



# Service Schedule

## for Integrated Care Pathways Musculoskeletal

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### *Tō Tātou Aronga | Our Purpose*

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

- Integrated Care Pathways Musculoskeletal is an ACC funded and contracted health and rehabilitation service for injured ACC Kiritaki who experience musculoskeletal injuries covered by the Accident Compensation Act 2001 and have moderate to high injury and non-injury complexity.
- This Service Schedule incorporates and is subject to ACC's Standard Terms and Conditions available at [Working under a contract \(acc.co.nz\)](https://acc.co.nz)
- The parts forming this Service Schedule are:
  - Part A: Supplier and ACC Details
  - Part B: Service Specification
  - Part C: Service Items and Bundles
  - Any Attachments and Variations

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## A. Supplier and ACC Details

### 1. Supplier details

<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>	
<b>Trust Funds Bank Account</b>	[Refer to Part B, section 8 (Trust Arrangement)]

### 2. ACC details

<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

### 3. Relationship management

Supplier Relationship Manager	[Name, role and contact details] Or any person in that role, notified to ACC from time to time.			
ACC Relationship Manager	Engagement and Performance Manager			
Supplier Clinical Director	<b>Clinical Director</b> [Name, role and contact details] Or any person in that role who meets the requirements of the Clinical Director stated in Part B of this Service Schedule, notified to ACC from time to time.			
Contract review meetings	<b>Meeting</b>	<b>Frequency</b>	<b>Purpose</b>	<b>Attendees</b>
	Regular	Monthly	Discuss operational matters	Relationship

	check in	Review ACC Kiritaki engagement/disengagement with the Services Discuss identified issues and risks (including health and safety)	Managers Clinical Director
	Contract review	Quarterly Review Supplier's performance and delivery of the Services and Contract compliance Assurance of Supplier's compliance with Trust Arrangements Escalation of any issues and risks (including health and safety)	Relationship Managers Clinical Director

#### 4. Supplier specific Service details

Preconditions	Completed in-production integration with the ACC API Products required for the Services to communicate information to, and consume information from, ACC. [Insert any other preconditions relevant for the Supplier] [OR state Not applicable]
Service Commencement Date	The Supplier will begin delivery of the Services on the later of: <ul style="list-style-type: none"> <li>[Insert date]</li> </ul> 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.
Region / Rohe	The Supplier will only provide the Services to ACC Kiritaki who reside or work in the following Regions / Rohe: [Delete as applicable] <ul style="list-style-type: none"> <li>Northland</li> <li>Auckland</li> <li>Waitematā</li> <li>Counties Manukau</li> <li>Waikato</li> <li>Lakes</li> <li>Bay of Plenty</li> <li>Tairāwhiti Gisborne</li> <li>Taranaki</li> </ul>

- Whanganui
- Capital, Coast and Hutt Valley
- Hawkes Bay
- Mid Central
- Wairarapa
- Nelson Marlborough
- Canterbury
- South Canterbury
- West Coast
- South

The geographic boundaries of the Regions / Rohe for the Services are defined using the Stats NZ meshblock geography for the former District Health Boards: <https://datafinder.stats.govt.nz/layer/87883-district-health-board-2015/>

Musculoskeletal body sites

The Supplier will only provide the Services for musculoskeletal injuries to the body site(s) that have been approved for the Region / Rohe as specified below:

**[Region / Rohe]**

<b>Body site</b>	<b>Approved</b>
Shoulder	Yes / No
Lower back	Yes / No
Knee	Yes / No

**[Region / Rohe]**

<b>Body site</b>	<b>Approved</b>
Shoulder	Yes / No
Lower back	Yes / No
Knee	Yes / No

Service Location(s)

For each Region / Rohe in which the Supplier may provide the Services:

- the Services may only be delivered in service locations that meet the quality standards (refer to Part B, section 5 (Quality Standards) of this Service Schedule), and
- the Supplier must maintain a service location or service locations to ensure coverage across the whole Region / Rohe in a manner that does not require an ACC Kiritaki to travel unreasonably to receive the Services.

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Interdisciplinary Team(s)  
– Medical Specialists

Further to the requirements in Part B, section 10 (Supplier Personnel) of this Service Schedule, the Interdisciplinary Team delivering the Services following the Triage Assessment for ACC Kiritaki in a Region / Rohe must include the following personnel.

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**[Region / Rohe]**

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<b>Role</b>	<b>First name</b>	<b>Last name</b>	<b>ACC Provider Number (if relevant)</b>
Orthopaedic Specialist (if applicable)			
Neurosurgeon (if applicable)			

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**[Region / Rohe]**

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<b>Role</b>	<b>First name</b>	<b>Last name</b>	<b>ACC Provider Number (if relevant)</b>
Orthopaedic Specialist (if applicable)			
Neurosurgeon (if applicable)			

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Or any person in these roles, notified to ACC from time to time.

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## B. Service Specification

### 1. Services Overview

Name	Integrated Care Pathways Musculoskeletal
Overview	<p>Integrated Care Pathways Musculoskeletal is a health and rehabilitation service for injured ACC Kiritaki who experience musculoskeletal injuries covered by the Accident Compensation Act 2001 and have moderate to high injury and non-injury complexity. It puts the ACC Kiritaki at the centre of their recovery and brings together an interdisciplinary team of health and rehabilitation service providers to support the ACC Kiritaki with their recovery journey. As part of the interdisciplinary team, service providers have flexibility to design an integrated, coordinated and effective treatment and rehabilitation plan, focused on enabling the ACC Kiritaki to achieve their rehabilitation outcomes rather than providing siloed services. The Services have been designed for ACC Kiritaki needing more integrated, specialised and coordinated treatment.</p>
Service Objectives	<p>The objectives of the Services are to:</p> <ul style="list-style-type: none"><li>• Improve outcomes for ACC Kiritaki by increasing the quality and efficiency of their care and allowing ACC Kiritaki choice and autonomy through offering an increased range and flexibility of services.</li><li>• Improve equity of access to services, service experience, and outcomes for all eligible ACC Kiritaki, including Māori and priority populations</li><li>• Reduce rates of surgeries, reduce re-injury rates, and reduce days on, and reactivation of, weekly compensation for ACC Kiritaki.</li><li>• Provide community embedded services in regional communities that improve whānau safety and resilience.</li></ul>

### 2. Term

Start Date	4 March 2024
End Date	29 February 2028
Renewal	Not applicable
Termination notice period	3 months

### 3. ACC Kiritaki

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Target population	<p>The Services are for ACC Kiritaki who:</p> <ul style="list-style-type: none"><li>• meet the Service Entry Criteria, and</li><li>• need or would benefit from more integrated, specialised and coordinated treatment and rehabilitation.</li></ul>
Outcomes	<p>The Supplier will provide the Services to each eligible ACC Kiritaki to achieve the following Outcomes:</p> <ul style="list-style-type: none"><li>• For an ACC Kiritaki who is an Earner, all of the following:<ul style="list-style-type: none"><li>- a sustainable Return to Work</li><li>- a sustainable Return to Independence</li><li>- achieving or exceeding the ACC Kiritaki's Rehabilitation Goals, and</li><li>- achieving or exceeding the ACC Kiritaki's Clinical Measure Thresholds.</li></ul></li><li>• For an ACC Kiritaki who is a Non-earner, all of the following:<ul style="list-style-type: none"><li>- a sustainable Return to Independence</li><li>- achieving or exceeding the ACC Kiritaki's Rehabilitation Goals, and</li><li>- achieving or exceeding the ACC Kiritaki's Clinical Measure Thresholds</li></ul></li></ul>
Eligibility Criteria	<p>An ACC Kiritaki is eligible to be assessed for entry into the Services if they meet all of the following criteria:</p> <ul style="list-style-type: none"><li>• The ACC Kiritaki has sustained a musculoskeletal injury:<ul style="list-style-type: none"><li>- to a body site for which the Supplier is approved to provide the Services stated in Part A of this Service Schedule with a suspected or confirmed diagnosis that is an Accepted ICPMSK Diagnosis</li><li>- that is either:<ul style="list-style-type: none"><li>▪ an injury that occurred within less than 12 months from when the referral is received by the Supplier and ACC has accepted cover for an injury to the relevant body site, or</li><li>▪ an injury that occurred 12 months or more from when the referral is received by the Supplier with confirmed ACC cover for a diagnosis that is on the following list:<ul style="list-style-type: none"><li>○ ligament rupture with conservative management</li><li>○ post-traumatic osteoarthritis (for example, &gt; ACL rupture 15 years ago)</li><li>○ dislocation of shoulder, or</li><li>○ previous surgery with internal fixation where removal of metalware is being applied for, and</li></ul></li></ul></li><li>- that requires interdisciplinary treatment and rehabilitation.</li></ul></li><li>• The ACC Kiritaki is either:</li></ul>

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	<ul style="list-style-type: none"> <li>- not an employee of an Accredited Employer, or</li> <li>- is an employee of an Accredited Employer with a non-work related injury and has opted out of third party administrator claim management</li> <li>• The ACC Kiritaki resides or works in a Region / Rohe where the Supplier can provide the Services stated in Part A of this Service Schedule, and</li> <li>• The ACC Kiritaki intends to reside in New Zealand for the duration of the Services.</li> </ul>
Employees of Accredited Employers	<p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Injured employees of Accredited Employers that have sustained a workplace injury are not eligible for the Services.</li> <li>• Injured employees of Accredited Employers that have sustained a non-work related injury are eligible for the Services provided that they have opted out of third party administrator claim management.</li> </ul>
Service Entry Criteria	<p>Any ACC Kiritaki is eligible for entry into the Services if:</p> <ul style="list-style-type: none"> <li>• They meet the Eligibility Criteria, and</li> <li>• Their confirmed injury diagnosis is an Accepted ICPMSK Diagnosis.</li> </ul>
Referral	<p>ACC Kiritaki may be referred into the Services by ACC or any of the following:</p> <ul style="list-style-type: none"> <li>• Rongoā practitioners</li> <li>• The ACC Kiritaki's employer</li> <li>• Kaupapa Māori health providers</li> <li>• Referring Medical Specialists</li> <li>• General Practitioners</li> <li>• Physiotherapists</li> <li>• Other Allied Health professionals.</li> </ul>
Exit Criteria	<p>When the ACC Kiritaki's Outcomes are achieved and all of the Services related to the ACC Kiritaki's Recovery Plan have been completed.</p>
Early Exit Criteria	<p>If, before an ACC Kiritaki achieves the Exit Criteria, one or more of the following applies:</p> <ul style="list-style-type: none"> <li>• The ACC Kiritaki's Outcomes have not been fully achieved but the Interdisciplinary Team has determined that continuing the Services is unlikely to result in the achievement of the ACC Kiritaki's Outcomes</li> <li>• The ACC Kiritaki has not made any progress towards achieving the ACC Kiritaki's Outcomes and the Interdisciplinary Team has determined that continuing the Services is unlikely to result in the achievement of the ACC Kiritaki's Outcomes</li> <li>• The ACC Kiritaki has disengaged from the Services, the Supplier has used its best efforts to re-engage the ACC Kiritaki and the Supplier</li> </ul>

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and ACC agree in writing that the ACC Kiritaki is failing to engage with the Services at the level necessary for the achievement of the ACC Kiritaki's Outcomes, or

- The ACC Kiritaki chooses to leave the Services with the Supplier, including to seek an alternative Supplier of the Services or an alternative ACC funded health and/or rehabilitation service.

