

22 June 2017

Mr David Lawson
fyi-request-5758-1cf39c87@requests.fyi.org.nz

Dear Mr Lawson

Official Information Act Request

Thank you for redefining your request.

We again acknowledge that you were not satisfied with our response, of 5 May 2017, to your initial request of 20 April 2017. Under the Official Information Act 1982, ACC was obliged to make a decision by 19 May 2017. It fulfilled that obligation by making the decision to provide generic contracts for all District Health Boards (DHBs) that were in force for the dates you specified.

The second part of the main contract consists of Service Schedules entered into under the main agreement. Please note there is no collective generic Service Schedule that is part of the main contract. The different service types are each written on separate Service Schedule templates, which form part of the main agreement. Consequently, this was not provided in our response of 5 May 2017. We apologise for not explaining this clearly at the time.

Your subsequent emails of 18 and 30 May 2017 have been treated as new requests for information under the Official Information Act 1982 (the Act).

I now refer to your email of 8 June 2017, in response to our letter dated 7 June 2017 requesting that you refine your requests of 18 and 30 May 2017.

We note you have asked that ACC's response include your actual wording of your requests, rather than a paraphrase. Therefore, attached is a copy of your emails of 18 and 30 May, and 8 June 2017.

Given the amount of information you have provided and the similarity of some of your requests, we are concerned we may inadvertently not respond to all your queries. Consequently, we have extracted from your 8 June 2017 email the sections which are requests for information under the Act and numbered these sequentially.

You requested:

1. *"a copy of the ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Organisational Terms and Conditions (Part 1) that was in force as at the 1 January 2012, and the copy of (Part 1) of the Agreement that was in force on 1 July 2014.*
2. *Please confirm if (Part 2) of the ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Service Schedule, provides a summarised/appendixed summary of each of the service Schedules in list form as at 1 January 2012 and the 30 June 2014. If so can you please incorporate this summarised information and provide also immediately.*

- 3 A copy of the original ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the WAITEMATA DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) that was in force as at the 1 January 2012, and the copy of (Part 1) of the Agreement that was in force on 1 July 2014.
- 4 Please confirm if (Part 2) of the ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION the WAITEMATA DISTRICT HEALTH BOARD FOR Service Schedule, provides a summarised/appendixed summary of each of the service Schedules in list form as at 1 January 2012 and the 30 June 2014. If so can you please incorporate a copy of this summarised information and provide also immediately.
- 5 please provide a copy of the original Contracts for services that was in effect as at 1 July 2014 and additionally 1 April 2016 between the Accident Compensation Corporation and the WAITEMATA DISTRICT HEALTH BOARD FOR that make up the documents forming the Contract listed on page 1 and being referred to as;- 1. This Cover Page, and 2. Standard Terms and Conditions.

Please confirm whether the following documents forming the Contract listed on Page 1 as at 1 July 2014 and additionally 1 April 2016; 3. Service Schedules entered into under this Contract, and 4. Any Variations made according to this Contract are summarised/itemised and if so please provide a copy of these lists/summaries immediately for each respective year.

- 6 A copy of the original ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the AUCKLAND DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) that was in force as at the 1 January 2012, and the copy of (Part 1) of the Agreement that was in force on 1 July 2014.
- 7 Please confirm if (Part 2) of the ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION the AUCKLAND DISTRICT HEALTH BOARD FOR Service Schedule, provides a summarised/appendixed summary of each of the service Schedules in list form as at 1 January 2012 and the 30 June 2014. If so can you please incorporate a copy of this summarised information and provide also immediately.
- 8 please provide a copy of the original Contracts for services that was in effect as at 1 July 2014 and additionally 1 April 2016 between the Accident Compensation Corporation and the AUCKLAND DISTRICT HEALTH BOARD FOR that make up the documents forming the Contract listed on page 1 and being referred to as;- 1. This Cover Page, and 2. Standard Terms and Conditions.

Please confirm whether the following documents forming the Contract listed on Page 1 as at 1 July 2014 and additionally 1 April 2016; 3. Service Schedules entered into under this Contract, and 4. Any Variations made according to this Contract are summarised/itemised and if so please provide a copy of these lists/summaries immediately for each respective year.”

- 9 “please provide to me a copy of the following service schedules or equivalent that were in force under;

Request 3 and 4 respectively for the Waitemata District Health Board and the Auckland District Health Board as at;

(1) 1 January 2012 for each respective district health board under the ACC Heath Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES

BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Service Schedule (Part 2) that was in force, and

(2) 30 June 2014 for each respective district health board under the ACC Health Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Service Schedule (Part 2) that was in force, and

(3) 1 July 2014 for each respective district health board under the Contract for services between Accident Compensation and each of the WDHB and ADHB's, and

(4) 1 April 2016 for each respective district health board under the Contract for services between Accident Compensation and each of the WDHB and ADHB's"

- 10 *Please also provide a summarised version of the 135 documents that you have referred to in your response dated 7 June 2017 as having applied to the WDHB and ADHB's contracts for services. Once received I can establish if all of this information is relevant."*

To avoid repetition we have grouped the similar requests and provided a response to these. The question numbers are those listed above.

Our response

Question 1

Information provided to you on 5 May 2017 supplied you with generic copies of the 'Contract for services between ACC and suppliers' which was in force on 1 July 2014 and 1 April 2016. These contracts replaced the 'ACC Health Purchasing Master Agreement' between ACC and DHBs which was in force on 1 January 2012. A copy of that Agreement was not supplied, on 5 May 2017, as ACC believed you already had a copy in your possession, as implied from your 20 April 2017 request. A copy of the Agreement is now attached.

Questions 2, 4, and 7

ACC has no summarised list of the service schedules that are included in the main contracts for each of the 20 DHBs. Each DHB provides specific service types which are detailed in individual Service Schedules. In line with section 18(e) of the Act, this part of your request is declined as the document alleged to contain the information requested does not exist.

Questions 3, 5, 6, and 8

ACC is unable to provide original signed copies of contracts and/or Service Schedules between ACC and each of the DHBs, for the dates you specified. The individual contracts and service schedules are not held in electronic form.

Unfortunately, the area these documents are stored in was affected by the November 2016 earthquake. As a result the paper copies cannot be readily retrieved. Your request would require substantial collation and research and is therefore declined. This decision complies with section 18(f) of the Act.

Question 9

You identified 21 services for which you have requested full copies of the service schedules for all DHBs.

As explained above, each DHB provides specific service types which are detailed in individual Service Schedules that make up part of their contract with ACC.

As there are 20 DHBs, to provide the information you seek would require an extensive search for potentially up to 420 documents. This information is not readily retrievable and would involve substantial collation and research. Therefore, this part of your request is declined under section 18(f) of the Act.

You have also requested full copies of the service schedule that applied specifically to the Waitemata DHB and the Auckland DHB. As advised in our 7 June 2017 letter, the initial investigation of the service contracts specific to Waitemata DHB and the Auckland DHB identified the Service Schedules they each hold or held. From the list of service types you provided only six service types came into the scope of your request. Copies of these are attached.

Question 10

The following is a summary of the 135 documents referred to in our letter dated 7 June 2017.

- Three sets of 'Terms and Conditions' for the Auckland and Waitemata DHBs for three date periods = 6 documents
- 41 sets of 'Service Schedules' for the two DHBs for three date periods = 125 documents
- An estimate of four possible other variations = 4

To assist you to understand the scope of these documents, we have provided a table outlining the Service Schedule contracts held by the Waitemata DHB and the Auckland DHB, from 2012 to the present day. The table also shows the status of each of the service types.

Queries or concerns

If you have any questions you can contact us at GovernmentServices@acc.co.nz

You also have the right to complain to the Office of the Ombudsman if not satisfied with ACC's decision. You can call them on 0800 802 602 between 9am and 5pm on weekdays, or write to *The Office of the Ombudsman, PO Box 10152, Wellington 6143*.

Yours sincerely

Government Engagement and Support

Enclosures:

- Document 1 – Emails dated 18 & 30 May 2017, and 8 June 2017
- Document 2 – Agreement For Services between Accident Compensation Corporation and DHBs
- Document 3 – Service Schedule; High Tech Imaging
- Document 4 – Service Schedule; Non-Acute Inpatient Rehabilitation Services
- Document 5 – Service Schedule; TI - Adults with other injuries
- Document 6 – Service Schedule; TI – Adults with TBI
- Document 7 – Service Schedule; TI – Advisory Service
- Document 8 – Service Schedule; TI – Children and Young People
- Document 9 – Waitemata and Auckland DHB Service Schedules 2012-2017

From: David Lawson <fyi-request-5758-1cf39c87@requests.fyi.org.nz>
Sent: Thursday, 18 May 2017 1:18 a.m.
To: Government Services
Subject: Re: OIA - Agreement for Services between ACC and DHBs

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Government Services,

I note receipt of your FYI response of 5 May 2017 to my original FYI request of April 20, 2017, and my further communication of April 23, 2017 responding to your communication dated April 21, 2017.

It is noted that ACC Government Services response May 5, 2017, to my requests for Official Information referred to above has failed to provide me with the specific official information that I requested.

It is noted that ACC Government Services have incorrectly provided me with generic copies of ACC's July 2014 and April 2016 versions of their Standard Terms and Conditions (Contract for services between Accident Compensation Corporation and [supplier], which you have advised on 5 May 2017 replaced the ACC Health Purchasing Master Agreement (Version 2) titled AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2).

While OIA Request 1. of my OIA request of 20 April 2017 has been answered to my satisfaction, OIA Requests- 2), 3), and 4) which I quote below have not;

"2). I would also appreciate you making available to me a copy of the equivalent referred ACC Health Purchasing Master Agreement between ACC and DHB's that was in force as at 1 January 2012, and all subsequent updates to the Master Agreement's for DHB's through until present day.

3) I welcome the provision a copy of the ACC Health Purchasing Master Agreement between ACC and Waitemata District Health Board that was in force as at 1 January 2012, and copies of all subsequent updates to said Agreement/s through until present.

4) I welcome the provision a copy of the ACC Health Purchasing Master Agreement between ACC and Auckland District Health Board that was in force as at 1 January 2012, and copies of all subsequent updates to said Agreement/s through until present."

when in the context of my correspondence of 23 April 2017, I made it known that for my OIA Requests 2), 3), and 4). quoted again above, to expedite ACC Government Services provision of the specified official information that I am seeking that I was prepared to receive copies of each specific Agreement named in OIA Requests 2), 3), and 4), that were in effect as at 1 January 2012, 1 July 2014 and 1 July 2016.

I now outline below, individually how ACC Government Services have failed to provide me with the official information that I sought on 20 and 23 April 2017, specifically for Requests 2), 3), and 4), and therefore are in breach of the Official Information Act 1982 with respect to the three OIA requests noted below;

OIA Request 2 of 20 April 2017, stated;

"2). I would also appreciate you making available to me a copy of the equivalent referred ACC Health Purchasing Master Agreement between ACC and DHB's that was in force as at 1 January 2012, and all subsequent updates to the Master Agreement's for DHB's through until present day."

with my OIA Request 2). dated 20 April 2017 adjusted 23 April 2017, to request copies of the above mentioned agreement that was in effect as at 1 January 2012, 1 July 2014 and 1 July 2016.

How is ACC Government Services in breach of my OIA Request 2)?.

ACC has failed to provide me with a copy of the ACC Health Purchasing Master Agreement between ACC and DHB's that was in force as at 1 January 2012.

I requested that ACC Government Services provide me with a copy of this agreement that was in force as at 1 January 2012 since the copy of the agreement that I happened across, did not state the date the agreement was signed off and I have no way of establishing the authenticity of the document since it was not provided to me through ACC Government Services, and for which I have been unable to locate the documentation through a verified ACC accredited source to date.

Requested Remedy for ACC Government Services breach of my OIA Request 2).-

Please remedy ACC Government Services Breach of my rights under the OIA 1982, by making available to me by the end of business close on the 21 May 2017 a copy of the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2). that was in effect as at 1 January 2012.

OIA Request 3 of 20 April 2017, stated;

"3) I welcome the provision a copy of the ACC Health Purchasing Master Agreement between ACC and Waitemata District Health Board that was in force as at 1 January 2012, and copies of all subsequent updates to said Agreement/s through until present.

"

with my OIA Request 3) dated 20 April 2017 adjusted 23 April 2017, to request copies of the above mentioned agreement that was in effect as at 1 January 2012, 1 July 2014 and 1 July 2016.

You have advised in your correspondence of 5 May 2017 that the "Contract for services between ACC and suppliers" replaced in July 2014 the previous AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME} FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2).

How is ACC Government Services in breach of my OIA Request 3?

Compliance with my OIA Request 3) of my OIA's of 20 and 23 April 2017, given the updating of the agreements as at July 2014 and April 2016, placed the obligation upon ACC Government Services to provide to me with copies of;

i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the WAITEMATA DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012.

ii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

for which ACC Government Services has failed to provide me with.

How has ACC Government Services breached my OIA Request 3)?

ACC have not provided to me copies of the 3 specific documents that are listed above under Request 3) listed under i), ii) and iii) above. Each document above noted as (i), ii) and iii) under Request 3) will be a complete copy of the original

documents in force between the Accident Compensation Corporation (ACC) and the Waitemata District Health Board (WDHB) as at 1 January 2012, 1 July 2014 and 1 July 2016.

Naturally each document will show the signatures and names of the Authorised staff from both the ACC and THE WDHB who signed each document, and each document provided to me will include any and all amendments and annexes to the main contract/agreement

Requested Remedy for ACC Government Services breach of OIA Request 3) -

Please remedy ACC Government Services Breach of my rights under the OIA 1982, by making available to me by the end of business close on the 21 May 2017 a copies of ;

i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the WAITEMATA DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012., and

ii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

OIA Request 4 of 20 April 2017, stated;

"3) I welcome the provision a copy of the ACC Health Purchasing Master Agreement between ACC and Auckland District Health Board that was in force as at 1 January 2012, and copies of all subsequent updates to said Agreement/s through until present.
"

with my OIA Request 3) dated 20 April 2017 adjusted 23 April 2017, to request copies of the above mentioned agreement that was in effect as at 1 January 2012, 1 July 2014 and 1 July 2016.

You have advised in your correspondence of 5 May 2017 that the "Contract for services between ACC and suppliers" replaced in July 2014 the previous AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND [DHB NAME] FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2).

How is ACC Government Services in breach of my OIA Request 4)?

Compliance with my OIA Request 4) of my OIA's of 20 and 23 April 2017, given the updating of the agreements as at July 2014 and April 2016, placed the obligation upon ACC Government Services to provide to me with copies of;

i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the AUCKLAND DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012., and

ii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

for which ACC Government Services has failed to provide me with.

How has ACC Government Services breached my OIA Request 4)?

ACC have not provided to me copies of the 3 specific documents that are detailed above under Request 4) listed under i), ii) and iii) above. Each document above noted as (i), ii) and iii) under Request 4) which will be a complete copy of the original documents in force between the Accident Compensation Corporation (ACC) and the Auckland District Health Board (ADHB) as at 1 January 2012, 1 July 2014 and 1 July 2016.

Naturally each document will show the signatures and names of the Authorised staff from both the ACC and The ADHB who signed each document, and each document provided to me will include any and all amendments and annexes to the main contract/agreement

Requested Remedy for ACC Government Services breach of OIA Request 4) -

Please remedy ACC Government Services Breach of my rights under the OIA 1982, by making available to me by the end of business close on the 21 May 2017 a copies of ;

i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the AUCKLAND DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012.

ii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

My official information requests for the specified agreements specific to the WDHb under OIA Request 2). and the ADHB under OIA Request 3) were made so that I can fully understand the obligations between the separate and respective DHB's in the context of the service provision by both the WDHb and the ADHB in the handling of accidental injuries between 1 January 2012 and present day.

ACC Government services incorrect provision of two generic service contracts incepted in July 2014 and April 2016, that are not the actual the specific contracts that I have requested, has now caused unnecessary delay in the provision of this information to myself.

Again I respectfully request that the official information that I requested from ACC Government Services on 20 and 23 April 2017, and for which has not been provided to me in breach of ACC Government Services' obligations to me under the Official Information Act 1982, be provided to me under urgency by the end of business close on the 21 May 2017, and as per usual under s16(2) of the Official Information Act, my preferred way of receiving a response is by email to the address from which ACC received the original request, not by post.

I thank you for your time and assistance.

Yours sincerely,

David Lawson

-----Original Message-----

Link: [1]File-List

Good afternoon Mr Lawson

Attached is ACC's response to your requests of 20 and 23 April 2017.

Regards

Government Services

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References

Visible links

1. <file:///tmp/cid:filelist.xml@01D2C5BC.2F078070>

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From: David Lawson <fyi-request-5758-1cf39c87@requests.fyi.org.nz>
Sent: Tuesday, 30 May 2017 10:07 a.m.
To: Government Services
Subject: RE: OIA - Agreement for Services between ACC and DHBs

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Loaded on AR as OIA

Dear Government Services,

I note receipt of your message dated May 26, 2017 which responded to my communications dated 18 May 2017.

My communications to ACC government services on 18 May 2017 drew attention to the fact that ACC government services response dated 5 May 2017 to my request for official information submitted through FYI on 20 April 2017, substantively and materially failed the Accident Compensation's obligations to me under the Official Information Act 1982, by not having provided me with the specific official information that I had requested on 20 April 2017 in respect of my OIA Requests 2), 3) and 4).

The communications of 18 May 2017, also brought to ACC Government Services attention that as at 19 May 2017 the Accident Compensation would be in statutory breach of the OIA 1982 in respect of the non provision of the specific information that I respectfully requested in my OIA request of 20th April 2017 in Requests 2), 3) and 4).

My initial communication on 18 May 2017 to Government Services requested remediation under urgency by the 21 May 2017 to be applied to the provision of the specific official information requested in Requests 2), 3) and 4). submitted 20 April 2017, that ACC Government Services has withheld without providing statutory reasons for the non provision of the official information past the 19th May 2017.

My follow up communication on the 18 May 2017, brought my request for the provision of the specific official information unreasonably withheld in ACC Government Services communication of 5 May 2017 under urgency back to the 19 May 2017, marking when the Accident Compensation Corporation became fully in breach of my statutory rights under the Official Information Act 1982, should ACC have not provided me with the specific official information requested in my OIA Requests 2), 3) and 4) submitted to ACC through FYI on the 20 April 2017.

The Accident Compensation Corporation by the end of business close today will be 11 days in statutory breach of the Corporation's obligations to me under the Official Information Act 1982, by not having provided me with the specific official information that I requested in Requests 2), 3) and 4), of my OIA requests submitted to the Accident Compensation Corporation through www.FYI.org.nz on the 20 April 2017.

If my request for urgency had have been adhered to and the information under requests 2), 3) and 4) had been specifically provided to me in full within the 10 working days respectfully requested on 20 April 2017, by the 5 May 2017, I would have been able to proceed and make use of the official information that currently remains outstanding, in breach of Accident Compensation Corporations obligations to me under the Official Information Act 1982 in response to my OIA requests submitted through FYI on 20 April 2017.

I respectfully request that the Accident Compensation Corporation remedy this situation immediately by providing the specific official information in full without further delay that I requested in my official information Requests 2), 3) and 4) on 20 April 2017, and which has been unreasonably withheld past the Corporation's statutory 20 working day obligations (19 May 2017, if ACC did not apply urgency as per my request) under the Official Information Act 1982.

Yours sincerely,

David Lawson

-----Original Message-----

Good afternoon Mr Lawson

Thank you for your email in response to ACC's decision letter dated 5 May 2017.
We are treating your email as a new request for information under the Official Information Act 1982.

The new information request is as follows:

"1. A copy of the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND {DHB NAME] FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2). that was in effect as at 1 January 2012.

2. i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the WAITEMATA DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012., and

ii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the WAITEMATA DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

Naturally each document will show the signatures and names of the Authorised staff from both the ACC and the WDHB who signed each document, and each document provided to me will include any and all amendments and annexes to the main contract/agreement

3. i) the AGREEMENT FOR SERVICES BETWEEN ACCIDENT COMPENSATION CORPORATION AND the AUCKLAND DISTRICT HEALTH BOARD FOR Organisational Terms and Conditions (Part 1) Service Schedule(s) (Part 2) that was in effect as at 1 January 2012.

ii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2014, and

iii) the Contract for services between ACC and the AUCKLAND DISTRICT HEALTH BOARD that was in effect as at 1 July 2016.

Naturally each document will show the signatures and names of the Authorised staff from both the ACC and the ADHB who signed each document, and each document provided to me will include any and all amendments and annexes to the main contract/agreement."

We are currently looking into your request and will be in touch with you as soon as possible and certainly by 16 June 2017.

Regards
OIA Services, Government Engagement and Support

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External Medical Panels

Functional capacity evaluations

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Neuropsychological assessment services Non-acute rehabilitation services Primary response in medical emergencies

(PRIME) Specialist spinal cord injury services Supported Activity programmes Supported Employment service Supported

Living service Training for Independence Services Transition service Urgent Care Clinic services Vocational Medical

Services

Vocational Rehabilitation services

Please also provide a summarised version of the 135 documents that you have referred to in your response dated 7 June 2017 as having applied to the WDHb and ADHB's contracts for services. Once received I can establish if all of this information is relevant.

XX

Requested Immediate Remedies;

It would be appreciated if you could confirm whether the original information that I have requested from each of the district health boards is held in PDF format which can simply be placed on a memory stick with ease and supplied to me in this manner.

It would also be appreciated if you could confirm whether this information that I have requested is available to the public, and whether I am able to visit an ACC office to view and disseminate so as to establish what information I require and therefore be in a position to refine my search any further.

If this information is not publicly available within each of the relevant DHB catchment areas, I would appreciate ACC Government Services providing an explanation as to why this is not the case in the name of fairness and transparency, since the contract for services between the Accident Compensation and the DHB's or an alternative service provider effectively defines the required standards of care that should be available to an accidentally injured person, and the basis for which an ACC claimant can base their appeal and or complaint to either ACC, the Agency or any other applicable oversight agency in order to seek remedy for services that fail to meet the required standards.

I thank you for your time and assistance and look forward to receiving the above official information and clarifications in the time frames requested above.

Yours sincerely,

David Lawson

-----Original Message-----

Good afternoon Mr Lawson

Please find attached a letter in response to your emails of 18 and 30 May 2017.

Regards

OIA Services

Government Engagement and Support

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AGREEMENT FOR SERVICES
BETWEEN
ACCIDENT COMPENSATION CORPORATION

AND
[DHB NAME]

For

Organisational Terms and Conditions (Part 1)
Service Schedule(s) (Part 2)

Contract Number: HWxxx

(Version 2)

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AGREEMENT FOR SERVICES

This Agreement is made on the _____ day of _____ 2004

Between ACCIDENT COMPENSATION CORPORATION

a statutory corporation continued by the Injury Prevention, Rehabilitation, and Compensation Act 2001 ("ACC ")

and [VENDOR NAME] ("the Vendor")

ACC AND THE VENDOR AGREE that:

1. The Vendor will provide each Service described in the Service Schedules for the Term described in clause 1 of the Quick Reference Information of the applicable Service Schedule.
2. ACC will pay for each Service provided during the relevant Term for that Service, subject to and in accordance with the terms and conditions set out in this Agreement which are applicable to that Service;
3. Each party will comply with all the provisions of this Agreement that apply to it;
4. This Agreement includes the Parts listed below, and any variations to this Agreement made at any time:
Part 1 : Organisational Terms and Conditions
Part 2 : Service Schedules

Signed for and on behalf of Accident Compensation Corporation

Name: David Simpson

Title: Manager,

Claims Management Health Procurement _____
(Signature)

Date:

In the presence of:

Name:

Title:

Date: _____
(Signature)

Signed for and on behalf of [Vendor Name]

Name:

Title:

Date: _____
(Signature)

In the presence of:

Name:

Title:

Date: _____
(Signature)

PART 1 ORGANISATIONAL TERMS AND CONDITIONS

SCHEDULE 1 - QUICK REFERENCE INFORMATION

1 VENDOR'S BANK ACCOUNT (SCHEDULE 5, CLAUSE 3.3)

Bank and Branch: enter here

Account Number: enter here

2 GST NUMBER

enter here

3 ADDRESSES FOR NOTICES (SCHEDULE 2, CLAUSE 13)

NOTICES FOR ACC TO:

ACC

Shamrock House

81-83 Molesworth Street (For deliveries)

PO Box 242 (For mail)

WELLINGTON

Marked: "Attention: General Manager, ACC Health Purchasing"

Facsimile: (04) 918 7401

NOTICES FOR VENDOR TO:

(ADD STREET AND PO BOX DETAILS)

(NAME)

(For deliveries)

(For mail)

Marked: "Attention: (ADD TITLE OF PERSON)"

Facsimile: (ADD FAX NUMBER)

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

1 RELATIONSHIP OF PARTIES

1.1 Independent Contractor

The Vendor 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 Vendor or any of its proprietors, officers, employees or subcontractors.

1.2 Privity of Contract

Nothing in this Agreement is intended to confer any enforceable rights or benefits on a Claimant.

1.3 Complete Agreement

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.

1.4 No Adverse Comments

Neither party will make any oral or written statement or comment to the media, any Claimant or any member of the public in relation to the operation of this Agreement which criticises the other party or which could adversely affect a Claimant's or public opinion of the other party or which brings the other party into disrepute. But if such a statement or comment is made, 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.

1.5 Contract Excludes Regulations

This Agreement and any other agreement in effect between the parties at the relevant time exclusively regulate the provision by the Vendor for ACC of personal health services of the kinds included within the Services that are to be provided under this Agreement for a particular Claimant and the pricing and the payment obligations of ACC for those Services. In particular, the Vendor will not make a claim against ACC for payment for any of those Services under any regulations under the IPRC Act.

2 PARTIES REMAIN RESPONSIBLE

2.1 Assignment/Subcontracting

The Vendor, subject to clause 2.2, shall not assign, transfer, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under this Agreement or any part of this Agreement without the prior written consent of ACC, such consent not to be unreasonably withheld.

2.2 ACC Prior Consent not Required to Certain Subcontracts

The Vendor need not obtain the prior written consent of ACC to a subcontract for the provision of certain (but not all) of the Services by Registered Health Practitioners provided that the subcontract is in writing and requires the Services for Claimants to be provided by or under the supervision of Registered Health Practitioners.

2.3 Ensure Subcontractors Bound

The Vendor shall ensure there is included in every agreement entered into with a subcontractor provisions, which enable the Vendor to discharge and secure compliance with its obligations under this Agreement including (without limitation) clause 4 of this Schedule 2.

2.4 Vendor not Relieved

The assignment, transfer, subcontracting or other disposal of any of the Vendor's liabilities or obligations shall not relieve the Vendor from any liability or obligation.

2.5 Change in Control

If at any time there is a change in the shareholding or ownership of the Vendor that alters the effective control of the Vendor (other than where the Vendor is a company whose shares are listed on any recognised Stock Exchange) without the Vendor obtaining ACC's prior written approval to the change, then ACC may, within 15 working days of receiving notice of the change, give to the Vendor notice of breach pursuant to clause 9.1.

3 RESPONSIBILITIES OF PARTIES

3.1 Vendor to Provide Services

The Vendor agrees to:

3.1.1 provide the Services in accordance with the provisions of this Agreement;

3.1.2 advise ACC immediately if an Insolvency Event occurs in respect of the Vendor or on the bankruptcy or liquidation of the Vendor.

3.2 ACC to Pay for Services

ACC agrees to:

3.2.1 pay the Vendor for the Services as required by this Agreement and in accordance with and subject to the provisions of this Agreement;

3.2.2 comply with all Law applicable to it.

3.3 Good Faith

Both Parties agree to act in good faith and consult with each other whenever and as often as may be appropriate on matters affecting their respective obligations.

3.4 Statutory Obligations

Nothing in this Agreement shall affect the statutory obligations of either Party to Claimants or shall bind either Party to do or refrain from doing anything in a manner that is not consistent with the Law.

4 INFORMATION/CONFIDENTIALITY

4.1 General

All matters relating to this Agreement and all information acquired or received by either Party in the course of or under this Agreement shall be held confidential and shall not be divulged in any way to any other person without the prior written approval of the Party which provided the information.

4.2 Tape Recording of Meetings by Claimants

ACC's policy is to permit Claimants to make audio recordings of meetings. In anticipation that the Claimant may use their recording for complaints proceedings, the Vendor should ensure that the Service Provider also document the meeting.

4.3 Information about Assessors

In order to act in a manner consistent with the Code of ACC Claimant's Rights, ACC will allow Claimants to choose their Assessor. In order to allow Claimant choice of Assessor, ACC will, upon request from the Vendor, provide details of the qualifications and experience of available Assessors in the Claimant's geographic location.

4.4 No Breach

Disclosure of information in the following circumstances shall not be a breach of clause 4.1:

- 4.4.1 to any non- registered Health Professional consultants on obtaining a similar undertaking of confidentiality from such Health Professional;
- 4.4.2 to the extent that the information has become generally available to the public other than as a result of unauthorised disclosure by a Party;
- 4.4.3 to the extent that a Party is required to disclose the same pursuant to the Official Information Act 1982 or any other Law;
- 4.4.4 to the extent that it is necessary and reasonable for ACC to disclose certain information (such as the name of the Vendor) to ensure the efficient and uninterrupted operation of this Agreement;
- 4.4.5 as provided in this Agreement;
- 4.4.6 to the ACC Complaints Investigator but, in each case, any such disclosure shall be subject to the provisions of the Privacy Act 1993 and the Health Information Privacy Code 1994.

4.5 High Profile Issues

- 4.5.1 The Vendor will immediately advise ACC if it becomes aware of any issue relating to a Claimant currently receiving Services under this Agreement, the Claimant's treatment, the operation of this Agreement or ACC which, in the Vendor's opinion, has or may have media or public interest;
- 4.5.2 Neither Party will make or issue to the media or any member of the public any oral or written statement or comment concerning a Claimant, the Claimant's treatment or ACC or the operation of this Agreement, without prior consultation with the other Party.
- 4.5.3 Each Party will promptly advise the other if it is required to provide information to a Claimant, professional disciplinary body or other person under the Official Information Act 1982, the current Code of Health and Disability Services Consumers' Rights or other legislation or is the subject of a complaint, concerning a Claimant, the Claimant's treatment or the operation of this Agreement.

5 VARIATION OF AGREEMENT

5.1 Variations by Agreement

No variation of this Agreement shall be effective, unless it is agreed in writing by both Parties or unless it is made pursuant to clause 5.2 or clause 5.3.

5.2 ACC may Amend Specifications

After consultation with the Vendor, ACC may at any time give notice to the Vendor that the provisions of any one or more of the Parts of, or Schedules, to this Agreement (excluding prices) are amended or added to with effect from a date stated in the notice, and this Agreement shall be deemed varied accordingly with effect from that date, provided that notice may not be given if this would have the effect of reducing the prices payable under this Agreement. The Vendor may claim any additional costs from ACC that it can show that it will suffer as a result of the variation, and upon obtaining ACC's agreement, ACC shall be liable to pay such additional costs to the Vendor. If agreement cannot be reached, either party may require the matter to be resolved under clause 12 (Disputes).

5.3 Variations to give Effect to Government Policy Changes

Notwithstanding clause 5.2, where a change in legislation or regulations or a ministerial directive under the IPRC Act is stated by notice given to the Vendor by ACC to have the effect of requiring this Agreement to be varied in any respect, this Agreement shall be deemed varied accordingly from the date stated in the notice and ACC shall not be liable for any loss or additional costs suffered or incurred by the Vendor as a result unless ACC agrees otherwise.

6 CIRCUMSTANCES BEYOND CONTROL

6.1 Suspension of Obligations

Neither Party shall be liable for failure to perform nor delay in performing this Agreement to the extent that the cause of such failure or delay is beyond that Party's reasonable control, providing notice claiming suspension of its obligations is given under clause 6.2.

6.2 Notice Claiming Suspension

A Party claiming suspension of its obligations shall, within three working days after the Party becomes aware of the cause and its supervening effects in respect of which suspension of its obligations is claimed, give notice of the cause, furnish all available information detailing the cause and give an estimate of the period of time required to remedy the cause (if such remedy is deemed practicable), to the other Party.

6.3 Period of Suspension

Any suspension of the obligations of a Party shall be limited to the period during which the cause falling within clause 6.1 continues to exist.

7 AGREEMENT TERMINATION OR SERVICE CANCELLATION BY NOTICE

7.1 By Notice as of Right

Either party may, without incurring any liability to the other for damages or other compensation, at any time give to the other no less than:

7.1.1 three calendar months notice of termination of this Agreement and all the Services; or

7.1.2 three calendar months notice of the cancellation (or any lesser notice period for cancellation permitted under the applicable Service Schedule) from this Agreement of a particular Service Schedule and the Service(s) described in that Service Schedule.

7.2 Termination Date

The later of three calendar months after the date upon which such notice is received by the Vendor and any date specified in the notice as the date upon which this Agreement shall come to an end, shall be the date upon which this Agreement and all the Services shall come to an end (the "Termination Date").

7.3 Cancellation Date

The later of three calendar months (or any lesser notice period for cancellation permitted under the applicable Service Schedule) after the date upon which such notice is received by the Vendor and any date specified in the notice as the date at which the Service Schedule is to be cancelled, shall be the date ("Cancellation Date") when the Service Schedule and the Service(s) described in that Service Schedule are removed from this Agreement. From the Cancellation Date the Vendor is released from the obligation to provide the Service(s) described in that Service Schedule, and ACC is released from the obligation to pay for such Service(s) provided after that date. If a Service for a Claimant had commenced prior to the issue of a notice of cancellation for that Service then that Service will be completed in respect of that Claimant and paid for in accordance with the applicable Service Schedule unless ACC otherwise directs.

8 TERMINATION ON INSOLVENCY

8.1 Immediate Termination without Prior Notice

This Agreement and all the Services shall end immediately (without any requirement for prior notice) by reason of a deemed breach of this Agreement by the Vendor on the insolvency or liquidation of the Vendor. (This shall not apply, however, in the case of a liquidation of the Vendor for the purpose of reconstruction or amalgamation where the terms have been approved by ACC.)

8.2 Termination Date without Prior Notice

The date the Vendor is adjudicated bankrupt or the date of appointment of a liquidator in respect of the Vendor is the date upon which this Agreement and all the Services shall end (the relevant date being the "Termination Date").

