



SERVICE SCHEDULE FOR HOME AND COMMUNITY SUPPORT RETURN TO INDEPENDENCE SERVICES

CONTRACT NO: _____

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 Return to Independence Services (HCRI) 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 of this Service Schedule 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)

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

Table 1 – Support Services – Service items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
HCRIAS	Assessment and set-up fee (ACC referral)	To cover costs associated with set-up of Services. This includes, but is not limited to, the initial screening, interRAI Contact Assessment, documentation, arranging staff, administration and coordination of Services.	\$195.89	Flat fee billable upon assessment completion
HCRIASX	Assessment and set-up fee (Health New Zealand - Te Whatu Ora referral)	To cover costs associated with set up of services. This includes, but is not limited to, the initial screening, interRAI, Contact Assessment, documentation, arranging staff, administration and coordination of Services.	\$195.89	Flat fee billable upon service commencement
HCRI01	Support Package 1	Services described in Part B, clause 4.1.2.1, for a Client who meets the service commencement criteria as set out in Part B, clause 7.1 and has been assessed or screened as being Functional Group 1. Cannot be billed concurrently with another Support Package.	\$753.80	Flat fee billable upon service commencement
HCRI02	Support Package 2	Services described in Part B, clause 4.1.2.1 for a Client who meets the service commencement criteria as set out in Part B, clause 7.1 and has been assessed or screened as being Functional Group 2. Cannot be billed concurrently with another Support Package.	\$753.80	Flat fee billable upon service commencement
HCRI03	Support Package 3	Services described in Part B, clause 4.1.2.1, for a Client who meets the service commencement criteria as set out in Part B, clause 7.1 and has been assessed or screened as being Functional Group 3. Cannot be billed concurrently with another Support Package.	\$1,470.45	Flat fee billable upon service commencement

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
HCRIO4	Support Package 4	Services described in Part B, clause 4.1.2.1 for a Client who meets the service commencement criteria as set out in Part B, clause 7.1 and has been assessed or screened as being Functional Group 4.	\$1,470.45	Flat fee billable upon service commencement
Cannot be billed concurrently with another Support Package.				

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

Table 2 –Travel Pricing for Support Workers

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
HCRITT11	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 HCRITDI1.	\$4.47	One payment per visit
Applicable for Support Workers who are qualified at Level 1 or below.				
HCRITT12	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 HCRITDI1.	\$4.78	One payment per visit
Applicable for Support Workers who are qualified at Level 2.				
HCRITT13	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 HCRITDI1.	\$5.19	One payment per visit
Applicable for Support Workers who are qualified at Level 3.				
HCRITT14	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 HCRITDI1.	\$5.39	One payment per visit

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
		Applicable for Support Workers who are qualified at Level 4A.		
HCRITT15	Travel time: Level 4B	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 HCRITD11.	\$5.59	One payment per visit
		Applicable for Support Workers who are qualified at Level 4B or above.		
HCRITD11	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
HCRITT21	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 prorated to the minute.	\$31.50	Per hour (pro-rata to the minute)
		To be paid in conjunction to HCRITD20		
		Applicable for Support Workers who are qualified at Level 1 or below.		
HCRITT22	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 prorated to the minute.	\$33.67	Per hour (pro-rata to the minute)
		To be paid in conjunction to HCRITD20		
		Applicable for Support Workers who are qualified at Level 2.		

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
HCRITT23	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 prorated to the minute. To be paid in conjunction to HCRITD20 Applicable for Support Workers who are qualified at Level 3.	\$36.61	Per hour (pro-rata to the minute)
HCRITT24	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 prorated to the minute. To be paid in conjunction to HCRITD20 Applicable for Support Workers who are qualified at Level 4A.	\$38.08	Per hour (pro-rata to the minute)
HCRITT25	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 prorated to the minute. To be paid in conjunction to HCRITD20 Applicable for Support Workers who are qualified at Level 4B or above.	\$39.53	Per hour (pro-rata to the minute)
HCRITD20	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

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.

Table 3 – Nursing and Allied Health Support Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCRIAH1	Physiotherapy Assessment and Treatment	<p>Services described in Part B, clauses 4.1.3, 4.1.4, 8.7, 8.8</p> <p>Maximum of 10 hours per claim. (combined total of HCRIAH1, HCRIAH2, HCRIN1).</p> <p>Further treatment beyond this will require ACC approval.</p>	\$155.27	Per hour
HCRIAH2	Occupational Therapy Assessment and Treatment	<p>Services described in Part B, clauses 4.1.3, 4.1.4, 8.7, 8.8</p> <p>Maximum of 10 hours per claim. (combined total of HCRIAH1, HCRIAH2, HCRIN1).</p> <p>Further treatment beyond this will require ACC approval.</p>	\$155.27	Per hour
HCRIN1	Nursing Treatment	<p>Services described in Part B, clauses 4.1.3, 4.1.5, 8.4, 8.5</p> <p>Maximum of 10 hours per claim. (combined total of HCRIAH1, HCRIAH2, HCRIN1).</p> <p>Further treatment beyond this will require ACC approval.</p> <p>Does not include general clinical oversight of home support.</p>	\$98.58	Per hour
HCRITD10	Travel Distance for Nursing or Allied Health	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> • for return travel via the most direct, practicable route; and • where the return travel exceeds 20km. <p>Note: 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>	\$0.82 per km	The first 20km of travel must be deducted from the total distance travelled.

