



# SERVICE SCHEDULE FOR SENSITIVE CLAIMS RESIDENTIAL REHABILITATION SERVICES

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

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## A. QUICK REFERENCE INFORMATION

### 1. TERM FOR PROVIDING SENSITIVE CLAIMS RESIDENTIAL REHABILITATION SERVICES

- 1.1 The Term for the provision of Sensitive Claims Residential Rehabilitation Services is the period from 1 December 2019 or the date of signing ("Start Date") until the close of 30 November 2026 ("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 a maximum of one further period of two years. Any decision to extend the Term of this Service Schedule will be based on:
- 1.2.1 the parties reaching agreement on the extension in writing prior to the End Date; and
  - 1.2.2 ACC being satisfied with the performance of the Services by the Supplier; and
  - 1.2.3 all other provisions of this Contract either continuing to apply during such extended Term or being re-negotiated to the satisfaction of both parties.
- 1.3 There is no obligation on the part of ACC to extend the Term of the Service Schedule, even if the Supplier has satisfactorily performed all the Services.

### 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 3.1)

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### 3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 12)

**Table 1 - Service Items and Prices**

Service Item Code	Service Level	Service Item Definition	Price (excl. GST)	Pricing Unit
CR10	Pre-referral	Pre-referral assessment - includes report and attendance at case conference.	\$731.54	Per client (Package Price)
CR01	Level 1	Residential care with minimal rehabilitation (Service Level 1); or Development of Initial Assessment and Rehabilitation Plan (Service Level 2 and 3 only).	\$660.59	Per day
CR02	Level 2	Residential Care with Intensive Rehabilitation and Intensive Supervision.	\$660.59	Per day
CR03	Level 3	Residential Care with Intensive Rehabilitation and Moderate Supervision.	\$660.59	Per day
CR04	Level 4	Short Term Residential Crisis Care with Intensive Supervision.	\$660.59	Per day
CR12	Level 2 - DBT	Residential Care with Intensive Rehabilitation and Intensive Supervision – delivered using Dialectic Behavioural Therapy (DBT).	\$726.05	Per day
CR13	Level 3 - DBT	Residential Care with Intensive Rehabilitation and Moderate Supervision – delivered using Dialectic Behavioural Therapy (DBT).	\$726.05	Per day
CR06	Bed Retention Rate	Bed Retention	\$362.91	Per day
CR16	Bed Retention Rate - DBT	Bed Retention for Dialectic Behavioural Therapy (DBT).	\$410.91	Per day
CR07	Transition to Community	Liaison with relevant service providers in the Client's home community; follow up sessions with the Client delivered via Telehealth	\$219.56	Per hour (max 5 hours per Client)

If the Client dies while receiving of the services described above, the Supplier may charge for an additional day of Service, at the prices which applied immediately prior to the Client's death.

**Table 2 – Travel Codes for Residential Rehabilitation**

Service Item Code	Service Level	Service Item Definition	Price (excl. GST)	Pricing Unit
CRTD10	Distance	<p>A contribution towards travel: for return travel via the most direct, practicable route; and where the return travel exceeds 20km.</p> <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC).</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.82	Per Km
CRTA1	Air Travel	<p>Air travel when a Service Provider is: requested by ACC to travel to an outlying area that is not the Service Provider’s usual area of residence or practice to deliver Services; and air travel is necessary and has been approved by ACC.</p> <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one client (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>	Actual and Reasonable	Per Trip
CRAC	Accommodation	<p>Payable when a Supplier has been requested by ACC to provide Services in an outlying area that is not the Supplier’s usual area of residence or practice and overnight accommodation is necessary. ACC will pay actual and reasonable accommodation costs of up to a maximum of \$282.97 excl. GST per day with prior ACC Claims Manager approval and receipts provided.</p> <p>Hotels – Maximum of \$188.65 excl. GST per night.</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$94.32 excl. GST per 24 hour period where overnight is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	\$282.97	Per Night

#### 4. PRICE REVIEW

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

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

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

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

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

*Table 3 - Relationship Management*

Level	ACC	Supplier
Client	Recovery Team / Recovery Team Member	Individual staff or operational contact
Relationship and performance management	Engagement and 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  
19 Aitken Street  
Wellington 6011  
P O Box 242  
Wellington 6140  
Marked: "Attention: Procurement Partner"  
Phone: 0800 400 503  
Email: health.procurement@acc.co.nz

(for delivery)

(for mail)

**NOTICES FOR SUPPLIER TO:**

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

(for deliveries)

(for mail)

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

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

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

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

## TABLE OF CONTENTS

1.	PURPOSE .....	7
2.	OBJECTIVES .....	7
3.	KEY SERVICE COMPONENTS.....	7
4.	SERVICE COMMENCEMENT .....	7
5.	SERVICE LEVEL DESCRIPTION .....	11
6.	DETAILED SERVICE DESCRIPTION.....	13
7.	TIMEFRAMES FOR THE PROVISION OF SERVICES .....	20
8.	EXIT FROM SERVICE .....	21
9.	SERVICE QUALITY REQUIREMENTS .....	23
10.	INFORMATION SECURITY .....	28
11.	CONTRACT MONITORING REPORTING REQUIREMENTS .....	29
12.	KEY WORKING RELATIONSHIPS.....	30
13.	PAYMENT & INVOICING.....	30
14.	HEALTH AND SAFETY .....	32
15.	BROADER OUTCOMES .....	34
16.	DEFINITIONS .....	34

## **B. SERVICE SPECIFICATIONS FOR SENSITIVE CLAIMS RESIDENTIAL REHABILITATION SERVICES**

### **1. PURPOSE**

- 1.1 The Supplier agrees to provide Residential Rehabilitation Services to Sensitive Claims Clients to assist in restoring their independence to the maximum extent practicable and to ameliorate the effects of mental injury.

### **2. OBJECTIVES**

- 2.1 The key objectives of Sensitive Claims Residential Rehabilitation services include:
  - 2.1.1 Providing assistance that helps the injured person regain, acquire, or use the skills necessary for that degree of mental, physical, social, and vocational function that will enable them to lead as normal a life as possible having regard to the consequences of their personal injury;
  - 2.1.2 Assisting the Client to undertake the activities of daily living to the greatest extent possible having regard to the consequences of their injury;
  - 2.1.3 Providing rehabilitation in a manner consistent with each Client's culture; and
  - 2.1.4 Providing a comprehensive, flexible, multidisciplinary and coordinated approach to Client rehabilitation.