8.3 Immediate Termination on Notice

If an Insolvency Event has occurred in respect of the Vendor and if, at any time thereafter, ACC gives notice to the Vendor of termination of this Agreement and all of the Services, this Agreement and all the Services shall end immediately by reason of a deemed breach of this Agreement by the Vendor.

8.4 Termination Date on Notice

The date a notice given by ACC in accordance with clause 8.3 is received by the Vendor is the date upon which this Agreement and all the Services shall end (the relevant date being the "Termination Date").

9 TERMINATION FOR BREACH

9.1 Notice of Breach

If either Party considers that the other has breached any provision of this Agreement, that Party may give notice to the other specifying the breach and giving the other Party 10 Working Days for the breach to cease and/or to remedy the breach if it is capable of remedy.

If the breach has not ceased or if the breach being capable of remedy has not been remedied within the period of 10 Working Days, then the Party which gave the notice may forward to the other Party a notice of termination of this Agreement and all of the Services.

9.2 Termination Date

This Agreement and all the Services shall terminate on the date of receipt by the other party of the notice of termination given under clause 9.1 or any later date specified for that purpose in the notice (the relevant date being the "Termination Date").

10 CANCELLATION OR EXPIRY - RIGHTS PRESERVED

10.1 Release from Cancellation Date or Date of Expiry

From the Cancellation Date for a particular Service Schedule or from the Date of Expiry of a particular Service Schedule, the Vendor is released from the obligation to further provide the Service(s) described in that Service Schedule, and ACC is released from the obligation to pay for such Service(s) provided after that date. If a Service for a Claimant had commenced prior to the issue of a cancellation notice or the Date of Expiry for that Service then that Service will be completed in respect of the Claimant unless ACC directs otherwise, and paid for in accordance with the applicable Service Schedule.

10.2 Termination Cancellation or Expiry Without Prejudice to Rights

Termination of this Agreement under clauses 2.5, 7.1, 8.1, 8.3 or 9.1, or the cancellation or the expiry of any particular Service Schedule, shall be without prejudice to the rights, other remedies and obligations of either Party under this Agreement or under the Law which may have arisen before or on the Termination Date for this Agreement or the Cancellation Date or the Date of Expiry for the particular Service Schedule, and such rights, other remedies and obligations continue to have effect and may be enforced after the relevant date. Termination or cancellation shall also be without prejudice to any other rights or remedies of the party who gave the notice of termination or cancellation. ACC may deduct any amount to which it is entitled as a result of the Vendor being found to have breached this Agreement and therefore has been funded for services which ACC has no legal entitlement to pay from moneys otherwise payable to the Vendor.

11 DISPUTES

11.1 Endeavour to Agree

If a dispute arises in any way related to this Agreement (other than any renewal of it or the fixing of any prices upon any renewal), the Parties shall in good faith endeavour to resolve the dispute by agreement.

11.2 Reference to Senior Executives

If the dispute is not promptly resolved, it shall be referred to the General Manager, Health Purchasing, ACC and the chief executive of the Vendor jointly to seek agreement upon a resolution.

11.3 Mediation / Arbitration

If the dispute is unable to be resolved by agreement, either Party may, in writing, request that the dispute be referred to mediation. If the other Party does not wish the dispute to be referred to mediation or if it is not possible to agree on a mediator within 10 working days or to resolve the dispute through mediation, either Party may refer the dispute for determination by arbitration of a single arbitrator (to be appointed by the President of the NZ Law Society if not agreed within 10 working days of reference) under the Arbitration Act 1996.

11.4 Parties to Continue to Comply with Agreement

Notwithstanding the existence of a dispute, the Parties shall continue to fully comply with their obligations under this Agreement in accordance with and subject to its provisions.

12 NOTICES

12.1 Sending

All notices and other communications provided for or permitted under this Agreement shall be sent by mail with postage prepaid, or by hand delivery, or by facsimile as shown on the relevant address set out in Schedule 1 or to such other address or person as that Party may specify by notice in writing to the others.

12.2 Deemed Time of Giving

All such notices or communications shall be deemed to have been duly given or made:

12.2.1 Four days after being deposited in the mail by the sending with all postage prepaid;

12.2.2 On delivery when delivered by hand or on behalf of the sender;

12.2.3 If sent by facsimile, when a completed transmission report is received by the sender unless a verifiable query as to material illegibility is promptly raised.

12.3 Deemed Time (delivery or fax)

Delivery by hand or transmission by facsimile prior to 5.00 p.m. on a Working Day shall be deemed effected on the date of delivery or transmission, and delivery or transmission after 5.00 p.m. shall be deemed effected on the next Working Day.

13 CONFLICTS OF INTEREST/FINANCIAL INCENTIVES

The Vendor will at all times during the Term of each relevant Service Schedule 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 this Agreement or the delivery of the Services.

If the Vendor has a financial interest in an entity supplying, procuring or manufacturing products or services, the Vendor shall ensure that those products or services are not utilised in providing, nor comprise, the Services described in the Service Schedules

Where in order to provide the Services, the Vendor procures products or services, the Vendor shall not accept or receive (or permit any person associated with the Vendor to accept or receive) any incentive or reward for providing those products or services, whether by way of any gift, voucher, cash, trip or travel, merchandise or equipment or any discount, rebate or credit towards such items or in any other form whatsoever.

The Vendor shall under no circumstances accept or receive (or permit any person associated with the Vendor to accept or receive) any incentive or reward conditional upon, based on, or linked to the recommendation or procurement of any products or services utilised in providing or comprising the Services.

14 NO EXTENSION OR RENEWAL

Nothing in this Agreement shall be taken or read as expressly or impliedly warranting that the Vendor is entitled to an extension or renewal of any of the Service Schedules comprised in this Agreement at any time, or to any further agreement with ACC in respect of any or all the Services described in the Service Schedules. The Vendor shall not have any claim against ACC for any costs or expenses incurred in anticipation of a further agreement or that any or all the Services or the Service Schedules will be extended or renewed, or for any anticipated income, profits or other sums whatsoever.

15 MULTIPLE VENDORS

If this Agreement is signed by more than one Vendor, the liability of all Vendors under this Agreement shall be joint and several.

16 WAIVER

No failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise or the exercise of any other right or power or privilege whether arising under the Law or this Agreement

17 SERVICES FOR INJURED EMPLOYEES OF ACCREDITED EMPLOYERS

17.1 Purchase of Services by Accredited Employers

The Vendor agrees that Accredited Employers are permitted to purchase the Services for their Injured Employees and that the Vendor will provide Services to those Injured Employees, subject to the provisions of clauses 17.2 to 17.4 below.

17.2 Information to Accredited Employers

ACC may, from time to time and for the purpose of facilitating purchase arrangements between the Vendor and Accredited Employers, release information about this Agreement including prices to Accredited Employers, provided the Accredited Employer has first agreed in writing with ACC to keep that information confidential and to use it only for the purpose of purchasing Services.

17.3 Access

During the period from the date of any Referral made or approved by an Accredited Employer, until expiry of the Term of the applicable Service Schedule, the Vendor will provide Services to Injured Employees of such Accredited Employers on the same terms and prices as specified in this Agreement (subject to any minor adjustments to this Agreement which may be necessary to give effect to this clause 18, and to any changes in those terms and prices subsequently agreed between the Vendor and Accredited Employer) as if "ACC" in this Agreement was a reference to the particular Accredited Employer. For the purposes of this clause any Injured Employee of an Accredited Employer is deemed to be a "Claimant".

17.4 ACC not Liable for Purchasing by Accredited Employers

ACC's role is to bring the Vendor and Accredited Employers together. The Vendor agrees that ACC and each Accredited Employer is only liable in respect of the individual purchases made by ACC or that employer and neither of them has any joint liability (except as provided in section 187(3) of the IPRC Act). Accordingly, all communications, invoicing and reporting about Injured Employees will go to the Accredited Employer of the Injured Employee or Injured Employees who receives the Services.

18 WHERE ACC APPROVAL, PRICE OR COVER IS UNCERTAIN

If prior to the commencement of a Service, the Vendor is uncertain whether or not:

- (a) a particular person or Claimant is eligible for the Service; or
- (b) a person is a Claimant; or
- (c) a price has been agreed for the Service; or
- (d) the services required for the Claimant are within the scope of the Services that can be provided under this Agreement

then the Vendor will immediately request a written determination of the issue from ACC. ACC will provide a written decision within 5 Working Days of receiving the request or will notify the Vendor if there will be a delay. ACC's determination may include a direction that the person be transferred to an appropriate facility. The Vendor will provide the service sought while cover is being determined. If ACC determines that the person is a Claimant who is entitled to the Service, then retrospective payment will be arranged by ACC in accordance with the relevant Service Schedule.

19 SERVICE SCHEDULE TO TAKE PRECEDENCE

Where a clause in a Service Schedule in Part 2 of this Agreement specifies a requirement which is different from a requirement in a clause in Part 1 of this Agreement, the clause in Part 2 will take precedence and will apply to the Service to be provided under that Service Schedule.

DEFINITIONS AND INTERPRETATION

Definitions:

In this Agreement, unless the context otherwise requires:

“**ACC**” means the Accident Compensation Corporation continued under the IPRC Act and, where the context requires, includes its employees, agents, consultants and contractors, and its successors and assigns;

“**Accredited Employer**” means an employer accredited by ACC under the Accredited Employer Programme in accordance with the framework established under section 183 of the IPRC Act under which the employer and ACC may agree that the employer will provide entitlements in relation to work-related personal injuries suffered by the employer’s employees; and includes, where appropriate, any subcontractor appointed in accordance with the accreditation agreement between ACC and the Accredited Employer; and “**Accredited Employers**” has a corresponding meaning;

“**Agreement**” and “**this Agreement**” means the agreement of which this provision forms part including all schedules (including Service Schedules), and appendices to it, as varied at any time;

“**Claimant**” means any person who has been accepted by ACC as eligible for cover in respect of personal injury under the IPRC Act, and includes any other person or class of persons deemed by ACC to be a Claimant for the purposes of this Agreement;

“**Commencement Date**” means the date when the Term for any Service described in a Service Schedule commences as stated in clause 1 of the relevant Quick Reference Information for that Service Schedule;

“**Date of Expiry**” for any Service described in this Agreement has the meaning defined in clause 1 of the relevant Quick Reference Information for that particular Service;

“**General Practitioner**” means a person registered as a medical practitioner under the Medical Practitioners Act 1995 who provides primary and continuing care to individuals, families, and to a practice population; and “**GP**” has a corresponding meaning;

“**GST**” means Goods and Services Tax under the Goods and Services Tax Act 1985;

“**Injured Employee**” means a person who has suffered a work-related personal injury and who was, at the time the work-related personal injury was suffered, an employee of an Accredited Employer in that employment; and “**Injured Employees**” has a corresponding meaning;

“**IPRC Act**” means the Injury Prevention, Rehabilitation, and Compensation Act 2001;

“**Insolvency Event**” means:

- (a) the appointment of a receiver or receiver and manager or statutory manager in respect of the whole or part of the activity or property of the Vendor;
- (b) the Vendor entering into; or resolving to enter into; a scheme of arrangement or composition for the benefit of creditors or any class of creditors;
- (c) the Vendor suspending or stopping payment to its creditors generally or ceasing to carry on business as normal; or threatening or stating that it will do any of those things;

“**Law**” includes:

- (i) Any legislation; decree; judgement; order; regulation or by law; and;
- (ii) Any rule; protocol code of ethics or practice or conduct and other ethical or standards guidelines and requirements of any relevant professional authority; in effect at the relevant time;

“**Parties**” means ACC and the Vendor and “**Party**” refers to either of them;

“**Referral**” means a referral of an eligible Claimant to the Provider for the provision of Services in accordance with the Referral process described in a Service Schedule; and “**Refer**”, “**Referred**” and “**Referrer**” have a corresponding meaning;

“Registered health professional”

- (a) means a chiropractor, clinical dental technician, dental technician, dentist, medical laboratory technologist, medical radiation technologist, midwife, nurse, occupational therapist, optometrist, pharmacist, physiotherapist, podiatrist, or registered medical practitioner; and
- (b) includes any person referred to in paragraph (a) who is temporarily or provisionally registered or certified under the relevant enactment, and is not required to hold an annual practising certificate or annual licence, but only when acting in accordance with any conditions of such temporary or provisional registration or certification; and
- (c) includes a member of any occupational group included in the definition of registered health professional by regulations made under section 322 (Section 6, IPRC Act 2001);

“Services”, “Service”, “the Services” means the services (or some or all of them, as the context may require) that are to be provided by the Vendor in accordance with the Service Schedules;

“Service Provider” means a person engaged by the Vendor to provide any of the Services. The Vendor may also be a Service Provider;

“Service Schedule” means a Service Schedule contained in Part 2 of this Agreement;

“Term” refers to the period described in a Service Schedule during which the Service(s) described in that Service Schedule are to be provided;

“Termination Date” means the date that this Agreement and all the Services are terminated pursuant to clauses 2.5, 7.1, 8.1, 8.3 or 9.1 of this Schedule 2;

“Treatment” includes:

- (a) physical rehabilitation
- (b) cognitive rehabilitation
- (c) an examination for the purposes of providing a certificate including the provision of the certificate. (Section 6(1), IPRC Act);

“Vendor” means the Party whose reference name is “the Vendor” in this Agreement and, where the context requires, includes its employees, agents and permitted contractors, and its successors and permitted assigns;

“Working Day” means a calendar day other than any Saturday or Sunday, any public holiday or any day falling within the period 24 December to 5 January inclusive.

Interpretation:

In this Agreement, unless the context otherwise requires:

- (a) Expressions defined in this document bear that defined meaning in the whole of this Agreement;
- (b) A reference to one gender shall include the other;
- (c) References to schedules, sections, clauses and subclauses are references to schedules, sections, clauses and subclauses of this Agreement;
- (d) The singular shall include the plural and vice versa;
- (e) Clause and other headings shall be ignored in construing this Agreement;
- (f) Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- (g) References to statutes, regulations, ordinances, bylaws or other instruments include any amendment, substitution or re-enactment;
- (h) A person includes a company or other entity. Any reference to a person applies to his/her personal representatives or to its legal successors;
- (i) To the extent that there is a conflict or inconsistency between a provision of any Request for Proposal or any Proposal, and any other provision of this Agreement, the other provision shall prevail.

SCHEDULE 3 - ORGANISATIONAL QUALITY STANDARDS

1 INTRODUCTION

These Organisational Quality Standards outline the requirements that the Vendor must meet in providing all Services described in this Agreement. These standards are subject to audit but are not subject to regular reporting unless stated elsewhere in this Agreement.

2 WRITTEN POLICY, PROCEDURES, PROTOCOL, GUIDELINE, POLICY

Where a standard refers to the requirement for a written policy, procedure, programme, information or plan, the Vendor will provide ACC with a copy on request.

3 ALL STAFF INFORMED

The Vendor will ensure that employees and sub-contractors are aware of their responsibilities under these Organisational Quality Standards and relevant Service Schedules as they relate to the Services.

4 PHILOSOPHY

The Vendor will provide Services:

- which support the following objectives of ACC:
 - the reduction of the social, economic and physical impact of personal injury on individuals and the community;
 - the provision of comprehensive, 24-hour, no-fault cover for people who have been injured by accident;
 - to administer the schemes so that injured people receive prompt, sustainable and cost-effective return to independent living and employment to the maximum degree possible and at an affordable price.
- that promote the concept of best practice as an ongoing provider quality assurance mechanism
- that are necessary, appropriate, timely, of the required quality, and not excessive in number or duration;
- that abide by all relevant legislation (for example the IPRC Act, Privacy Act 1993, Human Rights Act 1993);
- that demonstrate a commitment to the principles of the Treaty of Waitangi and promoting the purchase of culturally appropriate services for Maori and other ethnic groups;
- that promote open communication, honesty and respect;
- which are accessible in a timely manner and promote the concepts of equity and fairness;
- which are organised and administered in a way that will provide an optimum service to Claimants in accordance with the Service requirements outlined in this Agreement;
- which are Claimant focused. Choices and Claimant responsibilities will be clearly specified where appropriate;
- that comply with ACC's Code of Claimant Rights.

5 HAUORA MAORI – CULTURAL COMPETENCY

5.1 ACC's Focus

- (i) ACC recognises its clear obligations under the Treaty of Waitangi to enhance and improve the design of, access to, delivery and monitoring of policies and programmes which impact on the economic opportunities and social outcomes for Maori;
- (ii) All Services under this Agreement will recognise the needs of Maori Claimants to have Services provided in a way that recognises their social, economic, political, cultural and spiritual values.

5.2 Holistic Approach to Rehabilitation

The Services provided by the Vendor will therefore see the best means to practice

- Tikanga mo nga iwi me nga hapu (The protocol of dealing with tribes and sub-tribes)
- Tino rangatiratanga (Sovereignty)
- Whanaungatanga (Extended family wellbeing)
- Te taha tinana (Physical wellbeing)
- Te taha wairua (Spiritual wellbeing)
- Te taha whanau (Family wellbeing)
- Te taha hinengaro (Mental wellbeing).

5.3 Practical Application of the Treaty of Waitangi

Services provided by the Vendor will take into account the three articles of the Treaty of Waitangi and their practical application.

- (i) Implication of article one: Kawanatanga: Governorship and the Crown's obligation to be responsive to Maori.
The Vendor will ensure its Services meet the needs of Maori Claimants for the Services to be provided in accordance with this Agreement.
- (ii) Implication of article two: Tino rangatiranga: Control and authority given to Maori to meet specific needs of Maori where appropriate and relevant.
The Vendor will involve Maori Claimants and their whanau in the planning, delivery and supervision of the Services to be provided in accordance with this Agreement.
- (iii) Implication of article three: Oritetanga: Outcomes for Maori to achieve completed rehabilitation at the same level as all other New Zealanders.
The Vendor will ensure that the Services to be provided in accordance with this Agreement contribute to achieving equal outcomes for Maori Claimants as for all other Claimants.

5.4 ACC's Cultural Guidelines for Providers

The Vendor will comply with ACC's Cultural Guidelines for Providers.

6 RECOGNITION OF PACIFIC PEOPLE'S CULTURE, VALUES AND BELIEFS

6.1 ACC's Focus

ACC recognises the importance of delivering culturally appropriate Services for Pacific people. All Services under this Agreement will recognise the needs of Pacific Claimants to have Services provided in a way that recognises their social, economic, political, cultural and spiritual values.

6.2 The Services Provided by the Vendor will

- (a) show understanding and respect for the key principles outlined in the Pacific Health and Disability Action Plan (Ministry of Health 2002); and
- (b) recognise the Claimant's right to continue cultural values and belief activities, and not unreasonably limit those values and activities while providing Services; and
- (c) recognise the bond between Pacific people and their families; and
- (d) involve Pacific Claimants and their families in the planning, development, monitoring and implementation of Services provided; and
- (e) ensure that the services to be provided in accordance with this Agreement contribute to achieving equal outcomes for Pacific Claimants as for all other Claimants.

7 QUALITY STANDARDS

7.1 Quality Standards

ACC is committed to purchasing Services from providers who can provide and demonstrate a quality Service. To this end, the Vendor will:

- (a) Provide the Services in accordance with the philosophies expressed in clauses 4, 5 and 6 above;
- (b) Ensure that all timeframe requirements in this Agreement as more particularly described in the Service Schedule for each Service in Part 2 are met;
- (c) Provide the Services in accordance with all current clinical, ethical and professional standards and guidelines, including the Health and Disability (Safety) Act 2001, and with the degree of professional skill, care and diligence expected of an appropriately qualified person experienced in providing the same or similar services;
- (d) Comply with all Law including (without limitation) the Privacy Act 1993 and the Health Information Code 1994 and ensure compliance with the current Code of Health and Disability Services Consumers Rights 1996 and the Health and Safety in Employment Act 1992. In particular the Vendor will ensure that any personal or health information they hold about a Claimant is protected by reasonable security safeguards against loss or unauthorised access, use modification or disclosure.
- (e) Ensure the stipulated time, cost and quality objectives of ACC for each Service are met;
- (f) Advise ACC immediately if the Vendor 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;
- (g) Ensure that clinical records are kept up to date and include the ACC Claimant number; or include:
 - (i) the ACC 45 number;
 - (ii) the M45, M46 or ACC 45 number; and
 - (iii) the National Health Index (NHI) number (where relevant).
- (h) Comply with all relevant provisions of the National Minimum Data Set, Dictionary (the current version) published by New Zealand Health Information Service (which is available on the NZIG website, NZIG.govt.nz), including those relating to Z Codes and the ACC Identifier;
- (i) If the Vendor is a District Health Board or provides hospital care (as defined in the Health and Disability Services (Safety) Act 2001), provide ACC with evidence to ACC's satisfaction that they comply with the Health and Disability Services (Safety) Act 2001 including the relevant standards set out in the Health and Disability Services (Safety) Hospital Care Standards.
- (j) When requested by ACC, provide evidence that they have a system for ensuring continued compliance with the Health and Disability Services (Safety) Act 2001.

7.2 Quality Systems

The Vendor is required to:

- have developed written and applied protocols and policies which outline the standards for the Services
- have in place, and follow, written protocols, procedures and policies for the management of the Services. This document needs to be kept up to date and made readily available for staff to read. The document will include written procedures on the following:
 - receiving and responding to complaints
 - systems to measure customer satisfaction with the Service
 - collection, privacy and storage of information
 - roles and responsibilities of those providing the Services
 - culturally appropriate practices
 - rights and responsibilities of Claimants
 - compliance with relevant legislation, regulations, ethical standards and clinical protocols
- ensure that records and documentation are maintained in a manner that is current, detailed and organised and enables effective provision of Services.
- comply with all reasonable instructions and directions of ACC.

7.3 Service Providers

The Vendor will:

- 7.3.1 Ensure the Services are performed by contractors and 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.
- 7.3.2 Ensure that all Registered Health Professionals providing the Services are registered or enrolled with the appropriate professional body and have current practising certificates where applicable
- 7.3.3 Ensure that assistants, volunteers and other support personnel receive adequate training to allow them to provide the Services safely, and will work only under the supervision and direction of appropriately qualified staff.

7.4 Key Linkages

The Vendor will demonstrate effective links with a broad range of health and rehabilitation services including, (without limitation):

- Family / whanau and other support people
- Relevant treatment and rehabilitation services in each region including Specialist medical services
- Maori providers, Community care services and advocacy services
- Other relevant providers and support agencies such as the Police, Emergency Services and Social Welfare agencies.

7.5 Communications with General Practitioners

The Vendor shall ensure that processes are in place to ensure adequate communication between Registered Health Professionals and General Practitioners. General Practitioners are to be informed of any Treatment which the Claimant has received, and plans for follow-up or suggested ongoing management.

7.6 Facilities and Equipment

The Vendor shall ensure that:

- 7.6.1 All facilities shall be accessible to people with disabilities.
- 7.6.2 The Service Provider will provide the Services from safe, well-maintained, hygienic facilities that are suitably designed and equipped for the Services
- 7.6.3 All equipment used in the Services shall be safe and maintained to comply with safety and use standards.

7.7 Accessible Information for the Claimant

The Vendor shall ensure that to assist the Claimant in decision-making, and to give informed consent, appropriate information (in writing where appropriate) will be provided by the Service Provider to the Claimant.

7.8 Minimised Travel

The Vendor shall ensure that the delivery of the Services is aimed at minimising the number of times that a Claimant must travel to the Service Provider, particularly for Claimants who have to travel from outside the city in which the Service Provider is located.

7.9 Interpreting Services

Where Claimants require interpreting services in order to communicate adequately with Service Providers, the Vendor will ensure that such services will be supplied without additional cost to the Claimant as part of the Services.

SCHEDULE 4 - MONITORING AND EVALUATION

1 GENERAL

This schedule covers the reporting requirements for this Agreement not already mentioned in Schedule 3.

2 ACC SERVICE EVALUATION

2.1 ACC Rights to Evaluate

As part of the ongoing management of this Agreement, ACC may evaluate the provision of the Services by the Vendor. This is part of the evaluation requirements of ACC and contributes towards its reporting to its Minister. The purpose of such evaluation is to monitor progress and quality of delivery of Services under this Agreement in terms of results against expected performance.

2.2 Scope of Evaluation

The evaluation undertaken by ACC may include (but shall not be restricted to):

- (a) The processes outlined in this Agreement and used in the ongoing management of the Services;
- (b) The prices of the Services provided in relation to the outcomes;
- (c) Satisfaction of the Referrer with the Service Provider and the quality of the Services;
- (d) Satisfaction of Claimants with the Service Providers and ACC; and
- (e) Any other matters reasonably considered to be relevant by ACC.

2.3 Appointed Person

An appropriately qualified person may be appointed and retained by ACC to conduct an evaluation of the above areas of any Service. Prior to such making the appointment, ACC will consult with the Vendor as to the suitability of the appointee to conduct the evaluation. In conducting such evaluations the appointee may (subject to the rights of Claimants or other persons receiving Services) attend the provision of Services, talk with Claimants and/or any of the Service Providers.

2.4 Notice

ACC shall give the Vendor at least 10 Working Days notice of intention to conduct an evaluation.

2.5 Cost

The provision and initial cost of this evaluation is the responsibility of ACC. However, if the evaluation demonstrates that the Vendor is not complying with the Service requirements contained in this Agreement or that any reports provided to ACC pursuant to this Agreement are not valid, and the Vendor does not improve their Service standards to the level required by ACC within a reasonable length of time, then any further evaluations which are required in relation to the same performance issues may, at ACC's discretion, become the cost of the Vendor.

3 SERVICE REVIEW

3.1 Review Meetings

If either Party wishes to undertake a review of any Service and business relationships (including for instance, information flows, timeliness of Service provision, etc) they may advise the other and arrange a meeting to discuss these matters.

4 AUDIT PROVISIONS

4.1 General Right of ACC to Audit

ACC shall have the general right under this Agreement, in addition to any audit and evaluation rights expressed elsewhere in it, to undertake clinical and operational audits at ACC's expense of the Services and compliance with this Agreement.

4.2 Notice

Notice will be given to the Vendor of the proposed audit and its timing, at least 10 Working days before the audit is due to commence.

4.3 Access to Records and Premises

Subject to observance of the requirements of the Law, the Vendor will (and will ensure every one of its subcontractors will) allow ACC access to those records and premises of the Vendor and any relevant subcontractor retained by the Vendor which are necessary for the purposes of audit of quality, Service delivery, performance requirements, organisational quality standards or information standards and organisational reporting requirements as detailed in any part of this Agreement. The Vendor will (and will ensure every one of its subcontractors will) provide ACC with every reasonable facility for and assistance in obtaining access for the purpose of such audits.

5 REPORTING

5.1 Measures

This Agreement requires the Vendor to provide results to ACC against a number of contract monitoring measures. The measures are specified in each Service Schedule

5.2 Purpose

The purpose of these is to monitor progress and quality of delivery of the Services in terms of results against expected performance.

5.3 Level of Reporting

The reporting is to be at an individual Claimant level.

5.4 Results to Relate only to Claimants

Results against the measures shall relate to only those Claimants who have received the Services.

SCHEDULE 5 - PRICES AND PAYMENTS

1 PRICES

The prices payable by ACC for the Services are the prices specified in Section A Quick Reference Information of each Service Schedule.

2 NO ADDITIONAL PAYMENTS

Unless otherwise specified in each Service Schedule, the price for each Service is the entire amount chargeable in relation to that Service, and no additional amount may be charged to ACC, any Claimant or other person (whether by way of co-payment or part-charge or otherwise) for that Service.

3 BILLING AND PAYMENT

3.1 Invoicing and Payment Arrangements

Invoicing and payment arrangements for each Service are specified in the Service Schedule for that Service

3.2 GST Invoice

Each invoice will constitute a GST invoice under the Goods and Service Tax Act 1985, and will be in a format, and contain such information, reasonably requested and advised by ACC from time to time;

3.3 Payment Terms

If the Vendor has complied with its obligations under this Agreement ACC will pay the invoice into the Vendor's bank account as indicated in Part 1, Schedule 1, clause 1 of this agreement on or before the 20th day of the month following receipt of the invoice.

4 ACC HAS NO OBLIGATION TO ENSURE REFERRALS

Despite anything stated or implied in this Agreement, ACC is under no obligation to ensure that Claimants are Referred to the Vendor so as to enable any minimum volume of Services to be carried out over the Term of the applicable Service Schedule or to ensure that any minimum amount becomes payable to the Vendor at any time or at all.

SERVICE SCHEDULE FOR HIGH TECH IMAGING SERVICE

CONTRACT NO: HTIXXXX

A. QUICK REFERENCE INFORMATION

3. TERM FOR PROVIDING HIGH TECH IMAGING SERVICE

The Term for the provision of High Tech Imaging Services is the period from 1 August 2013 (“Commencement Date”) until the close of 31 July 2018 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

4. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 4)

<<Facilities>>

5. SERVICE ITEMS AND PRICES (PART B, CLAUSE 16)

The price for any Imaging Service provided to a Client is calculated as follows:

Multiply the RVU Total by the Conversion Factor (CF) of \$48.24 i.e. Price = RVU Total x CF (GST Exclusive).

The price for any anaesthesia and IV sedation associated with any Imaging Service is included in the procedure price. If General Anaesthesia is required, the supplier will seek approval prior to undertaking any imaging and the price will be agreed with ACC¹.

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)
X82	Day Bed Stay Rate	Day Stay is defined as the patient not being in a hospital bed at midnight of the day of procedure.	\$152.27
X30	IV Sedation/ General Anaesthetic	High Tech Imaging Services requiring Anaesthesia and IV sedation.	Actual and reasonable cost

The procedures which can be provided under this Agreement are those set out in Table 1 below:

Table 1 – Service Items and Prices

¹ A request for General Anaesthesia will be made on an Assessment Report and Treatment Plan (ARTP) using the non-core application process and sent to ARTPS4ESU@acc.co.nz.

Procedure Description	Total Rvu	Primary Service Item Code	2016-17 Primary Service Item Price (Excl. Gst)	Secondary Service Item Code	Secondary Service Item Price [Excl. Gst]
Magnetic resonance imaging					
MRI Brain	15.20	R01	\$733.25	R01A	\$586.60
MRI Internal Auditory Meatis	15.20	R03	\$733.25	R03A	\$586.60
MRI Face	15.20	R11	\$733.25	R11A	\$586.60
MRI Neck	15.20	R12	\$733.25	R12A	\$586.60
MRI Upper Arm	15.20	R15	\$733.25	R15A	\$586.60
MRI Elbow	15.20	R16	\$733.25	R16A	\$586.60
MRI Forearm	15.20	R17	\$733.25	R17A	\$586.60
MRI Wrist	15.20	R18	\$733.25	R18A	\$586.60
MRI Hand	15.20	R19	\$733.25	R19A	\$586.60
MRI Chest	15.20	R20	\$733.25	R20A	\$586.60
MRI Breast	15.20	R26	\$733.25	R26A	\$586.60
MRI Abdomen	15.20	R30	\$733.25	R30A	\$586.60
MRI Pelvis	15.20	R36	\$733.25	R36A	\$586.60
MRI Cervical Spine	15.20	R41	\$733.25	R41A	\$586.60
MRI Thoracic Spine	15.20	R42	\$733.25	R42A	\$586.60
MRI Lumbar Spine	15.20	R43	\$733.25	R43A	\$586.60
MRI Sacrum	15.20	R44	\$733.25	R44A	\$586.60
MRI Thigh	15.20	R52	\$733.25	R52A	\$586.60
MRI Knee	15.20	R53	\$733.25	R53A	\$586.60
MRI Lower Leg	15.20	R54	\$733.25	R54A	\$586.60
MRI Shoulder Girdle	15.20	R55	\$733.25	R55A	\$586.60
MRI Hip	15.20	R57	\$733.25	R57A	\$586.60
MRI Ankle	15.20	R58	\$733.25	R58A	\$586.60
MRI Foot	15.20	R59	\$733.25	R59A	\$586.60
MR Arthrogram Shoulder	20.70	R62	\$998.57	R62A	\$798.86
MR Arthrogram Elbow	20.70	R63	\$998.57	R63A	\$798.86
MR Arthrogram Wrist	20.70	R64	\$998.57	R64A	\$798.86
MR Arthrogram Hand	20.70	R66	\$998.57	R66A	\$798.86
MR Arthrogram Hip	20.70	R67	\$998.57	R67A	\$798.86
MR Arthrogram Knee	20.70	R68	\$998.57	R68A	\$798.86
MR Arthrogram Ankle	20.70	R69	\$998.57	R69A	\$798.86
MR Arthrogram Foot	20.70	R85	\$998.57	R85A	\$798.86
MR Angiography Unspecified	20.70	R70	\$998.57	R70A	\$798.86
MR Angiography Head	20.70	R71	\$998.57	R71A	\$798.86
MR Angiography Face or Neck	20.70	R72	\$998.57	R72A	\$798.86
MR Angiography Chest	20.70	R73	\$998.57	R73A	\$798.86
MR Angiography Upper Limbs	20.70	R74	\$998.57	R74A	\$798.86
MR Angiography Abdomen/Pelvis	20.70	R75	\$998.57	R75A	\$798.86

MR Angiography Pelvis and Lower Extremities	20.70	R76	\$998.57	R76A	\$798.86
MR – Venography	20.70	R78	\$998.57	R78A	\$798.86
MR Interventional Procedure	20.70	R80	\$998.57	R80A	\$798.86
MRI Other Region (Not Otherwise included)	15.20	R90	\$733.25	R90A	\$586.60
MR Arthrogram Other region (Not otherwise specified)	20.70	R91	\$998.57	R91A	\$798.86
Computerised tomography					
CT Brain	8.50	T01	\$410.04	T01A	\$328.03
CT Sinuses	8.50	T11	\$410.04	T11A	\$328.03
CT Orbits	9.70	T13	\$467.93	T13A	\$374.34
CT Face	9.70	T14	\$467.93	T14A	\$374.34
CT Neck	9.70	T15	\$467.93	T15A	\$374.34
CT Chest	11.40	T20	\$549.94	T20A	\$439.95
CT High Resolution Lungs	11.40	T21	\$549.94	T21A	\$439.95
CT Abdomen	11.40	T30	\$549.94	T30A	\$439.95
CT Abdomen and Pelvis	11.40	T31	\$549.94	T31A	\$439.95
CT Pelvis	9.70	T35	\$467.93	T35A	\$374.34
CT Cervical Spine	11.40	T41	\$549.94	T41A	\$439.95
CT Thoracic Spine	11.40	T42	\$549.94	T42A	\$439.95
CT Lumbar Spine	11.40	T43	\$549.94	T43A	\$439.95
CT Sacrum	11.40	T44	\$549.94	T44A	\$439.95
CT Myelogram (sole charge – includes fluoroscopy)	18.10	T45	\$873.14	T45A	\$698.51
CT Discogram (sole charge – includes fluoroscopy)	21.10	T46	\$1,017.86	T46A	\$814.29
CT Upper Arm	9.70	T47	\$467.93	T47A	\$374.34
CT Elbow	9.70	T48	\$467.93	T48A	\$374.34
CT Forearm	9.70	T49	\$467.93	T49A	\$374.34
CT Shoulder/Thoracic Outlet	9.70	T51	\$467.93	T51A	\$374.34
CT Wrist	9.70	T52	\$467.93	T52A	\$374.34
CT Hand	9.70	T53	\$467.93	T53A	\$374.34
CT Thigh	9.70	T54	\$467.93	T54A	\$374.34
CT Hips	8.50	T55	\$410.04	T55A	\$328.03
CT Knee	9.70	T56	\$467.93	T56A	\$374.34
CT Lower Leg	9.70	T57	\$467.93	T57A	\$374.34
CT Ankle	9.70	T58	\$467.93	T58A	\$374.34
CT Foot	9.70	T59	\$467.93	T59A	\$374.34
CT Arthrogram	12.50	T60	\$603.00	T60A	\$482.40
CT Arthrogram Upper Extremity	12.50	T61	\$603.00	T61A	\$482.40
CT Arthrogram Lower Extremity	12.50	T65	\$603.00	T65A	\$482.40
CT Angiography unspecified	18.10	T70	\$873.14	T70A	\$698.51
CT Angiography Intracranial	18.10	T71	\$873.14	T71A	\$698.51
CT Angiography Neck	18.10	T72	\$873.14	T72A	\$698.51

CT Angiography Upper Extremities	18.10	T73	\$873.14	T73A	\$698.51
CT Angiography Chest	18.10	T75	\$873.14	T75A	\$698.51
CT Angiography Abdomen and/or Pelvis	18.10	T77	\$873.14	T77A	\$698.51
CT Angiography Pelvis and Lower Limbs	18.10	T78	\$873.14	T78A	\$698.51
CT Guided Injection/Aspiration (price includes CT scan and the injection/aspiration) Prior approval required for second or subsequent use of this procedure.	18.10	T80	\$873.14	T80A	\$698.51
CT Digital Radiograph/Scanogram	5.90	T91	\$284.62	T91A	\$227.70
CT Leg Lengths	5.90	T92	\$284.62	T92A	\$227.70
CT Rotational Profile	5.90	T94	\$284.62	T94A	\$227.70
CT Additional 3D reconstruction	5.90	T97	\$284.62	T97A	\$227.70
CT Other region (not otherwise specified)	11.40	T98	\$549.94	T98A	\$439.95
Scintigraphy					
Nuclear Scan Brain	17.00	N01	\$820.08	N01A	\$656.06
Nuclear Scan Lung	12.00	N10	\$578.88	N10A	\$463.10
Nuclear Scan – Bone Triphasic	8.10	N20	\$390.74	N20A	\$312.59
Nuclear Scan Bone – Whole Body	9.50	N21	\$458.28	N21A	\$366.62
Nuclear Scan Bone – SPECT	9.80	N22	\$472.75	N22A	\$378.20
NaF PET Scan Prior approval required	N/A	N23	\$1022.75	N23A	\$818.20
Nuclear Scan SPECT-CT	N/A	N24	\$675.39	N24A	\$540.31
Nuclear Scan Renal Tracts	9.80	N30	\$472.75	N30A	\$378.20
Nuclear Scan Liver- Sulphur Colloid	9.10	N40	\$438.98	N40A	\$351.18
Nuclear Scan Biliary Tree	9.80	N41	\$472.75	N41A	\$378.20
Nuclear Scan Cardiac (myocardial perfusion)	18.60	N50	\$897.26	N50A	\$717.81
Nuclear Scan Blood Pool	9.80	N60	\$472.75	N60A	\$378.20
Nuclear Scan Thyroid	7.20	N80	\$347.33	N80A	\$277.86
Nuclear Scan Other Region/ Miscellaneous	N/A	N90	At cost	N90A	At 80% of the primary codes cost
Nuclear Scan Additional Region SPECT	3	N/A secondary procedure only	N/A secondary procedure only	N91A	\$144.72
Ultra sound vascular					
Duplex/Doppler US of Carotid arts	4.90	U50	\$236.38	U50A	\$189.10

Duplex/Doppler US of Chest	4.90	U51	\$236.38	U51A	\$189.10
Duplex/Doppler US of Abdomen/Pelvis	4.90	U52	\$236.38	U52A	\$189.10
Duplex/Doppler US of Limb Veins for DVT (one limb)	4.10	U53	\$197.78	U53A	\$158.22
Duplex/Doppler Vein Mapping Lower Extremity (one limb)	6.10	U54	\$294.26	U54A	\$235.41
Duplex/Doppler US of Limb Arteries (one limb)	4.90	U55	\$236.38	U55A	\$189.10
Duplex/Doppler US of Additional Limb Arterial or Venous	3.90	U56	\$188.14	U56A	\$150.51
Duplex/Doppler Echocardiography	4.90	U58	\$236.38	U58A	\$189.10
Duplex/Doppler US Miscellaneous	4.90	U59	\$236.38	U59A	\$189.10
Special procedures					
Bone densitometry	2.80	S12	\$135.07	N/A	N/A
Fluoroscopy (per half hour)	5.00	S20	\$241.20	N/A	N/A
Sinogram	5.90	S41	\$284.62	N/A	N/A
Arthrogram	5.90	S70	\$284.62	N/A	N/A
Tenogram	5.90	S76	\$284.62	N/A	N/A
Injection or Aspiration under fluoroscopy <i>Prior approval required for second or subsequent use of this procedure</i>	5.90	S79	\$284.62	N/A	N/A
Herniagram	10.20	S83	\$492.05	N/A	N/A
IVP incl plain film + tomos.	5.90	D40	\$284.62	N/A	N/A
Urethrogram	10.20	D45	\$492.05	N/A	N/A
Micturating Cystourethrogram	10.20	D46	\$492.05	N/A	N/A

Note

1. All plain film performed as part of a High Tech Imaging investigation is included in the contract price of that investigation.
2. All contrasts are included in the price of imaging.

Price Review

ACC will review pricing when, at ACC's sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs
- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

6. RELATIONSHIP MANAGEMENT

Table 1 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Client Service Staff	Individual staff or operational contact	
Branch	Branch Manager	Operational contact	
Region	Designated Supplier Manager		
Account Management			

7. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2)

NOTICES FOR ACC TO:

ACC Health Procurement (For deliveries)

Justice Centre
19 Aitken Street
Wellington 6011

ACC Health Procurement (For mail)

P O Box 242
Wellington 6140
Marked: "Attention: Procurement Specialist"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (For deliveries)

(insert postal address including postcode) (For mail)

marked: "Attention (contact person)

Phone:

Mobile:

Email:

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B. SERVICE SPECIFICATIONS FOR HIGH TECH IMAGING

1. PURPOSE

- 1.1. ACC wishes to purchase High Tech Imaging (HTI) Services.
- 1.2. The purpose of the Service is to provide ACC clients requiring HTI Services, their treatment providers and ACC with necessary, appropriate, quality diagnostic imaging, interventional radiology and reporting services which represent value for money and positively contribute to effective and appropriate treatment and rehabilitation of clients with ACC covered injuries.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this service based on the following service philosophies and objectives:
 - 2.1.1. **Clinical Protocols** – the Supplier will have written and applied protocols and policies which outline the standards for Imaging Services provided under this Agreement.
 - 2.1.2. **Provision of Services** – all Imaging Services provided must be necessary, appropriate, timely, of the required quality and not excessive in number or duration.
 - 2.1.3. **Cultural Appropriateness** – Imaging Services will be provided in a culturally appropriate manner.
 - 2.1.4. **Accessible Information for the Client** – The Supplier will provide information (in writing where applicable) to the Client to assist in decision making, and to give informed consent.
 - 2.1.5. **Access for People with Disabilities** – All facilities will be accessible to people with disabilities.
 - 2.1.6. **Client Centred Approach** – Each person receiving the Imaging Services will be treated with dignity and respect at all times.
 - 2.1.7. **Minimised Travel** – Service delivery will be aimed at minimising the number of times that a Client must travel to the Supplier, particularly for Clients who have to travel from outside the location in which the Supplier is located.
 - 2.1.8. **Financial Access to Services** – No Client will be charged for the Services provided under this Agreement.
 - 2.1.9. **Consistent Messages** – Information provided to Clients or the public will be consistent with the aims, objectives and Service requirements of this Agreement.
 - 2.1.10. **Reporting** – The Supplier will provide ACC with an Imaging Report following the completion of imaging service/s provided to the Client.

3. SERVICE COMMENCEMENT

- 3.1. Eligibility for Service
 - 3.1.1. A person is eligible for this Service if the person has suffered a personal injury for which a claim for cover has been made and accepted by ACC; and the Supplier has received a clinically appropriate referral from a Specialist.
 - 3.1.2. Imaging services may commence on the receipt, by the Supplier, of:
 - 3.1.2.1. A clinically appropriate referral from a Specialist; and

- 3.1.2.2. A notification of approval and purchase order number from ACC for those services which require prior approval as specified in this Service Schedule or that may be specified by ACC from time to time by notice and/or on the ACC website as Imaging Services that require prior approval in accordance with Part B, Clause 6.
- 3.2. ACC prior approval is required for the procedures specified below. Provision of the following services must not commence before prior approval has been received from ACC:
 - 3.2.1. NaF PET Scan (see Clause 6.1)
 - 3.2.2. Second or subsequent CT Guided Injection/Aspiration (see Clause 6.1) – prior approval is not required for the first CT Guided Injection/Aspiration provided for a claim, but is required prior to undertaking a second or subsequent CT Guided Injection/Aspiration.
 - 3.2.3. Second or subsequent Injection or Aspiration under Fluoroscopy (see Clause 6.1) – prior approval is not required for the first Injection or Aspiration under Fluoroscopy provided for a claim, but is required prior to undertaking a second or subsequent Injection or Aspiration under Fluoroscopy.
- 3.3. In addition to the procedures above, ACC may, from time to time, specify by notice and/or on the ACC website that particular procedures also require prior approval in accordance with Part B, Clause 6.
- 3.4. Where ACC approval is required the referring provider must submit the required documentation to ACC in accordance with Part B, Clause 6. The Radiology Supplier will be advised on the decision.
- 3.5. Where ACC approval or cover is uncertain
 - 3.5.1. If the Supplier is uncertain prior to providing the Imaging Services whether or not:
 - 3.5.1.1. The particular Service in the Referral is needed by a Client; or
 - 3.5.1.2. The Service required for the particular patient or Client is covered by this Agreement; or
 - 3.5.1.3. The patient is an ACC Client with a covered claim; or
 - 3.5.1.4. Where required, prior approval has been granted by ACC.
 - 3.5.2. The Supplier will immediately (and prior to providing Services) confirm eligibility by, as appropriate:
 - 3.5.2.1. Contacting the referring Specialist for the claim details; or
 - 3.5.2.2. Requiring the Client to provide evidence of their accepted claim; or
 - 3.5.2.3. Contacting the ACC Helpline on 0800 222 070;
 - to confirm that the Client has an accepted claim (and prior approval where required) before commencing Services.

4. SPECIFIC SITE (PART A, CLAUSE 2)

- 4.1.1. The Supplier will provide Services only at the location(s) specified in Part A, Clause 2, and in a facility which is listed in Part A, Clause 2 as providing the appropriate specified modality.

5. SERVICE REQUIREMENTS

- 5.1. “Imaging Services” include:

5.1.1. Arranging an appointment for an investigation of the Client, and providing the investigation (unless the Supplier advises against investigation, in accordance with Clause 5.1.2 below);

5.1.2. Advising the Referrer and ACC prior to investigating the Client if, in the Supplier's reasonable opinion, the investigation will not assist with diagnosis of any personal injury or suspected personal injury of the Client, or with the rehabilitation of the Client;

5.1.3. Provision of associated reports in accordance with Clause 13 below, and any necessary follow-up services;

5.1.4. Any administrative matters and account management time associated with the provision of the Services and this Agreement; and

5.1.5. All supplies, pharmaceutical items, and other associated items used during the Services.

5.2. All Imaging Services provided by the Supplier must be necessary and appropriate.

5.3. Client Management

5.3.1. The Supplier will have and follow documented procedures for the reception, advice and counselling, physical handling, examination, and, where necessary, the medication of patients. Procedures will include the following:

5.3.1.1. Positive identification of the Client and confirmation of relevant patient information;

5.3.1.2. The effective instruction of the Client in the imaging process to be performed;

5.3.1.3. The pre-imaging preparation of the Client including the consideration of any Client abnormalities or conditions which may affect the imaging process, e.g. prosthetic implants, pregnancy, claustrophobic tendencies, known contrast media reactions etc;

5.3.1.4. Administration of any intravenous or other patient medication;

5.3.1.5. The in-process communication with the patient;

5.3.1.6. The use of any necessary protective or shielding equipment on the Client;

5.3.1.7. The post-imaging treatment of the Client, including counselling, prior to the Client leaving the Service.

5.4. Arranging Appointments

5.4.1. The Supplier will arrange the appointment for the investigation with the Client. If the Client fails to show for the appointment, the Supplier may not charge ACC, but the Supplier will notify ACC of the failure to attend.

6. FUNDING APPROVAL PROCESS

6.1. Prior Approval for Imaging Services

Where ACC approval is required to undertake an Imaging Service the referring Specialist is responsible for requesting prior approval. The referring Specialist will submit a copy of the referral along with all supporting notes from the consultation, to ACC.

6.2. Decision making process

ACC will consider the Client's cover and entitlement upon receipt of a request for funding approval.

ACC will advise the Client, the referring provider and the radiology supplier (specified on the referral) of the decision.

6.3. If funding is approved

On receiving ACC's advice that funding has been approved, the Radiology Supplier will promptly contact the Client to arrange for the Services to be undertaken within 10 days of receipt of an approved purchase order from ACC.

Where the Supplier has been advised of approval and the approved treatment has not commenced within three months of the date of the approval, the approval will lapse and a new application for approval will be required. The referring specialist will make this request.

Where the approval has lapsed ACC will not pay the Radiology Supplier for any services provided to the Client unless a new approval has been received.

6.4. If funding is declined

Where funding is declined, the Client will not be eligible for the Service/s, and payment will not be made to the Radiology Supplier if services are undertaken.

7. SERVICE SPECIFIC QUALITY REQUIREMENTS

In addition to the requirements specified in Part 1 of this Agreement, the Supplier will meet the following Service specific requirements:

7.1. The Supplier will:

7.1.1. Hold IANZ accreditation for each modality and site of HTI service provided.

7.1.2. Provide the Services in accordance with the Maximum Waiting Time requirements described in Clause 8 below.

7.1.3. Provide the Services in accordance with all reasonable instructions and directions of ACC.

7.2. The Supplier will only utilise the services of Radiologists who, as a minimum, have and maintain EITHER:

7.2.1. Vocational registration as a radiologist with the New Zealand Medical Council; and

7.2.2. Fellowship of, or education affiliation to, the Royal Australia and New Zealand College of Radiologists; and

7.2.3. A licence under the Radiation Protection Act 1965 to use irradiating apparatus and/or unsealed sources in accordance with the requirements of the National Radiation Laboratory Codes of Safe Practice NRL C3 and NRL C5; or

7.2.4. Who are Nuclear Physicians who are members of the Australian and New Zealand Association of Physicians in Nuclear Medicine.

7.3. The Supplier must have:

7.3.1. A team of qualified registered radiologists with the appropriate level of training and experience;

7.3.2. Sufficient skilled assistance available during Procedures to maintain safe clinical practice;

7.3.3. Anaesthetists, technical staff and allied staff with appropriate specialty experience and qualifications;

7.3.4. Ongoing staff education programmes or access to education programmes aimed at keeping staff up to date with developments in the field.

7.4. The Supplier will have a contingency plan to maintain continuity of Service in the event of temporary or permanent loss to the Supplier of any key personnel.

- 7.5. The Supplier will have appropriate equipment and consumables to provide the Services.
- 7.6. The Supplier will ensure that all equipment is adequately controlled, capable of achieving the accuracy required and complies with the specifications relevant to the examinations concerned.
- 7.7. Equipment will be operated by competent and authorised personal. Up-to-date instructions on the use and maintenance of equipment (including relevant manuals provided by the manufacturer of the equipment) shall be readily available for use by the service personal.
- 7.8. Equipment will be protected from deterioration and abuse and will be maintained regularly to ensure proper functioning. Maintenance procedures shall be established. Equipment that has been subject to overloading or mishandling, or gives suspect results, or has been shown by verification or use to be defective, shall be taken out of service, clearly labelled or marked and appropriately stored until it has been repaired and shown by calibration, verification or test to perform correctly. The Supplier will examine the effect of this defect on previous examinations and advise any Referrer and ACC of any Reports which may have been affected.
- 7.9. Equipment will be subjected to periodical intermediate checks to a defined procedure between calibrations and/or verifications if checks are needed to maintain confidence in the calibration/verification status of the equipment.
- 7.10. When, for any reason, equipment has been outside the direct control of the Supplier for any period, the Supplier will ensure that the function and calibration status of the equipment are checked and shown to be satisfactory before the equipment is returned to service.
 - 7.10.1. Where calibrations give rise to a set of correction factors, the Supplier will have procedures to ensure that any copies, e.g. in computer software, are correctly updated.
- 7.11. Where such systems are available, and from a date notified by ACC, referrals must be received or made using electronic referral forms.

8. MAXIMUM WAITING TIMES

8.1. Imaging Services

8.1.1. Imaging Services for a Client must be commenced within 10 Working Days of the Supplier receiving the Specialist's Referral or, for services requiring prior approval, an approved purchase order from ACC.

8.2. Notification of Failure to Meet Waiting Time Requirements

8.2.1. Where the Supplier is not able to meet, or foresees that it may be unable to meet, a Maximum Waiting Time requirement for a particular Client or group of Clients, the Supplier will immediately notify the Case Manager responsible for each particular Client. ACC may, in its sole discretion, either endeavour to agree with the Supplier and the relevant Client an extension of the Maximum Waiting Time, or require that the Supplier make alternative arrangements for the proposed investigation of the Client. If ACC chooses the latter alternative, the Supplier shall make the necessary clinical Referral to another Supplier as approved by ACC.

9. SERVICE EXIT

- 9.1. This Service is complete for a Client when:

9.1.1. The Supplier has performed the requested imaging procedure and forwarded the imaging/films and/or CD and any Imaging Report to the person(s) specified in Clause 13 below.

10. EXCLUSIONS

10.1. No payment will be claimed by the Supplier or made by ACC under this Agreement for any services:

10.1.1. Requiring prior approval from ACC, unless a purchase order has been approved for the service before the service has been provided;

10.1.2. Which are not related to a valid claim for personal injury which has been accepted by ACC under the Accident Compensation Act 2001;

10.1.3. Which are funded or obliged to be funded by the Ministry of Health or a District Health Board, including Public Health Acute Services; or

10.1.4. For which a claim for payment has been, or will be, made against ACC under any other contract.

11. LINKAGES

11.1. The Supplier will ensure that linkages are maintained with the following Services:

11.1.1. ACC Client Service Staff;

11.1.2. Health Professionals;

11.1.3. Other Services as appropriate to meet the Client’s needs.

12. PERFORMANCE REQUIREMENTS

12.1. The Supplier’s performance will be measured as shown in Table 3 – Performance Measurement

Table 3 – Performance Measurement

Objective	Performance measure	Target	Data Source
1. Quality Intervention	Facilities are accredited in the modalities provided under this Agreement.	IANZ accreditation held for each modality and site of HTI service provided.	Copy of IANZ certification

Objective	Performance measure	Target	Data Source
2. Cost effective	Services are necessary, appropriate and not excessive in number or duration (see Clause 3 for Service eligibility).	100% of Imaging Services performed are clinically necessary and appropriate.	Imaging Reports
3. Early intervention	Imaging Services are performed within necessary time to allow for maximum rehabilitation.	100% of Clients will have their Imaging Services commenced within 10 Working Days	Imaging Reports

Objective	Performance measure	Target	Data Source
		after the Supplier receives the Specialist's Referral, or, for services requiring prior approval, an approved purchase order from ACC.	
4. Prompt and accurate information submitted to ACC	Complete and accurate information provided to enable assessment of quality service received.	100% of documentation received within scheduled timeframes.	Imaging Reports Invoice

12.2. Service Improvement Process

12.2.1. ACC and the Supplier will consider the information reported under Clause 12 and other relevant information on a regular basis.

12.2.2. Discussion between the Supplier and ACC will occur to better understand the information and decide if performance could be expected to change or if there are other factors that provide a reasonable basis for the identified performance.

12.2.3. If a change in performance is deemed appropriate then further analysis and a follow-up discussion will be undertaken three months after the initial discussion between the Supplier and ACC.

12.2.4. If a change is observed such that performance is within appropriate parameters then the performance monitoring process will provide feedback to the Supplier.

12.2.5. If a change in performance is still deemed appropriate a performance improvement plan will be documented that includes the required action(s) by either party and the timeframes for this to occur.

12.2.6. Further analysis and discussion will occur at the end of the period stated in the performance improvement plan. If no change is observed ACC may issue a notice of breach of contract in accordance with Part 1 Schedule 2 Clause 9.1.

13. REPORTING REQUIREMENTS

13.1. Imaging Report

13.1.1. Following the provision of any Imaging Service for a Client under this Agreement, the Supplier will forward an Imaging Report containing the following details:

13.1.1.1. Name, claim number, contact address and phone number of Client.

13.1.1.2. HPI number and name of the radiologist who performed the investigation.

13.1.1.3. Type/s of imaging undertaken.

13.1.1.4. Date of examination performed.

13.1.1.5. Relevant clinical history.

13.1.1.6. Any limitations which might adversely affect accuracy of diagnosis.

13.1.1.7. Any contrast given – name, amount and route.

13.1.1.8. Any adverse patient reaction.

13.1.1.9. Positive and pertinent negative radiographic findings and correlation with previous or other examinations.

13.1.1.10. Differential diagnosis of significant positive findings.

13.1.1.11. Clinical opinion detailing the most likely cause of the significant positive findings, and any recommendations.

13.1.2. Where an 'additional region' has been imaged, the Imaging Report must provide details of the specific region imaged. This also applies to 'miscellaneous' and 'unspecified' regions as contained in Table 1 – Service Items and Prices.

13.2. Imaging Reports – To Whom and By When

13.2.1. Imaging Reports will be forwarded to the Client's Referrer, and must be electronically copied to ACC as arranged with the ACC eBusiness (ie HealthLink EDI account or MMEEx).

13.2.2. Imaging Reports will be forwarded to the Client's Referrer and ACC within 5 working days of completion of the investigation.

13.2.3. Imaging relating to a Client's examination will be forwarded to:

13.2.3.1. The Client's Referrer, on request, on completion of the investigation;
and

13.2.3.2. Where requested, ACC (copies only at no extra cost).

13.3. Change in an Imaging Report

13.3.1. To avoid confusion over which is the "correct" report if the content of an originally distributed Imaging Report is subsequently changed in any way, the following procedures will apply.

13.3.2. Any change in a previously distributed report must include:

13.3.2.1. Clear indication that this is an amended or supplementary report;

13.3.2.2. Reference to the original report (including the date of the original report);

13.3.2.3. Clear indication of the change(s);

13.3.2.4. Date of the amended or supplementary report; and

13.3.2.5. Name of the radiologist providing the amended or supplementary report.

13.3.3. Any changed Imaging Report will be distributed to all recipients of the original report.

13.3.4. ACC will not be charged any additional fee for amended or supplementary reports, which are due to an error associated with the original report.

13.4. Change in Imaging Procedure

13.4.1. Radiologists are not authorised to provide additional or alternative imaging Procedures to those specified in the Referral, unless the radiologist believes it is likely to achieve a more useful result, and if s/he has obtained the approval of the Referring Specialist. Where approval has been received from the Referring Specialist for additional or alternative imaging, the Imaging Report must indicate this. However, such approval is not required where:

13.4.1.1. The incorrect body part has been requested for imaging. The correct body part should be imaged. The Referral should be noted and the Imaging Report must reflect why a different body part was imaged.

- 13.4.1.2. An abnormality likely to be related to the injury is noted at the edge of the imaging field. In this case the examination may be expanded to include the full site of abnormality. The reason for extending the examination must be indicated in the Imaging Report.
- 13.4.1.3. A medical emergency has occurred necessitating urgent medical investigation before the Referring Specialist can be contacted. The nature of the emergency, the resultant activity, findings and outcome must be recorded in the Imaging Report.
- 13.4.1.4. It is apparent that imaging enhancement (for example with gadolinium) would result in significant additional data which would significantly influence the medical arrangement of the Client. The reason for enhancement must be included in the body of the Imaging Report as well as any adverse effects suffered by the Client.

13.5. Films

13.5.1. Every effort should be made to obtain and use currently existing films for correlation purposes. If correlative plain film imaging is unavailable, or too old to be of use, but plain film imaging is considered necessary to define the level or extent of an abnormality, it may be carried out (but this should not be a routine procedure). The reason for adding the films must be included in the Imaging Report. This can include, but is not limited to, weight bearing films for knee injuries.

13.5.2. If hard copy films or digital images are not kept on file by the Supplier, the Supplier will keep a record of where the films have been sent.

13.6. Image Quality

13.6.1. If an imaging procedure is incomplete, or technically inadequate for interpretation, ACC will not be charged for the procedure until a technically satisfactory examination has been completed or a reasonable explanation has been provided.

13.7. Reporting Quality

13.7.1. The Supplier shall supply the Imaging Report in accordance with ACC's requirements set out in Clause 13.1 of this Service Schedule. Within 12 months of receiving the Imaging Report, ACC may inspect and examine it to ensure that it meets the requirements in Clause 13.1.

13.7.2. If ACC informs the Supplier in writing that ACC reasonably believes that any part of the Imaging Report does not meet the requirements under Clause 13.1 or differs in any way from those requirements, and this is other than as a result of a default on the part of ACC or the Client, the Supplier shall at its own expense re-issue the Imaging Report in accordance with the requirements of Clause 13.1 within such reasonable time as may be specified by ACC.

13.7.3. If the Supplier has not re-issued an Imaging Report within the timeframes specified by ACC that meets the requirements under Clause 13.1, then ACC may at its sole discretion:

- 13.7.3.1. Dispute the validity of the invoice to which the Imaging Report relates; and/or
- 13.7.3.2. Recover the sum of money paid to the Supplier for the Imaging Report by deducting that sum from any sum then due, or at any later time may become due to ACC under this Service Schedule.

13.7.4. If an invoice is disputed by ACC under Clause 13.7 then both parties must continue to perform their other obligations under this Service Schedule.

13.8. The Supplier will provide reports and invoices to ACC in accordance with Table 4 – Reporting Requirements:

Table 4 – Reporting and Invoicing Requirements

Information	Frequency	When	Responsibility
Imaging Reports	Following completion of service	Within 5 working days of completion of service	Supplier
Invoice	Following completion of service	Within 1 month of the service provision	Supplier

14. OPERATIONAL CONTACT

- 14.1. During the Term of this Agreement the Supplier will nominate a person (as specified in Clause 5 of the Quick Reference Information in Part A of this Service Schedule) to be the main contact for ACC who will:
- 14.1.1. Have primary responsibility for relationships with ACC and the operation of this Service on a day to day basis;
 - 14.1.2. Be proactive in informing ACC of issues with provision of Services as outlined;
 - 14.1.3. Raise issues and suggest solutions regarding this Service;
 - 14.1.4. Ensure that the Service is operated in accordance with this Service Schedule;
 - 14.1.5. Represent the Supplier in discussions on performance; and
 - 14.1.6. Ensure that ACC is advised promptly when the person's contact details change.

15. RELATIONSHIP MANAGEMENT

- 15.1. To ensure the continuing effective operation of the service, formal working relationships are to be maintained as defined in Table 2 - Relationship Management at Clause 4 of Part A.

16. PAYMENT AND INVOICING

- 16.1. Service prices are defined for this Service in Table 1 Service Items and Prices at Clause 3 of Part A.
- 16.2. ACC agrees to pay the prices set out in Table 1 – Service Items and Prices for Services provided in accordance with this Agreement.
- 16.3. Prices of Two or More Procedures performed on the Same Day using the same modality.
- 16.3.1. Most procedures have a 'primary' and a 'secondary' service item code. The secondary codes are differentiated with a suffix of 'A'.
 - 16.3.2. When more than one procedure from the same modality is undertaken on the same day on a client (against the same or multiple claim numbers), no more than one procedure shall be invoiced using a primary code (unless Clause 16.3.4 applies). All additional procedures must be invoiced using the appropriate secondary code.
 - 16.3.3. If more than one procedure from the same modality is carried out on the same day on a client, the total price will be:
 - 16.3.3.1. The price of the most expensive Procedure (or if the prices of all the Procedures are equal, the price of the first Procedure carried out); plus
 - 16.3.3.2. The price of each of the other Procedure(s) calculated using the 'secondary code' for the procedure.
 - 16.3.4. Procedures that do not have a 'secondary' service item code should always be invoiced using the primary code.

- 16.3.5. Where more than one procedure from different modalities is undertaken on the same day on a client, both procedures can be invoiced at the full price (using the primary code).
- 16.4. No Additional Charge to ACC for After Hours Attendance
- 16.4.1. Services under this Agreement are not deemed to be acute. ACC expects that Services will be provided to Clients within the hours of 8.30am – 5.00pm, Monday to Friday. ACC will not pay for any after hours charge.
- 16.5. No Additional Fees
- 16.5.1. The prices set out are the entire amount chargeable to ACC in relation to the Services and no additional amount may be charged to ACC, the Client or other person for Services under this agreement, except in the following circumstance:
- 16.5.1.1. If a Client wishes to receive Services outside the hours specified in Clause 16.4 above, the Supplier may charge that Client a reasonable co-payment if, and only if, the Supplier has obtained the Client's agreement to the co-payment prior to the provision of the Services.
- 16.5.1.2. ACC will not have any liability to the Supplier for failure of any Client to pay any such co-payment charged by the Supplier.
- 16.6. Work Related Gradual Process Injury
- 16.6.1. Where a Work-Related Gradual Process Injury (WRGPI) claim is made, a decision about cover will be made following an investigation. Prior to a WRGPI cover decision, ACC will cover the costs of investigating and deciding cover. This will include any diagnostic imaging required (provided it does not require prior approval).
- 16.6.2. If as a result of investigation, cover for the WRGPI claim is declined, payment of treatment costs ends. ACC will only contribute towards the cost of treatment that does not require prior approval and was incurred from the time the ACC45 was completed to the time the decline cover decision was made (this timeframe may be extended at ACC's discretion).
- 16.7. GST Invoice
- 16.7.1. The Supplier shall submit invoices electronically using the electronic invoice processing facilities provided by ACC.
- 16.7.2. The GST invoice will be in the form of XML files transmitted to ACC either directly or using the XMLBuilder application supplied by ACC.
- 16.7.3. The Supplier is entitled to raise a GST invoice following the completion of the service. To ensure efficient payment processing by ACC, this invoice will contain information consistent with that received in the ACC purchase order which initiated the Service, particularly with regard to service codes.
- 16.7.4. The Supplier will invoice at the prices described in Clause 16 above.
- 16.7.5. ACC will pay all electronic invoices which are acceptable to it (in terms of this Schedule) for Services provided in accordance with this Agreement in one lodgement to the bank account of the Supplier specified in Part 1, Schedule 1, Clause 1 of the Agreement. If an acceptable electronic invoice is received by ACC by the 10th day of the month following the period being billed, payment will be made on or before the 20th of the month following the period being billed. If the 20th of the month is not a working day, payment will be made on or before the first working day following the 20th.
- 16.7.6. If any electronic invoice or part thereof cannot be approved for payment, ACC will advise the Supplier, detailing the reasons why payment cannot be approved, and what steps need to be taken by the Supplier to obtain approval. After these steps have been taken, payment will then be made within ten (10) working days of any approval being given.

16.7.7. If the Supplier does not receive payment of all or part of a valid electronic invoice, and no reason as to why the invoice was not paid is given by ACC, the circumstances of non-payment should be referred to Provider Helpline for investigation and resolution.

16.8. ACC will not pay for a Service where the invoice for that Service is not received within 12 months of the date the Service was provided, or the date cover was granted by ACC, whichever is the later date.

17. DEFINITIONS AND INTERPRETATION

“Client” means any person who has been accepted by ACC as eligible for cover in respect of personal injury under the ACC Act; or means any other person or class of persons deemed by ACC to be a Client for the purposes of this Agreement;

“Maximum Waiting Times” means the maximum period of time within which certain Service components are to be provided, as specified in Part B, Clause 8;

“Modality” means one form of radiology therapy as opposed to another, for example, MRI, CT or Bone Scintigraphy;

“Procedure” means a radiological procedure or service;

“Radiologist” means a registered medical practitioner who holds a licence, appropriate to the treatment for which payment is sought, under the Radiation Protection Act 1965;

“Referrer” means the Specialist who requests the service for the Client, and

“Referrer” and **“Referral”** have a corresponding meaning;

“RVU Total” has the meaning defined in Part A, Clause 3;

“Services”, “High Tech Imaging Services”, “Service” and “Imaging Services” means the services to be provided under this Service Schedule as more particularly described in Part B, Clause 5.1, and also includes all incidental services as described in or provided under this Agreement;

“Specialist” means a Medical Practitioner (other than a General Practitioner) who holds or is deemed to hold vocational registration relevant, (or, in the reasonable opinion of a General Practitioner, likely to be relevant), to the injury suffered or apparently suffered by the Client. In the context of this Agreement, a Specialist includes a vocationally registered Sports Medicine practitioner or musculoskeletal practitioner.

“Supplier” has the same meaning as **“Vendor”** in Part 1 of this Agreement.

SERVICE SCHEDULE FOR NON ACUTE REHABILITATION SERVICE

CONTRACT NO:

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING NON ACUTE REHABILITATION SERVICE

The Term for the provision of Non Acute Rehabilitation Service is the period from 1 September 2006 (“Commencement Date”) until the close of 30 November 2018 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. NAMED FACILITIES

Facility Name	Facility Location
«FacilityName»	«FacilityLocation»

3. SERVICE ITEMS AND PRICES

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
IR201	Inpatient stay	Goal, rehabilitation towards imminent discharge	\$704.15	Per day
IR203	Inpatient stay age related mental health	Goal, rehabilitation towards imminent discharge or reduced service level	\$857.95	Per day
IR204	Inpatient stay	Goal, rehabilitation towards imminent discharge Fractured neck of femur clinical pathway	\$707.92	Per day

Note 1. Inpatient day stay rate refers to uninterrupted inpatient stay within the hospital; with the Client occupying a hospital bed at midnight in order to be deemed an Inpatient.

Note 2. Where Clients are absent from the facility for reasons other than Interruptions to Non-Acute Inpatient Rehabilitation Services (see Part B Clause 11) e.g. home trial, attendance at funeral/tangi or leave on Christmas Day, ACC will only pay for a one off maximum of 3 days absence per rehabilitation admission. This will be paid at the Inpatient day stay rate. For periods greater than this, the Client must be discharged. Prior approval will then need to be sought from Case Owner for readmission to a suitable facility. Normal admission and discharge criteria must be adhered to.

Price Review

ACC will review pricing when, at ACC’s sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs

- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

4. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Client Service Staff	Individual staff or operational contact	
Branch	Branch Manager	Operational contact	
Region	Designated Supplier Manager		
Account Management			

5. ADDRESSES FOR NOTICES (Part 1, Schedule 2)

NOTICES FOR ACC TO:

ACC Health Procurement (for delivery)
 Justice Centre
 19 Aitken Street
 Wellington 6011

ACC Health Procurement (for mail)
 P O Box 242
 Wellington 6140
 Marked: "Attention: Procurement Specialist"
 Phone: 0800 400 503
 Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (For deliveries)
 (insert postal address including postcode) (For mail)
 marked: "Attention (contact person)"
 Phone:
 Mobile:
 Fax:
 Email:

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B. SERVICE SPECIFICATIONS FOR NON ACUTE REHABILITATION SERVICES

1. PURPOSE

- 1.1. Non-acute Rehabilitation services provide inpatient care for Clients with a personal injury that requires intensive rehabilitation prior to returning to their place of residence. Rehabilitation will be focused on improving physical functioning and independence to enable a client to return to their community.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this service based on the following objectives:
 - 2.1.1. The service will provide rehabilitation to improve the client's functioning and independence to the maximum extent practicable and reasonable in order to:
 - Reduce the likelihood and/or extent of ongoing rehabilitation and assistance required by the client post discharge
 - Enable a return to the client's pre-injury place of residence wherever possible
 - Minimise the impact of injury on a client's wellbeing and quality of life.
 - 2.1.2. Rehabilitation will be delivered by an interdisciplinary team under a biopsychosocial framework.
 - 2.1.3. Service Providers aim to deliver the service in a manner consistent with international best practice, particularly regarding performance on client outcome measures and duration of inpatient stay.
 - 2.1.4. Where ongoing rehabilitation is required post discharge the service will develop a comprehensive discharge plan and provide recommendations to ACC to meet any ongoing support and rehabilitation needs (see clause 14.4).
 - 2.1.5. Rehabilitation is focussed on progress against goals that are developed collaboratively with the client and that take their context into account, including the role of family/whānau.
 - 2.1.6. Service delivery is culturally competent and is dignity/mana-enhancing
- 2.2. The Supplier's performance will be considered in relation to the following factors:
 - All Clients transferred to this Service will be eligible under this Service Schedule and their identified needs could not be better met by other services
 - Service Providers will be specialist rehabilitation providers
 - All Clients will have a named Key Worker within three days of transfer to Services
 - All Clients will have the interdisciplinary team involved in the planning, implementing and monitoring of their rehabilitation
 - All Clients will have an ACC74 Non Acute Rehabilitation (NAR) Funding Application sent to ACC within five days of transfer to Services
 - All Clients receiving Services for more than 21 days will have ACC approval
 - All Clients will have a comprehensive discharge plan on discharge from Services
 - All Clients will have an outcome focused rehabilitation plan
 - All Clients will receive care according to the rehabilitation plan
 - Family/whanau will be involved in the rehabilitation of Clients
 - ACC will be notified of clients who need ACC support following the service at least 48 hours before discharge wherever possible.

3. FACILITY

The Supplier will provide Services for Clients at the facility or facilities specified in Part A Clause 2. The facilities will be hospitals, which meet Level 4, Rehabilitation of the Guide to the Role Delineation of Health Services in New Zealand.

The Supplier will ensure that the facility has achieved certification against the Health and Disability Standards of this contract and will provide ACC with evidence of achievement of date of certification and term of the certification.

4. SERVICE SPECIFIC QUALITY REQUIREMENTS

The Supplier must have:

- (a) Sufficiently skilled staff when undertaking rehabilitation activities to maintain safe clinical practice (see Clause 12);
- (b) Access to medical and specialist staff, technical and allied registered health professionals with appropriate speciality experience and qualifications;
- (c) Access to 24-hour emergency cover provided by qualified staff;
- (d) A contingency plan to maintain continuity of Service in the event of temporary or permanent loss to the Supplier of any key personnel.

5. SERVICE COMMENCEMENT AND ELIGIBILITY

5.1. Clients are entitled to this Service if they meet the eligibility criteria in clause 5.2 below, and they have:

5.1.1. been treated in either an emergency care facility or publicly funded hospital and are no longer in need of acute medical care, are in need of inpatient injury related rehabilitation and can actively participate in rehabilitation.

OR

5.1.2. received treatment within the community by a GP or Specialist, or treatment under ACC's Elective Surgery contract, for a personal injury for which they have cover, and a Referral has been received from a GP or Specialist;

OR

5.1.3. had their planned admission to rehabilitation delayed while receiving care funded by the Ministry of Health for the duration of a conservative period of fracture management (e.g. six weeks non-weight bearing).

5.2. Eligibility

5.2.1. The Client is entitled to Services from the Supplier for a maximum of 21 days, unless an extension of care has been agreed with ACC, under this Agreement if:

- (a) The person is a Client and is entitled to the Services to the extent and provided always that such Services are not provided or required as "acute treatment" or as a "public health acute service" within the meaning of section 6 of the IPRC Act. (Note that examples illustrating this requirement are provided in the Management Protocol in Appendix 2); and
- (b) The Client has an injury that requires inpatient rehabilitation; and
- (c) The Client has achieved Clinical Stability in accordance with the clinical criteria set in Appendix 1; and

- (d) A Service Provider or the Service Provider's Registrar has determined that the Client requires injury related rehabilitation and the Supplier's interdisciplinary team has agreed to admit the Client to the Services; and
- (e) The Client is able to actively participate in Active Rehabilitation towards interdisciplinary rehabilitation goals; and
- (f) The Client is not eligible for services under other ACC rehabilitation contracts or regulations described in part B Clause 8 below; and
- (g) The Client is weight-bearing (see clause 5.3)

5.3. Non Weight Bearing Access to Rehabilitation Services

5.3.1. Clients who are non-weight bearing, but are fully able to participate in a rehabilitation programme are entitled to Services from the Supplier under this Agreement when:

- (a) Clause 5.1, part B is satisfied and;
- (b) Clause 5.2. part B are satisfied except for (f) and;
- (c) The Client is not confined to bed rest; and
- (d) The Client was non-weight bearing prior to the acute episode and can be expected to rehabilitate to the same level of independence in previous living environment; single or double leg amputations.
- (e) The Client is non-weight bearing as a direct result of the acute injury and can be expected to rehabilitate to independence or supported independence in the community e.g. single or double amputee.

5.3.2. Exclusions to Non-Weight Bearing Access

Clients whose condition does not meet the clinical criteria, set out in Appendix 1 are not entitled to the Service without limitation, e.g.:

- (a) Fractures that are being treated conservatively; and
- (b) Clients who require extended periods of continued bed rest and are not able to actively rehabilitate as a result of the injury or its treatment.

5.4. Age Related Mental Health co-morbidity requiring significant additional resources

The Supplier may provide Mental Health Co-Morbidity Service Level (sIR203) if:

- (a) The Client meets the applicable criteria specified in Part B clause 5.1 and 5.2, and
- (b) The Client has a diagnosed mental health condition and requires additional resources to be provided in addition to Non Acute Rehabilitation Services; and
- (c) The Client is over 65 years of age, and
- (d) The Service Level is indicated on the NAR Funding Application; and
- (e) The Supplier has provided clinical evidence to support the need for the Service Level if requested by ACC.

5.5. Fractured Neck of Femur Clinical Pathway

Where the Supplier wishes to claim for Services at the IR204 Service Level the following must be satisfied:

- (a) The Supplier must have a clinical pathway in place in accordance with the set guidelines as set out in Appendix 10;
- (b) The Supplier must have prior agreement to provide Services under the Fractured Neck of Femur Service Level for Non Acute Rehabilitation Services (Process for agreement is set out in Appendix 10) from the Category Manager or Category Advisor, Social Rehabilitation Services;
- (c) The Client must have sustained a fractured neck of femur;
- (d) The Services set out in clauses 4, 6 and 7 must be provided in accordance with this Service Schedule ;
- (e) Services must be self audited by the Supplier and may be audited by ACC.

5.6. Supplier responsibility for eligibility of Clients

- (a) The Service Provider or the Service Provider's Registrar must determine the person's eligibility for Services. If the person is eligible, the Supplier must send a NAR Funding Application to the relevant ACC Contact Centre within five Working days of the Client being transferred. (see Appendix 8 for Contact Centres)
- (b) The Supplier will notify the Case Owner immediately if they determine that any Client is ineligible for Services.

5.7. ACC responsibility for eligibility of Clients

- (a) On receipt of the NAR Funding Application or Extension of Care ACC will review each case to approve or decline the Client's entitlement to rehabilitation for predominantly injury related reasons. ACC will acknowledge receipt of the NAR Funding Application and notify the DHB of the allocated case owner.
- (b) ACC will accept, decline or request additional information within two working days of receiving a completed NAR Funding Application or Extension of Care.
- (c) ACC will audit admissions to the Services periodically to ensure that only eligible persons are admitted.

5.8. Continuation of services after 21 days

5.8.1. Approval after 21 days

- (a) Where the Service Provider considers that the Services will continue for more than 21 days, the Service Provider must seek prior approval for a continuation of Services before the expiry of the first 21 days of Services. Any approval for a continuation of Services in excess of 21 days will be for up to a two-week period. The Service Provider must seek prior approval for a continuation of Services for each two-week period in excess of the first 21 days of Services before the expiry of each two-week period. ACC will accept, decline or request additional information for each request for continuity of Services within two Working days of receiving the request. Every request for ACC prior approval of a continuation of Services must be in the format attached as Extension of Care (Appendix 4).
- (b) Where ACC does not approve the extension of care, the Case Owner may arrange for an independent medical and/or a Social Rehabilitation Assessment to be completed. The Supplier must adhere to any decision of ACC made on the basis of any such assessment within five Working days of receipt of any such decision.

6. SERVICE LEVELS

6.1. Service Levels

Service Code	Service Description	Time frame
IR 201 Inpatient stays	<p>Goal Rehabilitation towards maximum practicable independence and imminent discharge</p> <p>Service Requirements. As per Part B, Clauses 4, 5 and 7</p>	A maximum of 21 days. Then an Extension of Care is required from Case Owner
IR 203 Inpatient stays, Age related Mental Health co-morbidity requiring significant additional resources	<p>Goal, rehabilitation towards maximum practicable independence and imminent discharge or reduced service level</p> <p>Service Requirements</p> <ul style="list-style-type: none"> • As per Part B, Clause 4, 5 and 7, and; • Psychogeriatrician consultation; and • Single room available, if appropriate; and • Provide a safe environment; and • Specialising of Client on a 1:1 ratio by an appropriate staff member, where required; and provision of extra equipment for safety e.g. alert mats; and • Provision of any psychotropic drug requirements. <p>Client Requirements</p> <ul style="list-style-type: none"> • Management strategies to reduce levels of agitation and confusion; and • Clinical / psychiatry treatment to manage challenging behaviour; and • Structured environment to promote safety. 	A maximum of 21 days. Then an Extension of Care is required from Case Owner
IR 204 Fractured Neck of Femur pathway	<p>Goal, rehabilitation towards maximum practicable independence and imminent discharge</p> <p>Service Requirements.</p> <p>(a) As per Part B, Clauses 4, 5 and 7; and</p> <ul style="list-style-type: none"> • Client care, planned and implemented according agreed clinical pathway; and • Category Manager or Category Advisor approval for Supplier to supply services. 	A maximum of 21 days. Then an Extension of Care is required from Case Owner

7. SERVICE REQUIREMENTS

7.1. Definition of Services

For the purposes of this Service Schedule, "Services" means all and any part of the Non Acute Rehabilitation Services that are described in clause 7 and other Services described elsewhere in this Agreement, to be provided for Clients subject to and in accordance with the provisions of this Agreement, and includes (but is not limited to):

- (a) A pre-transfer visit to, or consultation with, the Client and/or the Client's acute services or consultant's professional team, if required;
- (b) Hotel services, including hydration and nutrition (includes dietetics and nutritional advice);
- (c) Nursing and personal care services;
- (d) Rehabilitation from an interdisciplinary team, who have an agreed and shared philosophy and functional outcome goals;
- (e) All investigations such as laboratory tests, and X-rays (basic and specialised i.e. CT, MRI and angiography);
- (f) Consultations with specialists for any co-morbidity or other issue as appropriate;
- (g) Medical consumable supplies and pharmaceuticals;
- (h) Transport for tests, assessments, and rehabilitation;
- (i) Assessment for, availability and use of, a range of equipment appropriate to the Client;
- (j) Short term loan equipment required by the Client to achieve a suitable rehabilitation outcome for up to 6 weeks after discharge from the acute service, as part of medical outpatient services for up to 6 weeks;
- (k) Interpreter and advocacy services;
- (l) Pre discharge domiciliary visits by therapists, nursing or other professional staff where indicated;
- (m) Maori Health/Liaison Worker and Pacific Island Health/Liaison worker;
- (n) Audiology, Optometry and Podiatry relevant to the Client's injuries;
- (o) Any necessary administrative matters required by this Agreement including such administrative matters as would normally be required to allow the Supplier to monitor the outcome of treatment, and record the Service outcomes in clinical notes and/or through internal information systems and the National Minimum Data Set, to allow the Supplier or ACC to evaluate the Service;
- (p) All incidental services which a reasonable and responsible Supplier of similar services would provide to meet the physiological, cultural, spiritual and social needs of Clients while in the care of the Supplier;
- (q) Client focussed education of caregivers, where necessary for discharge planning;
- (r) Access to information and education about prevention and rehabilitation;
- (s) Assessment of post discharge needs for the Client.

7.2. The Supplier will provide Non Acute Rehabilitation Services, which meet the following requirements

- (a) The Services are to Level 4 or greater, as outlined in Service No. 50, 2.42.1 in the Guide to Role Delineation of Health Services in New Zealand, Crown Health Enterprise Monitoring Unit (September 1993);
- (b) The Services are provided at an identifiable location within the facility. All reasonable efforts will be made to transfer the Client to this facility once a NAR Funding Application has been completed;

- (c) A Service Provider (As per Part B, Clause 12.1) will provide the Services;
 - (d) A Key Worker must be appointed to each Client on admission or within 3 days. That person will co-ordinate rehabilitation activities and communication with the Client, family/whanau, ACC and other parties. The Key Worker for each Client will be identified on the NAR Funding Application within three working days of transfer;
- 7.2.1. The Supplier has a commitment to rehabilitation principles and best practice (maximising the independence of the Client) which includes;
- (a) An interdisciplinary team is employed who have a shared philosophy and focus on shared functional outcome goals and who primarily provide therapy to Clients in the service and develop a patient orientated, outcome goal rehabilitation program
 - (b) The interdisciplinary team will develop a program with stated long-term goals for rehabilitation. The program must include assisting the Client to return to the highest level of function and independence practicable and improve the over all quality of life for the Client, physically emotionally and socially. The interdisciplinary team will meet weekly or more frequently if required to review rehabilitation, care and goals.
 - (c) The interdisciplinary team will develop short-term functional outcome goals. These goals must form part of the above program of rehabilitation and care for the Client and be written in the Client's file notes. They may be profession specific as required by the Client. They must be reviewed weekly by the interdisciplinary team at the team meeting. Evidence of review and achievement of the outcomes must also be noted in the case notes;
 - (d) A functional outcome score will be carried out by member(s) of the interdisciplinary team, within 3 working days of admission to the Service and included on the NAR Funding Application. This score will be updated and included with each request for extension of care, and prior to discharge. The functional outcome score system and result will be noted in the Client's file notes and also on each ACC739 Inpatient Rehabilitation - Extension of Care. The functional outcome scores used will be Functional Independence Measure (FIM). Additional scoring systems should be used depending on the individual needs of the Client e.g.:
 - Glasgow Outcome Scale (GOS)
 - Chessington Occupational Therapy Neurological Assessment Battery

Where these are used they will be kept in the Client's file notes and the results made available to ACC on request.

7.2.2.

- (a) A regular interdisciplinary case conference will be held, attended by medical, nursing and therapy staff.
- (b) Where the client is likely to have complex post discharge needs it is recommended that ACC be contracted to consider case owner participation (or other nominated representative) in the case conference or a pre-discharge Family Meeting. This is to facilitate discharge planning and understanding of the Client's injury related needs;
- (c) Discharge planning must commence on admission to the service and be in line with the exit criteria set out in Appendix 7 and recorded in the Client's file notes;
- (d) The Supplier has a commitment to the principles of community focussed rehabilitation, with linkages to community therapy and community nursing services;
- (e) Family/whanau meetings are set up as required by the inter-disciplinary team and with the approval of the Client, or to meet any reasonable request by the Client and whanau/family. At least one such meeting would normally be held prior to discharge as appropriate;
- (f) The Supplier will provide education for caregivers and/or family; to enable them to care for the Client post-discharge where required.

7.3. Any Services provided by the Supplier must be necessary and appropriate for achieving satisfactory treatment and rehabilitation of the Client.

8. EXCLUSIONS

The following services (without limitation) are not to be provided or paid for under this Agreement:

ACC will not pay for Services provided to Clients who are eligible to receive services under the following ACC rehabilitation contracts, or regulations and where in the sole opinion of ACC it is more appropriate for the Client to receive rehabilitation services under these arrangements:

- (a) Acute secondary care services i.e. medical, paediatric and surgical services;
- (b) Dentistry;
- (c) Outpatient services and community services;
- (d) Long term equipment for independence e.g. orthotics, prosthetics (artificial limbs), wheelchairs;
- (e) Vocational rehabilitation services;
- (f) ACC pre approved long distance escort or transport
- (g) Social Rehabilitation Assessment Services
- (h) Post discharge medical consumables;
- (i) Day Hospital Services and Domiciliary Services.
- (j) Community (Home based) rehabilitation;
- (k) Spinal Cord Injury rehabilitation – all Clients with confirmed spinal cord injury must be referred to either Auckland or Burwood Spinal Injuries Services (depending on the Client's place of residence) as soon as practical;
- (l) Traumatic Brain Injury – all Clients who require specialised rehabilitation under the Active Rehabilitation or Residential Support contracts must be referred to those services directly from acute treatment. The Supplier will refer such Clients to the appropriate service and/or advise ACC that the Client requires such services as soon as practicable.
- (m) Respite or Convalescent care.

9. ACC TRANSFER OF CLIENTS

9.1. ACC transfer to another Supplier

ACC may, in its sole discretion, require the Supplier to make a transfer of an ACC Client to another rehabilitation facility where it deems such an ACC transfer to be clinically appropriate. Prior to an ACC transfer an Independent Social Rehabilitation Assessment may be requested by ACC. Such an ACC transfer must take place within 5 Working days of the Supplier's receipt of ACC's written decision.

9.2. Communication with Parties

ACC will only require an ACC transfer to another facility on clinical and/or operational grounds. Every effort will be made to obtain agreement for ACC transfer with the Supplier, and where appropriate the Client will be involved in the negotiations and also be provided with the reasons for ACC transfer.

10. SERVICE EXIT

The Services for a Client will end on the first date that any of the following events occur:

- (a) Exit Criteria has been met (as set out in Appendix 7); or
- (b) The Supplier and ACC agree that expected rehabilitation outcomes/goals have been reached; or
- (c) Day 21 has been reached following admission to the services, if an Extension of Care Notification has not been applied for and approved by ACC; or
- (d) Where an Extension of Care agreed by ACC has expired; or
- (e) No more than five Working days after receipt by the Supplier of a request for transfer or request for Discharge from a Case Owner when an independent medical report or Social Rehabilitation Assessment Report obtained by ACC identifies that the Client no longer needs the current Services or that the Services would be more appropriately provided by another Supplier or community services; or
- (f) When the need for rehabilitation is no longer related to a personal injury for which the Client has cover under IPRC Act (in these cases the cost of continued rehabilitation will be transferred to Ministry of Health funding); or
- (g) The Client discharges himself/herself from the facility; or
- (h) On the death of the Client; or
- (i) When a significant complication occurs, (see Part B, Clause 11).

In all cases where Services end in respect of a Client the Supplier must provide the Case Owner with the documentation required by this Agreement (e.g. Discharge Report) within the timeframes specified in this Agreement.

11. SIGNIFICANT COMPLICATION, TRANSFER OF CARE (INTERUPTION TO SERVICES)

- (a) Clients receiving Non Acute Rehabilitation Services may, on occasion, develop a significant complication. This may be an exacerbation of a pre existing condition or the development of a complication that prevents them from undertaking active rehabilitation towards their functional outcome goals.
- (b) In many instances the Client may be re-transferred to the acute service, but in some instances they may be treated in the Facility. If the Client is not transferred out of the Facility after developing a significant complication, ACC will continue to pay for

- Services for two days if the Client returns to Non-Acute Inpatient Rehabilitation after and the significant complication has been resolved.
- (c) Where a Client requires readmission to acute services as a result of a significant complication, the Supplier will transfer the Client to the appropriate acute clinical team. A Notice of Interruption of Services must be sent to the ACC branch contact person/Case Owner within two working days of significant complication transfer of care.
 - (d) The notification of Interruption of Services (see Appendix 6) will include the following details:
 - Client name and ACC number
 - Diagnoses related to the personal injury by accident
 - Cause of return to acute care
 - Date of transfer to acute clinical team.
 - (e) Funding for this acute treatment is not covered by this Agreement. Funding will be provided either through Ministry of Health as a “Public Health Acute Service” within the meaning of section 6 of the IPRC Act.
 - (f) The Supplier must submit a NAR Funding Application to ACC within five Working days of the Client returning to their facility to receive services following any significant complication transfer of care.

12. SERVICE PROVIDERS

12.1. Service Providers

Physicians providing the Service will preferably be Fellows of the Australasian Faculty of Rehabilitation Medicine. ACC will also consider specialists who hold a vocational registration in internal medicine and also have an interest and proven work experience in rehabilitation.

“Oversight” is required where a medical practitioner, although working in a rehabilitation unit, is not vocationally registered in internal medicine or rehabilitation medicine. Oversight must be from a physician who is qualified to be a Service Provider as set out above.

If a Service Provider will not be available for a period greater than three weeks, for example in an emergency or due to leave, the Service Provider or the manager of the service may nominate another clinical member of the Supplier’s rehabilitation team. This person must be able to determine the eligibility of Clients for services in accordance with Part B, Clause 5. The Supplier must ensure that specialist support is available.

12.2. Key Worker

A Key Worker must be a clinical member of the interdisciplinary team and also have an interest and proven work experience in rehabilitation.

The Key Worker works with the Client, family and the team from the time of admission to the service. This role includes co-ordination of the team in setting goals and monitoring goal achievements. This person also acts as the primary contact for the Client, Family and Case Owner.

13. SPECIFIC PERFORMANCE MONITORING

13.1. The Supplier’s performance will be measured on the relevant performance requirements outlined in this schedule. A full Service Monitoring Plan is held by ACC and can be requested from the contact in clause 5 of the Quick Reference Information in Part A of this Service Schedule.

13.2. If the performance monitoring identifies an issue with the Supplier’s performance, either as part of the service reporting or any ad hoc feedback received, the process outlined will be followed, taking into consideration how serious an issue is, and the level of risk, being:

- (a) For issues ACC determines as low level ACC will follow steps outlined in 13.3.1 and 13.3.2.
- (b) For an issue ACC determines as medium or high level, ACC may follow only the steps outlined in 13.3.2 and 13.3.3.
- (c) If the issue is a serious breach of this Agreement, ACC may decide to terminate the Term of the Agreement immediately, or provide the Supplier with a Notice of Breach in accordance with Part 1, Schedule 2, Clause 9.1 without following the process above.

13.3. The process that will be followed when performance monitoring identifies issues with the Supplier's performance are:

13.3.1. Communication of the issue

- (a) When an issue is first identified the Supplier will receive written notification from ACC outlining the issue and any resolution that needs to occur.
- (b) The Supplier will be able to contact ACC to discuss the issue by phone or to request a meeting, or further training to assist with the resolution of the issue.
- (c) Timeframes will be provided for resolution to occur.

13.3.2. Communication of issue and visit from ACC

- (a) If at follow-up resolution has not occurred in accordance with timeframes provided, or ACC begins the process here, then ACC will provide the Supplier with written notification requesting a meeting within 10 working days.
- (b) ACC will provide the Supplier with development and training to assist with resolution of the issue.
- (c) If the Supplier refuses a meeting, this is considered a serious breach of contract by ACC and ACC may decide to terminate an Agreement immediately, or provide the Supplier with a Notice of Breach in accordance with the Part 1, Schedule 2 Clause 9.
- (d) Timeframes will be provided for resolution to occur.

13.3.3. Notice of Breach

- (a) If at any follow-up resolution has not occurred in accordance with timeframes provided, or ACC begins the process here, then ACC will provide the Supplier with a Notice of Breach in accordance with Part 1, Schedule 2 Clause 9.
- (b) ACC will allow the Supplier 10 working days to resolve the issue, where the issue is able to be resolved.
- (c) The Supplier must accept no new referrals.
- (d) If resolution does not occur or the issue is identified again in performance monitoring, ACC may provide the Supplier with a notice of immediate termination of the Term of this Agreement.

14. REPORTING

14.1. NAR Funding Application

14.1.1. NAR Funding Application

ACC will commence funding Non Acute Rehabilitation Services when a NAR Funding Application (refer Appendix 3) is completed and received by ACC, within five Working Days of transfer. ACC will pay for Services from the date of transfer provided that the NAR Funding Application has been received by ACC by the required date.

If a NAR Funding Application is not received by ACC within five working days of transfer, ACC will pay for Services at the relevant inpatient stay rate from the day the NAR Funding Application is received provided all relevant criteria are met.

- 14.1.2. The purpose of this NAR Funding Application is to provide validation that
- the injury requires rehabilitation, and
 - clinical stability has been reached, and
 - the client is able to actively participate in rehabilitation, and
 - the transfer has been accepted by the appropriate Service Provider or the Service Provider's Registrar, and
 - Client is under the care of a team skilled in rehabilitation.

ACC will undertake periodic audits to ensure compliance with the clinical criteria in Appendix 1.

If, during Service delivery, the Supplier considers that a Client meets the criteria in Part B, clause 5.4 (Age Related Mental Health co-morbidity requiring significant additional resources), the Supplier may complete a NAR Funding Application including reasons for the change in service level and, if ACC agrees, ACC will pay for Services at the IR203 service rate from the date the NAR Funding Application is received by ACC.

- 14.1.3. A Transfer may be a:
- (a) Technical Transfer e.g. transfer does not involve change of bed; but responsibility for rehabilitation is transferred to Non Acute Rehabilitation Services;
 - (b) Intra-hospital transfer e.g. moving to a dedicated rehabilitation facility within the Supplier's organisation;
 - (c) Inter-hospital (public or private) transfer where a change of organisation occurs.

14.1.4. By When

ACC will commence funding Non Acute Rehabilitation Services when a NAR Funding Application is completed by the Service Provider or the Service Provider's Registrar or Key Workers as detailed in Clause 12 and sent to ACC, within five Working days of transfer. ACC will pay for services from the date of transfer provided that the NAR Funding Application has been completed by the required date and received by ACC.

14.1.5. To Whom

The NAR Funding Application is to be sent to the applicable ACC Contact Centre for the Supplier's hospital as indicated in Appendix 8.

The Contact Centre will assess the risk to ACC and either manage the Client within the Contact Centre or transfer the Client to the Branch for a Case Owner to be appointed. The Case Owner will inform the Supplier of receipt of the NAR Funding Application by email or fax within two Working days of receipt.

14.2. Technical Transfer

- 14.2.1. A Client may be accepted into Non Acute Rehabilitation Services but remain within the acute environment.
- 14.2.2. The Supplier will provide Services, which meet the following requirements:
- (a) All Services to be provided in accordance with this Service Schedule (refer in particular to Part B, Clause 7); and
 - (b) Transfer to a rehabilitation unit within three Working Days of commencement of Services; and

- (c) Client rehabilitation is Client focussed, with allied services providing Services as required; and
- (d) The Client is under the care of the Service Provider; and
- (e) The named Key Worker co-ordinates the Client's rehabilitation care, and attends all meetings relevant to that Client and family; and
- (f) The Client is re-assessed by a member of the interdisciplinary team daily.

14.3. Extension of Care Notification

14.3.1. Purpose and Requirement to Complete

The purpose of an Extension of Care Notification is to provide the Case Owner with enough clinical information to allow them to assess continued entitlement to Services, the outcomes to be gained from the continued rehabilitation and the discharge requirements of the Client. Extensions of Care are for two-week periods. A further request may be made prior to the expiry of any two-week period.

14.3.2. To Whom

The Extension of Care Notification will be sent to Case Owner indicated on the response to the NAR Funding Application.

14.3.3. By When

The Extension of Care Notification can be sent at any time from admission to the Service but must be received by ACC prior to the end of 21 days of Services. The Supplier should allow at least four working days for the request to be received by ACC. ACC will respond within two working days of receipt.

14.3.4. Contents

The Extension of Care Notification will include the following information in the format set out in Appendix 4:

- (a) Report date; and
- (b) Client name, Client ACC number (if known), Clients address, date of accident, and date of birth; and
- (c) Facility names, name of Key Worker, and contact details; and
- (d) Expected duration of Service.

14.4. Discharge Reports

14.4.1. Discharge planning must commence on Client admission to the Services.

Home Based Rehabilitation

14.4.1.1 If the client requires support on discharge an ACC 705 Referral for Support Services must be sent to the Case Owner within 48 hours of the anticipated discharge date.

14.4.1.2 By when

The ACC 705 Referral for Support Services on Discharge must be received by the Case Owner a minimum of 48 hours prior to discharge. If an ACC-funded package of care is not suitable for the Client, ACC may arrange for assessment of post-discharge care requirements, prior to discharge. Such assessments will be carried out by an assessor contracted by ACC (which may be a DHB).

In the event that the proposed discharge date is postponed the Key Worker must inform the Case Owner as soon as possible and prior to the discharge date to enable booked services to be cancelled or changed.

14.4.2. Discharge Report

4.4.2.1 The purpose of the Discharge Report (set out in Appendix 5) is to provide ACC with information on the Client, to monitor the completion of Services at the time of transfer to another facility or discharge to the community, and to provide evidence of appropriate discharge planning. A hospital discharge summary may accompany this report to provide details of the inpatient episode.

14.4.2.2 To whom

All discharge reports are to be sent by the Supplier by fax or e-mail to the facility that the Client has been transferred to (if relevant), the Case Owner and the Client's General Practitioner. A signed hard copy must be sent to the Case Owner where appropriate. A copy must be kept on the Client's inpatient file in the facility that they have been transferred/discharged from.

14.4.2.3 By when

The formal discharge report must be received by the recipients named in Part B, Clause 14.4.2.2 above, within three Working Days of the date of discharge.

14.4.2.4 Contents

A Discharge Report must contain the following information about the Client:

- (a) Client name, date of birth and address; and
- (b) ACC claim number; and
- (c) Name of Case Owner and Branch; and
- (d) NHI number; and
- (e) Date of admission; and
- (f) Date of discharge or transfer; and
- (g) The name of the Service Provider; and
- (h) Rehabilitation outcomes on which progress has been based; and
- (i) Overall progress toward the outcomes i.e. snapshot of the Client at entry phase and at discharge phase; and
- (j) Details of recommended rehabilitation interventions that are required by the Client post discharge based on a multi disciplinary consult involving family/whanau; and
- (k) Any other information on arrangements for support, community and outpatient treatments and follow up consultations; and
- (l) A copy of the Client's provider discharge summary.

14.5. Occurrence of an Exception

14.5.1. An Exception is where an incident has occurred that:

- (a) Is clearly outside accepted rehabilitation practices. The occurrence may be notified by the Client or another person e.g. staff member, member of the public or family; or
- (b) Is of an unacceptable risk to the safety and security of the Client or another party involved in Service provision; or
- (c) Has the potential to become high profile or attract media/advocacy group attention; or
- (d) Is any other situation that ACC should reasonably expect to be advised about.

14.5.2. Exceptions may include (without limitation):

- (a) Death of Client; or

- (b) Abuse/Assaults on Supplier staff or fellow patients (verbal, physical or sexual) by a Client; or
- (c) Media reports illustrating a Client’s situation; or
- (d) Breach of house rules that may result in the Client being evicted from the facility; or
- (e) The Client leaving facility without permission i.e. Client is absent without leave; or
- (f) The Client being admitted to hospital e.g. psychiatric treatment: or
- (g) Any other events that would indicate that the Client may be a safety and security risk to themselves or others.

14.5.3. Exception report

If an Exception occurs, the Supplier will:

- (a) Verbally notify the Case Owner within 24 hours of the Exception occurring, except where this occurs outside a Working Day, in which case the Supplier must notify the Case Owner on the next Working Day; and
- (b) Within two Working Days, send a written report to the Case Owner, which identifies the Client and describes the nature of the Exception and subsequent steps taken by the Supplier (including any transfer of care).

14.6. Independent Reporting

- 14.6.1. The Supplier will participate in the Australasian Rehabilitation Outcomes Centre (AROC) benchmarking system in accordance with that organisation’s requirements.
- 14.6.2. The Supplier will participate in a joint quality forum(s) with ACC to discuss the results with the intention of focusing on value based health services.
- 14.6.3. Within 2 months of receipt of their AROC facility report, the Supplier may provide a clinical narrative relating to the facility report to ACC electronically.
- 14.6.4. The Supplier agrees to provide written permission to AROC to identify the Supplier’s facility name (e.g. Hospital NZXX) in ACC’s AROC payer report”.

14.7. Reporting Summary

14.7.1. The total reporting requirements of the parties under this Agreement are:

Table of Reporting Requirements

Report name	Explained in	Responsibility	To go to...	By when...
NAR Funding Application	Clause 14.1 Appendix 3	Supplier i.e. Named Service Provider or the Named Service Provider’s Registrar	ACC Claims Centre	Within five Working Days
Inpatient Rehabilitation - Extension of Care	Clause 14.3, Appendix 4	Supplier	ACC Claims Centre	Within 21 days of Client entering the Service
Discharge Reports	Clause 14.4 Appendix 5	Supplier	Client, GP, Contact Centre, Case Owner	Discharge Report within three Working Days following discharge

Report name	Explained in	Responsibility	To go to...	By when...
Exception Report	Clause 14.5	Supplier	Contact Centre, Case Owner	Verbally within 24 hours In writing within two Working Days
Notice of Interruption to Services	Clause 11 Appendix 6	Supplier	Contact Centre Case Owner	Within three3 Working Days
Independent Reporting	Clause 14.6	Supplier	Electronic reporting to AROC	As per AROC requirements
Clinical Narrative	Clause 14.6.3	Supplier	Category Manager	As specified in clause 13.6.3 (optional)

15. PRICES PAYABLE DURING CLIENT ABSENCES

15.1. The price payable for each day that the Client is absent from the Supplier's inpatient facility for the two types of absences below will be paid at the Inpatient day rate as set out in Part A, Clause 3 and calculated as follows:

- (a) For absences such as Christmas Day or attendance at a Tangi or a family event, up to a **three Day Cap** without the need for prior approval by ACC;
- (b) For home trial of care for a Client up to three days without the need for prior approval by ACC.

The Client is permitted to have one home trial of up to three days only without prior approval from ACC per rehabilitation admission. If trial discharges are required they are to be treated as discharges and the Client re-admitted following Case Owner approval. If the Client is discharged at the end of the home trial then the Case Owner must be informed so that all necessary services can be arranged and paid for by ACC.

The Case Owner must be informed if the Client is absent for any of the reasons set out in this Clause. The Supplier is required to arrange and pay for any required home based care for the Client during these absences.

16. INVOICING AND PAYMENT

16.1. The Supplier is entitled to raise a separate GST invoice for each Client within five days following completion of the service or a component of the service. To ensure efficient payment processing by ACC, this invoice will contain information consistent with that received in the ACC purchase order which initiated the Service, particularly with regard to service codes.

16.2. The Supplier's invoice shall contain the following details:

- (i) That the invoice is addressed to ACC
- (ii) The Supplier's name, address and ACC Supplier number
- (iii) The GST number of the Supplier
- (iv) The words 'Tax Invoice' in a prominent place
- (v) An invoice number
- (vi) The invoice date
- (vii) The relevant ACC purchase order number

- (viii) The name of the Agreement and the contract number
 - (ix) The Case Owner's name
 - (x) The Provider's name and ACC Provider number for each Service
 - (xi) The name and claim number of the Client receiving the Service
 - (xii) A description of the Services and their codes (these are on the purchase order)
 - (xiii) The quantity (or hours) of Services delivered
 - (xiv) The date on which the Service was provided, or if more appropriate, the start and end date.
- 16.3. If the Supplier has complied with its obligations under this Agreement ACC will pay the invoice into the Supplier's bank account as indicated in Part 1, Schedule 1, clause 1 of this Agreement on or by the 20th day of the month following receipt of the invoice.
- 16.4. The price for each Service set out in this Service Schedule is the entire amount chargeable in relation to that Service, and no additional amount may be charged to ACC, any Client or other person (whether by way of co-payment or part-charge or otherwise) for Services provided under this Service Schedule.
- 16.5. ACC will not pay for a Service where the invoice for that Service is not received within 12 months of the date the Service was provided, or the date cover was granted by ACC, whichever is the later date.

17. GLOSSARY OF TERMS

“Case Owner” means the person from time to time engaged by ACC as a Case Owner or Case Manager for the Client.

“Client” has the same meaning as “Claimant” in Part 1, Schedule 2 of this Agreement; Master as the definition of Claimant in the Master is “any person who has been accepted by ACC as eligible for cover in respect of personal injury under the IPRC Act”.

“Key Worker” means a doctor or other professional member of the multidisciplinary team who works with the Client, family and the team from the time of Admission to the Service. This role includes co-ordination of the team in setting goals and monitoring goal achievements. This person also acts as the primary contact for the Client, family and Case Manager;

“Non Acute Rehabilitation Services”, “Services” and “Service” mean the Non Acute Rehabilitation Services to be provided in accordance with this Agreement;

“Oversight” means Medical Practitioners on general registration must work under the general oversight of a Medical Practitioner who holds vocational registration in the same branch of medicine. An overseer is similar to a mentor and assists a doctor to take part in continuing education and audit. Doctors under oversight report to the Medical Council every year as part of their annual practising certificate application and each year some will be audited to ensure they are meeting requirements;

SERVICE SCHEDULE FOR TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH OTHER INJURIES CONTRACT NO:

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH OTHER INJURIES

The Term for the provision of Training for Independence Services for Adults with Other Injuries is the period from 1 July 2015 (“Commencement Date”) until the close of 30 June 2018 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. SPECIFIED AREA AND SERVICE LOCATION

XXX

3. SERVICE ITEMS AND PRICES

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI01E	Rehabilitation Professional Planning	Planning to a maximum of two hours for each Rehabilitation Professional in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI31E	Psychologist Planning	Planning up to a maximum of two hours for Psychologist in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI03E	Rehabilitation Plan	Time spent writing the Rehabilitation Plan, in accordance with Part B, clause 5.2.2 of this Service Schedule.	\$109.67	Per hour
TI11E	Delivering Rehabilitation (<i>other than psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI12E	Delivering Rehabilitation (<i>Registered Psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI13E	Delivering Rehabilitation (<i>Rehabilitation Coach</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$54.84	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI14E	Key Worker	Key Worker Set Monthly Fee in accordance with Part B, clause 5.2.1 this Service Schedule. This can only be paid where two or more disciplines are working with the Client.	\$329.67	Per month
TI04E	Progress Report <i>(Long term Clients only)</i>	The completion of the Progress Report for Clients with long term needs in accordance with Part B, clause 5.5.2 of this Service Schedule. This is for time spent writing the Progress Report only.	\$109.67	Per hour
TI21E	Completion Report	Completion of a Rehabilitation Completion Report in accordance with Part B, clause 5.5.4 of this Service Schedule. This is for time spent writing the Completion Report only.	\$109.67	Per hour
TI22E	Case Conference <i>(Rehabilitation Professional)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$109.67	Per hour
TI33E	Case Conference <i>(Psychologist)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$154.33	Per hour
TIDNE	Non-Attendance Fee	When a Client fails to attend a scheduled appointment without giving at least 24 hours prior notification a non-attendance fee can be paid. A DNA report must be provided. A maximum of three non-attendance fees can be paid per Client with a maximum of 2 hours per non-attendance in accordance with Part B, clause 5.5.1 of this Service Schedule.	40% (onsite) or 60% (offsite)	Per hour (as a proportion of the applicable fee)

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITD10	Travel Distance	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> • for return travel via the most direct, practicable route; and • where the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.62	Per km
TITT5	Travel Time - first hour	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and • the distance the Service Provider travels exceeds 20km return; and/or • the time the Service Provider travels exceeds 30 minutes <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	50% of the contracted hourly rate	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITT1	Travel time - subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under TITT5, where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and • additional travel time is required after the first hour of travel <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	100% of the contracted hourly rate	Per trip
TIT6	Other travel	<p>Costs for return travel by ferry, taxi, rental car, public transport and parking when :</p> <ul style="list-style-type: none"> • return travel is via the most direct, practicable route; and • the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> requested by ACC to travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services; and air travel is necessary and has been approved by ACC <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip
TIAC	Accommodation	<p>Payable when an Assessor has been requested by ACC to conduct a clinic in an outlying area that is not the Assessor's usual area of residence or practice and overnight accommodation is necessary. ACC will pay actual and reasonable accommodation costs of up to a maximum of \$225.00 plus GST per day with prior ACC Coordinator approval and receipts provided.</p> <p>Hotels – Maximum of \$150.00 + GST per night.</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$75.00 + GST per 24 hour period where overnight stay is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	Actual and reasonable cost	Per night

Price Review

ACC will review pricing when, at ACC's sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs
- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

4. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Case Owner	Individual staff or operational contact	As required
Branch	Branch Manager	Operational contact	As required
Region	Designated Supplier Manager	Operational contact	As required
Account Management	Category Advisor Category Manager	Operational & Contract Management Contract/Strategic Management	As required

5. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2)

NOTICES FOR ACC TO:

ACC Health Procurement (for delivery)
Justice Centre
19 Aitken Street
Wellington 6011

ACC Health Procurement (for mail)
P O Box 242
Wellington 6140
Marked: "Attention: Procurement Specialist"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (for deliveries)
(insert postal address including postcode) (for mail)
Marked: "Attention (contact person)"
Phone:
Mobile:
Fax:
Email:

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B. SERVICE SPECIFICATIONS FOR TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH OTHER INJURIES

1. PURPOSE

- 1.1. ACC wishes to purchase Training for Independence Services for Adults with Other Injuries that will provide education, support, training and rehabilitation to Clients in their own home, community or their work place for the purpose of restoring the Client's independence and ability to participate in their wider community to the maximum extent practicable whilst reducing their likely need for further rehabilitation.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this Service based on the following objectives:
 - 2.1.1. Clients gain skills and knowledge that are durable, sustainable and that measurably increase the Client's function.
 - 2.1.2. Clients will have a reduction in their need for further rehabilitation and other ACC support services.
 - 2.1.3. Clients will not sustain injuries or deterioration such as pressure injuries or other secondary injury caused by preventable means during the period of Service.

3. SERVICE LOCATION (PART A, CLAUSE 2)

- 3.1. The Services will be provided in the most appropriate setting for the Client e.g. Client's home, work and /or other community locations.
- 3.2. The Supplier may provide Services where the Client is in a residential facility that is their long term or permanent place of residence and where rehabilitation services are not available.
- 3.3. The Supplier will provide the Services from the Service Provider base and to Clients resident in the geographical area(s) specified in Part A, clause 2.
- 3.4. The Supplier may provide Services to the Client remotely using telehealth services.

4. SERVICE COMMENCEMENT

- 4.1. Eligibility Criteria
 - 4.1.1. A person is eligible to receive the Service when they have:
 - 4.1.1.1. A need for and could benefit from a rehabilitation programme tailored to their assessed needs; and have
 - 4.1.1.2. been referred by ACC Client Service Staff in accordance with this Service Schedule.

4.2. Referral Process

- 4.2.1. When referring a Client for Training for Independence Services, ACC Client Service Staff will send a written referral to the Supplier, on the referral form supplied by ACC from time to time.
- 4.2.2. On receipt of the referral, the Supplier will:
 - 4.2.2.1. Confirm that the referral contains adequate information in order to proceed to provide Services;
 - 4.2.2.2. Confirm that they have the capacity to accept the referral;
 - 4.2.2.3. Return any referral that is inappropriate or inadequate or which they do not hold a contract for;
 - 4.2.2.4. Notify ACC that the referral has been accepted or declined by email within three Business Days of the referral being received.

5. SERVICE REQUIREMENTS

5.1. Operational Guidelines

- 5.1.1. The Supplier will provide Services in accordance with the Training for Independence Operational Guidelines available on ACC's website as amended by ACC from time to time. If ACC proposes to make substantial amendments to the Operational Guidelines, ACC will first consult the Supplier.
- 5.1.2. If there is an inconsistency or conflict between the Operational Guidelines and this Service Schedule, the provisions of this Service Schedule will take precedence.

5.2. Service Planning

- 5.2.1. Once a referral is accepted:
 - 5.2.1.1. The Supplier will determine the appropriate rehabilitation professional(s) to provide Services to the Client;
 - 5.2.1.2. The Supplier will make contact with the Client within three Business Days of accepting the referral to build the relationship for supporting the Client's transition;
 - 5.2.1.3. The Key Worker / Attending Rehabilitation Professional will then set up Planning Sessions, as required, and meet with the Client within three Business Days of contacting the Client;
 - 5.2.1.4. Planning Sessions will be a maximum of two hours for each discipline on the team working with the Client. Only the time required to achieve the purpose of the Planning Sessions may be used. The purpose of the Planning Sessions is to allow the Service Provider who will be working with the Client to;
 - 5.2.1.5. Meet the Client, their family/whanau and carers as required;
 - 5.2.1.6. Develop the Rehabilitation Plan on the template specified by ACC from time to time and;
 - 5.2.1.7. Set baselines to allow for measurement of the Client's progress towards milestones.
 - 5.2.1.8. The Supplier may visit the inpatient setting for the purposes of planning and coordinating the transition of the Client from inpatient to the community, where practicable.
 - 5.2.1.9. The Key Worker or Attending Rehabilitation Professional must co-ordinate completion of the Rehabilitation Plan and submit this plan to ACC as soon as practicable, and within 10 business days of meeting with the Client.

- 5.2.2. For all Clients the Rehabilitation Plan will include:
 - 5.2.2.1. Details of the Client's current situation;
 - 5.2.2.2. The Client's objectives, goals and activities that are important for them to maintain;
 - 5.2.2.3. The outcomes to be achieved;
 - 5.2.2.4. Measures for each outcome stated in the referral;
 - 5.2.2.5. Details of the overall pathway, timeframes and milestones and nature of rehabilitation Services the Client will receive.
 - 5.2.2.6. Where the TI Assessor identifies a need for MRES Simple List Equipment, they must provide sufficient rationale to support the injury related need. All MRES Simple List Equipment should be ordered by ACC Client Services Staff.
 - 5.2.2.7. Where it is identified that the Client may require MRES Standard, Complex or Non-list equipment, a single Discipline Assessment is required.
 - 5.2.2.8. An outline of the method of delivery such as face to face or via telehealth.
 - 5.2.3. Once ACC receives the Rehabilitation Plan, ACC will provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information. If ACC requests additional information, the Supplier must submit this to ACC within three Business Days, and ACC will then provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information.
 - 5.2.4. The Supplier may, once the rehabilitation is underway, request an extension to the programme that is in excess of the programme limit. This request will be made on the Variation Report and outline the rationale for the extension, amended work plan and goal statements.
- 5.3. Delivery of Services
- 5.3.1. The Supplier will deliver any Services in accordance with the Rehabilitation Plan approved by ACC.
 - 5.3.2. The Services provided must meet specific functional needs and outcomes for the Client and support the Client to achieve quality of life and community integration.
 - 5.3.3. The Supplier will ensure that outcomes will be measured using recognised objective clinical measures.
 - 5.3.4. The outcome measurement tools used, will be submitted on the template provided by ACC from time to time.
 - 5.3.5. The Services will be delivered, unless otherwise approved, in the following timeframes for:
 - 5.3.5.1. Non Serious Injury Clients, three months from the date of the referral.
 - 5.3.5.2. Long Term and Serious Injury Clients, six months from the date of the referral.
- 5.4. Method of Delivery
- 5.4.1. The primary method of delivery is face-to-face.
 - 5.4.2. Once a risk assessment is undertaken and it is deemed appropriate telehealth may be utilised to:
 - 5.4.2.1. Complete an initial consultation by the psychologist. A member of the multidisciplinary team may be physically present with the client if required.
 - 5.4.2.2. Provide on going therapy services where it will meet the Client's need.
 - 5.4.3. Where services are provided using telehealth Service Providers are required to comply with the current New Zealand telehealth guidelines, regulations and standards.

5.5. Reporting

5.5.1. Did not Attend (DNA) Reporting

5.5.1.1. The Supplier must inform the ACC Client Service Staff within one Business Day of the Client's non attendance and;

5.5.1.2. A DNA report must be submitted on the template specified by ACC from time to time. The DNA Report must be completed in accordance with the Guideline prescribed by ACC from time to time.

5.5.2. Progress Report (For Long Term and Serious Injury Clients Only)

5.5.2.1. For Long Term Clients a Progress Report must be completed periodically during the duration of the Service.

5.5.2.2. The Progress Report must be sent at agreed intervals of no more than two monthly. The Progress Report must be submitted within five Business Days of this date.

5.5.2.3. The purpose of the Progress Report is to provide the ACC Client Service Staff with accurate information on the current status, progress and the Services the Client is receiving. This progress report will include:

5.5.2.3.1. Notes on the progress toward each individual outcome as set out in the agreed Rehabilitation Plan;

5.5.2.3.2. Notes on the Client's progress of the steps/strategies within each Outcome, including measures and results to date; and

5.5.2.3.3. Any impact on support Services being received.

5.5.3. Variance Report

5.5.3.1. A Variance Report must be completed during the Service at any time that progress is not being achieved against the steps/strategies/measures outlined or if timeframes are not being met as outlined in the initial Rehabilitation Plan.

5.5.3.2. The Variance Report must be submitted on the template specified by ACC from time to time. The Variance Report must be completed in accordance with the Operational Guidelines.

5.5.4. Rehabilitation Completion Report

5.5.4.1. A Rehabilitation Completion Report must be completed at the end of the Services. The Report must be submitted within 10 Business Days of the completion of the Rehabilitation.

5.5.4.2. The purpose of the Rehabilitation Completion Report is to inform ACC of the achievement of the agreed Rehabilitation outcomes and goals as set out in the Rehabilitation Plan.

5.5.4.3. The Rehabilitation Completion Report is to be submitted on the template specified by ACC from time to time. The Rehabilitation Completion Report must be completed in accordance with the Operational Guidelines.

5.6. Liaison with Other Providers

5.6.1. Liaison should be appropriate and could include but is not limited to:

5.6.1.1. Case conference(s); and

5.6.1.2. Teleconference(s)

- 5.7. Case Conference:
- 5.7.1. Where the Key Worker and/or Attending Rehabilitation Professional considers that liaison in addition to expected liaison is required, the Key Worker and/or Attending Rehabilitation Professional may, subject to sub clause 5.7.2 liaise with ACC, the Client's General Practitioner and/or other providers e.g. rehabilitation, treatment, educational, vocational, including, when appropriate, co-ordinated case discussions on the care of the Client ("Case Conference");
 - 5.7.2. A Case Conference may be held if ACC has given its prior approval and must;
 - 5.7.2.1. Include all relevant service providers; and
 - 5.7.2.2. Discuss progress and address rehabilitation barriers and plan for ongoing management; and
 - 5.7.2.3. Not exceed one hour.
- 5.8. Relationship with Home and Community Support Services
- 5.8.1. The Supplier will have a demonstrated operational relationship with any Home and Community Support Services Suppliers providing home and community based support services to Clients who are receiving Training for Independence Services.
 - 5.8.2. The Supplier will follow the relationship protocol as described in the Operational Guidelines.

6. SERVICE EXIT

- 6.1. The service is complete for a Client when:
- 6.1.1. The Client's agreed goals are met and ACC is satisfied with the Rehabilitation Completion Report; or
 - 6.1.2. The Client has withdrawn from the Service; or
 - 6.1.3. ACC has withdrawn the Client from the Service; or
 - 6.1.4. The Supplier has withdrawn Services with ACC's approval: or
 - 6.1.5. All agreed Services have been delivered.
 - 6.1.6. The Supplier will provide copies of all information pertaining to the Client's Services to ACC on request.

7. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 7.1. Service Quality
- 7.1.1. The Supplier will perform the Services in accordance with the Training for Independence Services Operational Guidelines.
- 7.2. Staffing Requirements
- 7.2.1. All attending Rehabilitation Professionals providing Services must maintain registration with the appropriate responsible authority under the Health Practitioners Competency Assurance Act 2003.

7.3. The Supplier must establish and maintain an interdisciplinary team of staffing comprising:

- 7.3.1. Registered Psychologist; and
- 7.3.2. Registered Nurse; and
- 7.3.3. Occupational Therapist; and
- 7.3.4. Physiotherapist; and
- 7.3.5. Speech Language Therapist; and
- 7.3.6. Counsellor; and
- 7.3.7. Dietician; and
- 7.3.8. Social Worker.

Each member of the interdisciplinary team must meet the following requirements:

Table 1 – Provider Competencies and Qualifications

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist; ▪ Registered Nurse; ▪ Occupational Therapist; ▪ Physiotherapist; ▪ Speech Language Therapist; ▪ Counsellor; ▪ Dietician; ▪ Social Worker. 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors; or ▪ Membership with Aotearoa New Zealand Association of Social Workers (ANZASW) for Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Adults with Other Injuries conditions over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Adults with Other Injuries and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision of at least once a month and as required by

Staffing Type	Competencies/qualifications
	professional body and the HPCA Act

7.4. The Supplier may utilise Rehabilitation Professionals who do not meet the criteria in Part B, Clause 7.3, who will work under supervision from a Rehabilitation Professional who meets this criteria, provided that the Rehabilitation Professional being supervised meets the following criteria (as applicable for the rehabilitation professional):

Table 2 – Provider Competencies and Qualifications under Supervision

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist ▪ Registered Nurse ▪ Occupational Therapist ▪ Physiotherapist ▪ Speech Language Therapist ▪ Counsellor ▪ Dietician ▪ Social Worker 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors and Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Adults with Other Injuries, and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face supervision of at least once a month, provided by a rehabilitation professional that meets the requirements under Part B clause 7.2.2 and as required by the HPCA Act and professional body. <p>And be working towards:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Adults with Other Injuries conditions, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may

Staffing Type	Competencies/qualifications
	be gained concurrently).

7.5. Rehabilitation Coaches

7.5.1. Rehabilitation coaches may be used with prior approval from ACC if they can provide expertise aiding the Client’s rehabilitation provided the Services cannot be provided by a Rehabilitation Professional. A Rehabilitation Coach must:

- 7.5.1.1. Be an expert within their field and be required for a specified and agreed area of Client’s needs; or
- 7.5.1.2. Have experience in the relevant area required and agreed as a part of a Training for Independence Rehabilitation Plan; and
- 7.5.1.3. Have regular documented supervision from a Rehabilitation Professional; and
- 7.5.1.4. Undertake ongoing training in the area of expertise and/or rehabilitation; and
- 7.5.1.5. Hold and maintain professional body membership where such a body exists for the relevant profession.

7.6. Key Worker

7.6.1. For each Client receiving Training for Independence Services from two or more disciplines, the Supplier shall nominate one of the Attending Rehabilitation Professionals as the Key Worker. The Key Worker will work with the Client, family, their other supports including Support Workers, other Service Providers, ACC and team for the duration of the Training for Independence Programme. The Key Worker will act as the primary contact for the Client, family and ACC. Other primary responsibilities of the Key Worker are:

- 7.6.1.1. Liaison with ACC;
- 7.6.1.2. Coordination of Training for Independence Services provided to the Client;
- 7.6.1.3. Coordination of interdisciplinary team in setting goals and reporting on progress and milestones;
- 7.6.1.4. Ensuring that the Services provided to the Client comply with this Service Schedule and the Training for Independence Services Operational Guideline;
- 7.6.1.5. Any administrative matters that would normally be required when undertaking provision of the Services and which will allow the Supplier to monitor the quality of the Service provided;
- 7.6.1.6. Coordination of completion of the Training for Independence Rehabilitation Plan, Completion Report and any Progress and Variance Reports;
- 7.6.1.7. Ensuring timeframes are met and reports are completed accurately;
- 7.6.1.8. Monitoring Client satisfaction;
- 7.6.1.9. Managing relationships with other providers of services to the Client for consistency and efficacy of rehabilitation;
- 7.6.1.10. Notifying the Client’s ACC Client Service Staff within one Business Day of any non-attendance;
- 7.6.1.11. Making any phone calls, completing any administration tasks and non-Client contact tasks as required to ensure the Services are delivered successfully to the Client; and
- 7.6.1.12. Monitoring the Client and notifying ACC of any issues or concerns, and recommending other Services such as psychological Services or advocacy the Client may require.

7.7. Inter-disciplinary Team

- 7.7.1. The Supplier must ensure that the range of Rehabilitation Professionals, by discipline, is maintained during the Term as at the Start Date. Note that this does not require that the same person is required, but that a person with the same disciplines and vocational classification registration is engaged by the Supplier.
- 7.7.2. Significant changes to the range of Rehabilitation Professionals available may be considered a breach of this contract and ACC may terminate the term of this contract immediately, or issue the Supplier with a Notice of Breach in accordance with the Standard Terms and Conditions.

7.8. Service Timeframes/Timelines

- 7.8.1. The Supplier will meet the following timeframes in delivering the Services:

Table 3 – Timeframes

Requirement	Applicable Timeframe
Notify ACC that they accept or decline a referral	Within three Business Days of receiving the Referral
Make contact with Client	Within three Business Days of accepting the Referral
Meet with the Client	Within three business days of contacting the Client
Complete and submit a Rehabilitation Plan to ACC	Within 10 Business Days of meeting with the Client
Notify ACC when a Client does not attend appointment	Within one Business Day of any non-attendance
Deliver Services	Within a period of: up to three months from the date of acceptance of referral for non Serious Injury Clients up to six months from the date of acceptance of referral for Long Term Clients
Progress Report for Long Term Clients	At mid point of service delivery and within five Business Days of agreed date
Submit Variance Report	When variation occurs
Submit Completion Report	Within 10 days of completing the Service

- 7.9. If the supplier is unable to meet the timeframes outlined above, the Supplier will contact ACC to negotiate an alternative timeframe.

8. EXCLUSIONS

- 8.1. The following Services are excluded from Training for Independence Services:
- 8.1.1. Single discipline Psychological Services;
 - 8.1.2. Single discipline Counselling services;
 - 8.1.3. Vocational Rehabilitation Services;
 - 8.1.4. Recreation activities;
 - 8.1.5. Treatment Services;
 - 8.1.6. Advocacy on behalf of clients for or with any agency;
 - 8.1.7. Membership fees for any club or organisation including Gym Memberships;
 - 8.1.8. Any Services for a Client who does not meet the relevant eligibility criteria;
 - 8.1.9. Social Rehabilitation Assessments;
 - 8.1.10. Pain Management Assessments and Services;
 - 8.1.11. Provision of Home and Community Support Services;
 - 8.1.12. Supported Living;
 - 8.1.13. Supported Employment;
 - 8.1.14. Maximum Abilities Group Programme / Supported Activities;
 - 8.1.15. Assessment of treatment needs;
 - 8.1.16. ACC funded rehabilitation in a residential rehabilitation facility.

9. LINKAGES

- 9.1. The supplier will provide all necessary, appropriate and reasonable cooperation and assistance to ACC and related service providers.
- 9.2. The Supplier will demonstrate maintenance of effective links and operating relationships with:
- 9.2.1. ACC;
 - 9.2.2. The Clients family/whanau and care/support team as appropriate;
 - 9.2.3. Providers of other services to the Client including Supported Employment, Supported Living and General Practitioner where necessary;
 - 9.2.4. Community organisations involved with the Client;
 - 9.2.5. Educational institutions and organisations.
- 9.3. The Supplier will ensure that linkages are maintained with the required services to ensure that Clients experience seamless transitions between related services and concurrent services are appropriately co-ordinated to achieve required outcomes, such as:
- 9.3.1. Drug & Alcohol services;
 - 9.3.2. Mental health services;
 - 9.3.3. Education sector;
 - 9.3.4. Maori health providers;
 - 9.3.5. Other appropriate ethnic and cultural groups;
 - 9.3.6. Government departments and agencies such as Police, Work and Income, Ministry of Social Development, Housing NZ, Ministry of Health, Ministry of Justice;
 - 9.3.7. Disability consumer groups such as the Brain Injury Association of New Zealand (BIANZ);
 - 9.3.8. Community based rehabilitation providers e.g. Stay at Work, Training for Independence Services.

10. PERFORMANCE REQUIREMENTS

10.1. The Supplier's performance will be measured on the relevant performance requirements outlined in the Training for Independence Operational Guidelines below:

10.1.1. The Supplier will meet all performance targets as set out in the objectives in Part B, Clause 2.1 of this service schedule.

10.2. The performance requirements for the Services as outlined in the service monitoring plan are:

10.2.1. Clients receive the Services within the timeframes as set;

10.2.2. Reduction of a Client's need for further rehabilitation and other ACC funded Services such as Home and Community Support Services;

10.2.3. Prevention of secondary injury as can be determined from reports on any preventable injuries or deterioration such as pressure areas or other secondary injury;

10.2.4. Clients' goals are met as measured by standardised tools determined by ACC from time to time such as AusTOMs;

10.2.5. Reasonable costs that are comparable to costs for similar Client groups when provided by other Suppliers and as measured by ACC;

10.2.6. Clients are able to access cultural support when they need it as measured through quarterly monitoring reports and Client satisfaction surveys (completed and submitted to ACC by the Supplier at least once per year) or ad hoc feedback;

10.2.7. Clients are satisfied with the service that they have received from the Supplier as evidenced by Satisfaction Surveys carried out by the Supplier at least once every year or on a more regular basis as determined by ACC from time to time.

10.3. Results Based Accountability

10.3.1. We agree to mutually develop a set of Performance Measures that will align with a Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent initial key service areas that ACC and the Supplier will monitor to help assess service delivery. It is anticipated the Performance Measures will evolve over time to reflect our collective priorities.

Table 4 – Performance Measures

RBA	Performance Area	Performance Measure	Target	Report
How Well	Service Delivery	Clients rehabilitation programme completed are within the initial plan.	85%	1 & 2
		No further TI or community rehabilitation services within six months for the same claim.	85%	1
		Services completed within contractual timelines.	95%	1 & 2
		Clients sustaining, preventable injuries or deterioration during the rehabilitation programme.	2%	2
	Service Delivery Cost	The average/median cost per claim will reflect the service average/median	85%	2
Better Off	2.1.1	Client with an increase in	98%	2

RBA	Performance Area	Performance Measure	Target	Report
		function		
	2.1.3	Client satisfaction with the Supplier	95%	3

11. REPORTING REQUIREMENTS

- 11.1. The performance monitoring process is described in detail in the Training for Independence Operational Guidelines.
- 11.2. This Service Schedule requires the Supplier and the Services provided to be measured against a number of contract reporting and monitoring measures. The purpose is to monitor progress and quality of Service delivery under this Agreement by the comparison against expected performance.
- 11.3. The following reports will be provided:

Table 5 – Performance Reporting (Data Sources)

Report Type	No.	Description	Provided By	Frequency
ACC Service Outcome and Performance Report	1	Extract from the ACC payments system summarised to measure outcome and performance.	ACC	Twice a year
Client level Discharge Report (<i>clause 11.3</i>)	2	MS Excel spread sheet template specified the minimum content.	Supplier	Annual
Supplier Service Report	3	Word document with ACC having specified the minimum content.	Supplier	Annual

- 11.4. The Supplier will submit client level discharge data to ACC every six months via an electronic MS Excel spread sheet in the reporting template provided and in accordance with the following schedule:

Table 6 – Service Reporting and Performance Timeframes

Period Start	Period Finish	Data Submitted by	Summarised By
1 July	31 December	31 January	ACC will produce summarised reports when the data is sufficient for robust statistical analysis
1 January	30 June	31 July	

- 11.5. ACC will issue Suppliers with an electronic template for the collection of Client data.
- 11.6. ACC will analyse the data provided by the Supplier and compare this with information submitted by all contracted Suppliers for this Service.
- 11.7. ACC will distribute a report at least annually that summarises and compares Supplier results in an anonymised form.
- 11.8. The Supplier must submit a six-monthly service report that accurately reflects the Services provided to enable robust measurement of performance against these requirements. The Supplier must use the template provided by ACC.

11.9. Additional ad hoc reporting may be reasonably requested by ACC.

12. DEFINITIONS AND INTERPRETATION

12.1. In this Service Schedule, unless the context otherwise requires:

“Attending Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is providing Services to an ACC Client either as a single discipline or as part of a multi-disciplinary team;

“ACC Client Services Staff” means the Case Manager, Support Coordinator, or Service Coordinator engaged by ACC to manage the claim for the Client for the purposes of the AC Act or the person who from time to time is the claims manager in relation to the Client’s entitlements and may also include other authorised ACC personnel;

“Client Level Discharge Report” means an Excel Spreadsheet provided by ACC that collects individual client data relating to performance and outcome results that is used to determine Supplier Performance. It is a Service or System Report as it presents information about many Clients;

“Functional” means the capacity to function or being able to perform all body functions, activities and participation;

“Geographical Location” means Statistics New Zealand defined Territorial Authority (TLA);

“Operational Guidelines” is the document produced by ACC from time-to-time to reflect the processes and procedures that should be followed in support of this Service;

“Independence” in relation to social rehabilitation, includes the capacity to function in the following areas:

- (a) Communication
- (b) Domestic activities
- (c) Educational participation
- (d) Financial management
- (e) Healthcare
- (f) Hygiene care
- (g) Mobility
- (h) Motivation
- (i) Safety management
- (j) Sexuality
- (k) Cognitive tasks of daily living, such as orientation, planning and task completion
- (l) Use of transport

“Interdisciplinary Team” means a team consisting of practitioners from different professions who share common client goals and have responsibility for complementary tasks;

“Key Worker” means a Rehabilitation Professional who meets the required criteria who will work with the Client, family, other service Providers, ACC and team for the duration of the Training for Independence Services programme in accordance with this Service Schedule;

“Long Term Client” means a Client who as a result of their covered injury, have a significant impairment or disability and require substantial support;

“MRES” means Managed Rehabilitation Equipment Service. This is a separate ACC contract for the provision and management of rehabilitation equipment;

“Rehabilitation” means a process of active change and support with the goal of restoring, to the extent provided under section 70, a Client’s health, independence, and participation; and comprises treatment, social rehabilitation, and vocational rehabilitation (Section 6, AC Act);

“Rehabilitation Coach” means a person who meets the criteria set out in Part B, clause 7.5 of this Service Schedule;

“Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is registered with ACC under an appropriate vocational classification;

“Serious Injury Client” means a Client of ACC’s Serious Injury Service. Entry into the Serious Injury Service is based on specific criteria, ie a spinal cord injury with associated ASIA score for spinal cord injured Clients, and clinical scores confirming severity of injury for Clients with a Adults with a Traumatic Brain Injury, or Clients with a comparable diagnosis;

“Service Commencement” is when the Supplier commences to provide Services to a particular Client under their contract with ACC, according to the criteria outlined in the contract;

“Supervision” is when a rehabilitation professional or practitioner meets regularly with another professional, not necessarily more senior, but normally with training in the skills of supervision, to discuss casework and other professional issues in a structured way. The purpose is to assist the practitioner to learn from his or her experience and progress in expertise, as well as to ensure good service to the Client or patient;

“Support Worker” means a Service Provider under Home Based Rehabilitation Services who is completing service items relating to attendant care or support for Client training Rehabilitation for Training for Independence Services;

“Vocational Rehabilitation” means providing rehabilitation Services to help a Client to, as appropriate, maintain or obtain employment or regain or acquire vocational independence, and includes the provision of activities for the purpose of maintaining or obtaining employment that is suitable for the Client and appropriate for their levels of training and experience;

“Variance Report” means a report submitted to ACC by the Supplier when variation occurs detailing; the specific outcome and steps/strategies where progress is not being made, reasons for the lack of progress or variance, actions being taken or to be taken to resolve the variance, and implications of the variance.

**SERVICE SCHEDULE FOR TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH TRAUMATIC BRAIN INJURY
CONTRACT NO:**

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH TRAUMATIC BRAIN INJURY

The Term for the provision of Training for Independence Services for Adults with Traumatic Brain injury is the period from 1 July 2015 (“Commencement Date”) until the close of 30 June 2018 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. SPECIFIED AREA AND SERVICE LOCATION

XXX

3. SERVICE ITEMS AND PRICES

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI01B	Rehabilitation Professional Planning	Planning to a maximum of two hours for each Rehabilitation Professional in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI31B	Psychologist Planning	Planning up to a maximum of two hours for Psychologist in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI02B	Planning Period – Rehabilitation professional (for Long Term and Serious Injury Clients only)	Alternative Planning Sessions for moderate to serious Brain Injury when directed by ACC in accordance with Part B, Clause 5.2.5 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI32B	Planning Period - Psychologist only (For Long Term and Serious Injury Clients only)	Alternative planning sessions for moderate to serious Brain Injury when directed by ACC in accordance with Part B, Clause 5.2.5 of this Service Schedule. This is for time spent in Client contact only.	\$154.33	Per hour
TI03B	Rehabilitation Plan	Time spent writing the Rehabilitation Plan in accordance with Part B, clause 5.2.2 of this Service Schedule.	\$109.67	Per hour
TI11B	Delivering Rehabilitation (<i>other than psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI12B	Delivering Rehabilitation (<i>Registered Psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI13B	Delivering Rehabilitation (<i>Rehabilitation Coach</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$54.84	Per hour
TI14B	Key Worker	Key Worker Set Monthly Fee. in accordance with Part B, clause 5.2.1 this Service Schedule. This can only be paid where two or more disciplines are working with the Client.	\$329.67	Per month
TI04B	Progress Report (<i>Long term Clients only</i>)	The completion of the Progress Report for Clients with long term needs in accordance with Part B, clause 5.5.2 of this Service Schedule. This is for time spent writing the Progress Report only.	\$109.67	Per hour
TI21B	Completion Report	Completion of a Rehabilitation Completion Report in accordance with Part B, clause 5.5.4 of this Service Schedule. This is for time spent writing the Completion Report only.	\$109.67	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI22B	Case Conference <i>(Rehabilitation Professional)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$109.67	Per hour
TI33B	Case Conference <i>(Psychologist)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$154.33	Per hour
TIDNB	Non-Attendance Fee	When a Client fails to attend a scheduled appointment without giving at least 24 hours prior notification a non-attendance fee can be paid. A DNA report must be provided. A maximum of three non-attendance fees can be paid per Client with a maximum of 2 hours per non-attendance in accordance with Part B, clause 5.5.1 of this Service Schedule.	40% (onsite) or 60% (offsite)	Per hour (as a proportion of the applicable fee)
TITD10	Travel Distance	A contribution towards travel: <ul style="list-style-type: none"> for return travel via the most direct, practicable route; and where the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.62	Per km

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITT5	Travel Time - first hour	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and • the distance the Service Provider travels exceeds 20km return; and/or • the time the Service Provider travels exceeds 30 minutes <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC). Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	50% of the contracted hourly rate	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITT1	Travel time - subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under TITT5, where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and • additional travel time is required after the first hour of travel <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC). Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	100% of the contracted hourly rate	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIT6	Other travel	<p>Costs for return travel by ferry, taxi, rental car, public transport and parking when :</p> <ul style="list-style-type: none"> • return travel is via the most direct, practicable route; and • the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip
TITA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> • requested by ACC to travel to an outlying area that is not the Service Provider’s usual area of residence or practice to deliver Services; and • air travel is necessary and has been approved by ACC <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIAC	Accommodation	<p>Payable when an Assessor has been requested by ACC to conduct a clinic in an outlying area that is not the Assessor's usual area of residence or practice and overnight accommodation is necessary. ACC will pay actual and reasonable accommodation costs of up to a maximum of \$225.00 plus GST per day with prior ACC Coordinator approval and receipts provided.</p> <p>Hotels – Maximum of \$150.00 + GST per night.</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$75.00 + GST per 24 hour period where overnight stay is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	Actual and reasonable cost	Per night

Price Review

ACC will review pricing when, at ACC's sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs
- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

4. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Case Owner	Individual staff or operational contact	As required
Branch	Branch Manager	Operational contact	As required
Region	Designated Supplier Manager	Operational contact	As required
Account Management	Category Advisor Category Manager	Operational & Contract Management	As required

Level	ACC	Supplier	Frequency
		Contract/Strategic Management	

5. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2)

NOTICES FOR ACC TO:

ACC Health Procurement (for delivery)
Justice Centre
19 Aitken Street
Wellington 6011
ACC Health Procurement (for mail)
P O Box 242
Wellington 6140
Marked: "Attention: Procurement Specialist"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (for deliveries)
(insert postal address including postcode) (for mail)
Marked: "Attention (contact person)"
Phone:
Mobile:
Fax:
Email:

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B. SERVICE SPECIFICATIONS FOR TRAINING FOR INDEPENDENCE SERVICES FOR ADULTS WITH TRAUMATIC BRAIN INJURY

1. PURPOSE

- 1.1. ACC wishes to purchase Training for Independence Services for Adults with Traumatic Brain injury that will provide education, support, training and rehabilitation to Clients in their own home, community or their work place for the purpose of restoring the Client's independence and ability to participate in their wider community to the maximum extent practicable whilst reducing their likely need for further rehabilitation.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this Service based on the following objectives:
 - 2.1.1. Clients gain skills and knowledge that are durable, sustainable and that measurably increase the Client's function.
 - 2.1.2. Clients will have a reduction in their need for further rehabilitation and other ACC support services.
 - 2.1.3. Clients will not sustain injuries or deterioration such as pressure injuries or other secondary injury caused by preventable means during the period of Service.

3. SERVICE LOCATION (PART A, CLAUSE 2)

- 3.1. The Services will be provided in the most appropriate setting for the Client e.g. Client's home, work and /or other community locations.
- 3.2. The Supplier may provide Services where the Client is in a residential facility that is their long term or permanent place of residence and where rehabilitation services are not available.
- 3.3. The Supplier will provide the Services from the Service Provider base and to Clients resident in the geographical area(s) specified in Part A, clause 2.
- 3.4. The Supplier may provide Services to the Client remotely using telehealth services.

4. SERVICE COMMENCEMENT

- 4.1. Eligibility Criteria
 - 4.1.1. A person is eligible to receive the Service when they have:
 - 4.1.1.1. A need for and could benefit from a rehabilitation programme tailored to their assessed needs; and have.
 - 4.1.1.2. been referred by ACC Client Service Staff in accordance with this Service Schedule.

4.2. Referral Process

- 4.2.1. When referring a Client for Training for Independence Services, ACC Client Service Staff will send a written referral to the Supplier, on the referral form supplied by ACC from time to time.
- 4.2.2. On receipt of the referral, the Supplier will:
 - 4.2.2.1. Confirm that the referral contains adequate information in order to proceed to provide Services;
 - 4.2.2.2. Confirm that they have the capacity to accept the referral;
 - 4.2.2.3. Return any referral that is inappropriate or inadequate or which they do not hold a contract for;
 - 4.2.2.4. Notify ACC that the referral has been accepted or declined by email within three Business Days of the referral being received.

5. SERVICE REQUIREMENTS

5.1. Operational Guidelines

- 5.1.1. The Supplier will provide Services in accordance with the Training for Independence Operational Guidelines available on ACC's website as amended by ACC from time to time. If ACC proposes to make substantial amendments to the Operational Guidelines, ACC will first consult the Supplier.
- 5.1.2. If there is an inconsistency or conflict between the Operational Guidelines and this Service Schedule, the provisions of this Service Schedule will take precedence.

5.2. Service Planning

- 5.2.1. Once a referral is accepted:
 - 5.2.1.1. The Supplier will determine the appropriate rehabilitation professional(s) to provide Services to the Client;
 - 5.2.1.2. The Supplier will make contact with the Client within three Business Days of accepting the referral to build the relationship for supporting the Client's transition;
 - 5.2.1.3. The Key Worker / Attending Rehabilitation Professional will then set up Planning Sessions, as required, and meet with the Client within three Business Days of contacting the Client;
 - 5.2.1.4. Planning Sessions will be a maximum of two hours for each discipline on the team working with the Client. Only the time required to achieve the purpose of the Planning Sessions may be used. The purpose of the Planning Sessions is to allow the Service Provider who will be working with the Client to;
 - 5.2.1.5. Meet the Client, their family/whanau and carers as required;
 - 5.2.1.6. Develop the Rehabilitation Plan on the template specified by ACC from time to time and;
 - 5.2.1.7. Set baselines to allow for measurement of the Client's progress towards milestones.
 - 5.2.1.8. The Supplier may visit the inpatient setting for the purposes of planning and coordinating the transition of the Client from inpatient to the community, where practicable.
 - 5.2.1.9. The Key Worker or Attending Rehabilitation Professional must co-ordinate completion of the Rehabilitation Plan and submit this plan to ACC as soon as practicable, and within 10 business days of meeting with the Client.

- 5.2.2. For all Clients the Rehabilitation Plan will include:
 - 5.2.2.1. Details of the Client's current situation;
 - 5.2.2.2. The Client's objectives, goals and activities that are important for them to maintain;
 - 5.2.2.3. The outcomes to be achieved;
 - 5.2.2.4. Measures for each outcome stated in the referral;
 - 5.2.2.5. Details of the overall pathway, timeframes and milestones and nature of rehabilitation Services the Client will receive.
 - 5.2.2.6. Where the TI Assessor identifies a need for MRES Simple List Equipment, they must provide sufficient rationale to support the injury related need. All MRES Simple List Equipment should be ordered by ACC Client Services Staff.
 - 5.2.2.7. Where it is identified that the Client may require MRES Standard, Complex or Non-list equipment, a single Discipline Assessment is required.
 - 5.2.2.8. An outline of the method of delivery such as face to face or via telehealth.
 - 5.2.3. Once ACC receives the Rehabilitation Plan, ACC will provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information. If ACC requests additional information, the Supplier must submit this to ACC within three Business Days, and ACC will then provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information.
 - 5.2.4. The Supplier may, once the rehabilitation is underway, request an extension to the programme that is in excess of the programme limit. This request will be made on the Variation Report and outline the rationale for the extension, amended work plan and goal statements.
 - 5.2.5. For Clients of the National Serious Injury Service, the Supplier can provide alternative Planning Sessions when agreed to by ACC. ACC will pay for up to a maximum total number of hours of three times the number of involved Rehabilitation Professionals and/or Psychologist, and these hours can be used at the Key Worker's discretion.
- 5.3. Delivery of Services
- 5.3.1. The Supplier will deliver any Services in accordance with the Rehabilitation Plan approved by ACC.
 - 5.3.2. The Services provided must meet specific functional needs and outcomes for the Client and support the Client to achieve quality of life and community integration.
 - 5.3.3. The Supplier will ensure that outcomes will be measured using recognised objective clinical measures.
 - 5.3.4. The outcome measurement tools used, will be submitted on the template provided by ACC from time to time.
 - 5.3.5. The Services will be delivered, unless otherwise approved, in the following timeframes for:
 - 5.3.5.1. Non Serious Injury Clients, three months from the date of the referral.
 - 5.3.5.2. Long Term and Serious Injury Clients, six months from the date of the referral.
- 5.4. Method of Delivery
- 5.4.1. The primary method of delivery is face-to-face.
 - 5.4.2. Once a risk assessment is undertaken and it is deemed appropriate telehealth may be utilised to:

- 5.4.2.1. Complete an initial consultation by the psychologist. A member of the multidisciplinary team may be physically present with the client if required.
- 5.4.2.2. Provide on going therapy services where it will meet the Client's need.
- 5.4.3. Where services are provided using telehealth Service Providers are required to comply with the current New Zealand telehealth guidelines, regulations and standards.

5.5. Reporting

- 5.5.1. Did not Attend (DNA) Reporting
 - 5.5.1.1. The Supplier must inform the ACC Client Service Staff within one Business Day of the Client's non attendance and;
 - 5.5.1.2. A DNA report must be submitted on the template specified by ACC from time to time. The DNA Report must be completed in accordance with the Guideline prescribed by ACC from time to time.
- 5.5.2. Progress Report (For Long Term and Serious Injury Clients Only)
 - 5.5.2.1. For Long Term Clients a Progress Report must be completed periodically during the duration of the Service.
 - 5.5.2.2. The Progress Report must be sent at agreed intervals of no more than two monthly. The Progress Report must be submitted within five Business Days of this date.
 - 5.5.2.3. The purpose of the Progress Report is to provide the ACC Client Service Staff with accurate information on the current status, progress and the Services the Client is receiving. This progress report will include:
 - 5.5.2.3.1. Notes on the progress toward each individual outcome as set out in the agreed Rehabilitation Plan;
 - 5.5.2.3.2. Notes on the Client's progress of the steps/strategies within each Outcome, including measures and results to date; and
 - 5.5.2.3.3. Any impact on support Services being received.
- 5.5.3. Variance Report
 - 5.5.3.1. A Variance Report must be completed during the Service at any time that progress is not being achieved against the steps/strategies/measures outlined or if timeframes are not being met as outlined in the initial Rehabilitation Plan.
 - 5.5.3.2. The Variance Report must be submitted on the template specified by ACC from time to time. The Variance Report must be completed in accordance with the Operational Guidelines.
- 5.5.4. Rehabilitation Completion Report
 - 5.5.4.1. A Rehabilitation Completion Report must be completed at the end of the Services. The Report must be submitted within 10 Business Days of the completion of the Rehabilitation.
 - 5.5.4.2. The purpose of the Rehabilitation Completion Report is to inform ACC of the achievement of the agreed Rehabilitation outcomes and goals as set out in the Rehabilitation Plan.
 - 5.5.4.3. The Rehabilitation Completion Report is to be submitted on the template specified by ACC from time to time. The Rehabilitation Completion Report must be completed in accordance with the Operational Guidelines.

5.6. Liaison with Other Providers

- 5.6.1. Liaison should be appropriate and could include but is not limited to:
 - 5.6.1.1. Case conference(s); and
 - 5.6.1.2. Teleconference(s)

Case Conference:

- 5.6.2. Where the Key Worker and/or Attending Rehabilitation Professional considers that liaison in addition to expected liaison is required, the Key Worker and/or Attending Rehabilitation Professional may, subject to sub clause 5.7.2 liaise with ACC, the Client's General Practitioner and/or other providers e.g. rehabilitation, treatment, educational, vocational, including, when appropriate, co-ordinated case discussions on the care of the Client ("Case Conference");
- 5.6.3. A Case Conference may be held if ACC has given its prior approval and must;
 - 5.6.3.1. Include all relevant service providers; and
 - 5.6.3.2. Discuss progress and address rehabilitation barriers and plan for ongoing management; and
 - 5.6.3.3. Not exceed one hour.

5.7. Relationship with Home and Community Support Services

- 5.7.1. The Supplier will have a demonstrated operational relationship with any Home and Community Support Services Suppliers providing home and community based support services to Clients who are receiving Training for Independence Services.
- 5.7.2. The Supplier will follow the relationship protocol as described in the Operational Guidelines.

6. SERVICE EXIT

- 6.1. The service is complete for a Client when:
 - 6.1.1. The Client's agreed goals are met and ACC is satisfied with the Rehabilitation Completion Report; or
 - 6.1.2. The Client has withdrawn from the Service; or
 - 6.1.3. ACC has withdrawn the Client from the Service; or
 - 6.1.4. The Supplier has withdrawn Services with ACC's approval: or
 - 6.1.5. All agreed Services have been delivered.
 - 6.1.6. The Supplier will provide copies of all information pertaining to the Client's Services to ACC on request.

7. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 7.1. Service Quality
 - 7.1.1. The Supplier will perform the Services in accordance with the Training for Independence Services Operational Guidelines.
- 7.2. Staffing Requirements
 - 7.2.1. All attending Rehabilitation Professionals providing Services must maintain registration with the appropriate responsible authority under the Health Practitioners Competency Assurance Act 2003.

7.3. The Supplier must establish and maintain an interdisciplinary team of staffing comprising:

- 7.3.1. Registered Psychologist; and
- 7.3.2. Registered Nurse; and
- 7.3.3. Occupational Therapist; and
- 7.3.4. Physiotherapist; and
- 7.3.5. Speech Language Therapist; and
- 7.3.6. Counsellor; and
- 7.3.7. Dietician; and
- 7.3.8. Social Worker.

Each member of the interdisciplinary team must meet the following requirements:

Table 1 – Provider Competencies and Qualifications

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist; ▪ Registered Nurse; ▪ Occupational Therapist; ▪ Physiotherapist; ▪ Speech Language Therapist; ▪ Counsellor; ▪ Dietician; ▪ Social Worker. 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors; or ▪ Membership with Aotearoa New Zealand Association of Social Workers (ANZASW) for Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Adults with Traumatic Brain injury conditions over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Adults with Traumatic Brain injury and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision of at least once a month and as required by

Staffing Type	Competencies/qualifications
	professional body and the HPCA Act

- 7.4. The Supplier may utilise Rehabilitation Professionals who do not meet the criteria in Part B, Clause 7.3, who will work under supervision from a Rehabilitation Professional who meets this criteria, provided that the Rehabilitation Professional being supervised meets the following criteria (as applicable for the rehabilitation professional):

Table 2 – Provider Competencies and Qualifications under Supervision

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist ▪ Registered Nurse ▪ Occupational Therapist ▪ Physiotherapist ▪ Speech Language Therapist ▪ Counsellor ▪ Dietician ▪ Social Worker 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors and Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Adults with Traumatic Brain injury, and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face supervision of at least once a month, provided by a rehabilitation professional that meets the requirements under Part B clause 7.2.2 and as required by the HPCA Act and professional body. <p>And be working towards:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Adults with Traumatic Brain injury conditions, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a

Staffing Type	Competencies/qualifications
	full time caseload (this expertise may be gained concurrently).

7.5. Rehabilitation Coaches

7.5.1. Rehabilitation coaches may be used with prior approval from ACC if they can provide expertise aiding the Client’s rehabilitation provided the Services cannot be provided by a Rehabilitation Professional. A Rehabilitation Coach must:

- 7.5.1.1. Be an expert within their field and be required for a specified and agreed area of Client’s needs; or
- 7.5.1.2. Have experience in the relevant area required and agreed as a part of a Training for Independence Rehabilitation Plan; and
- 7.5.1.3. Have regular documented supervision from a Rehabilitation Professional; and
- 7.5.1.4. Undertake ongoing training in the area of expertise and/or rehabilitation; and
- 7.5.1.5. Hold and maintain professional body membership where such a body exists for the relevant profession.

7.6. Key Worker

7.6.1. For each Client receiving Training for Independence Services from two or more disciplines, the Supplier shall nominate one of the Attending Rehabilitation Professionals as the Key Worker. The Key Worker will work with the Client, family, their other supports including Support Workers, other Service Providers, ACC and team for the duration of the Training for Independence Programme. The Key Worker will act as the primary contact for the Client, family and ACC. Other primary responsibilities of the Key Worker are:

- 7.6.1.1. Liaison with ACC;
- 7.6.1.2. Coordination of Training for Independence Services provided to the Client;
- 7.6.1.3. Coordination of interdisciplinary team in setting goals and reporting on progress and milestones;
- 7.6.1.4. Ensuring that the Services provided to the Client comply with this Service Schedule and the Training for Independence Services Operational Guideline;
- 7.6.1.5. Any administrative matters that would normally be required when undertaking provision of the Services and which will allow the Supplier to monitor the quality of the Service provided;
- 7.6.1.6. Coordination of completion of the Training for Independence Rehabilitation Plan, Completion Report and any Progress and Variance Reports;
- 7.6.1.7. Ensuring timeframes are met and reports are completed accurately;
- 7.6.1.8. Monitoring Client satisfaction;
- 7.6.1.9. Managing relationships with other providers of services to the Client for consistency and efficacy of rehabilitation;
- 7.6.1.10. Notifying the Client’s ACC Client Service Staff within one Business Day of any non-attendance;
- 7.6.1.11. Making any phone calls, completing any administration tasks and non-Client contact tasks as required to ensure the Services are delivered successfully to the Client; and
- 7.6.1.12. Monitoring the Client and notifying ACC of any issues or concerns, and recommending other Services such as psychological Services or advocacy the Client may require.

7.7. Inter-disciplinary Team

7.7.1. The Supplier must ensure that the range of Rehabilitation Professionals, by discipline, is maintained during the Term as at the Start Date. Note that this does not require that the same person is required, but that a person with the same disciplines and vocational classification registration is engaged by the Supplier.

7.7.2. Significant changes to the range of Rehabilitation Professionals available may be considered a breach of this contract and ACC may terminate the term of this contract immediately, or issue the Supplier with a Notice of Breach in accordance with the Standard Terms and Conditions.

7.8. Service Timeframes/Timelines

7.8.1. The Supplier will meet the following timeframes in delivering the Services:

Table 3 – Timeframes

Requirement	Applicable Timeframe
Notify ACC that they accept or decline a referral	Within three Business Days of receiving the Referral
Make contact with Client	Within three Business Days of accepting the Referral
Meet with the Client	Within three business days of contacting the Client
Complete and submit a Rehabilitation Plan to ACC	Within 10 Business Days of meeting with the Client
Notify ACC when a Client does not attend appointment	Within one Business Day of any non-attendance
Deliver Services	Within a period of: up to three months from the date of acceptance of referral for non Serious Injury Clients up to six months from the date of acceptance of referral for Long Term Clients
Progress Report for Long Terms Clients	At mid point of service delivery and within five Business Days of agreed date
Submit Variance Report	When variation occurs
Submit Completion Report	Within 10 days of completing the Service

7.9. If the supplier is unable to meet the timeframes outlined above, the Supplier will contact ACC to negotiate an alternative timeframe.

8. EXCLUSIONS

- 8.1. The following Services are excluded from Training for Independence Services:
- 8.1.1. Single discipline Psychological Services;
 - 8.1.2. Single discipline Counselling services;
 - 8.1.3. Vocational Rehabilitation Services;
 - 8.1.4. Recreation activities;
 - 8.1.5. Treatment Services;
 - 8.1.6. Advocacy on behalf of clients for or with any agency;
 - 8.1.7. Membership fees for any club or organisation including Gym Memberships;
 - 8.1.8. Any Services for a Client who does not meet the relevant eligibility criteria;
 - 8.1.9. Social Rehabilitation Assessments;
 - 8.1.10. Pain Management Assessments and Services;
 - 8.1.11. Provision of Home and Community Support Services;
 - 8.1.12. Supported Living;
 - 8.1.13. Supported Employment;
 - 8.1.14. Maximum Abilities Group Programme / Supported Activities;
 - 8.1.15. Assessment of treatment needs;
 - 8.1.16. ACC funded rehabilitation in a residential rehabilitation facility.

9. LINKAGES

- 9.1. The supplier will provide all necessary, appropriate and reasonable cooperation and assistance to ACC and related service providers.
- 9.2. The Supplier will demonstrate maintenance of effective links and operating relationships with:
- 9.2.1. ACC;
 - 9.2.2. The Clients family/whanau and care/support team as appropriate;
 - 9.2.3. Providers of other services to the Client including Supported Employment, Supported Living and General Practitioner where necessary;
 - 9.2.4. Community organisations involved with the Client;
 - 9.2.5. Educational institutions and organisations.
- 9.3. The Supplier will ensure that linkages are maintained with the required services to ensure that Clients experience seamless transitions between related services and concurrent services are appropriately co-ordinated to achieve required outcomes, such as:
- 9.3.1. Drug & Alcohol services;
 - 9.3.2. Mental health services;
 - 9.3.3. Education sector;
 - 9.3.4. Maori health providers;
 - 9.3.5. Other appropriate ethnic and cultural groups;
 - 9.3.6. Government departments and agencies such as Police, Work and Income, Ministry of Social Development, Housing NZ, Ministry of Health, Ministry of Justice;
 - 9.3.7. Disability consumer groups such as the Brain Injury Association of New Zealand (BIANZ);
 - 9.3.8. Community based rehabilitation providers e.g. Stay at Work, Training for Independence Services.

10. PERFORMANCE REQUIREMENTS

- 10.1. The Supplier's performance will be measured on the relevant performance requirements outlined in the Training for Independence Operational Guidelines below:
- 10.1.1. The Supplier will meet all performance targets as set out in the objectives in Part B, Clause 2.1 of this service schedule.
- 10.2. The performance requirements for the Services as outlined in the service monitoring plan are:
- 10.2.1. Clients receive the Services within the timeframes as set;
- 10.2.2. Reduction of a Client's need for further rehabilitation and other ACC funded Services such as Home and Community Support Services;
- 10.2.3. Prevention of secondary injury as can be determined from reports on any preventable injuries or deterioration such as pressure areas or other secondary injury;
- 10.2.4. Clients' goals are met as measured by standardised tools determined by ACC from time to time such as AusTOMs;
- 10.2.5. Reasonable costs that are comparable to costs for similar Client groups when provided by other Suppliers and as measured by ACC;
- 10.2.6. Clients are able to access cultural support when they need it as measured through quarterly monitoring reports and Client satisfaction surveys (completed and submitted to ACC by the Supplier at least once per year) or ad hoc feedback;
- 10.2.7. Clients are satisfied with the service that they have received from the Supplier as evidenced by Satisfaction Surveys carried out by the Supplier at least once every year or on a more regular basis as determined by ACC from time to time.
- 10.3. Results Based Accountability
- 10.3.1. We agree to mutually develop a set of Performance Measures that will align with a Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent initial key service areas that ACC and the Supplier will monitor to help assess service delivery. It is anticipated the Performance Measures will evolve over time to reflect our collective priorities.

Table 4 – Performance Measures

RBA	Performance Area	Performance Measure	Target	Report
How Well	Service Delivery	Clients rehabilitation programme completed are within the initial plan.	85%	1 & 2
		No further TI or community rehabilitation services within six months for the same claim.	85%	1
		Services completed within contractual timelines.	95%	1 & 2
		Clients sustaining preventative injuries or deterioration during the rehabilitation programme.	2%	2
	Service Delivery Cost	The average/median cost per claim will reflect the service average/median	85%	2

RBA	Performance Area	Performance Measure	Target	Report
Better Off	2.1.1	Client with an increase in function	98%	2
	2.1.3	Client satisfaction with the Supplier	95%	3

11. REPORTING REQUIREMENTS

- 11.1. The performance monitoring process is described in detail in the Training for Independence Operational Guidelines.
- 11.2. This Service Schedule requires the Supplier and the Services provided to be measured against a number of contract reporting and monitoring measures. The purpose is to monitor progress and quality of Service delivery under this Agreement by the comparison against expected performance.
- 11.3. The following reports will be provided:

Table 5 – Performance Reporting (Data Sources)

Report Type	No.	Description	Provided By	Frequency
ACC Service Outcome and Performance Report	1	Extract from the ACC payments system summarised to measure outcome and performance.	ACC	Twice a year
Client level Discharge Report (<i>clause 11.3</i>)	2	MS Excel spread sheet template specified the minimum content.	Supplier	Annual
Supplier Service Report	3	Word document with ACC having specified the minimum content.	Supplier	Annual

- 11.4. The Supplier will submit client level discharge data to ACC every six months via an electronic MS Excel spread sheet in the reporting template provided and in accordance with the following schedule:

Table 6 – Service Reporting and Performance Timeframes

Period Start	Period Finish	Data Submitted by	Summarised By
1 July	31 December	31 January	ACC will produce summarised reports when the data is sufficient for robust statistical analysis
1 January	30 June	31 July	

- 11.5. ACC will issue Suppliers with an electronic template for the collection of Client data.
- 11.6. ACC will analyse the data provided by the Supplier and compare this with information submitted by all contracted Suppliers for this Service.
- 11.7. ACC will distribute a report at least annually that summarises and compares Supplier results in an anonymised form.

- 11.8. The Supplier must submit a six-monthly service report that accurately reflects the Services provided to enable robust measurement of performance against these requirements. The Supplier must use the template provided by ACC.
- 11.9. Additional ad hoc reporting may be reasonably requested by ACC.

12. DEFINITIONS AND INTERPRETATION

12.1. In this Service Schedule, unless the context otherwise requires:

“Attending Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is providing Services to an ACC Client either as a single discipline or as part of a multi-disciplinary team;

“ACC Client Services Staff” means the Case Manager, Support Coordinator, or Service Coordinator engaged by ACC to manage the claim for the Client for the purposes of the AC Act or the person who from time to time is the claims manager in relation to the Client’s entitlements and may also include other authorised ACC personnel;

“Client Level Discharge Report” means an Excel Spreadsheet provided by ACC that collects individual client data relating to performance and outcome results that is used to determine Supplier Performance. It is a Service or System Report as it presents information about many Clients;

“Functional” means the capacity to function or being able to perform all body functions, activities and participation;

“Geographical Location” means Statistics New Zealand defined Territorial Authority (TLA);

“Operational Guidelines” is the document produced by ACC from time-to-time to reflect the processes and procedures that should be followed in support of this Service;

“Independence” in relation to social rehabilitation, includes the capacity to function in the following areas:

- (a) Communication
- (b) Domestic activities
- (c) Educational participation
- (d) Financial management
- (e) Healthcare
- (f) Hygiene care
- (g) Mobility
- (h) Motivation
- (i) Safety management
- (j) Sexuality
- (k) Cognitive tasks of daily living, such as orientation, planning and task completion
- (l) Use of transport

“Interdisciplinary Team” means a team consisting of practitioners from different professions who share common client goals and have responsibility for complementary tasks;

“Key Worker” means a Rehabilitation Professional who meets the required criteria who will work with the Client, family, other service Providers, ACC and team for the duration of the Training for Independence Services programme in accordance with this Service Schedule;

“Long Term Client” means a Client who as a result of their covered injury, have a significant impairment or disability and require substantial support;

“MRES” means Managed Rehabilitation Equipment Service. This is a separate ACC contract for the provision and management of rehabilitation equipment;

“Rehabilitation” means a process of active change and support with the goal of restoring, to the extent provided under section 70, a Client’s health, independence, and participation; and comprises treatment, social rehabilitation, and vocational rehabilitation (Section 6, AC Act);

“Rehabilitation Coach” means a person who meets the criteria set out in Part B, clause 7.5 of this Service Schedule;

“Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is registered with ACC under an appropriate vocational classification;

“Serious Injury Client” means a Client of ACC’s Serious Injury Service. Entry into the Serious Injury Service is based on specific criteria, ie a spinal cord injury with associated ASIA score for spinal cord injured Clients, and clinical scores confirming severity of injury for Clients with a Adults with a Traumatic Brain Injury, or Clients with a comparable diagnosis;

“Service Commencement” is when the Supplier commences to provide Services to a particular Client under their contract with ACC, according to the criteria outlined in the contract;

“Supervision” is when a rehabilitation professional or practitioner meets regularly with another professional, not necessarily more senior, but normally with training in the skills of supervision, to discuss casework and other professional issues in a structured way. The purpose is to assist the practitioner to learn from his or her experience and progress in expertise, as well as to ensure good service to the Client or patient;

“Support Worker” means a Service Provider under Home Based Rehabilitation Services who is completing service items relating to attendant care or support for Client training Rehabilitation for Training for Independence Services;

“Vocational Rehabilitation” means providing rehabilitation Services to help a Client to, as appropriate, maintain or obtain employment or regain or acquire vocational independence, and includes the provision of activities for the purpose of maintaining or obtaining employment that is suitable for the Client and appropriate for their levels of training and experience;

“Variance Report” means a report submitted to ACC by the Supplier when variation occurs detailing; the specific outcome and steps/strategies where progress is not being made, reasons for the lack of progress or variance, actions being taken or to be taken to resolve the variance, and implications of the variance.

