



# SERVICE SCHEDULE FOR HOME AND COMMUNITY SUPPORT MAXIMISE INDEPENDENCE SERVICES

CONTRACT NO: \_\_\_\_\_

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## A. QUICK REFERENCE INFORMATION

### 1. TERM FOR PROVIDING HOME AND COMMUNITY SUPPORT SERVICES

- 1.1. The Term for the provision of Home and Community Support Maximise Independence Services (HCMI) is the period from 1 March 2024 (Start Date) until the close of 29 February 2028 (End Date) or such earlier date upon which the period is lawfully terminated or cancelled.
- 1.2. Prior to the End Date, the Parties may agree in writing to extend the Term of this Service Schedule for one final term of 12 months. Any decision to extend the Term or any part of the Term, will be based on:
  - 1.2.1. the Parties agreeing on the extension, in writing prior to the End Date; and
  - 1.2.2. ACC being satisfied with the Supplier's performance and delivery of the Services; and
  - 1.2.3. all other provisions of this Service Schedule either continuing to apply during such extended Term(s) or being renegotiated to the satisfaction of both Parties.
- 1.3. There is no obligation on the part of ACC to extend the Term of this Service Schedule, even if the Supplier has satisfactorily performed all the Services.

### 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 3)

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

**Table 1 - Service Items and Prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCS30	Support Hours – Standard (Level 1)	Services described in Part B, clause 4.1.1 for a Client who meets the service commencement criteria set out in Part B, clause 7.1.  Prior approval is required.	\$46.16	Per hour
HCS31	Support Hours – Complex (Level 3)	Services described in Part B, clause 4.1.2 for a Client who meets the service commencement criteria set out in Part B, clause 7.1.  Prior approval required.	\$48.82	Per hour
HCS35	Set Up Fee	To cover costs associated with set-up of Services for a new Claim. This includes, but is not limited to, the initial Home visit(s), documentation, arranging staff, administration and coordination of Services.  No prior approval required.	\$139.46	Flat fee (one per claim)
HCS36	Maintenance Fee	An annual fee billable at the 12 month anniversary of Services starting. To cover the cost of review, arranging staff, administration and coordination of Services.  No prior approval required.	\$139.46	Flat fee (one per annum that the Client is in the Service)
HCS16	Case Conference Fee	Supplier attendance at case conference meetings in accordance with Part B, clause 8.3.1.1. All other associated costs are part of the overhead built into the price of other Service Items.  Prior approval required.	\$139.46	Per hour

Note: All Prices stated above are inclusive of overhead costs such as annual leave, orientation and training, supervision, coordination of Services and Kiwi Saver.

**Table 2 – Associated Services – Service Items and Prices**

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
HCS40	Child Care	<p>Services described in Part B, clause 4.1.3 for a Client who meets the service commencement criteria set out in Part B, clause 7.1.</p> <p>Price is inclusive of all overhead costs of Service delivery costs such as annual leave, orientation and training, supervision, coordination of Services and Kiwi Saver.</p> <p>Prior approval required.</p>	\$46.16	Per hour
HCS45	Overnight Care	<p>Services described in Part B, clauses 4.1.4 for a client who meets the service commencement criteria set out in Part B, clause 7.1.</p> <p>Price is inclusive of all overhead costs such as annual leave, orientation and training, supervision, coordination of Services, public holiday supplement and Kiwi Saver.</p> <p>Prior approval required.</p>	\$271.26	Per night
PHS7	Holiday Supplement – Standard Support Hours	<p>Payment in addition to Service Items HCS30, HCS40 where Services are delivered on a public holiday.</p> <p>Rate equivalent to 50% of HCS30 and HCS40.</p> <p>No prior approval required.</p>	\$23.08	Per hour
PHS8	Holiday Supplement – Complex Support Hours	<p>Payment in addition to Service Item HCS31 where Services are delivered on a public holiday.</p> <p>Rate equivalent to 50% of HCS31.</p> <p>No prior approval required.</p>	\$24.41	Per hour

**Table 3 – Travel Pricing for Support Worker Services**

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
HCSTT11	Travel Level 1	Time: Payment for travel time to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with Service Item HCSTDI1.  Applicable for Support Workers who are qualified at Level 1 or below.	\$4.47	One payment per visit
HCSTT12	Travel Level 2	Time: Payment for travel time to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with Service Item HCSTDI1.  Applicable for Support Workers who are qualified at Level 2.	\$4.78	One payment per visit
HCSTT13	Travel Level 3	Time: Payment for travel time to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with Service Item HCSTDI1.  Applicable for Support Workers who are qualified at Level 3.	\$5.19	One payment per visit
HCSTT14	Travel Level 4A	Time: Payment for travel time to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with Service Item HCSTDI1.  Applicable for Support Workers who are qualified at Level 4A.	\$5.39	One payment per visit
HCSTT15	Travel Level 4B	Time: Payment for travel time to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with Service Item HCSTDI1.  Applicable for Support Workers who are qualified at Level 4B or above.	\$5.59	One payment per visit
HCSTDI1	Travel Distance	Payment for travel distance to a Client that is less than or equal to a total of 15kms (one way). To be paid in conjunction with the appropriate travel time code.	\$4.51	One payment per visit

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
HCSTT21	Exceptional Travel Time: Level 1	Travel time to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute.	\$31.50	Per hour (pro-rated to the minute)
		Applicable for Support Workers who are qualified at Level 1 or below.		
HCSTT22	Exceptional Travel Time: Level 2	Travel time to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute.	\$33.67	Per hour (pro-rated to the minute)
		Applicable for Support Workers who are qualified at Level 2.		
HCSTT23	Exceptional Travel Time: Level 3	Travel time to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute.	\$36.61	Per hour (pro-rated to the minute)
		Applicable for Support Workers who are qualified at Level 3.		
HCSTT24	Exceptional Travel Time: Level 4A	Travel time to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute.	\$38.08	Per hour (pro-rated to the minute)
		Applicable for Support Workers who are qualified at Level 4A.		
HCSTT25	Exceptional Travel Time: Level 4B	Travel time to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute.	\$39.53	Per hour (pro-rated to the minute)
		Applicable for Support Workers who are qualified at Level 4B or above.		
HCSTD20	Exceptional Travel Distance	Travel distance to be billed where travel to a Client exceeds 15kms (one way) based on actual distance between start of travel and the Client.	\$0.70	Per km

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
PHTT11	Public Holiday Travel Level 1	Payment for travel time to a Client that is less than or equal to a total of 15kms (one way) on a public holiday. (Note: Service Item HCSTT11 is not payable when this Service Item is payable).	\$6.71	One payment per visit
Applicable for Support Workers who are qualified at Level 1 or below.				
PHTT12	Public Holiday Travel Level 2	Payment for travel time to a Client that is less than or equal to a total of 15kms (one way) on a public holiday. (Note: Service Item HCSTT12 is not payable when this Service Item is payable).	\$7.17	One payment per visit
Applicable for Support Workers who are qualified at Level 2.				
PHTT13	Public Holiday Travel Level 3	Payment for travel time to a Client that is less than or equal to a total of 15kms (one way) on a public holiday. (Note: Service Item HCSTT13 is not payable when this code is payable).	\$7.79	One payment per visit
Applicable for Support Workers who are qualified at Level 3.				
PHTT14	Public Holiday Travel Level 4A	Payment is for travel time to a Client that is less than or equal to a total of 15kms (one way) on a public holiday. (Note: Service Item HCSTT14 is not payable when this Service Item is payable).	\$8.09	One payment per visit
Applicable for Support Workers who are qualified at Level 4A.				
PHTT15	Public Holiday Travel Level 4B	Payment for travel time to a Client that is less than or equal to a total of 15kms (one way) on a public holiday. (Note: Service Item HCSTT15 is not payable when this Service Item is payable).	\$8.39	One payment per visit
Applicable for Support Workers who are qualified at Level 4B or above.				

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
PHTT21	Public Holiday Exceptional Travel Time: Level 1	Travel time to be billed where travel to a Client exceeds 15kms (one way) on a public holiday based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute. (Note: Service Item HCSTT21 is not payable when this code is payable).	\$47.25	Per hour (pro-rata to the minute)
		Applicable for Support Workers who are qualified at Level 1 or below.		
PHTT22	Public Holiday Exceptional Travel Time: Level 2	Travel time to be billed where travel to a Client exceeds 15kms (one way) on a public holiday based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute. (Note: Service Item HCSTT22 is not payable when this Service Item is payable).	\$50.51	Per hour (pro-rata to the minute)
		Applicable for Support Workers who are qualified at Level 2.		
PHTT23	Public Holiday Exceptional Travel Time: Level 3	Travel time to be billed where travel to a Client exceeds 15kms (one way) on a public holiday based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute. (Note: Service Item HCSTT23 is not payable when this Service Item is payable).	\$54.92	Per hour (pro-rata to the minute)
		Applicable for Support Workers who are qualified at Level 3.		
PHTT24	Public Holiday Exceptional Travel Time: Level 4	Travel time to be billed where travel to a Client exceeds 15kms (one way) on a public holiday based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute. (Note: Service Item HCSTT24 is not payable when this Service Item is payable).	\$57.12	Per hour (pro-rata to the minute)
		Applicable for Support Workers who are qualified at Level 4A.		

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
PHTT25	Public Holiday Exceptional Travel Time: Level 5	Travel time to be billed where travel to a Client exceeds 15kms (one way) on a public holiday based on actual distance between start of travel and the Client. Hourly rate to be pro-rated to the minute. (Note: Service Item HCSTT25 is not payable when this Service Item is payable).	\$59.30	Per hour (pro-rata to the minute)
Applicable for Support Workers who are qualified at Level 4B or above.				

Note: All claims for Support Worker travel costs must be made in accordance with the HCS Travel Guidelines provided by ACC from time to time. We will consult with you prior to issuing any new version of the HCS Travel Guidelines.

Note: Payments in the above tables are for actual service delivery and associated costs. Planned services that have not been delivered are not billable.

