

Department of Veterans Affairs

§ 17.111

services that were provided either directly by VA or obtained for VA by contract.

(Authority: 38 U.S.C. 1710)

[66 FR 63448, Dec. 6, 2001, as amended at 68 FR 60854, Oct. 24, 2003; 70 FR 22596, May 2, 2005; 73 FR 20532, Apr. 16, 2008]

§ 17.110 Copayments for medication.

(a) *General.* This section sets forth requirements regarding copayments for medications provided to veterans by VA.

(b) *Copayments.* (1) Unless exempted under paragraph (c) of this section, a veteran is obligated to pay VA a copayment for each 30-day or less supply of medication provided by VA on an outpatient basis (other than medication administered during treatment). For the period from February 4, 2002 through December 31, 2002, the copayment amount is \$7. The copayment amount for each calendar year thereafter will be established by using the Prescription Drug component of the Medical Consumer Price Index as follows: For each calendar year beginning after December 31, 2002, the Index as of the previous September 30 will be divided by the Index as of September 30, 2001. The ratio so obtained will be multiplied by the original copayment amount of \$7. The copayment amount for the new calendar year will be this result, rounded down to the whole dollar amount.

NOTE TO PARAGRAPH (b)(1): Example for determining copayment amount. If the ratio of the Prescription Drug component of the Medical Consumer Price Index for September 30, 2003, to the corresponding Index for September 30, 2001, is 1.2242, then this ratio multiplied by the original copayment amount of \$7 would equal \$8.57, and the copayment amount for calendar year 2004, rounded down to the whole dollar amount, would be \$8.

(2) The total amount of copayments in a calendar year for a veteran enrolled in one of the priority categories 2 through 6 of VA's health care system (see § 17.36) shall not exceed the cap established for the calendar year. The cap for calendar year 2002 is \$840. If the copayment amount increases after calendar year 2002, the cap of \$840 shall be increased by \$120 for each \$1 increase in the copayment amount.

(c) *Medication not subject to the copayment requirements.* The following are exempt from the copayment requirements of this section:

(1) Medication for a veteran who has a service-connected disability rated 50% or more based on a service-connected disability or unemployability;

(2) Medication for a veteran's service-connected disability;

(3) Medication for a veteran whose annual income (as determined under 38 U.S.C. 1503) does not exceed the maximum annual rate of VA pension which would be payable to such veteran if such veteran were eligible for pension under 38 U.S.C. 1521;

(4) Medication authorized under 38 U.S.C. 1710(e) for Vietnam-era herbicide-exposed veterans, radiation-exposed veterans, Persian Gulf War veterans, or post-Persian Gulf War combat-exposed veterans;

(5) Medication for treatment of sexual trauma as authorized under 38 U.S.C. 1720D;

(6) Medication for treatment of cancer of the head or neck authorized under 38 U.S.C. 1720E; and

(7) Medications provided as part of a VA approved research project authorized by 38 U.S.C. 7303.

(Authority: 38 U.S.C. 501, 1710, 1720D, 1722A)

[66 FR 63451, Dec. 6, 2001]

§ 17.111 Copayments for extended care services.

(a) *General.* This section sets forth requirements regarding copayments for extended care services provided to veterans by VA (either directly by VA or paid for by VA).

(b) *Copayments.* (1) Unless exempted under paragraph (f) of this section, as a condition of receiving extended care services from VA, a veteran must agree to pay VA and is obligated to pay VA a copayment as specified by this section. A veteran has no obligation to pay a copayment for the first 21 days of extended care services that VA provided the veteran in any 12-month period (the 12-month period begins on the date that VA first provided extended care services to the veteran). However, for each day that extended care services are provided beyond the first 21 days, a veteran is obligated to pay VA

§ 17.111

38 CFR Ch. I (7-1-08 Edition)

the copayment amount set forth below to the extent the veteran has available resources. Available resources are based on monthly calculations, as determined under paragraph (d) of this section. The following sets forth the extended care services provided by VA and the corresponding copayment amount per day:

- (i) Adult day health care—\$15.
- (ii) Domiciliary care—\$5.
- (iii) Institutional respite care—\$97.
- (iv) Institutional geriatric evaluation—\$97.
- (v) Non-institutional geriatric evaluation—\$15.
- (vi) Non-institutional respite care—\$15.
- (vii) Nursing home care—\$97.

