



Te Tira Ahu Ika A Whiro

**VETERANS'
AFFAIRS**

New Zealand

Policy

Veterans' Independence Programme (Discretionary)

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Policy

1. Purpose

- 1.1 This policy provides guidance on administering **veterans'** eligibility under the Veterans' Support Act 2014 (the Act) to services under the Veterans' Independence Programme (Discretionary) when the veteran has no accepted **service-related** injury or illness.
- 1.2 For veterans who have an accepted service-related injury or illness see the separate policy on *Veterans' Independence Programme*.

2. Legislative Reference

- 2.1 The relevant legislation:
 - sections 7, 138 to 144, clauses 6, 12 and 13 of Part 2 of Schedule 1 of the Act
 - regulations 26F and 26G of the Veterans' Support Regulations 2014
 - section 42 of the Police Act 1958
 - section 110 of the Policing Act 2008.

3. Definitions

- 3.1 For the purposes of this policy, words in bold and in green are defined in a glossary at the rear of this document.

4. The Purpose of the Programme

- 4.1 The purpose of the Programme is to provide services and support to vulnerable veterans over 80 years of age or over and those under 80 with terminal illness who are unable to undertake specific activities necessary for them to live independently in their home.

Section 139 of the Veterans' Support Act 2014

- 4.2 "Home":
 - means residential premises in which the veteran lives and that are owned, rented, or otherwise lawfully occupied by the veteran or the veteran's parent, **guardian**, spouse, or **partner** and
 - includes residential premises in which the veteran proposes to live after they are built and that will be owned, rented, or otherwise lawfully occupied by the veteran or the veteran's parent, guardian, spouse, or partner; and

- includes any other premises [for example, a mobile home or boat] in which the veteran lives and for which the veteran is solely responsible for home maintenance; but
- does not include any hotel or motel [including when either of these are emergency accommodation], or any hospital, hostel, **rest home** [i.e. long-term residential care], or other institution [e.g. mental health care facility].

Section 7 of the Veterans' Support Act 2014

- 4.3 A boarding house is a residential premises. The landlord is responsible for the facilities for the shared use of the tenants of the boarding house, such as laundry facilities, cooking facilities, dining, living and recreational areas, lifts and stairways, communication facilities, heating and cooling appliances, rubbish storage and disposal facilities, toilet and bathroom facilities, lawns and gardens and outhouses, storage and parking spaces.
- 4.4 Veterans' Affairs will not fund for exterior house/building cleaning or maintenance of such 'facilities' for communal use at a boarding house, but a veteran living in a boarding house will be eligible for other services specific to them such as a medical alarm and foot care.
- 4.5 To determine if the veteran lives in a home, we may need to determine where they spend most of their time:
- a veteran who spends most of their time in residential care, with shorter stays in a family member's home, is living in residential care rather than independently at home so isn't eligible for the Programme; but
 - a veteran who receives treatment in a hospital or hospital care in another institution but who ordinarily resides in a home is not considered to be living in that hospital or hospice.

Section 140(2) of the Veterans' Support Act 2014

- 4.6 The home the veteran lives in must be a place where the veteran is living independently. The services Veterans' Affairs will consider are limited to those activities the veteran was doing but can no longer do independently.
- 4.7 If a veteran is paying for services under a retirement village agreement Veterans' Affairs will not fund or reimburse the costs of these services.
- 4.8 If the veteran is living in a mobile home or boat that is not in a stationary location it may be impractical or not technically possible to provide some services under the Programme.

5. Eligibility for veterans with no accepted service-related injury or illness

- 5.1 Under the Programme Veterans' Affairs will provide the services as set out in this policy for veterans with no accepted service-related injury or illness who:
- have **qualifying service**, and
 - are 80 years of age or older,
 - are under 80 years of age and are terminally ill.
- 5.2 In addition to considering the veteran's level of **impairment** and/or frailty, Veterans' Affairs will also consider:
- whether the veteran is living alone
 - the geographical location of the veteran's residence
 - ease of access to services
 - what support and assistance is available to the veteran at home.
- 5.3 If a veteran lives with a person other than their parent, guardian, spouse or partner and that person owns or rents the property, Veterans' Affairs will not provide interior house cleaning or house and section maintenance. These are the responsibility of the person who owns or rents the property. The veteran would receive as needed a personal medical alarm and foot health maintenance (basic footcare).
- 5.4 Veterans' Affairs is not required to provide to a veteran under the Programme any services or support that the veteran receives from any other person or agency. If a veteran receives support from another person or agency (e.g. ACC, through the MSD Disability Allowance or if a veteran has a Community Services Card), Veterans' Affairs will consider what support is being provided and determine whether it will provide any additional support.