**Table 4 – Emergency Support for Non-Contracted Clients Service Items and Prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCS50	Emergency Support for Non-Contracted Clients - Set Up Fee	To cover costs associated with 2 staff members visiting the Client and providing the set up of Services for a new Claim. This includes, but is not limited to, the initial Home visit, documentation, arranging staff, administration and coordination of Services.	\$541.62	Flat fee (one Claim per Client)
Prior approval required.				
HCS56	Emergency Support for Non-Contracted Clients - Annual Review	To cover costs associated with 2 staff members visiting the Client and providing a review of the Emergency Support plan in years following the initial set up. This includes, but is not limited to, the initial Home visit, documentation, arranging staff, administration and coordination of Services.	\$541.62	Flat fee (one Claim per year per Client)
Prior approval required.				
HCS51	Emergency Support for Non-Contracted Clients - Support Hours – Complex	Services described in Part B, clause 4.1.7 for a Client who meets the Emergency Support for Non-Contracted Clients criteria and requires Complex Services set out in Part B, clause 4.1.2.	\$91.95	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		Services must meet the requirements set out in Part B, clause 6.3.		
		Note this is applicable for up to a two-week period only per incidence.		
HCS55	Emergency Support for Non-Contracted Clients - Overnight Care	Services provided by a non-family member who does not live in the Client's Home to provide sporadic care during the night.	\$508.05	Per night

For Table 4 – Standard public holiday supplements apply as per Table 2 and travel payments apply as per Table 3.

Note: All Prices stated above are inclusive of overhead costs such as annual leave, orientation and training, supervision, coordination of Services, and Kiwi Saver

**Table 5 – Nursing and Allied Health Service Items and Prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCSAH3	Physiotherapy Assessment and Treatment	Services described in Part B, clauses 4.1.6., 5.1.3. and 8.7.  Up to 10 sessions over a 3-month period.  Further treatment beyond this will require ACC approval.  Maximum of 32 hours in total per Claim (combined total of Service Items HCSAH3 and HCSAH4).	\$155.27	Per hour
HCSAH4	Occupational Therapy Assessment and Treatment	Services described in Part B, clauses 4.1.6., 5.1.3. and 8.7.  Up to 10 sessions over a 3-month period.  Further treatment beyond this will require ACC approval.  Maximum of 32 hours in total per Claim (combined total of Service Items HCSAH3 and HCSAH4).	\$155.27	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCSNS3	Nursing Treatment	Nursing Treatment provision for Clients delivered within three months of services commencing. Services described in Part B, clauses 4.1.5., 5.1.2., 7.2.1.9., 7.2.2. 8.2.13. and 8.6.  Not billable for general Clinical Oversight.	\$98.54	Per hour  Maximum of 22 consults over 3 months per Claim
HCSNS4	Nursing Treatment Ongoing Consultations	Nursing Treatment if ongoing nursing required and HCSNS3 has been exhausted. Services described in Part B, clauses 4.1.5., 5.1.2., 7.3.1.9., 7.3.2., 8.2.13. and 8.6.  Not billable for general Clinical Oversight.  Prior approval required.	\$98.54	Per hour  Over a 12 month period
HCSTT1	Travel Time – subsequent hours Nursing or Allied Health	Paid for return travel time after the first 30 minutes in a day in accordance with Part B, clause 17, where: <ul style="list-style-type: none"> <li>the travel is necessary; and</li> <li>the Service Provider travels via the most direct, practicable route available between their base/facility and where the Services are provided; and</li> <li>additional travel time is required after the first 30 minutes of travel.</li> </ul> <p>Note: 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>	100% of the contracted hourly rate	The first 30 minutes must be deducted from the total travel time  If travel includes more than one (1) Client (ACC and/or non-ACC) then invoicing is on a pro-rata basis
HCSTD10	Travel Distance for Nursing or Allied Health	A contribution towards travel: <ul style="list-style-type: none"> <li>for return travel via the most direct, practicable route; and</li> <li>where the return travel exceeds 20kms.</li> </ul>	\$0.82 per km	The first 20kms of travel must be deducted from the total distance travelled

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		Note: 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).		
HCSCON	High Cost Consumables	Refer to Part B, clause 8.6.8.2. for criteria.	Actual and reasonable cost	Per item, per visit as approved by your Clinical Nursing Director

**Table 6 – Emergency wellbeing check service items and prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCSET	Emergency Well Being Check (Telehealth)	<p>Telehealth response during declared Civil Defense emergencies and pandemics.</p> <p>To cover the cost of contacting vulnerable Clients to ensure they are safe while cares are disrupted as a result of an emergency.</p> <p>This is not for the purpose of covering lost revenue.</p>	\$46.16	Per hour where telehealth services were delivered in place of in person delivery (up to a maximum of 3 hours per week)

#### 4. PRICE REVIEW

4.1. 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:

- 4.1.1 general inflation;
- 4.1.2. changes in service component costs; or
- 4.1.3 substantial changes in the market.

4.2. If ACC undertakes a price review it will decide at its sole discretion:

- 4.2.1. that the factors considered have not had a significant impact on price, and the prices will remain unchanged.

- 4.2.2. to increase prices for certain Service Items and/or package funding. ACC will give notice to the Supplier of the price increase in accordance with clause 4.2 of the Standard Terms and Conditions.
- 4.2.3. to reduce or modify prices for certain Service Items and/or package funding. Any reduction in prices must be agreed by a variation.

**5. RELATIONSHIP MANAGEMENT (STANDARD TERMS AND CONDITIONS, CLAUSE 11)**

**Table 7 - Relationship Management**

<b>Level</b>	<b>ACC</b>	<b>Supplier</b>
Client	Recovery Team/Recovery Team Member	Individual staff or operational contact
Relationship performance management	and Engagement Performance Manager	& Operational contact/National Manager
Service Management	Portfolio Team or equivalent	National Manager

**6. ADDRESSES FOR NOTICES (STANDARD TERMS AND CONDITIONS, CLAUSE 23)**

**NOTICES FOR ACC TO:**

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

**NOTICES FOR SUPPLIER TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(for deliveries)

(for mail)

Marked: "Attention: \_\_\_\_\_, \_\_\_\_\_"

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

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## **B. SERVICE SPECIFICATIONS FOR HOME AND COMMUNITY SUPPORT MAXIMISE INDEPENDENCE SERVICES (HCMI)**

### **1. PURPOSE**

- 1.1 The purpose of the Home and Community Support Maximise Independence Services (HCMI) contract is to provide specialised high quality, flexible Home and community support services to Clients who have sustained a personal injury and are assessed as needing this service.
- 1.2 The Service will:
  - 1.2.1 provide reliable supports, at the right time, that minimise disruption or delay to the Client;
  - 1.1.1 promote rehabilitation and injury prevention and encourage the Client's autonomy and self-determination;
  - 1.1.2 enable the Client to improve and/or maintain function, activity and participation in their home and community;
  - 1.1.3 adopt a holistic, Person-Centered Approach, with the Client, their whānau/family and other treatment and rehabilitation service providers to ensure an integrated service experience; and
  - 1.1.4 develop an Individual Support Plan (ISP) in partnership with the Client and their whānau/family based on their assessed clinical needs, Goals, and aspirations.

### **2. SERVICE OBJECTIVES**

- 2.1 ACC will measure the success of this Service based on the following objectives:
  - 2.1.1 Service delivery is safe, efficient and effective and the available Support Hours are used economically and creatively, ensuring minimum impacts on the daily life of the Client;
  - 2.1.2 Clients are supported to meet their Goals by using alternative resources to paid assistance, where reasonable, including natural and other community supports;
  - 2.1.3 technological and environmental alternatives are promoted as alternatives to direct assistance where they are cost effective and support the Client's long-term independence;
  - 2.1.4 Service delivery is responsive to the Client's specific and unique needs, including their physical, social, cultural and emotional needs;

- 2.1.5 Clients are supported to participate in their community at a level to be agreed between the Client, whānau/family and ACC;
- 2.1.6 Client feedback about the Service is responded to in a timely way and to the Client's satisfaction;
- 2.1.7 health promotion and injury prevention to target risk factors is provided, (e.g. falls prevention and pressure injury prevention) to support the Client to maximise safe physical mobility with the aim of reducing the likelihood of falls and additional injury; and
- 2.1.8 the Supplier has worked in partnership with the wider health system to achieve the best Outcomes for Clients and provide a seamless continuum of support. This includes developing links and cooperative working arrangements with ACC and other services, including primary care services, specialist health services and voluntary support agencies.

### **3. SERVICE LOCATION AND SPECIFIED AREA (PART A, CLAUSE 2)**

- 3.1 The Service will be provided to Clients who live in the geographical areas specified in Part A, clause 2.
- 3.2 Services will be provided in the Client's Home, workplace or other appropriate community location that supports the Client to address their identified Goals and assessed needs.

### **4. SERVICE COMPONENTS**

- 4.1 These Services comprise of the following service components:
  - 4.1.1 Standard Support – Attendant care and Home management
    - 4.1.1.1 Attendant care and Home management support for Clients who will require support to maximise their independence.
    - 4.1.1.2 Standard Support Hours will be allocated by ACC and can be delivered according to the Client's assessed level of clinical need.
  - 4.1.2 Complex Support – Attendant care and/or complex medical support needs
    - 4.1.2.1 Complex Support hours are allocated by ACC Recovery Team members following a Support Needs Assessment.
    - 4.1.2.2 Complex Support hours are allocated to Clients with challenging behaviours and/or complex medical support needs.

