

Schedule 3 - Service KPIs and SLAs

1. The Supplier will provide the Services so as to meet the KPIs and service levels described in this Schedule 3.
2. Where the Supplier meets all of the KPIs applicable to the Services they are providing over a calendar quarter, the Supplier will receive an additional payment that is equivalent to 2.5% of the aggregate value of the invoices for the calendar quarter in question. The Supplier will invoice ACC for this additional payment with its invoice for the next month's Services after the next quarterly meeting is held with ACC, as described in clause 5.6.
3. The KPIs and SLAs for Reviewer Administration Services apply if Reviewer Administration Services are included in the list on the first substantive page of this Agreement under the heading "Services included in this Agreement".
4. The KPIs for Dispute Resolution Services apply if Dispute Resolution Services are included in the list on the first substantive page of this Agreement under the heading "Services included in this Agreement".
5. ACC and the Supplier will actively review the KPIs, every six months for the first two years of the Agreement and annually thereafter. If such reviews identify agreed flaws in the KPI descriptions or targets, new descriptions and/or targets which address the flaws may be part of a Notice to the Supplier issued by ACC under clause 18.2.
6. **Reviewer Administration Services**

KPIs

Deliverable	KPI Description	Target
Quality of Reviewer Administration Services	9(2)(b)(ii)	
Reviews are completed in a timely manner		
Customer satisfaction		
Review application is set down		

Service levels ("SLAs")

Adjournments	9(2)(b)(ii)
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7. Dispute Resolution Services

KPIs

Deliverable	KPI Description	Measure
Dispute Resolution Services are completed in a timely manner	9(2)(b)(ii)	
Customer satisfaction		

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Schedule 4 - Contact Details

ACC Contract Manager

Name:	9(2)(a)
Role / Title:	Manager Resolution Services
Postal address:	PO Box 242, Wellington 6140
Physical address:	Justice Centre, 19 Aitken Street, Thorndon, Wellington
Phone:	9(2)(a)
Email:	

ACC Relationship Manager

Name:	9(2)(a)
Role / Title:	Senior Resolution Specialist
Postal address:	PO Box 242, Wellington 6140
Physical address:	Justice Centre, 19 Aitken Street, Thorndon, Wellington
Phone:	9(2)(a)
Email:	

The Supplier's Contract Manager (Key Account Manager)

Name:	9(2)(a)
Role / Title:	Head of ACC Services
Postal address:	PO Box 12790, Penrose, Auckland 1642
Physical address:	Level 15, Chorus House, 66 Wyndham Street, Auckland
Phone:	9(2)(a)
Email:	

The Supplier's Senior Manager

Name:	Richard Binner
Role / Title:	Chief Client Officer
Postal address:	PO Box 2272, Wellington
Physical address:	Level 4, 142 Lambton Quay, Wellington
Phone:	9(2)(a)
Email:	



Schedule 5 - Business Continuity Plan and Disaster Recovery Plan

This is included as separate document.

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A handwritten signature in black ink, appearing to be the initials 'RW', is located in the bottom right corner of the page.

Schedule 6 – Health & Safety Plan

This is included as separate document.

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Agreement

FOR

**Reviewer Administration Services
and Dispute Resolution Services**

BETWEEN

Accident Compensation Corporation

AND

Independent Complaint and Review Authority Limited

July 2019

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AGREEMENT FOR REVIEWER ADMINISTRATION SERVICES AND DISPUTE RESOLUTION SERVICES

This Agreement is made on the day of July 2019

Between **Accident Compensation Corporation**

a statutory corporation continued by the Accident Compensation Act 2001 ("ACC")

and **Independent Complaint and Review Authority Limited**

a duly incorporated company having its registered office at Ground Floor, 9 Anzac Street, Takapuna, Auckland 0622 ("the Supplier")

Agreement to Commence on: **1 July 2019**

Agreement to Expire on: **30 June 2022 (Initial Date of Expiry)**

Services Included in this Agreement: **Reviewer Administration Services and Dispute Resolution Services**