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Loss of Eligibility

ACC Kiritaki are no longer eligible for the Services, and the Supplier must ensure that they exit the Services, if they meet one of more of the following criteria:

- There has been a change in diagnosis of the ACC Kiritaki's injury, and the new diagnosis is no longer an Accepted ICPMSK Diagnosis and, therefore, is not within scope of the Services.
  - ACC determines that the ACC Kiritaki is no longer eligible for treatment under the Accident Compensation Act 2001 as the injury presented is no longer wholly and substantially due to a personal injury caused by accident, and ACC has informed the Supplier in writing to exit the ACC Kiritaki from the Service
  - The ACC Kiritaki no longer resides or works in a geographic region that the Supplier provides the Services as stated in Part A of this Service Schedule
  - ACC determines that the ACC Kiritaki is no longer eligible or able to receive the Services and ACC has informed the Supplier in writing to exit the ACC Kiritaki from the Service, or
  - Any other circumstance where the Supplier and ACC agree in writing that the ACC Kiritaki is no longer eligible or able to receive the Services.
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#### 4. Service Requirements

Service requirement	The Supplier will provide the Services to eligible ACC Kiritaki to enable them to achieve or exceed the ACC Kiritaki's Outcomes in accordance with this Contract.																				
Service availability	The Services do not have any specific availability or hours of operation requirements.																				
Receiving a Referral	<p>When the Supplier receives a Referral, the Supplier will:</p> <ul style="list-style-type: none"> <li>Request relevant information about the ACC Kiritaki from ACC via the ACC API Products, and</li> <li>Complete a Pre-Screen or proceed immediately to the Triage Assessment.</li> </ul> <p>Any Referral received from a Service Provider engaged by the Supplier must proceed immediately to the Triage Assessment. Otherwise, the Supplier must complete a Pre-Screen when required by the Referral pathway as follows:</p> <table border="1"> <thead> <tr> <th>Referral pathway</th> <th>Pre-Screen required</th> </tr> </thead> <tbody> <tr> <td>ACC</td> <td>No</td> </tr> <tr> <td>Rongoā Practitioner</td> <td>Yes</td> </tr> <tr> <td>Kaupapa Māori health provider</td> <td>Yes</td> </tr> <tr> <td>ACC Kiritaki's Employer</td> <td>Yes</td> </tr> <tr> <td>Referring Medical Specialist</td> <td>No</td> </tr> <tr> <td>General Practitioner with Special Interest / General Practitioner with GPMRI training</td> <td>No</td> </tr> <tr> <td>Other General Practitioners</td> <td>Yes</td> </tr> <tr> <td>Physiotherapist</td> <td>Yes</td> </tr> <tr> <td>Other Allied Health professional</td> <td>Yes</td> </tr> </tbody> </table>	Referral pathway	Pre-Screen required	ACC	No	Rongoā Practitioner	Yes	Kaupapa Māori health provider	Yes	ACC Kiritaki's Employer	Yes	Referring Medical Specialist	No	General Practitioner with Special Interest / General Practitioner with GPMRI training	No	Other General Practitioners	Yes	Physiotherapist	Yes	Other Allied Health professional	Yes
Referral pathway	Pre-Screen required																				
ACC	No																				
Rongoā Practitioner	Yes																				
Kaupapa Māori health provider	Yes																				
ACC Kiritaki's Employer	Yes																				
Referring Medical Specialist	No																				
General Practitioner with Special Interest / General Practitioner with GPMRI training	No																				
Other General Practitioners	Yes																				
Physiotherapist	Yes																				
Other Allied Health professional	Yes																				
Assessment	<p><b>Pre-Screen</b></p> <p>The purpose of the Pre-Screen is to establish whether an ACC Kiritaki's injury meets the Eligibility Criteria.</p> <p>Where, based on the referral pathway, a Pre-Screen is required, the Supplier will:</p> <ul style="list-style-type: none"> <li>Complete a Pre-Screen of the ACC Kiritaki's eligibility for the</li> </ul>																				

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Service against the Eligibility Criteria. The Pre-Screen must be undertaken by a clinical Service Provider who is a member of the Interdisciplinary Team

- If the Eligibility Criteria are met, accept the ACC Kiritaki's entry into the Triage Assessment
- If the Eligibility Criteria are not met, decline the ACC Kiritaki's entry into the Triage Assessment and the Service
- Provide written notice of the Pre-Screen outcome to:
  - the ACC Kiritaki
  - the Referrer, and
  - ACC (if it is not the Referrer).
- If the outcome of the Pre-Screen is to decline the ACC Kiritaki's entry into the Triage Assessment, the Supplier will:
  - include the reasons for the decline in each notice, and
  - if applicable, provide ACC with a recommendation about which ACC health and/or rehabilitation service is most appropriate for the ACC Kiritaki.

The Supplier must not complete and invoice ACC for a Pre-Screen if the referral pathway does not require a Pre-Screen.

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### **Triage Assessment**

For any ACC Kiritaki referred to the Supplier and a Pre-Screen is not required, or accepted into the Triage Assessment via the Pre-Screen, the Interdisciplinary Team must:

- Assess and determine the ACC's Kiritaki's diagnosis, including whether there is an Updated Diagnosis. This may include a referral for imaging services
  - Assess and determine whether the ACC Kiritaki's confirmed diagnosis was caused by the accident event. The Interdisciplinary Team must consider any pre-existing conditions identified and whether the symptoms are being caused by the pre-existing conditions
  - Assess and determine that the ACC Kiritaki meets the Service Entry Criteria including that the ACC Kiritaki's confirmed diagnosis is an Accepted ICPMSK Diagnosis. The Interdisciplinary Team must consider the ACC's Kiritaki's injury and recovery complexity determined by the ICP Complexity Tool and Good Industry Practice
  - Identify any other ACC funded services that the ACC Kiritaki has received or is receiving for their injury, consider the ACC Kiritaki's recovery progress from the services, and consider whether transferring the ACC Kiritaki to the Services will be detrimental to the ACC Kiritaki's recovery determined by Good
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Industry Practice, and

- Provide the ACC Kiritaki with information about the Services and confirm that the ACC Kiritaki, if accepted to enter the Service, understands and consents to enter the Services (and forgo any other ACC funded services, if applicable) and has made a commitment to complete treatment and rehabilitation for their injury through the Services.

#### **Triage Light Service Item codes**

If a Triage Assessment is completed for an ACC Kiritaki who has previously been assessed for the injury under either:

- ACC's Clinical Services contract
- ACC's General Practitioner with Specialist Interest contract, or
- ACC's General Practitioner Referred MRI contract,

then the Supplier must only invoice ACC for the Triage Assessment using the relevant 'Triage Light' Service Item code from Part C of this Service Schedule.

#### **Accept or decline service entry**

Unless an exception specified below applies, if the ACC Kiritaki meets the Service Entry Criteria and consents to enter the Services, the Supplier must accept the ACC Kiritaki's entry into the Service.

If the ACC Kiritaki does not meet the Service Entry Criteria, or does not consent to enter the Services, the Supplier must decline the ACC Kiritaki's entry into the Service.

#### **Exceptions to accepting service entry**

The Supplier will accept any ACC Kiritaki into the Service that are referred to the Supplier and who meet the Service Entry Criteria for the Services and consents to enter the Services, except if:

- The ACC Kiritaki is eligible to receive funded treatment and rehabilitation through Public Health Acute Services
- In collaboration with the ACC Kiritaki, the Supplier determines that it is in the ACC Kiritaki's best interests to complete other ACC funded services that the ACC Kiritaki is already receiving
- The Supplier is subject to a performance management process and the ACC Kiritaki would cause the Supplier to exceed a service volume cap specified in a Performance Improvement Plan, or
- The Referral is received by the Supplier less than 3 months prior to the End Date.

ACC reserves the right to decline an ACC Kiritaki from entering the Services, including if ACC considers, at its sole discretion, that the ACC Kiritaki is not suitable for the Services.

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### **Notification of Triage Assessment outcome**

Following the Triage Assessment, the Supplier must:

- Provide notice of the Triage Assessment outcome to:
    - the ACC Kiritaki
    - the Referrer, and
    - ACC, if ACC is not the Referrer.
  - If the outcome is to decline the ACC Kiritaki's entry into the Service, the Supplier will:
    - include the reasons for the decline in each notice, and
    - provide ACC with the Triage Decline Dataset.
  - Notify ACC of an Updated Diagnosis using the appropriate ACC form and any relevant supporting information.
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### **Service Entry**

If the ACC Kiritaki meets the Service Entry Criteria and an exception specified above does not apply, the Interdisciplinary Team must determine the best pathway to achieve the best outcomes for the ACC Kiritaki. In particular, the Interdisciplinary Team must:

- Identify and develop the ACC's Kiritaki's Outcomes in collaboration with the ACC Kiritaki
- Identify and assign a Service Bundle for the ACC Kiritaki's treatment and rehabilitation
- Develop a Recovery Plan in collaboration with the ACC Kiritaki and the ACC Kiritaki's key stakeholders to achieve or exceed the ACC Kiritaki's Outcomes and submit it to ACC, and
- Complete and provide to ACC the Service Entry Dataset Measures.

### **Service Bundles**

The Interdisciplinary Team must consider the following when identifying and assigning a Service Bundle:

- The Services that are necessary and appropriate to treat and rehabilitate the ACC Kiritaki to achieve or exceed the ACC Kiritaki's Outcomes
- The ACC's Kiritaki's relative injury complexity determined by the ICP Complexity Tool and Good Industry Practice, and
- If the ACC Kiritaki has transferred to the Supplier from another supplier of the Services or any other ACC funded services, the services the ACC Kiritaki has already received.

The Supplier acknowledges and agrees that the respective Charges for the Service Bundle are the total amount payable to the Supplier for delivery of the Services to achieve the ACC Kiritaki's Outcomes, subject to any applicable Service Bundle Transfer or

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Exceptional Funding.

### **Recovery Plan**

The Supplier must ensure that each Recovery Plan includes the following:

- ACC Kiritaki identifying information
- If the ACC Kiritaki is an Earner, their employment information
- ACC Kiritaki's Outcomes:
  - Return to Work (if applicable)
  - Return to Independence
  - Rehabilitation Goals
  - Clinical Measure Thresholds
- Planned integrated treatment and rehabilitation
- Target dates for treatment, rehabilitation, and the completion of the Services, and
- The ACC Kiritaki's agreement to the Recovery Plan.

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Service entry timeframes The Supplier must meet the following timeframes for each Referral that it receives as applicable:

<b>Service component</b>	<b>Timeframe for completion</b>	<b>Timeframe for notice to ACC Kiritaki of acceptance or decline</b>
Pre-screen	Within 3 Business Days of receipt of Referral	Within 5 Business Days of Pre-Screen
Appointment for Triage Assessment scheduled with ACC Kiritaki	Within 3 Business Days of the later of the receipt of Referral or Pre-Screen (as applicable)	Not applicable
Triage Assessment – where a Triage Light will be invoiced*	Within 10 Business Days of receipt of Referral	Within 5 Business Days of completion of Triage Assessment
All other Triage Assessments	Within 20 Business Days of receipt of Referral	Within 5 Business Days of completion of Triage Assessment

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**Service component****Timeframe from completion of Triage Assessment**

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Where the ACC Kiritaki is an Earner, subject to privacy and consent requirements, engage with their employer

Within 2 Business Days

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Recovery Plan submitted to ACC

Within 10 Business Days

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\* Where a Triage Assessment is completed for an ACC Kiritaki who has previously been assessed for the injury under either:

- ACC's Clinical Services contract
  - ACC's General Practitioner with Specialist Interest contract, or
  - ACC's General Practitioner Referred MRI contract.
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## Service Delivery

The Supplier must continue to provide the Services to the ACC Kiritaki accepted into the Service until the earlier of the following:

- The ACC Kiritaki achieves the Exit Criteria, or
- The ACC Kiritaki exits the Services early:
  - due to an Early Exit, or
  - due to a Loss of Eligibility.

The Supplier must provide the Services to each ACC Kiritaki in accordance with their Recovery Plan, including as set out below.

### **Service Bundles**

The Supplier will identify, deliver, manage and coordinate Services under a Service Bundle that are necessary and appropriate to treat and rehabilitate the ACC Kiritaki taking into account their holistic needs to achieve or exceed the ACC Kiritaki's Outcomes. Those Services:

- Must include the following minimum Service requirements, and
- May include the following discretionary Service requirements.

#### *Minimum Service requirements*

For each ACC Kiritaki, the Supplier must provide the following Services:

- Oversight and management by the Interdisciplinary Team
- Care Pathway Navigation by a dedicated ICP Navigator
- If the ACC Kiritaki's injury is to their knee or shoulder, Orthopaedic Specialist oversight
- If the ACC Kiritaki's injury is to their back, an Orthopaedic Specialist or Neurosurgeon oversight
- Physiotherapy
- Body site specific clinical measures at the midpoint and at completion of the Services to assess and demonstrate progress towards the Clinical Measure Thresholds
- Patient reported outcome measures (PROMs) from the ACC Kiritaki at the midpoint and at completion of the Recovery Plan to assess, demonstrate progress towards, and achievement of, the ACC Kiritaki's Outcomes, and
- If the ACC Kiritaki is receiving weekly compensation from ACC, Vocational rehabilitation.

#### *Discretionary Service requirements*

The Supplier must consider, and include as applicable, the following Services in the ACC Kiritaki's Recovery Plan and deliver those Services to the ACC Kiritaki as part of the Service Bundle:

- All other In Scope Services
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- Acute pain assessment management (until such point as a persistent pain diagnosis is established)
  - Specialist Pain Medicine Physician assessment
  - Occupational therapy
  - Preparation of an ARTP (request for surgery)
  - Preparation of a CSARTP (request for injections)
  - Pharmacology
  - Dietician
  - Interpreter
  - Psychological support (excluding mental injury assessment and treatment of a mental injury)
  - Other registered treatment providers (including Osteopathy, Chiropractor, Acupuncture, Podiatry)
  - Provision of orthotics and braces, and/or
  - Access to rehabilitation facilities.

#### **In Scope Services**

To the extent that an ACC Kiritaki requires any Services that are In Scope Services, the Supplier must ensure that:

- Those Services are provided as a part of the Service Bundle,
- A Service Provider does not refer the ACC Kiritaki to another supplier for those Services, and
- The Supplier or any Service Provider does not separately provide and invoice those Services under any other contract or arrangement with ACC or any other government agency.

#### **Care Pathway Navigation**

The Supplier must provide the following Services to support each ACC Kiritaki to:

- Navigate the care pathway and Services and achieve or exceed the ACC Kiritaki's Outcomes
- Ensure that the ACC Kiritaki's individual needs are met so that they are supported to engage in the pathway. This includes coordinating cultural support
- Subject always to privacy and consent requirements, liaise with and coordinate the key parties and stakeholders involved in the ACC Kiritaki's recovery to inform the ACC Kiritaki's Recovery Plan and coordinate appropriate support, including:
  - the ACC Kiritaki's family/whānau
  - other members of the ACC Kiritaki's Interdisciplinary Team
  - if the ACC Kiritaki is an Earner, their employer, and
  - ACC.

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These Services must be provided to each ACC Kiritaki by a dedicated ICP Navigator, who will support the ACC Kiritaki including by:

- Ensuring the Services comply with the Code of ACC Claimants' Rights
- Working on an ongoing basis with the ACC Kiritaki and the Interdisciplinary Team to identify, understand and tailor the Services to the ACC Kiritaki's unique personal, cultural and spiritual needs and beliefs
- Promoting the interests of the ACC Kiritaki in the delivery of the Services by the Interdisciplinary Team and other Service Providers
- Coordinating appointments and facilitating the ACC Kiritaki's access to support for transport to appointments where required
- Responding to queries from the ACC Kiritaki about their treatment and rehabilitation and to help them understand the options available to them throughout the Services
- Maintaining links with healthcare providers, ethnic and community groups and other organisations working with the ACC Kiritaki outside of the Services for consistency and efficacy of rehabilitation
- Supporting the ACC Kiritaki's transition into the Services and exit from the Services
- Ensuring the ACC Kiritaki has the skills to access services to manage their injury where it cannot be fully resolved through the Services
- Supporting the ACC Kiritaki with aspects of case management including:
  - ensuring the ACC Kiritaki can access and understand how to use the MyACC portal
  - making the ACC Kiritaki aware of the digital ACC resources available to them and guiding the ACC Kiritaki to access supports such as transport and weekly compensation through MyACC
  - identifying additional services or supports the ACC Kiritaki requires outside the scope of the Services and promptly engaging with ACC on the ACC Kiritaki's behalf to recommend that ACC consider providing the additional services or supports, and
  - leading communication with the ACC Kiritaki, including decisions that ACC has made, and ensuring their rights and responsibilities have been explained in a simple and meaningful way.

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### **Interdisciplinary Team**

The Supplier will ensure the Interdisciplinary Team is involved in the delivery of the Services to each ACC Kiritaki as is necessary and appropriate in accordance with Good Industry Practice.

Including to:

- Ensure that the ACC Kiritaki has access to appropriate experts and investigations to reach an early and clinically accurate diagnosis
- Identify any comorbidities for the ACC Kiritaki that may impact their recovery
- Undertake and record a comprehensive assessment of the ACC Kiritaki's needs including identifying barriers to care, including psychosocial barriers
- Ensure the ACC Kiritaki is involved in decisions relating to the ACC Kiritaki throughout the Services
- Ensure that the ACC Kiritaki has an informed choice in relation to surgical and non-surgical care (where appropriate)
- Gain a shared understanding of the ACC Kiritaki's diagnosis and the ACC Kiritaki's Outcomes
- Educate the ACC Kiritaki about their injury
- Determine the location of rehabilitation services that is most appropriate for the ACC Kiritaki
- Provide comprehensive, integrated and intensive rehabilitation
- Ensure that the ACC Kiritaki's Outcomes are being achieved and modify the Services being delivered in the relevant Service Bundle (or transfer the ACC Kiritaki to a more appropriate Service Bundle) to achieve an optimal outcome for the ACC Kiritaki
- Provide support to the ACC Kiritaki's principal primary care provider (where applicable)
- Have regular case conferences to review progress with the ACC Kiritaki
- Report to the Supplier on the ACC Kiritaki's progress and engagement
- Identify opportunities to achieve or exceed the ACC Kiritaki's Outcomes if expected achievements have not been met
- If the ACC Kiritaki is an Earner, support and help the ACC Kiritaki manage an early and appropriate return to work and promote and facilitate recovery at work principles
- Work collaboratively and share decision-making and accountability while working towards achieving the ACC Kiritaki's Outcomes

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- Work together to make appropriate surgical decisions that relate to the ACC Kiritaki
  - Manage the referral to and integration with any other interrelated health, rehabilitation or social services required by the ACC Kiritaki
  - Consider the implications of the ACC Kiritaki's assessment and diagnosis, and its impact on ACC's cover decisions for the ACC Kiritaki
  - Support the ACC Kiritaki to develop the knowledge and skills to manage their injury and prevent re-injury
  - Liaise with ACC to provide timely and accurate information to support expeditious cover decisions where required, and
  - Meet with the ACC Kiritaki to complete final review for Service exit and agree on plans on post Service support.

#### **ARTP submission**

If an ACC Kiritaki requires surgery or a procedure that requires prior approval, the Supplier must, as applicable:

- Submit a surgical ARTP to a supplier that has an Elective Surgery Services contract with ACC, or
- Submit a non-surgical ARTP to ACC.

#### **Return to Work Plan**

For each ACC Kiritaki who is an Earner and is having, or is likely to have, time off work during the period of the Services, the Supplier must develop a Return to Work Plan in collaboration with the ACC Kiritaki.

The Return to Work Plan must include:

- Information about the ACC Kiritaki's pre-injury work tasks, functional requirements, and work hours
- Assessment and certification of the ACC Kiritaki's incapacity to work due to their injury by a medical practitioner or nurse practitioner, and
- The plan to return or gradually return the ACC Kiritaki back to their pre-injury role, or other role, as their capacity allows. This may include the provision of a work trial subject to ACC's written approval.

To develop the Return to Work Plan, the Supplier must:

- Identify the ACC Kiritaki's workplace job tasks and corresponding functional requirements
  - Identify any physical, biomedical, cognitive, sensory and psycho-social employment barriers to the ACC Kiritaki's return to work
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- Undertake an assessment at the ACC Kiritaki's place of pre-injury employment, unless otherwise agreed in writing by ACC
  - Assess the ACC Kiritaki's ability to undertake their pre-injury role
  - If the ACC Kiritaki is not or may not be able to undertake their pre-injury role, collaborate with the ACC Kiritaki and their employer (as applicable) to identify alternative roles and/or alternative employers for the ACC Kiritaki's return to work
  - Identify and address obstacles, barriers or concerns to ensure the ACC Kiritaki can effectively participate in their Return to Work Plan
  - Assess the use or trial by the ACC Kiritaki of simple equipment to facilitate recovery at work, and
  - Collaborate with the ACC Kiritaki, employer and certifying medical practitioner or nurse practitioner to establish agreement and sign off for the Return to Work Plan.

The Supplier must submit a Return to Work Plan to ACC within 2 Business Days of the initial meeting with the ACC Kiritaki to develop the Return to Work Plan. Subject to privacy and consent requirements, the Supplier must also submit the Return to Work Plan to the ACC Kiritaki's:

- General Practitioner (if they are not the assessing and certifying medical practitioner), and
- Employer.

If during the Services, the Supplier updates the ACC Kiritaki's Return to Work Plan, the Supplier must submit the updated plan to parties specified above within 2 Business Days from the making the update.

The Supplier must also:

- Subject always to privacy and consent requirements, liaise with and coordinate the key parties and stakeholders involved in the ACC Kiritaki's recovery to inform and support the Return to Work Plan
- Identify and notify ACC of any additional support that could be provided outside of the Services to support the Return to Work Plan (e.g., follow up contact by ACC), and
- Inform ACC of the ACC Kiritaki's progress and identified issues, including immediately reporting disengagement or non-compliance with agreed actions.

### **ACC Kiritaki engagement**

The Supplier must work with each ACC Kiritaki to keep them engaged and committed to their injury treatment and rehabilitation through the Services.

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The Supplier will, however, respect the ACC Kiritaki's choice if they choose to exit the Services before the Exit Criteria are achieved.

If the Supplier believes that an ACC Kiritaki is or may be disengaged from the Services in a manner that affects the achievement of the ACC Kiritaki's Outcomes and completion of their intended Recovery Plan and Return to Work Plan (if applicable), the Supplier:

- Must use its best efforts to re-engage the ACC Kiritaki with the Services, and
- Will, at the earliest opportunity, notify ACC and undertake actions required by ACC to support the ACC Kiritaki to re-engage with the Services.

### **Working with key stakeholders**

Subject always to privacy and consent requirements, the Supplier will collaborate, in accordance with Good Industry Practice, with the following (as applicable):

- The ACC Kiritaki's family/whānau
- Other health, rehabilitation and social services providers
- The ACC Kiritaki's employer, and
- Any other key stakeholders,

to inform the ACC Kiritaki's Recovery Plan and Services and support the achievement of the ACC Kiritaki's Outcomes.

### **Ongoing review**

For each ACC Kiritaki receiving the Services, the Supplier will on an ongoing basis assess:

- If the correct Service Bundle has been allocated
- If their diagnosis is or is not the result of an accident
- If the best mix, integration and intensity of Services is being provided
- The ACC Kiritaki's engagement with the Services
- If the ACC Kiritaki has any Updated Diagnosis
- If the ACC Kiritaki is an Earner, their progress to regain the capacity for their Return to Work in accordance with their Return to Work Plan
- The ACC Kiritaki's progress against their Recovery Plan towards achievement of the ACC Kiritaki's Outcomes, and
- If the ACC Kiritaki has lost their eligibility for the Services.

### **Updated Diagnosis**

If during the delivery of a Service Bundle, the Supplier determines that the ACC Kiritaki has an Updated Diagnosis, the Supplier must:

- Confirm the Updated Diagnosis
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- Assess and determine the Updated Diagnosis is an Accepted ICPMSK Diagnosis and, if so, whether it changes the ACC Kiritaki's injury and recovery complexity determined by the ICP Complexity Tool and Good Industry Practice
  - Assess and determine whether the Updated Diagnosis was caused by the accident event, and
  - Notify ACC using the appropriate ACC form and any relevant supporting information within 5 Business Days.

If the Updated Diagnosis is an Accepted ICPMSK Diagnosis caused by the accident event, the Supplier must also update the ACC's Kiritaki's Recovery Plan and submit it to ACC within 5 Business Days.

#### **Midpoint Review**

At the midpoint of the ACC Kiritaki's Recovery Plan, the Supplier will review the ACC Kiritaki's progress in collaboration with the ACC Kiritaki. Following the midpoint review, the Supplier must:

- Provide ACC with the Midpoint Dataset, and
- Update the ACC's Kiritaki's Recovery Plan and submit it to ACC.

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#### **Incidental services**

The Supplier must perform other service incidental to the Services in accordance with Good Industry Practice. These incidental services are not separate Service Items and must not be separately invoiced to ACC. The incidental services include the following:

#### **Provision of records**

The Supplier must:

- Provide clinical records to ACC on request as soon as practicable and within 5 Business Days of the request, and
- Maintain records of the Service Providers that provide Services to each ACC Kiritaki and must provide these records to ACC on request as soon as practicable and within 5 Business Days of the request.

#### **Promotion of the Services**

The Supplier will promote the Services within the Region(s) / Rohe in which it can provide the Services in accordance with Good Industry Practice to improve access to the Services for ACC Kiritaki. This may, as applicable, include promotion to professional and community health, rehabilitation and social services providers, organisations and groups. The Supplier will:

- Prioritise the promotion of the Services to Māori, Pacific Island and lower socio-economic groups to ensure the ACC Kiritaki accessing the Services is representative of the population in the respective Region / Rohe, and
  - Target the promotion of the Services within high needs medical
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practices and community health centres to facilitate access for eligible ACC Kiritaki.

#### **Data collection**

The Supplier will collect data in accordance with Good Industry Practice to support service delivery and continuous improvement for the Services to meet the Service Objectives.

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Service Bundle Transfer	<p>If during the delivery of Services in relation to a Service Bundle the Interdisciplinary Team and the Clinical Director (taking into account the matters specified below) determine that the ACC Kiritaki requires a different Service Bundle to achieve the ACC Kiritaki's Outcomes, the Supplier will:</p> <ul style="list-style-type: none"><li>• Update the ACC Kiritaki's Recovery Plan and resubmit it to ACC, and</li><li>• Do one of the following:<ul style="list-style-type: none"><li>- if the new Service Bundle that has a higher amount of Charges, invoice ACC for the transfer Service Item amount stated in Part C of this Service Schedule, or</li><li>- if the Service Bundle that has lower amount of Charges, repay to ACC the original Service Bundle amount in full in accordance with Part B, section 13 (Additional Terms and Conditions) of this Service Schedule and re-invoice ACC for the new Service Bundle amount in full.</li></ul></li></ul>
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#### **Clinical Director responsibilities**

The Supplier's Clinical Director must ensure:

- That a Service Bundle transfer is necessary and appropriate
  - The primary reason for the Service Bundle transfer is the complexity of the ACC Kiritaki's injury and diagnosis, and
  - The Service Bundle transfer is unrelated to any acts or omissions by the Supplier in its delivery of the Services to the ACC Kiritaki.
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Service Exit	<p>When an ACC Kiritaki exits the Services, the Supplier will take all reasonable steps to ensure that the ACC Kiritaki is offered the opportunity to complete the ACC assessed patient reported experience measures (PREMs) in relation to the Services.</p> <p>The Supplier must, within 5 Business Days from the date the Services are exited:</p> <ul style="list-style-type: none"><li>• Provide ACC with the Service Exit Dataset</li><li>• Update the ACC Kiritaki's Recovery Plan with information related to the achieved Outcomes and Services delivered and submit it to ACC, and</li><li>• Notify the ACC Kiritaki, the Referrer, and the ACC Kiritaki's</li></ul>
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	<p>General Practitioner (if they are not the Referrer).</p> <p>The Supplier must support the ACC Kiritaki with their exit from the Services in accordance with Good Industry Practice, including by, as applicable:</p> <ul style="list-style-type: none"> <li>• Providing information about and/or supporting them into non-ACC funded services, and/or</li> <li>• Supporting the ACC Kiritaki into the public or private health system for surgery.</li> </ul>
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, including by managing cover and entitlement decisions for ACC Kiritaki, payments, approval of equipment, transport, travel, supporting disengaged ACC Kiritaki, and vocational independence processes</li> <li>• Surveying ACC Kiritaki to assess patient reported experience measures (PREMs) in relation to the Services</li> <li>• Providing Suppliers and Service Providers with access to ACC recovery coordinators to support with Supplier, Service Provider or ACC Kiritaki related questions and issues, and</li> <li>• Publishing and maintaining Operational Guidelines for the Services.</li> </ul>
Exclusions	<p>The following are excluded from and out of scope of the Services:</p> <ul style="list-style-type: none"> <li>• Elective Surgery Services</li> <li>• High Tech Imaging Services</li> <li>• Vocational Independence Occupational Assessment Service</li> <li>• Vocational Independence Medical Assessment Service</li> </ul> <p>All other services not expressly stated in this Service Schedule as being in scope of the Services.</p>

## 5. Quality Standards

Service Standards	<p>The Supplier must provide the Services:</p> <ul style="list-style-type: none"> <li>• In accordance with Good Industry Practice</li> <li>• In compliance with the Code of ACC Claimants' Rights, and</li> <li>• In a manner that meets or exceeds the Key Performance Indicator targets set out in Part B, section 11 (Key Performance Indicators) of this Service Schedule.</li> </ul>
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Operational Guidelines	The Supplier must provide the Services in accordance with the Operational Guidelines for the Services. If there is any inconsistency with the Operational Guidelines and this Contract, the Contract will take precedence.
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Personnel qualifications and experience

**Qualifications and expertise**

The Supplier must ensure all Service Providers and other Personnel involved in the delivery of the Services meet the following requirements, as applicable:

- Registered Service Providers must:
  - be qualified as required by the professional registration body relating to their profession
  - be registered in New Zealand, and
  - have an annual practising certificate.
- Non-registered Service Providers or Personnel must:
  - have the appropriate qualification and expertise
  - have regular documented supervision (at least every six months) appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively, and
  - undertake ongoing training in their area of expertise.
- All Personnel must:
  - meet the requirements stated in Part B, section 10 (Supplier Personnel) of this Service Schedule
  - consistently provide the highest standards of customer service in accordance with Good Industry Practice, and
  - undertake the ACC Induction and Development requirements.

*Medical Specialists*

The Supplier must ensure any Medical Specialist delivering the Services:

- Holds a vocational scope of practice in at least one of the following areas:
  - Orthopaedic Surgery
  - Neurosurgery
  - Sports Medicine
  - Musculoskeletal Medicine, or
- Are a named provider under ACC's General Practice with Specialist Interest Services contract.

Medical registrars participating in a vocational training programme cannot be Medical Specialists. The Supplier must ensure that

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medical registrars do not provide any Services that should be provided by a Medical Specialist (or Orthopaedic Specialist or Neurosurgeon where those roles are expressly stated).

*Psychological Services*

The Supplier must ensure that any Service Provider providing psychological Services (which includes a Clinical Psychologist, Psychologist, Counselling Psychologist or an Educational Psychologist) as part of a Service Bundle is a registered Psychologist.

*Interns*

The Supplier must ensure that the Services are not provided by interns.

**Monitoring Competency**

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 Service Providers and other Personnel that provide any part of the Services.

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Service Location quality standards	The Supplier must ensure that all Service Locations used in the delivery of the Services meet Good Industry Practice and the needs of ACC Kiritaki.
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**6. Deliverables, Datasets and Reports**

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

Deliverable	Due date	Via
Recovery Plan	At the times stated in Part B, section 4 (Service Requirements) of this Service Schedule.	ACC API Products
Return to Work Plan	At the times stated in Part B, section 4 (Service Requirements) of this Service Schedule.	ACC API Products or electronically using an agreed format
Updated Diagnosis supporting	Within 5 Business Days of confirmation	Electronically using an agreed format

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information: of any Updated  
Diagnosis

- ACC form (as appropriate)
- Lodgement notes (provider who lodged the ACC45)
- Imaging reports
- Service Provider assessment including comment on imaging, updated diagnosis
- Treatment notes

Medical Specialist clinical records	Within 10 Business Days of each Medical Specialist consultation	Electronically using an agreed format
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**ACC Kiritaki Dataset Requirements**

For each ACC Kiritaki that receives the Services, the Supplier will provide the following datasets to ACC via ACC’s API ICP Products, as applicable for each ACC Kiritaki in accordance with this Contract and any data point requirements in the Operational Guidelines:

<b>Dataset</b>	<b>Requirements</b>	<b>Due date</b>	<b>Via</b>
Pre-screen Decline Dataset	<ul style="list-style-type: none"> <li>• Reasons for the decline</li> <li>• Supplier recommendation about which ACC health and/or rehabilitation service is most appropriate for the ACC Kiritaki (if any)</li> </ul>	Within 5 Business Days of the date of the completed Pre-screen	ACC API Products
Triage Decline Dataset	<ul style="list-style-type: none"> <li>• ICP Complexity Tool information</li> <li>• Confirmation of diagnosis</li> <li>• Updated Diagnosis (if applicable), imaging and notes</li> <li>• Supplier recommendation</li> </ul>	Within 5 Business Days of the date of the completed Triage Assessment	ACC API Products

	about which ACC health and/or rehabilitation service is most appropriate for the ACC Kiritaki (if any)		
Service Entry Dataset	<ul style="list-style-type: none"> <li>• ICP Complexity Tool information</li> <li>• Confirmation of diagnosis</li> <li>• Updated Diagnosis (if applicable), imaging and notes</li> <li>• Service Bundle</li> <li>• Patient Reported Outcome Measure (PROM) for their Rehabilitation Goals</li> <li>• Body site specific clinical outcome measures for the Clinical Measure Thresholds</li> </ul>	Within 5 Business Days of the date of the completed Triage Assessment	ACC API Products
Service Bundle Transfer Dataset	<ul style="list-style-type: none"> <li>• Rationale for transfer</li> <li>• ICP Complexity Tool information</li> <li>• Supporting information</li> </ul>	When the Supplier applies for the Service Bundle transfer	ACC API Products
Exceptional Funding Dataset	<ul style="list-style-type: none"> <li>• Rationale for exceptional funding</li> <li>• ICP Complexity Tool information</li> <li>• Supporting information</li> </ul>	When the Supplier applies for Exceptional Funding	ACC API Products
Recovery Plan Midpoint Dataset	<ul style="list-style-type: none"> <li>• Patient Reported Outcome Measures (PROM) for their Rehabilitation Goals</li> <li>• Body site specific clinical outcome measures for the</li> </ul>	Within 5 Business Days of the date of the Recovery Plan Midpoint	ACC API Products

	Clinical Measure Thresholds		
	<ul style="list-style-type: none"> <li>Ad hoc observations</li> </ul>		
Service Exit Dataset	<ul style="list-style-type: none"> <li>Service exit type and reason</li> <li>Patient Reported Outcome Measures (PROMs) for their Rehabilitation Goals</li> <li>Body site specific clinical outcome measures for the Clinical Measure Thresholds</li> <li>Additional ACC support information (if applicable)</li> </ul>	Within 5 Business Days of the exit	ACC API Products

Contract Reports	Report	Due date	Via
	Ad hoc reports reasonably requested by ACC	As agreed between the Parties	Electronically using an agreed format As agreed between the Parties

## 7. Charges

Charges	The Charges for each Service Item and Service Bundle are stated in Part C of this Service Schedule.
Exceptional Funding	<p>The Supplier may notify ACC that it will be invoicing ACC for Exceptional Funding in relation to an ACC Kiritaki only if:</p> <ul style="list-style-type: none"> <li>The ACC Kiritaki is allocated a Service Bundle that is the top level for their type of injury</li> <li>The Clinical Director determines that invoicing ACC for Exceptional Funding is appropriate, taking into account the matters set out below, and</li> <li>One of the following apply: <ul style="list-style-type: none"> <li>the injury has an exceptional complexity, or</li> <li>during the delivery of the Services there is a change in the ACC Kiritaki's injury and recovery complexity and that change is assessed by the Supplier's Clinical Director as exceptional.</li> </ul> </li> </ul> <p>The Supplier may notify ACC that they will be invoicing ACC for Exceptional Funding for the ACC Kiritaki by:</p>

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- Submitting the Exceptional Funding Dataset to ACC, and
  - Attending a case conference with ACC, if required by ACC.

The Supplier:

- May only invoice ACC once for an amount of Exceptional Funding for an ACC Kiritaki
- Must only invoice ACC for an amount of Exceptional Funding calculated based on the Supplier's costs of the actual additional Services provided to the ACC Kiritaki, and
- Must not invoice ACC for, and ACC will not pay the Supplier for, any amount of Exceptional Funding for an ACC Kiritaki over total maximum amount stated in Part C of this Service Schedule.

#### **Clinical Director responsibilities**

The Supplier's Clinical Director must ensure that:

- The Exceptional Funding is only used and invoiced for additional Services that are necessary and appropriate
- The primary reason for the Exceptional Funding is the exceptional complexity of the ACC Kiritaki's injury, and
- The Exceptional Funding is unrelated to any acts or omissions by the Supplier in its delivery of the Services to the ACC Kiritaki.

If Exception Funding is invoiced, the Clinical Director must ensure that the actual Exceptional Funding invoiced to ACC is for actual additional Services provided in accordance with Good Industry Practice.

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#### **Invoicing**

The Supplier may only invoice ACC for Services to an ACC Kiritaki at the following times, as applicable:

- For the Pre-screen, after a Pre-screen is completed, for the Charges applicable at the date of the Pre-screen
- For the Triage Assessment, after the Triage Assessment is completed, for the Charges applicable at the date the Triage Assessment is completed
- For the Service Bundle, after the Triage Assessment is completed and the Recovery Plan and Service Entry Dataset has been submitted to ACC
- For a Service Bundle Transfer, after the Service Bundle Transfer Dataset and updated Recovery Plan is submitted to ACC, for the Charges applicable at the date the Service Bundle Transfer Dataset is submitted to ACC, and
- For any Exceptional Funding, after the ACC Kiritaki achieves the Exit Criteria or otherwise exits the Services.

The Supplier must 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

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	to the requirements set out above.
ACC Kiritaki co-payments	The Supplier must not charge ACC Kiritaki or any other person any charge or co-payment in addition to the Charges for the Service.
Travel	The Supplier must not charge ACC for any travel costs or expenses.
Other expenses	No other expenses are payable by ACC under this Service Schedule.
Unallocated Funds	If an ACC Kiritaki exits the Services due to an Early Exit or a Loss of Eligibility, the Supplier must determine the amount of any Unallocated Funds payable to ACC in accordance with Part B, section 13 (Additional Terms and Conditions) of this Service Schedule.

## 8. Trust Arrangement

Trust Arrangement	<p>The Supplier acknowledges and agrees that any Trust Funds will be held by the Supplier for the benefit of ACC and the Supplier on the terms set out in this section 8.</p> <p>ACC and the Supplier record that each Trust Arrangement is intended to be a “specified commercial trust” for the purposes of the Trusts Act 2019.</p>
Permitted Payments	<p>If at any time the ACC Kiriaki achieves the Exit Criteria, the Supplier may draw down the Trust Funds in full and the Trust Arrangement for the ACC Kiritaki ends.</p> <p>The Supplier may otherwise draw on the Trust Funds as required to meet the costs of delivering the Services to the ACC Kiritaki under the relevant Service Bundle (such that amounts drawn are progressively released from the Trust Arrangement) provided that:</p> <ul style="list-style-type: none"> <li>• No drawdowns from the Trust Funds are permitted on or before the first 14 days of the ACC Kiritaki’s Triage Assessment being completed</li> <li>• No more than 60% of the Trust Funds may be drawn between 14 and 61 days of the ACC Kiritaki’s Triage Assessment being completed</li> <li>• Any Unallocated Funds will be calculated and paid to ACC by the Supplier in accordance with Part B, section 13 (Additional Terms and Conditions) of this Service Schedule, and</li> <li>• Any overpayment made by ACC in respect of any Service Bundle or Service Bundle Transfer will be repaid to ACC in accordance with Part B, section 13 (Additional Terms and Conditions) of this Service Schedule.</li> </ul>
Trust Funds Bank	The Supplier must maintain its Trust Funds Bank Account.

Account	<p>If the Supplier's Trust Funds Bank Account is separate from the bank account ACC will pay the Supplier under this Service Schedule, then the Supplier must immediately upon receipt of any Trust Funds in relation to a Trust Arrangement transfer such amount into the Trust Funds Bank Account.</p> <p>For the avoidance of doubt, the Trust Funds Bank Account must not be the Supplier's ordinary trading account and must only hold Trust Funds.</p> <p>The Supplier may (but is not obliged to) place any Trust Funds on interest bearing deposit, with any net interest earned to accrue for the benefit of the Supplier (and not ACC).</p>
Provision of Information	<p>The Supplier must make the following information available to ACC promptly upon request, and ACC may, at its discretion and cost carry out an audit of such information:</p> <ul style="list-style-type: none"> <li>• Copies of all documents referred to in section 45 of the Trusts Act 2019</li> <li>• A record of all Trust Funds held by the Supplier and the allocation of those funds between each Service Bundle (and any related Service Bundle Transfers)</li> <li>• Details of all drawdowns made from the Trust Funds to the Supplier and a record of which Service Bundle (and any related Service Bundle Transfers) those payments relate to, and</li> <li>• Bank account statements in relation to the Trust Funds Bank Account.</li> </ul>
Declaration of Compliance	<p>The Supplier must provide a declaration to ACC at each quarterly Contract review meeting, that it has complied and continues to comply with the provisions of this section 8.</p>
Trustee Appointment and Removal Power	<p>ACC has the power exercisable from time to time to remove the Supplier as trustee of any Trust Arrangement or Trust Arrangements and appoint a replacement trustee or trustees. ACC may exercise this power in circumstances where ACC reasonably considers that:</p> <ul style="list-style-type: none"> <li>• the Supplier is unfit to carry out its duties as trustee, or</li> <li>• the Supplier has failed to comply, or ACC reasonably considers that the Supplier has failed to comply, with its obligations under this section 8 or any other provision of this Contract.</li> </ul> <p>In such event, all Trust Funds held in relation to such Trust Arrangement or Trust Arrangements shall be promptly transferred by the Supplier to the replacement trustee or trustees, as directed by ACC.</p>
Exclusion of Trusts Act 2019 Provisions	<p>The following provisions of the Trusts Act 2019 are excluded and do not apply to any Trust Arrangement:</p>

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- Sections 30 and 31
  - Sections 33 to 37
  - Sections 49 to 56
  - Sections 58 to 61
  - Sections 62(1) to (5)
  - Sections 63 to 65
  - Sections 67 to 73
  - Sections 83 and 84
  - Sections 88 to 91, and
  - Sections 142 to 147.
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Recovery of Expenses	Section 81 of the Trusts Act 2019 is modified so that the only expense that the Supplier can incur when acting as trustee is any reasonable fees and costs incurred by it in association with the opening and operation of the Trust Funds Bank Account.
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Modification	For the avoidance of doubt, clause 4 of ACC's Standard Terms and Conditions is to be treated as a right to vary the Trust Arrangement for the purposes of the Trusts Act 2019.
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## 9. Supplier Requirements

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Policies, protocols, guidelines and procedures

The Supplier must maintain the following:

- **Interdisciplinary Team Operating Procedures** to document how the Interdisciplinary Team will carry out its requirements and functions and specify key roles and responsibilities.
  - **Service Governance Operating Procedures** to manage Service Provider induction, decision making and oversight, performance management and risk management in relation to the Services.
  - **Privacy Policy** to manage ACC Kiritaki's Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
  - **Conflict of Interest Policy** to manage Supplier, 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 ACC Kiritaki.
  - **Health and Safety Plan** relevant to the ACC Kiritaki and environments where the Supplier and their Service Providers will be delivering the Services.
  - **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and ACC Kiritaki.
  - **Working with Māori Strategy** to document how the Supplier
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works with Māori including in the delivery of the Services.

- **Service Provider List** to document all Service Providers including any Subcontractors delivering the Services to ACC Kiritaki under this Contract.
- **Service Exit Plan** to manage ACC Kiritaki transition and exit from the Services.

A copy of these must be promptly provided to ACC on request.

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## Health and Safety

### **Health and Safety Plan**

The Supplier must maintain and comply with a Health and Safety Plan for the Services that includes:

- Specific hazards and risks management
- Safe operating procedures
- Incident management
- Emergency management
- Personnel engagement and participation practices, and
- Monitoring and review of hazards and risks to enable continuous improvement.

### **Reporting Health & Safety Incidents**

In addition to its obligations under ACC's Standard Terms and Conditions, the Supplier must also 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 all Contract review meetings.

ACC's online health and safety form can be accessed here: [Third party health and safety form \(acc.co.nz\)](https://acc.co.nz)

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## Technology

The Supplier must maintain the technology required have an in-production integration with the ACC API Products required for the Services to communicate information to, and consume information from, ACC.

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## Working with Māori

The Supplier must:

- Comply with ACC's Kawa Whakaruruhau (Cultural Safety) Policy
  - 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 ACC Kiritaki and their whānau/family
    - 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
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help promote and support the Services

- to work with Māori in the health sector to discuss Māori attitudes towards surgery to ensure the values of Tapu and Noa are upheld
  - to engage with iwi groups on the success of the Service to support and reinforce ongoing participation in the Regions / Rohe the Service is operating
  - to encourage ACC 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 ACC Kiritaki who enters the Service.
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Working with employers

If an ACC Kiritaki is an Earner then, subject always to privacy and consent requirements, the Supplier must work co-operatively and collaboratively in good faith with the employer of the ACC Kiritaki to support the achievement of the ACC Kiritaki's Outcomes.

This includes engaging with the ACC Kiritaki's employer:

- On completion of the ACC Kiritaki's Triage Assessment
  - When developing and updating the ACC Kiritaki's Recovery Plan and/or Return to Work Plan to support the ACC Kiritaki's Return to Work
  - To promote recovery at work principles
  - To identify opportunities for the ACC Kiritaki to be involved in their workplace early in their Recovery Plan, including by working reduced hours, having alternate duties and undertaking work trials
  - To identify where a client's employment is at risk and working with employer to mitigate this, and
  - To regularly update the employer on the ACC Kiritaki's recovery and to inform them if there is any significant change or delay in the ACC Kiritaki's recovery.
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Professional relationships

Subject always to privacy and consent requirements, the Supplier will work collaboratively and in good faith with ACC Kiritaki, ACC and all other related health and rehabilitation Service Providers involved in the Services.

The Supplier must maintain professional relationships with:

- The ACC Kiritaki's family/whānau and care/support team
  - Referrers, the ACC Kiritaki's General Practitioner, and other related health and rehabilitation providers, and
  - Other health, rehabilitation and social service providers as appropriate to support ACC Kiritaki.
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Insurances

*Supplier insurances*

The Supplier is required to maintain the following insurances:

- Public liability insurance
- Professional indemnity insurance.

*Registered Service Provider insurances*

The Supplier must ensure its registered Service Providers maintain professional indemnity insurance.

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## 10. Supplier Personnel

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Capability and capacity

The Supplier must ensure that it has the Personnel and Service Providers necessary to deliver the Services in accordance with this Contract.

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Clinical Director

The Supplier must have a Clinical Director for the Service who meets the following requirements:

- Is a registered physiotherapist or Medical Specialist in New Zealand
- Holds a current practising certificate, and
- Works within their scope of practise.

The Clinical Director is named in Part A of this Service Schedule.

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Interdisciplinary Team

The composition of the Supplier's Interdisciplinary Team must include all Service Providers who have the relevant expertise for each ACC Kiritaki and the Services related to their Service Bundle. The Interdisciplinary Team must, at minimum, meet the following requirements.

**Triage Assessment**

The Supplier must ensure the Interdisciplinary Team includes the involvement of following Service Providers for the Triage Assessment stage of the Services:

- Medical Specialist
- ICP Navigator, and
- Physiotherapist.

**Service delivery**

The Supplier must ensure the Interdisciplinary Team includes the involvement of the following Service Providers for all other Services to an ACC Kiritaki following the Triage Assessment:

- Medical Specialist
  - ICP Navigator
  - Physiotherapist
  - If the ACC Kiritaki's injury is to their knee or shoulder, an Orthopaedic Specialist (if the Medical Specialist is not one)
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	<ul style="list-style-type: none"> <li>• If the ACC Kiritaki's injury is to their lower back, an Orthopaedic Specialist or a Neurosurgeon (if the Medical Specialist is not one)</li> <li>• Vocational rehabilitation Service Provider who must be a registered Physiotherapist, Occupational Therapist or Nurse, and</li> <li>• All other Service Providers for any other Services required by the ACC Kiritaki.</li> </ul>
Practising Certificates	The Supplier must ensure all registered Service Providers have and maintain current and valid annual practising certificates, and that the Service Providers comply with any relevant conditions in their delivery of the Services.
Safety Checks	The Supplier must carry out safety checks, and regular re-checks, on all its Personnel in accordance with law, including the Children's Act 2014, and Good Industry Practice.
Notification to ACC	The Supplier must immediately notify ACC if it becomes aware of any safety check issue relating to a Service Provider.
ACC Induction and Development requirements	The Supplier must ensure that all Service Providers and Personnel involved in the delivery of the Services complete ACC's Induction and Development modules stated in the Operational Guidelines and as may be required by ACC from time to time.
Subcontracting	<p>The Supplier may subcontract parts of the delivery of the Services without ACC's prior approval.</p> <p>In addition to subcontracting relevant provisions of ACC's Standard Terms and Conditions, Part B, section 13 (Additional Terms and Conditions) of this Service Schedule includes conditions related to subcontracting for the Services.</p>
Governance	The Supplier must maintain organisational and clinical governance arrangements in accordance with Good Industry Practice.

## 11. Key Performance Indicators

ACC will measure the Supplier's delivery of the Service against the following Key Performance Indicators, each based on a continuous measurement period:

Objective	Indicator	Calculation	Target
Improved Outcomes	The proportion of ACC Kiritaki entering the Service who achieve the Exit Criteria	The number of ACC Kiritaki that enter the Services and achieve the Exit Criteria compared with the number of ACC	To be monitored and benchmarked against other suppliers

		Kiritaki that enter the Services and Early Exit. Based on a three-month rolling average.	
Average ACC Kiritaki Service Bundle Charges	The average total Charges paid for ACC Kiritaki who achieve the Exit Criteria	The average (mean) total Charges of, as applicable, the Service Bundle, Service Bundle Transfer(s) and Exceptional Funding for an ACC Kiritaki that enter the Services and achieve the Exit Criteria. Based on body site of injury.	<b>Knee (arthroscopy and debridement): \$3,050 or less</b> <b>Knee (Ligament / Tendon Reconstruction, ORIF, joint replacement): \$4,450</b> <b>Lower back: \$6,050</b> <b>Shoulder: \$4,450</b>
	Charges paid for ACC Kiritaki who Early Exit	The average (mean) total Charges of, as applicable, the Service Bundle, Service Bundle Transfer(s) and Exceptional Funding for an ACC Kiritaki that enter the Services and Early Exit.	To be monitored and benchmarked against other suppliers
Reduced Weekly Compensation days	Reduction in ACC Kiritaki receiving surgery requiring weekly compensation	The weekly compensation days for ACC Kiritaki that enter the Services* and undergo a surgery related to their injury compared against the baseline of the weekly compensation days for the Equivalent Injury Cohort who	<b>20% or greater reduction</b>



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undergo a surgery related to their injury but do not receive the Services.

For each ACC Kiritaki, from the date of injury up to three years after the date of injury

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Reduction in ACC Kiritaki who do not receive surgery requiring weekly compensation

The weekly compensation days for ACC Kiritaki that enter the Services\* and do not undergo a surgery related to their injury compared against the baseline of the weekly compensation days for the Equivalent Injury Cohort who do not undergo a surgery related to their injury and do not receive the Services.

For each ACC Kiritaki, from the date of injury up to three years after the date of injury

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To be monitored and benchmarked against other suppliers

Reduced Weekly Compensation Post-Surgery	Reduction in ACC Kiritaki who receive surgery but do not receive weekly compensation prior to surgery requiring weekly compensation post-surgery	Percentage of ACC Kiritaki, based on body site of injury, that enter the Service and undergo a surgery related to their injury who had an Inactive Weekly Compensation Claim prior to surgery, that have an Inactive Weekly Compensation Claim after surgery as at 13 weeks, 26 weeks, 1 year and 2 years after the date of surgery.	<b>Within or greater than the target range stated in the Equivalent Injury Cohort dataset</b>
	Reduction in ACC Kiritaki who receive surgery and receive weekly compensation prior to surgery requiring weekly compensation post-surgery	Percentage of ACC Kiritaki, based on body site of injury, that enter the Service and undergo a surgery related to their injury who had an active weekly compensation claim prior to surgery, that have an Inactive Weekly Compensation Claim after surgery as at 13 weeks, 26 weeks, 1 year and 2 years after the date of surgery.	<b>Within or greater than the target range stated in the Equivalent Injury Cohort dataset</b>
Reduced Rates of Re-injury	Reduction in ACC Kiritaki who receive surgery re-injuring themselves	The re-injury rates for ACC Kiritaki that enter the Services* and undergo a surgery related to their injury compared against the baseline of the re-injury rates for the Equivalent Injury Cohort who	<b>15% or greater reduction</b>

		undergo a surgery related to their injury but do not receive the Services as at 1 year, 2 years and 5 years after the date of surgery.	
	Reduction in ACC Kiritaki who do not receive surgery re-injuring themselves	The re-injury rates for ACC Kiritaki that enter the Service* and do not undergo a surgery related to their injury compared against the baseline of the re-injury rates for the Equivalent Injury Cohort who do not undergo a surgery related to their injury and do not receive the Service as at 1 year, 2 years and 5 years after the date they achieve the Exit Criteria or Early Exit.	To be monitored and benchmarked against other suppliers
Reduced Rates of Subsequent Surgery	Reduction in ACC Kiritaki receiving surgery requiring subsequent surgery	The subsequent surgery rates for ACC Kiritaki that enter the Service* and undergo a surgery related to their injury compared against the baseline of subsequent surgery rates for the Equivalent Injury Cohort who undergo a surgery related to their injury but do not receive the Service For each ACC Kiritaki, 1 year, 2 years and 5 years after the date of surgery	<b>10% or greater reduction</b>

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High Quality Data	Complete and accurate Deliverables, datasets and information	Deliverables, datasets and information meeting their requirements completely and accurately, and correctly delivered to ACC within required timeframes	<b>100% complete, accurate and on time</b>
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\*For the purposes of the calculation, the ACC Kiritaki that enter the Services includes:

- ACC Kiritaki that achieve the Exit Criteria, and
- ACC Kiritaki that Early Exit.

It does not include ACC Kiritaki that exit the Services due to a Loss of Eligibility.

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## 12. Performance and Evaluation

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Self-assessment	The Supplier must monitor its own performance against the Key Performance Indicators and requirements of the Contract.
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.
Performance reviews	<p>The Supplier and ACC will review the Supplier's delivery of the Service and compliance with this Contract quarterly (with the first review being held three months after the Supplier begins to deliver the Services) and as otherwise required. Each review will consider:</p> <ul style="list-style-type: none"><li>• The Supplier's performance against the Key performance Indicators</li><li>• The extent to which the Service has been delivered in accordance with the service requirements and quality standards</li><li>• The Supplier's selection of Service Bundle types, use of Service Bundle transfers, and use of Exceptional Funding relative to ACC Kiritaki injury complexity, as compared against all other ACC Kiritaki receiving the Service and suppliers delivering the Service</li><li>• If the Supplier is subject to a Performance Improvement Plan, compliance with the requirements of the Performance Improvement Plan, and</li><li>• Compliance with any other requirements under the Contract.</li></ul>
Improved Equity	<p>The Supplier acknowledges that ACC intends to progressively assess the Key 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 ACC Kiritaki including Māori and priority populations in the Region(s) / Rohe that the Supplier provides the Services.</p> <p>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 Key Performance Indicators.</p>
Service Volume Cap	<p>If ACC believes that the Supplier has failed or is failing to comply with any obligation under the Contract, ACC may require a Performance Improvement Plan. The parties will agree and implement a Performance Improvement Plan in accordance with clause 14 of ACC's Standard Terms and Conditions.</p> <p>The Supplier acknowledges and agrees that, if ACC requires a Performance Improvement Plan, ACC may at its sole discretion</p>

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include a service volume cap that limits the number of ACC Kiritaki who receive the Services from the Supplier until the requirements of the Performance Improvement Plan have been satisfied by the Supplier.

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Service Review

ACC may from time to time, but no more than once in any 12-month period, review the Services in any or all Region (s) / Rohe and review the extent to which the Service Objectives are being met.

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.

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### 13. Additional Terms and Conditions

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Changes to ACC's Standard Terms and Conditions

- Clause 4.2 is deleted and replaced by:

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:

- 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,
- 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
- 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).

- Clause 4.3 is deleted and replaced by:

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).

- Clause 10.7 is deleted and replaced by:

10.7 ACC will not pay for a Service Item or Service Bundle where the invoice for the relevant Service Item or Service Bundle is

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not received in the following timeframe, as applicable:

- a. for a Pre-Screen, within 6 months of the date of Pre-Screen
  - b. for a Triage Assessment, within 6 months of the completion date of the Triage Assessment
  - c. for a Service Bundle, within 6 months of the completion date of the Triage Assessment
  - d. for a Service Bundle Transfer, within 6 months of the notification to ACC of the transfer
  - e. for Exceptional Funding, within 6 months of the date that the ACC Kiritaki achieves the Exit Criteria or otherwise exits the Services.
- Clause 15 (Limits on the contractual relationship) does not apply to the trust arrangement contemplated by Part B, section 8 (Trust Arrangement) of this Service Schedule.
  - Clause 30 (Services for injured employees of accredited employers) does not apply to this Service Schedule and the Services.

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Additional special terms

**ACC Kiritaki**

1. The Supplier must:
  - a. deliver the Services in a manner that always has regard to the welfare, rights and cultural needs of the ACC Kiritaki
  - b. deliver the Services in a manner that promotes equitable health and rehabilitation outcomes for ACC Kiritaki
  - c. actively identify and resolve any actual or anticipated issues that may impact ACC Kiritaki receiving the Services. The Supplier will use the Contract Review meetings to notify ACC of these issues to assist with improvements to the Services, and
  - d. use its best efforts to ensure that ACC Kiritaki experience a safe exit from the Services and safe transfer from the Services to any other applicable health, social or community services.
2. The Supplier must not, and must ensure that Service Providers do not, deliberately seek to transfer an ACC Kiritaki receiving the Services from another supplier to the Supplier. This does not apply where an ACC Kiritaki has independently sought to transfer to the Supplier.

**Working with ACC**

3. The Supplier must:
    - a. act and collaborate in good faith with ACC, including representing ACC fairly when communicating with ACC
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Kiritaki or other parties or key stakeholders in relation to the Services, and

- b. 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**

4. ACC may, from time to time, request a 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.

#### **Broader outcomes**

5. The Supplier will take reasonable steps to achieve, and enhance opportunities to achieve, broader social, economic, and environmental outcomes through the Services, including to:
  - a. improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups
  - b. 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
  - c. 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**

6. 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.
  7. 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:
    - a. notify ACC, and
    - b. take all reasonable steps to address or remove those practices, including where relevant by addressing any
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practices of other entities in its supply chains.

### **Telehealth**

8. If any part of the Services is provided by Telehealth, the Supplier must ensure that:
  - a. the Service meets the requirements of the ACC Telehealth Guide
  - b. the ACC Kiritaki or their authorised representative consents (recorded in the ACC Kiritaki notes) and was provided with the option of an in-person meeting if the ACC Kiritaki preferred
  - c. the Service is accessible by the ACC Kiritaki
  - d. the Service is preceded by a full and complete understanding of the ACC Kiritaki's needs (and their whānau) to ensure Services are provided safely
  - e. the Service meets the same required standards of care provided through an in-person consultation
  - f. records of the Service meet ACC's requirements, and
  - g. both the ACC 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.

### **Charges review**

9. ACC will review the Charges when, at its sole discretion, ACC considers that a review necessary. The factors ACC may consider during a review include:
    - a. general inflation, and
    - b. changes in service component costs.
  10. If ACC undertakes a Charges review it may decide, at its sole discretion:
    - a. that the factors considered have not had a significant impact on the Charges, and the Charges will remain unchanged
    - b. to increase Charges for certain Service Items and/or Service Bundles. 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
    - c. to reduce Charges for certain Service Items and/or Service Bundles. Any reduction in Charges must be agreed by the Parties by a Variation.
  11. If ACC increases the Charges, and following the effective date of the Charges increase the Supplier incorrectly invoices ACC
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for any Charges at the pre-increased amount, then the Supplier may invoice ACC for the unbilled portion of the increase in Charges within 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 6 months of the incorrect invoice.