- 4.1.3 Childcare Service
  - 4.1.3.1 For Clients unable to care for their Child/Children due to their injury.
  - 4.1.3.2 ACC and Suppliers must consider whether family/whānau members or other Natural Supports can reasonably be expected to provide Childcare for Clients.
- 4.1.4 Overnight Care
  - 4.1.4.1 Care for Clients who require overnight support on a sporadic basis that is considered to be above and beyond reasonable Natural Support.
  - 4.1.4.2 The need for overnight support is identified through an assessment which will consider the Natural Supports available within the Client's Home.
  - 4.1.4.3 ACC will approve support based on the most appropriate response for each individual Client's need and situation.
- 4.1.5 Nursing Treatment
  - 4.1.5.1 Quality, evidence-based Nursing Treatment for injury related needs may be delivered when HCMI is the most clinically appropriate service to meet the Client's need and the Supplier has the appropriate staff.
  - 4.1.5.2 Nursing Treatment, when used, must:
    - 4.1.5.2.1 be related to the injury under which this Service has been approved;
    - 4.1.5.2.2 be cost effective and integrated with the delivery of other support services, as appropriate;
    - 4.1.5.2.3 be aimed at promoting the Clients' independence and reducing risk of injury;
    - 4.1.5.2.4 be provided in-person by a Registered Nurse or Nurse Practitioner. Subsequent treatment can be delivered by a Registered Nurse or Enrolled Nurse working under the direction and delegation of an appropriately qualified Registered Nurse; and

4.1.5.2.5 provide education, support and rehabilitation to restore Clients' independence and increase their ability to participate in the wider community.

#### 4.1.6 Allied Health Support

4.1.6.1 Quality evidence-based Allied Health Support for injury related needs may be delivered when HCMI is the most clinically appropriate service to meet the Client's need, and the Supplier has the appropriate staff.

4.1.6.2 Allied Health Support includes Physiotherapy and Occupational Therapy only.

4.1.6.3 Allied Health Support must:

4.1.6.3.1 be aimed at promoting the Client's independence and reducing the risk of injury;

4.1.6.3.2 be cost effective and integrated with the delivery of Standard Support or Complex Support;

4.1.6.3.3 provide education, support and rehabilitation to restore the Client's independence and increase their ability to participate in the wider community; and

4.1.6.3.4 provide supervision of the Support Worker team to enable them to support Clients in achieving their Goals more efficiently and in a restorative way.

#### 4.1.7 Emergency Support for Non-Contracted Clients

4.1.7.1 Emergency Support for Non-Contracted Clients is a separate component of the Home and Community Support Service. It is exclusively a back-up service for *non-contracted* Home and community care during exceptional circumstances.

4.1.7.2 The Supplier will provide a contingency plan for attendant care and Home management support upon ACC referral.

4.1.7.3 The Supplier will provide attendant care and Home management support to ensure safety of the Client in line with the agreed contingency plan, when:

4.1.7.3.1 the Client engages Support Workers directly via non-contracted service arrangements;

- 4.1.7.3.2 the Client's normal Support Workers are unavailable at short notice;
- 4.1.7.3.3 the Client is unable to engage another Support Worker directly; and
- 4.1.7.3.4 there is no other natural support available.
- 4.1.7.4 Clients who receive Standard Support or Complex Supports in accordance with this Contract are not eligible for Emergency Support for Non-Contracted Clients.

## **5. SERVICE ELIGIBILITY**

### **5.1 Service Eligibility**

- 5.1.1 This Service is for a Client who has been assessed by ACC as being eligible for Home and Community Support – Maximise Independence and is referred to the Supplier in accordance with clause 6.1. of this Service Schedule.
- 5.1.2 A Client may be eligible for Nursing Treatment in addition to Standard Support or Complex Support when:
  - 5.1.2.1 the Client has an injury-related need that cannot be reasonably managed by their General Practice Team (GP);
  - 5.1.2.2 the Client is physically unable or unsafe to attend their GP;
  - 5.1.2.3 the Client requires service provision outside the opening hours of their GP ; and/or
  - 5.1.2.4 the GP consider the injury complexity is best managed outside of their services.
- 5.1.3 A Client may be eligible for Allied Health Support in addition to Standard or Complex Support when the Client:
  - 5.1.3.1 requires either Occupational Therapy or Physiotherapy to work alongside Support Workers to support improved Client Outcomes as they relate to regaining independence in the Home; and
  - 5.1.3.2 is not receiving services under any ACC rehabilitation programme for the same need; and
  - 5.1.3.3 is not receiving similar services for the same need from a publicly funded programme (e.g. Health New Zealand - Te Whatu Ora outpatient service).

## **6. REFERRAL AND ACCEPTANCE**

### **6.1 Referral Process**

6.1.1 ACC will refer a Client requiring Home and Community Support - Maximise Independence to the Supplier by sending a referral form.

6.1.2 At a minimum, the referral will contain the following information:

6.1.2.1 the Client's name, contact details, claim number, demographic details and a description of their injury;

6.1.2.2 the reason for the referral based on the Client's identified needs and Goals, stating the type of services required;

6.1.2.3 relevant clinical history to enable a quality assessment and recommendations that will support improved Client Outcomes;

6.1.2.4 any previous assessment report(s) relevant to the current circumstances, including a Support Needs Assessment or Social Rehabilitation Needs Assessment;

6.1.2.5 the name and contact details of other relevant providers who the Service Provider may need to contact as part of the assessment; and

6.1.2.6 any known risks associated with providing Services to the Client.

6.2 The Supplier must ensure that access to the Service is only available to Clients who have been referred to the Service in accordance with clause 6.1 of this Service Schedule.

### **6.3 Referral for Emergency Support for Non-Contracted Clients**

6.3.1 ACC will identify Clients that have a serious injury and are considered at risk if their normal non-contracted care is unavailable at short notice.

6.3.2 ACC will make a referral to the Supplier for the set-up and planning of services.

### **6.4 Referral Acceptance / Decline**

6.4.1 After receiving a referral, the Supplier must:

6.4.1.1 accept or decline the referral within 48 hours (or within 4 hours if deemed urgent). A declined referral must state the reasons for the decline;

- 6.4.1.2 if the Supplier is declining any part or any aspect of the Service (i.e. Nursing Treatment or Allied Health Support), notify ACC in writing and verbally within 48 hours (or 4 hours if deemed urgent) of receiving the referral. In this instance, ACC will refer those parts of the Service to another supplier;
- 6.4.1.3 contact the Client within 24 hours of receipt unless specified otherwise;
- 6.4.1.4 confirm when the commencement of care will take place with the Client.
- 6.4.1.5 Commencement of care is provided within 24 hours of the Client requested start date or the date specified on the referral; and
- 6.4.1.6 ensure commencement of Nursing Treatment and Allied Health Support within 24 hours of the Client's identified need unless it is clinically appropriate to defer commencement.

6.5 The Supplier must undertake the Service Activities within the following timeframes as follows:

**Table 8 – Entry to Service Timeframes**

<b>Service Activity</b>	<b>Standard Support Complex Support</b>	<b>Urgent Care</b>
Initial contact with Client	Within 24 hours of referral received	As soon as required
Referral acceptance or decline	Within 48 hours of referral received	As soon as required
Commencement of care	Within 24 hours of requested start date or date specified in the referral	Within 24 hours of need being identified
Commencement of Nursing Treatment and Allied Health Support	Within 24 hours of identification of need	N/A

## **7. SERVICE COMMENCEMENT**

7.1 The Service commences when the Client is accepted and referred into the Service in accordance with clause 6.1 of this Service Schedule.

7.1.1 On receipt of the referral form, the Supplier will arrange an initial planning meeting (or meetings) to develop the Individual Support Plan. This must include the Clinical Co-Ordinator for at least one of these meetings but may include others as required.

7.1.2 The commencement of services is the date supports are first delivered to the Client.

## 7.2 Individual Support Plan (ISP)

7.2.1 As part of the initial meeting(s), the Supplier must develop an Individual Support Plan with the Client and their family/whānau. The ISP will:

7.2.1.1 identify and remediate, where possible, any obstacles, barriers or issues within the Home, work or community environment that may impact on maximising their independence;

7.2.1.2 identify the risk of pressure injury or skin integrity issues and ensure prevention strategies are implemented and/or if a further Nursing Services referral is required;

7.2.1.3 identify the risk of falls and ensure falls prevention strategies are undertaken and/or if further referral to a community strength and balance programme is required (see Operational guidelines);

7.2.1.4 identify any other risks and risk mitigation strategies;

7.2.1.5 describe the Client's agreed needs, Goals and aspirations;

7.2.1.6 document any medications that need to be administered under this Service in alignment with the Operational Guidelines;

7.2.1.7 specify the amount of support required over an agreed period and how the provision of these services will meet the Client's Goals;

7.2.1.8 document the frequency of formal progress reviews, which at a minimum will align with clause 8.11;

7.2.1.9 document Nursing Treatment and Allied Health Support provided by the Supplier, if required; and

7.2.1.10 submit the ISP to ACC for approval within 5 Business days of the ISP being agreed by the Client.

7.2.2 If a specific Nursing Treatment or an Allied Health Support Assessment is required and provided by the Supplier's personnel, (i.e. as separate from development of the ISP) the Supplier will complete an Initial Assessment and Treatment Plan and ensure that these are incorporated into the ISP, including when the ISP is reviewed.

- 7.2.3 Where any clinical risks have been identified as part of the initial meeting, the Supplier must ensure the Clinical Co-Ordinator has reviewed the ISP and endorsed and approved the mitigation strategies.
- 7.2.4 The initial meeting(s) to develop the ISP may be delivered in part, by Telehealth where clinically appropriate. Services delivered via Telehealth must:
  - 7.2.4.1 have client or authorised representative consent, and with the option of an in-person meeting if the Client prefers;
  - 7.2.4.2 be preceded by an initial risk assessment to ensure Client safety;
  - 7.2.4.3 meet the same required standards of care provided through an in-person consultation;
  - 7.2.4.4 meet the requirements outlined in the standards/guidelines of the Service Provider's relevant regulatory body;
  - 7.2.4.5 if there is a difference between what the regulatory body states and what is stated in this contract, then the contract conditions take precedence; and
  - 7.2.4.6 be provided to a Client physically located in New Zealand by a Service Provider physically located in New Zealand at the time of the Service provision.
- 7.3 Independent assessment
  - 7.3.1 ACC may seek an independent assessment of a Client's needs at any time and as required.
  - 7.3.2 If the independent assessment recommends a change in the Client's support type or hours, ACC will discuss this with the Supplier and may require the Supplier to amend the Service provision appropriately. ACC will provide the Supplier with a copy of the independent assessment on request.