KEY TERMS

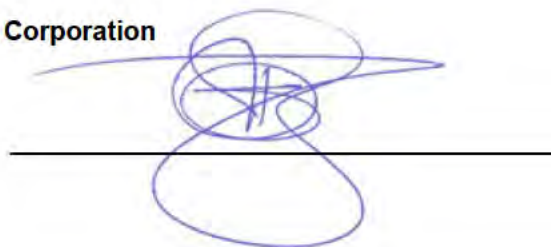
1. The AC Act allows for claimants, employers and levy payers to apply to ACC for a review of certain decisions of ACC.
2. ACC is accordingly establishing a panel of service providers:
 - 2.1. to provide reviewer administration services; and/or
 - 2.2. to provide dispute resolution services.
3. If Reviewer Administration Services are included in the list above under the heading "Services included in this Agreement", ACC and the Supplier have agreed that Supplier will provide Reviewer Administration Services as further described in Schedule 1 (Scope of Services) by allocating Reviewers to undertake Review Services subject to the Supplier entering into and complying with the provisions of this Agreement.
4. If Dispute Resolution Services are included in the list above under the heading "Services included in this Agreement", ACC and the Supplier have agreed that the Supplier to provide Dispute Resolution Services to ACC as further described in Schedule 1 (Scope of Services), subject to the Supplier entering into and complying with the provisions of this Agreement.
5. The Supplier has agreed to provide ACC with the Services on the terms and conditions as set out in this Agreement.
6. The Supplier will provide the Services as detailed in this Agreement, at the rates set out in Schedule 2 - Pricing Schedule and in accordance with the Key Performance Indicators set out in Schedule 3 - Service KPIs and SLAs.

Signed for and on behalf of Accident Compensation Corporation

Name: Scott Pickering

Title: Chief Executive

Date: 10/07/2019



Signed for and on behalf of Independent Compliant and Review Authority Limited

Name: JOHN GREEN

Title: DIRECTOR

Date: 11 JULY 2019

9(2)(a)



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GENERAL PROVISIONS

1. TERM OF THIS AGREEMENT

- 1.1. The Term of this Agreement shall commence on 1 July 2019 (the "Commencement Date") and shall continue up to the close of 30 June 2022 (the "Initial Term Expiry Date"), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2. The Term of this Agreement may be extended by up to three further periods of two years each and the date of expiry of such extension terms will be the "Extension Term Expiry Date". If all extension options are exercised, the maximum term of this Agreement is nine years.
- 1.3. Prior to the Initial Term Expiry Date or an Extension Term Expiry Date (as applicable), ACC may provide notice to the Supplier to extend the Term of this Agreement by exercising a renewal option (as described in clause 1.2), which will have the effect of amending the Initial Term Expiry Date or Extension Term Expiry Date (as applicable). Any decision to extend the Term of this Agreement will be based on:
 - 1.3.1. ACC being satisfied with the performance of the Services by the Supplier; and
 - 1.3.2. all other provisions of this Agreement either continuing to apply during such extended Term or being renegotiated to the satisfaction of both parties.
- 1.4. There is no obligation on the part of ACC to extend the term of the Agreement, even if the Supplier has satisfactorily performed all of the Services. ACC will use its best endeavours to tell the Supplier at least 6 months before the Initial Term Expiry Date or an Extension Term Expiry Date whether the Term will be extended.
- 1.5. For the avoidance of doubt, where a Referred Matter has not yet been completed on the Date of Expiry:
 - 1.5.1. the Supplier will continue to provide Services in relation to the Referred Matter in accordance with the terms and conditions in this Agreement, until the Referred Matter has been completed; and
 - 1.5.2. the Supplier will be entitled to invoice ACC for the Fees applicable to the Referred Matter in accordance with the terms of this Agreement.

2. SCOPE OF SERVICES

- 2.1. This Agreement is for the supply of Services, as detailed further in Schedule 1 - Scope of Services.
- 2.2. The Supplier acknowledges that:
 - 2.2.1. it is being appointed as part of a panel to provide services to ACC and ACC will be appointing other suppliers to provide services the same or similar to the Services; and
 - 2.2.2. ACC does not guarantee the Supplier any minimum level of Referred Matters under this Agreement.
- 2.3. The Supplier shall not have or make any claim against ACC for orders placed with an alternative supplier, in accordance with clause 2.2.1.
- 2.4. Nothing shall prevent ACC from at any time inviting or not inviting the Supplier to prepare a proposal, either individually or as part of a collaborative group or as part of a tender, for the provision of additional services.
- 2.5. If additional Services are to be supplied for the remainder of the Agreement, requirements and KPIs will be outlined in writing and attached to this Agreement as a Variation.