(2) For purposes of counting the number of days for which a veteran is obligated to make a copayment under this section, VA will count each day that adult day health care, non-institutional geriatric evaluation, and non-institutional respite care are provided and will count each full day and partial day for each inpatient stay except for the day of discharge.

(c) *Definitions.* For purposes of this section:

(1) *Adult day health care* is a therapeutic outpatient care program that provides medical services, rehabilitation, therapeutic activities, socialization, nutrition and transportation services to disabled veterans in a congregate setting.

(2) *Domiciliary care* is defined in §17.30(b).

(3) *Extended care services* means adult day health care, domiciliary care, institutional geriatric evaluation, non-institutional geriatric evaluation, nursing home care, institutional respite care, and noninstitutional respite care.

(4) *Geriatric evaluation* is a specialized, diagnostic/consultative service provided by an interdisciplinary team that is for the purpose of providing a comprehensive assessment, care plan, and extended care service recommendations.

(5) *Institutional* means a setting in a hospital, domiciliary, or nursing home of overnight stays of one or more days.

(6) *Noninstitutional* means a service that does not include an overnight stay.

(7) *Nursing home care* means the accommodation of convalescents or other persons who are not acutely ill and not in need of hospital care, but who require nursing care and related medical services, if such nursing care and medical services are prescribed by, or are performed under the general direction of, persons duly licensed to provide such care (nursing services must be provided 24 hours a day). Such term includes services furnished in skilled nursing care facilities. Such term excludes hospice care.

(8) *Respite care* means care which is of limited duration, is furnished on an intermittent basis to a veteran who is suffering from a chronic illness and who resides primarily at home, and is furnished for the purpose of helping the veteran to continue residing primarily at home. (Respite providers temporarily replace the caregivers to provide services ranging from supervision to skilled care needs.)

(d) *Effect of the veteran's financial resources on obligation to pay copayment.*

(1) A veteran is obligated to pay the copayment to the extent the veteran and the veteran's spouse have available resources. For veterans who have been receiving extended care services for 180 days or less, their available resources are the sum of the income of the veteran and the veteran's spouse, minus the sum of the veterans allowance, the spousal allowance, and expenses. For veterans who have been receiving extended care services for 181 days or more, their available resources are the sum of the value of the liquid assets, the fixed assets, and the income of the veteran and the veteran's spouse, minus the sum of the veterans allowance, the spousal allowance, the spousal resource protection amount, and (but only if the veteran—has a spouse or dependents residing in the community who is not institutionalized) expenses. When a veteran is legally separated from a spouse, available resources do not include spousal income, expenses, and assets or a spousal allowance.

(2) For purposes of determining available resources under this section:

(i) *Income* means current income (including, but not limited to, wages and income from a business (minus business expenses), bonuses, tips, severance pay, accrued benefits, cash gifts, inheritance amounts, interest income, standard dividend income from non tax deferred annuities, retirement income, pension income, unemployment payments, worker's compensation payments, black lung payments, tort settlement payments, social security payments, court mandated payments, payments from VA or any other Federal programs, and any other income). The amount of current income will be stated in frequency of receipt, *e.g.*, per week, per month.

(ii) *Expenses* means basic subsistence expenses, including current expenses for the following: rent/mortgage for primary residence; vehicle payment for one vehicle; food for veteran, veteran's spouse, and veteran's dependents; education for veteran, veteran's spouse, and veteran's dependents; court-ordered payments of veteran or veteran's spouse (*e.g.*, alimony, child-support); and including the average monthly expenses during the past year for the following: utilities and insurance for the primary residence; out-of-pocket medical care costs not otherwise covered by health insurance; health insurance premiums for the veteran, veteran's spouse, and veteran's dependents; and taxes paid on income and personal property.

(iii) *Fixed Assets* means:

(A) Real property and other non-liquid assets; except that this does not include—

(1) Burial plots;

(2) A residence if the residence is:

(i) The primary residence of the veteran and the veteran is receiving only noninstitutional extended care service; or

(ii) The primary residence of the veteran's spouse or the veteran's dependents (if the veteran does not have a spouse) if the veteran is receiving institutional extended care service.