## **8. SERVICE DELIVERY**

- 8.1 The Supplier must ensure all Services provided in accordance with this Service Schedule will be overseen by a Clinical Co-Ordinator. The Clinical Co-ordinator must:
  - 8.1.1 maintain Clinical Oversight of the Client;
  - 8.1.2 monitor any identified clinical risks; and

- 8.1.3 ensure any risks are appropriately managed throughout the Client's journey.
- 8.2 The Supplier will provide high quality support and care which includes:
  - 8.2.1 Working with the Client and their family/whānau to:
    - 8.2.1.1 understand their situation and what is meaningful to them; and
    - 8.2.1.2 respect the values of the Client and their family/whānau and their community.
  - 8.2.2 Clear and open communication with the Client, their family/whānau, ACC and any other Parties necessary to ensure everyone understands the purpose of the Service, the expected Outcomes and how the Service contributes to the Client's Goals and actions.
  - 8.2.3 Providing the Services as agreed to with the Client in their Individual Support Plan unless the Supplier and the Client agree to changes.
  - 8.2.4 Identifying and working toward functional and/or participatory Goals that enable the Client to reach their maximum level of independence.
  - 8.2.5 Reviewing and updating the Client's Individual Support Plan on an ongoing basis in accordance with the Client's progress towards achieving their Goals.
  - 8.2.6 Ensuring the Service is delivered flexibly to fit the Client's normal daily routine as far as practicable, and to facilitate achievement of the Client's expected Outcomes.
  - 8.2.7 Ensuring Clients are supported to use all available supports, including any natural, community and, or technological supports, to increase family/whānau and community participation.
  - 8.2.8 Ensuring Services are delivered by suitably trained and competent Support Workers/personnel.
  - 8.2.9 Maintaining personnel to service all components of the agreed ISP.
  - 8.2.10 Ensuring Standard and Complex Services are available 24 hours a day, seven days a week as required to meet Clients' needs.
  - 8.2.11 Ensuring Service delivery times and hours are to be negotiated between the Supplier and each Client. They must reflect the Client's preferences and clinical requirements and the practicality of delivery of the Service.
  - 8.2.12 Ensuring the clinical requirements of the Client will be the primary consideration for the timing of service delivery.

8.2.13 Ensuring, if required, that Nursing Treatment and Allied Health Support are available to meet the Client's needs as agreed within the Client's Individual Support Plan. This includes providing education, training (and/or equipment) or oversight to the Client to assist in restoring the Client's participation in their usual Home and Community activities.

### 8.3 Support and care

8.3.1 For Clients receiving Standard Support, Complex Support and Emergency Support for Non-Contracted Clients the Supplier will:

- 8.3.1.1 participate in review/case conference meetings with ACC, the Client, and other service suppliers as required;
- 8.3.1.2 have systems and processes to maintain oversight of the Client's progress and be responsive to changes in the Client's needs;
- 8.3.1.3 provide personal support, for example, assistance with personal hygiene and grooming, toileting, transfers and mobility, where this need has been identified;
- 8.3.1.4 provide Home management support, being tasks normally performed in and around the Home, for example, but not limited to vacuuming, bed making and meal preparation, where this need has been identified;
- 8.3.1.5 deliver personal supports and Home management supports in a restorative way, where appropriate, by promoting increased Client participation in these tasks to the most practicable extent;
- 8.3.1.6 support and encourage the Client to develop and maintain natural and community supports; and
- 8.3.1.7 identify opportunities to provide education to the Client to prevent re-injury and make onward referrals to injury prevention programmes when a need is identified.

### 8.4 Childcare

8.4.1 Where the Supplier identifies that Childcare is required as part of the support care, the Supplier must:

- 8.4.1.1 first consider whether family/whānau or other Natural Supports can be reasonably be expected to provide Childcare for the Client;

- 8.4.1.2 ensure that all Childcare workers who undertake Childcare Services are appropriately screened as per clause 9.5.1.3; and
  - 8.4.1.3 ensure that all Childcare workers comply with all relevant legislation requirements and adheres to any Supplier guidelines, policies and training for Child safety.
  - 8.4.2 At any time when requested by ACC, the Supplier will promptly and within two Business days provide information to ACC relating to the Supplier's compliance with its Children's Worker Safety Check obligations under this Contract.
- 8.5 Overnight Care
- 8.5.1 Where the Supplier identifies that Overnight Care is required as part of the support care, the Supplier must:
    - 8.5.1.1 seek prior written approval from ACC before undertaking any Overnight Care;
    - 8.5.1.2 consider whether family/whānau or other Natural Supports can be reasonably be expected to provide Overnight Care for the Client;
    - 8.5.1.3 ensure Overnight Care is provided in accordance with the Client's independent assessment needs;
    - 8.5.1.4 ensure that all Overnight Care workers are appropriately screened as per clause 9.5; and
    - 8.5.1.5 ensure the Overnight Care worker complies with all relevant legislation requirements and adheres to any Supplier guidelines, policies and training for Client safety.
  - 8.5.2 At any time when requested by ACC, the Supplier will promptly and within 10 Business days provide information to ACC relating to the Supplier's compliance with clause 8.5.1.
- 8.6 Nursing Treatment
- 8.6.1 The Supplier will arrange for Nursing Treatment if:
    - 8.6.1.1 the need is identified during the delivery of Standard or Complex Support and determined by an appropriate Registered Health Professional; or
    - 8.6.1.2 ACC has identified the Client's need for Nursing Treatment on the referral or during the period of Service; and
    - 8.6.1.3 they have the appropriate staff to deliver this service.

- 8.6.2 If the Supplier recognises during the initial meeting(s) that Nursing Treatment required for the Client's care is more complex than assessed under this Service, the Supplier must notify ACC of the Client's required need. ACC will undertake an independent assessment of the Nursing Treatment needs and may make a referral under ACC's Nursing Services contract. In this instance, the Supplier will work collaboratively with the Nursing Services Supplier, as required.
- 8.6.3 When Nursing Treatment is delivered by the Supplier, ACC will pre-approve up to 22 hours). After these hours are exhausted, the Supplier must seek ACC prior approval and/or consider whether the Client would benefit from the Nursing Services contract.
- 8.6.4 The Supplier may seek further Nursing Treatment for a Client's ongoing care in accordance with clause 8.12.
- 8.6.5 The Supplier must oversee and ensure their Registered Nurse or Nurse Practitioner provides Nursing Treatment that is tailored and flexible to meet the assessed needs of the Client.
- 8.6.6 The Supplier will ensure the Nursing Treatment incorporates pressure injury management, including:
  - 8.6.6.1 a process for facilitating specialist advice regarding pressure injuries must be documented in the Suppliers clinical policy and procedures;
  - 8.6.6.2 pressure injury risk assessments for Clients who are referred for Nursing Treatment;
  - 8.6.6.3 risk assessments as part of referral and transfer processes, with reassessments when the Client's health status changes; and
  - 8.6.6.4 following the best practice pressure injury prevention and management included in the Operational Guidelines.
- 8.6.7 For all Nursing Treatment, the Supplier will:
  - 8.6.7.1 ensure Nursing Treatment under this Service Schedule is not provided where the Client is receiving nursing care under the Cost of Treatment Regulations or Nursing Services Contract for the same injury. For more information refer to Operational Guidelines;
  - 8.6.7.2 ensure the initial nursing assessment and treatment plan is completed by a Registered Nurse or Nurse Practitioner;
  - 8.6.7.3 keep clinical records of all Nursing Treatment delivered and make these available to ACC on request; and

- 8.6.7.4 follow all requirements described in the Operational Guidelines regarding Consequential Injuries and Cost of Treatment Regulations.
- 8.6.8 Nursing Treatment Consumables
  - 8.6.8.1 Low-Cost Consumables are built into the prices for Nursing Treatment so no additional fee is payable by ACC. Low -Cost Consumables must relate to the covered injury.
  - 8.6.8.2 Payment for High-Cost Consumables will be considered when all the following criteria are met:
    - 8.6.8.2.1 the type and quantity of High-Cost Consumables are necessary and appropriate for the covered injury and are reflective of clinical best practice; and
    - 8.6.8.2.2 the Clinical Nursing Director has reviewed the treatment plan and has either provided rationale, or has supported the treating rationale, for the High-Cost Consumables selection.
  - 8.6.8.3 Further information about High-Cost Consumables order and use can be found in the Operational Guidelines
- 8.7 Allied Health Support (Occupational Therapy and/or Physiotherapy)
  - 8.7.1 The Supplier will arrange for Allied Health Support if:
    - 8.7.1.1 the support is identified during the delivery of Standard/Complex Support and is initiated by the Multidisciplinary Team; or
    - 8.7.1.2 ACC has identified a Client's need for Allied Health Support on ACC's referral form or during the period of the Service; and
    - 8.7.1.3 the Supplier has the appropriate staff to deliver the service.
  - 8.7.2 Allied Health Support consists of assessment, planning and service delivery as described in the Operational Guidelines.
  - 8.7.3 ACC will pre-approve up to 10 hours combined total of Physiotherapy Assessment and Treatment and/or Occupational Therapy Assessment and Treatment over a 3 month period. After this the Supplier will seek ACC prior approval to continue invoicing up to 32 hours combined Allied Health Support total consultation per claim, and/or consider whether the Client would benefit from a referral to another speciality service.

## 8.8 For all Allied Health Support

### 8.8.1 The Supplier will:

- 8.8.1.1 ensure all care and support provided is tailored to meet the needs of the Client;
- 8.8.1.2 follow the best practice injury prevention and management, assessment and service delivery section included in the Operational Guidelines.
- 8.8.1.3 ensure the Initial Assessment and Treatment Plan is completed by a Registered Allied Health Provider.
- 8.8.1.4 keep clinical records of all Allied Health Support delivered and make them available to ACC on request; and
- 8.8.1.5 ensure Client progress is measured using recognised, objective clinical tools.

8.8.2 Where both Occupational Therapy and Physiotherapy services are required, the Supplier will ensure communication between Service Providers occurs to maintain a collaborative approach.