3. RELATIONSHIP OF PARTIES

Independent Contractor

- 3.1. The Supplier is an independent contractor, contracted by ACC to provide the Services described in this Agreement. Nothing contained or implied in this Agreement shall be construed as creating, and neither party shall state, imply or do anything to suggest, that this Agreement creates an

employer/employee partnership or principal/agent relationship between ACC and the Supplier or any of its proprietors, officers, employees or subcontractors.

Privity of Contract

- 3.2. Nothing in this Agreement is intended to confer any enforceable rights or benefits on an ACC Customer or any Reviewer or any person providing Dispute Resolution Services.

Complete Agreement

- 3.3. This Agreement represents the whole of the agreement between the parties, and any provisions in tenders, correspondence or other documents prior to the date of this Agreement and all representations are excluded.

No Adverse Comments

- 3.4. Neither ACC nor the Supplier:

- 3.4.1. will make any oral or written statement or comment to the media or any member of the public in relation to the operation of this Agreement which criticises the other party, or any other supplier of these Services, or public opinion of the other party or which brings the other party into disrepute; or
- 3.4.2. Will publicly display (for example on websites or social networking sites) objectionable or derogatory comments about the Services, this Agreement, each other or any of the party's personnel, and will ensure its personnel do not do so.

If such a statement or comment is made or displayed, that party will, at the request and with the prior agreement of the other party, promptly make an appropriate retraction or take such other remedial steps as are appropriate and reasonable in the circumstances. This will be without prejudice to any other rights, remedies or actions available to the other party. Nothing in this clause 3.4 will apply to any statement or comment made by the Supplier in the proper exercise of its provision of the Services in relation to a Referred Matter, provided such statement is only made to ACC or a party to the Referred Matter.

4. RESPONSIBILITIES OF PARTIES

- 4.1. The Supplier agrees to:

- 4.1.1. provide the Services in accordance with the provisions of this Agreement, including the KPIs and the relevant provisions of the AC Act; and
- 4.1.2. advise ACC immediately if an Insolvency Event occurs (or is likely to occur) in respect of the Supplier, or on the bankruptcy or liquidation of the Supplier.

- 4.2. ACC agrees to:

- 4.2.1. pay the Supplier for the Services as required by this Agreement and in accordance with and subject to the provisions of this Agreement at the Fees specified in Schedule 2 - Pricing Schedule;
- 4.2.2. provide the Supplier with any information the Supplier has reasonably requested to enable the delivery of the Services;
- 4.2.3. comply with all Law applicable to it as well as the *Standards of Integrity and Conduct* issued by the State Services Commission (www.ssc.govt.nz); and
- 4.2.4. carry out any obligations or responsibilities specifically allocated to ACC in this Agreement, including those specified in any Schedule.

- 4.3. Both parties agree to:

- 4.3.1. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other;
- 4.3.2. consult with each other whenever and as often as may be appropriate on matters affecting their respective obligations;

- 4.3.3. notify each other immediately of any actual or anticipated issues regarding the Services or this Agreement that could:
 - 4.3.3.1. significantly impact on the Services or Fees; or
 - 4.3.3.2. receive media attention.
- 4.4. Nothing in this Agreement shall affect the statutory obligations of any party or shall bind any party to do or refrain from doing anything in a manner that is not consistent with the Law.