SERVICE SCHEDULE FOR TRAINING FOR INDEPENDENCE ADVISORY SERVICES (TIAD)

CONTRACT NO: TIADXXX

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING TRAINING FOR INDEPENDENCE ADVISORY SERVICE

The Term for the provision of Training for Independence Training for Independence Advisory Services (TIAD) is the period from date of signing (“Commencement Date”) until the close of 30 June 2016 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. SERVICE LOCATION (PART B, CLAUSE 3)

«TLA_Information»

3. TIAD SERVICES AWARDED

«CYP»
«AOI»
«ATBI»
«SC»

4. SERVICE ITEMS AND PRICES

**SERVICE ITEMS FOR TRAINING FOR INDEPENDENCE ADVISORY SERVICES
SHORT TERM (TIAD SHORT TERM)**

Service Item Code	Service Item Description	Service Item Definition	Price (ex GST)	Pricing Unit
TIA01C	Rehabilitation Professional: Children & Young People	Rehabilitation Professional hourly rate for delivering training and coaching to a client in accordance with this service schedule. This includes all administrative matters and costs, time involved, clinical notes, equipment provision (if required) and tasks required in delivering Services, except for travel and reports. A maximum of six hours per client will be paid for this service within a six week period from acceptance of the referral.	\$109.67	Per hour
TIA01B	Rehabilitation Professional: Adults with TBI			
TIA01D	Rehabilitation Professional: Adults with Sensitive Claims			
TIA01E	Rehabilitation Professional: Adults with Other Injuries			

Service Item Code	Service Item Description	Service Item Definition	Price (ex GST)	Pricing Unit
TIA02	Training for Independence Advisory Services Short Term Programme Completion Report	Completion of a training for independence advisory services completion report on the template as specified by ACC from time to time, in accordance with Part B, clause 5.1.2 .	\$54.84	Set fee per client
TIADNA1	Non-Attendance Fee	This payment may be claimed when a client fails to attend a scheduled appointment without giving at least 24 hours prior notification, and the Vendor has taken all reasonable steps to ensure they attend, such as reminder calls for a client with cognitive impairment and reminding the client to diary the appointment. Only one non-attendance fee can be paid per client up to a maximum of two hours, and notification of the non-attendance must be provided to the client's ACC Client Service Staff within one working day. A DNA report must be provided to the Client Services Staff within three working days of the Client's appointment in accordance with Part B, clause 8.2.1.	40% of the hourly rate (onsite) 60% of the hourly rate (offsite)	Per Hour (maximum of 2 hours per non-attendance can be claimed)

SERVICE ITEMS FOR TRAINING FOR INDEPENDENCE WELLBEING ADVISORY SERVICES (TI WELLBEING ADVISORY SERVICE)

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIA10C	Rehabilitation Professional: Children & Young People	Rehabilitation professional hourly rate for delivering training and coaching to a client in accordance with this service schedule. This includes all administrative matters and costs, time involved, clinical notes, equipment provision (if required) and tasks required in delivering services, except for travel and reports.	\$109.67	Per hour
TIA10B	Rehabilitation Professional: Adults with TBI			

TIA10D	Rehabilitation Professional: Adults with Sensitive Claims	A maximum of 14 hours per client will be paid for this service within a 12 month period from acceptance of the referral.		
TIA10E	Rehabilitation Professional: Adults with Other Injuries			
TIA11	Training for Independence Wellbeing Advisory Service Programme Plan	Completion of a Training for Independence Wellbeing Advisory Service Programme plan on the template as specified by ACC from time to time and in accordance with Part B, clause 5.2.1.	\$109.67	Set fee per Referral
TIA12	Training for Independence Wellbeing Advisory Service Programme Completion Report	This is payment for completion of a training for independence advisory services programme completion report in accordance with Part B, clause 5.2.3 and is paid once per referral (This price also includes the cost for writing any variance report).	\$137.79	Set fee per referral
TIADNA2	Non-Attendance Fee	This payment may be claimed when a client fails to attend a scheduled appointment without giving at least 24 hours prior notification, and the vendor has taken all reasonable steps to ensure they attend, such as reminder calls for a client with cognitive impairment and reminding the client to diarise the appointment. A maximum of three non-attendance fees can be paid per client, and notification of the non-attendance must be provided to the client's ACC client services staff within one working day. A DNA report must be provided to the client's ACC client services staff within three working days of the client's appointment in accordance with Part B, clause 8.2.1.	40% of the hourly rate (onsite) 60% of the hourly rate (offsite)	Per hour (maximum of 2 hours per non-attendance can be claimed)

**SERVICE ITEMS FOR TRAINING FOR INDEPENDENCE ADVISORY SERVICES
(TI WELLBEING ADVISORY SERVICE AND TIAD SHORT TERM SERVICE) –
ACCOMMODATION AND TRAVEL CODES**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIATD10	Travel distance	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> • for return travel via the most direct, practicable route; and • where the return travel exceeds 20km <p>Note 1: where the supplier has no base or facility in the service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.62	Per km
TIATT5	Travel time: first hour	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and • the distance the Service Provider travels exceeds 20km return; and/or • the time the Service Provider travels exceeds 30 minutes 	50% of the hourly rate	Initial hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		<p>Note 1: where the supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>		
TIATT1	Travel time - subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under TIATT5, where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and • additional travel time is required after the first hour of travel <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	100% of the hourly rate	Subsequent hours

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIAT6	All other travel	<p>Costs for return travel by ferry, taxi, rental car, public transport and parking when :</p> <ul style="list-style-type: none"> • return travel is via the most direct, practicable route; and • the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip

Note

ACC will review prices annually for all Service described in this Service Schedule. In this pricing review, ACC will take into account general inflation, service component costs, and any substantial changes within the market for these Services. ACC and the Vendor may agree to an adjustment to prices as a result of this price review. Any such adjustment must be agreed in writing by the parties. However, if ACC decides, in its sole discretion, that there have not been significant impacts on price, the prices will remain unchanged. Any adjustment in prices will take effect from a date agreed by both parties

5. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2, CLAUSE 14)

NOTICES FOR ACC TO:

ACC Health Procurement
Justice Centre
19 Aitken Street (For deliveries)
Wellington
P O Box 242 (For mail)
Wellington
Marked: "Attention: Health Procurement Facilitator"
Phone: 0800400503
Facsimile: (04) 918 7401
Email: health.procurement@acc.co.nz

NOTICES FOR VENDOR TO:

Vendor
Physical Address (For deliveries)
Postal Address (For mail)
City
Marked: "Attention: Contact person, position"
Phone:
Facsimile:
Email:

OPERATIONAL CONTACT

Vendor Name
Physical Address (For deliveries)
Postal Address (For mail)
City
Marked: "Attention: Contact person, position"
Phone:
Facsimile:
Mobile:
Email:

B. SERVICE SPECIFICATIONS FOR TRAINING FOR INDEPENDENCE ADVISORY SERVICES (TIAD)

1. PURPOSE

- 1.1. ACC wishes to purchase Training for Independence Advisory Services that will provide timely advice, education or support, rehabilitation and oversight services to Clients in their own chosen environment for the purpose of restoring and/or maintaining the Client's health and ability to participate, in their wider community to the maximum extent practicable, whilst reducing their likely need for further rehabilitation.
- 1.2. Training for Independence Advisory Services is comprised of the following Components; Training for Independence Advisory Services Short Term (TIAD Short Term) and Training for Independence Wellbeing Advisory Service (TI Wellbeing Advisory Service). Each component serves a specific purpose as follows;
 - 1.2.1. The TIAD Short Term is Clients who require a short term intervention (maximum six hours provided within a six week period), from a Rehabilitation Professional (s) who provides education, training (and/or equipment) or oversight to:
 - (a) assist in restoring the Client's independence and participation in their usual activities and;
 - (b) prevent further injury in their normal home environment and;
 - (c) reduce the need for ongoing support.
 - 1.2.2. The TI Wellbeing Advisory Service is a service for Serious Injury Clients or Clients who have a comparable complex injury who require intermittent oversight or monitoring/supervision by a Rehabilitation Professional over an extended period of time, to ensure maintenance of the Client's function or skills and prevent secondary injury. The purpose is to assist the Client to maintain skills they have gained and/or prevent deterioration in health.

2. SERVICE OBJECTIVES

- 2.1. For Training for Independence Advisory Services Short Term, ACC will measure the success of the Services based on the following objectives;
 - (a) 100% of referred Clients will receive the Services within the time frames set out in this Service Schedule.
 - (b) 80% of Clients referred by ACC will meet their agreed goals and outcomes in the agreed time frames.
- 2.2. For Training for Independence Wellbeing Advisory Service, ACC will measure the success of the Services based on the following objectives;
 - (a) 100% of Clients referred by ACC for this Service will be supported in a durable and sustainable way, to continue living and participating in the community.
 - (b) 90% of Clients referred by ACC for this Service will maintain or improve their functional abilities and skills, as measured by an objective measure determined by ACC such as AusTOMs.
 - (c) 90% of referred Clients will not have preventable injuries or deterioration such as pressure sores or other secondary injury caused by preventable means.

- (d) Any significant deterioration in a Client's condition or circumstances which impacts on Client's rehabilitation or ability to participate is reported within 1 Working Day to ACC Client Service Staff.

3. SERVICE LOCATION (PART A CLAUSE 2)

- 3.1. The Services will be provided in the most appropriate setting for the Client e.g. Client's home, workplace, school and/or other community locations.
- 3.2. ACC funded residential facilities such as those under Residential Support Services, Active Rehabilitation or Community and Residential Rehabilitation Services agreements are not considered as the Client's home
- 3.3. The Vendor will provide the Services from the Service Provider base and to Clients resident in the geographical area(s) specified in Part A, clause 2.

4. SERVICE COMMENCEMENT

4.1. Eligibility Criteria

- 4.1.1. A person is eligible to receive Services from the Vendor if they have been referred by ACC Client Service Staff in accordance with this Service Schedule.
- 4.1.2. ACC Client Service Staff may refer a Client for Training for Independence Advisory Services Short Term (TIAD Short Term) where the Client requires short term education, training (and/or equipment) or oversight to assist in restoring the Client's participation in their usual activities following injury and who do not require ongoing support.
- 4.1.3. ACC Client Service Staff may refer a Client for Training for Independence Wellbeing Advisory Service (TI Wellbeing Advisory Service) where:
 - (a) the Client has a Serious Injury or a comparable complex injury and;
 - (b) the Client has received training and has reached their individual maximum level of independence possible; and
 - (c) the Client now requires ongoing oversight including education of self, and/or carers and maintenance of their functional skills.

4.2. Referral Process

- 4.2.1. When referring a Client for the Services, ACC Client Service Staff will:
 - (a) Send a written Referral to the Vendor for the component of TIAD (i.e. either Short Term or TI Wellbeing Advisory Service) that ACC wishes to purchase for the Client on the referral form prescribed by ACC from time to time, and;
 - (b) Ensure that at a minimum the Referral contains the following information:
 - (i) The Client's name, contact details, claim number, purchase order number, demographic details and a description of their injury
 - (ii) A detailed reason for the Referral, including ACC's expectation of the outcome of the programme.
 - (iii) Any previous Assessment Report(s) relevant to the current circumstances.

- 4.2.2. On receipt of the Referral, the Vendor will:
- (a) Confirm that the Referral contains adequate information in order to proceed to provide TIAD;
 - (b) Confirm that they have the capacity to accept the Referral;
 - (c) Confirm that they have appropriate resources to provide the specific requested service component;
 - (d) Return any Referral that is inappropriate or inadequate or for which they do not have the appropriate specialisation such as Traumatic Brain Injury or Children and Young People; and
 - (e) Accept or decline a Referral in writing by completing the Vendor section at the bottom of the referral form and denote who the contact person is and return it to ACC by email or fax within three (3) Working Days of the Referral being received.

5. SERVICE REQUIREMENTS

5.1. Training for Independence Advisory Services Short Term

- 5.1.1. Once a Referral for TIAD Short Term is accepted in accordance with Clause 4.2, the Vendor will
- (a) Make contact with the Client within three Working Days of accepting the Referral or provide a quicker response to the Client, if requested by ACC on the referral form;
 - (b) Meet with the Client and confirm training, rehabilitation, education and/or support needs within three Working Days of contacting the Client;
 - (c) Provide the Services for up to a maximum of six hours, inclusive of assessment, interventions, review and report, within six weeks of accepting the Referral.. The Services provided must meet specific needs and outcomes for the Client as requested by ACC Client Service Staff and support the Client to achieve independence and/ or reduce dependency on support services. The Services may include provision of equipment as specified in Part B, clause 6.
- 5.1.2. Programme Completion Report
- (a) The Vendor must submit a Programme Completion Report on the template specified by ACC and in accordance with the TIAD Operational Guideline within three Working Days of the completion of the Services.
 - (b) The purpose of the Programme Completion Report is to inform ACC of the achievement of the programme outcomes and goals.
 - (c) The Programme Completion Report will include:
 - (i) Measures and completion notes for each Outcome stated in the Referral;
 - (i) Any recommendations to ensure maintenance of outcomes and independence achieved
 - (ii) Any recommendations regarding a Client's continuing or reduced needs for support services.

5.2. Service requirements for Training for Independence Wellbeing Advisory Service

5.2.1. Once a Referral for TI Wellbeing Advisory Service is accepted in accordance with Clause 4.2, the Vendor will

- (a) Make contact with the Client within three Working Days of accepting the Referral;
- (b) Meet with the Client and confirm oversight and or support needs within three Working Days of contacting the Client;
- (c) Submit a Programme Plan to ACC within five Working Days of meeting with the Client. The Programme Plan will include:
 - (i) Details of the Client's current situation
 - (ii) The Client's goals and activities that are important for them to maintain
 - (iii) The outcomes to be achieved
 - (iv) Measures for each Outcome stated in the Referral
 - (v) Details of the overall pathway, timeframes and milestones for oversight services the Client will receive to maintain their functional ability in the areas of independence in accordance with this Service Schedule.
- (d) Obtain written approval of the Programme Plan from ACC before providing further Services. Once ACC receives a Programme Plan, ACC will provide notification to the Vendor within three Working Days to approve or decline the Programme Plan, or to request further information. If ACC requests additional information, the Vendor must submit this to ACC within three Working Days, and ACC will then provide notification to the Vendor within three Working Days to approve or decline the Programme Plan, or to request further information
- (e) The Vendor will deliver the Services in accordance with the Referral from ACC and the Programme Plan agreed by ACC.
- (f) Ensure the Services provided maintain the Client's functional skills and prevent re-injury through interventions which include oversight of Client's rehabilitation and education of Client, and/or, family/whanau and/or carers
- (g) Where appropriate, provide Services which include provision of equipment in accordance with Part B, clause 6.
- (h) Provide the Services for a maximum of 14 hours within a 12 month period (commencing on the date the Referral has been accepted by the Vendor).

5.2.2. Variance Report

- (a) A Variance Report, on the template specified by ACC from time to time, and completed in accordance with the Operational Guideline, must be submitted to ACC any time a significant change to the Client's condition or approved Programme Plan occurs before the end of TI Wellbeing Advisory Service.
- (b) The purpose of the Variance Report is to inform ACC that variation has occurred, detailing the reasons, recommendation of options such as home help and expected outcomes and any impacts on original timeframes and costs.

5.2.3. Programme Completion Report

- (a) The Vendor must submit a Programme Completion Report on the template specified by ACC and in accordance with the TIAD Operational Guideline within five Working Days of the completion of the Services.
- (b) The purpose of the Programme Completion Report is to inform ACC of the achievement of the programme outcomes and goals.

6. EQUIPMENT

- 6.1. All rehabilitation Equipment must be requested in accordance with the Operational Guidelines for Managed Rehabilitation Equipment Services which are available on the ACC website.
 - 6.1.1. The Operational Guidelines may be updated from time to time.
 - 6.1.2. If there is a conflict between the Operational Guidelines and this Agreement, the provisions of the Agreement take precedence.
- 6.2. The Vendor may purchase non-List items valued at under \$60 (per item, excluding GST), directly from non-contracted suppliers without prior approval from ACC. ACC will reimburse the Vendor for the purchased item after receiving a separate invoice that details the item type and cost, cites service item code EU60, and has a receipt for the item attached.
- 6.3. The equipment should be non-adjustable and/or non-fitted and available from the Managed Rehabilitation Equipment Services (MRES) Simple or Standard list. If any equipment is required to be adjusted and/or fitted, the Vendor can order and provide this equipment, if it is within the scope of their normal professional practice.
- 6.4. The Service Provider must keep up to date with changes to MRES policies and processes, and updates to the Equipment Lists. These can be found on the ACC website (www.acc.co.nz).

7. SERVICE EXIT

- 7.1.1. Training for Independence Advisory Services Short Term are completed when Part B, clause 7.1.3 or clause 7.1.4 apply or the first of the following events occurs:
 - (a) the Client's assessed needs are met; or
 - (b) at the end of six (6) weeks; or
 - (c) a total of six (6) hours of Services have been provided inclusive of assessment, interventions, and review.

AND

- (d) the Programme Completion Report is received and approved by ACC.

- 7.1.2. Training for Independence Wellbeing Advisory Service is completed when Part B, clause 7.1.3 or clause 7.1.4 apply or the first of the following events occurs:
 - (a) the Client's assessed needs are met; or
 - (b) at the end of a 12 month period; or
 - (c) after a total of 14 hours of Services have been provided;

AND

- (d) the Programme Completion Report is received and approved by ACC.

- 7.1.3. The Services are completed if the Client or ACC decides that it is not appropriate for the Client to continue the Training for Independence Advisory Services Programme, or ACC suspends or terminates the Programme, or the Client no longer wishes to attend, once notice is provided in writing by ACC. No payment will be made for the Services provided after the date the notice is received by the Vendor.
- 7.1.4. If a Vendor wishes to cease providing Training for Independence Advisory Services to a particular Client, they must provide written notice to ACC Client Services Staff. A minimum of 10 Working Days notice must be provided, unless discussed and agreed with the ACC Client Services Staff. Copies of all information pertaining to the Client and their Training for Independence Advisory Services must be provided to ACC on request.

8. SERVICE QUALITY

8.1. Staffing Requirements and specific standards

- 8.1.1. The Vendor must hold a specific pre-requisite Training for Independence Contract Component that is appropriate for the referred Client such as Training for Independence Traumatic Brain Injury where the Client has a traumatic brain injury.
- 8.1.2. All Rehabilitation Professionals providing Services must maintain registration with the appropriate responsible authority under the Health Practitioners Competency Assurance Act 2003.
- 8.1.3. The Vendor must establish and maintain a team of staff comprising of a Registered Nurse, Occupational Therapist, Physiotherapist, Speech Language Therapist, Dietician and a Social Worker, and who can provide evidence of the following requirements:

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Nurse, ▪ Occupational Therapist, ▪ Physiotherapist, ▪ Speech Language Therapist, ▪ Dietician, ▪ Social Worker. 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. ▪ Membership with Aotearoa New Zealand Association of Social Workers (ANZASW) for Social Workers <p>And:</p> <p>For Rehabilitation Professionals providing Services to Adults with a traumatic brain injury:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation for people with traumatic or acquired brain injury conditions, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to traumatic or acquired brain injury and community based

Staffing Type	Competencies/qualifications
	<p>rehabilitation of a minimum of two days per year; and</p> <ul style="list-style-type: none"> ▪ Regular face to face clinical supervision at least once a month and as required by professional body and the HPCA Act. <p>For Rehabilitation Professionals providing Services to Clients with sensitive claims:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation for people with sensitive claims over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to sensitive claims and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision at least once a month and as required by professional body and the HPCA Act. <p>For Rehabilitation Professionals providing Services to children and young persons:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation for children and young people over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to children and young people and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision of at least once a month and as required by professional body and the HPCA Act. <p>For Rehabilitation Professionals providing Services to adults with other injuries</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation for adults with other injuries, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and

Staffing Type	Competencies/qualifications
	<ul style="list-style-type: none"> ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to adults with other injuries and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision of at least once a month and as required by professional body and the HPCA Act.

8.1.4. The Vendor may utilise Rehabilitation Professionals who do not meet the criteria in Part B, clause 8.1.3, who will work under supervision from a Rehabilitation Professional who meets criteria in Part B, clause 8.1.3 provided that the Rehabilitation Professional being supervised meets the following criteria:

Staffing Type	Competencies/qualifications
Rehabilitation Professional – being one of the following: <ul style="list-style-type: none"> ▪ Registered Nurse ▪ Occupational Therapist ▪ Physiotherapist ▪ Speech Language Therapist ▪ Dietician ▪ Social Worker 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. ▪ Membership with Aotearoa New Zealand Association of Social Workers (ANZASW) for Social Workers And: <ul style="list-style-type: none"> ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to the Client group they will be working with and community based rehabilitation of a minimum of two days per year; and ▪ Working under regular and documented supervision of a senior experienced Rehabilitation Professional who meets the criteria set out in Part B, Clause 8.1.2 for Services to the types of Clients described in clause 8.1.2; and ▪ Regular face to face supervision provided by a Rehabilitation Professional who meets the criteria set out in Part B, Clause 8.1.2 for Services to the types of Clients described in clause 8.1.2 and as required by the HPCA Act and professional body. (Note: this is a business expense to be met from payments for the Service and ACC will not pay any additional amounts for this supervision); and be working towards: <ul style="list-style-type: none"> ▪ Post-graduate clinical expertise working in rehabilitation for people with traumatic or acquired

Staffing Type	Competencies/qualifications
	brain injury conditions, or Sensitive Claims, or Children and young people, or adults with other injuries, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and/or <ul style="list-style-type: none"> <li data-bbox="735 398 1415 568">▪ Post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently).

8.1.5. The Vendor may utilise Rehabilitation Assistants for a TIAD Short Term Service, who will work under supervision from a Rehabilitation Professional who meets the criteria in Part B, clause 8.1.3 provided that the Rehabilitation Assistant being supervised meets the following criteria and that the criteria in clause 8.1.6 are met;

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> <li data-bbox="397 786 619 846">▪ Rehabilitation Assistant 	<ul style="list-style-type: none"> <li data-bbox="735 786 1415 887">▪ Has three or more years experience working as an assistant in the same discipline as the Rehabilitation Professional providing the service <li data-bbox="735 887 1415 1160">▪ Has clinical experience in assisting Rehabilitation Professionals working in rehabilitation for people with traumatic or acquired brain injury conditions, or Sensitive Claims, or Children and young people, or adults with other injuries, over three years where this group make up equivalent to a minimum of 50% of a full time caseload of the Rehabilitation Assistant <li data-bbox="735 1160 1415 1361">▪ Has experience in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload of the Rehabilitation Assistant (this expertise may be gained concurrently). <li data-bbox="735 1361 1415 1563">▪ Has regular, documented and ongoing face to face clinical supervision by the Rehabilitation Professional of at least once a week where the discussion focuses on the Service being delivered to the Client. <li data-bbox="735 1563 1415 1738">▪ Ongoing Attendance at appropriate training courses/conferences/ in-service relevant to the Client group they will be working with and community based rehabilitation of a minimum of two hours per month

8.1.6. The Rehabilitation Professional may utilise a Rehabilitation Assistant providing the following requirements are met:

- (a) The Rehabilitation Professional has assessed the Client and determined that the Rehabilitation Assistant can safely provide the required interventions;
- (b) All assessments and reports are completed by the Rehabilitation Professional and not the Rehabilitation Assistant;

- (c) The Rehabilitation Professional retains responsibility for all aspects of the Client's care including what the Rehabilitation Assistant does or does not do; and
- (d) If a Rehabilitation Assistant provides some of the interventions in accordance with this Service Schedule, it is classified as the Rehabilitation Professional providing the service therefore paid at the Rehabilitation Professional hourly rate.
- (e) The service component is TIAD Short Term programme.

8.1.7. The Vendor will have in place a system that identifies and monitors staff competency levels, training needs and compliance with contractual requirements to ensure that all requirements in this Service Schedule are met

8.2. Service Timeframes/Timeliness

8.2.1. The Vendor will adhere to the following timeframes:

Requirement	Applicable Timeframe
Notify ACC that they accept or decline a Referral	Within three Working Days of receiving the Referral
Make contact with Client	Within three Working Days of accepting the Referral
Meet with the Client	Within three Working Days of contacting the Client
Complete and submit a TI Wellbeing Advisory Service Programme Plan to ACC	Within five Working Days of meeting with the Client
Notify ACC when a Client does not attend appointment	Within 1 Working Day
Deliver TIAD Short Term Services	Within a period of up to six weeks from acceptance Referral
Deliver TI Wellbeing Advisory Service	Within 12 months from acceptance of Referral
Submit Variance Report	When variation occurs
Submit TIAD Short Term Programme Completion Report	Within three Working Days of completing the Service
Submit TI Wellbeing Advisory Service Programme Completion Report	Within five Working Days of completing the Service

8.2.2 If the Vendor is unable to meet the timeframes outlined above, the Vendor will contact ACC to negotiate an alternative timeframe.

8.3. The Vendor will perform the Services in accordance with the Training for Independence Advisory Service Operational Guideline.

9. EXCLUSIONS

9.1. Training for Independence Advisory Services must not provide assessment, treatment, counselling, psychological services, vocational services or advocacy provided for under other ACC contracts, regulations or other agreements.

9.2. The following services are excluded from Training for Independence Advisory Service:

- (a) Training for Independence Programmes;

- (b) Vocational Rehabilitation;
- (c) Recreation;
- (d) Treatment;
- (e) Psychological services or counselling for acceptance of injury;
- (f) Advocacy;
- (g) Membership fees for any club or organisation including Gym Memberships; and
- (h) Any services for a Client who does not meet the relevant eligibility criteria.
- (i) Social Rehabilitation Assessments;
- (j) Pain management assessments and services;
- (k) Provision of Home and Community Support services
- (l) Services or intervention to any Client in a residential facility (excluding Individual Residential Support Service);
- (m) Maximum Abilities Group Programme
- (n) Psychological Services;
- (o) Counselling under regulations;
- (p) Assessment of treatment needs.
- (q) Supported Employment and Supported Living

10. LINKAGES

- 10.1. The Vendor will provide all necessary, appropriate and reasonable cooperation and assistance to ACC and related service providers.
- 10.2. The Vendor will demonstrate maintenance of effective links and operating relationships with:
 - (a) ACC;
 - (b) The Client's family/whanau and attendant carer(s) as appropriate;
 - (c) Providers of other services to the Client including General Practitioner where appropriate.
- 10.3. The Vendor will develop and document linkages with relevant groups and organisations in the community.

11. PERFORMANCE REQUIREMENTS

- 11.1. The Vendor's performance will be measured on the relevant performance requirements outlined below:

- 11.2. The Vendor will meet all performance targets as set out in the objectives in Part B, clauses 2.1 and 2.2.
- 11.3. Clients referred by ACC for the Services will be satisfied with the service that they have received from the Vendor as evidenced by satisfaction surveys carried out by the Vendor at least once every year or on a more regular basis as determined by ACC from time to time.
- 11.4. The performance requirements for the Services as outlined in the service monitoring plan are:
- (a) Clients will receive the Services within the timeframes as set out in Part B, clause 0;
 - (b) Reduction to a Client's likely need for further rehabilitation, as assessed from summaries of Client's progress submitted by Vendor on the templates provided by ACC including the quarterly reports.
 - (c) Prevention of secondary injury as can be determined from reports on any preventable injuries or deterioration such as pressure sores or other secondary injury.
 - (d) Clients' goals are met as measured by standardised tools determined by ACC from time to time such as AusTOMs;
 - (e) Clients are able to access cultural support when they need it as measured through quarterly monitoring reports and Client satisfaction surveys (completed and submitted to ACC by the Vendor at least once per year) or ad hoc feedback.
- 11.5. If performance monitoring identifies an issue with the Vendor's performance, either as part of quarterly reporting or any ad hoc feedback received, the process outlined below will be followed;
- 11.6. Communication of Issue
- (a) When an issue is first identified, the Vendor will receive notification from ACC outlining the issue and any resolution that needs to occur;
 - (b) The Vendor will be able to contact ACC to discuss the issue by phone or to request a meeting, or further training to assist with resolution of the issue; and
 - (c) Timeframes will be provided for resolution to occur.
- 11.7. Communication of Issue and Visit from ACC
- (a) If at follow-up resolution has not occurred in accordance with timeframes provided, or ACC begins the process here, then ACC will provide the Vendor with notification requesting a meeting within the next 10 Working Days;
 - (b) At this meeting, the Vendor and ACC will agree resolution that is to occur. ACC will provide the Vendor with development and training to assist with resolution of the issue;
 - (c) If the Vendor refuses a meeting, this is considered a serious breach of contract by ACC and ACC may decide to terminate an Agreement immediately, or provide the Vendor with a Notice of Breach in accordance with Clause 9.1 of Schedule 2 of the Master Agreement; and
 - (d) Timeframes will be provided for resolution to occur.
- 11.8. Notice of Breach
- (a) If at follow-up again resolution has not occurred in accordance with timeframes provided, or ACC begins the process here, then ACC will provide the Vendor with a Notice of Breach in accordance with the provisions in Part 1 of this Agreement;

- (b) ACC will allow the Vendor 10 Working Days to resolve the issue (if it is capable of resolution);
- (c) The Vendor must accept no new referrals during this period; and
- (d) If resolution does not occur, or the issue is identified again in performance monitoring, ACC may provide the Vendor with an immediate notice of termination of this Service Schedule.

12. REPORTING REQUIREMENTS

- 12.1. All reports must be provided by the Vendor on the templates specified by ACC from time to time.
- 12.2. Time frames for programme reports are included in Part B, clause 0.
- 12.3. This Agreement requires the Vendor and the Services provided to be measured against a number of contract reporting and monitoring measures. The purpose is to monitor progress and quality of Service delivery under this Agreement by the comparison of results against expected performance.
- 12.4. The Vendor must submit a quarterly service report that accurately reflects the Services provided to enable robust measurement of performance against these requirements. The Vendor must use the template provided by ACC and updated by ACC from time to time.
- 12.5. Each quarter ACC will analyse reporting from the Vendor and other available data to determine issues at an ACC, Vendor and Service level.
- 12.6. The reporting periods applicable to the reports on the measures listed in Part B, Clause 12.3 are quarterly with the end of the first quarter being three months following the Commencement Date.
- 12.7. Results of reporting must be with ACC within 15 Working Days of the end of each quarter and will be submitted electronically in a format acceptable to ACC, in accordance with the Operational Guideline.
- 12.8. Additional ad hoc reporting may be reasonably requested by ACC.
- 12.9. ACC and the Vendor (or their nominated representative) will, if required, meet to discuss, review and evaluate:
 - 12.9.1. This Agreement;
 - 12.9.2. Operational developments; and/or
 - 12.9.3. Compliance with the referral requirements.

13. PAYMENT AND INVOICING

- 13.1. The Vendor is entitled to raise a separate GST invoice for each Client following completion of a Service. To ensure efficient payment processing by ACC, this invoice will contain information consistent with that received in the ACC purchase order which initiated the Service, particularly with regard to service codes.
- 13.2. The Vendor's invoice will contain the following details:
 - (a) That the invoice is addressed to ACC
 - (b) The Vendor's name, address and ACC Vendor number

- (c) The GST number of the Vendor
 - (d) The words 'Tax Invoice' in a prominent place
 - (e) An invoice number
 - (f) The invoice date
 - (g) The relevant ACC purchase order number
 - (h) The name of the Agreement and the contract number
 - (i) The name and claim number of the Client receiving the Service
 - (j) A description of the Services and their codes
 - (k) The date on which the Service was provided, or if more appropriate, the start and end date.
 - (l) The quantity or hours the service was provided
- 13.3. The Vendor may only claim for the total travel distance completed in one day, irrespective of how many Clients are seen by the Service Provider during that day.
- 13.4. ACC will not pay for a Service where the invoice for that Service is not received within 12 months of the date the Service was provided, or the date cover was granted by ACC, whichever is the later date.

14. DEFINITIONS AND INTERPRETATION

In this Service Schedule, unless the context otherwise requires:

“Assessment” means an assessment undertaken by a rehabilitation professional to determine Client’s function, rehabilitation, education and support needs.

“ACC Client Services Staff” means the Case Manager, Support Coordinator, or Service Coordinator engaged by ACC to manage the claim for the Client for the purposes of the IPRC Act or the person who from time to time is the claims manager in relation to the Client’s entitlements and may also include other authorised ACC personnel;

“Client” has the same meaning as “Claimant” as defined in Part 1 of this Agreement;

“Contract Component” means the Training for Independence contract which defines the specific specialty services delivered under that contract. For example, Training for Independence Children & Young Persons. Training for Independence Adults with Other Injuries, Training for Independence Adults with Sensitive Claims, Training for Independence Adults with Traumatic Brain Injury

“Geographical Location” – means the Stats New Zealand defined Territorial Location Authority (TLA)

“Independence” in relation to social rehabilitation, includes the capacity to function in the following areas:

- (a) communication
- (b) domestic activities
- (c) educational participation
- (d) financial management

- (e) health care
- (f) hygiene care
- (g) mobility
- (h) motivation
- (i) safety management
- (j) sexuality
- (k) cognitive tasks of daily living, such as orientation, planning and task completion
- (l) use of transport

(Schedule 1, clause 12; IPRC Act);

“Operational Guideline” means the Training for Independence Advisory Services Guideline 2009 (or any subsequent update) provided by ACC from time to time;

“Oversight” means watchful responsible care, supervision and/or monitoring of a Client to ensure that they retain knowledge and functional skills gained through rehabilitation interventions.

“Rehabilitation Assistant” means an experienced worker who works as an assistant to the rehabilitation professional such as occupational therapy assistant or physiotherapy assistant.

“Rehabilitation Professional” means a registered nurse, occupational therapist, physiotherapist, speech language therapist, dietician or social worker who is providing services to a Client either as a single discipline or as part of a multi-disciplinary team.

“Serious Injury” means a Client of ACC’s National Serious Injury Service. Entry into the Serious Injury Service is based on specific criteria, ie a spinal cord injury with associated ASIA score for spinal cord injured Clients, and clinical scores confirming severity of injury for traumatic brain injury Clients.

“Supervision” is a formalised, regular, sustained process in which the supervisor enables and facilitates the supervisee in meeting their professional objectives. It takes place when a Rehabilitation Professional / Rehabilitation Assistant meets regularly with another professional with training in the skills of supervision to discuss case work and other professional issues in a structured way. The purpose is to assist the Rehabilitation Professional/ Rehabilitation Assistant to learn from his or her experience and progress in expertise, as well as ensure good service to the Client.