8.8.3 The Allied Health Support personnel will provide Clinical Oversight and education for the Support Workers where appropriate, as described in the Operational Guidelines.

8.8.4 Allied Health Support Providers can request Managed Rehabilitation Equipment Services (MRES) simple list equipment only. Simple list equipment requests must be made in accordance with ACC's MRES Operational Guidelines which are available on the ACC website ([www.acc.co.nz](http://www.acc.co.nz)).

8.8.5 Where it is identified that a Client requires MRES standard, complex or non-list equipment, the Supplier must inform ACC who will arrange a specialist assessment service.

## 8.9 Emergency Support for Non-Contracted Clients

### 8.9.1 Upon receipt of a referral from ACC the Supplier will:

- 8.9.1.1 arrange to visit the Client and set up services as required. This includes but is not limited to; an initial Home visit, service planning, reporting, coordination and administration associated with setting up Emergency Support for Non-Contracted Clients;
- 8.9.1.2 ensure they have sufficient staff to meet the assessed care needs if Emergency Support for Non-Contracted Clients is required; and

- 8.9.1.3 provide a copy of the Emergency Support ISP within 5 working days of the plan being completed.
- 8.9.2 When provision of Emergency Support for Non-Contracted Clients is required, the Supplier will:
  - 8.9.2.1 notify ACC via email of the Support being provided within 8 hours of starting the Support;
  - 8.9.2.2 deliver Support Services to the Client as per the agreed Individual Support Plan;
  - 8.9.2.3 provide Support Services for a maximum of two weeks;
  - 8.9.2.4 manage Emergency Support for Non-Contracted Clients across more than one Supplier, when required, ensuring all arrangements are clearly documented, including who is acting as the lead Supplier;
  - 8.9.2.5 if the non-contracted support is not expected to restart within two weeks, then ACC will work with the Client to plan for ongoing support; and
  - 8.9.2.6 ACC will advise the Supplier of any significant changes in circumstances where they are known.
- 8.9.3 Emergency Support for Non-Contracted Clients Individual Support Plan review
  - 8.9.3.1 ACC may request the Supplier will undertake an Individual Support Plan review (including a Client visit) as required to ensure that the Individual Support Plan and escalation process are current to address the Client's assessed need and that the Supplier still has the capacity and capability to meet the Client's assessed need, if required.
- 8.10 Emergency wellbeing checks (Telehealth)
  - 8.10.1 The Supplier will include the requirement for emergency wellbeing checks via telehealth during States of Emergency in the Client's Individual Continuity Plan.
  - 8.10.2 Emergency wellbeing checks are undertaken to:
    - 8.10.2.1 confirm Client is safe and essential needs are being met;
    - 8.10.2.2 confirm what supports are available including Natural Supports or community supports;
    - 8.10.2.3 provide Clients with Civil Defence emergency contact details when required.

- 8.10.3 The Supplier must escalate and notify ACC where, despite coordination efforts with Civil Defence, Emergency Services or Police there is an ongoing Health and Safety risk to the Client.

## 8.11 Client Review and Reporting

- 8.11.1 For Clients receiving Standard Support and Complex Support the Supplier will provide regular reviews, update the ISP, and provide progress reports as follows:

- 8.11.1.1 complete in-person reviews including the Clinical Co-Ordinator at least annually with Clients, unless otherwise agreed with ACC;

- 8.11.1.2 provide a progress report on Goal Outcomes every 26 weeks, unless agreed with the ACC Recovery Team Member; and

- 8.11.1.3 the progress report will include an outcome summary of any Nursing Treatment or Allied Health Support delivered during the Service period.

- 8.11.2 When the Client's needs change the Supplier will submit a Clinical Update Report (see Operational Guidelines) outlining what has changed and making a recommendation for a change in Standard or Complex Support. All Clinical Update Reports must be completed by a Registered Health Professional.

- 8.11.3 On receipt of a request for a change in supports, ACC may seek an independent assessment. ACC will confirm any changes to approved care hours in writing.

## 8.12 Extension of Services

- 8.12.1 The Supplier may seek an extension of Services if the Services required to meet the Client's needs will exceed the approved period.

- 8.12.2 For all extension of Services, the Supplier must seek prior approval from ACC prior to undertaking any further Services.

- 8.12.3 The Supplier must provide ACC the following documentation for review:

- 8.12.3.1 a Clinical Update Report and a rationale for the need for additional support; and

- 8.12.3.2 an outcome summary of any Nursing Support or Allied Health Support delivered during the Service period (if indicated).

- 8.12.4 ACC will review the request and determine whether the Client is eligible for extended Services and notify the Supplier of any determination (including any further conditions).

### 8.13 Transfer of Services to another Supplier

8.13.1 Where the Client requests a transfer to another Supplier for Services, the Supplier must:

8.13.1.1 notify ACC in writing of the Client's request; and

8.13.1.2 provide ACC the Client Update Report and any other relevant information, including any known risks related to the Client's services.

8.13.2 Following the notification, ACC will determine the Client's assessed needs and make a referral to a new Supplier.

### 8.14 Business Continuity Plan and Individual Continuity Plan (BCP/ICP)

8.14.1 In situations where the Services cannot be delivered, the Supplier must ensure alternative Services are put in place to provide necessary support and care to the Client.

8.14.2 The Supplier will have a Business Continuity Plan and Individual Continuity Plan for each Client, which the Client must be aware of. This includes:

8.14.2.1 when the Support Worker is on leave or unable to attend;

8.14.2.2 when services cannot be provided on public holidays;

8.14.2.3 when the Client is admitted into hospital;

8.14.2.4 when a Client's Health and Safety is placed at risk when Support Workers are unavailable; and

8.14.2.5 in emergencies.

8.14.3 The Supplier will regularly update a Client's BCP/ICP and provide ACC with a copy within 48 hours of request.

## 9. SERVICE QUALITY REQUIREMENTS

### 9.1 Operational Guidelines

9.1.1 ACC and the Supplier will manage this Service within the guidelines as described in the Home and Community Support Services Operational Guidelines available on ACC's website.

9.1.2 Substantial amendments to the Operational Guidelines where required will be made in consultation with the Supplier.

9.1.3 Where there is an inconsistency or conflict between the Operational Guidelines and this Service Schedule, the provisions of the Service Schedule will take precedence.

## 9.2 Sector Standards

- 9.2.1 In addition to the requirements specified in the Standard Terms and Conditions, the Supplier must be able to demonstrate compliance with all relevant legislation and industry and organisational guidelines and standards, including certification with the Nga Paerewa Health and Disability Services Standard 2021 NZS 8134:2021 or any Standard that supersedes it.
- 9.2.2 The Supplier must demonstrate ongoing certification against Nga Paerewa Health and Disability Services Standard 2021 NZS 8134:2021 through external auditing processes.
- 9.2.3 ACC may ask the Supplier to demonstrate ongoing compliance with the Standard through:
- 9.2.3.1 participating in a self-audit, peer review or external audit as determined by ACC; and/or
  - 9.2.3.2 a service or clinical audit or review, undertaken by ACC.
- 9.2.4 The Supplier must maintain a complaints management system that is consistent with the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) and the HCSS Complaints Categorisation Guidance (as outlined in the Operational Guidelines).
- 9.2.5 The Supplier will maintain and implement a current suite of policies and procedures that meet the requirements of the Nga Paerewa Health and Disability Services Standard NZS 8134:2021 or any superseding Standard.

## 9.3 Staffing Capacity (includes whānau/family)

- 9.3.1 The Supplier must maintain the capability and capacity to engage sufficient staff to accept referrals.
- 9.3.2 The Supplier must have sufficient Service Providers based in each geographical area listed in Part A, clause 2, to provide Services to all Clients resident in that geographical area, so that travel costs are minimised.
- 9.3.3 The Supplier must ensure all Registered Health Professionals have and maintain current and valid annual practising certificates, and that the Service Providers comply with any relevant conditions in their delivery of the Services.
- 9.3.4 The Supplier must have the capacity to respond to referrals within the timeframes set out in this Service Schedule, including the ability to provide essential support services 24 hours a day, seven days a week.

- 9.4 Staffing Qualifications and Experience (includes whānau/family)
- 9.4.1 The Supplier will maintain, at a minimum, a core Multidisciplinary Team as detailed in clause 9.4.2 below.
- 9.4.2 The minimum core Multidisciplinary Team available to a Client must consist of:
- 9.4.2.1 Support Worker(s);
  - 9.4.2.2 Clinical Co-ordinator;
  - 9.4.2.3 Resource Co-ordinator; and
  - 9.4.2.4 Key Worker.
- 9.4.3 In addition to the core team listed in clause 9.4.2, the Client's Multidisciplinary Team may also include the following professions with a current Annual Practising Certificate, relevant to their profession:
- 9.4.3.1 Nurse Practitioner, Registered or Enrolled Nurse;
  - 9.4.3.2 Occupational Therapist; and/or
  - 9.4.3.3 Physiotherapist.
- 9.4.4 The Supplier will further:
- 9.4.4.1 ensure their Service Providers as listed in 9.4.2. and 9.4.3. are qualified as detailed by their professional registration body;
  - 9.4.4.2 ensure, in addition to the qualifications set out in Table 9 below, the Support Workers are trained by a Registered Health Professional in specific competencies required for the care and safety of the Clients they support;
  - 9.4.4.3 maintain a competency framework for ensuring all Support Workers have regular and adequate training;
  - 9.4.4.4 notify ACC within two Business days of becoming aware of any current or future change in circumstances that prevents them from meeting the requirements of the Multidisciplinary Team in any region; and
  - 9.4.4.5 ensure all Services are led by one member of the Multidisciplinary Team (the Key Worker) who will maintain open and proactive communication with the Client's ACC Recovery Team.

9.4.5 The Supplier must ensure the service components delivered under this Service Schedule meet the minimum Service provision requirements as outlined in the following table and described in the Operational Guidelines.

**Table 9 – Service Providers Qualification Requirements**

Service Component	Minimum Qualifications Level Required
Clinical Co-Ordination and Oversight	Registered Nurses or Nurse Practitioners.
Standard Support Hours – Non-Complex Hours	At least 75% of total support delivered to each Client must be provided by Support Workers who have a New Zealand Certificate in Health and Wellbeing (Level 2 or greater).
Complex Support Hours – Complex Hours	At least 75% of total support delivered to each Client must be provided by Support Workers who have a New Zealand Certificate in Health and Wellbeing (Level 3 or above).
Complex - working with Clients with traumatic brain injury	<p>As per Complex Hours, plus have a:</p> <p>National Certification in Brain Injury Support (Level 4), OR</p> <p>National Certificate in Health and Wellbeing (Brain Injury) (Level 4), and</p> <p>Have completed Careerforce Unit Standard 28737 Demonstrate knowledge of pressure injuries and pressure care.</p>
Complex - working with Clients with spinal injury	<p>As per Complex Hours, plus:</p> <p>Received training in managing Clients with complex medical needs,</p> <p>OR</p> <p>Hold a National Certificate in Health and Wellbeing (Level 3 or 4), and</p> <p>Completed Careerforce Unit Standard 28737 Demonstrate knowledge of pressure injuries and pressure care.</p>
Childcare	Satisfactorily completed a Supplier developed orientation programme which includes understanding Child development stages and other policies and procedures relevant to the Childcare worker’s role.
Nursing Treatment	<p>Nurse Practitioner</p> <p>Registered or Enrolled Nurse (working in their scope of practice).</p>

<b>Service Component</b>	<b>Minimum Qualifications Level Required</b>
Allied Health Support	Occupational therapy  Physiotherapy  All registered and with current Annual Practicing Certificates.

## 9.5 Security/ Screening

### 9.5.1 The Supplier must:

9.5.1.1 Uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this Contract;

9.5.1.2 establish and maintain systems, processes and security screening practices, for all Supplier-authorised persons, including subcontractors and collaborate with ACC, to uphold the safety of Clients;

9.5.1.3 ensure all authorised persons who work with Children complete a Children Workforce Safety Check to ensure they are safety checked to the standard required under the Children's Act 2014 and the Children (Requirements for Safety Checks of Children Workers) Regulations 2015; and

9.5.1.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

9.5.2 If ACC receives any information from any source related to the safety of Clients, in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate all or any part of the Services, or this Contract.

## 9.6 Information and communications technology quality requirements

9.6.1 The Supplier must have the capability to respond to Client communication within the timeframes described in the Operational Guidelines. These may include but are not limited to phone calls, text messages and emails.

9.6.2 The Supplier must also have the technological capability to monitor the actual delivery of Services to ensure that they are delivered as agreed in the Individual Support Plan. This may take the form of, but is not limited to:

- 9.6.2.1 electronic monitoring or other information technology solutions that provide remote workforce management strategies and reporting;
  - 9.6.2.2 monitoring of essential shifts for vulnerable Clients, in real-time and in a manner that is appropriate for the Client's injury;
  - 9.6.2.3 an electronic patient management system that combines key Client information and Support Worker rostering information; and/or
  - 9.6.2.4 the electronic management of travel distance and time that can provide auditable data related to billing.
- 9.6.3 The Supplier must ensure all information and communication technology meets the security, privacy and accessibility requirements as outlined in the Standard Terms and Conditions.

## 9.7 Subcontracting arrangements

- 9.7.1 In addition to the Supplier's obligations under clause 16 of ACC's Standard Terms and Conditions, the Supplier must ensure:
- 9.7.1.1 every contract signed with a Subcontractor contains provisions that comply with the obligations under this Contract and the Subcontractor is fully aware of those obligations;
  - 9.7.1.2 each Subcontractor is suitable and has the capacity and capability to deliver that aspect of the services being subcontracted;
  - 9.7.1.3 all Subcontractors are subject to police/safety checks prior to commencing work for a Client;
  - 9.7.1.4 all Subcontractors are appropriately qualified and experienced in providing the same or similar services or products;
  - 9.7.1.5 all work completed complies with all regulatory requirements and rules as set out in this contract;
  - 9.7.1.6 the Subcontractor has adequate insurance to meet the risks associated with the work they are undertaking;
  - 9.7.1.7 Subcontractors do not sub-contract out any work they are contracted to undertake under this Contract; and
  - 9.7.1.8 they consult with ACC when entering a new subcontracting agreement.

- 9.7.2 ACC may request a copy of all relevant certifications for the Subcontractor(s).
- 9.7.3 The Supplier must advise ACC immediately if a Subcontractor experiences an insolvency event or a bankruptcy or liquidation.
- 9.7.4 The Supplier must have appropriate systems in place to monitor the quality of their partners and Subcontractors, to ensure they are meeting all the requirements set out in this Service Schedule.

## **10. HEALTH AND SAFETY**

### Health and Safety Risk Management

- 10.1 In addition to the Supplier's obligations under clause 8.16 of ACC's Standard Terms and Conditions, the Supplier acknowledges and agrees that:
  - 10.1.1 The Supplier is responsible for managing the health and safety risks arising from performing the Services; and
  - 10.1.2 ACC is reliant on the Supplier's expertise and ability to influence and control the performance of the Services to manage the health and safety risks.
- 10.2 While undertaking the Service, the Supplier must maintain health and safety risk management plans relating to the delivery of Services that at a minimum:
  - 10.2.1 Identify health and safety risks arising from the Services.
  - 10.2.2 Establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable.
  - 10.2.3 Ensure all workplace fixtures, fittings and plant (as defined in the Health and Safety at Work Act 2015) are, so far as reasonably practicable, without risk to health and safety.
  - 10.2.4 Describe the duties that overlap with other Persons Conducting a Business or Undertaking ('PCBUs' as defined by the Health and Safety at Work Act 2015).
  - 10.2.5 Ensure there are arrangements to consult, cooperate and coordinate with those other PCBUs in order to manage health and safety risks and events (including accidents, harm or near misses), so far as is reasonably practicable.
- 10.3 Working with other PCBU's
  - 10.3.1 The Supplier must undertake pre-qualification checks in accordance with Good Industry Practice and confirm its Subcontractors have appropriate health and safety accreditations and risk management

plans in place that protect all workers or others who may be put at risk by the Services.

- 10.3.2 The Supplier must review its Subcontractor's health and safety accreditation and plans at appropriate intervals in accordance with Good Industry Practice.

#### 10.4 Systems to report risks and events

- 10.4.1 The Supplier will maintain systems to enable all workers (as defined by the Health and Safety at Work Act 2015) and all Service Providers and Subcontractors to report health, safety and security events and risks relating to the Services to the Supplier.

- 10.4.2 The Supplier must have procedures in place to manage the events and risks reported.

- 10.4.3 The Supplier will provide ACC the following, as required:

- 10.4.3.1 a summary, including follow up actions and outcomes, of any significant health and safety risks and events (including accidents, harm or near misses) that have been identified by the Supplier, and

- 10.4.3.2 any follow up actions and outcomes from any items advised to ACC under clause 8.16 of ACC's Standard Terms and Conditions.

- 10.4.4 The Supplier must report on significant health and safety incidents, events and risks related to the Services to ACC via ACC's online health and safety form. ACC's online health and safety form can be accessed here: [Third party health and safety form \(acc.co.nz\)](http://acc.co.nz).

#### 10.5 Supply information about health and safety

- 10.5.1 At any time requested by ACC, the Supplier will promptly and within 10 Business days provide information to ACC relating to the Supplier's compliance with its health and safety related obligations under this Contract.

### 11. SERVICE EXIT

#### 11.1 This Service is complete for a Client when:

- 11.1.1 the Client has achieved their Outcome objectives, as agreed between the Supplier, ACC and the Client within the specified Service Timeframes as described in the Client's ISP

- 11.1.2 there is an agreement between the Supplier and ACC that the Client will exit the Service

- 11.1.3 the need for the Service is no longer related to the covered injury
  - 11.1.4 ACC withdraws the referral for any reason; or
  - 11.1.5 the Client dies.
- 11.2 When a Client is transferred, or discharged from the Service and accesses other appropriate services, the Supplier will transfer or discharge without avoidable delay or interruption and provide all relevant information to ACC.
- 11.3 The Supplier will ensure all Client transfers are safe and does not place any risk to the Client's injury specific needs. If the Supplier is not able to maintain a safe level of care until a discharge or transition, the Supplier must contact ACC immediately for further instructions.

## **12. EXCLUSIONS**

- 12.1 The following Services are not purchased under this Service but may be purchased under other ACC Services:
- 12.1.1 Home and Community Support – Return to Independence services.
  - 12.1.2 Non-Acute Rehabilitation Pathways.
  - 12.1.3 Residential Support Services.
  - 12.1.4 Nursing Services delivered under the Nursing Services contract.
  - 12.1.5 Vocational Rehabilitation Service.
  - 12.1.6 Vocational Medical Services.
  - 12.1.7 Medical Case Reviews.
  - 12.1.8 Training for Independence Services.
  - 12.1.9 Living my Life Services.
  - 12.1.10 High-Tech Imaging.
  - 12.1.11 Social Rehabilitation Needs Assessments
  - 12.1.12 Support Needs Assessments
  - 12.1.13 Rongoā.
- 12.2 Services purchased under this Service Schedule do not include household activities that are not required for the safety and well-being of the Client, for example washing windows, gardening or lawn mowing.
- 12.3 Any Services funded by a separate agreement through the Ministry of Health, Health New Zealand - Te Whatu Ora, Whaikaha or any other government agency are not included in this Service Schedule.

- 12.4 Clients who have sustained moderate or severe traumatic brain injuries are not eligible for the Allied Health Support component of HCMI. For these Clients a Training for Independence Supplier must deliver the required community-based rehabilitation services, and the Supplier will work in collaboration with them to deliver other components of HCMI in a way that supports the Training for Independence Service goals.