5. PERFORMANCE OF SERVICES

- 5.1. The Supplier will:
 - 5.1.1. ensure the stipulated time, cost and quality objectives of ACC, as specified under this Agreement are met;
 - 5.1.2. provide all expertise and resources necessary to deliver the Services;
 - 5.1.3. take all steps necessary to clarify ACC's requirements for the Services;
 - 5.1.4. ensure the Services are performed by contractors and/or personnel who have the knowledge, qualifications, skill base and experience appropriate for the provision of the Services, and who have been trained and briefed appropriately to provide the Services;
 - 5.1.5. perform the Services so as to comply with the relevant parts of the AC Act, any Service specifications and other instructions, information and documents provided by ACC under this Agreement, provided the Supplier's performance is not inconsistent with the ability of Reviewers to act independently in conducting Review Services;
 - 5.1.6. advise ACC immediately if the Supplier becomes aware of any matter which may change or delay the performance of the Services. The advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it;
 - 5.1.7. not make any Material alteration to, addition to, or omission from the work approved by ACC at any stage of the Services without ACC's prior agreement; and
 - 5.1.8. ensure that all reports and other written communications to ACC are clear, thorough, complete and acceptable to ACC in both form and substance.
- 5.2. The Supplier acknowledges that its performance of the Services is critical in ensuring an effective process for ACC Customers. ACC may at all times evaluate the Services provided by the Supplier, and the Supplier will provide information reasonably requested to enable ACC to undertake an effective and objective performance evaluation. The parties shall provide each other with regular constructive and objective feedback on the performance of Services, in order to optimise the benefits and address any issues. The basis for ACC's assessment of the Supplier's performance will be the monthly performance reporting provided by the Supplier in measuring the delivery of Services as detailed in Schedule 1 - Scope of Services and Schedule 3 - Service KPIs and SLAs. ACC will use the reports provided by the Supplier to monitor the Supplier's performance.
- 5.3. In performing the Services, the Supplier shall co-operate fully with other suppliers involved with providing Services to ACC for the purpose of facilitating, to the maximum extent possible, the provision of Services by both the Supplier and those other suppliers to ACC. To avoid doubt, in providing such assistance the Supplier will not be required to disclose its Confidential Information or its Intellectual Property Rights to any third party suppliers.
- 5.4. The Supplier agrees to meet the Service deliverables contained in the Key Performance Indicators at Schedule 3 - Service KPIs and SLAs.
- 5.5. In addition to its monitoring under clause 5.2, ACC will evaluate the Services provided by the Supplier on a quarterly and annual basis, or at any other time, following notice to the Supplier in writing of its intention to do so. ACC may use such methods and processes as it considers appropriate to enable an effective and objective evaluation of the Supplier's performance against the KPIs. The Supplier will provide such information reasonably requested by ACC for the purpose of the evaluation. ACC will inform the Supplier of the provisional results of the evaluation, give the

Supplier a reasonable opportunity to comment, and take reasonable account of any comment before finalising the evaluation and providing a copy to the Supplier.

- 5.6. In addition to the monitoring and evaluation processes described in this clause 5, the parties will:
- 5.6.1. conduct monthly and quarterly meetings to discuss the provision of the Services and the operation of this Agreement, including any concern that ACC may have about the level of performance revealed through the Supplier's monthly reports or as a result of a quarterly or annual review or a performance evaluation, and any concern the Supplier may have about the operation of this Agreement or its relationship with ACC;
 - 5.6.2. meet at any other time as necessary to resolve any performance issues as they arise; and
 - 5.6.3. generally provide each other with regular constructive and objective feedback on the performance of Services and the operation of the dispute resolution process, to optimise the effective performance of the Services by the Supplier and to address any issues.

6. CHANGE PROCESS

- 6.1. ACC may make a written request to the Supplier to change, reject, cancel or suspend any Service and the Supplier shall take all reasonable steps to comply, provided they can do so within their contractual obligations to third parties.
- 6.2. In the event of any such request, ACC will reimburse the Supplier for any expenses to which they are committed (at the rates specified in this Agreement), and will pay a pro-rata proportion of an agreed quotation for Services already supplied.
- 6.3. If additional Services are required, the parties will follow the procedures and disciplines in clause 2 and clause 5 above.
- 6.4. If any such request is made due to an error or omission by the Supplier or the Supplier's subcontracted service provider, or due to any Services not meeting the requirements or specifications described or referred to in this Agreement, then the Supplier will promptly meet the request at no cost to ACC.
- 6.5. Any agreement to change, reject, cancel or suspend any Service under this clause 6 must be given effect by means of a Variation to this Agreement under clause 18, and the provisions of that Variation will apply accordingly.