### **3. KEY SERVICE COMPONENTS**

- 3.1 Service location
  - 3.1.1 You will provide Rehabilitation Services at the location specified in Part A, clause 2 or at an alternative location negotiated with ACC and the Client prior to Service delivery.
- 3.2 Service delivery times
  - 3.2.1 For Service Levels 1-4, Rehabilitation Services will be available 24 hours a day.

### **4. SERVICE COMMENCEMENT**

- 4.1 Eligibility criteria
  - 4.1.1 A Client is entitled to Rehabilitation Services under this Service Schedule if:
    - 4.1.1.1 The Client has suffered a Mental Injury accepted for cover under the AC Act, and
    - 4.1.1.2 Services are required in respect of that Mental Injury; and

- 4.1.1.3 ACC is satisfied that the Client meets the criteria for residential care and treatment in accordance with clause 4.2 below.
- 4.1.1.4 The Supplier must ensure the criteria for residential treatment is satisfied and ACC confirms that the Client meets the following criteria:
- 4.1.1.4.1 A demonstrated mental injury (using a recognised classification model) defined as a “clinically significant cognitive, behavioural or psychological dysfunction” in accordance with section 27 of the AC Act and where the sexual abuse or sexual assault was a substantial or a material cause of the injury (a causal link);
- 4.1.1.4.2 Non-improvement with outpatient treatment and/or persistent concerns regarding safety of the Client or others;
- 4.1.1.4.3 A serious psychological injury, described as:
- High degree of permanent psychological impairment with danger to self or others;
  - High degree of permanent psychological impairment – high risk of exploitation, but no danger to self or others;
  - High degree of psychological impairment with danger to self or others;
  - High degree of psychological impairment – high risk of exploitation, but no danger to self or others; or
  - Medium/High degree of psychological impairment; and
- 4.1.1.4.4 An independent psychiatric report received by ACC, which establishes the above criteria with a justification as to the need for residential treatment including psychotherapy. The report shall address:
- the level of the Client’s social functioning, family/whānau relationships, self-esteem, recovery from dissociative tendencies, ability to work and/or contribute to society;



- the existence of a demonstrated mental injury as defined in section 27 of the AC Act;
- the existence of substance or alcohol abuse;
- whether the sexual abuse or sexual assault was a substantial or a material cause of the injury (a causal link);
- treatment history to date and the effectiveness of this treatment;
- what current treatment the Client requires;
- whether the treatment should be provided on an inpatient or outpatient basis;
- the time framed outcomes/goals that the Client would gain from inpatient treatment; and
- a recommendation as to the length of inpatient treatment required to achieve the outcomes/goals.

## 4.2 Pre-Referral Assessment

- 4.2.1 ACC will engage with the Supplier about the appropriateness of the Client requiring SCRR Services from the Supplier.
- 4.2.2 ACC and the Supplier will discuss the Client's needs and consider whether it is beneficial for the Supplier to meet the Client and current treatment providers (i.e. community counsellor and/or GP<sup>1</sup>) working with the Client to assess whether SCRR would be appropriate.
- 4.2.3 The Supplier must obtain prior approval from ACC prior to undertaking the services (CR10).
  - 4.2.3.1 The CR10 service will cover the costs for up to two people from the Supplier's organisation to attend a case conference with the Client and current community treatment providers, and a report back to ACC stating whether SCRR would be appropriate and why.

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<sup>1</sup> Please note the current treatment providers (i.e. Counsellor and/or GP) would be paid separately for their attendance at a case conference under the auxiliary entitlement CASEC service code. This service code is not part of the SCRR service.

- 4.2.3.2 A pre-report will be sent to the independent psychiatrist to consider as stated above.
    - 4.2.3.3 Transportation for two people to attend a case conference from the Supplier's organisation will be covered by CRT10, CRTA1 and/or CRAC.
  - 4.2.4 The Supplier will provide a Pre-Referral Assessment Report which must include the following information:
    - 4.2.4.1 Proposed Treatment Goals for the Client's injury related needs;
    - 4.2.4.2 Proposed treatment service level and duration for the Client, and
    - 4.2.4.3 Confirmation as to whether the Client is a suitable candidate for the Supplier's facility. If the Client is not a suitable candidate for the Supplier's facility, the reason for this must be detailed in the pre-referral assessment report.
- 4.3 Referral process
  - 4.3.1 The Supplier has received a Referral from ACC, requesting Rehabilitation Services for the Client. The Referral will include:
    - 4.3.1.1 Claim Number, Client and ACC contact details;
    - 4.3.1.2 The pre-referral assessment report written by the Supplier;
    - 4.3.1.3 A full assessment report written by an independent psychiatrist confirming that the Client meets ACC's specifications for access to this service;
    - 4.3.1.4 A recommendation regarding the Service Level (as outlined in clause 5 below) required for the Client;
    - 4.3.1.5 The reports used by ACC to establish cover;
    - 4.3.1.6 ACC's recommendations as to the length of treatment, rehabilitation objectives and time framed outcomes/goals;
    - 4.3.1.7 A Client Consent for the Collection and Release of Information Form; and
    - 4.3.1.8 Any other relevant details and reports.
- 4.4 Pre-Admission Visit
  - 4.4.1 The Supplier may request a Pre-admission visit if:
    - 4.4.1.1 the Supplier considers the Client's preliminary assessed needs are complex; and

- 4.4.1.2 a pre-referral assessment and the referral process are insufficient to establish whether a Client is suitable for admission to a Supplier's facility.
- 4.4.1.3 the Supplier may invoice ACC for Pre-Admission Visit via CR01 and is capped at two (2) units.

## 5. SERVICE LEVEL DESCRIPTION

5.1 The following are descriptions of each of the Service Levels that may possibly be provided; those Service Levels which may be undertaken by the Supplier are listed in Part A, clause 4. A more detailed description of each Service component is provided in clause 6 below.

5.2 Residential care with minimal rehabilitation – Service Level 1

5.2.1 General Description and Expected Rehabilitation Outcome:

5.2.2 On the basis of an independent psychiatric assessment, these Clients are unlikely to benefit from a rehabilitation programme but are expected to need secure residential care on a long-term basis for their own personal safety and for public safety. These Clients must undergo a reassessment by an independent psychiatrist on a six-monthly basis, or earlier if recommended by the Supplier or ACC.

Services Included	Expected Input Level
Accommodation	On-going requirement
Oversight Supervision	24 hours per day
General Medical Care	To be provided as required
Medication	To be prescribed by a registered medical practitioner as required
One-to-One Nursing for Brief Periods	To be provided as required
Day Programme	Up to 8 hours per day

5.3 Residential Care with Intensive Rehabilitation and Intensive Supervision – Service Level 2

5.3.1 General Description and Expected Rehabilitation Outcome:

5.3.2 On the basis of an independent psychiatric assessment, these Clients require residential care with intensive rehabilitation based on each Client's Initial Assessment and Rehabilitation Plan, and intensive supervision.

Services Included	Expected Input Level
Accommodation	On-going requirement
Oversight Supervision	24 hours per day
General Medical Care	To be provided as required
Medication	To be prescribed by a registered medical practitioner as required

<b>Services Included</b>	<b>Expected Input Level</b>
One-to-One Nursing for Brief Periods	To be provided as required
Development and Review of Initial Assessment and Rehabilitation Plan	Up to 10 hours per week initially then up to 1 hour per week
Individual Counselling	Up to 2 hours per day
Groupwork Counselling	Up to 4 hours per day
Progress Reports	To be provided to ACC every three months
Day Programme with Community Reintegration	Up to 4 hours per day
Team Co-ordination	To be provided as required

#### 5.4 Residential care with intensive rehabilitation and moderate supervision – Service level 3

##### 5.4.1 General description and expected rehabilitation outcome

5.4.2 On the basis of an independent psychiatric assessment, these Clients require residential care with intensive rehabilitation based on each Client's Initial Assessment and Rehabilitation Plan, and moderate supervision.

<b>Services Included</b>	<b>Expected Input Level</b>
Accommodation	On-going requirement
Oversight Supervision	To be provided as required
General Medical Care	To be provided as required
Medication	To be prescribed by a registered medical practitioner as required
Development and Review of Initial Assessment and Rehabilitation Plan	Up to 10 hours per week for new plans and up to 1 hour per week reviewing existing plans
Individual Counselling	Up to 2 hours per day
Groupwork Counselling	Up to 4 hours per day
Progress Reports	To be provided to ACC every three months
Day Programme with Community Reintegration	Up to 4 hours per day
Team Co-ordination	To be provided as required

#### 5.5 Short Term Residential Crisis Care with Intensive Supervision – Service Level 4

##### 5.5.1 General Description and Expected Rehabilitation Outcome

5.5.2 Crisis Care with intensive supervision may be activated either by ACC seeking short-term residential support for a Client or by the Supplier for a Client currently receiving services. In certain circumstances (i.e. an emergency or outside normal office hours), this care may be activated for up to 72 hours without prior approval.

- 5.5.3 Approval is required as soon as practical and a full exception report must be filed to ACC containing rehabilitation plans for the Client once they are released from Service Level 4. The maximum time a Client may receive Crisis Care from the Supplier is 14 consecutive days.

Services Included	Expected Input Levels
Supervised Accommodation	On-going requirement
Oversight Supervision	24 hours per day
General Medical Care	To be provided as required
Medication	To be prescribed by a registered medical practitioner as required
One-to-One Nursing Care	To be provided when clinically required
Day Programme	Up to 4 hours per day

5.6 Service Level 2 and 3 – delivered using Dialectical Behaviour Therapy (DBT)

5.6.1 General Description and Expected Rehabilitation Outcome

5.6.2 Dialectical Behaviour Therapy is an intensive group-based psychotherapy approach, designed to help people increase their emotional and cognitive regulation and learn new skills for managing relationships and coping with distress.

5.6.3 All DBT work is to be undertaken by clinicians who have had appropriate training and experience in DBT, and whose Supervisor is similarly trained and experienced.

## 6. DETAILED SERVICE DESCRIPTION

The following describes each of the services to be provided as part of the above Service Levels.

6.1 Accommodation (Service Levels 1-4)

6.1.1 The Supplier shall ensure that all accommodation provided for Clients is secure, licensed, and meets the health and disability sector requirements. All accommodation facilities must comply with *Health and Disability Service Standards (NZS8134:2021/NZS81341:2021)*. The Supplier shall also ensure that each Client's need for privacy and dignity is met, and that their environment is conducive to maintaining their relationships with friends, family/whānau, chosen support networks and the community. In addition, the accommodation provided by the Supplier must promote a home-like atmosphere, focus on the needs of the individual, and have spaces conducive to individual and group activities.

- 6.2 The Supplier will ensure that any Accommodation services provided include, but are not limited to:
  - 6.2.1 Hotel Services;
  - 6.2.2 Nutrition;
  - 6.2.3 Hydration;
  - 6.2.4 Access to emergency care;
  - 6.2.5 All incidental services which a reasonable and responsible Supplier of similar services would provide to meet the physiological, cultural and social needs of a Client while in the care of the Supplier.
- 6.3 Supervision (Service Levels 1-4)
  - 6.3.1 The Supplier will ensure that Clients are supervised and secure to the level required, and that each Client's location is known at all times while in the care of the Supplier.
  - 6.3.2 In the event of a missing Client, the Supplier shall conduct a search on the premises, then phone the police after twenty minutes if the missing Client has not been located and notify ACC as soon as possible. An exception report, outlining the events that occurred, must be sent to ACC as soon as possible.
- 6.4 General medical care (Service Levels 1-4)
  - 6.4.1 The Supplier shall ensure that Clients receiving Service Levels 1-4 have access to general medical care as required for general medical needs.
- 6.5 Medication (Service Levels 1-4)
  - 6.5.1 ACC will ensure the Supplier receives details of the Client's injury, psychiatric and medical history, and any current medication requirements.
  - 6.5.2 Any additional medication may only be prescribed by registered medical practitioners in acute situations and in accordance with the Client's Initial Assessment and Rehabilitation Plan.
  - 6.5.3 The Supplier will ensure that all Clients on medication will be regularly monitored for therapeutic response and side effects. Where medication is not producing the desired response, or is associated with significant side effects, the Supplier will seek a full medication review with a registered medical practitioner and notify the Client's general practitioner of any medication alterations.

- 6.5.4 The Supplier will have written and implemented protocols that ensure each Client's medications are supplied and administered safely, and that reflects the guidelines outlined in the Ministry of Health Booklet "Medicines Management Guide for Community Residential and Facility-based Respite Services – Disability, Mental Health and Addiction."
- 6.5.5 The Supplier will liaise closely with ACC and care givers regarding the provision, monitoring and effects of medication.
- 6.6 Team co-ordination (Service Levels 2 and 3)
  - 6.6.1 The Supplier will appoint a staff member to act as team coordinator for each Client.
  - 6.6.2 The Team Coordinators primary responsibility involves:
    - 6.6.2.1 The co-ordination of the multi-disciplinary team;
    - 6.6.2.2 Liaison with the Client and ACC;
    - 6.6.2.3 The practical day-to-day operation and management of the Initial Assessment and Rehabilitation Plan;
    - 6.6.2.4 The administration of practical requirements for the Client in consultation with ACC such as travel, and communication with ACC contracted home based rehabilitation Suppliers, community nursing providers, and vocational rehabilitation providers;
    - 6.6.2.5 Appropriate referrals to other treatment providers for the prevention, recognition and treatment of co-morbid disorders in consultation with ACC;
    - 6.6.2.6 Provision of information and co-ordination with ACC and other ACC contracted providers as determined by ACC;
    - 6.6.2.7 Client and family/whānau education; and
    - 6.6.2.8 Comprehensive discharge planning aimed at a smooth transition to the community, and at continuity of care to promote social reintegration and resumption of roles in the home, family/whānau and the community in consultation with ACC.
- 6.7 One-to one nursing care (service levels 1-4)
  - 6.7.1 The Supplier will ensure that Clients have access to special one-to-one nursing when their behaviour or psychiatric symptoms place them at high risk to themselves or to others. The Supplier will also take responsibility for transferring Clients to more clinically intensive services when this is clinically indicated and will inform ACC of this as soon as possible.

## 6.8 Transport

- 6.8.1 From time to time, the Supplier may determine that a Client requires return transportation from the location specified in Part A, clause 2, to either the Client's place of residence or to a provider of another health-related service, for example a contracted provider of Short-Term Residential Crisis Care (Service Level 4).
- 6.8.2 The Supplier may arrange for such transportation at ACC's expense where the transportation needs meet the criteria specified in the Accident Compensation (Ancillary Services) Regulations 2002 if prior approval has been obtained from ACC. Where transport is required in emergency situations or outside the working hours of ACC, the Supplier may arrange transport for the Client, and inform ACC of this as soon as possible.

## 6.9 Development and Review of Initial Assessment and Rehabilitation Plan (Service Levels 2 and 3)

- 6.9.1 This Service will include:
  - 6.9.1.1 A comprehensive assessment of the Client by the Supplier including review of available documentation provided by ACC;
  - 6.9.1.2 Liaison with ACC and other health care professionals involved with the Client;
  - 6.9.1.3 Development of rehabilitation objectives, measures and expected timeframes;
  - 6.9.1.4 Development of a plan for rehabilitation services, in three-month periods, which specifies number of hours needed with each Team Member for Individual Counselling, Groupwork Counselling and Day Programme, and which addresses the Client's medical, psychological, family/ whānau and social needs;
  - 6.9.1.5 Obtaining signed agreement of the Initial Assessment and Rehabilitation Plan with the Client and ACC; and
  - 6.9.1.6 Making provisions for Client, Supplier, and community safety.
- 6.9.2 The Initial Assessment and Rehabilitation Plan will be reviewed by the multi-disciplinary team on a weekly basis, and will be adapted in consultation with the Client and ACC to reflect the changing needs of the Client as required.



## 6.10 Individual counselling (Service Levels 2 and 3)

6.10.1 The requirement for Individual Counselling programmes will be identified in the Client's Initial Assessment and Rehabilitation Plan. Services may include (but are not restricted to):

- 6.10.1.1 intensive counselling;
- 6.10.1.2 cognitive-behavioural management;
- 6.10.1.3 neuropsychological therapy;
- 6.10.1.4 clinical psychological interventions;
- 6.10.1.5 psychiatric interventions;
- 6.10.1.6 psychotherapy.

## 6.11 Groupwork counselling (Service Levels 2 and 3)

6.11.1 The purpose of Groupwork counselling is to maximise the Client's independence in daily living and encourage the development of personal boundaries, appropriate self-disclosure, empathy, trust, the ability to build effective interpersonal relationships, appropriate emotional expression, and reality testing.

6.11.2 Groupwork counselling will be age, gender and culturally appropriate and will include:

- 6.11.2.1 goal setting, re-assessment of goals and progress discussions;
- 6.11.2.2 a forum to discuss and address issues arising from sexual abuse;
- 6.11.2.3 the provision of information regarding sexual abuse and its consequences;
- 6.11.2.4 psychosocial skills training as appropriate and relevant which may include Dialectical Behaviour Therapy skills training.

## 6.12 Day Programme and Community Reintegration (Service Levels 1 to 4)

6.12.1 The requirement for a Day Programme will be identified in the Initial Assessment and Rehabilitation Plan. The Day Programme will include:

- 6.12.1.1 Activities which promote community reintegration and training for independent living in:
  - 6.12.1.1.1 Financial management;
  - 6.12.1.1.2 health care;
  - 6.12.1.1.3 home management;
  - 6.12.1.1.4 personal hygiene;

- 6.12.1.1.5 meal preparation;
- 6.12.1.1.6 mobility;
- 6.12.1.1.7 safety management;
- 6.12.1.1.8 shopping skills;
- 6.12.1.1.9 use of public transport;
- 6.12.1.1.10 networking to ensure the Client has social supports in place on discharge;
- 6.12.1.1.11 educational skills such as communication training;
- 6.12.1.1.12 establishment of normative routines.

6.12.1.2 Skill development and functional enhancement through demonstration, training, supervision, practice and feedback.

### 6.13 Progress reports (Service Levels 2 and 3)

6.13.1 This Service involves the provision of Progress Reports for the Client to ACC every three months or earlier as requested by the ACC. Information in the Progress Report will include:

- 6.13.1.1 Client Name, Claim Number, and Date of Birth;
- 6.13.1.2 Current Service Level;
- 6.13.1.3 Confirmation that the Progress Report has been based on a multi-disciplinary consultation and there have been opportunities provided to the family/ whānau for input into this Progress Report;
- 6.13.1.4 Description of progress towards both lower level functional rehabilitation outcome(s) and the rehabilitation outcomes defined in the Initial Assessment and Rehabilitation Plan, and explanation of any variance to these;
- 6.13.1.5 Details of, and reasons for, any amendments to the Initial Assessment and Rehabilitation Plan;
- 6.13.1.6 Advice regarding any recommended change to the existing Service Level, and if so, what this new Service Level should be;
- 6.13.1.7 Advice of the remaining duration of the Initial Assessment and Rehabilitation Plan left to run until next Progress Report and if applicable, the focus of the next period of rehabilitation, including time framed outcomes/goals; and
- 6.13.1.8 Any other clinically relevant concerns or information.

- 6.13.1.9 Details of the Client's transition/discharge plan and proposed discharge date.
- 6.13.1.10 Any Progress Report must be accompanied by two ACC approved Patient Reported Outcome Measures completed by the Client within 2 weeks of the progress report date.
- 6.13.1.11 Progress Reports must be submitted on an ACC approved template.

#### 6.14 Completion reports (Service Levels 1-4)

- 6.14.1 This Service involves the provision of a Completion Report two weeks prior to the completion of the Rehabilitation Services. Each Completion Report must contain the following information for each individual Client:
  - 6.14.1.1 Client name and claim number;
  - 6.14.1.2 Detailed plans regarding the Client's discharge from the service;
  - 6.14.1.3 Client's rehabilitation outcomes/goals at the beginning of the Rehabilitation Services;
  - 6.14.1.4 Client's feedback on their achievement of these outcomes/goals;
  - 6.14.1.5 Supplier's feedback on the Client's achievement of these outcomes/goals;
  - 6.14.1.6 Any other achievements the Client has made during, or as a result of the Rehabilitation Services; and
  - 6.14.1.7 Recommendations for future rehabilitation.
  - 6.14.1.8 A Copy of the Completion Report must be sent to ACC, the Client's GP, and the Client's family/ whānau if appropriate.
  - 6.14.1.9 Detail on how skills gained in this service will be maintained and furthered when the Client returns to the community.
  - 6.14.1.10 An ACC approved Patient Reported Outcome Measure completed by the Client in the 2 weeks prior to the discharge date.
  - 6.14.1.11 Completion Reports must be submitted on an ACC approved template.

#### 6.15 Occurrence of an Exception

- 6.15.1 An Exception is where an incident has occurred that:
  - 6.15.1.1 is clearly outside accepted rehabilitation practices. The occurrence may be notified by the Client or another person e.g. staff member, member of the public or family/whānau; or

- 6.15.1.2 is of an unacceptable risk to the safety and security of the Client or another party involved in Service provision; or
- 6.15.1.3 has the potential to become high profile or attract media/advocacy group attention; or
- 6.15.1.4 is any other situation that ACC should reasonably expect to be advised about.
- 6.15.2 Incidents may include (without limitation):
  - 6.15.2.1 Death of Client; or
  - 6.15.2.2 Abuse/Assaults on Supplier staff or fellow patients (verbal, physical or sexual) by a Client; or
  - 6.15.2.3 Media reports illustrating a Client's situation; or
  - 6.15.2.4 A Significant Complication requiring Transfer of Care; or
  - 6.15.2.5 Breach of house rules that may result in the Client being removed from the facility; or
  - 6.15.2.6 The Client leaving the facility without permission (Client is absent without leave); or
  - 6.15.2.7 The Client being admitted to hospital for psychiatric or medical treatment; or
  - 6.15.2.8 Any other events that would indicate that the Client may be a safety and security risk to themselves or others.
- 6.16 Exception report
  - 6.16.1 If an Exception occurs, the Supplier will:
    - 6.16.1.1 verbally notify ACC within 24 hours of the Exception occurring, except where this occurs outside a Business day, in which case the Supplier must notify ACC on the following Business day; and
    - 6.16.1.2 within 2 Business days, send a written report to ACC which identifies the Client and describes the nature of the Exception and subsequent steps taken by the Supplier (including any Transfer of Care).

## **7. TIMEFRAMES FOR THE PROVISION OF SERVICES**

- 7.1 The Supplier must acknowledge a request for a pre-referral assessment within 2 business days of contact from ACC.
- 7.2 The Supplier must submit the pre-referral assessment report to ACC within 5 Business Days after attending the case conference.

- 7.3 The Supplier must acknowledge a Referral for Rehabilitation Services within 2 Business Days of receipt of the Referral.
- 7.4 The Supplier must submit the Initial Assessment and Rehabilitation Plan to ACC within 28 days of a Client's admission to Rehabilitation Service Level 2 and 3.
- 7.5 Rehabilitation Services must be completed within the timeframes described in the Initial Assessment and Rehabilitation Plan.
- 7.6 A Progress Report must be provided to ACC after three months and/or on request by ACC as required, and must contain the details set out in Part B, clause 6.12 and such other details as would normally be provided as a matter of good practice.
- 7.7 Following the submission of a Progress Report to ACC after the first three-month treatment period, ACC will determine if an external review by an independent psychiatrist is required (except in the case of Level 1 where applicable).
- 7.8 Where Rehabilitation Services extend beyond 26 weeks (from the first day of admission), ACC will determine if an independent psychiatrist is required (except in the case of Level 1).
- 7.9 ACC may extend the time of an agreed part of the Rehabilitation Services by negotiation and agreement with the Client and the Supplier in order to better meet the Client's rehabilitation objectives and time framed outcomes/goals.
- 7.10 A Progress Report must be provided to ACC three months after any external review by an independent psychiatrist is conducted and/or on request of ACC as required and must contain the details set out in Part B, clause 6.13 and such other details as would normally be provided as a matter of good practice.
- 7.11 Completion reports must be provided to ACC two weeks prior to completion of Rehabilitation Services and on request of ACC as required and must contain the details set out in Part B, clause 6.14 and such other details as would normally be provided as a matter of good practice.

## **8. EXIT FROM SERVICE**

- 8.1 In all cases ACC must approve the exiting of the Service or Service Level, and appropriate documentation must be completed by the Supplier (e.g., Referral and Completion Reports), and received by ACC within the relevant timeframes.
- 8.2 Transition or discharge planning begins from the date the Client is admitted to the Service and becomes more detailed during the Client's rehabilitation.
- 8.3 The Supplier will include transition or discharge information in the Client's rehabilitation plan and in every subsequent progress report.
- 8.4 Transition or Discharge Information includes any barriers identified which will prevent the client from returning to their home community.

- 8.5 The Services that ACC purchases from the Supplier for a Client end:
- 8.5.1 When Progress reports indicate that the expected rehabilitation outcomes have been met and an intensive rehabilitation programme is no longer necessary; or
  - 8.5.2 When the Client's needs alter to the point where a Service Level not offered by the Supplier is required as indicated by Progress Reports and as agreed to by ACC; or
  - 8.5.3 When the Supplier has completed the Rehabilitation Services outlined in the Initial Assessment and Rehabilitation Plan and forwarded the Client's Completion Report to ACC; or
  - 8.5.4 In respect of Service Level 4, when the Client no longer requires this type of care, or when 72 hours have elapsed after commencement of the crisis (unless this period is extended with ACC approval), whichever is earlier; or
  - 8.5.5 When an independent psychiatrist's report obtained by ACC identifies that the Client no longer needs the current Service, or identifies that the Service required does not relate to the injury covered by ACC; or
  - 8.5.6 Within seven Business days of a written request by ACC for the Client to exit the Services; or
  - 8.5.7 When the Client chooses to leave the programme voluntarily; or
  - 8.5.8 Upon the death of a Client; or
  - 8.5.9 Upon written notification from the Supplier after the 28 Day Cap or the 7 Day Cap (as described in Part B, clause 7) for that Client has been reached.
- 8.6 For the Client, the situations described in clause 8.2 above may involve a complete exit from Rehabilitation Services or exit from a particular Service Level resulting in a transfer to another Supplier.
- 8.7 ACC will pay the bed night immediately following the day of the Client's discharge, transfer to another facility, or death.

## 9. SERVICE QUALITY REQUIREMENTS

- 9.1 The Supplier will ensure that Therapy Services (assessment, individual counselling and groupwork counselling) will be provided by team members who have experience and recognised expertise in the field of sexual trauma work and meet the outlined criteria below:

Supplier Team Member Specialty	Qualification and Registration Details	Role in Provision of Rehabilitation Services
Psychiatrist	Holds a Bachelor's degree in Medicine and Psychiatry; and is registered and holds a current annual practising certificate with the Medical Council of New Zealand with vocational registration as a Psychiatrist; and is a Fellow of the Royal Australian New Zealand College of Psychiatrists or a member of the Institute of Australasian Psychiatrists Incorporated.	<p>Assess the impact that the mental health disorder is having upon the rehabilitation of the Client.</p> <p>Advise the Supplier Team on the mental health disorders so to minimise their negative effect on rehabilitation.</p> <p>Provide a psychiatric overview. Provide input into clinical formulation.</p> <p>Provide psychosocial rehabilitation advice.</p> <p>Medication advice relating to sexual trauma and related psychiatric diagnoses.</p>
Clinical Psychologist	Holds a Master's or Bachelor Honours Degree in Psychology; and a Postgraduate Diploma of Clinical Psychology; and is registered and holds a current practising certificate with the New Zealand Psychologists Board with Clinical Psychology scope of practise; and has Membership and an Annual Practising Certificate from the New Zealand Psychological Society or the New Zealand College of Clinical Psychologists.	<p>Provides specialist diagnostic and functional assessments, including psychometric testing where appropriate.</p> <p>Provides consultation to Supplier Team regarding cognitive and behavioural capacities and limitations.</p> <p>Plans, initiates, monitors, and evaluates specialised psychological interventions to stabilise symptoms.</p> <p>Input into clinical formulation. Provides psychosocial rehabilitation advice.</p> <p>Provides psycho-educational interventions.</p>

Supplier Team Member Specialty	Qualification and Registration Details	Role in Provision of Rehabilitation Services
Psychotherapist	Relevant tertiary qualification. Registration and Annual Practising Certificate from the Psychotherapists Board of Aotearoa New Zealand; <u>and</u> Membership of New Zealand Association of Psychotherapists or the New Zealand Association of Child and Adolescent Psychotherapists Inc.	<p>Provides consultation to the Supplier Team regarding the Client's intrapsychic and interpersonal needs and capacities.</p> <p>Plans, initiates, monitors and evaluates specialised psychotherapeutic interventions.</p> <p>Provides a safe environment for the Client to explore the sexual abuse events and intrapsychic consequences, and express the associated affective-cognitive content.</p> <p>Uses the therapeutic relationship to enable the Client to examine and change interpersonal functioning within his/her family/ whānau and community.</p> <p>Input to clinical formulation</p> <p>Provides psychosocial treatment advice.</p> <p>Provides specific advanced psychotherapeutic interventions relating to clinical diagnosis.</p>

- 9.1.1 A programme co-ordinator (who may be one of the therapists delivering services) with experience and recognised expertise in the field of sexual trauma work as well as knowledge of the Mental Health Sector will be responsible for arranging initial interviews; liaison with ACC, Client's family/whānau and others, co-ordination of the various team members, and documenting the interdisciplinary reports.



9.1.2 The Team will have available to it the following specialist consultants/services when appropriate:

<b>Supplier Team Member Specialty</b>	<b>Qualification and Registration Details</b>	<b>Role in Provision of Rehabilitation Services</b>
General Medical Practitioner	Holds a Bachelor's degree in Medicine and Surgery; and is a doctor who holds vocational registration in general practice; or is a doctor who holds general registration who is enrolled in the In Practice recertification programme and has a collegial relationship established with a vocationally registered general practitioner.	<p>Provide a general medical overview.</p> <p>Provide diagnostic advice.</p> <p>Provide medical treatment advice relating to somatic complaints.</p> <p>Enhance the rehabilitation effort by advising the Team as to whether medical conditions suffered by the Client may interfere with the rehabilitation process.</p>
Registered Nurse	Registered and holds a current practising certificate with the Nursing Council of New Zealand.	<p>Diagnosis of care needs.</p> <p>Development of community based personal care plan.</p> <p>Co-ordinates and provides any necessary personal or nursing care.</p>
Registered Occupational Therapist	Registered and holds a current practising certificate with the Occupational Therapy Board New Zealand.	<p>Time structuring and independent living needs assessment.</p> <p>Development of an independent living plan.</p> <p>Specific provision of occupational therapy interventions.</p>
Social Worker	<p>Holds a tertiary qualification in Social Work.</p> <p>Registered in New Zealand as a Social Worker by the Social Workers Registration Board with a current practising certificate.</p> <p>Member of the Aotearoa New Zealand Association of Social Workers.</p>	<p>Provides consultation to the Supplier Team regarding the social resource needs required by the Client to support the rehabilitation.</p> <p>Plan, initiates, monitors, and evaluates social work interventions.</p> <p>Assesses client social resource needs.</p> <p>Develops social work plan.</p> <p>Co-ordination of resources from the Client's wider social and community networks.</p>

<b>Supplier Team Member Specialty</b>	<b>Qualification and Registration Details</b>	<b>Role in Provision of Rehabilitation Services</b>
Cultural Consultants	<p>Recognised within their culture as having the mana to provide cultural expertise.</p> <p>Understanding of the personal and social impact of sexual abuse within the specific cultural context.</p> <p>Knowledge of culturally relevant modes of rehabilitation.</p>	Cultural input into all relevant aspects of rehabilitation and discharge planning (including family / whānau liaison).

## 9.2 Personnel qualifications and experience

- 9.2.1 The Supplier must ensure all Service Providers and other personnel involved in the delivery of the Service meet the following requirements, as applicable:
- 9.2.2 Each Service Provider undertaking Assessments must:
- 9.2.3 Hold the appropriate professional qualification in accordance with clause 9.1; and;
- 9.2.4 Has demonstrated competencies in accordance with clause 9.1; and
- 9.2.5 Maintains registration with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003; and
- 9.2.6 Meets the competency requirements in accordance with clause 9.
- 9.2.7 Non-registered service providers or personnel must:
- 9.2.8 Have the appropriate qualification and expertise;
- 9.2.9 Have regulatory documented supervision, appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively; and
- 9.2.10 Undertake ongoing training in their area of expertise.
- 9.2.11 All Personnel must;
- 9.2.12 Consistently provide the highest standard of customer service in accordance with Good Industry Practice, and
- 9.2.13 Undertake induction and development requirements.

### 9.3 Competency levels

- 9.3.1 The Supplier will ensure that all providers delivering Therapy Services are competent, appropriately experienced, trained and qualified to provide Rehabilitation Services for Sensitive Claims Clients; and are operating within their scope of practice.
- 9.3.2 The Supplier will have in place a system that identifies and monitors competency levels, training needs and compliance with training requirements to ensure that all requirements contained in this Service Schedule are met.

### 9.4 Supervision

- 9.4.1 The Supplier must ensure that providers delivering Therapy Services have access to ongoing, regular supervision by an approved supervisor who is external to other providers delivering Therapy Services for the Supplier under this service schedule at all times when providing Sensitive Claims Residential Services.

### 9.5 Training

- 9.5.1 The Supplier shall ensure that all providers delivering Therapy Services will have satisfactorily completed recognised courses to develop the interpersonal and practical skills and psychological knowledge necessary for the competent provision of Services. The Supplier will provide additional courses and training when necessary to refresh and update the skills and knowledge of providers delivering Therapy Services.

### 9.6 Safety Checks

- 9.6.1 The Supplier must:
  - 9.6.1.1 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;
  - 9.6.1.2 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;
  - 9.6.1.3 ensure all authorised persons who work with children must complete a Children's Workforce 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
  - 9.6.1.4 Immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

## 9.7 Policies, protocols, guidelines and procedures

### 9.7.1 The Supplier must maintain the following:

- 9.7.1.1 **Operating Procedures** to manage **Service** Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.
- 9.7.1.2 **Privacy Policy** to manage Client Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
- 9.7.1.3 **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.
- 9.7.1.4 **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.
- 9.7.1.5 **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to Clients under this Contract.
- 9.7.1.6 **Working with Māori Strategy** to document how the Supplier works with Māori, including in the delivery of the **Services**.
- 9.7.1.7 **Transition Plan** to manage Client transition and exit from the Services.
- 9.7.1.8 **Conflict of Interest Policy** to manage Supplier, Named Service Provider, Service Provider, and other Personnel conflicts of interest in relation to making, receiving, and incentivising Referrals and in the delivery of the Services and any interdependent or related services for the Client.

### 9.7.2 A copy of the above items must be promptly provided to ACC on request or as required.

## 10. INFORMATION SECURITY

### 10.1 The Supplier must:

- 10.1.1 Ensure that its Personnel that receive and have access to ACC Client Personal Information from ACC, only do 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;
- 10.1.2 Not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand, and /or Australia;

- 10.1.3 Maintain information security systems, procedures and process in accordance with Good Industry Practice to protect Client Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure;
- 10.1.4 Undertake regular security assurance, monitoring and testing of its information management systems; and
- 10.1.5 Remediate any identified security vulnerabilities, in accordance with Good Industry Practice;
- 10.1.6 Comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time;
- 10.1.7 Ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

## **11. CONTRACT MONITORING REPORTING REQUIREMENTS**

### **11.1 Report Purpose**

- 11.1.1 The purpose of this report is to monitor the progress and quality of service delivery under this Service Schedule in terms of results against expected performance. Results are to be sent to ACC within 20 Business days after the end of each three-month period with reports due for the periods ending February 28<sup>th</sup>, May 31<sup>st</sup>, August 31<sup>st</sup> and November 30<sup>th</sup> each calendar year.

### **11.2 Report information**

- 11.2.1 Each report must provide a summary of the following information in respect of each Client to whom Services have been provided during the period being reported on including:

Enquiries about attending the Service	<ul style="list-style-type: none"> <li>Number of enquiries directly from ACC</li> </ul>
Referrals to attend the Service	<ul style="list-style-type: none"> <li>Number of Referrals to attend the Service from ACC</li> </ul>
Number of Clients on a waitlist to attend the Service	<ul style="list-style-type: none"> <li>Total Number of ACC Client's on a waitlist</li> <li>Oldest date (DD/MM/YYYY) an ACC Client has been on the waitlist</li> <li>Earliest indicative Admission date for an ACC Client</li> </ul>
Total Bed Days	<ul style="list-style-type: none"> <li>Total number of bed days available</li> <li>Total number of bed days occupied by ACC Clients</li> <li>Average occupancy rate for the quarter</li> </ul>

Specific Client Information	<ul style="list-style-type: none"> <li>• Claim Number</li> <li>• Date of referral accepted</li> <li>• Admission date</li> <li>• Service Status Level, for example: Pre-referral Assessment, Initial 28 days, Assessment Plan Completed, Rehabilitation Commenced, Completion date (if applicable) or Anticipated</li> <li>• Completion Date, Completion Report submitted.</li> </ul>
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## **12. KEY WORKING RELATIONSHIPS**

12.1 The Supplier will demonstrate effective working relationships with a broad range of health and disability services including, but not limited to:

12.1.1 Specialist assessment and rehabilitation services;

12.1.2 ACC;

12.1.3 Victim support programmes;

12.1.4 Māori liaison services;

12.1.5 Other ethnic and community health providers;

12.1.6 NZ Police;

12.1.7 Oranga Tamariki;

12.1.8 Employers;

12.1.9 GP Services.

## **13. PAYMENT & INVOICING**

13.1 Rehabilitation services

13.1.1 ACC agrees to pay the price set out in Part A, clause 3 for Rehabilitation Services provided and billed to ACC in accordance with this Service Schedule.

13.1.2 The prices set out in Part A, Clause 3 are the entire amounts chargeable for all Services related to or incidental to Services provided in accordance with this Service Schedule.

13.2 No additional payments for services

13.2.1 The specified prices are the total prices payable in connection with the Services, and the Supplier is not entitled to any payment or reimbursement from the Client or any other person, including payment of any additional or excess or part charge, for any of the Services provided under this Service Schedule.

### 13.3 Prices payable during Client absences

#### 13.3.1 Planned, regular absences and Christmas holidays (Service Levels 1-4)

13.3.1.1 For each day that a Client is absent from the Supplier's residential facility (which cannot exceed 8 days per quarter) for:

13.3.1.1.1 A planned absence of a regular nature, for example when a Client spends every weekend at home; or

13.3.1.1.2 Public holidays, for example Christmas,

the price payable will be the bed retention rate specified in Part A, clause 3. These dates should be identified in the Client's Initial Assessment and Rehabilitation Plan and/or notification sent to ACC as to when a Client intends to be absent from the service.

#### 13.3.2 Absences for hospitalisation (Service Levels 1-4)

13.3.2.1 The price payable for each day that a Client is absent from the Supplier's residential facility due to hospitalisation for medical reasons is calculated as follows:

13.3.2.1.1 Until the **21 Day Cap** is reached, the Service Level price that was applicable immediately prior to the absence (being the price specified in Part A, clause 3) will continue to be payable, as if the Client was not absent;

13.3.2.1.2 After the **21 Day Cap** is reached, ACC shall have no liability to pay any price for such days of absence. At any time after the **21 Day Cap** is reached the Supplier or ACC may choose to exit Services for the Client pursuant to Part B, clause 8.

13.3.2.2 For the purposes of 13.3.2.1.1 and 13.3.2.1.2, "**21 Day Cap**" means a total of 21 days per annum aggregated from the date of the Client's admission to the Service, for which the Client is absent due to hospitalisation for medical reasons.

### 13.4 Other absences

13.4.1 The price payable for each day that a Client is absent from the Supplier's residential facility for an unplanned absence (other than hospitalisation) or for any other absence not already mentioned above such as attendance at a tangi or family/ whānau event, or to return home for a weekend, is calculated as follows:

- 13.4.1.1 Until the **7 Day Cap** is reached, the Service Level price that was applicable immediately prior to absence (being a price specified in Part A, clause 4) will continue to be payable, as if the Client was not absent;
    - 13.4.1.2 After the **7 Day Cap** is reached, ACC shall have no liability to pay any price for each such day of absence. At any time after the **7 Day Cap** is reached, the Supplier or ACC may choose to exit Services for the Client pursuant to Part B, clause 8.
  - 13.4.2 For the purposes of 13.4.1.1 and 13.4.1.2 above, “**7 Day Cap**” means a total of 7 days per annum aggregated from the date of the Client’s admission to the Service, for which the Client is absent for the reasons described in the first paragraph of this sub-clause.
- 13.5 Invoicing
- 13.5.1 Invoicing process
    - 13.5.1.1 The Supplier will submit one invoice only for each Client monthly, payable on the 20<sup>th</sup> of each month, to ensure ACC has evidence of costs to attach to individual Client files.
    - 13.5.1.2 Subject to clause 10 of the Standard Terms and Conditions, ACC agrees to pay the Supplier the prices set out in Part A, Clause 3, Table 1 and Table 2 - Service Items and Prices.

## **14. HEALTH AND SAFETY**

- 14.1 Health and Safety Risk Management
- 14.2 In addition to the Supplier’s obligations under clause 8.16 of ACC’s Standard Terms and Conditions, the Supplier acknowledges and agrees that:
  - 14.2.1 The Supplier is responsible for managing the health and safety risks arising from performing the Services; and
  - 14.2.2 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.
- 14.3 While undertaking the Service, the Supplier must maintain health and safety risk management plans relating to the delivery of Services that at a minimum:
  - 14.3.1 Identify health and safety risks arising from the Services.
  - 14.3.2 Establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable.
  - 14.3.3 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.



- 14.3.4 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).
- 14.3.5 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.
- 14.4 Working with other PCBU's
  - 14.4.1 The Supplier must undertake pre-qualification checks in accordance with 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.
  - 14.4.2 The Supplier must review its Subcontractor's health and safety accreditation and plans at appropriate intervals in accordance with Good Industry Practice.
- 14.5 Systems to report risks and events
  - 14.5.1 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.
  - 14.5.2 The Supplier must have procedures in place to manage the events and risks reported. The Supplier will provide ACC the following, on request:
    - 14.5.3 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
    - 14.5.4 any follow up actions and outcomes from any items advised to ACC under clause 8.16 of ACC's Standard Terms and Conditions.
  - 14.5.5 The Supplier must report on 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)).
- 14.6 Supply information about health and safety
  - 14.6.1 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.

## 15. BROADER OUTCOMES

- 15.1 The Supplier will take reasonable steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
- 15.1.1 Improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups;
  - 15.1.2 Perform the Services in a manner that gives appropriate regard to the protection of the natural environment, including by looking for opportunities to reduce emissions and waste impacts, such as by procuring and using low-waste and low emissions good and services where reasonably possible; and
  - 15.1.3 Comply, and ensure that its subcontractors and Personnel comply, with relevant employment standards and laws (including obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, and the Holidays Act 2003 or equivalent legislation.

## 16. DEFINITIONS

In this Service Schedule, under the context otherwise requires:

**“Initial Assessment and Rehabilitation Plan”** means a plan that provides rehabilitation to a Client to enable that Client to lead as normal a life as possible, having regard to the consequences of his or her personal injury that is developed after 28 days of assessment by the Supplier, as more particularly described in Part B, clause 6.9;

**“Mental Injury”** means a clinically significant behavioural, cognitive, or psychological dysfunction;

**“Pre-referral assessment”** means an assessment where ACC engages the Supplier to provide a report based on attending a case conference with the Client and current treatment providers about the appropriateness of the Client requiring Rehabilitation Services from the Supplier, as more particularly described in Part B, clause 4.2.

**“Progress Reports”** means any report on a Client’s rehabilitation progress throughout the provision of Rehabilitation Services, as more particularly described in Part B, clause 6.13;

**“Referrer”** means the ACC team member who requests the Supplier to provide Rehabilitation Services for the Client, in accordance with Part B, Clause 4.3 and **“Referral”** and **“Referred”** has a corresponding meaning;

**“Sensitive Claim(s)”** means any claim for which a Client has cover for a mental injury caused by certain criminal acts as defined in Section 21A and Schedule 3 of the AC Act;

**“Service Level”** means any of the Service types numbered 1 to 4 in Part A, clause 3, as more particularly described in Part B, clause 5.

**“Services”, “Sensitive Claims Residential Rehabilitation Services” “SCRR” and “Rehabilitation Services”** mean the services to be provided in accordance with this Service Schedule, as more particularly described in Part B and includes all incidental services described in this Service Schedule.

**“Telehealth”** means the use of information or communication technologies to deliver health care when clients and care providers are not in the same physical location<sup>2</sup>.

For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes electronic messaging, e.g. texts and emails.

A Telehealth consultation is to replace an in-person visit, it does not include a quick triage or check- in phone calls (unless specified).

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<sup>2</sup>NZ Telehealth Forum definition (cited on website August 2020).