### **13. LINKAGES**

- 13.1 The Supplier must actively engage and work collaboratively with others involved in the Client's rehabilitation, including the Client's General Practice Team. The Supplier will also maintain linkages with other supporting services such as:
- 13.1.1 Health New Zealand - Te Whatu Ora, and Hospital Staff
  - 13.1.2 Nursing Services.
  - 13.1.3 Training for Independence.
  - 13.1.4 Living my Life.
  - 13.1.5 Behaviour Support Services.
  - 13.1.6 Vocational Rehabilitation Service.
  - 13.1.7 Pain Management Service.
- 13.2 The Supplier will ensure that linkages are maintained with other Services to ensure that smooth transition between Suppliers, related Services and concurrent Services are appropriately co-ordinated to achieve required Outcomes and reduce disruption to the Client and their family/whānau. The Supplier will ensure responsibilities are clearly documented and agreed when multiple agencies are involved in a Client's care.

### **14. PERFORMANCE REQUIREMENTS**

- 14.1 ACC will evaluate the Supplier and the Services they provide according to Contract reporting and monitoring criteria. This enables ACC to compare the progress and quality of the Suppliers service delivery with expected performance.
- 14.2 Healthcare quality can be measured as the extent to which services are:
- 14.2.1 delivered safely;
  - 14.2.2 highly effective;
  - 14.2.3 based on individual Client need;
  - 14.2.4 delivered in a timely manner;
  - 14.2.5 delivered efficiently; and/or

- 14.2.6 accessible to all Clients who require the service, regardless of locality.
- 14.3 ACC will regularly review the Supplier's performance by analysing data from the following:
  - 14.3.1 ACC database;
  - 14.3.2 data provided to ACC by the Supplier as outlined in clause 15. – Table 10;
  - 14.3.3 complaints records;
  - 14.3.4 health and safety notifications; and/or
  - 14.3.5 Any other monitoring information supplied to ACC, including Nga Paerewa Health and Disability services standard 2021 NZS 8134:2021 audit reports and Health and Safety incident notifications.
- 14.4 The information may:
  - 14.4.1 help ACC to identify opportunities to improve the Services, as well as practices that are working well.
  - 14.4.2 be used to set benchmarks and benchmark the Supplier and other suppliers.
  - 14.4.3 be used by ACC to regularly publish aggregated performance data that identifies all Suppliers in the relevant region, to ensure that Clients have access to this information.
  - 14.4.4 when related to the Supplier may trigger a request from ACC for information from the Supplier, and a requirement to engage in the Service Improvement Process (clause 14 of the Standard Terms and Conditions).

## **15. REPORTING**

- 15.1 The Supplier will provide ACC with the reports described in Table 10. Failure to submit reports within the required timeframes, or failure to submit full and accurate information via the mechanism outlined below, may result in corrective actions being taken.
- 15.2 In addition to the reporting outlined in Table 10, the Supplier will notify the Engagement and Performance Manager of the outcome of any certification audits (including those of partner or subcontracted organisations) including corrective actions and their outcomes, within 14 Business days of the results being received.
- 15.3 The Supplier will participate in an annual quality forum with ACC and other suppliers of this Service. The purpose of this forum is to promote continuous improvement and enable quality benchmarking.

**Table 10 – Performance Measurement**

	<b>Objective</b>	<b>Performance Measurement</b>	<b>Description</b>	<b>Reporting Mechanism</b>	<b>Reporting Frequency</b>
1	Services are delivered safely	Adverse Events	The Supplier will record the number of Adverse Events stratified by risk rating, as outlined in the Operational Guidelines	Submitted electronically	Quarterly
		Number of pressure injuries	<p>The Supplier will need to record pressure injury information:</p> <ul style="list-style-type: none"> <li>• Number of new pressure injuries this period.</li> <li>• Stage of pressure injury when first detected.</li> <li>• Number of active pressure injuries being managed.</li> </ul>	Submitted electronically	Quarterly
2	Services are timely	Clients receive service when they need it	Number of missed visits as a proportion of total visits is less than 1%	Submitted electronically	Quarterly
		Services are delivered when agreed and expected	The percentage of Clients whose care started within the requested timeframes is greater than 90%	Submitted electronically	Quarterly
			The percentage of Clients who were reviewed within the contract timeframes is greater than 90%	Submitted electronically	Quarterly
3	Services are effective	Clients achieve the intended service Outcome	Support Worker hours worked are stable and/or reducing.	Submitted electronically	Quarterly
4	Services are efficient	Services are delivered as close to the Client's Home as possible	Travel spend is minimised.	ACC billing data	N/A

	<b>Objective</b>	<b>Performance Measurement</b>	<b>Description</b>	<b>Reporting Mechanism</b>	<b>Reporting Frequency</b>
5	Services are Client centred	Complaints are minimised	<p>Complaints are recorded, a corrective action implemented, and the complaint resolved.</p> <p>Complaints as a percentage of total Clients is less than 1.5%.</p>	<p>Submitted electronically.</p> <p>Additional information may be requested by the Engagement and Performance Manager, as required.</p>	Quarterly
		Client experience is captured	Client experience is captured at appropriate intervals and feeds into a quality improvement process which ACC may sight at any time. See the Operational Guidelines for more information.	Submitted in writing to the Engagement and Performance Manager	As requested by the Engagement and Performance Manager
6	Services are accessible	Staff qualifications	<p>The Supplier will report on staffing capacity, including:</p> <ul style="list-style-type: none"> <li>Total numbers of staff and FTE</li> <li>Staff qualifications.</li> </ul>	Submitted electronically	Quarterly
		Number of family or nominated carers	<p>The Supplier will be asked to report on total numbers of family or nominated carers.</p> <p>Number of family or nominated carers working more than 40 hours a week on average.</p>	Submitted electronically	Quarterly
		Declined referrals	The Supplier will be asked to report on total numbers of declined referrals.	Submitted electronically	Quarterly

## **16. PAYMENT AND INVOICING**

- 16.1 In addition to clause 10 of the Standard Terms and Conditions, ACC agrees to pay the Supplier the Prices set out in Part A, clause 3 of this Service Schedule.
- 16.2 The prices set out are the entire amount chargeable to ACC, no additional amount may be charged to ACC, a Client or any other person for Services under this Contract.
- 16.3 The Supplier must submit a GST invoice electronically using one of ACC's prescribed methods (available on the ACC website). Invoices must be submitted within 12 months of the Service start date. ACC may, at its discretion, decline to pay invoices outside this timeframe.
- 16.4 Services must have been completed in order for the Supplier to claim payment.
- 16.5 Where Suppliers have been found to have billed outside of the terms of this contract, ACC may, at its discretion, ask for any overpayment to be refunded.
- 16.6 Any invoice for High-Cost Consumables must include details of the date of consultation, product/s, units and actual cost.

## **17. TRAVEL BY ROAD**

- 17.1 ACC agrees to contribute towards a Service provider's expenses for travel by road in amounts for each of Travel Time and Travel Distance specified in Part A Table 3 and Table 5 of the Service Schedule, in accordance with ACC's Travel Policy for Providers and Home and Community Support (HCS) Travel Guidelines. (available on ACC's website).
- 17.2 The Supplier must ensure all Service providers comply with ACC's Travel Policy for Providers and Home and Community Support (HCS) Travel Guidelines.

## **18. TRANSITION ON TERMINATION OF SERVICES**

- 18.1 Change of Supplier
  - 18.1.1 The Supplier acknowledges and agrees that prior to the End Date of this Service Schedule, or earlier termination in accordance with the Contract, ACC must be able to maintain continuity of these Services, whilst inviting proposals, putting a new Supplier in place or taking over the Services itself.
  - 18.1.2 The Supplier will co-operate to the extent reasonably expected of any Supplier of similar services, in order to ensure that any hand over of the Services to another supplier or to ACC itself is conducted smoothly and professionally.

- 18.2 In the event of the need for a hand over of the Services either to ACC or a new Supplier, the Supplier will:
- 18.2.1 Continue to provide the Services until the End Date or Termination Date.
  - 18.2.2 Co-operate with ACC and any incoming Supplier to develop a phase in/phase out plan with a mutually agreed schedule for hand-over of responsibilities to the incoming Supplier. This plan and schedule will provide for full and uninterrupted provision of the Services.
  - 18.2.3 Work with ACC to develop a transition plan, including providing a monthly summary of work in progress detailing the status and planned timeframes to complete those projects.
  - 18.2.4 Provide all reports and additional information required for transition at no cost to ACC and without limitation on ACC's ability to access or retrieve such reports or additional information.

## **19. ADDITIONAL TERMS AND CONDITIONS**

### Supplier Code of Conduct

- 19.1 The Supplier will comply with the Supplier Code of Conduct issued by the Procurement Functional Leader (see [www.procurement.govt.nz](http://www.procurement.govt.nz)) and any other relevant codes of conduct identified in this Contract or notified to Supplier from time to time.

### Overlapping Services

- 19.2 When Supplier receives a referral, Supplier will check with the Client and/or the referrer, as appropriate, whether the Client is or may be receiving other ACC funded services that overlap with the Services, including integrated care pathways.

- 19.3 If:

- 19.3.1 the Client is receiving other ACC funded services that overlap with the Services; or
- 19.3.2 the Supplier is not able to confirm whether the Client is receiving other ACC funded services that overlap with the Services,

then the Supplier must, prior to commencing Services, obtain:

- 19.3.3 ACC's prior approval for the Services (unless ACC is the Referrer); and
- 19.3.4 the consent of the Client for any Services that may affect the eligibility of the Client for other ACC funded services that overlap with the Services, including any related risks.

## Double Billing

- 19.4 The Supplier will not, and ensure its Service providers do not, undertake Double Billing.
- 19.5 If Supplier does undertake Double Billing, Supplier will promptly, upon identifying the Double Billing or being informed of the Double Billing:
- 19.5.1 provide supply correction information to ACC;
  - 19.5.2 refund any amounts identified in the supply correction information that have been paid by ACC; and
  - 19.5.3 take all reasonable steps to prevent any future Double Billing.
- 19.6 ACC may deduct from or set-off any amount the Supplier owes to ACC under this Contract against any amount or other payment that is or may become owing by ACC to the Supplier under this Contract or any other Contract.

## Information Security

- 19.7 In addition to the privacy and information management requirements detailed in ACC's Standard Terms and Conditions, the Supplier must:
- 19.7.1 ensure that its Personnel who receive and/or access ACC Client Personal Information from ACC in respect of a Client only does so for the purposes of delivering the Services and in a manner that complies with the Supplier's privacy, security and confidentiality obligations under this Contract;
  - 19.7.2 not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand and/or Australia;
  - 19.7.3 maintain information security systems, procedures and processes in accordance with Good Industry Practice to protect Client Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure;
  - 19.7.4 undertake regular security assurance, monitoring and testing of its information management systems;
  - 19.7.5 promptly remediate any identified security vulnerabilities, in accordance with Good Industry Practice;
  - 19.7.6 comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time; and
  - 19.7.7 ensure and confirm all Subcontractors meet all the above requirements before providing them with access to any Personal Information or Confidential Information under this Contract.

## 20. DEFINITIONS AND INTERPRETATIONS

ACC/ACC Recovery Team/ACC Recovery Team Member	The ACC Recovery Team or Team Member who coordinates services for the Client for the purposes of the AC Act, and may also include other authorised ACC personnel.
Adverse event	Any event with a negative reaction or results that are unintended, unexpected, or unplanned that result in kiritaki/client's death, physical or psychological injury (often referred to as 'incidents' 'sentinel' or 'reportable events'). They will be notified to the Engagement and Performance Manager and will often be reported through channels such as Health and Safety online reporting portal; WorkSafe, or Police.
Allied Health Support	For the purpose of this contract this term refers to Physiotherapy and Occupational Therapy only.
Business Continuity Plan	A documented plan that describes how the Supplier will ensure continuation of service delivery at acceptable levels following a disruptive event.
Child/Children	For the purposes of provision of childcare, a child is: Someone under 14 years old who needs care due to their age, or their physical or mental condition, and who fits into one or more of the following categories: <ul style="list-style-type: none"> <li>• a biological child of kiritaki/client</li> <li>• an adopted child of kiritaki/client</li> <li>• a child of kiritaki/client's spouse, and kiritaki/client acts as a parent; or</li> <li>• a child who ordinarily lives with kiritaki/client and is raised as a child of kiritaki/client, and kiritaki/client acts as a parent (this can include a whāngai (foster child)).</li> </ul>
Childcare	For Clients unable to care for their child/children due to their injury. ACC and Suppliers must consider whether family/whānau members or other Natural Supports can reasonably be expected to provide childcare for Clients.
Children's Worker Safety Checks	A children's <b>worker</b> is defined by the Children's Act 2014 as a person who works in, or provides, a regulated service, and the person's work:  May or does involve regular or overnight contact with a child or children (other than with children who are co-workers); and  Takes place without a parent or guardian of the child, or of each child, being present.
Clinical Co-Ordinator	A Registered Nurse or Nurse Practitioner who signs off Individual Support Plans (ISP) on behalf of the Supplier and carries out service reviews as per contract expectations.  The Clinical Co-Ordinator maintains clinical oversight of the Client throughout their services.

Clinical Oversight	These services are mostly delivered by an unregulated health workforce in people's Homes for ACC's most vulnerable Clients. The Supplier is required to maintain clinical oversight of the Clients within their care to ensure that all risks are managed to the maximum extent practicable for both Staff and Client safety.
Clinical Update Report	The report used to notify ACC of changes to a Client's care, request a further package or request transfer to a different service. See the Operational Guidelines for more information.
Consequential injury	In accordance with the ACC Act a consequential injury is either: <ul style="list-style-type: none"> <li>• A personal injury that is a consequence of treatment given to the person for another personal injury for which the person has cover; or</li> <li>• A personal injury caused by a gradual process, disease, or infection consequential to personal injury suffered by the person for which the person has cover.</li> </ul>
Complex Support	Complex Support hours are purchased by ACC for Clients who have challenging behaviours and/or complex medical support needs requiring Level 2 care. This includes invasive supports such as bowel management or PEG feeding.  Complex Support Hours are allocated by ACC Recovery Team Members. See the Operational Guidelines for further information.
Cost of Treatment Regulations	Payment rates legislated under the Accident Compensation (Liability to Pay or Contribute to Cost of Treatment) Regulations 2003, that ACC uses to reimburse treatment providers who do not hold a specific contract with ACC.
Discharge(ed)	Discharge from a hospital or inpatient facility.
Double Billing	The act of charging or invoicing ACC more than once for a service or service item code in relation to a Client that is within scope of the Services: <ul style="list-style-type: none"> <li>• under this Contract; and/or</li> <li>• under any other contract or arrangement, whether by the Supplier or by a Service Provider.</li> </ul>
Emergency Support for Non-Contracted Clients	Contingency home and community support for Clients who normally receive services via non-contracted support but where that support becomes unavailable.
Engagement and Performance (EPM) Manager	ACC Engagement and Performance Managers monitor contracted provider performance, help providers to understand ACC policies and processes and manage relationships between ACC and health providers
Enrolled Nurse	A person who has a recognised Enrolled Nurse qualification and has registration as described under the Health Practitioners Competence Assurance Act 2003.
General Practice Team	The General Practice Team where the Client is enrolled as a patient or that the Client has otherwise chosen to provide their personal health services and co-ordinate their health care.
Goal(s)	An aspiration, target, objective or future condition that a Client wishes to achieve in order to rehabilitate and increase independence to lead an everyday life.

Good Industry Practice	The exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading provider or person in the relevant industry.
High-Cost Consumables	High-Cost Consumables are Consumables that cost \$10 or more per unit or \$25 or more for all Consumables required for one consultation
Home	<p>A residential premise in New Zealand in which a Client lives and that is owned, rented or otherwise lawfully occupied by the Client or their parent, guardian or spouse (or partner). It includes residential premises in New Zealand in which a Client proposes to live after they are built and that will be owned, rented or otherwise lawfully occupied by the Client or their parent, guardian or spouse (or partner).</p> <p>Home does not include:</p> <p>A hospital, hostel, hotel, motel, rest home or other institution facility where, under a contractual arrangement, the resident pays for or the facility owner is obliged to provide Home and Community Support Services usually purchased by the Ministry of Health or ACC.</p>
Home and Community Support Service/ Home and Community Support Service Maximise Independence Service	Has the meaning given to it in Part B, clause 1.1 of this Service Schedule.
Home and Community Support – Return to Independence	A separate ACC Service for home and community supports for Clients who are likely to return to their pre-injury independence.
Individual Continuity Plan	A documented plan that describes how the Supplier will ensure that individual Clients with high needs will remain safe during emergency situations. The Supplier will ensure the ICP captures steps outlined in their Business Continuity Plan.
Individual Support Plan	<p>A plan agreed with a Client and reflecting their Goals or assessed needs, provided by ACC as part of the referral, which specifies:</p> <ul style="list-style-type: none"> <li>• how the Goals identified in the Plan will be met;</li> <li>• the type and amount of services to be delivered;</li> <li>• when the services will be delivered;</li> <li>• how and when any flexible services will be delivered;</li> <li>• when the services will be reviewed;</li> <li>• risks and mitigations</li> </ul>
Key Worker	The Key Worker can be any member of the Client team and acts as the conduit for communication.
Low-Cost Consumable	Low Cost Consumables are Consumables that cost less than \$10 per unit or less than \$25 for all Consumables required for one consultation.

Managed Rehabilitation Equipment (MRES) Services	The MRES contract governs the provision of rehabilitation equipment to ACC clients. Its core purpose is to ensure timely access to equipment that supports daily living and recovery following injury. The service is delivered by Enable New Zealand Limited.
Natural Supports	Whānau/family members, friends and neighbours, and community, church, social and school groups who are readily available and reasonably easy to access by kiritaki/client requiring help in the home and community.
Non-Contracted Clients	Clients who normally receive services via non-contracted support e.g. family or whānau carers who are not employed by a contracted Supplier.
Nurse Practitioner	A person who has a Nurse Practitioner's current Annual Practising Certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.
Nursing Services	Services provided to ACC Clients under the ACC Nursing Services contract.
Nursing Treatment	In person Nursing Treatment delivered to a Client in their home by a registered nurse. A registered nurse has a current Annual Practising Certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.
Nursing Treatment Consumables	Medical items (that are not pharmaceuticals) that are required or the treatment of an injury.
Occupational Therapist	A person who has a current annual practising certificate and works within the scope of practice of an Occupational Therapist as defined by the Health Practitioners Competence Assurance Act 2003.
Operational Guidelines	The HCMI Operational Guidelines developed by ACC, which may be amended from time to time.
Outcome(s)	The result of a service provided that can be used to measure the Service's effectiveness.
Overnight Care	Care for Clients who require overnight support on a sporadic basis that is considered to be above and beyond reasonable Natural Support.
Person-Centred Approach	Where the Client and their family/whānau are at the centre of a system that provides empowerment and focuses on the Client's recovery.
Physiotherapist	A person who has a current annual practising certificate and works within the scope of practice of a Physiotherapist as defined by the Health Practitioners Competence Assurance Act 2003.
Registered Health Professional	A registered health professional has a current Annual Practising Certificate issued by the relevant regulatory body within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.

Registered Nurse	A Registered Nurse has a current Annual Practising Certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.
Resource Co-ordinator	A non-health professional who co-ordinates staff rosters and service allocations.
Service Provider	Has the meaning in the Standard Terms and Conditions and includes an individual, e.g. a Nurse or Physiotherapist.
Standard Support	Care hours provided to an ACC Client under the provisions of this Service Schedule. Standard Support Hours will apply by default, unless ACC has assessed the Client as requiring Complex Support hours.
Support Worker(s)	A non-health professional who works under the direction and supervision of a Registered Health Professional to help clients regain or maintain independence after an injury.
Telehealth	<p>The use of information or communication technologies to deliver health care when Clients and Service Providers are not in the same physical location.</p> <p>For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations.</p> <p>Telehealth excludes texts, SMS messaging, and emails.</p> <p>A Telehealth consultation is to replace an in-person visit so it does not include a quick triage or check-in phone calls (unless specified).</p>