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
HCRITT1	Travel Time subsequent hours	<p>– Paid for return travel time after the first 30 minutes in a day in accordance with Part B, clause 17, where:</p> <ul style="list-style-type: none"> • the travel is necessary; and • the Service Provider travels via the most direct, practicable route available between their base/facility and where the Services are provided; and • additional travel time is required after the first 30 minutes of travel. <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.

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 or modification in prices must be agreed by a variation.

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

Table 4 - Relationship Management

Level	ACC	Supplier
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)
 Level 11
 19 Aitken Street
 P O Box 242 (for mail)
 Wellington 6140
 Marked: "Attention: Procurement Partner"
 Phone: 0800 400 503
 Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

 _____ (for deliveries)

 _____ (for mail)

 Marked: "Attention: _____, _____"
 Phone: _____
 Mobile: _____
 Email: _____

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B. SERVICE SPECIFICATION FOR HOME AND COMMUNITY SUPPORT RETURN TO INDEPENDENCE SERVICES

1. PURPOSE

- 1.1 The purpose of Home and Community Support - Return to Independence Services (HCRI) is to provide high quality, flexible home and community support services to support Clients likely to return to their pre-injury level of independence.
- 1.2 The Service will:
 - 1.2.1 promote rehabilitation and injury prevention and encourage the Client's autonomy and self-determination to support them to return to their pre-injury level of independence;
 - 1.2.2 enable the Client to improve function, activity and participation in their home and community;
 - 1.2.3 deliver the Service, at the right time, that minimises duplication and disruption to the Client;
 - 1.2.4 adopt a holistic, person-centred approach, with the Client, their whānau/family and other treatment and rehabilitation Service Providers to ensure an integrated service experience; and
 - 1.2.5 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 and timely;
 - 2.1.2 the Client is supported to return to pre-injury independence as efficiently and effectively as possible;
 - 2.1.3 Suppliers consider using alternative resources to paid assistance, where reasonable, including natural and other community supports, technology, equipment or environmental adjustments;
 - 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 Client feedback about the Service is responded to in a timely and appropriate manner and incorporated into a continuous improvement process;

- 2.1.6 health promotion and injury prevention to target risk factors is provided, (e.g. falls prevention) to support the Client to maximise safe physical mobility with the aim of reducing the likelihood of falls and additional injury; and
- 2.1.7 the Supplier works in partnership with the wider health system to achieve the best Outcomes for the Client 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 return to their pre-injury level of independence.

4. SERVICE COMPONENTS

- 4.1 These Services comprise of the following components:

- 4.1.1 Screening and assessment

- 4.1.1.1 The Supplier will assess the Client's need upon entry to the Service to determine eligibility and identify the appropriate support package to support the Client's injury related need. The two types of assessment are:

- 4.1.1.1.1 screening via the Screening Tool; and/or
- 4.1.1.1.2 interRAI assessment.

- 4.1.2 Support Packages

- 4.1.2.1 Services will be delivered under one of four Support Packages as determined by an assessment and agreed with the Client as part of the Individual Support Plan. The services delivered will include:

- 4.1.2.1.1 Home help / home management;
- 4.1.2.1.2 meal preparation;
- 4.1.2.1.3 showering/bathing assistance;
- 4.1.2.1.4 shopping assistance; and/or

- 4.1.2.1.5 Childcare (for Clients unable to care for their child/children due to their injury).
- 4.1.2.2 The Support Packages are differentiated on the number and types of supports a person needs and are adequate to achieve an Outcome for groups of Clients. Clients may receive up to 4 consecutive packages of support, where they meet the criteria outlined in clause 5.1 of this Service Schedule.
- 4.1.3 Allied Health Support and Nursing Treatment
 - 4.1.3.1 Allied Health Support and Nursing Treatment will be provided if determined clinically appropriate to meet the Client's injury related need. A total of 10 hours will be available for the combined Allied Health Support and Nursing Treatment. Any further hours required must be pre-approved by ACC.
 - 4.1.3.2 Allied Health Support must only be provided by a Physiotherapist or Occupational Therapist.
- 4.1.4 Allied Health Support must:
 - 4.1.4.1 be aimed at promoting Clients' independence, and reducing risk of injury; and
 - 4.1.4.2 be cost effective and integrated with the delivery of Support Packages; and
 - 4.1.4.3 provide education, support and rehabilitation to restore Clients' independence and increase their ability to participate in the wider community; and
 - 4.1.4.4 provide oversight and supervision of the Support Worker team to enable them to support the Clients in achieving their goals more efficiently and in a restorative way.
- 4.1.5 Nursing Treatment must:
 - 4.1.5.1 be related to the Client's injury under an assessed Support Package;
 - 4.1.5.2 provide cost effective Nursing Treatment aimed at restoring independence; and
 - 4.1.5.3 be provided in person by a Registered Nurse.
 - 4.1.5.4 subsequent treatment can be delivered by a Registered Nurse or Enrolled Nurse working under the direction and delegation of an appropriately qualified Registered Nurse.

5. SERVICE ELIGIBILITY

- 5.1 A Client is entitled to the Services under this Service Schedule if they:
- 5.1.1 have an accepted claim for an injury which is covered by ACC;
 - 5.1.2 have an injury related need for home or community support directly related to their injury which may be determined by ACC and/or a Health New Zealand - Te Whatu Ora hospital;
 - 5.1.3 are likely to return to their pre-injury level of independence; and
 - 5.1.4 are over 16 years of age at date of accident.
- 5.2 A Client with an accepted claim for an injury related need may require any of the following support:
- 5.2.1 Home help;
 - 5.2.2 meal preparation;
 - 5.2.3 showering/bathing assistance;
 - 5.2.4 shopping assistance;
 - 5.2.5 Childcare.
- 5.3 A Client who is not eligible for support under this Service may be eligible for support under ACC's Home and Community Support Maximise Independence Service, where they require:
- 5.3.1 overnight care;
 - 5.3.2 two or more carers (of any qualification) for attendant care tasks for the majority of their time in care; or
 - 5.3.3 personal care needs beyond those described in clause 5.2 above.
- 5.4 A Client who is eligible for support under this Service may not claim for the same Service under Home and Community Support- Maximise Independence. Each Service contract must be treated independently.
- 5.5 A Client may be eligible for Nursing Treatment in addition to a Support Package, if the Client has an injury related need that cannot be reasonably managed by their General Practice Team (GP) because the Client:
- 5.5.1 may be physically unable or unsafe to attend their GP; or
 - 5.5.2 requires service provision outside the opening hours of their GP.
- 5.6 A Client may be eligible for Allied Health Support in addition to a Support Package, if the Client:

- 5.6.1 requires either Occupational Therapy or Physiotherapy to work alongside Support Workers to improve Client Outcomes as they relate to regaining independence in the home;
 - 5.6.2 is not receiving services under any ACC rehabilitation service programme for the same need; and
 - 5.6.3 is not receiving similar services for the same need from a publicly funded programme (e.g. Health New Zealand - Te Whatu Ora outpatient service).
- 5.7 A Client who has a sustained moderate or severe traumatic brain injury is not eligible for the Allied Health Support component of this Service.

6. REFERRAL AND ACCEPTANCE

Referral Process

- 6.1 The Supplier may accept a referral for HCRI made by:
- 6.1.1 ACC via ACC referral form ACC5972; or
 - 6.1.2 Health New Zealand - Te Whatu Ora via an ACC705 form.
- 6.2 The Supplier must ensure that access to the Services is only available to Clients who have been referred to the Services in accordance with clause 6.1 this Service Schedule.
- 6.3 Each referral will contain the following information:
- 6.3.1 the Client's name, contact details, claim number, DOB and a description of their injury;
 - 6.3.2 relevant clinical history to enable a quality assessment and recommendations that will support improved Client Outcomes;
 - 6.3.3 the name and contact details of other relevant providers who the Supplier may need to contact as part of the Assessment; and
 - 6.3.4 any known risks associated with providing Services to the Client.
- 6.4 The Supplier must be able to provide all Service components to a Client at the time of referral acceptance.

Referral for Nursing Treatment or Allied Health Support

- 6.5 The Supplier may accept a referral for Nursing Treatment or Allied health Support Services if:

- 6.5.1 ACC has indicated the support need on the referral;
- 6.5.2 on the recommendation of the Supplier with ACC approval (if required);
or
- 6.5.3 ACC determines extra support is required following an ACC Social Rehabilitation Needs Assessment.

Referral Acceptance

- 6.6 After receiving a referral, the Supplier must:
 - 6.6.1 contact the Client within 24 hours (or within 4 hours if deemed urgent for Client safety);
 - 6.6.2 accept or decline the referral within 48 hours (or within 4 hours if deemed urgent for Client safety). The declined referral must state the reasons for the decline;
 - 6.6.3 confirm when the commencement of care will take place with the Client ; and
 - 6.6.4 commencement of care is provided within 24 hours of the Client requested start date or the date specified in the referral.
- 6.7 Commencement of Nursing Treatment and/or Allied Health Support must be within 24 hours of identified need unless it is clinically appropriate to defer commencement.
- 6.8 The Supplier must undertake the Service activities within the following timeframes:

Table 5 – Entry to Service Timeframes

Service Activity	Timeframe
Initial contact with Client	Within 24 hours of referral received (or within 4 hours if deemed urgent for Client safety)
Initial Assessment and screening	Within 24 hours of requested date or date specified in referral
Referral acceptance or decline	Within 48 hours of referral received (or within 4 hours if deemed urgent for Client safety)
Commencement of care	Within 24 hours of Client requested start date or date specified in the referral
interRAI assessment (if screening tool confirms interRAI assessment is needed)	Within 5 business days of Initial Assessment (Note: the Supplier may choose to defer assessment as per clause 7.8)
Nursing Treatment or Allied Health Support	Within 24 hours of identified need unless clinically appropriate to defer commencement.

7. SERVICE COMMENCEMENT

- 7.1 The Service commences when the Client is accepted into the Service in accordance with clause 6 of this Service Schedule. The Supplier will commence the Services by undertaking the following:
- 7.1.1 an initial screening to determine eligibility and assessment required using the Screening Tool provided by ACC (see Operational Guidelines) or;
 - 7.1.2 an interRAI Assessment of the Client's needs, and
 - 7.1.3 development of Individual Support Plan, suited to meet the Client's injury need.

Initial Assessment

- 7.2 The Supplier will arrange an Initial Assessment with an appropriate Registered Health Professional of the Multidisciplinary Team.
- 7.3 The Supplier during the Initial Assessment must:
- 7.3.1 Undertake an interRAI Contact Assessment unless;
 - 7.3.1.1 the Supplier identifies the Client meets the criteria for Support Package 1 using the Screening Tool; or
 - 7.3.1.2 the Supplier identifies the Client meets the criteria for transfer to the HCS Maximise Independence Service Contract.

Individual Support Plan (ISP)

- 7.4 As part of the Initial Assessment, the Supplier must also develop an Individual Support Plan (ISP) with the Client and their whānau/family. The ISP will:
- 7.4.1 identify and remediate, where possible, any obstacles, barriers or issues within the home, work or community environment that may impact on an early return to independence;
 - 7.4.2 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);
 - 7.4.3 identify any other risks and risk mitigation strategies;
 - 7.4.4 describe the Client's agreed needs as described in clause 5.2, expected Outcomes and timeframes;
 - 7.4.5 specify the amount of support required over an agreed period of no longer than 6 months per package and how the provision of these Services will support a return to pre-injury independence;

- 7.4.6 document the frequency of Client Reviews;
 - 7.4.7 document Nursing Treatment and Allied Health Support, when required;
 - 7.4.8 be submitted to ACC (see Operational Guidelines), within 5 business days of the assessment.
- 7.5 The Initial Assessment may be delivered in part, by Telehealth where clinically appropriate. The Initial Assessment delivered via Telehealth must:
- 7.5.1 have Client or authorised representative consent, and with the option of an in-person meeting if the Client prefers;
 - 7.5.2 be preceded by an initial risk assessment to ensure Client safety;
 - 7.5.3 meet the same required standards of care provided through an in-person consultation;
 - 7.5.4 meet the requirements outlined in the standards/guidelines of the Service Provider's relevant regulatory body;
 - 7.5.5 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
 - 7.5.6 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.
- 7.6 If a specific Nursing Treatment or an Allied Health Assessment is required, (i.e. as separate from development of the ISP as required in the Initial Assessment and reviews) the Supplier will complete an Initial Assessment and Treatment Plan and ensure that these are incorporated into the ISP.
- 7.7 The Supplier may defer the Initial Assessment where:
- 7.7.1 a referral has been made in advance of a future known need (such as a planned surgery); or
 - 7.7.2 the referral has been received where there is a temporary situation affecting the level of support the person needs (such as family undertaking supports directly after discharge).
 - 7.7.3 in the case of a deferred Initial Assessment, the Supplier will discuss with the Client when a suitable time would be to conduct the screening and assessment and ensure that any essential care needs are catered for ahead of the assessment taking place (ensuring that all appropriate health and safety screening has occurred).

Independent assessment

- 7.8 ACC may seek an independent assessment of a Client's Individual Support Plan at any time and as required.
- 7.9 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 provide the support care as recommend in the independent assessment. ACC will provide a copy of the independent assessment on request by the Supplier.

8. SERVICE DELIVERY

- 8.1 The Supplier must ensure all Services provided in accordance with this Service Schedule will be overseen by a Service Co-ordinator. The Service Co-ordinator must:
- 8.1.1 maintain Clinical Oversight for 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 whānau/family 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 whānau/family 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 enables the Client to reach their pre-injury 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 encouraged to use all available supports, including any natural, community and, or technological supports, to increase whānau /family 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 Support Package Services are available seven days a week, as required to meet Clients' needs;
- 8.2.11 ensuring Service delivery times and hours are 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 all Clinical requirements of the Client are the primary consideration for the timing of service delivery; and
- 8.2.13 ensuring, if required, Nursing Treatment and Allied Health Support are available to meet the Client's needs and provide these Services as agreed in 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 Packages

- 8.3.1 For all Clients receiving one of the four Support Packages, the Supplier will:
 - 8.3.1.1 participate in 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 deliver personal supports and home management supports in a restorative way, where appropriate, by promoting increased Client participation in these tasks as they recover;
 - 8.3.1.4 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; and
 - 8.3.1.5 support and encourage the Client to develop and maintain natural and community supports.
- 8.3.2 Where the Supplier identifies that Childcare is required as part of the Support Package, the Supplier must:

- 8.3.2.1 first consider whether whānau/family or other natural supports can be reasonably be expected to provide Childcare for the Client;
- 8.3.2.2 ensure that all Childcare workers who undertake Childcare services, are appropriately screened as per clause 9.7.1.3;
- 8.3.2.3 ensure the Childcare workers comply with all relevant legislation requirements and adheres to any Supplier guidelines, policies and training for child safety; and
- 8.3.2.4 any time when requested by ACC, 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.

8.4 Nursing Treatment

- 8.4.1 The Supplier will arrange for Nursing Treatment if:
 - 8.4.1.1 the support need is identified during the delivery of Support Packages and determined by an appropriate Registered Health Professional; or
 - 8.4.1.2 ACC has identified the Client's need for Nursing Treatment on the referral or during the period of Service.
- 8.4.2 If the Supplier recognises during the Initial Assessment 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 needs and may make a referral under ACC's Nursing Services contract.
- 8.4.3 When Nursing Treatment is delivered by the Supplier, ACC will pre-approve up to 10 hours (combined total of HCRIAH1, HCRIAH2 and HCRIN1). After these hours are exhausted, the Supplier must seek ACC prior approval for additional hours and/or consider whether the Client would benefit from the Nursing Services contract.
- 8.4.4 The Supplier must oversee and ensure the Registered Nurse or Nurse Practitioner:
 - 8.4.4.1 provides Nursing Treatment that is tailored and flexible to meet the needs of the Client;
 - 8.4.4.2 provides pressure injury management which includes (but is not limited to):

- 8.4.4.2.1 a process for facilitating specialist advice regarding pressure injuries documented as required in clinical policy and procedures;
 - 8.4.4.2.2 a risk assessment completed for Clients receiving Nursing Treatment and a re-assessment if the Client's health status changes; and
 - 8.4.4.2.3 follows the best practice pressure injury prevention and management included in the Operational Guidelines.
- 8.5 For all Nursing Treatment, the Supplier will:
- 8.5.1 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.
 - 8.5.2 ensure the initial Nursing Assessments and Treatment Plans are completed by a Registered Nurse or Nurse Practitioner.
 - 8.5.3 keep all clinical records of all Nursing Treatment(s) delivered to each Client and make these available to ACC on request.
 - 8.5.4 follow all requirements described in the Operational Guidelines regarding Consequential Injuries and Cost of Treatment Regulations.
- 8.6 Nursing Treatment Consumables
- 8.6.1 Low-Cost Consumables are built into the prices for Nursing Treatment. No additional fee is payable by ACC. All Low-Cost Consumables must relate to the Client's covered injury.
 - 8.6.2 The Supplier must request and notify ACC if the Client requires High-Cost Consumables. ACC will review the request and determine whether a referral is required under the Nursing Services contract. No High-Cost Consumables are payable under this Service.
- 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 a Support Package and is initiated by a member of the Multidisciplinary Team; or
 - 8.7.1.2 ACC has identified a Client's need for Allied Health Support on the referral, or during the period of 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 HCRIAH1, HCRIAH2 and HCRIN1) per Client claim. After this period, the Supplier must seek ACC prior approval and/or consider whether the Client would benefit from referral to another speciality service.
- 8.8 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 an Allied Health Provider;
 - 8.8.1.4 keep all clinical records of all Allied Health Support delivered to a Client and make them available to ACC on request;
 - 8.8.1.5 ensure Client progress and Outcomes are measured using recognised, appropriate objective clinical tools;
 - 8.8.1.6 where both Occupational Therapy and Physiotherapy Services are required, the Supplier will ensure communications between providers are appropriately maintained to meet the needs of the Client;
 - 8.8.1.7 the Allied Health Provider will provide clinical oversight and education for the Support Worker and the Client where appropriate;
 - 8.8.1.8 Allied Health 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); and
 - 8.8.1.9 Where it is identified that a Client requires MRES Standard, complex or non-list equipment, the Supplier must inform ACC of the required equipment. ACC will review the request and organise the equipment for the Client.

8.9 Client Review and Reporting

8.9.1 The Supplier must:

- 8.9.1.1 complete a Client Review as often as clinically appropriate and within the planned service timeframe specified in the ISP;
- 8.9.1.2 complete a Clinical Update Report, if required; and
- 8.9.1.3 ensure all Clinical Update Reports are completed by a Registered Health Professional.

8.10 Extension of Services

8.10.1 The Supplier may seek an Extension of Services if:

- 8.10.1.1 Services required to meet the Client's needs will exceed a 6-month period; or
- 8.10.1.2 Services exceed the maximum number of consultations within the 6-month timeframe (See Operational Guidelines for threshold).

8.10.2 For all extension of Services, the Supplier must seek prior approval from ACC before undertaking any further Services.

8.10.3 The Supplier must provide ACC the following documentation for review:

- 8.10.3.1 a Clinical Update Report and a rationale for the need for additional support;
- 8.10.3.2 an outcome summary of any Nursing Treatment or Allied Health Support delivered during the service period (if indicated);
- 8.10.3.3 the new Support Package required (See Operational Guidelines for more details); and
- 8.10.3.4 indicate how Services will be delivered under the new Support Package (e.g. level of input, tasks, expected duration and Outcome).

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

8.11 Transferring Services to another Supplier

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

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

- 8.11.1.2 provide ACC the Client Update Report and any other relevant information, including any known risks related to the Client's Services.
 - 8.11.2 ACC following the notification will determine the Client assessed need and make a referral to a new supplier.
- 8.12 Transferring Services to HCS Maximum Independence Services
 - 8.12.1 The Supplier may request a Client transfer to the HCS Maximise independence Service if:
 - 8.12.1.1 the Client no longer meets the eligibility criteria as stated in clause 5.1; and
 - 8.12.1.2 the Client has received four Support Packages and still requires further care; and
 - 8.12.1.3 the Clinical Update Report outlines why the Client requires a transfer to the HCS Maximise Independence Services.
 - 8.12.2 ACC will review the request for further services and determine whether the Client is eligible for transfer into the HCS Maximise Independence Service (HCMI). If eligibility for HCMI is confirmed ACC will refer the Client to a supplier suitable to address the Client's need. Determination of a suitable supplier will be at ACC sole discretion.
- 8.13 Business Continuity Plan and Individual Continuity Plan (BCP/ICP)
 - 8.13.1 In situations where essential Services cannot be delivered, the Supplier must ensure alternative Services are put in place to provide the support and care to the Client. This will be outlined in both the Supplier's Business Continuity Plan and within the Client's Individual Support Plan. This includes:
 - 8.13.1.1 when the Support Worker is on leave or unable to attend;
 - 8.13.1.2 when services are unable to be provided on public holidays;
 - 8.13.1.3 when a Client's Health and Safety is placed at risk when Support Workers are unavailable; and
 - 8.13.1.4 in emergencies.
 - 8.13.2 The Supplier will 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's Code of Health and Disability Services Consumers' Rights and the HCSS Complaints Categorisation Guidance as per 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 2021 NZS 8134:2021 or any superseding Standard.

9.3 Staffing Capacity

- 9.3.1 The Supplier must maintain the capability and capacity to engage sufficient staff to accept all referrals.

- 9.3.2 The Supplier will have sufficient Service Providers based in each geographical area listed in Part A, clause 2, to provide all service components 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, seven days a week.
 - 9.3.5 The Supplier must maintain sufficient capacity of Registered Health Professional who are trained in using interRAI to complete interRAI assessments within the timeframes stipulated in clause 6.9.
- 9.4 Staffing Qualifications and Experience
- 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 the Client will consist of:
 - 9.4.2.1 Support Worker(s);
 - 9.4.2.2 Service Co-ordinator; and
 - 9.4.2.3 Resource Co-ordinator.
 - 9.4.3 In addition to the core Multidisciplinary 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.
- 9.5 The Supplier will further:
- 9.5.1 ensure their Service Providers as listed in clause 9.4.3 are qualified as detailed by their professional registration body;
 - 9.5.2 ensure, in addition to the qualifications below, that Support Workers are trained by a Registered Health Professional in specific competencies required for the care and safety of the Clients they support;

- 9.5.3 maintain a competency framework for ensuring all Support Workers have regular and adequate training;
 - 9.5.4 notify ACC within two business days of becoming aware of any current or future change in circumstances that prevents the Supplier from meeting the staffing requirements of the Multidisciplinary Team in any region; and
 - 9.5.5 ensure all Services are led by one member of the Multidisciplinary Team who will maintain open and proactive communication with the Client's ACC Recovery Team.
- 9.6 The Supplier must ensure all 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 6 – Service Providers Qualification Requirements

Service Component	Minimum Qualifications level required
Service Co-ordination and oversight	The Supplier must have sufficient Service Co-ordinators who are Registered Nurses or Nurse Practitioners.
Support Worker	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)
Nursing Treatment	Nurse Practitioner, Registered or Enrolled Nurse (working in their scope of practice)
Allied Health Support	Occupational Therapy Physiotherapy All registered and with current Annual Practising Certificates
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.

9.7 Security/Screening

- 9.7.1 The Supplier must:
 - 9.7.1.1 uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this Service Schedule.
 - 9.7.1.2 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;

- 9.7.1.3 ensure all authorised persons who work with children complete a Children’s Worker Safety Check to ensure they are safety checked to the standard required under the Children’s Act 2014 and the Children’s (Requirements for Safety Checks of Children’s Workers) Regulations 2015; and
- 9.7.1.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients or Service Suppliers.
- 9.7.2 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.
- 9.8 Information and communications technology quality requirements
 - 9.8.1 The Supplier will 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.
 - 9.8.2 The Supplier must 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:
 - 9.8.2.1 electronic monitoring or other information technology solutions that provide remote workforce management strategies and reporting.
 - 9.8.2.2 monitoring of essential shifts for Vulnerable Clients (as defined in the Operational Guidelines), in a manner that is appropriate for the Client’s injury;
 - 9.8.2.3 an electronic Patient Management System that combines key Client information and Support Worker rostering information; and
 - 9.8.2.4 the electronic management of travel distance and time that can provide auditable data related to billing.
 - 9.8.3 The Supplier must ensure all information and communication technology meets the security, privacy and accessibility requirements as outlined in the Operational Guidelines.

9.9 Subcontracting arrangements

- 9.9.1 In addition to the Supplier's obligations under clause 16 of ACC's Standard Terms and Conditions, the Supplier must ensure:
- 9.9.1.1 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;
 - 9.9.1.2 each Subcontractor is suitable and has the capacity and capability to deliver that aspect of the Services being subcontracted;
 - 9.9.1.3 all Subcontractors are subject to Police/safety checks prior to commencing work for a Client;
 - 9.9.1.4 all Subcontractors are appropriately qualified and experienced in providing the same or similar services or products;
 - 9.9.1.5 all work completed complies with all regulatory requirements, rules and set out in this Contract;
 - 9.9.1.6 the Subcontractor has adequate insurance to meet the risks associated with the work they are undertaking; and
 - 9.9.1.7 Sub-contractors do not sub-contract out any work they are contracted to undertake under this Contract.
- 9.9.2 ACC may request a copy of all relevant certifications for the Sub-contractor(s).
- 9.9.3 The Supplier must advise ACC immediately of any new subcontractors or if a Subcontractor experiences an insolvency event or a bankruptcy or liquidation.
- 9.9.4 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 the performance of 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 Services, 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 workplaces, 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, and
 - 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); and
 - 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 PCBUs
 - 10.3.1 The Supplier must undertake pre-qualification checks in accordance with Good Industry Practice to 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 with the following on request:

- 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 via the ACC website (www.acc.co.nz)
- 10.5 Supply of information about health and safety
 - 10.5.1 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 its health and safety related obligations under this Service Schedule.

11. SERVICE EXIT

- 11.1 This Service is complete for a Client when:
 - 11.1.1 the Client has achieved their pre-injury independence, as agreed between the Supplier, ACC and the Client within the specified Service timeframes 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 there is agreement between the Supplier and ACC that the Client meets the criteria for transfer to the HCS Maximise Independence Service as per clause 8.13;
 - 11.1.4 the need for the Service is no longer related to the covered injury;
 - 11.1.5 ACC withdraws the referral for any reason; or
 - 11.1.6 the Client dies.
- 11.2 The Supplier will conduct a Service Exit Evaluation, with or without the Client. As part of this evaluation, the Supplier will record whether the Client has regained their pre-injury independence as per the definition in the Operational Guideline.
- 11.3 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.

12. EXCLUSIONS

- 12.1 The following Services are not purchased under this Service Schedule but may be purchased under other Service Schedules:
- 12.1.1 Home and Community - Maximise 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 Support Needs Assessments.
 - 12.1.12 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 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 HCS-RTI. 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 HCS-RTI 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 Vocational Rehabilitation Service.
 - 13.1.6 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 whānau/family. 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 Supplier's 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 resources:
- 14.3.1 data from the ACC database;
 - 14.3.2 data provided to ACC as outlined in clause 15.4 - Table 7;
 - 14.3.3 complaints records;
 - 14.3.4 health and safety notifications;
 - 14.3.5 Provider monitoring reports against key performance indicators (KPIs);and/or
 - 14.3.6 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 provided 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 for the Supplier and other suppliers;
 - 14.4.3 be used by ACC to publish aggregated performance data that identifies all Suppliers in the relevant region, to ensure that Clients have access to this information; or
 - 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 reports described in Table 7. 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 7, 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.
- 15.4 ACC's quality assurance programme is detailed in Table 7 below as follows:

Table 7 – Performance Measurement

	Objective	Performance Measurement	Description	Reporting Mechanism	Reporting frequency
1	Services are delivered safely	Adverse events	The Supplier will record the number of adverse events stratified by risk rating, as defined in the Operational Guidelines	Submitted electronically	Monthly
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	Monthly

	Objective	Performance Measurement	Description	Reporting Mechanism	Reporting frequency
3	Services are effective	Clients achieve the intended service Outcome	The reporting of Client Outcomes adheres to the definitions outlined in the Operational Guidelines.	Submitted electronically	Monthly
		Allied Health is utilised to promote a restorative service	Number of clients receiving allied health and amount of care received is compared to service inputs and Outcomes.	ACC billing data	N/A
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
		Client Outcomes are achieved as efficiently as possible	All service inputs for Functional Groups are submitted and used by ACC to benchmark <ul style="list-style-type: none"> • Average hours/visits per group • Average length of service by group • Casemix distribution (i.e percentage of clients in each group) 	Submitted electronically	Monthly
		Data quality is allowing for determination of service efficiency	Suppliers are monitored on <ul style="list-style-type: none"> • Data completeness • Data accuracy • Data consistency between sources 	Submitted electronically	TBC

Objective	Performance Measurement	Description	Reporting Mechanism	Reporting frequency	
	Clients do not need ongoing services.	ACC will monitor proportion of clients who transition from this service to an alternative contractual arrangement, such as the Home and Community Support - Maintain Independence contract.	ACC data	billing N/A	
		The number of claims that go on to need further packages.	ACC data	billing N/A	
5	Services are client centred	Complaints are minimised	are	All complaints are recorded, a corrective action implemented, and the complaint resolved. Complaint is defined in the Operational Guidelines.	Submitted electronically Monthly. Additional information may be requested by your Engagement and Performance Manager, as required.
	Client experience is captured	Client experience is captured at appropriate intervals and feeds into a quality improvement process which ACC may site at any time. See the Operational Guidelines for more information.	Submitted in writing to your Engagement and Performance Manager	As requested	
6	Services are accessible	Staff qualifications	The Supplier will report on their staffing capacity, including:	Submitted electronically Monthly	
		<ul style="list-style-type: none"> total numbers of staff and FTE Staff qualifications 			

Objective	Performance Measurement	Description	Reporting Mechanism	Reporting frequency
	Number of family or nominated carers	The Supplier will be asked to report on total numbers of family or nominated carers	Submitted electronically	Monthly
	Declined referrals	The Supplier will be asked to report on total numbers of declined referrals	Submitted electronically	Monthly

16. PAYMENT AND INVOICING

- 16.1 In addition to clause 10 of the Standard Health 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 begun in order for the Supplier to claim the Support Package fee. Where an Assessment has occurred, but no Support Services have been delivered (including because the Assessment shows the Client is not eligible for these Services), only the set-up fee will be payable.
- 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. The Supplier must ensure it does not undertake any billing for services that have not occurred, or for more than what has been approved.

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 2 and Table 3 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

Change of Supplier

- 18.1 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 service Supplier in place or taking over the Services itself.
- 18.2 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.
- 18.3 In the event of the need for a hand over of the Services either to ACC or another service provider the Supplier will:
 - 18.3.1 continue to provide the Services until the End Date or Termination Date;
 - 18.3.2 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;
 - 18.3.3 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; and
 - 18.3.4 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) 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 events	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 Provider	An Occupational Therapist or Physiotherapist.
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.
Care Indicator	Care indicated Client, is a notification within ACC's system to identify Client who have previously or currently pose potential risk to the safety of ACC staff or the provider.
Child	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"> • a biological child of kiritaki/client • an adopted child of kiritaki/client

	<ul style="list-style-type: none"> • a child of kiritaki/client's spouse, and kiritaki/client acts as a parent; or • 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)). <p>For the purposes of interRAI a child is 16 or under.</p>
Childcare	For Clients unable to care for their child/children due to their injury. ACC and Suppliers must consider whether whānau/family or other natural supports can reasonably be expected to provide Childcare for Clients.
Children's Worker Safety checks	<p>A children's worker is defined by the Children's Act 2014 as a person who works in, or provides, a regulated service, and the persons work:</p> <ul style="list-style-type: none"> • may or does involve regular or overnight contact with a child or children (other than with children who are coworkers) • takes place without a parent or guardian of the child, or of each child, being present.
Casemix	Casemix is the grouping of patients into statistically relevant groups for the purposes of clinical and financial management. In this Service, these groups are referred to as Functional Groups or Support Packages (1-4).
Client Review	An in-person review of a Client's support needs completed by a Registered Health Professional. The reasons for, and frequency of reviews can be determined by the Supplier at any time within the delivery of each support package.
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 Support Package or request transfer to a different Service. See the Operational Guidelines for more information.
Consequential injury	<p>In accordance with the ACC Act a consequential injury is either:</p> <ul style="list-style-type: none"> • A personal injury that is a consequence of treatment given to the person for another personal injury for which the person has cover; or • 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.
Contact Assessment	The specific InterRAI assessment used within this Service to assess Client need and place Clients into the relevant Functional Group and therefore Support Package.
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.

Client declines care	<p>When a client declines all Home and Community Support – Return to Independence support. No Home and Community Support – Return to Independence support was provided so no Support Package can be invoiced.</p> <p>Note: Only when a support worker provided Home and Community Support – Return to Independence support can the Support Package be invoiced. When the care ends, suppliers will need to send a clinical update report noting the completion.</p>
Clinical Update Report	The report used to notify ACC of changes to a Client’s care or request additional support or a change in the type of support.
Discharge	Discharge from a hospital or after attendance at an Accident & Medical facility that has ACC’s approval to refer Clients to Home and Community Support – Return to Independence Suppliers.
Double Billing	<p>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:</p> <ul style="list-style-type: none"> • under this Contract; and/or • under any other contract or arrangement, whether by the Supplier or by a Service Provider.
Engagement and Performance Manager (EPM)	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 (EN)	Enrolled nurses practise under the direction and delegation of a Registered Nurse or Nurse Practitioner to deliver nursing care and health education across the life span to health consumers in community, residential or hospital settings.
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.
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 Consumable	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> <ul style="list-style-type: none"> a hospital, hostel, hotel, motel, rest home or other institution; a 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.

Home and Community Support – Maximise Independence or HCS Maximise independence Service	A separate ACC Service for home and community supports for Clients with more complex or long term needs than can be met through this Service.
Home and Community Support – Return to Independence	Has the meaning given to it in Part B, clause 1.1 of this Service Schedule.
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 or ISP	A plan agreed with a Client and reflecting their goals or assessed needs, provided by ACC/Health New Zealand - Te Whatu Ora as part of the referral, which specifies: <ul style="list-style-type: none"> • how the Outcome identified in the Plan will be met; • the type and amount of Services to be delivered; • when the services will be delivered; • how and when any flexible services will be delivered. • when the services will be reviewed • Risks and mitigations
Initial Assessment	An assessment of Client needs completed by a Registered Health Professional to establish the appropriate level of care and formulate an Individual Support Plan.
interRAI	interRAI assessments are internationally developed and validated comprehensive clinical assessments, which focus on a person's function. The primary purpose of interRAI assessments is to accurately determine the characteristics of a person in order to fully understand their needs, ranging from clinical to social support and prepare a care plan. The information provided by interRAI assessment supports the decisions made by a healthcare professional and produces the casemix group.
KPI	Key Performance Indicator
Low-Cost Consumables	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 Services (MRES)	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.
Maximum Number of services provided	Whilst the funding under this service should be aggregated across all Clients in the service, there may be some clients who require an exceptionally high amount of care within the 6-month package period. For Clients who have more than 60 hours of support for Support Packages 1 or 2 Or For Clients who have more than 120 hours of support for Support Packages 3 or 4 The Supplier is able to access a new Support Package prior to the end of the 6-month period.

Multidisciplinary Team	The team set up by the Supplier as set out under Part B clause 9.4 of this Service Schedule.
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.
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 for 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 HCS-RTI 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. Outcomes include full independence, partial independence or other and must be categorised on the basis of the questionnaire within the Operational Guidelines.
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.
Provider	A Registered Health Professional who delivers claim-related treatment or services directly to an ACC Client. They may provide services via Cost of Treatment Regulations or be employed or engaged by a supplier.
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 Coordinator	A non-health professional who coordinates staff rosters and service allocations.

Restorative Support	A flexible approach to health care that respects the individual, and supports them to obtain and maintain their pre-injury level of independence
Screening Tool	A tool used by the Supplier to confirm eligibility and to identify Clients who can be placed into Support Package 1 without further assessment. The tool can be found in the Operational Guidelines.
Service 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 Service Co-Ordinator maintains clinical oversight of the Client throughout their services.
Service Provider	Has the meaning in the Standard Terms and Conditions and includes an individual e.g. a Nurse or Physiotherapist
Social Rehabilitation Needs Assessment (SRNA)	An assessment carried out by an ACC supplier that provides information about kiritaki/client's injury and non-injury related rehabilitation and support needs, and the available options to meet kiritaki/client's identified needs.
Supplier	An organisation that ACC pays to arrange or provide claim-related treatment or services for our kiritaki/client.
Support Package(s)	Has the meaning given in Part B clause 4.1.2 of this Service Schedule.
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	The use of information or communication technologies to deliver health care when clients and care providers are not in the same physical location. For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes texts, SMS messaging, and emails. 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).
Treatment Plan	A structured document completed by a Registered Health Professional that outlines the agreed approach for managing a Client's recovery. It includes the Client's injury details, identified barriers, cultural and spiritual considerations, specific treatments, goals, and milestones.