(3) A vehicle if the vehicle is:

(i) The vehicle of the veteran and the veteran is receiving only noninstitutional extended care service; or

(ii) The vehicle of the veteran's spouse or the veteran's dependents (if

the veteran does not have a spouse) if the veteran is receiving institutional extended care service.

(B) [Reserved]

(iv) *Liquid assets* means cash, stocks, dividends received from IRA, 401K's and other tax deferred annuities, bonds, mutual funds, retirement accounts (*e.g.*, IRA, 401Ks, annuities), art, rare coins, stamp collections, and collectibles of the veteran, spouse, and dependents. This includes household and personal items (*e.g.*, furniture, clothing, and jewelry) except when the veteran's spouse or dependents are living in the community.

(v) *Spousal allowance* is an allowance of \$20 per day that is included only if the spouse resides in the community (not institutionalized).

(vi) *Spousal resource protection* amount means the value of liquid assets but not to exceed \$89,280 if the spouse is residing in the community (not institutionalized).

(vii) *Veterans allowance* is an allowance of \$20 per day.

(3) The maximum amount of a copayment for any month equals the copayment amount specified in paragraph (b)(1) of this section multiplied by the number of days in the month. The copayment for any month may be less than the amount specified in paragraph (b)(1) of this section if the veteran provides information in accordance with this section to establish that the copayment should be reduced or eliminated.

(e) *Requirement to submit information.*

(1) Unless exempted under paragraph (f) of this section, a veteran must submit to a VA medical facility a completed VA Form 10-10EC and documentation requested by the Form at the following times:

(i) At the time of initial request for an episode of extended care services;

(ii) At the time of request for extended care services after a break in provision of extended care services for more than 30 days; and

(iii) Each year at the time of submission to VA of VA Form 10-10EZ.

(2) When there are changes that might change the copayment obligation (*i.e.*, changes regarding marital status, fixed assets, liquid assets, expenses, income (when received), or

§ 17.111

38 CFR Ch. I (7-1-08 Edition)

whether the veteran has a spouse or dependents residing in the community), the veteran must report those changes to a VA medical facility within 10 days of the change.

(f) *Veterans and care that are not subject to the copayment requirements.* The following veterans and care are not subject to the copayment requirements of this section:

- (1) A veteran with a compensable service-connected disability;
- (2) A veteran whose annual income (determined under 38 U.S.C. 1503) is less than the amount in effect under 38 U.S.C. 1521(b);
- (3) Care for a veteran's noncompensable zero percent service-connected disability;

(4) An episode of extended care services that began on or before November 30, 1999;

(5) Care authorized under 38 U.S.C. 1710(e) for Vietnam-era herbicide-exposed veterans, radiation-exposed veterans, Persian Gulf War veterans, or post-Persian Gulf War combat-exposed veterans;

(6) Care for treatment of sexual trauma as authorized under 38 U.S.C. 1720D; or

(7) Care or services authorized under 38 U.S.C. 1720E for certain veterans regarding cancer of the head or neck.

(g) VA *Form 10-10EC*.

OMB Number: 2900-0629
Estimated Burden: 90 min.

		APPLICATION FOR EXTENDED CARE SERVICES	
Section I - General Information			
1. VETERAN'S NAME (Last, First, MI)		2. SOCIAL SECURITY NUMBER	
ANSWER YES OR NO WHERE APPLICABLE (OTHERWISE PROVIDE THE REQUESTED INFORMATION)			
3. ARE YOU ELIGIBLE FOR MEDICAID? <input type="checkbox"/> YES <input type="checkbox"/> NO		3A. ARE YOU ENROLLED IN MEDICARE PART A (Hospital Insurance) <input type="checkbox"/> YES <input type="checkbox"/> NO	
4. ARE YOU ENROLLED IN MEDICARE PART B (Medical Insurance) <input type="checkbox"/> YES <input type="checkbox"/> NO		4B. MEDICARE CLAIM NUMBER (If applicable)	
4A. EFFECTIVE DATE (If "Yes")		3B. EFFECTIVE DATE (If "Yes")	
Section II - INSURANCE INFORMATION			
5. ARE YOU COVERED BY HEALTH INSURANCE (including coverage through a spouse)? (If "YES" provide the following information for all insurance company(s) providing coverage to you) <input type="checkbox"/> YES <input type="checkbox"/> NO			
6. NAME OF INSURANCE COMPANY		6A. ADDRESS OF INSURANCE COMPANY	
6C. NAME OF POLICY HOLDER		6D. RELATIONSHIP OF POLICY HOLDER	
7. NAME OF INSURANCE COMPANY		7A. ADDRESS OF INSURANCE COMPANY	
7C. NAME OF POLICY HOLDER		7D. RELATIONSHIP OF POLICY HOLDER	
8. NAME OF INSURANCE COMPANY		8A. ADDRESS OF INSURANCE COMPANY	
8C. NAME OF POLICY HOLDER		8D. RELATIONSHIP OF POLICY HOLDER	
6E. POLICY NUMBER		6F. GROUP NAME AND/OR NUMBER	
7E. POLICY NUMBER		7F. GROUP NAME AND/OR NUMBER	
8E. POLICY NUMBER		8F. GROUP NAME AND/OR NUMBER	
6B. PHONE NUMBER OF INSURANCE COMPANY		7B. PHONE NUMBER OF INSURANCE COMPANY	
SECTION III - SPOUSE/DEPENDENT INFORMATION			
9. SPOUSE'S NAME (Last, First, MI)			
9A. SPOUSE RESIDING IN THE COMMUNITY? (Provide address and phone number if different from veteran) <input type="checkbox"/> YES <input type="checkbox"/> NO (If "No", explain)		9B. SPOUSE'S SOCIAL SECURITY NUMBER	
10. DEPENDENT'S NAME (Last, First, MI)		10A. DEPENDENT'S DATE OF BIRTH	
10C. DEPENDENT RESIDING IN THE COMMUNITY? (Provide address and phone number if different from veteran) <input type="checkbox"/> YES <input type="checkbox"/> NO (If "No", explain)		10B. DEPENDENT'S SOCIAL SECURITY NUMBER	
11. DEPENDENT'S NAME (Last, First, MI)		11A. DEPENDENT'S DATE OF BIRTH	
11C. DEPENDENT RESIDING IN THE COMMUNITY? (Provide address and phone number if different from veteran) <input type="checkbox"/> YES <input type="checkbox"/> NO (If "No", explain)		11B. DEPENDENT'S SOCIAL SECURITY	
We need to collect information regarding income, assets and expenses for you and your spouse. If you do not wish to provide this information you must sign agreeing to make copayments and will be charged the maximum copayment amount for all services. See the top of page 2, read, sign and date.			

APPLICATION FOR EXTENDED CARE SERVICES, Continued		VETERAN'S NAME		SOCIAL SECURITY NUMBER	
I do not wish to provide my detailed financial information. I understand that I will be assessed the maximum copayment amount for extended care services and agree to pay the applicable VA copayment as required by law.					
SIGNATURE				DATE	
SECTION IV - FIXED ASSETS (VETERAN AND SPOUSE)					
		VETERAN		SPOUSE	
1. Primary Residence (Market value minus mortgages or liens. Exclude if veteran receiving only non-institutional extended care services or spouse or dependent residing in the community). If the veteran and spouse maintain separate residences, and the veteran is receiving institutional (inpatient) extended care services, include value of the veteran's primary residence.)		\$		\$	
2. Other Residences/Land/Farm or Ranch (Market value minus mortgages or liens. This would include a second home, vacation home, rental property.)		\$		\$	
3. Vehicle(s) (Value minus any outstanding lien. Exclude primary vehicle if veteran receiving only non-institutional extended care services or spouse or dependent residing in the community. If the veteran and spouse maintain separate residences and vehicles, and the veteran is receiving institutional (inpatient) extended care services, include value of the veteran's primary vehicle.)		\$		\$	
SECTION V - LIQUID ASSETS (VETERAN AND SPOUSE)					
1. Cash, Amount in Bank Accounts (e.g., checking and savings accounts, certificates of deposit, individual retirement accounts, stocks and bonds).		\$		\$	
2. Value of Other Liquid Assets (e.g., art, rare coins, stamp collections, collectibles) Minus the amount you owe on these items. Exclude household effects, clothing, jewelry, and personal items if veteran receiving only non-institutional extended care services or spouse or dependent residing in the community.		\$		\$	
SUM OF ALL LINES FIXED AND LIQUID ASSETS		TOTAL ASSETS		\$	
SECTION VI - CURRENT GROSS INCOME OF VETERAN AND SPOUSE					
CATEGORY		VETERAN		SPOUSE	
		HOW MUCH	HOW OFTEN	HOW MUCH	HOW OFTEN
1. Gross annual income from employment (e.g., wages, bonuses, tips, severances pay, accrued benefits)		\$		\$	
2. Net income from your farm/ranch, property or business.		\$		\$	
3. List other income amounts (e.g., social security, Retirement and pension, interest, dividends) Refer to instructions.		\$		\$	
SECTION VII - DEDUCTIBLE EXPENSES					
ITEMS				AMOUNT	
1. Educational expenses of veteran, spouse or dependent (e.g., tuition, books, fees, material, etc.)				\$	
2. Funeral and Burial (spouse or child, amount you paid for funeral and burial expenses, including prepaid arrangements)				\$	
3. Rent/Mortgage (monthly amount or annual amount)				\$	
4. Utilities (calculate by average monthly amounts over the past 12 months)				\$	
5. Car Payment for one vehicle only (exclude gas, automobile insurance, parking fees, repairs)				\$	
6. Food (for veteran, spouse and dependent)				\$	
7. Non-reimbursed medical expenses paid by you or spouse (e.g., copayments for physicians, dentists, medications, Medicare, health insurance, hospital and nursing home expenses)				\$	
8. Court-ordered payments (e.g., alimony, child support)				\$	
9. Insurance (e.g., automobile insurance, homeowners insurance) Exclude Life Insurance				\$	
10. Taxes (e.g., personal property for home, automobile) Include average monthly expense for taxes paid on income over the past 12 months.				\$	
TOTALS				\$	
SECTION VIII - CONSENT FOR ASSIGNMENT OF BENEFITS					
I hereby authorize the Department of Veterans Affairs to disclose any such history, diagnostic and treatment information from my medical records to the contractor of any health plan contract under which I am apparently eligible for medical care or payment of the expense of care or to any other party against whom liability is asserted. I understand that I may revoke this authorization at any time, except to the extent that action has already been taken in reliance on it. Without my express revocation, this consent will automatically expire when all action arising from VA's claim for reimbursement for my medical care has been completed. I authorize payment of medical benefits to VA for any services for which payment is accepted.					
SIGNATURE				DATE	

APPLICATION FOR EXTENDED CARE SERVICES, Continued	VETERANS NAME	SOCIAL SECURITY NUMBER
SECTION IX - CONSENT TO AGREEMENT TO MAKE COPAYMENTS		
<p>Completion of this form with signature of the Veteran or veteran's representative is certification that the veteran/representative has received a copy of the Privacy Act Statement and agrees to make appropriate copayments.</p> <p>I certify the foregoing statement(s) are true and correct to the best of my knowledge and belief and agree to make the applicable copayment for extended care services as required by law.</p>		
SIGNATURE	DATE	
SECTION X- PAPERWORK PRIVACY ACT INFORMATION		
<p>The Paperwork Reduction Act of 1995 requires us to notify you that this information collection is in accordance with the clearance requirements of section 3507 of the Paperwork Reduction Act of 1995. We may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a valid OMB number. We anticipate that the time expended by all individuals who must complete this form will average 90 minutes. This includes the time it will take to read instructions, gather the necessary facts and fill out the form. If you have comments regarding this burden estimate or any other aspect of this collection, call 202.273.8247 for mailing information on where to send your comments.</p> <p>Privacy Act Information: The VA is asking you to provide the information on this form under Title 38, United States Code, sections 1710, 1712, 1722 and 1729 in order for VA to determine your eligibility for extended care benefits and to establish financial eligibility, if applicable, when placed in extended care services. The information you supply may be verified through a computer-matching program. VA may disclose the information that you put on the form as permitted by law. VA may make a "routine use" disclosure of the information as outlined in the Privacy Act systems of records notices and in accordance with the VHA Notice of Privacy Practices. You do not have to provide the information to VA, but if you don't, VA will be unable to process your request and serve your medical needs. Failure to furnish the information will not have any affect on any other benefits to which you may be entitled. If you provide VA your Social Security Number, VA will use it to administer your VA benefits. VA may also use this information to identify veterans and persons claiming or receiving VA benefits and their records, and for other purposes authorized or required by law.</p>		
<p>ADDITIONAL COMMENTS:</p>		

(Authority: 38 U.S.C. 101(28), 501, 1701(7), 1710, 1710B, 1720B, 1720D, 1722A)
[67 FR 35040, May 17, 2002; as amended at 69 FR 39846, July 1, 2004]

§ 17.112

CEREMONIES

§ 17.112 Services or ceremonies on Department of Veterans Affairs hospital or center reservations.

(a) Services or ceremonies on Department of Veterans Affairs hospital or center reservations are subject to the following limitations:

(1) All activities must be conducted with proper decorum, and not interfere with the care and treatment of patients. Organizations must provide assurance that their members will obey all rules in effect at the hospital or center involved, and act in a dignified and proper manner;

(2) Partisan activities are inappropriate and all activities must be non-partisan in nature. An activity will be considered partisan and therefore inappropriate if it includes commentary in support of, or in opposition to, or attempts to influence, any current policy of the Government of the United States or any State of the United States. If the activity is closely related to partisan activities being conducted outside the hospital or center reservations, it will be considered partisan and therefore inappropriate.

(b) Requests for permission to hold services or ceremonies will be addressed to the Secretary, or the Director of the Department of Veterans Affairs hospital or center involved. Such applications will describe the proposed activity in sufficient detail to enable a determination as to whether it meets the standards set forth in paragraph (a) of this section. If permission is granted, the Director of the hospital or center involved will assign an appropriate time, and render assistance where appropriate. No organization will be given exclusive permission to use the hospital or center reservation on any particular occasion. Where several requests are received for separate activities, the Director will schedule each so as to avoid overlapping or interference, or require appropriate modifications in the scope or timing of the activity.

[35 FR 2389, Feb. 3, 1970. Redesignated at 61 FR 21966, May 13, 1996, and further redesignated at 67 FR 35040, May 17, 2002]

38 CFR Ch. I (7-1-08 Edition)

REIMBURSEMENT FOR LOSS BY NATURAL DISASTER OF PERSONAL EFFECTS OF HOSPITALIZED OR NURSING HOME PATIENTS

§ 17.113 Conditions of custody.

When the personal effects of a patient who has been or is hospitalized or receiving nursing home care in a Department of Veterans Affairs hospital or center were or are duly delivered to a designated location for custody and loss of such personal effects has occurred or occurs by fire, earthquake, or other natural disaster, either during such storage or during laundering, reimbursement will be made as provided in §§ 17.113 and 17.114.

[39 FR 1843, Jan. 15, 1974. Redesignated and amended at 61 FR 21966, 21967, May 13, 1996, and further redesignated at 67 FR 35039, May 17, 2002]

§ 17.114 Submittal of claim for reimbursement.

The claim for reimbursement for personal effects damaged or destroyed will be submitted by the patient to the Director. The patient will separately list and evaluate each article with a notation as to its condition at the time of the fire, earthquake, or other natural disaster i.e. whether new, worn, etc. The date of the fire, earthquake, or other natural disaster will be stated. It will be certified by a responsible official that each article listed was stored in a designated location at the time of loss by fire, earthquake, or other natural disaster or was in process of laundering. The patient will further state whether the loss of each article was complete or partial, permitting of some further use of the article. The responsible official will certify that the amount of reimbursement claimed on each article of personal effects is not in excess of the fair value thereof at time of loss. The certification will be prepared in triplicate, signed by the responsible officer who made it, and countersigned by the Director of the medical center. After the above papers