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SERVICE SCHEDULE FOR TRAINING FOR INDEPENDENCE SERVICES FOR CHILDREN AND YOUNG PEOPLE CONTRACT NO:

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING TRAINING FOR INDEPENDENCE SERVICES FOR CHILDREN AND YOUNG PEOPLE

The Term for the provision of Training for Independence Services for children and young people is the period from 1 July 2015 (“Commencement Date”) until the close of 30 June 2018 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. SPECIFIED AREA AND SERVICE LOCATION

XXX

3. SERVICE ITEMS AND PRICES

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI01C	Rehabilitation Professional Planning	Planning to a maximum of two hours for each Rehabilitation Professional in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI31C	Psychologist Planning	Planning up to a maximum of two hours for Psychologist in accordance with Part B, clause 5.2.1.4 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI02C	Planning Period – Rehabilitation professional (for Long Term and Serious Injury Clients only)	Alternative Planning Sessions for moderate to serious Brain Injury when directed by ACC in accordance with Part B, Clause 5.2.5 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI32C	Planning Period - Psychologist only (For Long Term and Serious Injury Clients only)	Alternative planning sessions for moderate to serious Brain Injury when directed by ACC in accordance with Part B, Clause 5.2.5 of this Service Schedule. This is for time spent in Client contact only.	\$154.33	Per hour
TI03C	Rehabilitation Plan	Time spent writing the Rehabilitation Plan, in accordance with Part B, clause 5.2.2 of this Service Schedule.	\$109.67	Per hour
TI11C	Delivering Rehabilitation (<i>other than psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$109.67	Per hour
TI12C	Delivering Rehabilitation (<i>Registered Psychologist</i>)	Delivering training and coaching to a Client in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$154.33	Per hour
TI13C	Delivering Rehabilitation (<i>Rehabilitation Coach</i>)	Delivering training and coaching to a Client. in accordance with Part B, clause 5.3 of this Service Schedule. <i>This is for time spent in Client contact only.</i>	\$54.84	Per hour
TI14C	Key Worker	Key Worker Set Monthly Fee. in accordance with Part B, clause 5.2.1 this Service Schedule. This can only be paid where two or more disciplines are working with the Client.	\$329.67	Per month
TI04C	Progress Report (<i>Long term Clients only</i>)	The completion of the Progress Report for Clients with long term needs in accordance with Part B, clause 5.5.2 of this Service Schedule. This is for time spent writing the Progress Report only.	\$109.67	Per hour
TI21C	Completion Report	Completion of a Rehabilitation Completion Report in accordance with Part B, clause 5.5.4 of this Service Schedule. This is for time spent writing the Completion Report only.	\$109.67	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TI22C	Case Conference <i>(Rehabilitation Professional)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$109.67	Per hour
TI33C	Case Conference <i>(Psychologist)</i>	Attendance at case conference meetings in accordance with Part B, clause 5.7.2 of this Service Schedule. Requires ACC Client Services Staff prior approval. This is for time spent in the case conference meeting only.	\$154.33	Per hour
TIDNC	Non-Attendance Fee	When a Client fails to attend a scheduled appointment without giving at least 24 hours prior notification a non-attendance fee can be paid. A DNA report must be provided. A maximum of three non-attendance fees can be paid per Client with a maximum of 2 hours per non-attendance in accordance with Part B, clause 5.5.1 of this Service Schedule.	40% (onsite) or 60% (offsite)	Per hour (as a proportion of the applicable fee)
TITD10	Travel Distance	A contribution towards travel: <ul style="list-style-type: none"> for return travel via the most direct, practicable route; and where the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.62	Per km

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITT5	Travel Time - first hour	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and • the distance the Service Provider travels exceeds 20km return; and/or • the time the Service Provider travels exceeds 30 minutes <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC). Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	50% of the contracted hourly rate	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TITT1	Travel time - subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under TITT5, where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and • additional travel time is required after the first hour of travel <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC). Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	100% of the contracted hourly rate	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIT6	Other travel	<p>Costs for return travel by ferry, taxi, rental car, public transport and parking when :</p> <ul style="list-style-type: none"> • return travel is via the most direct, practicable route; and • the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip
TITA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> • requested by ACC to travel to an outlying area that is not the Service Provider’s usual area of residence or practice to deliver Services; and • air travel is necessary and has been approved by ACC <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis.</p>	Actual and reasonable cost	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
TIAC	Accommodation	<p>Payable when an Assessor has been requested by ACC to conduct a clinic in an outlying area that is not the Assessor's usual area of residence or practice and overnight accommodation is necessary. ACC will pay actual and reasonable accommodation costs of up to a maximum of \$225.00 plus GST per day with prior ACC Coordinator approval and receipts provided.</p> <p>Hotels – Maximum of \$150.00 + GST per night.</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$75.00 + GST per 24 hour period where overnight stay is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	Actual and reasonable cost	Per night

Price Review

ACC will review pricing when, at ACC's sole discretion, we consider a review necessary. The factors ACC may take into account during a review include, but are not limited to:

- general inflation
- changes in service component costs
- substantial changes in the market

If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

4. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Case Owner	Individual staff or operational contact	As required
Branch	Branch Manager	Operational contact	As required
Region	Designated Supplier Manager	Operational contact	As required
Account Management	Category Advisor Category Manager	Operational & Contract Management	As required

Level	ACC	Supplier	Frequency
		Contract/Strategic Management	

5. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2)

NOTICES FOR ACC TO:

ACC Health Procurement (for delivery)
Justice Centre
19 Aitken Street
Wellington 6011

ACC Health Procurement (for mail)
P O Box 242
Wellington 6140
Marked: "Attention: Procurement Specialist"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (for deliveries)
(insert postal address including postcode) (for mail)
Marked: "Attention (contact person)"
Phone:
Mobile:
Fax:
Email:

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B. SERVICE SPECIFICATIONS FOR TRAINING FOR INDEPENDENCE SERVICES FOR CHILDREN AND YOUNG PEOPLE

1. PURPOSE

- 1.1. ACC wishes to purchase Training for Independence Services for Children and Young people that will provide education, support, training and rehabilitation to Clients in their own home, community or their work place for the purpose of restoring the Client's independence and ability to participate in their wider community to the maximum extent practicable whilst reducing their likely need for further rehabilitation.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this Service based on the following objectives:
 - 2.1.1. Clients gain skills and knowledge that are durable, sustainable and that measurably increase the Client's function.
 - 2.1.2. Clients will have a reduction in their need for further rehabilitation and other ACC support services.
 - 2.1.3. Clients will not sustain injuries or deterioration such as pressure injuries or other secondary injury caused by preventable means during the period of Service.

3. SERVICE LOCATION (PART A, CLAUSE 2)

- 3.1. The Services will be provided in the most appropriate setting for the Client e.g. Client's home, work and /or other community locations.
- 3.2. The Supplier may provide Services where the Client is in a residential facility that is their long term or permanent place of residence and where rehabilitation services are not available.
- 3.3. The Supplier will provide the Services from the Service Provider base and to Clients resident in the geographical area(s) specified in Part A, clause 2.
- 3.4. The Supplier may provide Services to the Client remotely using telehealth services.

4. SERVICE COMMENCEMENT

- 4.1. Eligibility Criteria
 - 4.1.1. A person is eligible to receive the Service when they have:
 - 4.1.1.1. A need for and could benefit from a rehabilitation programme tailored to their assessed needs; and have
 - 4.1.1.2. been referred by ACC Client Service Staff in accordance with this Service Schedule.

4.2. Referral Process

- 4.2.1. When referring a Client for Training for Independence Services, ACC Client Service Staff will send a written referral to the Supplier, on the referral form supplied by ACC from time to time.
- 4.2.2. On receipt of the referral, the Supplier will:
 - 4.2.2.1. Confirm that the referral contains adequate information in order to proceed to provide Services;
 - 4.2.2.2. Confirm that they have the capacity to accept the referral;
 - 4.2.2.3. Return any referral that is inappropriate or inadequate or which they do not hold a contract for;
 - 4.2.2.4. Notify ACC that the referral has been accepted or declined by email within three Business Days of the referral being received.

5. SERVICE REQUIREMENTS

5.1. Operational Guidelines

- 5.1.1. The Supplier will provide Services in accordance with the Training for Independence Operational Guidelines available on ACC's website as amended by ACC from time to time. If ACC proposes to make substantial amendments to the Operational Guidelines, ACC will first consult the Supplier.
- 5.1.2. If there is an inconsistency or conflict between the Operational Guidelines and this Service Schedule, the provisions of this Service Schedule will take precedence.

5.2. Service Planning

- 5.2.1. Once a referral is accepted:
 - 5.2.1.1. The Supplier will determine the appropriate rehabilitation professional(s) to provide Services to the Client;
 - 5.2.1.2. The Supplier will make contact with the Client within three Business Days of accepting the referral to build the relationship for supporting the Client's transition;
 - 5.2.1.3. The Key Worker / Attending Rehabilitation Professional will then set up Planning Sessions, as required, and meet with the Client within three Business Days of contacting the Client;
 - 5.2.1.4. Planning Sessions will be a maximum of two hours for each discipline on the team working with the Client. Only the time required to achieve the purpose of the Planning Sessions may be used. The purpose of the Planning Sessions is to allow the Service Provider who will be working with the Client to;
 - 5.2.1.5. Meet the Client, their family/whanau and carers as required;
 - 5.2.1.6. Develop the Rehabilitation Plan on the template specified by ACC from time to time and;
 - 5.2.1.7. Set baselines to allow for measurement of the Client's progress towards milestones.
 - 5.2.1.8. The Supplier may visit the inpatient setting for the purposes of planning and coordinating the transition of the Client from inpatient to the community, where practicable.
 - 5.2.1.9. The Key Worker or Attending Rehabilitation Professional must co-ordinate completion of the Rehabilitation Plan and submit this plan to ACC as soon as practicable, and within 10 business days of meeting with the Client.

- 5.2.2. For all Clients the Rehabilitation Plan will include:
 - 5.2.2.1. Details of the Client's current situation;
 - 5.2.2.2. The Client's objectives, goals and activities that are important for them to maintain;
 - 5.2.2.3. The outcomes to be achieved;
 - 5.2.2.4. Measures for each outcome stated in the referral;
 - 5.2.2.5. Details of the overall pathway, timeframes and milestones and nature of rehabilitation Services the Client will receive.
 - 5.2.2.6. Where the TI Assessor identifies a need for MRES Simple List Equipment, they must provide sufficient rationale to support the injury related need. All MRES Simple List Equipment should be ordered by ACC Client Services Staff.
 - 5.2.2.7. Where it is identified that the Client may require MRES Standard, Complex or Non-list equipment, a single Discipline Assessment is required.
 - 5.2.2.8. An outline of the method of delivery such as face to face or via telehealth.
 - 5.2.3. Once ACC receives the Rehabilitation Plan, ACC will provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information. If ACC requests additional information, the Supplier must submit this to ACC within three Business Days, and ACC will then provide notification to the Supplier within three Business Days to approve or decline the Rehabilitation Plan, or to request further information.
 - 5.2.4. The Supplier may, once the rehabilitation is underway, request an extension to the programme that is in excess of the programme limit. This request will be made on the Variation Report and outline the rationale for the extension, amended work plan and goal statements.
 - 5.2.5. For Clients of the National Serious Injury Service, the Supplier can provide alternative Planning Sessions when agreed to by ACC. ACC will pay for up to a maximum total number of hours of three times the number of involved Rehabilitation Professionals and/or Psychologist, and these hours can be used at the Key Worker's discretion.
- 5.3. Delivery of Services
- 5.3.1. The Supplier will deliver any Services in accordance with the Rehabilitation Plan approved by ACC.
 - 5.3.2. The Services provided must meet specific functional needs and outcomes for the Client and support the Client to achieve quality of life and community integration.
 - 5.3.3. The Supplier will ensure that outcomes will be measured using recognised objective clinical measures.
 - 5.3.4. The outcome measurement tools used, will be submitted on the template provided by ACC from time to time.
 - 5.3.5. The Services will be delivered, unless otherwise approved, in the following timeframes for:
 - 5.3.5.1. Non Serious Injury Clients, three months from the date of the referral.
 - 5.3.5.2. Long Term and Serious Injury Clients, six months from the date of the referral.
- 5.4. Method of Delivery
- 5.4.1. The primary method of delivery is face-to-face.
 - 5.4.2. Once a risk assessment is undertaken and it is deemed appropriate telehealth may be utilised to:

- 5.4.2.1. Complete an initial consultation by the psychologist. A member of the multidisciplinary team may be physically present with the client if required.
- 5.4.2.2. Provide on going therapy services where it will meet the Client's need.
- 5.4.3. Where services are provided using telehealth Service Providers are required to comply with the current New Zealand telehealth guidelines, regulations and standards.

5.5. Reporting

5.5.1. Did not Attend (DNA) Reporting

- 5.5.1.1. The Supplier must inform the ACC Client Service Staff within one Business Day of the Client's non attendance and;
- 5.5.1.2. A DNA report must be submitted on the template specified by ACC from time to time. The DNA Report must be completed in accordance with the Guideline prescribed by ACC from time to time.

5.5.2. Progress Report (For Long Term and Serious Injury Clients Only)

- 5.5.2.1. For Long Term Clients a Progress Report must be completed periodically during the duration of the Service.
- 5.5.2.2. The Progress Report must be sent at agreed intervals of no more than two monthly. The Progress Report must be submitted within five Business Days of this date.
- 5.5.2.3. The purpose of the Progress Report is to provide the ACC Client Service Staff with accurate information on the current status, progress and the Services the Client is receiving. This progress report will include:
 - 5.5.2.3.1. Notes on the progress toward each individual outcome as set out in the agreed Rehabilitation Plan;
 - 5.5.2.3.2. Notes on the Client's progress of the steps/strategies within each Outcome, including measures and results to date; and
 - 5.5.2.3.3. Any impact on support Services being received.

5.5.3. Variance Report

- 5.5.3.1. A Variance Report must be completed during the Service at any time that progress is not being achieved against the steps/strategies/measures outlined or if timeframes are not being met as outlined in the initial Rehabilitation Plan.
- 5.5.3.2. The Variance Report must be submitted on the template specified by ACC from time to time. The Variance Report must be completed in accordance with the Operational Guidelines.

5.5.4. Rehabilitation Completion Report

- 5.5.4.1. A Rehabilitation Completion Report must be completed at the end of the Services. The Report must be submitted within 10 Business Days of the completion of the Rehabilitation.
- 5.5.4.2. The purpose of the Rehabilitation Completion Report is to inform ACC of the achievement of the agreed Rehabilitation outcomes and goals as set out in the Rehabilitation Plan.
- 5.5.4.3. The Rehabilitation Completion Report is to be submitted on the template specified by ACC from time to time. The Rehabilitation Completion Report must be completed in accordance with the Operational Guidelines.

5.6. Liaison with Other Providers

- 5.6.1. Liaison should be appropriate and could include but is not limited to:
 - 5.6.1.1. Case conference(s); and
 - 5.6.1.2. Teleconference(s)

Case Conference:

- 5.6.2. Where the Key Worker and/or Attending Rehabilitation Professional considers that liaison in addition to expected liaison is required, the Key Worker and/or Attending Rehabilitation Professional may, subject to sub clause 5.7.2 liaise with ACC, the Client's General Practitioner and/or other providers e.g. rehabilitation, treatment, educational, vocational, including, when appropriate, co-ordinated case discussions on the care of the Client ("Case Conference");
- 5.6.3. A Case Conference may be held if ACC has given its prior approval and must;
 - 5.6.3.1. Include all relevant service providers; and
 - 5.6.3.2. Discuss progress and address rehabilitation barriers and plan for ongoing management; and
 - 5.6.3.3. Not exceed one hour.

5.7. Relationship with Home and Community Support Services

- 5.7.1. The Supplier will have a demonstrated operational relationship with any Home and Community Support Services Suppliers providing home and community based support services to Clients who are receiving Training for Independence Services.
- 5.7.2. The Supplier will follow the relationship protocol as described in the Operational Guidelines.

6. SERVICE EXIT

- 6.1. The service is complete for a Client when:
 - 6.1.1. The Client's agreed goals are met and ACC is satisfied with the Rehabilitation Completion Report; or
 - 6.1.2. The Client has withdrawn from the Service; or
 - 6.1.3. ACC has withdrawn the Client from the Service; or
 - 6.1.4. The Supplier has withdrawn Services with ACC's approval: or
 - 6.1.5. All agreed Services have been delivered.
 - 6.1.6. The Supplier will provide copies of all information pertaining to the Client's Services to ACC on request.

7. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 7.1. Service Quality
 - 7.1.1. The Supplier will perform the Services in accordance with the Training for Independence Services Operational Guidelines
- 7.2. Staffing Requirements
 - 7.2.1. All attending Rehabilitation Professionals providing Services must maintain registration with the appropriate responsible authority under the Health Practitioners Competency Assurance Act 2003.

7.3. The Supplier must establish and maintain an interdisciplinary team of staffing comprising:

- 7.3.1. Registered Psychologist; and
- 7.3.2. Registered Nurse; and
- 7.3.3. Occupational Therapist; and
- 7.3.4. Physiotherapist; and
- 7.3.5. Speech Language Therapist; and
- 7.3.6. Counsellor; and
- 7.3.7. Dietician; and
- 7.3.8. Social Worker.

Each member of the interdisciplinary team must meet the following requirements:

Table 1 – Provider Competencies and Qualifications

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist; ▪ Registered Nurse; ▪ Occupational Therapist; ▪ Physiotherapist; ▪ Speech Language Therapist; ▪ Counsellor; ▪ Dietician; ▪ Social Worker. 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors; or ▪ Membership with Aotearoa New Zealand Association of Social Workers (ANZASW) for Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Children and Young People conditions over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a full time caseload (this expertise may be gained concurrently); and ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Children and Young People and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face clinical supervision of at least once a month and as required by

Staffing Type	Competencies/qualifications
	professional body and the HPCA Act

- 7.4. The Supplier may utilise Rehabilitation Professionals who do not meet the criteria in Part B, Clause 7.3, who will work under supervision from a Rehabilitation Professional who meets this criteria, provided that the Rehabilitation Professional being supervised meets the following criteria (as applicable for the rehabilitation professional):

Table 2 – Provider Competencies and Qualifications under Supervision

Staffing Type	Competencies/qualifications
<ul style="list-style-type: none"> ▪ Registered Psychologist ▪ Registered Nurse ▪ Occupational Therapist ▪ Physiotherapist ▪ Speech Language Therapist ▪ Counsellor ▪ Dietician ▪ Social Worker 	<ul style="list-style-type: none"> ▪ A current annual practising certificate from the relevant registering authority for Registered Psychologist, Registered Nurse, Occupational Therapist, Physiotherapist and Dietician; or ▪ Registration with ACC as a counsellor under regulations for mental injury caused by physical injury for Counsellors and Social Workers; or ▪ Membership with the New Zealand Speech Language Therapists Association for Speech Language Therapists. <p>And:</p> <ul style="list-style-type: none"> ▪ Ongoing Attendance at appropriate post-graduate training courses/conferences relevant to Children and Young People , and community based rehabilitation of a minimum of two days per year; and ▪ Regular face to face supervision of at least once a month, provided by a rehabilitation professional that meets the requirements under Part B clause 7.2.2 and as required by the HPCA Act and professional body. <p>And be working towards:</p> <ul style="list-style-type: none"> ▪ Demonstrated post-graduate clinical expertise working in rehabilitation of Children and Young People conditions, over three years where this group make up equivalent to a minimum of 50% of a full time caseload; and ▪ Demonstrated post-graduate expertise in community based rehabilitation, over three years where this makes up equivalent to a minimum of 50% of a

Staffing Type	Competencies/qualifications
	full time caseload (this expertise may be gained concurrently).

7.5. Rehabilitation Coaches

7.5.1. Rehabilitation coaches may be used with prior approval from ACC if they can provide expertise aiding the Client’s rehabilitation provided the Services cannot be provided by a Rehabilitation Professional. A Rehabilitation Coach must:

- 7.5.1.1. Be an expert within their field and be required for a specified and agreed area of Client’s needs; or
- 7.5.1.2. Have experience in the relevant area required and agreed as a part of a Training for Independence Rehabilitation Plan; and
- 7.5.1.3. Have regular documented supervision from a Rehabilitation Professional; and
- 7.5.1.4. Undertake ongoing training in the area of expertise and/or rehabilitation; and
- 7.5.1.5. Hold and maintain professional body membership where such a body exists for the relevant profession.

7.6. Key Worker

7.6.1. For each Client receiving Training for Independence Services from two or more disciplines, the Supplier shall nominate one of the Attending Rehabilitation Professionals as the Key Worker. The Key Worker will work with the Client, family, their other supports including Support Workers, other Service Providers, ACC and team for the duration of the Training for Independence Programme. The Key Worker will act as the primary contact for the Client, family and ACC. Other primary responsibilities of the Key Worker are:

- 7.6.1.1. Liaison with ACC;
- 7.6.1.2. Coordination of Training for Independence Services provided to the Client;
- 7.6.1.3. Coordination of interdisciplinary team in setting goals and reporting on progress and milestones;
- 7.6.1.4. Ensuring that the Services provided to the Client comply with this Service Schedule and the Training for Independence Services Operational Guideline;
- 7.6.1.5. Any administrative matters that would normally be required when undertaking provision of the Services and which will allow the Supplier to monitor the quality of the Service provided;
- 7.6.1.6. Coordination of completion of the Training for Independence Rehabilitation Plan, Completion Report and any Progress and Variance Reports;
- 7.6.1.7. Ensuring timeframes are met and reports are completed accurately;
- 7.6.1.8. Monitoring Client satisfaction;
- 7.6.1.9. Managing relationships with other providers of services to the Client for consistency and efficacy of rehabilitation;
- 7.6.1.10. Notifying the Client’s ACC Client Service Staff within one Business Day of any non-attendance;
- 7.6.1.11. Making any phone calls, completing any administration tasks and non-Client contact tasks as required to ensure the Services are delivered successfully to the Client; and
- 7.6.1.12. Monitoring the Client and notifying ACC of any issues or concerns, and recommending other Services such as psychological Services or advocacy the Client may require.

7.7. Inter-disciplinary Team

7.7.1. The Supplier must ensure that the range of Rehabilitation Professionals, by discipline, is maintained during the Term as at the Start Date. Note that this does not require that the same person is required, but that a person with the same disciplines and vocational classification registration is engaged by the Supplier.

7.7.2. Significant changes to the range of Rehabilitation Professionals available may be considered a breach of this contract and ACC may terminate the term of this contract immediately, or issue the Supplier with a Notice of Breach in accordance with the Standard Terms and Conditions.

7.8. Service Timeframes/Timelines

7.8.1. The Supplier will meet the following timeframes in delivering the Services:

Table 3 – Timeframes

Requirement	Applicable Timeframe
Notify ACC that they accept or decline a referral	Within three Business Days of receiving the Referral
Make contact with Client	Within three Business Days of accepting the Referral
Meet with the Client	Within three business days of contacting the Client
Complete and submit a Rehabilitation Plan to ACC	Within 10 Business Days of meeting with the Client
Notify ACC when a Client does not attend appointment	Within one Business Day of any non-attendance
Deliver Services	Within a period of: up to three months from the date of acceptance of referral for non Serious Injury Clients up to six months from the date of acceptance of referral for Long Term Clients
Progress Report for Long Term Clients	At mid point of service delivery and within five Business Days of agreed date
Submit Variance Report	When variation occurs
Submit Completion Report	Within 10 days of completing the Service

7.9. If the supplier is unable to meet the timeframes outlined above, the Supplier will contact ACC to negotiate an alternative timeframe.

8. EXCLUSIONS

- 8.1. The following Services are excluded from Training for Independence Services:
- 8.1.1. Single discipline Psychological Services;
 - 8.1.2. Single discipline Counselling services;
 - 8.1.3. Vocational Rehabilitation Services;
 - 8.1.4. Recreation activities;
 - 8.1.5. Treatment Services;
 - 8.1.6. Advocacy on behalf of clients for or with any agency;
 - 8.1.7. Membership fees for any club or organisation including Gym Memberships;
 - 8.1.8. Any Services for a Client who does not meet the relevant eligibility criteria;
 - 8.1.9. Social Rehabilitation Assessments;
 - 8.1.10. Pain Management Assessments and Services;
 - 8.1.11. Provision of Home and Community Support Services;
 - 8.1.12. Supported Living;
 - 8.1.13. Supported Employment;
 - 8.1.14. Maximum Abilities Group Programme / Supported Activities;
 - 8.1.15. Assessment of treatment needs;
 - 8.1.16. ACC funded rehabilitation in a residential rehabilitation facility.

9. LINKAGES

- 9.1. The supplier will provide all necessary, appropriate and reasonable cooperation and assistance to ACC and related service providers.
- 9.2. The Supplier will demonstrate maintenance of effective links and operating relationships with:
- 9.2.1. ACC;
 - 9.2.2. The Clients family/whanau and care/support team as appropriate;
 - 9.2.3. Providers of other services to the Client including Supported Employment, Supported Living and General Practitioner where necessary;
 - 9.2.4. Community organisations involved with the Client;
 - 9.2.5. Educational institutions and organisations.
- 9.3. The Supplier will ensure that linkages are maintained with the required services to ensure that Clients experience seamless transitions between related services and concurrent services are appropriately co-ordinated to achieve required outcomes, such as:
- 9.3.1. Drug & Alcohol services;
 - 9.3.2. Mental health services;
 - 9.3.3. Education sector;
 - 9.3.4. Maori health providers;
 - 9.3.5. Other appropriate ethnic and cultural groups;
 - 9.3.6. Government departments and agencies such as Police, Work and Income, Ministry of Social Development, Housing NZ, Ministry of Health, Ministry of Justice;
 - 9.3.7. Disability consumer groups such as the Brain Injury Association of New Zealand (BIANZ);
 - 9.3.8. Community based rehabilitation providers e.g. Stay at Work, Training for Independence Services.

10. PERFORMANCE REQUIREMENTS

10.1. The Supplier's performance will be measured on the relevant performance requirements outlined in the Training for Independence Operational Guidelines below:

10.1.1. The Supplier will meet all performance targets as set out in the objectives in Part B, Clause 2.1 of this service schedule.

10.2. The performance requirements for the Services as outlined in the service monitoring plan are:

10.2.1. Clients receive the Services within the timeframes as set;

10.2.2. Reduction of a Client's need for further rehabilitation and other ACC funded Services such as Home and Community Support Services;

10.2.3. Prevention of secondary injury as can be determined from reports on any preventable injuries or deterioration such as pressure areas or other secondary injury;

10.2.4. Clients' goals are met as measured by standardised tools determined by ACC from time to time such as AusTOMs;

10.2.5. Reasonable costs that are comparable to costs for similar Client groups when provided by other Suppliers and as measured by ACC;

10.2.6. Clients are able to access cultural support when they need it as measured through quarterly monitoring reports and Client satisfaction surveys (completed and submitted to ACC by the Supplier at least once per year) or ad hoc feedback;

10.2.7. Clients are satisfied with the service that they have received from the Supplier as evidenced by Satisfaction Surveys carried out by the Supplier at least once every year or on a more regular basis as determined by ACC from time to time.

10.3. Results Based Accountability

10.3.1. We agree to mutually develop a set of Performance Measures that will align with a Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent initial key service areas that ACC and the Supplier will monitor to help assess service delivery. It is anticipated the Performance Measures will evolve over time to reflect our collective priorities.

Table 4 – Performance Measures

RBA	Performance Area	Performance Measure	Target	Report
How Well	Service Delivery	Clients rehabilitation programme completed are within the initial plan.	85%	1 & 2
		No further TI or community rehabilitation services within six months for the same claim.	85%	1
		Services completed within contractual timelines.	95%	1 & 2
		Clients sustaining, preventative injuries or deterioration during the rehabilitation programme.	2%	2
	Service Delivery Cost	The average/median cost per claim will reflect the service average/median	85%	2

RBA	Performance Area	Performance Measure	Target	Report
Better Off	2.1.1	Client with an increase in function	98%	2
	2.1.3	Client satisfaction with the Supplier	95%	3

11. REPORTING REQUIREMENTS

- 11.1. The performance monitoring process is described in detail in the Training for Independence Operational Guidelines.
- 11.2. This Service Schedule requires the Supplier and the Services provided to be measured against a number of contract reporting and monitoring measures. The purpose is to monitor progress and quality of Service delivery under this Agreement by the comparison against expected performance.
- 11.3. The following reports will be provided:

Table 5 – Performance Reporting (Data Sources)

Report Type	No.	Description	Provided By	Frequency
ACC Service Outcome and Performance Report	1	Extract from the ACC payments system summarised to measure outcome and performance.	ACC	Twice a year
Client level Discharge Report (<i>clause 11.3</i>)	2	MS Excel spread sheet template specified the minimum content.	Supplier	Annual
Supplier Service Report	3	Word document with ACC having specified the minimum content.	Supplier	Annual

- 11.4. The Supplier will submit client level discharge data to ACC every six months via an electronic MS Excel spread sheet in the reporting template provided and in accordance with the following schedule:

Table 6 – Service Reporting and Performance Timeframes

Period Start	Period Finish	Data Submitted by	Summarised By
1 July	31 December	31 January	ACC will produce summarised reports when the data is sufficient for robust statistical analysis
1 January	30 June	31 July	

- 11.5. ACC will issue Suppliers with an electronic template for the collection of Client data.
- 11.6. ACC will analyse the data provided by the Supplier and compare this with information submitted by all contracted Suppliers for this Service.
- 11.7. ACC will distribute a report at least annually that summarises and compares Supplier results in an anonymised form.

- 11.8. The Supplier must submit a six-monthly service report that accurately reflects the Services provided to enable robust measurement of performance against these requirements. The Supplier must use the template provided by ACC.
- 11.9. Additional ad hoc reporting may be reasonably requested by ACC.

12. DEFINITIONS AND INTERPRETATION

12.1. In this Service Schedule, unless the context otherwise requires:

“Attending Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is providing Services to an ACC Client either as a single discipline or as part of a multi-disciplinary team;

“ACC Client Services Staff” means the Case Manager, Support Coordinator, or Service Coordinator engaged by ACC to manage the claim for the Client for the purposes of the AC Act or the person who from time to time is the claims manager in relation to the Client’s entitlements and may also include other authorised ACC personnel;

“Client Level Discharge Report” means an Excel Spreadsheet provided by ACC that collects individual client data relating to performance and outcome results that is used to determine Supplier Performance. It is a Service or System Report as it presents information about many Clients;

“Functional” means the capacity to function or being able to perform all body functions, activities and participation;

“Geographical Location” means Statistics New Zealand defined Territorial Authority (TLA);

“Operational Guidelines” is the document produced by ACC from time-to-time to reflect the processes and procedures that should be followed in support of this Service;

“Independence” in relation to social rehabilitation, includes the capacity to function in the following areas:

- (a) Communication
- (b) Domestic activities
- (c) Educational participation
- (d) Financial management
- (e) Healthcare
- (f) Hygiene care
- (g) Mobility
- (h) Motivation
- (i) Safety management
- (j) Sexuality
- (k) Cognitive tasks of daily living, such as orientation, planning and task completion
- (l) Use of transport

“Interdisciplinary Team” means a team consisting of practitioners from different professions who share common client goals and have responsibility for complementary tasks;

“Key Worker” means a Rehabilitation Professional who meets the required criteria who will work with the Client, family, other service Providers, ACC and team for the duration of the Training for Independence Services programme in accordance with this Service Schedule;

“Long Term Client ” means a Client who as a result of their covered injury, have a significant impairment or disability and require substantial support;

“MRES” means Managed Rehabilitation Equipment Service. This is a separate ACC contract for the provision and management of rehabilitation equipment;

“Rehabilitation” means a process of active change and support with the goal of restoring, to the extent provided under section 70, a Client’s health, independence, and participation; and comprises treatment, social rehabilitation, and vocational rehabilitation (Section 6, AC Act);

“Rehabilitation Coach” means a person who meets the criteria set out in Part B, clause 7.5 of this Service Schedule;

“Rehabilitation Professional” means a registered psychologist, registered nurse, occupational therapist, physiotherapist, speech language therapist, psychologist/counsellor, dietician or social worker who is registered with ACC under an appropriate vocational classification;

“Serious Injury Client” means a Client of ACC’s Serious Injury Service. Entry into the Serious Injury Service is based on specific criteria, ie a spinal cord injury with associated ASIA score for spinal cord injured Clients, and clinical scores confirming severity of injury for Clients with a Adults with a Traumatic Brain Injury, or Clients with a comparable diagnosis;

“Service Commencement” is when the Supplier commences to provide Services to a particular Client under their contract with ACC, according to the criteria outlined in the contract;

“Supervision” is when a rehabilitation professional or practitioner meets regularly with another professional, not necessarily more senior, but normally with training in the skills of supervision, to discuss casework and other professional issues in a structured way. The purpose is to assist the practitioner to learn from his or her experience and progress in expertise, as well as to ensure good service to the Client or patient;

“Support Worker” means a Service Provider under Home Based Rehabilitation Services who is completing service items relating to attendant care or support for Client training Rehabilitation for Training for Independence Services;

“Vocational Rehabilitation” means providing rehabilitation Services to help a Client to, as appropriate, maintain or obtain employment or regain or acquire vocational independence, and includes the provision of activities for the purpose of maintaining or obtaining employment that is suitable for the Client and appropriate for their levels of training and experience;

“Variance Report” means a report submitted to ACC by the Supplier when variation occurs detailing; the specific outcome and steps/strategies where progress is not being made, reasons for the lack of progress or variance, actions being taken or to be taken to resolve the variance, and implications of the variance.

Service type	Auckland DHB	Waitemata DHB	Status of contract
	Period Contract held from 2012	Period Contract held from 2012	
Active Rehabilitation Services		2012 to 2013	Service ceased in October 2014
Activity Focused Programmes	2012 to 2016		Service ceased in December 2016
Alcohol & Other Drug Services		2012 to 2014	Service ceased in August 2014
Child Care Service	2012		Service ceased in November 2012
Clinical Psychiatric Services	2012 to present		current
Clinical Services	2012 to present	2012 to present	current
Community (Homebased) Nursing Services	2012	2012	Service ceased in November 2012
Community and Residential Rehab	2012 to present		Current
Comprehensive Pain Assessment Services	2012 to 2016		Service ceased in December 2016
Education Based Rehabilitation Assessment		2012 to present	current
Elective Surgery	2012 to present	2012 to present	current
Functional Reactivation Programme Services	2012 to 2016	2012 to 2013	Service ceased in December 2016
High Tech Imaging	2012 to present	2012 to present	Current
Home & Community Support Service Non Serious & Serious Injury	2012		Service ceased in November 2012
Hyperbaric Oxygen Therapy Services		2012 to present	Current
Interventional Pain Management Services	2012 to 2016		Service ceased in December 2016
Multidisciplinary Pain Programme	2012 to 2016		Service ceased in December 2016
Non Acute Inpatient Rehabilitation Services	2012 to present	2012 to present	current
Nursing Service	2012 to present		current

Pain Disability Prevention Programme	2012 to 2017		Service ceased in March 2017
Pain Management Psychological Services	2012 to 2017		Service ceased in March 2017
Pain Management Service	New (issued in 2016)		current
Physical Fitness for Work and Independence	2012	2012	Service ceased in September 2012
Physiotherapy Services	2012 to present		Current
Progressive Goal Attainment Programme (PGAP)	2012 to 2017	2012 to 2013	Service ceased in March 2017
Psychological Services	2012 to present		current
Sexual Abuse Assessment and Treatment Service - SAATS	2012 to present		current
Social Rehabilitation - Single Discipline		2012 to present	current
Social Rehabilitation - Specialised Housing		2012 to present	current
Social Rehabilitation - Specialised Wheelchair and Seating		2012 to present	current
Specialist Paediatric & Adolescent Rehabilitation Service	New (issued in 2016)		Current
Support Needs Assessment		2012 to present	Current
TI - Adults with other injuries	2012 to present		current
TI - Adults with TBI	2012 to present		current
TI - Advisory Service	2012 to present		current
TI - Children and Young People		2012 to present	current