7. STANDARD OF SERVICES

- 7.1. The Supplier will perform the Services in accordance with Good Industry Practice.
- 7.2. The Supplier must ensure that the Services delivered by the Supplier:
 - 7.2.1. are suitable for their intended purposes;
 - 7.2.2. comply with the requirements for the Services set out in this Agreement; and
 - 7.2.3. comply with all relevant Laws including the AC Act, Privacy Act 1993, Employment Relations Act 2000 and the Health and Safety at Work Act 2015.
- 7.3. The Supplier will ensure that it regularly monitors and reviews its systems and procedures used in the delivery of the Services. Any weaknesses identified will be documented and remedial action will be undertaken immediately.
- 7.4. The Supplier will continuously identify and implement quality improvements in the delivery of the Services to ACC and its customers.

8. REVIEWERS

- 8.1. This clause 8 applies where Reviewer Administration Services are included in the list at Page 1 of this Agreement.
- 8.2. Where the Supplier is requested to provide Reviewer Administration Services, the Supplier will provide ACC with a list of individuals who have indicated to the Supplier their interest in acting as Reviewers. ACC will provide a Letter of Engagement to each Reviewer acceptable to it. The Letter of Engagement will set out that ACC engages the Reviewer to undertake Review Services in accordance with Part 5 of

the AC Act until the Reviewer indicates otherwise to the Supplier (the Supplier will then notify the same to ACC).

- 8.3. The Supplier shall ensure that Reviewer Services are provided only by the Reviewers who have received and agreed to a current Letter of Engagement with ACC.
- 8.4. The Supplier may, at any time during the Term, notify ACC of the names of additional individuals who have indicated to the Supplier their interest in providing Review Services. ACC will arrange a Letter of Engagement to be provided to each of the additional individuals.

9. ACCOUNT MANAGEMENT

- 9.1. ACC's Contract Manager and the Supplier's Key Account Manager (together called the "Contract Managers"), as named in Schedule 4 - Contact Details, are responsible for managing this Agreement, including:
 - 9.1.1. managing the relationship between the parties;
 - 9.1.2. overseeing the effective implementation of this Agreement; and
 - 9.1.3. being the first point of contact for any issues that arise.
- 9.2. The Supplier's Key Account Manager will be responsible nationally for:
 - 9.2.1. day to day operational enquiries;
 - 9.2.2. overall performance of the Supplier;
 - 9.2.3. maintaining performance expectations as outlined in Schedule 3 - Service KPIs and SLAs;
 - 9.2.4. identification of potential savings;
 - 9.2.5. co-ordination of all reporting requirements; and
 - 9.2.6. co-ordination of the business review meetings.
- 9.3. If a party changes a Contract Manager it must tell the other party, in writing, the name and contact details of the replacement within five (5) Working Days of the change. A Variation does not need to be executed for changes to the Contract Manager.
- 9.4. Each party will ensure that a representative (such representative to be notified to the other party) will be contactable between 7am to 7pm on all Working Days). If a party's designated representative is temporarily unavailable (for example, due to leave or illness), that party will notify the other party of an alternative contact.

10. CONFLICTS OF INTEREST AND INDEPENDENCE

Avoiding Conflicts of Interest

- 10.1. The Supplier warrants that as at the Commencement Date, it has no Conflict of Interest in providing the Services or entering into this Agreement.
- 10.2. The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell ACC

- 10.3. The Supplier must tell ACC immediately, and in writing, if any Conflict of Interest arises in relation to the Services or this Agreement. If a Conflict of Interest does arise the parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each party must pay its own costs in relation to managing a Conflict of Interest.
- 10.4. The Supplier will at all times during the Term of this Agreement use its best endeavours to ensure that no action is taken by itself, its personnel and sub-contractors which could or might result in or give rise to the existence of conditions prejudicial to or in conflict with the interests of ACC if such action touches upon or relates to the performance of this Agreement.

Independence

- 10.5. To the extent applicable, the Supplier must comply with the AC Act, and must ensure that Reviewers comply with the Reviewer's duties under section 138 of the AC Act. The Supplier shall: