



He Kaupare. He Manaaki.  
He Whakaora.  
prevention. care. recovery.

# SERVICE SCHEDULE FOR SENSITIVE CLAIMS SERVICE

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

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*Tō Tātou Aronga | Our Purpose*

*Kia piki ake te oranga o te tangata ia rā | To improve lives every day*

- The Sensitive Claims Service provides support, assessment, and treatment services for Kiritaki (clients) who have experienced sexual abuse or assault covered by the Accident Compensation Act 2001 and have a mental injury caused by that act of sexual abuse or assault. ACC purchases the Sensitive Claims Service to improve the health, independence, and overall quality of life for Kiritaki to the maximum extent practicable.
- This Service Schedule incorporates and is subject to ACC's Standard Terms and Conditions available at [Working under a contract \(acc.co.nz\)](https://www.acc.co.nz/working-under-a-contract)
- The parts forming this Service Schedule are:
  - **Part A:** Supplier and ACC Details
  - **Part B:** Service Specification
  - **Part C:** Service Items and Prices
  - **Part D:** Appendices
  - Any Attachments and Variations

## TABLE OF CONTENTS

A.	SUPPLIER AND ACC DETAILS.....	3
B.	SERVICE SPECIFICATION .....	8
1.	SERVICES OVERVIEW.....	8
2.	KIRITAKI (CLIENT).....	8
3.	SERVICE COMPONENTS.....	11
4.	SERVICE REQUIREMENTS .....	12
5.	ADMINISTRATION AND MANAGEMENT .....	30
6.	SERVICE SPECIFIC QUALITY REQUIREMENTS.....	33
7.	QUALITY STANDARDS .....	35
8.	CHARGES .....	37
9.	SUPPLIER REQUIREMENTS .....	39
10.	SUPPLIER PERSONNEL.....	43
11.	DELIVERABLES, DATASETS AND REPORTS .....	45
12.	PERFORMANCE INDICATORS.....	48
13.	PERFORMANCE AND EVALUATION.....	49
14.	ADDITIONAL TERMS AND CONDITIONS.....	50
15.	ATTACHMENTS.....	55
16.	DEFINITIONS .....	55
C.	SERVICE ITEMS AND PRICES.....	60
D.	APPENDICES .....	67
17.	PROVIDER CRITERIA AND QUALIFICATIONS .....	68

## A. SUPPLIER AND ACC DETAILS

### 1. SUPPLIER DETAILS

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<b>Full legal name</b>
<b>NZBN/Company number</b>
<b>Registered address</b>
<b>Email address for electronic notices</b>
<b>Phone number</b>

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### 2. ACC DETAILS

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<b>Full legal name</b>	Accident Compensation Corporation
<b>NZBN/Company number</b>	9429041900253
<b>Registered address</b>	Justice Centre 19 Aitken Street Wellington 6011 Mark all notices with "Attention: ACC Health Procurement"
<b>Email address for electronic notices</b>	<a href="mailto:Health.procurement@acc.co.nz">Health.procurement@acc.co.nz</a>
<b>Phone number</b>	0800 400 503

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### 3. RELATIONSHIP MANAGEMENT

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3.1	Supplier Relationship Manager	During the Term of this Contract the Supplier will nominate a person to be the main contact for ACC who will undertake the functions of the Relationship Manager at Clause 11 of the Standard Terms and Conditions.  [Name, role, and contact details]  Or any person in that role, notified to ACC from time to time.												
3.2	ACC Relationship Manager	Engagement and Performance Manager												
3.3	Relationship Management	The key relationship levels as follows: <table><thead><tr><th>Level</th><th>ACC</th><th>Supplier</th></tr></thead><tbody><tr><td>Kiritaki (client)</td><td>Recovery Team / Recovery Team Member</td><td>Individual staff or operational contact</td></tr><tr><td>Relationship and Performance Management</td><td>Engagement and Performance Manager</td><td>Supplier Relationship Manager</td></tr><tr><td>Service Management</td><td>Health Partnerships (Portfolio)</td><td>Supplier Relationship Manager</td></tr></tbody></table>	Level	ACC	Supplier	Kiritaki (client)	Recovery Team / Recovery Team Member	Individual staff or operational contact	Relationship and Performance Management	Engagement and Performance Manager	Supplier Relationship Manager	Service Management	Health Partnerships (Portfolio)	Supplier Relationship Manager
Level	ACC	Supplier												
Kiritaki (client)	Recovery Team / Recovery Team Member	Individual staff or operational contact												
Relationship and Performance Management	Engagement and Performance Manager	Supplier Relationship Manager												
Service Management	Health Partnerships (Portfolio)	Supplier Relationship Manager												

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To ensure the continuing effective operation of the Service, formal working relationships are to be maintained as defined above, provided in accordance with this Contract, including this Service Schedule.

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#### 4. TERM

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4.1	Term	Start Date	1 December 2024
		End Date	30 June 2030
		Renewal Date	30 June 2028
		Termination notice period	3 months

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4.2	Service Commencement Date	The Supplier will begin delivery of the Services on the later of: [Insert date]; or  The day after the date on which the Supplier receives a written notice from ACC that the Preconditions (if any) are satisfied, based on ACC's sole discretion.
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#### 5. SUPPLIER SPECIFIC SERVICE DETAILS

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5.1	Subcontracted Providers delivering Services	<p>The Supplier may subcontract Named Service Providers and Service Providers, to carry out the Services under this Contract.</p> <p><i>Named Service Providers</i></p> <p>A Named Service Provider is a provider defined in Part D, Appendix 1, Table 1, named under a Supplier's contract and approved to deliver Services under this Contract.</p> <p>a. The Supplier must ensure all Named Service Providers:</p> <ul style="list-style-type: none"><li>• are registered with and approved by ACC (by written confirmation) as a Health Provider before undertaking any Services under this Contract;</li><li>• meet the Professional Qualifications, membership and clinical experience requirements set out in Part D, Appendix 3, Table 1;</li><li>• are named on this Contract (or added later by ACC) as a Named Service Provider (Part D, Appendix 1, Table 2);</li><li>• only deliver those Services specified in this Contract to be delivered by a Named Service Provider; and</li><li>• have a confirmed Service Address within each geographical area they provide services in, unless otherwise agreed with ACC in writing.</li></ul> <p>b. A Named Service Provider can also be:</p> <ul style="list-style-type: none"><li>• a Lead Service Provider from the Early Supports Service stage (Part B, Clause 4.5) who with the Supplier will take responsibility for the overall co-ordination and delivery of the Service for Kiritaki; and/or</li><li>• a Named Assessment Provider that meets the additional Professional Qualifications, membership and clinical experience requirements set out in Part D, Appendix 3, Table 2.</li></ul> <p><i>Service Providers</i></p> <p>A Service Provider is a registered ACC Provider (Part D, Appendix 1, Table 1) who can deliver specified services under this Contract. A Service Provider is not required to be named under a Supplier's contract.</p>
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c. The Supplier must ensure Service Providers:

- are registered with and approved by ACC (by written confirmation) as a Health Provider before undertaking any Services under this Contract;
  - meet the Professional Qualifications, membership and clinical experience requirements set out in Part D, Appendix 3, Table 6;
  - only deliver those Services specified in this Contract to be delivered by a Service Provider; and
  - have a confirmed Service Address within each geographical area they provide services in, unless otherwise agreed with ACC in writing.
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5.2 Geographical Areas

The Supplier must provide all Services to Kiritaki who reside or work in the following geographical areas (bulleted lists under each region):

[Delete geographical areas as applicable]

**Northland**

- Far North District
- Whangārei District
- Kaipara District

**Auckland**

- Rodney District
- North Shore City
- Waitākere City
- Auckland City
- Manukau City
- Papakura District
- Franklin District

**Waikato**

- Thames-Coromandel District
- Hauraki District
- Waikato District
- Matamata-Piako District
- Hamilton City
- Waipā District
- Otorohanga District
- South Waikato District
- Waitomo District
- Taupo District

**Bay of Plenty**

- Western Bay of Plenty District
- Tauranga District
- Rotorua District
- Whakatane District
- Kawerau District
- Opōtiki District

**Gisborne**

- Gisborne District

**Hawkes Bay**

- Wairoa District
- Hastings District
- Napier City
- Central Hawkes Bay District

**Taranaki**

- New Plymouth District
- Stratford District
- South Taranaki District

**Manawatū-Whanganui**

- Ruapehu District
- Whanganui District
- Rangitikei District
- Manawatu District
- Palmerston North City
- Tararua District
- Horowhenua District

**Wellington**

- Kāpiti Coast District
- Porirua City
- Upper Hutt City
- Lower Hutt City
- Wellington City
- Masterton District
- Carterton District
- South Wairarapa District

**Nelson/ Marlborough**

- Tasman District
  - Nelson City
  - Marlborough District
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**West Coast**

- Buller District
- Grey District
- Westland District

**Canterbury**

- Kaikoura District
- Hurunui District
- Waimakariri District
- Christchurch City
- Banks Peninsula District
- Selwyn District
- Ashburton District
- Timaru District
- Mackenzie District
- Waimate District
- Chatham Island Country

**Otago**

- Waitaki District
- Central Otago District
- Queenstown-Lakes District
- Dunedin City
- Clutha District

**Southland**

- Southland District
- Gore District
- Invercargill City

- a. The boundaries of the geographical areas for the Services align to the boundaries for territorial authorities except for Auckland. The boundaries for territorial authorities are maintained by Statistics New Zealand: [Geographic Boundary Viewer](#)
- b. The Supplier must be able to provide all Services in the approved geographical areas as follows:
- c. have Named Service Providers in each geographical area/s to deliver all Pre and Post-Cover Core Services (Part B, Clause 3.1);
- d. have a Named Assessment Provider/s named on their contract available across each region the Supplier has geographical area/s in (a Named Assessment Provider is not required in each specific geographical area, but there must be one for each region a Supplier has an approved geographical area/s); and
- e. have access to Service Providers in each region a Supplier has approved geographical area/s.

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5.3	Service Location(s)	<ol style="list-style-type: none"><li>a. For each geographical area in which the Supplier will provide the Services, the Supplier must:<ul style="list-style-type: none"><li>• deliver services in service locations that meet all Quality Standards defined in this Contract (Part B, Clause 7);</li><li>• maintain a service location to ensure coverage across the whole geographical area in a manner that does not require a Named Service Provider, or Service Provider to travel unreasonably to provide the Services;</li><li>• ensure Services, where possible, are carried out in one locality to minimise travel costs; and</li><li>• have Named Service Providers (available) and Service Providers (accessible) to deliver Services within the areas specified in Part A, Clause 5.2.</li></ul></li><li>b. Where the Supplier is not able to deliver Services within the areas specified in Part A, Clause 5.2, the Supplier must:<ul style="list-style-type: none"><li>• utilise the closest and most appropriate Named Service Provider or Service Provider, who can meet Kiritaki needs; and</li></ul></li></ol>
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- look to neighbouring geographical areas in the first instance and work outwards from the local region.

*Service Delivery outside of an approved geographical area*

- c. Where a Service is required to be provided outside of the Supplier's approved geographical area/s, the Supplier must obtain written prior approval from ACC before providing the Services. If approved, travel costs will be reimbursed at the rate specified in Part C of this Service Schedule.
  - d. ACC may direct Suppliers to provide Services outside of these geographical areas to address capacity and capability constraints.
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## B. SERVICE SPECIFICATION

### 1. SERVICES OVERVIEW

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1.1 Purpose The Sensitive Claims Service provides support, assessment, and treatment services for Kiritaki who have experienced sexual abuse or assault covered by the Accident Compensation Act 2001 and have a mental injury caused by that act of sexual abuse or assault.

ACC purchases the Sensitive Claims Service to improve the health, independence, and overall quality of life for Kiritaki to the maximum extent practicable.

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1.2 Overview This Service puts Kiritaki at the centre of their recovery and brings together a range of supports and treatment to assist Kiritaki with their recovery.

Suppliers, Named Service Providers and Service Providers have the flexibility to tailor services to the specific needs of Kiritaki from entry through to exit from Services.

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1.3 Service Objectives The objectives of the Service are:

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Area	Objective
<b>Timeliness</b>	Kiritaki receive timely treatment and rehabilitation services.
<b>Service Delivery</b>	Kiritaki receive treatment and rehabilitation services that are tailored to their specific injury and needs (cultural or other), based on clinical best practice.
<b>Equity</b>	Kiritaki have equity in access, service experience and outcomes.
<b>Sustainable</b>	Services are appropriate to the needs of Kiritaki, delivered at an appropriate point of recovery for Kiritaki, and by the Named Service Provider and/or Service Provider best suited to deliver that treatment to ensure services are financially sustainable now and in the future.
<b>Outcomes</b>	Kiritaki have improved health, independence, and overall quality of life (to the maximum extent practicable).
<b>Integration</b>	Kiritaki are referred to other relevant services, supports and organisations, where appropriate, that will contribute to their overall improved health, independence, and quality of life.

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### 2. KIRITAKI (CLIENT)

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2.1 Kiritaki The Services are for Kiritaki who:

- meet the Eligibility for Services criteria (Part B, Clause 2.3); and
- need or would benefit from an integrated, specialised, and coordinated treatment and rehabilitation service.

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2.2	Outcomes	<p>The Supplier will ensure delivery of the Services will meet the objectives of the Sensitive Claims Service (Part B, Clause 1.3) to each eligible Kiritaki to achieve the following Outcomes:</p> <ul style="list-style-type: none"> <li>• achievement of agreed Recovery Goals; and</li> <li>• improved health, independence, and overall quality of life to the maximum extent practicable.</li> </ul>
2.3	Eligibility for Service	<p>Kiritaki are eligible to be assessed for entry into the Service if they meet the following:</p> <ul style="list-style-type: none"> <li>• the Kiritaki has experienced a personal injury that is: <ul style="list-style-type: none"> <li>○ causally linked to an event (recent or historical) within the description of an offence listed in Schedule 3 of the Accident Compensation Act 2001;</li> <li>○ the event(s) took place in or outside of New Zealand; and</li> <li>○ the Kiritaki is ordinarily resident in New Zealand when the event(s) occurred;</li> </ul> </li> <li>• the Kiritaki resides or works in a geographical area stated in Part A, Clause 5.2 of this Service Schedule where the Supplier can provide the Services; and</li> <li>• the Kiritaki intends to reside in New Zealand for the duration of the Services.</li> </ul>
2.4	Eligibility for Pre-Cover Core and Supporting Services	<p>Kiritaki are eligible for Pre-Cover Core and Supporting Services if:</p> <ul style="list-style-type: none"> <li>• the Kiritaki is considered as meeting the Eligibility for Services criteria (Part B, Clause 2.3) but is awaiting confirmation of Cover for a Claim; and</li> <li>• the Pre-Cover Core and Supporting Services are required to support and investigate the injury related needs of Kiritaki as ACC determines Cover.</li> </ul>
2.5	Eligibility for Post-Cover Core and Supporting Services	<p>Kiritaki are eligible for Post-Cover Core and Supporting Services if:</p> <ul style="list-style-type: none"> <li>• they meet the Eligibility for Services (Part B, Clause 2.3) criteria; and</li> <li>• have a Claim accepted for Cover following: <ul style="list-style-type: none"> <li>○ a Cover and Wellbeing Plan;</li> <li>○ a Specialist Cover Assessment; or</li> <li>○ other ACC approved assessment to determine Cover for mental injury caused by sexual abuse or assault.</li> </ul> </li> </ul>
2.6	Eligibility is not met, or Cover for a Claim is not pursued	<p>a. If ACC determines that Kiritaki do not meet the eligibility for Services, the Kiritaki will:</p> <ul style="list-style-type: none"> <li>• have access to Support for Next Steps services (Part B, Clause 4.6) but will not be entitled to receive any other Services; and</li> <li>• the Kiritaki will be discharged from the Service when the Support for Next Steps services have been provided.</li> </ul> <p>b. Where Kiritaki are not pursuing Cover for a Claim but does meet the eligibility for Services, they will:</p>

		<ul style="list-style-type: none"> <li>• be eligible for Pre-Cover Core Services (Part B, Clauses 4.4 – 4.10) and Pre-Cover Supporting Services (Part B, Clauses 4.11-4.15) and the hours set within those clauses; and</li> <li>• be able to return and access Cover Pathways (Part B, Clause 4.8) to determine Cover at any other time.</li> </ul>
2.7	Service Entry Criteria	<p>Any Kiritaki is eligible for entry into the Services if:</p> <ul style="list-style-type: none"> <li>• they meet the Eligibility for Services criteria; or</li> <li>• is a Returning Kiritaki (Part B, Clause 2.12).</li> </ul>
2.8	Referral Process	<p>Kiritaki may be referred into the Service by ACC or by any of the following:</p> <ul style="list-style-type: none"> <li>• Self-refer into Services by contacting a Supplier in their geographical area</li> <li>• General Practitioners</li> <li>• Nurse or Nurse Practitioners</li> <li>• Sexual Abuse Assessment and Treatment Service (SAATS) providers</li> <li>• External Sexual Violence Support Services (e.g., Crisis support agencies)</li> <li>• Other organisations or agencies (e.g., Police, Oranga Tamariki)</li> <li>• Kaupapa Māori health providers</li> <li>• Medical Specialists</li> <li>• Physiotherapists</li> <li>• Other health professionals.</li> </ul>
2.9	Claim Lodgement	<p>a. For Kiritaki to access the Service:</p> <ul style="list-style-type: none"> <li>• a Named Service Provider must lodge a claim using an ACC Engagement Form; or</li> <li>• a general practitioner, nurse practitioner and, or nurse submits an ACC45 Form; or</li> <li>• Kiritaki must have an existing sensitive claim that has not been declined by ACC following a previous assessment for cover.</li> </ul> <p>b. Suppliers will only be funded for Services where ACC has a claim that relates to those Services.</p>
2.10	Exit Criteria	<p>When Kiritaki have completed either Short-term Support to Wellbeing or Tailored Support to Wellbeing (Package A or Package B), the Supplier must:</p> <ul style="list-style-type: none"> <li>• ensure the Kiritaki has achieved to the maximum extent practicable the Recovery Goals set out in the Wellbeing Plan or completed short-term intervention; and</li> <li>• submit a Completion Report in accordance with Part B, Clause 5.5, confirming Services have been completed.</li> </ul>