Regulation 26G of the Veterans' Support Regulations 2014

Needs assessments

- 5.5 Veterans' Affairs must assess the extent of the veteran's ability to undertake activities that are required in order for the veteran to live independently in their home. The veteran's needs to enable them to live in their own home will be assessed against the support or service sought. To this end, the veteran's GP/specialist (for veterans with terminal illness), or other registered health professional (for other veterans over 80 years of age) must complete a

declaration that the veteran has needs requiring the specific service being sought. This must be completed for any new services.

5.6 If an application is accepted, an annual review of the services a veteran receives under the Programme will not be required.

5.7 We will not pay for the declaration referred to above. If we require a needs assessment we will pay for it.

Section 27(1)(c) and 140(1) of the Veterans' Support Act 2014; regulation 26F of the Veterans' Support Regulations 2014

6. Scope of the Programme for veterans with no accepted service-related injury or illness

6.1 Services and support that will be provided under the Programme are not essential to health or survival but support activities the veteran should be able to do to live independently in their home.

6.2 Services and support for veterans with no accepted service-related injury or illness may include:

- interior house cleaning (basic house-keeping, but not **personal care**) up to 2 hours per week
- house and section maintenance, i.e. lawn mowing and up to two hours of garden maintenance per month, and exterior house cleaning in accordance with annual maintenance schedule
- foot health maintenance (basic foot care) up to 8 sessions per year
- personal medical alarm.

6.3 Veterans' Affairs will determine which services may be provided on a case by case basis.

7. Applications for services and support

7.1 An eligible veteran will become entitled to services and support under the Programme after Veterans' Affairs has:

- received the veteran's completed and signed application form;
- received a needs assessment declaration from the veteran's GP/specialist, or other registered health professional; and

- accepted the application.

Section 142 of the Veterans' Support Act 2014; regulation 26F(1) & (3)(a) of the Veterans' Support Regulations 2014

- 7.2 All Programme services will stop for the veteran, including medical alarm and foot health maintenance, if the veteran commences living in a hotel, motel, hospital, **rest home** or institution.

8. Spouse or Partner

- 8.1 For the 12-month period commencing the day after the death of a veteran living at home, the surviving spouse or partner may be provided with VIP services if:

- the veteran was receiving the services before their death; or
- Veterans' Affairs received an application from the veteran for the services before the veteran's death and it is determined that the veteran was entitled to services under the Programme before the veteran's death.

Section 143 of the Veterans' Support Act 2014.

- 8.2 For the 12-month period commencing the day after a veteran enters long-term residential care the surviving spouse or partner may be provided with VIP services if:

- the veteran was receiving the services before entering **long-term residential care**; or
- Veterans' Affairs received an application from the veteran for the services before entering long-term residential care and it is determined that the veteran was entitled to services under the Programme before entering long-term residential care.

- 8.3 A spouse or partner who is entitled to services under the paragraph above continues to be entitled to services under that section if the veteran dies within 12 months after going into long-term residential care.

- 8.4 The spouse or partner may receive a total of 12 months of continued services commencing from the earlier of either the date the veteran entered long-term residential care or the date they died.

Section 143A of the Veterans' Support Act 2014

- 8.5 The services that may be provided to the spouse or partner are those that are of mutual benefit to both a veteran and spouse or partner (e.g. interior house cleaning, lawn mowing and garden maintenance, and exterior house cleaning).

The spouse or partner is not eligible for services and support specific to the veteran (e.g. foot health maintenance and a personal medical alarm).

- 8.6 If a veteran was not receiving services under the Programme the services the spouse or partner may receive are to be determined based on what activities the veteran could not undertake at the time the application is received.
- 8.7 These claims need to be actioned as soon as practicable, as the time taken to determine the claim reduces the 12-month period of eligibility. Once the 12-month period has passed the spouse or partner is no longer eligible. This means, for example, that:
- if a spouse or partner applies more than 12 months after a veteran entered residential care or died, there is no eligibility
 - if a veteran in long-term residential care dies within the 12-month period, the spouse or partner can keep getting the services to the end of that period (but has no additional entitlement in respect of the veteran's death).

Section 142-143A of the Veterans' Support Act 2014

- 8.8 If the veteran has not applied for VIP services before entering long-term residential care, or before their death, the spouse or partner is not eligible to receive them.
- 8.9 When a veteran receiving support under the Programme enters a hospice, services may be continued.

9. Reimbursement for services and support

- 9.1 Veterans' Affairs may pay or contribute to the costs of services and support under the Programme as set out from 9.4, on the basis of a needs assessment.
- 9.2 Veterans' Affairs has secured agreements with trusted providers in New Zealand who work in partnership with us to provide professional, high-quality services. It is expected that these providers will be used to supply services under the Programme.
- 9.3 If one provider is not able to provide all of the services a veteran requires, Veterans' Affairs will engage as many providers as are necessary. In the first instance providers with whom Veterans' Affairs has a master agreement are to be used.

Interior house cleaning

- 9.4 Interior house cleaning covers up to a maximum of 2 hours weekly of basic house-cleaning, when doing normal household chores has become difficult for the

veteran. This list of interior house-cleaning services is intended not as exclusive but to establish the scope and type of services that may be provided:

- vacuuming and dusting
- tidying
- bathroom and toilet cleaning including ensuite
- cleaning kitchen surfaces
- mopping floors
- interior window cleaning (to a maximum height of two metres, using a small step ladder or chair).

9.5 The following services are out of scope:

- cleaning up after guests have been to stay.
- doing anything that is considered unsafe or a health and safety risk – climbing, lifting or moving heavy objects (furniture), cleaning ceilings, above cupboards, climbing on stools over 2 metres high to clean cobwebs, cleaning up after pests (vermin, animal faeces), or using faulty equipment
- cleaning external windows
- cleaning cupboards
- cleaning ovens
- scheduled services that fall on a statutory holiday
- personal care.

9.6 As indicated in Section 5 Eligibility for veterans with no accepted service-related injury or illness, Veterans' Affairs will consider what services the veteran is already receiving, or is entitled to receive from other agencies before providing support from the Programme. Support would then top up any support from the other agencies in order that the veteran can get the maximum help available to them from all sources.

Lawn mowing and garden maintenance services

9.7 Lawn mowing and garden maintenance services are provided in accordance with a section plan agreed with the veteran and the service provider. This list of lawn-mowing and garden maintenance services is intended not as exclusive but to establish the scope and type of services that may be provided:

- regular lawn-mowing (including edge-trimming and spraying as required) for property section sizes up to 1,000 m²
- up to 2 hours of basic gardening (pulling of weeds, deadheading flowers, etc)
- removal of garden waste generated from this agreement.

9.8 The following services are out of scope:

- removal of trees, soil, flax or bamboo
- landscaping of existing gardens
- removal and disposal of green waste not generated by this agreement
- vegetable gardens
- trimming of hedges, shrubs or bushes over 2 metres
- cosmetic services
- lawn-mowing property section sizes over 1,000 m².

Exterior house cleaning services

9.9 Exterior house-cleaning services involves regular washing of the exterior of the home for typical dwellings up to 5 bedrooms or approximately 253m² in accordance with an annual schedule. This list of exterior house cleaning services is intended not as exclusive but to establish the scope and type of services that may be provided:

- washing exterior of the home (exterior walls, doors, windows and gutters) annually
- washing pathways and driveways annually or spraying and leaving twice per year
- clearing and washing gutters twice per year
- washing exterior windows four times per year
- washing standalone garage and gutter clean (if required) annually.

9.10 The following services are out of scope:

- roof cleaning and treatment
- cleaning of decks that are not at the front entrance to home

- exterior house cleaning services for non-typical or unusually large homes that may require specialist equipment.

Support with a personal medical alarm

9.11 This service includes the supply of a monitored personal medical alarm (including accessories and additional equipment), 24/7 monitoring and response service, the payment of provider initiated call-out invoices and other administrative support.

Foot health maintenance services

9.12 Foot health maintenance services entails basic foot care provided on a regular basis up to eight times per year. This list of foot health maintenance services is intended not as exclusive but to establish the scope and type of services that may be provided:

- non-invasive cutting and filing of toenails
- non-invasive filing to reduce calluses
- moisturizing to help reduce hyperkeratosis skin
- other non-invasive strategies and interventions.

9.13 The following services are out of scope:

- provision of orthotics or footwear
- foot surgery
- other specialist treatment.

9.14 If, for basic foot maintenance, the veteran is obliged to travel to their designated foot care provider under the Master Agreement because the foot care is not present in the veteran’s community, Veterans’ Affairs will reimburse the travel costs at the following rate:

Commuter rail, bus and ferry services	Fare paid
Private vehicle	\$0.62 per kilometre for the first 200km
	\$0.27 per kilometre for any travel over 200km

9.15 Alternatively, Veterans’ Affairs will pay for the foot care provider to go to the veteran’s home.

9.16 Payment for other forms of travel will be assessed on a case-by-case-basis.

10. Health and safety

10.1 When Veterans' Affairs has contracted out work to be done in a home or its grounds, for this purpose the home is a workplace so both the following have responsibility for health and safety (their own, and others'):

- the company and worker contracted to do the work
- Veterans' Affairs (if involved in contracting for the work to be done).

10.2 It would be very rare for the home owner or occupier to be found liable for accidents. But they must take reasonable care for health and safety during the work, and comply with any reasonable instructions about this.

10.3 As part of the Programme, Veterans' Affairs requires that all veterans and spouses or partners adhere to their own responsible code of conduct and provide a safe environment for the service provider to work in. For example, veterans and spouses or partners will behave reasonably and courteously and refrain from verbal abuse/threats or other inappropriate behavior towards Programme service providers. Also they will ensure that the home is free from obstacles or hazards. Veterans' Affairs reserves the right to withdraw services if a veteran or spouse or partner fails to provide an environment free of physical hazards and verbal abuse/threats or inappropriate behaviour.

11. Living Overseas

11.1 The policy for the *Veterans' Independence Programme (Discretionary)* applies equally to all New Zealand veterans irrespective of their country of residence. However, Veterans' Affairs does not hold Master Services Agreements with other countries. Veterans can therefore make their own arrangements and seek reimbursement from Veterans' Affairs at a rate no higher than that which a New Zealand based veteran would receive.

11.2 Overseas entitlements do not affect the payment of New Zealand entitlements or services. However, other countries may view New Zealand payments or grants as income which could impact on payments received from those countries. Recipients may also be required to pay tax on payments received. Veterans' Affairs is to advise recipients of the need to contact the appropriate local agency to ascertain what, if any, impact the receipt any payments under the Programme will have at the time the service or support funding is granted.

12. Second Opinion

- 12.1 Veterans' Affairs may reserve the right to seek a second opinion on any assessment of the veteran's needs.
- 12.2 If the veteran seeks a second opinion they do so at their own cost and Veterans' Affairs may take that opinion into consideration.

13. Reviews, Appeals and Complaints

- 13.1 If a veteran or surviving spouse or partner disagrees about a decision concerning eligibility for an entitlement or service see separate policies on *Reviews* and *Appeals*. If a veteran or surviving spouse or partner is concerned about Veterans' Affairs' administration of an entitlement or service see separate policy on *Complaints*.

Glossary

Sections referred to in this Glossary are from the Veterans' Support Act 2014 unless otherwise stated.

guardian [section 7]

Has the same meaning as in section 15 of the Care of Children Act 2004.

impairment [section 7]

Means a loss or abnormality of psychological, physiological, or anatomical function or structure.

long-term residential care [section 7]

Has the same meaning as in section 11 of the Residential Care and Disability Support Services Act 2018.

member of the armed forces [section 7]

Means a person who is or has been a member of the New Zealand armed force raised by the Governor-General on behalf of the Sovereign,—

- (a) whether in New Zealand or elsewhere; and
- (b) whether before or after the passing of this Act.

partner [section 7]

Means a civil union partner or a de facto partner.

personal care [clause 7 Schedule 2]

Means physical assistance to move around and to take care of basic personal needs such as bathing, dressing, feeding, and toileting.

qualifying service [section 8]

Means—

- (a) **qualifying operational service**; or
- (b) **qualifying routine service**.

qualifying operational service [section 8]

Means—

- (a) service on any deployment treated as a war or emergency for the purposes of the War Pensions Act 1954; or
- (b) service on any deployment declared to be operational service under section 9.

qualifying routine service [section 8]

Means service in the armed forces before 1 April 1974 that is not qualifying operational service.

rest home

Means a place in which a veteran is in long-term residential care.

service-related [section 7]

In relation to an injury, an illness, a condition, or a whole-person impairment, means an injury, an illness, or a whole-person impairment caused by, contributed to by, or aggravated by qualifying service.

veteran [section 7]

Means—

- (a) a **member of the armed forces** who took part in qualifying operational service at the direction of the New Zealand Government; or
- (aa) a member of the armed forces who took part in qualifying routine service before 1 April 1974; or
- (b) a person—
 - (i) who has been—
 - (A) appointed as an employee of the Defence Force under section 61A of the Defence Act 1990; or
 - (B) seconded to the Defence Force with the permission of the Chief of Defence Force; and
 - (ii) who took part in qualifying operational service at the direction of the New Zealand Government; or
- (c) a person who, immediately before the commencement of Part 3 of this Act, is eligible for a pension under the following provisions of the War Pensions Act 1954:
 - (i) section 19 (but only if the person was a member of the forces):
 - (ii) section 55 or 56:
 - (iii) Parts 4 and 5.