2.11	Early Exit Criteria	<p>a. If, before the Kiritaki achieves the Exit Criteria, one or more of the following applies:</p> <ul style="list-style-type: none"> <li>• the Kiritaki has not made any progress towards achieving the outcomes and the Lead Service Provider has determined that continuing Services is unlikely to result in the achievement of the outcomes;</li> <li>• the Kiritaki has disengaged from the Services, the Supplier has used their best efforts to re-engage the Kiritaki and the Supplier and ACC agree in writing that the Kiritaki is failing to engage with the Services at the level necessary for the achievement of the outcomes, or</li> <li>• the Kiritaki chooses to leave the Services with the Supplier, including to seek an alternative Named Service Provider under another Supplier of the Services or an alternative ACC funded health and/or rehabilitation service.</li> </ul> <p>b. Where the Early Exit Criteria applies, the Supplier must submit a partially Completed Report (Early Supports Plan, Cover and Wellbeing Plan, Specialist Cover Assessment, Wellbeing Plan, Progress Report or Completion Report). If that is not possible a Closure Notice is submitted (Part B, Clause 5.6), confirming the Kiritaki has exited Services.</p>
2.12	Returning Kiritaki	<p>a. Kiritaki may return to these Services, if Kiritaki:</p> <ul style="list-style-type: none"> <li>• exits the Services prior to completing the Pre-Cover Services;</li> <li>• exits the Services prior to completing Tailored Support to Wellbeing (Package A or B);</li> <li>• is receiving the Maintaining Wellbeing Service and requires re-entry into Services;</li> <li>• has previously accessed Pre-Cover Services and requires re-entry into Services; or</li> <li>• has previously completed Post-Cover Services and requires re-entry into Services for the previously covered mental injuries.</li> </ul> <p>b. The Supplier must ensure the Lead Service Provider submits a new Engagement Form for a Returning Kiritaki.</p> <p>c. Following submission of the Engagement Form, ACC will discuss with the Lead Service Provider and advise the next most appropriate steps.</p> <p>d. If Kiritaki have had a previous claim declined, the Named Service Provider will submit an Engagement Form and discuss with ACC the next steps before undertaking the services.</p>

### 3. SERVICE COMPONENTS

3.1	Service Components	<b>Pre-Cover Services</b>	<b>Supporting Services</b>
		<b>Core Services</b>	
		<ul style="list-style-type: none"> <li>• Getting Started</li> <li>• Early Supports (and Early Supports Plan)</li> <li>• Support for Next Steps</li> <li>• Short-term Support to Wellbeing</li> </ul>	<ul style="list-style-type: none"> <li>• Social Work</li> <li>• Whānau Support</li> <li>• Cultural Support and Advice</li> <li>• Active Liaison</li> </ul>

- Cover Pathways
  - Cover and Wellbeing Plan
  - Specialist Cover Assessment
- Function Assessment

**Post-Cover Services**

**Core Services**

- Wellbeing Plan
- Tailored Support to Wellbeing
  - Tailored Support to Wellbeing Package A
  - Tailored Support to Wellbeing Package B
- Treatment Review
- Maintaining Wellbeing

**Supporting Services**

- Cultural Support and Advice
- Active Liaison
- Group-based Therapy and Dialectical Behavioural Therapy (DBT) Group-based Therapy

**4. SERVICE REQUIREMENTS**

4.1	Service requirement	<p>a. The Supplier will ensure Named Service Providers provide the Services to eligible Kiritaki to enable them to achieve or exceed the Outcomes to the maximum extent practicable in accordance with this Contract.</p> <p>b. The Supplier must be able to deliver the full range of Pre-Cover and Post-Cover Core Services, including Cover and Wellbeing Services to determine cover and eligibility, including associated reporting. The service limit and any conditions for each Service is set out in Part C.</p>
4.2	Receiving a Referral	<p>a. When the Supplier receives a Referral, the Supplier will:</p> <ul style="list-style-type: none"> <li>• upon receipt of a Referral, respond with either an acceptance or decline within five (5) Business Days from the date of Referral; and</li> <li>• if accepting the Referral, the Supplier will ensure the Kiritaki has been contacted within two (2) Business Days to make an initial appointment; ensuring the initial Getting Started session takes place as soon as an appointment is available.</li> </ul> <p>b. If Kiritaki contact a Supplier directly, and the Supplier either:</p> <ul style="list-style-type: none"> <li>• does not have an appropriate Named Service Provider available to engage with the Kiritaki, within the timeframe specified above; or</li> <li>• is unable to accept the Referral due to capacity constraints with available Named Service Providers, the Supplier will decline the Referral.</li> </ul> <p>c. If the Supplier declines a direct Kiritaki Referral, the Supplier must:</p> <ul style="list-style-type: none"> <li>• offer the Kiritaki to be added to their waitlist (if available); or</li> <li>• help the Kiritaki find a suitable Supplier in their Geographical Area. If the Supplier is unable to find another suitable Supplier, they will direct the Kiritaki to <a href="https://findsupport.co.nz">findsupport.co.nz</a> or another ACC approved directory.</li> </ul>
4.3	Service availability	<p>a. The Supplier will ensure that Named Service Providers supply and maintain up to date information that ACC will make public via a</p>

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Supplier/Provider search tool on the internet. This information is used to provide information to support Kiritaki to choose an appropriate Named Service Provider.

- b. The Supplier will be required to share information regarding their Named Service Providers on an ACC agreed platform. The purpose of the platform is to show availability of the Supplier and Named Service Providers to ACC and Kiritaki. The information collected will also be used for reporting purposes.

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### Pre-Cover Core Services

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#### 4.4 Getting Started

This Service is for the initial appointment(s) where the Named Service Provider will provide Kiritaki with information about the Service, gain consent to proceed and lodge an Engagement Form.

- a. This Service must be delivered by a Named Service Provider.
- b. This Service will include up to two (2) hours to:
- meet the Kiritaki (face to face); and
  - discuss the Services available to the Kiritaki and the role of ACC;
  - give the Kiritaki an opportunity to consider proceeding with the services, and
  - complete an Engagement Form to lodge a claim, with the consent of the Kiritaki.
- c. Where the Kiritaki is a Child or Young Person, the Supplier will ensure the Named Service Provider:
- confirms guardianship or safe contact for the Child or Young Person;
  - ensures the guardian or nominated safe contact is present when required; and
  - ensures there is a safe environment for the Child or Young Person; and
  - complete an Engagement Form to lodge a claim with the consent of the guardian or safe contact.
- d. The Named Service Provider will submit an Engagement Form to ACC within two (2) Business Days following the last Getting Started session(s) with the Kiritaki.
- e. The Engagement Form will:
- provide all relevant information about the Kiritaki;
  - document the Kiritaki has consented to proceed with the Services discussed; and
  - state whether the Kiritaki wishes to proceed with services at this time.
- f. ACC will contact the Supplier and Named Service Provider to confirm the next steps for the Early Supports Services and for any further Services as agreed with ACC within five (5) Business Days of receipt of the Engagement Form.

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#### 4.5 Early Supports

This Service is to identify the needs of the Kiritaki and work with the Kiritaki to determine the most appropriate service(s) to address those needs.

- a. This Service must be delivered by a Named Service Provider who will be the Lead Service Provider.
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- b. A Psychiatrist (Named Service Provider) cannot deliver:
- Short-term Support to Wellbeing; and/or
  - the Cover and Wellbeing Plan and delivery of Tailored Support to Wellbeing Package A.
- c. The Supplier must ensure the Lead Service Provider will:
- assess and confirm that the Kiritaki meets the Eligibility Criteria (Part B, Clause 2.3);
  - discuss and provide information about the Services, different options, ACC processes and any other relevant information to ensure the Kiritaki understands and agrees to continue with the Service;
  - confirm the Services best suited for the Kiritaki and confirm consent to continue with the Service;
  - identify any ongoing Supporting Services, such as Whānau Support, Social Work or Cultural Support and Advice to assist with any immediate needs for the Kiritaki and their Whānau; and
  - identify any health and safety risks to address any imminent or immediate Kiritaki need.
- d. The Lead Service Provider has up to four (4) hours for sessions with the Kiritaki and up to two (2) hours to complete and write the Early Supports Plan.

*Early Supports Plan*

- e. The Supplier will ensure the Lead Service Provider submits to ACC an Early Supports Plan (templates for the Early Supports Plan: Adult and Early Supports Plan: Children and Young People are available on ACC's Website).
- f. An Early Supports Plan must be submitted to ACC within ten (10) Business Days from the last Early Supports session with the Kiritaki. The Early Supports Plan must document and specify:
- confirmation of Kiritaki eligibility and consent; and
  - which Services the Kiritaki wishes to pursue:
    - Support For Next Steps;
    - Short-term Support to Wellbeing;
    - Cover and Wellbeing Plan;
    - Specialist Cover Assessment; or
    - Tailored Support to Wellbeing (for eligible returning Kiritaki); and
  - any Supporting Services used prior to submission of the Early Supports Plan. Any ongoing Supporting Services required can be requested in the Early Supports Plan; and
  - any other relevant information to assist the Kiritaki with their needs.
- g. If the Kiritaki is proceeding to a Specialist Cover Assessment, the Early Supports Plan must document:
- if the Kiritaki has sought previous mental health support or treatment, and
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- if previous support and treatment has been sought, clinical records must be obtained (Part B, Clause 5.3); and
  - the Named Assessment Provider that will be completing the Specialist Cover Assessment.
- h. On receipt of the Early Supports Plan, ACC will review and either:
- Approve the next service item(s) within seven (7) Business Days; or
  - Return the Early Supports Plan to the Supplier where further information is required or it does not meet ACC quality standards. The Supplier is expected to address the issues raised with the Lead Service Provider and resubmit the Early Supports Plan within ten (10) Business days from the date of return.
- i. Where the Kiritaki does not complete the Early Supports Service and decides to exit the service, the Supplier will ensure the Lead Service Provider submits a partially Completed Early Supports Plan. If that is not possible a Closure Notice is submitted (Part B, Clause 5.6), as soon as possible.

*Children and Young People (17 and under)*

- j. For a child or young person, the Early Supports Plan allows ACC to approve the appropriate next step for the child or young person.
- k. The Supplier will ensure the Lead Service Provider:
- has confirmed guardianship, and/ or safe contact details for the child or young person;
  - ensures the guardian is present when required; and
  - ensures there is a safe environment for the child or young person.
- l. The Supplier will ensure the Lead Service Provider submits to ACC an Early Supports Plan within ten (10) Business Days from the last Early Supports session with the Child or Young person.
- m. The Early Supports Plan will provide all the necessary information to allow ACC to either:
- Accept cover and approve the creation of a purchase order for the Wellbeing Plan for the child or young person;
  - Confirm that additional time is needed to gather further information and agree that a Cover and Wellbeing Plan is required;
  - Agree that a Specialist Cover Assessment is required; or
  - Decline cover where:
    - the eligibility criteria have not been met, or
    - Kiritaki has withdrawn from services, or
    - sought to pursue Short-term Support to Wellbeing.
- n. Where the Early Supports Plan is being used to determine cover, the Early Supports Plan must:
- confirm the appropriate measures as specified in the Operational Guidelines have been used to show the presence of injury-related symptoms; and
  - confirm there is a mental injury causally linked to Schedule 3 event/s.
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4.6	Support for Next Steps	<p>This Service is to support Kiritaki who are not eligible for ACC services under the Sensitive Claims Service. The Supplier will ensure the Named Service Provider or Social Worker finds and transitions the Kiritaki to other non-ACC services.</p> <ol style="list-style-type: none"> <li>a. This Service must be delivered by either a Named Service Provider or a Social Worker.</li> <li>b. This Service must be approved by ACC before it can be provided.</li> <li>c. The Named Service Provider or Social Worker will provide up to two (2) hours of this Service.</li> <li>d. The Supplier will ensure that a Closure Notice (Part B, Clause 5.6) is submitted to ACC within ten (10) Business Days of the last session with the kiritaki.</li> </ol>
4.7	Short-term Support to Wellbeing	<p>This Service provides support to Kiritaki who require short-term intervention to support their wellbeing and do not wish to pursue or require Cover for a mental injury through a Cover and Wellbeing Plan or Specialist Cover Assessment.</p> <ol style="list-style-type: none"> <li>a. This Service must be delivered by a Named Service Provider who is the Lead Service Provider.</li> <li>b. This Service is for up to eight (8) hours of sessions with the Kiritaki to: <ul style="list-style-type: none"> <li>• provide short-term intervention as identified by the Kiritaki to support their safety and wellbeing; and</li> <li>• to support the Kiritaki to self-manage by the completion of this Service.</li> </ul> </li> <li>c. The hours for this Service are only available once per claim.</li> <li>d. The Supplier will ensure that a Completion Report (Part B, Clause 5.5) to document the outcome of this Service, is submitted to ACC within ten (10) Business Days after the last Short-term Support to Wellbeing session with the Kiritaki.</li> <li>e. If the Kiritaki decides during this Service that they would like to pursue cover, or if the need for ongoing treatment becomes apparent, the Completion Report must be replaced with an updated Early Supports Plan. The updated Early Supports Plan will indicate a request to either progress to a Cover and Wellbeing Plan, or a Specialist Cover Assessment.</li> <li>f. Where Kiritaki exit and return before the completion of Short-term Support to Wellbeing, a new Engagement Form must be submitted. Following submission, ACC will discuss with the Lead Service Provider the next steps.</li> </ol>
4.8	Cover Pathways	<p>Cover and Wellbeing Pathways assess Kiritaki injury and needs. This Service will be provided using one of two Assessment options:</p> <ul style="list-style-type: none"> <li>• A Cover and Wellbeing Plan where the Lead Service Provider has determined that it is clinically appropriate for them as the Lead Service Provider to assess the clinical presentation and needs of the Kiritaki; or</li> <li>• A Specialist Cover Assessment where the Lead Service Provider has determined that the Kiritaki requires an assessment with an approved Named Assessment Provider (who may also be the Lead Service Provider) to:</li> </ul>



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		<ul style="list-style-type: none"> <li>○ determine the presenting injuries, the causation link to these injuries and appropriate treatment and support or rehabilitation needs; and/or</li> <li>○ determine eligibility for Weekly Compensation or Weekly Compensation for Loss of Potential Earnings where Kiritaki are unable to work due to their injury (where required).</li> <li>• Where ACC approves cover following the Specialist Cover Assessment, the Lead Service Provider will develop the Wellbeing Plan with the Recovery Goals.</li> </ul>
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4.9	Cover and Wellbeing Plan	<p>This Service is for Kiritaki where the Lead Service Provider has determined, based on the needs of the Kiritaki, that the Cover and Wellbeing Plan is a clinically appropriate option.</p> <p>a. The Cover and Wellbeing Plan will:</p> <ul style="list-style-type: none"> <li>• confirm the appropriate psychometric measure has been used to show the presence of injury-related symptoms;</li> <li>• confirm there is a mental injury causally linked to Schedule 3 event/s; and</li> <li>• detail Recovery Goals and milestones, and outline the services required under Tailored Support to Wellbeing Package A to meet those Recovery Goals.</li> </ul> <p>b. This Service must be delivered by a Lead Service Provider.</p> <p>c. This Service must be approved by ACC as part of the Early Supports Plan.</p> <p>d. The Lead Service Provider will meet with the Kiritaki to gather information and to complete the Cover and Wellbeing Plan (template available on ACC's website).</p> <p>e. The Lead Service Provider has up to four (4) hours for sessions with the Kiritaki and up to two (2) hours to complete and write the Cover and Wellbeing Plan. The Supplier must ensure the Lead Service Provider completes all sections of the relevant template which is divided in two parts: cover and the wellbeing plan.</p> <p>f. The Supplier will ensure that the Cover and Wellbeing Plan is submitted to ACC within ten (10) Business Days of the last session under this Service. The Cover and Wellbeing Plan is undertaken for ACC to determine cover and eligibility for treatment and supports.</p> <p>g. Where the Kiritaki does not complete the Cover and Wellbeing Plan, the Supplier will ensure the Lead Service Provider submits a partially Completed Cover and Wellbeing Plan. If that is not possible, a Closure Notice is submitted (Part B, Clause 5.6) as soon as possible if the Kiritaki is exiting the Service.</p> <p>h. On receipt of the Cover and Wellbeing Plan, ACC will review and either:</p> <ul style="list-style-type: none"> <li>• Approve Cover for a mental injury (Unspecified Trauma or Stressor-related Disorder) caused by sexual abuse or assault if satisfied with the Cover and Wellbeing Plan, and approve the next service item(s) within ten (10) Business Days;</li> <li>• Decline Cover for a mental injury caused by sexual abuse or assault and approve the next service item, for Support for Next Steps, within ten (10) Business Days;</li> <li>• Decline Cover for a mental injury caused by sexual abuse or assault where the Kiritaki has exited the Service early and does not wish to</li> </ul>
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continue with further Services. Kiritaki can return to Services at a later date (Part B, Clause 2.12); or

- Return the Cover and Wellbeing Plan to the Supplier where it does not meet ACC quality standards or if the Cover and Wellbeing Plan is deemed not appropriate for the Kiritaki and that a Specialist Cover Assessment is more appropriate. The Supplier is expected to address the issues raised with the Lead Service Provider and resubmit the plan once these issues have been addressed.

i. The Cover and Wellbeing Plan does not include a Function Assessment.

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4.10 Specialist Cover Assessment

This Service is for Kiritaki where the Lead Service Provider has determined that the Kiritaki requires an assessment by a Named Assessment Provider to:

- determine the presenting injuries, the causation link to these injuries and appropriate treatment and support or rehabilitation needs; and/or
  - determine eligibility and entitlement to Weekly Compensation or Weekly Compensation for Loss of Potential Earnings where Kiritaki are unable to work due to their injury (where required).
- a. The Supplier must confirm a Named Assessment Provider who will complete this Service. If a Function Assessment is to be completed as part of this Service to determine eligibility and entitlement for Weekly Compensation or for Loss of Potential Earnings, this must be completed by a Named Assessment Provider approved to complete the Function Assessment (Part B, Clause 4.11 and Part D, Appendix 3, Table 2).

*Requesting a Specialist Cover Assessment*

- b. This Service can be requested by the Lead Service Provider:
- As part of the Early Supports Plan (Part B, Clause 4.5); or
  - Submitting a request to ACC (in writing) at any stage during preparation of a Cover and Wellbeing Plan (Part B, Clause 4.9), or during delivery of Tailored Support to Wellbeing Package A (Part B, Clause 4.18).
- c. The Supplier with the Lead Service Provider must ensure that the steps for Obtaining Clinical Records (Part B, Clause 5.3) are completed as part of the initial request in the Early Supports Plan or subsequently as a written request to ACC (if requested through delivery of Tailored Support to Wellbeing Package A).
- d. This Service must be approved by ACC.

*Allocated Hours*

- e. Where a single Named Service Provider (where the Named Service Provider is also the Named Assessment Provider) carries out this Service, up to ten (10) hours are available for the Named Assessment Provider to complete sessions with the Kiritaki and up to ten (10) hours are available to review material and write the Specialist Cover Assessment.
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- f. Where this Service is provided by the Lead Service Provider and a separate Named Assessment Provider working collaboratively, the Lead Service Provider can access up to ten (10) hours to support the Kiritaki before, during and following the assessment until ACC has made a decision on cover. The Named Assessment Provider can access up to six (6) hours to complete sessions with the Kiritaki and up to ten (10) hours to complete and write the Specialist Cover Assessment.

*Assessment*

- g. The Supplier must ensure the Named Assessment Provider completes all relevant sections of the template (template available on ACC's website).
- h. A Function Assessment is included as part of the template and must be completed if the Kiritaki is requesting ACC to investigate eligibility and entitlement to Weekly Compensation or Weekly Compensation for Loss of Potential Earnings (Part B, Clause 4.11).
- i. The Supplier will ensure that the Specialist Cover Assessment is submitted to ACC within ten (10) Business Days of the last session under this Service, where the Specialist Cover Assessment is discussed with the Kiritaki.
- j. Where the Kiritaki does not complete the Specialist Cover Assessment, the Supplier will ensure either the Lead Service Provider or the Named Assessment Provider submits a partially Completed Specialist Cover Assessment. If that is not possible, the Supplier will ensure the Lead Service Provider submits a Closure Notice (Part B, Clause 5.6) as soon as possible, if the Kiritaki is exiting the Service.
- k. On receipt of the Specialist Cover Assessment, ACC will review and either:
- Approve Cover for a mental injury caused by sexual abuse or assault, and approve the next service item(s) for the Lead Service Provider to complete the Wellbeing Plan (available on ACC's website) within ten (10) Business Days;
  - Decline Cover for a mental injury caused by sexual abuse or assault and confirm approval for the Support for Next Steps Service within ten (10) Business Days;
  - Decline Cover for a mental injury caused by sexual abuse or assault where the Kiritaki has exited the Service early and does not wish to continue with further Services. Kiritaki can return to Services at a later date (Part B, Clause 2.12); or
  - Return the Specialist Cover Assessment to the Supplier where it does not meet ACC quality standards. The Supplier is expected to address the issues raised with the Named Assessment Provider and resubmit the Specialist Cover Assessment to ACC once the issue/s have been addressed.
- l. If a Function Assessment has been completed, ACC will contact the Kiritaki directly to discuss the next actions for the relevant financial entitlement.
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## Pre-Cover Supporting Services

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4.11 Function Assessment	<p>This Service assesses the impact of the mental injury on the capacity of the Kiritaki to work in their pre-injury role or to commence work in roles deemed suitable by reason of experience, education or training, or any combination of these.</p> <p>a. This Service will:</p> <ul style="list-style-type: none"><li>• allow ACC to determine eligibility and entitlement to Weekly Compensation or Weekly Compensation for Loss of Potential Earnings where Kiritaki are unable to work due to their injury; and</li><li>• inform vocational rehabilitation or training required for the Kiritaki.</li></ul> <p>b. The Supplier must ensure:</p> <ul style="list-style-type: none"><li>• a Function Assessment section is completed in the Specialist Cover Assessment template if the Kiritaki is requesting ACC to investigate eligibility and entitlement to Weekly Compensation or Weekly Compensation for Loss of Potential Earnings;</li><li>• the Function Assessment is approved by ACC before undertaking the Service. This can be done as part of the Early Supports Plan or separately requested if Cover for a Claim is approved; and</li><li>• the Service is provided by an approved Named Assessment Provider (namely a Psychiatrist or Clinical Psychologist who has been approved by ACC to complete the Function Assessment (Part D, Appendix 3, Table 2).</li></ul> <p>c. ACC will allocate up to two (2) hours additional to those approved for the Specialist Cover Assessment to complete and write the Function Assessment, where these Assessments are completed in conjunction with each other.</p> <p>d. Where a Function Assessment is completed outside of the Specialist Cover Assessment, ACC will approve up to six (6) hours to meet with the Kiritaki for this purpose, and up to two (2) hours to write the Function Assessment.</p>
4.12 Social Work	<p>This Service is for when Kiritaki need support outside of the Pre-Cover Core Services by managing and/ or removing any social barriers that prevent or compromise the ability for Kiritaki to engage in services or be assessed for Cover.</p> <p>a. This Service must be delivered by a Service Provider qualified and registered with ACC as a Social Worker.</p> <p>b. The Supplier with the Lead Service Provider will determine the number of hours to use for this Service in conjunction with the Whānau Supporting Service (up to the maximum of 30 hours is available for both this Service and the Whānau Supporting Services).</p> <p><i>Children and Young People (17 and under)</i></p> <p>c. The Supplier will allocate up to a maximum of 30 hours for this Service and the Whānau Supporting Service from the commencement of Getting Started to the completion of relevant Pre-Cover Core Services. Prior approval from ACC is not required. Outcomes achieved through accessing this service must be referenced in any reports / plans submitted to ACC.</p>

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*Adults (18 and over)*

- d. The Supplier will allocate the first ten (10) hours (pre-approved) for this Service and the Whānau Supporting Service between Getting Started and submission of the Early Supports Plan.
- e. The Supplier must seek ACC approval for any subsequent allocation of hours required post approval of the Early Supports Plan (up to a further 20 hours), if the Kiritaki is proceeding to:
  - Support for Next Steps, no further hours for this Service can be requested;
  - Short-term Support to Wellbeing, up to 20 additional hours (in conjunction with the Whānau Supporting Service) can be requested;
  - a Cover and Wellbeing Plan, up to 10 additional hours (in conjunction with the Whānau Supporting Service) can be requested; or
  - a Specialist Cover Assessment, up to 20 additional hours (in conjunction with the Whānau Supporting Service) can be requested.
- f. The Supplier will ensure the Lead Service Provider submits to ACC a request for any further hours for this Service and the Whānau Supporting Service as part of the Early Supports Plan. Outcomes achieved through accessing this Service must be referenced in any reports / plans submitted to ACC.
- g. Any additional hours for this Service approved through the Early Supports Plan can only be used during Pre-Cover Services and hours are not carried over to Post Cover Services. Further hours of this Service will be available within Tailored Support to Wellbeing Package A or Package B.

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4.13 Whānau Support

This Service is used to support the Kiritaki recovery through provision of early education and support to Whānau about the effects of sexual assault and abuse.

- a. This Service is delivered to members of Kiritaki Whānau with the knowledge and consent of the Kiritaki. The Kiritaki can be present for the delivery of this Service if the Lead Service Provider considers it safe and appropriate.
- b. This Service must be delivered by a Named Service Provider or a Social Worker.
- c. The Supplier with the Lead Service Provider will determine the number of hours to use for this Service in conjunction with the Social Work Service (up to the maximum of 30 hours available for this Service and the Social Work Service).

*Children and Young People (17 and under)*

- d. Up to a maximum of 30 hours is available for this Service and the Social Work Service between Getting Started and submission of the Early Supports Plan. Pre-approval from ACC is not required.

*Adults (18 and over)*

- e. The Supplier will allocate the first ten (10) hours (pre-approved) for this Service and the Social Work Service between Getting Started and submission of the Early Supports Plan.
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- f. The Supplier must seek ACC approval for any subsequent allocation of hours (up to a further 20 hours) utilised beyond submission of the Early Supports Plan, if the Kiritaki is proceeding to:
    - Support for Next Steps, no further hours for this Service can be requested;
    - Short-term Support to Wellbeing, up to 20 additional hours (in conjunction with the Social Work Service) can be requested;
    - a Cover and Wellbeing Plan, up to 10 additional hours (in conjunction with the Social Work Service) can be requested; or
    - a Specialist Cover Assessment, up to 20 additional hours (in conjunction with the Social Work Service) can be requested.
  - g. The Supplier will ensure the Lead Service Provider submits to ACC a request for any further hours for this Service and the Social Work Service as part of the Early Supports Plan. Outcomes achieved through accessing this service must be referenced in any reports / plans submitted to ACC.
  - h. Any additional hours for this Service approved through the Early Supports Plan can only be used during Pre-Cover Services and hours are not carried over to Post Cover Services. Further hours of this Service will be available within Tailored Support to Wellbeing Package A or Package B.
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4.14 Active Liaison

This Service is for the Named Service Provider and/or the Service Provider(s) to coordinate key activities that support Kiritaki rehabilitation and recovery.

- a. The Supplier will allocate up to ten (10) hours (pre-approved) for use between the Lead Service Provider and Social Worker to engage and coordinate key activities with the Kiritaki during Pre-Cover Services. This can include other Named Service Providers and Service Providers working under the same Supplier where that Named Service Provider or Service Provider is directly supporting the Kiritaki.
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4.15 Cultural Support and Advice

This Service allows provision for a Named Service Provider or a Social Worker to seek advice and support to meet the specific cultural needs of Kiritaki, to meet the responsibilities of working in a culturally competent and safe manner with Kiritaki.

- a. The Supplier can engage a Third-Party Provider to support the Named Service Provider or Social Worker to remove any cultural barriers that exist and are hindering recovery or engagement in support for Kiritaki.
  - b. The Supplier will coordinate and allocate up to ten (10) hours (pre-approved) for use by Named Service Providers or Service Providers to engage with the Kiritaki during Pre-Cover Services.
  - c. The Supplier must ensure:
    - the Named Service Provider or Service Provider consults with the Kiritaki and obtain their agreement before seeking Cultural Support and Advice;
    - this Service is delivered with the knowledge and consent of the Kiritaki, whether the Kiritaki is present or not;
    - consent from the Kiritaki is obtained prior to a session with the Third-Party Provider, the Kiritaki and their Named Service Provider or Service Provider;
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- there are processes in place to determine a safe and appropriate environment for Third-Party Providers to provide this Service to the Named Service Provider, Service Provider and/or the Kiritaki; and
- the Third-Party Provider is safety checked in accordance with Part B, Clause 6.1.

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### Post-Cover Core Services

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4.16 Wellbeing Plan The Wellbeing Plan will detail Recovery Goals and milestones for the Kiritaki, and outline the services required under Tailored Support to Wellbeing Package B to meet those Recovery Goals.

- Where ACC approves cover for a mental injury caused by sexual abuse or assault following a Specialist Cover Assessment, the Supplier will ensure the Lead Service Provider develops and submits a Wellbeing Plan.
- The Lead Service Provider can access up to four (4) hours to develop the Wellbeing Plan in collaboration with the Kiritaki and in consultation with the Named Assessment Provider (where the Lead Service Provider is not the Named Assessment Provider), and up to two (2) hours to complete and submit the Wellbeing Plan to ACC.
- The template for the Wellbeing Plan is available on ACC's website. The Supplier will ensure that all sections that are relevant for the Kiritaki are completed.
- The Supplier will ensure that the Wellbeing Plan is submitted to ACC no later than ten (10) Business Days from the last session under this Service with the Kiritaki to develop the Wellbeing Plan.
- On receipt of the Wellbeing Plan, ACC will review and either:
  - Approve the Wellbeing Plan. ACC will approve the next service item(s) to be delivered under Tailored Support to Wellbeing Package B within ten (10) Business Days, or
  - Return the Wellbeing Plan to the Supplier where it does not meet ACC quality standards. The Supplier is expected to address the issues raised with the Lead Service Provider and resubmit the Wellbeing Plan to ACC once the issue/s have been addressed.

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4.17 Tailored Support to Wellbeing Tailored Support to Wellbeing Services are available following approval of Cover, these are:

- Cover and Wellbeing Plan, the Supplier can access *Tailored Support to Wellbeing: Package A* to deliver treatment and support for Kiritaki; or
- Specialist Cover Assessment and Wellbeing Plan, the Supplier can access *Tailored Support to Wellbeing: Package B* to deliver treatment and support for Kiritaki.

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4.18 Tailored Support to Wellbeing: Package A This Service follows approval of Cover (for Unspecified Trauma or Stressor Related Disorder) for Kiritaki through a Cover and Wellbeing Plan.

- The Supplier and Lead Service Provider will co-ordinate the delivery of Supports and Services approved as part of the Cover and Wellbeing Plan.
  - A Psychiatrist (Named Service Provider) cannot deliver Tailored Support to Wellbeing Package A.
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- c. The Supplier and Lead Service Provider can access and allocate up to 80 hours to be used over up to a 24-month period following approval of cover.
  - d. The available hours can be utilised by Named Service Providers and Service Providers that can support Kiritaki to address injury-related needs and achieve their Recovery Goals approved as part of the Cover and Wellbeing Plan.
  - e. Delivery of Social Work (Part B, Clause 4.12) and Whānau Support (Part B, Clause 4.13) are included in the total number of hours available for this Service.
  - f. This Service can only be accessed once by the Kiritaki (and cannot be repeated after completion of this Service).

*Additional Supporting Services*

- g. The Supplier can coordinate access Active Liaison (Part B, Clause 4.23) and Cultural Support and Advice (Part B, Clause 4.24) in addition to this Service. Prior approval from ACC is not required.
- h. In addition to this Service, the Supplier can request:
  - Group-based Therapy (Part B, Clause 4.22); and/or
  - Other entitlements that sit outside of this Service (Social Rehabilitation such as Rongoā Māori).
- i. Services requested that fall outside this Service must be requested by the Supplier or the Lead Service Provider and be approved by ACC.

*Progress and Reporting*

- j. The Supplier will ensure the Lead Service Provider completes a Progress Report and Progress Check-ins during the duration of this Service with ACC in accordance with Part B, Clause 11.1.
- k. The Supplier can access up to two (2) hours for the Lead Service Provider to develop a Progress Report six (6) months from the start of Tailored Support to Wellbeing Package A in collaboration with the Kiritaki (template available on ACC's website), and up to three (3) hours for the Lead Service Provider to participate in ACC initiated Progress Check ins every six (6) months following submission of the Progress Report.
- l. Where the needs of the Kiritaki change during the delivery of this Service, the Supplier must ensure the Lead Service Provider notifies ACC immediately or as soon as practicable. Where a Specialist Cover Assessment is required, a request must be made to ACC in accordance with Part B, Clause 4.10.

*Completion*

- m. ACC will contact the Lead Service Provider, three (3) months prior to the Completion of this Service to confirm:
    - the Kiritaki is on track to complete this Service; or
    - that the Kiritaki requires further treatment and supports, and a Specialist Cover Assessment is required.
  - n. If a Specialist Cover Assessment is required, ACC will confirm the next steps with the Supplier and the Lead Service Provider.
  - o. Within ten (10) Business Days of Completion of this Service, the Supplier will submit a Completion Report.
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4.19 Tailored Support to Wellbeing: Package B	<p>p. Following Completion of the Service the Kiritaki may access pre-approved Maintaining Wellbeing Services (Part B, Clause 4.21).</p> <p>q. If the Kiritaki does not complete this Service and exits this Service prior to Completion, the Supplier will submit a partially Completed Completion Report (Part B, Clause 5.5), and where that is not possible, a Closure Notice in accordance with Part B, Clause 5.6.</p>
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4.19 Tailored Support to Wellbeing: Package B	<p>This Service follows approval of cover for mental injury as a result of sexual abuse or assault through a Specialist Cover Assessment and Wellbeing Plan.</p> <p>a. The Supplier with the Lead Service Provider will co-ordinate the delivery of Supports and Services approved as part of the Wellbeing Plan.</p> <p>b. The Supplier and Lead Service Provider can access and allocate up to 100 hours to be used over up to a 24-month period following approval of Cover.</p> <p>c. The available hours can be utilised by Named Service Providers and Service Providers that can support Kiritaki to address injury-related needs and achieve their Recovery Goals approved as part of the Wellbeing Plan.</p> <p>d. Delivery of Social Work (Part B, Clause 4.12) and Whānau Support (Part B, Clause 4.13) are included in the total number of hours available for this Service.</p> <p>e. This Service can be repeated once, where necessary and appropriate, to meet the treatment and support needs of the Kiritaki.</p> <p><i>Additional Supporting Services</i></p> <p>f. The Supplier can coordinate access to Active Liaison (Part B, Clause 4.23) and Cultural Support and Advice (Part B, Clause 4.24) in addition to this Service. Prior approval from ACC is not required.</p> <p>g. In addition to this Service, the Supplier can request:</p> <ul style="list-style-type: none"> <li>• Group-based Therapy (Part B, Clause 4.22);</li> <li>• Dialectical Behavioural Therapy (DBT) Group-based Therapy (Part B, Clause 4.22); and/ or</li> <li>• Other entitlements that sit outside of this Service (such as Social and Vocational Rehabilitation).</li> </ul> <p>h. Services requested that fall outside this Service must be requested by the Supplier and approved by ACC.</p> <p><i>Progress and Reporting</i></p> <p>i. The Supplier will ensure the Lead Service Provider completes a Progress Report six (6) months following submission of the Wellbeing Plan and participates in ACC initiated Progress Check-ins during the duration of this Service in accordance with Part B, Clause 11.1.</p> <p>j. The Supplier can access up to two (2) hours for the Lead Service Provider to develop a Progress Report six (6) months from the start of Tailored Support to Wellbeing Package B in collaboration with the Kiritaki (template available on ACC's website), and up to three (3) hours to participate in ACC initiated Progress Check ins every six (6) months following submission of the Progress Report.</p> <p><i>Completing or extending Services</i></p>
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- k. ACC will contact the Lead Service Provider, three (3) months prior to the completion of this Service to confirm whether:
- the Kiritaki is on track to complete this Service;
  - the Kiritaki needs further treatment or supports and requires additional allocation of this Service; or
  - a Treatment Review is required to assess the Kiritaki's further needs.
- l. Following confirmation of the above, ACC will confirm the next steps with the Supplier and the Lead Service Provider. The Supplier will undertake the confirmed next steps as soon as practicable.

*Further allocation of this Service after one completed allocation*

- m. The Supplier will ensure the Lead Service Provider submits an updated Wellbeing Plan to ACC to request one additional allocation of this Service. The Supplier can access up to two (2) hours to update the Wellbeing Plan.

*Further allocation of this Service after two completed allocations*

- n. ACC will determine the request and advise if:
- A Treatment Review is required in accordance with Part B, Clause 4.20; or
  - an updated Specialist Cover Assessment (Part B, Clause 4.10)
- to confirm any further allocation of this Service. Upon receipt of ACC's confirmation, the Supplier will undertake the Services as soon as practicable.

*Completion*

- o. Within ten (10) Business Days of Completion of this Service, the Supplier will submit a Completion Report (Part B, Clause 5.5).
- p. Following Completion of this Service, the Kiritaki may access, pre-approved Maintaining Wellbeing Services in accordance with Part B, Clause 4.21.
- q. If the Kiritaki does not complete this Service and exits this Service prior to Completion, the Supplier will submit a partially Completed Completion Report (Part B, Clause 5.5). If that is not possible, a Closure Notice is submitted (Part B, Clause 5.6) as soon as possible.

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4.20 Treatment Review

This Service is an independent review of the treatment and progress of the Kiritaki.

- a. ACC can initiate this Service, or the Supplier can request this Service, during or at the completion of Tailored Support to Wellbeing Package B if:
- there are concerns about treatment progress;
  - there is no change in Recovery Goals over time;
  - there is a deterioration in progress over time;
  - there is no clear explanation for lack of progress; or
  - information indicates that the treatment provided no longer meets the injury related need for the Kiritaki.
- b. ACC will determine and advise if this Service or updated Specialist Cover Assessment (Part B, Clause 4.10) is required.
- c. The Supplier must:
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- ensure prior approval is received from ACC before undertaking the Treatment Review;
  - confirm the Named Assessment Provider to complete the Treatment Review, it cannot be the Lead Service Provider for the Kiritaki at the time of the request; and
  - ensure the Named Assessment Provider completes the Treatment Review Report including all sections of the template that are relevant for the treatment of the Kiritaki (template available on ACC's website).
- d. The Supplier with the Named Assessment Provider can access up to six (6) hours to complete sessions with the Kiritaki and up to ten (10) hours to complete the Treatment Review Report.
- e. The Supplier will ensure that the Treatment Review Report and any other supporting documentation is submitted to ACC within ten (10) Business Days from the last engagement with the Kiritaki and/or their Lead Service Provider.

*Review*

- f. On receipt of the Treatment Review, ACC will review and confirm the next steps, this may include to:
- agree the recommendations made in the Treatment Review and approve further Services, or
  - discuss the recommendations with the Lead Service Provider and/or the Kiritaki and determine appropriate next steps for Services.

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4.21 Maintaining Wellbeing

This Service is to maintain and refine Kiritaki self-management plan and recovery through short, on demand interventions as required over three (3) years.

- a. This Service is only available to Kiritaki that have completed Tailored Support to Wellbeing Package A or Package B and a Completion Report has been submitted to ACC by the Supplier.
- b. The Supplier will:
- manage the allocation of up to 20 hours over (pre-approved) over three (3) years from the completion of the Tailored Support to Wellbeing Package; and
  - ensure the Service is delivered by a Named Service Provider or Service Provider(s). Where services are delivered by a Provider that is not the Lead Service Provider, the Lead Service Provider must have oversight of the delivery of the Service.

*Additional hours*

- c. If all hours for this Service are used or the Kiritaki requires additional services and supports, the Kiritaki can re-enter services as a Returning Kiritaki (Part B, Clause 2.12).
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## Post-Cover Supporting Services

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- 4.22 Group-based Therapy
- This Service is to help Kiritaki develop the specific skills which are the focus of that group. Kiritaki can only be included in a group if they require the specific skills being addressed by that group and is outlined in the Wellbeing Plan.

### *Establishing a Group*

- a. The Supplier must apply to ACC to establish a group before the delivery of Group-based Therapy. The Supplier must submit a written proposal to ACC providing all details as specified in the Operational Guidelines, including any proposed advertising to establish the group.
- b. ACC will review and evaluate the proposal for the Group-based Therapy. Following review, ACC will confirm with the Supplier if approval is granted to establish the group including any advertising.
- c. Once written approval from ACC is received, the Supplier must advertise with all Suppliers delivering the Sensitive Claims Service in the geographical area the group is planned to be held within, unless the group is fully booked.

### *Delivery of Group-based Therapy*

- d. This Service must be delivered by either:
  - two (2) Named Service Providers approved to deliver Group-based Therapy; or
  - one (1) Named Service Provider and one (1) Provisional Named Service Provider approved to deliver Group-based Therapy; or
  - one (1) Named Service Provider approved to deliver Group-based Therapy and one (1) Third-Party Provider with significant skills and expertise relevant to the purpose of the Group-based Therapy.
- e. A Provisional Named Service Provider must only deliver Group-based therapy with a Full Experience Named Service Provider.
- f. The Supplier managing the Group must ensure the 'Third-Party Provider' undertakes the same vetting as all Supplier-approved personnel and providers (Part B, Clause 6.1m) and are the responsibility of that Supplier.

### *Group-based Therapy*

- g. This Service must have at least four Kiritaki in the group.
- h. This Service is up to a maximum of 32 hours for each Kiritaki over a 12-month period.
- i. This Service can be requested alongside Tailored Support to Wellbeing Package A or Tailored Support to Wellbeing Package B.
- j. Each Kiritaki must be approved by ACC before this Service is provided, following a recommendation in the Cover and Wellbeing Plan for the Kiritaki, Wellbeing Plan or as part of a Progress Report or Progress Check In.
- k. The Named Service Provider delivering this Service can meet with Kiritaki prior to providing the services for a maximum of one (1) additional hour (per Kiritaki per Group) to ensure Group-based Therapy is a good fit.
- l. Where the Kiritaki does not wish to proceed with Group-based Therapy, the Supplier must notify ACC immediately to close off the purchase order for that service item.

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*Progress*

- m. The Supplier will ensure that the Lead Service Provider documents the delivery and outcomes achieved from this Service and submit to ACC.

*Dialectical Behavioural Therapy (DBT) Group-based Therapy*

- n. This Service is a specific form of therapy designed primarily (but not exclusively) for Kiritaki with complex trauma and/or personality disturbance.
- o. Group-based Therapy and DBT Group-based Therapy are not mutually exclusive. DBT Group-based Therapy must meet the same requirements as set out above in Group-based Therapy, with additional requirements below.
- p. This service must be delivered by either:
- two (2) approved Named Service Providers with specific training in DBT approved to deliver DBT Group-based Therapy; or
  - one (1) Named Service Provider and one (1) Provisional Named Service Provider approved to deliver DBT Group-based Therapy; or
  - one (1) Named Service Provider with specific training in DBT approved to deliver DBT Group-based Therapy and on (1) Third-Party Provider with specific training in DBT.
- q. This Service must be delivered within a maximum of two (2) hours per week over a 12-month period.
- r. This Service can only be requested alongside Tailored Support to Wellbeing Package B.

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4.23 Active Liaison

As described in Part B, Clause 4.14, this Service provides the Named Service Provider or Service Provider to coordinate key activities that will support the Kiritaki with their rehabilitation and recovery.

- a. Further to Part B, Clause 4.14, the Supplier will with the Lead Service Provider determine and allocate up to ten (10) hours, pre-approved, over 12 months (a total of 20 hours over 24 months) in parallel with either Tailored Support to Wellbeing Package A or Tailored Support to Wellbeing Package B to support the Kiritaki during Post-Cover Service.

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4.24 Cultural Support and Advice

As described in Part B, Clause 4.15, this Service allows for a Named Service Provider or Service Provider to seek advice and support to meet the specific cultural needs of Kiritaki, to meet the responsibilities of working in a culturally competent and safe manner with all Kiritaki.

- a. Further to the requirements described in Clause 4.15, the Supplier may:
- engage a Third-Party Provider to support the Named Service Provider or Service Provider to remove any cultural barriers that exist that are hindering recovery or engagement in support for Kiritaki; and
  - allocate and coordinate up to ten (10) hours, pre-approved, over 12 months (a total of 20 hours over 24 months) in parallel with Tailored Support to Wellbeing Package A or Tailored Support to Wellbeing Package B.
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## 5. ADMINISTRATION AND MANAGEMENT

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5.1 Continuity Sessions	<p>This Service is to provide continuity of service for Kiritaki where ACC requires further time to determine Cover for the Specialist Cover Assessment.</p> <p>a. Where ACC identifies that further time is required for ACC to determine cover following receipt of a Specialist Cover Assessment, ACC will:</p> <ul style="list-style-type: none"><li>• contact the Supplier and Lead Service Provider to advise of the potential delays on issuing a decision on Cover; and</li><li>• discuss with the Lead Service Provider how many Continuity Sessions are required to assist the Kiritaki during this period.</li></ul> <p>b. On approval of Continuity Sessions, these must be delivered by the Lead Service Provider.</p>
5.2 Administration and Management Fee	<p>The Administration and Management Fee is payable by ACC for each Kiritaki when an Engagement Form has been submitted to ACC at the completion of the Getting Started Service.</p> <p><i>Changing Suppliers</i></p> <p>a. If the Kiritaki transfers to a different Supplier, the new Supplier may invoice for the Administration and Management Fee.</p> <p>b. If the Kiritaki is returning to the same Supplier, the Supplier cannot re-invoice for the Administration and Management fee within 24 months of the previous Engagement Form being lodged.</p>
5.3 Obtaining Clinical Records	<p>Suppliers, Lead Service Providers and Named Assessment Providers may be required to obtain Clinical records for those Kiritaki who proceed with a Specialist Cover Assessment.</p> <p>a. Subject to Clause 9 of the Standard Terms and Conditions, where a Supplier requires clinical records from ACC, the Supplier must:</p> <ul style="list-style-type: none"><li>• request the clinical records in the Early Supports Plan; and</li><li>• ensure the Lead Service Provider completes the Authority to collect medical and other records Form (ACC6300, available on ACC's website) with the Kiritaki to allow ACC authority to collect relevant medical and other records for the Kiritaki.</li></ul> <p>b. Where a Supplier requires clinical records from another source or Agency, the supplier must:</p> <ul style="list-style-type: none"><li>• obtain written consent from the Kiritaki before pursuing the request for further clinical records;</li><li>• ensure the request, use and storage of the clinical records complies with the Privacy Act 2020; and</li><li>• advise ACC of the request for clinical records.</li></ul> <p>c. ACC may at their discretion reimburse the Supplier for the costs incurred to obtain the clinical records at ACC's standard rates.</p>
5.4 Kiritaki Non-Attendance Fee	<p>A Non-Attendance fee is payable when Kiritaki fail to attend a scheduled appointment without giving two (2) working days prior notification to the Named Service Provider or Service Provider.</p> <p>a. It is the Supplier's responsibility to manage the:</p> <ul style="list-style-type: none"><li>• allocation of this fee across the Services provided; and</li></ul>

- expectations of Named Service Providers and Service Providers delivering those services on the availability of this fee with the allocated number assigned per Kiritaki.
- b. The Supplier will ensure they have systems and processes in place to minimise the likelihood of Kiritaki not attending scheduled appointments.
- c. The Supplier and Lead Service Provider must notify ACC when Kiritaki have failed to attend:
- more than three (3) scheduled appointments during the Pre-Cover Services; and/or
  - more than five (5) scheduled appointments during the Post-Cover Services
- to discuss the non-attendance and look at ways to minimise the likelihood of further non-attendance.
- d. When Kiritaki change Suppliers part way through services, the new Supplier can obtain non-attendance information about the Kiritaki from ACC. This Supplier can use this to develop processes to improve engagement with the Kiritaki.

*Allocated hours – Pre-Cover*

- e. The Supplier can claim up to six (6) non-attendance fees per Kiritaki during the Pre-Cover period. The non-attendance fees can be used across both Pre-Cover Core and Supporting Services.

*Allocated hours – Post Cover*

- f. The Supplier can claim up to ten (10) non-attendance fees per Kiritaki during the duration of a Tailored Support to Wellbeing Package A or B (24 months). These non-attendance fees can be used across Post-Cover Core and Supporting Services for the duration of the Tailored Support to Wellbeing Package A or B, excluding the Maintaining Wellbeing Service, Group-based Therapy and DBT Group-based Therapy.

*On Charge*

- g. The Supplier can charge Kiritaki for missed appointments once ACC covered non-attendance provisions have been exhausted.
- h. The Supplier must advise Kiritaki in writing at the start of the Services about the possibility of being charged for non-attendance.
- i. A Supplier cannot charge more than the agreed ACC fee and must take the financial situation of the Kiritaki into consideration.

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5.5	Completion Report	<p>The Completion Report informs ACC of when a Kiritaki has completed a Short-term Support to Wellbeing Service or Tailored Support to Wellbeing (Package A or Package B).</p> <p>a. The Supplier can access up to two (2) hours to prepared and submit a Completion Report.</p> <p>b. The Supplier must:</p> <ul style="list-style-type: none"> <li>• ensure the Lead Service Provider completes all sections of the Completion Report that are relevant for the Kiritaki; and</li> <li>• submit to ACC no later than ten (10) Business Days after the last face to face session of Short-term Support to Wellbeing or Tailored Support to Wellbeing Package A or Package B (template available on ACC's website).</li> </ul>
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		<p>c. Where the Kiritaki does not complete the package of services under Short-term Support to Wellbeing or Tailored Support to Wellbeing Package A or Package B, the Supplier will submit a partially Completed Completion Report or a Closure Notice to ACC as soon as possible.</p>
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5.6	Closure Notice	<p>The Closure Notice provides information to ACC where Kiritaki have stopped accessing Services before the conclusion of the Service or confirms the completion of service delivery for Support for Next Steps.</p> <p>a. The Supplier can access a fixed fee (Part C) complete and submit a Closure Notice. The rate of the fixed fee is applied by the Lead Service Provider who will complete the Closure Notice.</p> <p>b. The Supplier must ensure the Lead Service Provider attempts to contact the Kiritaki within four (4) weeks from the last contact to re-engage the Kiritaki.</p> <p>c. If no contact is made, or the Lead Service Provider has had confirmation from the Kiritaki to exit the Services, the Supplier will with the Lead Service Provider must ensure:</p> <ul style="list-style-type: none"> <li>• a partially Completed Report (Early Supports Plan, Cover and Wellbeing Plan, Specialist Cover Assessment, or a Completion Report following exit from Tailored Support to Wellbeing); or</li> <li>• where that is not possible, a Closure Notice is submitted to ACC, confirming the Kiritaki has exited the Services or within the four (4) weeks from the last contact with the Kiritaki.</li> </ul> <p>d. Where a Closure Notice is required, the Supplier will ensure the Lead Service Provider completes all sections of the template (template available on ACC's website)</p> <p>e. ACC will only accept notification of unplanned Service Exit once a partially Completed report, or a completed Closure Notice is received.</p>
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5.7	Service Exit	<p>a. The Service is complete when:</p> <ul style="list-style-type: none"> <li>• ACC receives a Completion Report (Part B, Clause 5.5) for the completion of Services provided to the Kiritaki which is satisfactory to ACC in all respects;</li> <li>• ACC receives a Closure Notice (Part B, Clause 5.6) from the Supplier for the Kiritaki who either no longer requires service or is not eligible for further services (e.g. when the Kiritaki is actively disengaged and chooses not to proceed at any point or has completed Support for Next Steps);</li> <li>• the Kiritaki or ACC determines that it is not appropriate for the Kiritaki to continue the Services; or</li> <li>• the Supplier considers that it is no longer appropriate to provide Services to the Kiritaki.</li> </ul> <p>b. Where there is an unplanned Service Exit, the Supplier must submit any partially Completed reports to ACC, where that is not possible, a Closure Notice should be submitted.</p> <p>c. The Supplier will not invoice ACC for Services provided after the submission of the partially Completed report or Closure Notice.</p>
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5.8	ACC responsibilities to support the Services	<p>ACC will support the Supplier in the delivery of the Services by:</p> <ul style="list-style-type: none"> <li>• Fulfilling its legislative obligations under the Accident Compensation Act 2001, by managing cover and entitlement decisions for Kiritaki, including but not limited to any other entitlements requested by the Kiritaki.</li> <li>• Surveying Kiritaki to assess patient reported experience measures (PREMs) in relation to the Services.</li> <li>• Collecting, collating, and analysing data from Patient Reported Outcome Measures (PROMS) in relation to the Services.</li> <li>• Providing Suppliers, Named Service Providers and Service Providers with access to ACC to support with Supplier, Service Provider or Kiritaki related questions and issues.</li> <li>• Publishing and maintaining Operational Guidelines for the Service.</li> </ul>
5.9	Exclusions	<p>The following are excluded from and out of scope of the Services:</p> <ul style="list-style-type: none"> <li>• Acute services (e.g., CAT, emergency crisis)</li> <li>• Counselling under the Cost of Treatment Regulations (CoTR)</li> <li>• Sexual Abuse Assessment and Treatment Services (Medical and Forensic services)</li> <li>• Court Support services</li> <li>• Peer Support services</li> <li>• Psychological support services for physical injuries</li> <li>• Neuropsychological Assessment Services</li> <li>• Educational support services</li> <li>• Social rehabilitation including Training for Independence and Social rehabilitation assessment</li> <li>• Vocational rehabilitation including applicable medical assessments</li> <li>• Residential Services</li> <li>• Assessments for independence allowance or lump sum payment</li> <li>• Counselling for Whānau of the Kiritaki, where the counselling does not directly relate to the rehabilitation and recovery of the Kiritaki. Whānau requiring personal counselling will be referred to an alternative service as appropriate.</li> <li>• All other services not expressly stated in this Contract as being in scope of the Services.</li> </ul>

## 6. SERVICE SPECIFIC QUALITY REQUIREMENTS

6.1	Service Quality Requirement	<p>In addition to the requirements specified in the Standard Terms and Conditions, the Supplier will meet the following requirements:</p> <p><i>Kiritaki – Centric Service Delivery</i></p> <p>a. The hours the Supplier requests for the different service items are to be based on the specific individual needs and what is clinically appropriate for the Kiritaki. Length, frequency and mix of service sessions must be tailored to the needs of Kiritaki and invoiced per hour or part thereof depending on actual time spent.</p>
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### *Cultural Responsiveness*

- b. The Supplier will have a cultural responsiveness policy that:
- ensures Named Service Providers and Service Providers will deliver services that are culturally responsive and safe; and
  - meets the requirements set by ACC's Cultural Safety Policy, Kawa Whakaruruhau and Guidance on Māori cultural competencies for providers: Te whānau Māori me ō mahi, ensuring that the Supplier's Named Service Providers and Service Providers deliver services that are demonstrably culturally appropriate and safe for the Kiritaki and their Whānau.

### *Continuity of Service*

- c. The Supplier will provide a responsive service to Kiritaki, with services being available throughout the year.
- d. The Supplier will ensure that there is adequate Named Service Provider and Service Provider coverage to allow for planned leave, including public holidays and study leave.
- e. Where, for unexpected reasons, the usual Named Service Provider or Service Provider is not available and/or services cannot be delivered, the Supplier will arrange alternative services as part of contingency planning for the Kiritaki. This is to ensure the Kiritaki receive any services determined to be essential for safety; this may include referring the Kiritaki to other Suppliers in the Supplier's geographical area that can appropriately respond to the needs of the Kiritaki.
- f. The Supplier will regularly provide ACC with information regarding Named Service Provider availability, as requested by ACC.

### *Premises*

- g. The Supplier, Named Service Providers and Service Providers must specify business addresses for ACC correspondence and advise ACC immediately if these details change.
- h. It will be acceptable for the Named Service Providers or Service Providers to use the Supplier's business premises to provide services and receive mail.
- i. The Supplier and its Named Service Providers and Service Providers must ensure that any address given to ACC for courier packages to be sent to is an address at which such packages can be collected and signed for in person. When this is not possible, courier packages will be sent to the closest local ACC office for collection.

### *Systems*

- j. Suppliers will have a landline or mobile with messaging and voicemail functions for Kiritaki to access the Service. They will also have a secure internet connection, secure business email address and use specified or approved secure electronic interfaces for interactions with ACC (e.g., RealMe).
- k. All personal information will be stored securely and be inaccessible to unauthorised people; where held digitally, it will be password protected and regularly backed-up.
- l. All staff employed by the Supplier, Named Service Providers and Service Providers must take all necessary and reasonable care to protect Kiritaki information when it is in transit (e.g., when taking a physical file to an appointment).

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*Security/ safety screening*

- m. The Supplier must:
- uphold the safety of Kiritaki by carrying out appropriate security screening/vetting, including Police Vetting, for all Supplier approved personnel and providers who provide Services under this Contract; Supplier-approved personnel and providers
  - establish and maintain systems, process and security screening practices for all Supplier approved personnel and providers, including Subcontractors and collaborate with ACC, to uphold the safety of Kiritaki;
  - ensure all Supplier approved personnel and providers 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
  - immediately notify ACC of any actual, possible, or anticipated issues that could impact the safety of Kiritaki.
- n. If ACC receives any information from any source related to the safety of Kiritaki, in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that safety of Kiritaki may be impacted, ACC can, as its sole discretion suspend, or terminate all or any part of the Services of this Contract.
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## **7. QUALITY STANDARDS**

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- 7.1 Service Standards      The Supplier must provide the Services:
- in accordance with the principles in the Sexual Abuse and Mental Injury Practice Guidelines for Aotearoa New Zealand, March 2008 ("the Massey Guidelines") (available on ACC's website – ACC4451 Sexual abuse and mental injury – practice guidelines);
  - in compliance with the Code of ACC Claimants' Rights; and
  - in a manner that meets or exceeds the Performance Indicator targets set out in Part B, Clause 12.2 of this Contract.
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- 7.2 Quality Review      For ACC to monitor and evaluate the quality and timeliness of the Services (including all Reports and Assessments) provided under this Contract, ACC personnel or other Suppliers engaged by ACC may review Reports or Assessments submitted by the Supplier.
- a. A Quality Review Report will provide detailed feedback and comments on the following:
- Compliance with Assessment requirements
  - Quality standard of the Reports
  - Supporting information
  - Provision of sufficient evidence to justify conclusions; and
  - Any other matters as required by ACC.
- b. ACC will notify the Supplier and the Named Service Provider if a Report or Assessment requires a Quality Review. On receipt of the notice, the Supplier will provide:
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		<ul style="list-style-type: none"> <li>• all reasonable co-operation to facilitate the Quality Review</li> <li>• any assistance or explanation if required; and</li> <li>• any further information requested by the Quality Reviewer within five (5) business days of receiving the request.</li> </ul>
		<p>C. Following the Quality Review, ACC will either:</p> <ul style="list-style-type: none"> <li>• accept the Report or Assessment as satisfactory, providing the Supplier and the Named Service Provider with the Quality Review Report; or</li> <li>• return the Report or Assessment to the Supplier and Named Service Provider with the Quality Review Report and <ul style="list-style-type: none"> <li>○ seek amendments to the aspects in concern; or</li> <li>○ request the Supplier and the Named Service Provider liaise with ACC's Clinical Advisor to discuss aspects of concern before seeking amendments to the Report or Assessment.</li> </ul> </li> </ul>
		<p>d. If ACC considers the actions of the Quality Review do not meet the appropriate standards, then ACC may take steps to investigate and take appropriate action.</p>

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7.3	Operational Guidelines	<p>a. The Supplier must provide the Services in accordance with the Operational Guidelines for the Services.</p> <p>b. If there is any inconsistency with the Operational Guidelines and this Service Schedule, the Service Schedule will take precedence.</p>
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7.4	Personnel qualifications and experience	<p><i>Qualifications and expertise</i></p> <p>a. The Supplier must ensure all Named Service Providers, Service Providers, and any other Personnel (including instructed Subcontractors, and Third-Party Providers) involved in the delivery of the Services meet the following requirements, as applicable:</p> <ul style="list-style-type: none"> <li>• Registered Named Service Providers and Registered Named Assessment Providers must: <ul style="list-style-type: none"> <li>○ be qualified as required by the professional registration body relating to their profession;</li> <li>○ be registered in New Zealand;</li> <li>○ have an annual practising certificate;</li> <li>○ meet the qualification, experience and competency requirements as set out in Part D, Appendix 3, Tables 1-3;</li> <li>○ maintains registrations with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003;</li> <li>○ have regular documented supervision by an appropriately qualified supervisor (set out in Part D, Clause 3, Table 4) appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively; and</li> <li>○ Services requested that fall outside this Service must be requested by the Supplier and approved by ACC.</li> </ul> </li> <li>• Service Providers must: <ul style="list-style-type: none"> <li>○ have the appropriate qualification and expertise and competency as set out in Part D, Clause 3, Tables 5 and 6;</li> <li>○ have regular documented supervision appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively, and</li> <li>○ undertake ongoing training in their area of expertise.</li> </ul> </li> </ul>
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- All other Personnel must:
    - meet the requirements stated in Part B, Clause 10 of this Service Schedule; and
    - consistently provide the highest standards of customer service in accordance with Good Industry Practice.

*Excluded and prohibited Personnel*

- b. The Supplier must ensure that any Service undertaken under this Contract is not provided by interns.

*Monitoring Competency*

- c. The Supplier must maintain quality assurance systems and processes in accordance with Good Industry Practice to identify and monitor competency levels, training needs and compliance with supervision and training requirements for Named Service Providers, Service Providers and other Personnel that provide any part of the Services.

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7.5	Service Location quality standards	<ul style="list-style-type: none"> <li>a. The Supplier must ensure that all Service Locations used in the delivery of the Services meet Good Industry Practice and the needs of Kiritaki.</li> <li>b. Services delivered must be in line with relevant Health and Safety legislative requirements, including those mandated in the Health and Safety at Work Act 2015.</li> <li>c. It is the responsibility of the Supplier to have sufficient policies in place to ensure the safety of Named Service Providers and Service Providers; and to ensure that those Named Service Providers and Service Providers utilise appropriate and safe service locations and premises.</li> <li>d. The Supplier must ensure:           <ul style="list-style-type: none"> <li>• all service premises are suitable for survivors of sexual abuse and assault;</li> <li>• services are delivered in a physical environment appropriate to the age and developmental stage of the Kiritaki; and that there is adequate space for Whānau; and</li> <li>• all aspects of the environment are managed to ensure the Kiritaki feels safe, respected, and that Services are delivered in a safe and confidential manner.</li> </ul> </li> </ul>
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## 8. CHARGES

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8.1	Charges	The Charges for each Service Item are stated in Part C of this Service Schedule.
8.2	Invoicing and Payment	<p>The Supplier may only invoice ACC for Services for Kiritaki using the Service Item Codes listed in Part C at the following times, as applicable:</p> <ul style="list-style-type: none"> <li>a. For all services, Active Liaison, Cultural Support and Advice and Closure Notices, after each session or service occurrence.</li> <li>b. For all Report writing, after the respective report has been completed, submitted, and accepted by ACC.</li> <li>c. The Supplier will:           <ul style="list-style-type: none"> <li>• invoice ACC using the Service Item Codes on a per hourly rates basis and will invoice per full hour(s) or part thereof depending on actual time spent on service delivery. Partial hours will be rounded to the closest quarter hour; and</li> </ul> </li> </ul>

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		<ul style="list-style-type: none"> <li>ensure that it invoices ACC for the correct Charges, including ensuring that any changes to the Charges are only invoiced after the effective date of the change, with reference to the requirements set out above.</li> </ul>
8.3	Kiritaki co-payments	The Supplier must not charge Kiritaki or any other person any charge or co-payment in addition to the Charges for the Services, unless as set out in Part B, Clause 5.4.
8.4	Travel	<p>a. The Supplier will ensure:</p> <ul style="list-style-type: none"> <li>any travel required is necessary;</li> <li>the Named Service Provider or Service Provider travels using the most direct, practicable route between their base/facility and where the services are provided; and</li> <li>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 Kiritaki as agreed by ACC.</li> </ul> <p>b. The Supplier must comply with and ensure all Named Service Providers, Services Providers and Personnel comply with ACC's Travel Policy for Providers.</p> <p><i>Travel Mode</i></p> <p>c. The Supplier will invoice for return travel by ferry, taxi, rental car, public transport and parking when:</p> <ul style="list-style-type: none"> <li>return travel is via the most direct, practicable route; and</li> <li>the return travel exceeds 20km.</li> </ul> <p><i>Air Travel</i></p> <p>d. Air travel when a Named Service Provider or Service Provider is:</p> <ul style="list-style-type: none"> <li>requested by ACC to travel to an outlying area that is not the Named Service Provider or Service Provider's usual area of residence or practice to deliver Services; and</li> <li>air travel is necessary and has been approved by ACC.</li> </ul> <p><i>Travel Monitoring and Reporting</i></p> <p>e. The Supplier must monitor and minimise the cost of travel while undertaking the Services under this Contract. If requested by ACC, the Supplier will provide the following:</p> <ul style="list-style-type: none"> <li>details of any claim where the travel component is greater than 15% (per annum) of the total Service cost;</li> <li>details of how the travel was monitored; and</li> <li>information to support the need for the travel cost incurred that exceeds the percentage specified above.</li> </ul>
8.5	Accommodation	<p>a. Accommodation is payable when a Named Service Provider or Service Provider has been requested by ACC to provide Services in a remote area that is not the Named Service Provider's or Service Provider's usual area of residence or practice, and overnight accommodation is necessary.</p> <p>b. ACC will pay actual and reasonable accommodation costs of up to a maximum amount specified in Part C per day with prior ACC approval and receipts provided.</p>

		c. ACC will not pay for alcohol or other non-service-related costs, including mini-bar expenses.
8.6	Remote Clinic Room Hire	<p>a. Remote Clinic Room hire can be paid where a Named Service Provider or Service Provider is:</p> <ul style="list-style-type: none"> <li>• requested by ACC to deliver Services in an area that is not the Named Service Provider or Service Provider's usual area of residence or practice; and</li> <li>• required to hire rooms for the specific purpose of delivering Services when a room cannot be provided by their Supplier.</li> </ul> <p>b. Any request for Remote Clinic Room Hire must be made to ACC in writing. ACC must approve the request before a Remote Clinic Room can be hired.</p> <p>c. ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC.</p> <p>d. If more than one Kiritaki (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>
8.7	Other expenses	No other expenses are payable by ACC under this Contract.

## 9. SUPPLIER REQUIREMENTS

9.1	Policies, protocols, guidelines, and procedures	<p>a. The Supplier must maintain the following:</p> <ul style="list-style-type: none"> <li>• <i>Contract Management Checklist</i> to manage compliance and quality of delivery of Services and monitor progress.</li> <li>• <i>Provider Operating Procedures</i> to document how the range of Named Service Providers and Service Providers (and other Third Parties) that may deliver Services to Kiritaki will carry out its requirements and functions and specify key roles and responsibilities.</li> <li>• <i>Service Governance Operating Procedures</i> to manage Named Service Provider and Service Provider induction and training, decision making and oversight, performance management and risk management in relation to the Services.</li> <li>• <i>Privacy Policy</i> to manage Personal Information of Kiritaki including to meet the requirements of Clause 9 of ACC's Standard Terms and Conditions.</li> <li>• <i>Conflict of Interest Policy</i> 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 Kiritaki.</li> <li>• <i>Health and Safety Risk Management Plan</i> relevant to the Kiritaki and environments where the Supplier and their Named Service Providers and Service Providers will be delivering the Services.</li> <li>• <i>Business Continuity Plan</i> to manage service continuity and minimise impacts to the Services and Kiritaki.</li> <li>• <i>Working with Māori Strategy</i> to document how the Supplier works with Māori, including in the delivery of the Services.</li> </ul>
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- *Transition Plan* to manage Kiritaki transition and exit from the Services.
  - *Service Provider List* to document all Named Service Providers and Service Providers and any other Subcontractors delivering the Services to Kiritaki under this Contract.
- b. Confirmation of compliance that the Supplier has all the policies, protocols, guidelines, and procedures as set out in this Clause must be provided as part of the Annual Declaration (Part B, Clause 11.3).
- c. A copy of the above listed items must be promptly provided to ACC on request or as required.
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9.2 Health and Safety *Health and Safety Risk*

- a. The Supplier, Named Service Provider(s) and Service Providers and any Personnel supporting the Kiritaki must ensure any health and safety risks identified are appropriately managed and monitored throughout the Kiritaki journey.
- b. The Supplier must:
- identify, monitor, and manage all health and safety risks associated with providing the Services;
  - ensure all sub-contractors (including Third-Party Providers) are aware of the health and safety obligations and have appropriate plans in place to manage those risks;
  - maintain systems to enable all Named Service Providers, Service Providers and Personnel to report health, safety and security events and risks relating to the Services to the Supplier;
  - provide information promptly to ACC relating to the Supplier's compliance with its health and safety obligations when requested; and
  - immediately notify ACC if there is an imminent threat or risk to the safety of Kiritaki, Named Service Provider, Service Provider, or Personnel.

1.1 Health and Safety Risk Management Plan (Plan)

- c. The Supplier must maintain a Health and Safety Risk Management Plan relating to the delivery of the Services. The Plan must at a minimum:
- identify health and safety risks arising from the Services;
  - establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable;
  - ensure all workplaces, service locations, 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;
  - 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
  - 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.
- d. The Plan should also include (but is not limited to):
- Specific hazards and risks management
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- Safe environment practices
  - Incident management
  - Emergency management
  - Personnel engagement, and
  - Active monitoring and review of hazards and risks to enable continuous improvement.

*Working with other Subcontractors (PCBUs)*

- e. The Supplier must undertake a pre-qualification check in accordance with Good Industry Practice to confirm its personnel and Subcontractors have appropriate health and safety accreditation and risk management plans in place that protect all workers and others who may be put at risk by the Services.

*Reporting Health & Safety Incidents*

- f. In addition to its obligations under ACC's Standard Terms and Conditions, 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 and at any meetings requested by ACC.
- g. ACC's online health and safety form can be accessed here: [Third party health and safety form \(acc.co.nz\)](https://www.acc.co.nz/health-and-safety-form).

*Active monitoring*

- h. The Supplier will provide a summary, including follow up actions and outcomes, of any significant health and safety risks and events (including accidents, harm or near misses, risks identified in the Operational Guidelines) that have been identified by the Supplier in its six-monthly report (Part B, Clause 11.3).

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9.3 Working with Māori

- a. The Supplier must comply with and ensure all Named Service Providers, Services Providers and Personnel comply with:
- ACC's Kawa Whakaruruhau (Cultural Safety) Policy; and
  - ACC's Te Whānau Māori me ō mahi Guidance on Māori Cultural Competencies for Providers.
- b. The Supplier must implement a Working with Māori Strategy including for the Services:
- to ensure that the Services are culturally relevant, barriers to access are reduced, health literacy is improved, and the Services are delivered collaboratively with the Kiritaki and their Whānau;
  - to partner with local Māori health groups to ensure cultural considerations and supports are facilitated effectively;
  - to develop local champions within the Māori community to help promote and support the Services;
  - to engage with iwi groups on the success of the Service to support and reinforce ongoing participation in the geographical areas the Service is operating;
  - to encourage Kiritaki to involve Whānau to develop their Recovery Plan, and develop strategies to manage their ongoing condition; and
  - to ensure appropriate and consistent cultural support is available for each Kiritaki who enters the Service.
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9.4	Working with employers	<p>a. If a Kiritaki is an Earner and is in receipt of Weekly Compensation, ACC is responsible for the coordination between the Kiritaki and their employer, however, on occasion, it may be appropriate for one or more Named Service Providers or Service Providers to support the achievement of work-related outcomes with the Kiritaki.</p> <p>b. ACC, with the consent of the Kiritaki, will request this Service from the Supplier and relevant Named Service Provider or Service Provider. The Supplier must work cooperatively and collaboratively to support ACC with the request.</p>
9.5	Professional relationships	<p>Subject always to privacy and consent requirements, the Supplier will work collaboratively with Kiritaki, ACC and all other related health and rehabilitation, Named Service Providers and Service Providers and other personnel involved in the Services.</p> <p>a. The Supplier must maintain professional relationships with:</p> <ul style="list-style-type: none"> <li>• the Kiritaki;</li> <li>• Whānau of the Kiritaki;</li> <li>• Referrers, such as General Practitioners, and other related health and rehabilitation providers; and</li> <li>• other health, rehabilitation, and social service providers as appropriate to support Kiritaki.</li> </ul>
9.6	Other Suppliers	<p>ACC reserves the right to appoint additional Suppliers during the term of the Contract. ACC may, in its sole discretion, appoint additional Suppliers to provide services that are the same or similar to the Services, and nothing in this Contract gives the Supplier an exclusive right to provide the services or any volume of the services or location of services.</p>
9.7	Linkages	<p>The Supplier will ensure that linkages are maintained with the other Services and Organisations to ensure that Kiritaki have access to, and can be referred to, appropriate Services outside the Service and to other Suppliers of the Service (e.g., Group-based Therapy). The Services and Organisations referred to include but are not limited to:</p>
ACC funded services		<ul style="list-style-type: none"> <li>• Other Suppliers of this Service (Sensitive Claims Service)</li> <li>• Clinical Psychiatric Services</li> <li>• Neuropsychological Assessment Services</li> <li>• Sensitive Claims Residential Rehabilitation Services</li> <li>• Rongoā Māori.</li> </ul>
Non-ACC funded services		<ul style="list-style-type: none"> <li>• Primary Health Services</li> <li>• Sexual Harm Crisis Support Services</li> <li>• Peer Support</li> <li>• Court Support Services</li> <li>• Community Mental Health Services</li> <li>• Family and Community Services</li> </ul>

	<ul style="list-style-type: none"> <li>• Other services the Supplier deems appropriate.</li> </ul>
Government Agencies	<ul style="list-style-type: none"> <li>• Oranga Tamariki – Ministry for Children</li> <li>• New Zealand Police</li> <li>• Ministry of Social Development</li> <li>• Ministry of Justice</li> <li>• Ministry of Education</li> <li>• Kāinga Ora – Homes and Communities</li> <li>• Other Government Agencies the Supplier deems appropriate.</li> </ul>
Other organisations	<ul style="list-style-type: none"> <li>• Other organisations the Supplier deems appropriate.</li> </ul>

## 10. SUPPLIER PERSONNEL

10.1 Subcontracting	<p>a. The Supplier may subcontract Named Service Providers and Service Providers or Third-Party Providers to provide the Services as defined in Part D, Appendix 1.</p> <p>b. In addition to subcontracting relevant provisions of ACC’s Standard Terms and Conditions. The Supplier must:</p> <ul style="list-style-type: none"> <li>• promptly pay any Subcontractors on terms no less favourable than in this Contract;</li> <li>• ensure that it does not include any exclusivity or restraint of trade type obligations on a Subcontractor; and</li> <li>• not otherwise prevent or seek to prevent a Subcontractor from providing any services (including within the scope of the Service) to ACC as a supplier or subcontractor for any period.</li> </ul>
10.2 Capability and capacity	The Supplier must ensure that it has the Personnel and Named Service Providers and Service Providers necessary to deliver the Services in accordance with this Contract.
10.3 Practising Certificates	The Supplier must ensure all registered Named Service Providers and Service Providers have and maintain current and valid annual practising certificates, and that the Named Service Providers and Service Providers comply with any relevant conditions in their delivery of the Services.
10.4 Police Vetting	<p>a. The Supplier must:</p> <ul style="list-style-type: none"> <li>• ensure all Named Service Providers, Service Providers and Personnel have undertaken a Police Vetting process prior to undertaking any Services under this Contract;</li> <li>• inform ACC of any Adverse Findings received for Services provided that could lead to the safety of Kiritaki being compromised; and</li> <li>• provide an annual declaration when requested by ACC of all Named Service Providers and Service Providers having met this condition.</li> </ul>

		<p>b. If ACC receives any information from any source related to the safety of Kiritaki, in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that safety of Kiritaki may be impacted, ACC can, as its sole discretion suspend, or terminate all or any part of the Services of this Contract.</p>
10.5	Safety Checks	The Supplier must carry out safety checks, and regular monitoring, on all its Named Service Providers, Service Providers and Personnel (including Subcontractors and Third-Party Providers) in accordance with relevant legislation, regulations (including the Children’s Act 2014) and Good Industry Practice.
10.6	Qualifications gained outside of New Zealand	<p>The Supplier must ensure where a Named Service Provider or Service Provider has gained the qualification overseas, the Named Service Provider or Service Provider has been assessed by the New Zealand Qualifications Authority.</p> <p>a. ACC may request the Supplier provide evidence to ACC along with appropriate registration board or association membership as required by the Named Service Provider or Service Provider discipline.</p> <p>b. ACC may at its sole discretion accept or decline the Named Service Provider or Service Provider from providing Services under this Contract.</p>
10.7	Prohibition of Services	The Supplier must ensure, all Named Service Providers or Service Providers or Personnel including all Subcontractor and Third-Party Provider who have been convicted of any offence against any of sections 124 to 210 of the Crimes Act 1961 or of an offence similar to any such offence in another jurisdiction are prohibited from providing any Services under this Contract.
10.8	Massey Guidelines	<p>The Supplier must ensure all Services:</p> <ul style="list-style-type: none"> <li>• adhere to the 12 principles and practice guidelines outlined in ‘Sexual Abuse and Mental Injury: Practice Guidelines for Aotearoa New Zealand’; and</li> <li>• the Practice Guidelines are followed by all Suppliers, Named Service Providers, Service Providers and Personnel in the delivery of Services under this Contract.</li> </ul>
10.9	ACC Induction and Development requirements	The Supplier must ensure that all Named Service Providers, Service Providers, and Personnel (including Subcontractors and Third-Party Providers, to the extent applicable) involved in the delivery of the Services complete ACC’s Induction and Development modules stated in the Operational Guidelines and additional training as may be required by ACC from time to time.
10.10	Addition and removal of Named Service Providers	<p><i>Addition of Named Service Providers</i></p> <p>a. The Supplier may, during the Term of this Service, request to ACC that a provider be approved and named as a Named Service Provider.</p> <p>b. The request must be accompanied by supporting evidence for ACC approval as a Named Service Provider.</p> <p>c. ACC may, in its sole discretion, accept or decline each such request by providing written notification to the Supplier. Any acceptance may be made subject to conditions.</p>

- d. If a request is accepted under this clause, the provider will be added as a Named Service Provider from the date of ACC's written notification to the Supplier.
- e. All Named Service Providers must be approved before providing Services.

*Removal of Named Service Providers*

- f. The Supplier may, at any time during the Term of this Service, provide written notification to ACC that a Named Service Provider is to be removed from their List of Approved Named Service Providers (Part D, Appendix 1, Table 2).
- g. Following receipt of the written notice, ACC will provide written confirmation that the Named Service Provider has been removed from the List of Approved Named Service Providers (Part D, Appendix 1, Table 2).
- h. ACC may at its sole discretion give notice to the Supplier that a Named Service Provider is removed from this Contract, such notice must not to be given arbitrarily.
- i. The Supplier will ensure that Kiritaki are appropriately supported where their existing Named Service Provider ceases providing Services under the Contract. This may include finding and transitioning to a new Named Service Provider or new Supplier.

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10.11	Governance	The Supplier must maintain organisational and clinical governance arrangements in accordance with Good Industry Practice.
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## 11. DELIVERABLES, DATASETS AND REPORTS

11.1 Deliverables For each Kiritaki that receives the Services, the Supplier will provide to ACC the following Deliverables, as applicable:

Deliverable	Due Date	Via
Early Supports Plan Adult or Children and Young People	Within ten (10) Business Days from the last session under this Service with the Kiritaki.	Electronically using an agreed format
Cover and Wellbeing Plan Adult or Children and Young People	Within ten (10) Business Days from the last session under this Service with the Kiritaki.	Electronically using an agreed format
Specialist Cover Assessment	Within ten (10) Business Days from the last session under this Service with the Kiritaki.	Electronically using an agreed format
Function Assessment	Completed as part of the Specialist Cover Assessment; or within ten (10) Business Days from the last session under this Service with the Kiritaki.	Electronically using an agreed format

Wellbeing Plan	Within ten (10) Business Days from the last session under this Service with the Kiritaki to develop the Wellbeing Plan.	Electronically using an agreed format
Progress Report	Six (6) months from the start of Tailored Support to Wellbeing Package A or B.	Electronically using an agreed format
Progress Check in	Every six (6) months after the Progress Report during Tailored Support to Wellbeing Package A or B (or as required) and three (3) months prior to the completion of this Service.	Phone or email initiated by ACC
Treatment Review	Within the (10) Business Days of providing feedback to the Kiritaki and/or the Lead Service Provider.	Electronically using an agreed format
Closure Report	As specified under each Service in this Service Schedule.	Electronically using an agreed format
Completion Report	Within ten (10) Business Days from the last session with the Kiritaki.	Electronically using an agreed format

- 11.2 Kiritaki outcome measure collection
- a. For each Kiritaki that receives Services, the Supplier will ensure the Lead Service Provider submit Outcome Measures that are appropriate for each Kiritaki to ACC through an ACC approved digital channel.
  - b. The Outcome Measures will be submitted in accordance with this Contract and any requirements in the Operational Guidelines.

Outcome measure	Via	Due Date
After submission of an Engagement Form.	Approved digital channel. Link from ACC after an Engagement Form is lodged.	Within fifteen (15) Business Days from the Lead Service Provider receiving the link from ACC.
Every six (6) months from submission of an Engagement Form.	Approved digital channel Link from ACC at six (6) month intervals.	Within fifteen (15) business days of the Lead Service Provider receiving the link from ACC.

Every three (3) months from submission of an Engagement form if Kiritaki access Support to Wellbeing Short Term.	Approved digital channel. Link from ACC at three (3) month intervals.	Within fifteen (15) business days of the Lead Service Provider receiving the link from ACC.
At completion of services.	Approved digital channel. Lead Service Provider to access link from ACC website.	Prior to, or at the same time as submission of the Completion Report.

- c. Outcome Measures are not required to be submitted if the Kiritaki is accessing the Support to Next Steps Service or the Maintaining Wellbeing Service.

11.3 Contract Reports

- a. The Supplier will provide the following Contract Reports:

Report	Due Date	Via
Supplier six monthly Reporting	Last Business Day of July (for reporting period 1 January – 30 June)  Last Business Day of January (for reporting period 1 July – 31 December)	ACC approved digital channel
Updated list of Named Service Providers and Service Providers operating under the Contract and confirmation they continue to meet the requirements set out in Part D, Appendix 3.	Annually – 1 July each year	Electronically using an agreed format
Annual Declaration for Contract compliance audit – APC, Named Service Provider and Service Provider list, health and safety, business continuity planning and disaster recovery, privacy, continued professional development and supervision.	Annually, 1 July each year or where applicable as requested by ACC	Electronically using an agreed format
Ad hoc reports reasonably requested by ACC.	As agreed between the Parties	Electronically using an agreed format  As agreed between the Parties

## 12. PERFORMANCE INDICATORS

12.1	Performance Benchmarking	<p>a. The Performance Indicators are intended to complement each other and build a comprehensive picture for the delivery of Services against the Contract.</p> <p>b. Each Performance Indicator is based on a continuous measurement period to be monitored and benchmarked against other Suppliers during the delivery of the Services.</p> <p>c. Once sufficient baseline information has been gathered, ACC will set specific targets against the Performance Indicators.</p> <p>d. In addition to the Performance Indicators listed below, ACC will use other data sources to generate insights and better understand how the Service and those supplying Services are performing.</p>
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12.2	Performance Indicators	ACC will measure the Supplier's delivery of the Service against the following Performance Indicators:
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### Timeliness

Objective	Indicator	Calculation	Target
Kiritaki receive timely treatment and rehabilitation services.	<p>The percentage of Reports:</p> <ul style="list-style-type: none"> <li>• Early Supports Plans</li> <li>• Cover and Wellbeing Plans</li> <li>• Specialist Cover Assessments; and</li> <li>• Wellbeing Plans</li> </ul> <p>are received within expected timeframes and that meet accepted quality criteria as defined in the Operational Guidelines.</p>	The number of Reports that meet the quality criteria and are submitted to ACC within the required timeframes shown as a ratio of all Reports submitted during the reporting period.	To be monitored and benchmarked against other Suppliers.

### Quality

Objective	Indicator	Calculation	Target
Kiritaki receive treatment and rehabilitation services that are tailored to their specific injury and needs (cultural or other), based on clinical best practice.	The ratio of Kiritaki accessing each of the different service pathways (including accessing multiple service pathways) identified through the Early Supports Plan.	<p>The number of claims entering each service pathway during the reporting period, shown as a ratio of overall sensitive claims; and</p> <p>The number of claims that utilise more than one service pathway shown as a ratio of overall sensitive claims.</p>	To be monitored and benchmarked against other Suppliers.

### Sustainability

Objective	Indicator	Calculation	Target
Services are appropriate to the needs of the Kiritaki, delivered at an appropriate point of recovery for the Kiritaki, and by the provider best suited to deliver that treatment to ensure services are financially	The average cost and number of hours and services used to treat and support Kiritaki and their identified injury needs.	The total number of hours invoiced on a claim where a partially Completed report, Closure Notice or a Completion Report has been submitted, shown as an average and median for:	To be monitored and benchmarked against other Suppliers.



sustainable now and in the future.	<ul style="list-style-type: none"> <li>Tailored Support to Wellbeing Package A;</li> <li>Tailored Support to Wellbeing Package B.</li> </ul> <p>The correlation between hours invoiced for services, types of services invoiced and service costs for specific cohorts, compared with rate of outcomes achieved or exceeded for those cohorts.</p>
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### Kiritaki Outcomes

Objective	Indicator	Calculation	Target
Kiritaki have improved health, independence, and overall quality of life (to the maximum extent practicable).	Primary and secondary outcome measures show improved health related quality of life at service exit.	The average and median change between first and subsequent, and first and final primary measure, and first and subsequent and first and final secondary outcome measure scores.	To be monitored and benchmarked against other Suppliers.
	The proportion of Kiritaki who achieve or exceed their recovery goals at service exit.	The ratio of Kiritaki goals set during assessment and treatment that are reported as achieved or exceeded in Completion Reports.	To be monitored and benchmarked against other Suppliers.

## 13. PERFORMANCE AND EVALUATION

13.1	Self-assessment	The Supplier must monitor its own performance against the Performance Indicators and requirements of the Contract.
13.2	Continuous Improvement	The Supplier must continually review, evaluate, and improve the Service. This includes collaborating with ACC to identify and implement improvements in the Service to achieve the Service Objectives.
13.3	Performance reviews	<p>The Supplier and ACC will review the Supplier's delivery of the Service and compliance with this Contract annually or as otherwise required. Each review will consider:</p> <ul style="list-style-type: none"> <li>the Supplier's performance against the Performance Indicators;</li> <li>the extent to which the Service has been delivered in accordance with the service requirements and quality standards;</li> <li>if the Supplier is subject to a Performance Improvement Plan, compliance with the requirements of the Performance Improvement Plan; and</li> </ul>

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		<ul style="list-style-type: none"> <li>• Compliance with any other requirements under the Contract.</li> </ul>
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13.4	Improved Equity	<p>a. The Supplier acknowledges that ACC intends to progressively assess the Performance Indicators to ensure that they are the best way of determining whether the Services demonstrate improved equity of access to, experience of, and outcomes from the Services for all eligible Kiritaki in the geographical area that the Supplier provides the Services.</p> <p>b. The Parties agree to continually review and collaborate on how improved access to the Service, including for Māori and priority populations, can be appropriately monitored and measured, and included in the Performance Indicators.</p>
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13.5	Service Review	<p>a. ACC may from time to time, review the Services in any or all geographical areas and review the extent to which the Service Objectives are being met.</p> <p>b. If ACC requests, the Supplier agrees to participate in the review of the Service and, subject to relevant law, the Supplier will allow ACC and its relevant personnel to have reasonable access to the information necessary for the purpose of the review.</p>
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## 14. ADDITIONAL TERMS AND CONDITIONS

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14.1	Changes to ACC's Standard Terms and Conditions	<p>a. Clause 4.2 is deleted and replaced by:</p> <p>4.2: ACC cannot make a unilateral change to this Contract to decrease the Charges. A decrease in Charges requires a Variation. However, ACC reserves the right to change this Contract at any time as follows:</p> <ul style="list-style-type: none"> <li>a. if ACC makes a change to correct a clear typographical or cross-referencing error, ACC may make the change immediately on notice to the Supplier,</li> <li>b. if ACC makes a change to increase the Charges, ACC may make that change on notice to the Supplier with effect from the date stated in that notice (at least 20 Business Days), and</li> <li>c. for any other change, ACC may, after consulting with the Supplier, make a change on notice to the Supplier with effect from the date stated in that notice (at least 20 Business Days).</li> </ul> <p>b. Clause 4.3 is deleted and replaced by:</p> <p>4.3: The Supplier accepts that changes notified by ACC under clause 4.2 will be binding on the Supplier from the effective date stated in the notice. If the Supplier can show that it will suffer additional direct costs because of a change made by ACC under clause 4.2, and ACC accepts the Supplier's claim, ACC will be liable to pay those costs to the Supplier. If ACC does not accept a claim for additional costs, either Party may require the matter to be resolved under clause 19 (Process for resolving disputes).</p>
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14.2	Additional special terms	<p><i>Kiritaki</i></p> <p>a. The Supplier must:</p> <ul style="list-style-type: none"> <li>• deliver the Services in a manner that always has regard to the welfare, rights and cultural needs of the Kiritaki;</li> <li>• deliver the Services in a manner that promotes equitable health and rehabilitation outcomes for Kiritaki;</li> </ul>
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- actively identify and resolve any actual or anticipated issues that may impact Kiritaki receiving the Services. The Supplier will contact the Relationship Manager to notify ACC of these issues to assist with improvements to the Services; and
  - use its best efforts to ensure that Kiritaki experience a safe exit from the Services and safe transfer from the Services to any other applicable health, social or community services where appropriate.
- b. The Supplier must not, and must ensure that Named Service Providers do not, deliberately seek to transfer Kiritaki receiving the Services from another supplier to the Supplier. This does not apply where the Kiritaki has independently sought to transfer to the new Supplier.

*Working with ACC*

- c. The Supplier must:
- act and collaborate in good faith with ACC, including representing ACC fairly when communicating with Kiritaki or other parties or key stakeholders in relation to the Services, and
  - comply with the Supplier Code of Conduct issued by the Procurement Functional Leader (see [www.procurement.govt.nz](http://www.procurement.govt.nz)) and any other relevant codes of conduct listed in other parts of this Contract.

*Annual declaration*

- d. ACC will request an annual declaration from the Supplier to confirm compliance with all or any part of the Contract or to disclose information to ACC relevant to the Supplier's viability or suitability to deliver the Services. If requested to do so, the Supplier must provide ACC with a signed declaration promptly and within the period reasonably requested by ACC (Part B, Clause 11.3).

*Broader outcomes*

- e. The Supplier will take reasonable steps to achieve, and enhance opportunities to achieve, broader social, economic, and environmental outcomes through the Services, including to:
- improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups; and
  - 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 goods and services where reasonably possible; and
  - comply, and ensure that its Subcontractors and Personnel comply, with all 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).

*Modern slavery*

- f. The Supplier will take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services.
- g. If at any time the Supplier becomes aware of modern slavery practices in the operations and supply chains used in the performance of the Contract, the Supplier must as soon as reasonably possible:
- notify ACC, and

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- take all reasonable steps to address or remove those practices, including where relevant by addressing any practices of other entities in its supply chains.

#### *Telehealth*

- h. Telehealth may be used to deliver the Services specified in this Contract where it is considered appropriate and safe.
- i. If any part of the Services is provided by Telehealth, the Supplier must ensure that:
  - the Service meets the requirements of the ACC Telehealth Guide;
  - the Kiritaki or their authorised representative consents (recorded in the Kiritaki notes) and was provided with the option of an in-person meeting if the Kiritaki preferred;
  - the Service is accessible by the Kiritaki;
  - the Service is preceded by a full and complete understanding of the needs of Kiritaki (and their Whānau) to ensure Services are provided safely;
  - the Service meets the same required standards of care provided through an in-person consultation;
  - records of the Service meet ACC's requirements, and
  - both the Kiritaki receiving the Telehealth service, and the Service Provider delivering the Telehealth service, are physically present in New Zealand at the time the Service is provided.
- j. The geographical areas (Part A, Clause 5.2) apply to the delivery of Service through Telehealth.
- k. Where a Kiritaki and Named Service Provider are no longer located in the same geographical area, consideration can be given to continuing Services through Telehealth where:
  - the Kiritaki has cover approved and is engaged in Services through Tailored Support to Wellbeing Package A or Package B;
  - where it is clinically appropriate;
  - where safety is maintained for the Kiritaki; and
  - where the Kiritaki requests to continue with Services with that Named Service Provider via Telehealth.
- l. Where Part B, Clause 14.2k applies, the Supplier must make a request to ACC that includes a Risk Assessment plan that:
  - identifies the risks associated with the independent use of telepsychology; and
  - outlines a plan identifying how the risks associated with the telepsychology services to be used will be mitigated; and
  - explicitly addresses risk management issues, both those to the Kiritaki and those to others, as appropriate (including the risk management plan in place if the condition of the Kiritaki deteriorates rapidly or if they require more intensive in-person support).

#### *Charges review*

- m. ACC will review the Charges when, at its sole discretion, ACC considers that a review is necessary. The factors ACC may consider during a review include:
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- general inflation, and
  - changes in service component costs.
- n. If ACC undertakes a Charges review it may decide, at its sole discretion:
- that the factors considered have not had a significant impact on the Charges, and the Charges will remain unchanged; or
  - to increase Charges for certain Service Items. ACC will give notice to the Supplier of the Charges increase in accordance with Clause 4.2 of ACC's Standard Terms and Conditions (as amended by this Contract), or
  - to reduce or modify Charges for certain Service Items. Any reduction or modification in Charges must be agreed by the Parties by a Variation.
- o. If ACC increases the Charges, and following the effective date of the Charges increase the Supplier incorrectly invoices ACC for any Charges at the pre-increased amount, then the Supplier may invoice ACC for the unbilled portion of the increase in Charges within six (6) months of the incorrect invoice. The Supplier acknowledges and agrees that ACC has no obligation or liability to pay the Supplier an unbilled portion of a Charges increase after six (6) months of the incorrect invoice.

*No Double Billing*

- p. The Supplier must ensure it does not, and its Named Service Providers, Service Providers and Personnel do not undertake any Double Billing. If the Supplier or one of its Named Service Providers, Service Providers or Personnel do undertake Double Billing, the Supplier:
- is liable to repay ACC for any relevant amount overpaid by ACC; and
  - must take all reasonable steps to prevent any future Double Billing.

*Information Security*

- q. The Supplier must:
- ensure that its Named Service Providers, Service Providers and Personnel that receive and access Kiritaki 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;
  - not transmit, transfer, export, process or store Personal Information and Confidential Information outside of New Zealand and Australia;
  - maintain information security systems, procedures and processes in accordance with Good Industry Practice to protect Kiritaki Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure;
  - undertake regular security assurance, monitoring and testing of its information management systems, and remediate any identified security vulnerabilities, in accordance with Good Industry Practice;
  - comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time, and
  - ensure that its Subcontractors meet all the above requirements before providing them with any Kiritaki Personal Information or Confidential Information under this Contract.

*Publishing Outcomes data*

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- r. The Supplier acknowledges and agrees that ACC may, after consulting with the Supplier, publish data related to the Services, Performance Indicators, and the Supplier performance, which could include ACC's assessment of the Supplier's performance against the Performance Indicators. For the avoidance of doubt, any such publication is subject to the Privacy Act 2020.

*Intellectual property*

- s. Except as specifically set out in this Contract, neither Party will acquire the Intellectual Property Rights of the other Party.
- t. Intellectual Property Rights developed before the Start Date of, or independently from, this Contract remain the property of their owner.
- u. New Intellectual Property Rights will become the property of the Party that created them.
- v. The Supplier grants to ACC a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use the Deliverables for the purposes of ACC's statutory and contractual functions. The Supplier warrants that it is legally entitled to grant this licence.
- w. ACC acknowledges that it does not have any ownership rights in relation to Mātauranga. This includes any Intellectual Property Rights that rely or derive from Mātauranga.
- x. Each Party may use, in any way, the know-how, ideas and concepts learnt, contributed to, or developed in relation to the Services, including through information shared under this Contract about the type and level of Services that deliver positive outcomes for Kiritaki and to support Good Industry Practice, provided that the use:
- does not breach any confidentiality or privacy obligations under this Contract; and
  - does not use, modify, or distribute Mātauranga Māori without the consent of the respective kaitiaki (guardian), and
  - does not infringe the other Party's or a third party's Intellectual Property Rights.

*Transition Plan*

- y. The Supplier must provide ACC with a transition plan at either of the following times:
- promptly and within ten (10) Business Days of either the Supplier or ACC providing the other with a Notice to terminate this Contract, or
  - 6 (six) months prior to the End Date.
- z. The transition plan must include:
- how each Kiritaki receiving the Services from the Supplier will be transitioned to another supplier or any other health, rehabilitation and/or social services as applicable;
  - the information that will be provided to each Kiritaki about their transition;
  - how the Supplier will ensure that the transition does not negatively impact on the wellbeing of the Kiritaki, and
  - provide information on how the Kiritaki will be safely transitioned.
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aa. The Supplier and ACC will agree the transition plan as soon as possible after it has been provided. The Supplier must comply with the transition plan.

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## 15. ATTACHMENTS

Code of ACC Claimants' Rights	Can be accessed at: <a href="#">claimant-rights.pdf (acc.co.nz)</a>
ACC's Operational Guidelines for the Sensitive Claims Service	Can be accessed at: <a href="#">Resources (acc.co.nz)</a>
ACC's Kawa Whakaruruhau (Cultural Safety) Policy	Can be accessed at: <a href="#">cultural-safety-policy.pdf (acc.co.nz)</a>
ACC's Te Whānau Māori me ō mahi Guidance on Māori Cultural Competencies for Providers	Can be accessed at: <a href="#">acc-te-whanau-maori-me-o-mahi-guidance.pdf</a>
Telehealth Guidance	Can be accessed at: <a href="#">acc8331-telehealth-guide.pdf</a>
Sexual Abuse and Mental Injury: Practice Guidelines for Aotearoa New Zealand	Can be accessed at: <a href="#">ACC4451</a>
Travel Policy for Providers	Can be accessed at: <a href="#">ACC Travel Policy for Providers</a>

## 16. DEFINITIONS

When used in this Service Schedule the following terms have the following meanings:

<i>Accepted Claim</i>	When ACC refers to an accepted claim, it means that the Kiritaki claim has cover for a personal injury under the Accident Compensation Act 2001.
<i>Active disengagement</i>	Where a Kiritaki who has been receiving Services under this Contract stops accessing support before they have reached the next milestone of the Service. Active disengagement also includes Kiritaki who have not commenced services that have been approved.
<i>Adverse Findings</i>	Refers to any recording and/or ongoing reporting of any adverse finding(s) and/or complaint(s) not yet investigated (whether upheld or not), from any of the following bodies: <ul style="list-style-type: none"> <li>• Health and Disability Commissioner</li> <li>• Medical Council of New Zealand</li> <li>• Relevant registration boards or associations</li> <li>• Health Practitioners Disciplinary Tribunal</li> <li>• New Zealand Police.</li> </ul>
<i>Business Days</i>	Has the meaning given to that term in ACC's Standard Terms and Conditions.
<i>Child</i>	Defined as a person under the age of 14 years.
<i>Claim</i>	The name given to an application made by the Kiritaki (or made by someone on behalf of the Kiritaki) under the Accident Compensation Act 2001 for cover of a personal injury.
<i>Core Services</i>	Describes the list of Services (Part B, Clause 3.1) that a Supplier must be able to directly deliver (through their agreed Named Service Providers or Service Providers) in their agreed Geographical Areas.

<i>Cover</i>	When ACC refers to a Kiritaki who has cover, it means that the Kiritaki has cover for a personal injury under the Accident Compensation Act 2001.
<i>Cultural barrier</i>	When a Kiritaki of a particular culture encounters the context of another culture, a clash can occur, resulting in barriers to achieving treatment goals.
<i>Decline</i>	An action ACC takes when making a decision not to provide cover or supports under a Kiritaki claim and is issued in writing with review rights.
<i>Digital Channels</i>	Is a communications path that handles digital signals.
<i>Double Billing</i>	The act of charging or invoicing ACC more than once for a service or service item code in relation to a Kiritaki that is within scope of the Services: <ul style="list-style-type: none"> <li>• under this Contract, and/or</li> <li>• under any other contract or arrangement,</li> </ul> whether by the Supplier or by one or more Named Service Providers, Service Providers or Third-Party Providers.
<i>Earned</i>	As defined in Section 6 of the Accident Compensation Act 2001.
<i>Engagement Form</i>	Is an electronic claims lodgement form that is an alternative to the ACC45 form for Sensitive Claims. Named Service Providers use the Engagement Form to lodge new claims with ACC on the behalf of the Kiritaki, or to advise ACC that a Kiritaki has re-engaged with Services under an existing claim.
<i>Face to Face</i>	Includes in-person; and Telehealth, if both the Service Provider and Kiritaki are in New Zealand, and the Kiritaki consents. Delivery via Telehealth channels must be clinically appropriate and be in line with ACC's Telehealth Guidelines.
<i>Financial Entitlements</i>	As defined in Section 69 of the Accident Compensation Act 2001.
<i>Geographical Areas</i>	The New Zealand Territorial Authorities used in this Contract to define the geographical areas Suppliers can deliver Services under this Contract.
<i>Good Industry Practice</i>	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.
<i>Incidents</i>	Are something that the Supplier are required to notify ACC of immediately. This may include: <ul style="list-style-type: none"> <li>• an occurrence that is clearly outside accepted professional practices raised by a Kiritaki or another person such as a staff member, a member of the public or a member of the Kiritaki Whānau; or</li> <li>• an unacceptable risk to the safety and security of the Kiritaki, or another party involved in service provision; or</li> <li>• a situation that could become high profile or attract media/advocacy group attention; or</li> <li>• any other situation that ACC can reasonably expect to be advised of.</li> </ul>
<i>In-person</i>	Where the Named Service Provider or Service Provider and Kiritaki are physically present in the same room.
<i>Insolvency Event</i>	Has the meaning given to that term in ACC's Standard Terms and Conditions.



<i>Intellectual Property Rights</i>	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including, but not limited to copyright, trademarks, designs, and patents.
<i>Lead Service Provider</i>	The Named Service Provider who takes responsibility for the overall co-ordination and delivery for a Kiritaki.
<i>Loss of Eligibility</i>	A Kiritaki meeting one or more of the loss of eligibility criteria set out in Part B, Clause 2.6 of this Service Schedule before they achieve the Exit Criteria.
<i>Mātauranga</i>	Traditional knowledge, mātauranga Māori or the tikanga (a customary system of Māori values and beliefs) of any hapū, Whānau or iwi.
<i>Mental Injury</i>	Is a clinically significant behavioural, cognitive, or psychological dysfunction, as per Section 27 of the Accident Compensation Act 2001.
<i>Non-earner</i>	As defined in Section 6 of the Accident Compensation Act 2001.
<i>Named Assessment Provider</i>	Is a Named Service Provider, who meets the additional qualification, experience and other requirements outlined in Part C and has been approved by ACC to deliver Assessments under this Contract.
<i>Named Service Provider</i>	Is a provider named under a Supplier's contract and approved to deliver services under this Contract.
<i>Operational Guidelines</i>	Guidelines for the Services and this Contract published and updated from time to time by ACC on the ACC website.
<i>Outcomes</i>	For Kiritaki, means the outcomes to be achieved through the Services as stated in Part B, Clause 2.2 of this Service Schedule.
<i>Outcome Measure</i>	Are tools that measure Kiritaki perception of their own health through questionnaires. They are used to assess the health status of Kiritaki at a specific point in time or over time in relation to on-going treatment.
<i>Patient Reported Experience Measures</i>	Are questionnaires used to measure perception of experience when interacting with Services.
<i>Performance Indicators</i>	The performance indicators set out in Part B, Clause 12.2 of this Service Schedule, as amended from time to time.
<i>Personal Injury</i>	Means: <ul style="list-style-type: none"> <li>• the death of a person; or</li> <li>• physical injuries suffered by a person, including, for example, a strain or a sprain; or</li> <li>• mental injury suffered by a person because of physical injuries suffered by the person; or</li> <li>• mental injury suffered by a person in the circumstances described in section 21 of the Accident Compensation Act 2001; or work-related mental injury that is suffered by a person in the circumstances described in section 21B Accident Compensation Act 2001; or</li> <li>• damage (other than wear and tear) to dentures or prostheses that replace a part of the human body.</li> </ul>
<i>Pre-Cover</i>	The term ACC uses to describe the period from when a Kiritaki lodges a claim, to when ACC investigates Cover and issues a decision on whether to accept or decline the Claim following appropriate assessment of the injury/ies of the Kiritaki.  The intent of services provided during the 'pre-cover' period is to support the Kiritaki as their needs are determined and assessed for the injury/ies.
<i>Post-Cover</i>	The term ACC uses to describe the period from when Cover is approved for the Claim of the Kiritaki to when they complete or exit services.

<i>Purchase Order</i>	Is a document generated by ACC and serves the purpose of ordering and approving services from the Supplier.
<i>Performance Improvement Plan</i>	A plan developed by the Parties under ACC's Standard Terms and Conditions (Clause 14: Improving Services).
<i>Personnel</i>	All individuals engaged by either Party in relation to this Contract or the delivery of the Services.
<i>Referral</i>	A request to enter a Kiritaki into the Service.
<i>Recovery Goals</i>	The individual recovery goals for a Kiritaki as agreed and accepted by the Kiritaki and recorded in their Wellbeing Plan.
<i>Returning Kiritaki</i>	Is a Kiritaki who has previously lodged a Claim and who engages with a Named Service Provider to access Services. This includes Kiritaki who have disengaged before the completion of Services and Kiritaki with claims that have previously been declined for cover by ACC.
<i>Rongoā Māori</i>	At ACC, Rongoā Māori is recognised as a kaupapa Māori service. Rongoā Māori is the traditional healing system used in te ao Māori. It includes the use of plant-based remedies, spiritual and physical therapies, and has a deep connection for Māori with the natural world.
<i>Sensitive Claim</i>	Is a Claim lodged with ACC in relation to a possible or confirmed Mental Injury caused by an event that falls within the description of offences listed in Schedule 3 of the Accident Compensation Act 2001.
<i>Sensitive Claims Service</i>	The group of Services or any Service described in this Service Schedule.
<i>Service Provider</i>	A Service Provider is a registered ACC Provider (Part D, Appendix 1, Table 1) who can deliver specified services under this Contract. A Service Provider is not required to be named under a Supplier's contract.
<i>Session</i>	Refers to a single occurrence of face-to-face service delivery. Sessions may vary in length to best meet Kiritaki need.
<i>Specialist Cover Assessment</i>	An assessment carried out and documented by a Named Assessment Provider for a range of purposes, including for example, to support ACC's cover determination or access to an entitlement e.g., weekly compensation, to determine and review the appropriateness of treatment, or an assessment with medication review.
<i>Social Rehabilitation</i>	As defined in the Accident Compensation Act 2001, Section 79. Social Rehabilitation services seek to restore the independence of a Kiritaki to the maximum extent practicable. Services include, but are not limited to attendant care, Rongoā Māori, childcare, and home help.
<i>Social Worker</i>	Is a Service Provider who meets the qualification, experience and other requirements outlined in Part D and has been approved by ACC as a Health Provider to deliver Social Work under this Contract.
<i>Supplier</i>	As defined in the Standard Terms and Conditions. It includes having overall responsibility and accountability for services delivered to Kiritaki; and, updating of records and reporting as set out under this Service Schedule. The Supplier is responsible for all Named Service Providers, Service Providers and Third-Party Providers that sub-contract to them.
<i>Supporting Services</i>	Describes the list of Services (Part B, Clause 3) that complement delivery of the Core Services. A Supplier must be able to access Service Providers (or have them delivered where appropriate by their Named Service Providers) to deliver the Supporting Services in their agreed Geographical Area/s.

<i>Telehealth</i>	The real-time (synchronous) delivery of the Services through the medium of communication technologies where the Kiritaki and Service Provider are in separate locations.
<i>The Massey Guidelines</i>	A publication from the Massey University School of Psychology called Sexual Abuse and Mental Injury: Practice Guidelines for Aotearoa New Zealand (2008): Commissioned by Accident Corporation Compensation (ACC).
<i>Third-Party Provider</i>	A Third-Party Service is an external organisation or entity that performs specific functions or tasks on behalf of the Supplier.
<i>Treatment</i>	A mode of professional involvement in which the focus is on improved personal, social and emotional wellbeing.
<i>Updated Diagnosis</i>	For Kiritaki, a change in diagnosis from the diagnosis or diagnoses for which ACC has accepted cover for personal injury under the Accident Compensation Act 2001.
<i>Whānau</i>	May include family, relatives, and friends of the Kiritaki or an extended family or community of related families who live together in the same area.
<i>Weekly Compensation</i>	A weekly paid financial entitlement that is paid in lieu of wages if the Kiritaki was in paid employment at their date of injury and date of incapacity. ACC pays up to 80% of the wages of the Kiritaki whilst they are unable to work due to their covered injury or injuries. Kiritaki must actively participate in treatment and rehabilitation as part of the weekly compensation process.
<i>Weekly Compensation for Loss of Potential Earnings (LOPE)</i>	A weekly paid financial entitlement that is paid in lieu of wages for Kiritaki who are now over age 18 but whose abuse occurred prior to turning 18 years of age, and whose injuries are preventing them from engaging in the workforce or in training. ACC must be able to determine that the Kiritaki is not engaged in full-time study, does not earn more than the minimum earner rate, and has been unable to work for at least six (6) months due to their injury.
<i>Young Person</i>	Defined as a person between 14 and 17 years (inclusive).

## C. SERVICE ITEMS AND PRICES

Provider Code (Suffix)		1	2	3	4	5	6	NA	
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	Unit
<b>Pre-Cover Core Services</b>									
SCSGS	Getting Started in-accordance with Part B, Clause 4.4	\$126.30	\$146.12	\$156.23	\$188.68	\$188.68	N/A	N/A	Per hour (max 2 hours per Provider the Kiritaki sees)
SCSES	Early Supports in accordance with Part B, Clause 4.5	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 4 hours)
SCSESP	Early Supports Plan in accordance with Part B, Clause 4.5	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 2 hours)
SCSNS	Support for Next Steps in-accordance with Part B, Clause 4.6	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	Social Worker Only \$146.12	N/A	Per hour (max 2 hours per claim)
SCSST	Short-Term Support to Wellbeing in-accordance with Part B, Clause 4.7	\$126.30	\$146.12	\$156.23	\$188.68	N/A	N/A	N/A	Per hour (max 8 hours per claim)
SCSCW	Cover and Wellbeing Plan (completing the plan) in-accordance with Part B, Clause 4.9	\$126.30	\$146.12	\$156.23	\$188.68	N/A	N/A	N/A	Per hour (max 4 hours per claim)
SCSCWP	Cover and Wellbeing Plan (writing the plan) in-accordance with Part B, Clause 4.9	\$126.30	\$146.12	\$156.23	\$188.68	N/A	N/A	N/A	Per hour (max 2 hours per claim)
SCSAP	Specialist Cover Assessment (completing the assessment) Where either: <ul style="list-style-type: none"> <li>Single Named Service Provider is also the Named Assessment Provider; or</li> </ul>	N/A	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 10 hours per claim)

Provider Code (Suffix)		1	2	3	4	5	6	NA	
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	Unit
	<ul style="list-style-type: none"> <li>A Named Service Provider working in conjunction with a Named Assessment Provider)</li> </ul> in-accordance with Part B, Clause 4.10								
SCSAA	Specialist Cover Assessment (completing the assessment) (Lead Service Provider is not the Assessor) in-accordance with Part B, Clause 4.10	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 6 hours per assessment for the Named Assessment Provider)
SCSAPR	Specialist Cover Assessment (writing the assessment) in-accordance with Part B, Clause 4.10	N/A	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 10 hours per claim)
SCSFAR	Function Assessment, where either: <ul style="list-style-type: none"> <li>completing/writing the Assessment in conjunction with the Specialist Cover Assessment; or</li> <li>writing the Assessment as a standalone assessment)</li> </ul> in-accordance with Part B, Clause 4.11	N/A	N/A	N/A	\$188.68	\$420.12	N/A	N/A	Per hour (max 2 hours per assessment)
SCSFA	Function Assessment (completing the Assessment separately to the Specialist Cover Assessment) in accordance with Part B, Clause 4.11	N/A	N/A	N/A	\$188.68	\$420.12	N/A	N/A	Per hour (max 6 hours per assessment)
<b>Pre-Cover Supporting Services</b>									
SCSSW	Social Work in-accordance with Part B, Clause 4.12	N/A	N/A	N/A	N/A	N/A	Social Worker only to	N/A	Per hour (max 30 hours in conjunction

Provider Code (Suffix)		1	2	3	4	5	6	NA	
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	Unit
							deliver Social Work \$146.12		with Whānau Support SCSWS)
SCSWS	Whānau Support in-accordance with Part B, Clause 4.13	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	Social Worker Only \$146.12	N/A	Per hour (max 30 hours in conjunction with Social Work SCSSW)
SCSACL	Active Liaison in-accordance with Part B, Clause 4.14	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	Social Worker Only \$146.12	N/A	Per hour (max 10 hours)
SCSCA	Cultural Support and Advice in-accordance with Part B, Clause 4.15	N/A	N/A	N/A	N/A	N/A	N/A	Actual and reasonable to a maximum of \$148.35	Per hour (max 10 hours)
<b>Post-Cover Core Services</b>									
SCSWP	Wellbeing Plan in-accordance with Part B, Clause 4.16	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 4 hours)
SCSWPR	Wellbeing Plan (Writing) in-accordance with Part B, Clause 4.16	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 2 hours)
SCSWA	Tailored Support to Wellbeing Package A in-accordance with Part B, Clause 4.18	\$126.30	\$146.12	\$156.23	\$188.68	N/A	\$146.12		Per hour (max 80 hours over 24-month period)
SCSWB	Tailored Support to Wellbeing Package B in-accordance with Part B, Clause 4.19	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	\$146.12	N/A	Per hour (max 100 hours over 24-month period)

Provider Code (Suffix)		1	2	3	4	5	6	NA	
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	Unit
SCSPR	Progress Report and Progress Check In in accordance with Part B, Clauses 4.18 and 4.19, and Part B, Clause 11.1.	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 2 hours for the Progress Report and max 3 hours for Progress Check-ins over 24-month period of SCSWA or SCSWB)
SCSTR	Treatment Review in-accordance with Part B, Clause 4.20	N/A	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 6 hours per review)
SCSTRR	Treatment Review report writing in-accordance with Part B, Clause 4.20	N/A	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 10 hours per review)
SCSMW	Maintaining Wellbeing in-accordance with Part B, Clause 4.21	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	\$146.12	N/A	Per hour (max 20 hours over 3 years)
<b>Post-Cover Supporting Services</b>									
SCSGTT	Triage for Group-based Therapy in-accordance with Part B, Clause 4.22	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour per Kiritaki (max 1 hour)
SCSGT	Group-based Therapy in-accordance with Part B, Clause 4.22	N/A	N/A	N/A	N/A	N/A	N/A	Other \$63.15	Per hour per Kiritaki (max of 32 hours per 12-month period)
SCSDBT	Dialectical Behavioural Therapy (DBT) Group-based Therapy in accordance with Part B, Clause 4.22	N/A	N/A	N/A	N/A	N/A	N/A	Other \$63.15	Per hour per Kiritaki (max 2 hours per Kiritaki per week over a 12-month period)
SCSACL	Active Liaison in accordance with Part B, Clause 4.23	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	\$146.12	N/A	Per hour (max 20 hours over a 24-

Provider Code (Suffix)		1	2	3	4	5	6	NA	Unit
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	
									month period of SCSWA or SCSWB
SCSCA	Cultural Support and Advice in accordance with Part B, Clause 4.24	N/A	N/A	N/A	N/A	N/A	N/A	Actual and reasonable to a maximum of \$148.35	Per hour (max 20 hours over a 24-month period of SCSWA or SCSWB)
<b>Administration and Management Fees</b>									
SCSCS	Continuity Sessions in accordance with Part B, Clause 5.1	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	\$146.12	N/A	Per hour as agreed and approved by ACC
SCSAM	Administration and Management Fee in accordance with Part B, Clause 5.2	N/A	N/A	N/A	N/A	N/A	N/A	Fixed fee \$372.96	One fee per claim
SCSCL	Obtaining Clinical Records in accordance with Part B, Clause 5.3							Lesser of actual costs or ACC rates	
SCSDNA	Non-Attendance Fee in accordance with Part B, Clause 5.4	\$50.52	\$58.45	\$62.49	\$75.47	\$168.05	Pre-cover: Social Worker only \$58.45 Post Cover: Service Providers \$58.45	N/A	Per missed Kiritaki appointment (max 6 during pre-cover services) (max 10 over 24-month period of SCSWA or SCSWB).
SCSCR	Completion Report in accordance with Part B, Clause 5.5	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	N/A	N/A	Per hour (max 2 hours per report)



Provider Code (Suffix)		1	2	3	4	5	6	NA	
Code	Service Item <i>Please note that all prices are exclusive of GST</i>	Counsellor Level 6	Counsellor/ SW therapist Level 7+	Psychotherapist	Psychologist	Psychiatrist	Service Providers	Other (No Suffix required)	Unit
SCSCN	Closure Notice in accordance with Part B, Clause 5.6	\$31.58	\$36.53	\$39.06	\$47.17	\$105.03	N/A	N/A	Fixed fee per report
<b>Travel</b>									
SCSTT1	Paid for return travel time: <ul style="list-style-type: none"> <li>inside the geographical area the first 30 minutes of travel must be deducted from the total time calculated; or</li> <li>outside the geographical area the first 30 minutes of travel is not deducted from the total time calculated.</li> </ul> (Part B, Clause 8.4)	\$126.30	\$146.12	\$156.23	\$188.68	\$420.12	\$146.12	N/A	Per hour, or part thereof
SCSTA1	Air travel for a Named Service Provider or Service Provider when requested by ACC (Part B, Clause 8.4)							Actual and reasonable	Per trip

### Travel Distance, Accommodation, Remote Clinic Room Hire

Code	Service Item Description (all prices are GST exclusive)	Price
SCSTD10	<b>Travel Distance</b> A contribution towards travel (Part B, Clause 8.4)	\$0.78 per kilometre
SCST6	<b>Travel mode</b> Costs for return travel by ferry, taxi, rental car, public transport and parking (Part B, Clause 8.4)	Actual and reasonable per trip
SCSAC	<b>Accommodation for Named Service Providers and Service Providers when requested by ACC</b> ACC will pay actual and reasonable accommodation costs of up to a maximum of \$273.85 + GST per day with prior ACC approval and receipts provided (Part B, Clause 8.5). This includes: <ul style="list-style-type: none"> <li>Hotels – at a maximum of \$182.57 + GST per night; and</li> </ul>	Actual and reasonable (max \$273.85 per night)

Code	Service Item Description (all prices are GST exclusive)	Price
	<ul style="list-style-type: none"> <li>Meal and Incidental Allowances – Actual and reasonable up to the maximum of \$91.28 + GST per 24-hour period where an overnight stay is required.</li> </ul>	
SCSTR1	<b>Remote Clinic Room Hire</b> (Part B, Clause 8.6).	Actual and reasonable (max \$243.42 excl. GST per day).

## D. APPENDICES

### 1. LIST OF PROFESSIONS

The following Table lists the disciplines that can deliver services under this Contract.

<b>Named Service Provider</b>	<b>Service Provider</b>
Counsellor Level 6	Registered Nurse
Counsellor and/ or Social Workers as Counsellors Level 7	Occupational Therapist
Psychotherapist	Physiotherapist
Psychologist	Dietitian
Psychiatrist	Speech Language Therapist
	Social Worker

### 2. LIST OF APPROVED NAMED SERVICE PROVIDERS

<b>Approved Named Service Provider</b>	<b>Services Provided</b>	<b>ACC Provider Number</b>	<b>Vocational Classification</b>	<b>Address for Service</b>
[Named Provider]	[Services Provided]	[Provider Number]	[Vocational Classification]	[Geographical Location] [Base Location]

## 17. PROVIDER CRITERIA AND QUALIFICATIONS

**Table 1: Criteria applicable for all Named Service Providers**

<b>Standard Qualifications</b>	
<p>A qualification which meets at least level 6 of an NZQA recognised course of study, with a focus on:</p> <ul style="list-style-type: none"> <li>• Abnormal psychology,</li> <li>• Skills in two or more therapy models of therapeutic intervention,</li> <li>• Human development</li> <li>• Basic assessment skills,</li> <li>• Therapeutic intervention skills, and</li> <li>• Family dynamics.</li> </ul> <p>Registered under the Health Practitioners Competence Assurance Act 2003 (if relevant).</p>	
<b>Full Experience Named Service Provider Requirements</b>	<b>or Provisional Named Service Provider Requirements</b>
<p>Must have:</p> <ul style="list-style-type: none"> <li>• A minimum of two years equivalent full-time post-graduate experience working in mental health (not including clinical placements and internships); and</li> <li>• Be able to demonstrate experience in working with survivors of sexual abuse and assault with this experience having been obtained or maintained in the last five years.</li> </ul>	<p>Where the Full Experience Named Service Provider requirements are not able to be met. Requirements are:</p> <ul style="list-style-type: none"> <li>• Must be able to demonstrate qualification requirements (either standard or particular circumstances);</li> <li>• Have at least the equivalent of 12 months' fulltime post-graduate experience working in mental health (not including clinical placements and internships);</li> <li>• Engage in further professional development with specific relevance to working with survivors of sexual abuse and assault where recent professional development is not thought to be sufficient;</li> <li>• Obtain on the job training to gain or to update the Supplier's experience working directly with survivors of sexual abuse and assault.</li> </ul> <p>Supervision Requirements are:</p> <ul style="list-style-type: none"> <li>• Have arrangements in place for ongoing individual or group supervision with an appropriately qualified and experienced supervisor who has at least five (5) years' experience treating and assessing survivors of sexual abuse and assault and is a Named Service Provider on an</li> <li>• Sensitive Claims Services contract;</li> <li>• Have all ACC reports read and signed by the supervisor while under provisional status;</li> <li>• Maintain a supervision log which outlines the cases discussed and provides a summary of issues and recommendations for each case; and</li> </ul>

- A final supervision report from the supervisor will be required by ACC once the supervisor considers that the Provisional Named Service Provider has obtained appropriate experience and supervision to work as a Named Service Provider. This needs to be within 24 months of being granted provisional approval.

**Table 2: Criteria applicable for Provisional Named Service Providers**

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**Standard Qualifications**

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Provisional Named Service Provider meets the following standard qualifications:

- A qualification which meets at least level 6 of an NZQA recognised course of study, with a focus on:
    - Basic assessment skills;
    - Therapeutic intervention skills;
    - Abnormal psychology;
    - Skills in two or more therapy models;
    - Human development; and
    - Family dynamics.
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**Requirements**

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A Provisional Named Service Provider meets all the following requirements:

- Registered under the Health Practitioners Competence Assurance Act 2003 (if relevant);
  - Membership in the relevant professional bodies as outlined below;
  - Engaged in professional development with specific relevance to working with survivors of sexual assault and abuse; and
  - Obtaining on the job training to gain experience working directly with survivors of sexual assault and abuse.
- 

All the following supervision requirements are met:

- Have an appropriate supervision plan in place with an appropriately qualified and experienced supervisor who has at least five (5) years' experience treating and assessing survivors of sexual abuse and assault. If the Provisional Named Service Provider will be working with children or young people, the supervisor needs to have experience working with these Kiritaki groups. The supervisor will be a Named Service Provider on a Sensitive Claims Service contract;
  - Discuss all therapy sessions and review session notes with the supervisor; and
  - Have all ACC reports read and signed by the supervisor while under provisional status; and
  - Maintain a supervision log which outlines the claims discussed and provides a summary of issues and recommendations for each claim.
- 

All the following additional requirements must be met:

- The Supplier will provide ACC with a detailed induction plan for the provisional provider including how they will be introduced and educated to the service specifications; and
  - The Supplier will provide ACC with the provisional provider's supervision plan including:
    - details of the proposed supervisor(s), and
    - frequency and model of supervision.
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The following conditions must be met to transition to full provider status:

- Complete therapeutic work with survivors of sexual abuse and assault over a 24-month period; and
  - A final supervision report from the supervisor will be required by ACC once the full requirements to be approved on the contract have been met. This needs to be within 24 to 36 months of being granted provisional approval.
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### **Table 3: Criteria applicable for Named Service Providers that are Named Assessment Providers**

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#### **Standard Qualifications**

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A qualification which meets at least level 8 of an NZQA recognised course of study which includes in its content:

- Assessment, classification, and clinical formulation;
  - Abnormal psychology;
  - Skills in two or more models of therapeutic intervention;
  - Human development; and
  - Knowledge and skills in the use of psychometric tools (if using psychometrics).
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Registered under the Health Practitioners Competence Assurance Act 2003 (if relevant).

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#### **Named Assessment Provider Requirements**

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Must have:

- A minimum of two years equivalent full-time post-graduate experience working in mental health (not including clinical placements and internships);
- Ability to demonstrate experience in working with survivors of sexual abuse and assault with this experience having been obtained or maintained in the last five years;
- Participation in relevant workshops, seminars, and conferences, and
- Where applicable, can demonstrate knowledge of, and competency in using, the most recent version of the following classification systems:
  - Diagnostic and Statistical Manual of Mental Disorders (DSM, e.g., DSM-5)
  - International Classification of Diseases (ICD, e.g., ICD-11)
  - Psychodynamic Diagnostic Manual (PDM e.g., PDM-2)
  - Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood (DC:0-, e.g., DC:0.5).

Such classification systems may be used in isolation or in combination with multivariate statistical and psychometric approaches.

#### **Criteria applicable for Named Service Providers to complete a Function Assessment**

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- A Psychiatrist or Clinical Psychologist who meets the criteria for the provision of the Specialist Cover Assessment, and who has been approved by ACC to deliver this Service.

**Table 4: Supervision requirements for Named Service Providers and Named Assessment Providers**

Named Service Providers and Named Assessment Providers must receive supervision from a supervisor who meets the following criteria:

- Holds full and current membership and meets the supervision requirements of the professional body to which they belong and provides ACC with the name and qualifications of their supervisor.
- Has at least five years' clinical experience and at least three years' experience working with survivors of sexual abuse or sexual assault.

New Named Assessment Providers:

- New Named Assessment Providers approved to provide Specialist Cover Assessments and/ or Function Assessments who are new to providing assessments to ACC, will obtain supervision from a supervisor who is an experienced ACC Named Assessment Provider experienced in assessing mental injury from sexual abuse or assault.
- Supervision is required for the first ten Specialist Cover Assessment and/ or Function Assessments or longer, if deemed necessary by their supervisor.

**Table 5: Named Service Provider Discipline Specific Criteria**

<b>Profession</b>	<b>Criteria</b>
Counsellors	<p>Holds a current Annual Practicing Certificate and membership of one of the following bodies below or other associations deemed appropriate by ACC (certificates must be provided):</p> <ul style="list-style-type: none"> <li>• New Zealand Association of Counsellors (NZAC);</li> <li>• New Zealand Christian Counsellors Association (NZCCA);</li> <li>• Addiction Practitioners Association of Aotearoa New Zealand (DAPAANZ);</li> <li>• Australian, New Zealand and Asian Creative Arts Therapy Association (ANZACATA);</li> <li>• Aotearoa New Zealand Association of Social Workers Incorporated (ANZASW);</li> <li>• New Zealand Psychological Society (NZPsS); or</li> <li>• New Zealand Association of Psychotherapists (NZAP).</li> </ul>
Psychotherapists	<p>Holds a current Annual Practicing Certificate (certificate must be provided) with:</p> <ul style="list-style-type: none"> <li>• The Psychotherapist Board of Aotearoa New Zealand; and</li> </ul> <p>Has a current membership (certificate must be provided) with the following or other associations deemed appropriate by ACC:</p> <ul style="list-style-type: none"> <li>• New Zealand Association of Child and Adolescent Psychotherapists (NZACAP) (Incorporated), and/or</li> <li>• New Zealand Association of Psychotherapists (NZAP).</li> </ul>
Psychologists	<p>Holds a current Annual Practicing Certificate (certificate must be provided) with:</p> <ul style="list-style-type: none"> <li>• New Zealand Psychologists Board; and</li> </ul> <p>Has a current membership (certificate(s) must be provided) with the (as appropriate):</p> <ul style="list-style-type: none"> <li>• New Zealand Psychological Society (NZPsS), and/or</li> </ul>

Profession	Criteria
	<ul style="list-style-type: none"> <li>The New Zealand College of Clinical Psychologists Incorporated (NZCCP) and/or</li> <li>Equivalent; and</li> </ul> <p>Has one of the following Scopes of Practice:</p> <ul style="list-style-type: none"> <li>Psychologist; or</li> <li>Counselling Psychologist; or</li> <li>Clinical Psychologist; or</li> <li>Educational Psychologist.</li> </ul>
Psychiatrists	<p>Holds a current Annual Practising Certificate (certificate must be provided) with:</p> <ul style="list-style-type: none"> <li>Medical Council of New Zealand (MCNZ); and</li> <li>Holds Fellowship (certificates must be provided) with: <ul style="list-style-type: none"> <li>Royal Australian and New Zealand College of Psychiatrists (RANZCP); or</li> <li>or a membership deemed equivalent by the Medical Council of New Zealand</li> </ul> </li> <li>(MCNZ); and</li> <li>Holds registration in the vocational scope of psychiatry by the Medical Council of New Zealand (MCNZ).</li> </ul>

**Table 6: Service Provider Competencies and Qualifications**

Profession	Registration / Membership	Experience
Registered Nurse	Holds a current Annual Practising Certificate (certificate must be provided) from the Nursing Council of New Zealand.	All Service Providers providing services must meet the registration/ membership requirements of the responsible authorities, regulatory bodies and/or associations.
Occupational Therapist	Holds a Current Annual Practising Certificate (certificate must be provided) from the Occupational Therapy Board of New Zealand.	All Service Providers must: <ul style="list-style-type: none"> <li>have a minimum of two (2) years equivalent recent clinical experience (within the last 5 years) post registration in mental health, such as, but not limited to, psychological trauma, depression, and anxiety.</li> </ul>
Physiotherapist	Holds a current Annual Practising Certificate (certificate must be provided) from the Physiotherapy Board of New Zealand.	If a Service Provider meets the registration/ membership requirements and has less than two (2) years of recent clinical experience, they must work under the guidance and supervision of a health practitioner with five (5) or more years' who has: <ul style="list-style-type: none"> <li>recent clinical experience in mental health such as, but not limited to, psychological trauma, depression, and anxiety; and</li> <li>is a Service Provider on a Sensitive Claims Service contract.</li> </ul>
Dietitian	Holds a current Annual Practising Certificate (certificate must be provided) from The New Zealand Dietitians Board.	A supervisor should also have experience and be able to demonstrate
Speech Language Therapist	Holds a current Annual Practising Certificate (certificate must be provided) demonstrating full registration (unrestricted scope) with the New Zealand Speech and Language Therapist Association.	
Social Worker	Holds a current Annual Practising Certificate (certificate must be provided) demonstrating full registration (unrestricted scope) with	



<b>Profession</b>	<b>Registration / Membership</b>	<b>Experience</b>
	<p>the Social Worker Registration Board New Zealand.</p> <p><i>Note: If the Social Worker is going to deliver counselling therapy, they must meet the 'counsellor' registration requirements in this table.</i></p>	<p>through their ongoing professional development, competence in delivering Clinical Supervision to others.</p> <p>It is the responsibility of all Service Providers to ensure they also meet the supervision requirements and continuing professional development requirements outlined by their Responsible authority / professional body.</p> <p>All Service Providers who work with Children must complete a Children's Workforce Safety Check as per Part B Clause 6.1m</p>

### **Registration of Service Providers**

All Service Providers must be registered with ACC as a Health Provider before providing Services.