**No Double Billing**

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

**Unallocated Funds**

13. If, due to an Early Exit or a Loss of Eligibility, an ACC Kiritaki exits the Services without having achieved the Exit Criteria, the Supplier acknowledges that some or all of any Trust Funds paid to the Supplier by ACC for the ACC Kiritaki may not have been used in the delivery of actual necessary and appropriate Services to the ACC Kiritaki, and that there may be Unallocated Funds. The amount of Unallocated Funds in relation to the ACC Kiritaki must be calculated as follows:
- a. if the ACC Kiritaki's Early Exit or Loss of Eligibility occurs on or before 14 calendar days from the date of their completed Triage Assessment, the amount of Unallocated Funds is the total amount of Trust Funds paid by ACC for the ACC Kiritaki
  - b. if the ACC Kiritaki's Early Exit or Loss of Eligibility occurs between 14 and 61 calendar days from the date of their completed Triage Assessment, the amount of Unallocated Funds is based on the actual necessary and appropriate Services delivered to the ACC Kiritaki that is no less than 40% of the Trust Funds paid by ACC for the ACC Kiritaki, and
  - c. if the ACC Kiritaki's Early Exit or Loss of Eligibility occurs more than 60 calendar days from the date of their completed Triage Assessment, the amount of Unallocated Funds is based on the actual necessary and appropriate Services delivered to the ACC Kiritaki.
14. If an ACC Kiritaki exits the Services without having achieved the Exit Criteria, the Supplier will:
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- a. promptly, and no later than 5 Business Days after the date that the ACC Kiritaki exits the Services, notify ACC whether there are Unallocated Funds and, if so, the amount of the Unallocated Funds
  - b. provide ACC with information about the Services delivered to the ACC Kiritaki, and the cost of those Services, to validate the amount of Unallocated Funds
  - c. amend the amount of Unallocated Funds if requested to do so by ACC including:
    - i. if the Supplier has incorrectly calculated the amount
    - ii. if the Supplier has included Services that are not actual necessary and appropriate Services delivered to the ACC Kiritaki, or
    - iii. if the Supplier has provided insufficient information to validate the amount, and
  - d. repay the Unallocated Funds amount to ACC no later than 15 Business Days after ACC either confirms the amount of Unallocated Funds, or the amount of Unallocated Funds is amended as requested by ACC.

#### **Recovery of Unallocated Funds**

15. ACC may seek immediate repayment of Unallocated Funds if:
  - a. an Insolvency Event occurs for the Supplier
  - b. this Contract is terminated by either Party, or
  - c. the Service Schedule expires.
16. If the Supplier receives a notice requiring repayment of Unallocated Funds, the Supplier must make the repayment within 15 Business Days.

#### **Repayment to ACC**

17. If ACC overpays any amount to the Supplier (or a Service Provider) under or in relation to this Contract, the Provider must:
  - a. credit the overpayment in its next invoice to ACC, or
  - b. refund the overpayment within 10 Business Days of becoming aware of, or being notified by ACC about, the overpayment.

#### **Deduction or set-off**

18. ACC may deduct from or set-off any amount the Supplier owes to ACC under this Contract against any amount or other payment that is or may become owing by ACC to the Supplier under this Contract or any other agreement.
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### **Subcontractors**

19. The Supplier must:
  - a. promptly pay any Subcontractors on terms no less favourable than in this Contract
  - b. ensure that it does not include any exclusivity or restraint of trade type obligations on a Subcontractor, and
  - c. 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.
20. If ACC becomes aware that the Supplier has not paid its Subcontractors without reasonable justification, then ACC may choose to pay those Subcontractors directly, and deduct those amounts from the Charges that would otherwise have been payable to the Supplier.

### **Expert Review**

21. Without limiting any other rights under this Contract, ACC may at its sole discretion engage an independent person with relevant expertise to assist ACC to determine whether any aspect of the Services has been or is being delivered by the Supplier in accordance with Good Industry Practice, and in accordance with this Contract. If ACC chooses to undertake an expert review:
  - a. ACC will notify the Supplier of ACC's nominated expert reviewer and consult with the Supplier on the scope of the expert review and information provided to the expert reviewer
  - b. both Parties will cooperate to enable the expert review to be undertaken within 10 Business Days of ACC's notification to the Supplier
  - c. the Supplier will give the expert reviewer reasonable access to its premises, Personnel, Service Providers, information, and, if applicable, ACC Kiritaki
  - d. both Parties will act in good faith to consider the expert reviewer's assessment and implement any related recommendations, and
  - e. ACC will cover the costs of the expert reviewer.

### **Information Security**

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

#### **Publishing Outcomes data**

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

#### **Financial assurance**

- 24. The Supplier:
    - a. must promptly notify ACC if it becomes aware of any circumstances or event that may cause or result in an Insolvency Event
    - b. provide any information requested by ACC on request to confirm the Supplier's financial viability and solvency, which could include a certificate from a suitably qualified person certifying the Supplier's solvency, and
    - c. provide information to ACC in relation to the Supplier's management and use of any Trust Funds and/or Unallocated Funds.
  - 25. ACC may appoint an auditor to assess the financial viability of the Supplier in accordance with clause 13 of ACC's Standard Terms and Conditions.
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### **Intellectual property**

26. Except as specifically set out in this Contract, neither Party will acquire the Intellectual Property Rights of the other Party.
27. Intellectual Property Rights developed before the Start Date of, or independently from, this Contract remain the property of their owner.
28. New Intellectual Property Rights will become the property of the Party that created them.
29. 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.
30. 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.
31. 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 ACC Kiritaki and to support Good Industry Practice, provided that the use:
  - a. does not breach any confidentiality or privacy obligations under this Contract
  - b. does not use, modify or distribute Mātauranga Māori without the consent of the respective kaitiaki (guardian), and
  - c. does not infringe the other Party's or a third party's Intellectual Property Rights.

### **Transition Plan**

32. The Supplier must provide ACC with a transition plan at either of the following times:
    - a. promptly and within 10 Business Days of either providing the other with a Notice to terminate this Contract, or
    - b. 6 months prior to the End Date.
  33. The transition plan must include:
    - a. how each ACC Kiritaki receiving the Services from the Supplier will be transitioned to another supplier or any other health, rehabilitation and/or social services as applicable
    - b. the information that will be provided to each ACC Kiritaki about their transition
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- c. how the Supplier will ensure that the transition does not negatively impact on the wellbeing of the ACC Kiritaki, and
  - d. any amount of anticipated Unallocated Funds forecast by the Supplier to be payable to ACC, with evidence of the Services delivered to the ACC Kiritaki to validate the amount.
34. 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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## 14. Attachments

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Code of ACC Claimants' Rights	Can be accessed at: <a href="https://www.acc.co.nz/assets/im-injured/730eea8693/claimant-rights.pdf">https://www.acc.co.nz/assets/im-injured/730eea8693/claimant-rights.pdf</a>
ACC's Operational Guidelines for Integrated Care Pathways Musculoskeletal	Can be accessed at: [link to be inserted]
ACC's Kawa Whakaruruhau (Cultural Safety) Policy	Can be accessed at: <a href="#">Cultural safety and competencies (acc.co.nz)</a>
ICP Complexity Tool	Can be accessed in the ICPMSK Operational Guidelines at: [link to be inserted]
Telehealth Guidance	Can be accessed at: <a href="#">acc8331-telehealth-guide.pdf</a>

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## 15. Definitions

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

**ACC API Products** The application programming interface products required for the Services as stated in the Operational Guidelines and available through ACC's Developer Resource Centre ([www.developer.acc.co.nz](http://www.developer.acc.co.nz)).

**ACC Kiritaki** A person who ACC has accepted as eligible for cover for personal injury under the Accident Compensation Act 2001 and any other person to class of persons ACC regards as an ACC Kiritaki for the purposes of this Contract. References to Client in the ACC's Standard Terms and Conditions apply to ACC Kiritaki in this Service Schedule.

**Accepted ICPMSK Diagnosis** A diagnosis on the list of accepted diagnoses for the Services stated in the Operational Guidelines.

**ARTP** The assessment report and treatment plan used to request approval for surgical and non-surgical treatment - available on ACC's website ([www.acc.co.nz](http://www.acc.co.nz)).

**Clinical Measure Thresholds** For a body site, the specific clinical measure thresholds

stated in the Operational Guidelines.

**Double Billing** The act of charging or invoicing ACC more than once for a service or service item code in relation to an ACC Kiritaki that is within scope of the Services:

- under this Contract, and/or
- under any other contract or arrangement,

whether by the Supplier or by one or more Subcontractors or Service Providers.

**Early Exit** For an ACC Kiritaki, meeting the early exit criteria stated in Part B, section 3 (ACC Kiritaki) of this Service Schedule before they achieve the Exit Criteria. For the avoidance of doubt, an Early Exit does not include a Loss of Eligibility.

**Earnier** As defined in the Accident Compensation Act 2001.

**Equivalent Injury Cohort** The cohort of ACC Kiritaki not receiving the Services with the equivalent injury type, demographic and time period of data to ACC Kiritaki receiving the Services, determined by the Equivalent Injury Cohort dataset in the Operational Guidelines.

**Exit Criteria** For an ACC Kiritaki, when the ACC Kiritaki's Outcomes are achieved and all of the Services related to ACC Kiritaki's Recovery Plan have been completed.

**Good Industry Practice** The exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading provider or person in the relevant industry.

**ICP Navigator** For an ACC Kiritaki, is the person engaged by the Supplier to deliver the care pathway navigation services to the ACC Kiritaki.

**In Scope Services** The Service Items under other ACC contracts that are within scope of the Services, as stated in the In Scope Services list in the Operational Guidelines.

**Inactive Weekly Compensation Claim** For an ACC Kiritaki, has not received weekly compensation from ACC for a period of 5 or more weeks.

**Insolvency Event** Has the meaning given to that term in ACC's Standard Terms and Conditions.

**Intellectual Property Rights** 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.

**Key Performance Indicators** The key performance indicators set out in Part B, section 11 (Key Performance Indicators) of this Service Schedule, as amended from time to time.

**Loss of Eligibility** An ACC Kiritaki meeting one or more of the loss of eligibility criteria



set out in Part B, section 3 (ACC Kiritaki) of this Service Schedule before they achieve the Exit Criteria.

**Mātauranga** Traditional knowledge, mātauranga Māori or the tikanga (a customary system of Māori values and beliefs) of any hapū, whānau or iwi.

**Medical Specialist** A Service Provider who is an Orthopaedic Specialist, Sports Physician, Musculoskeletal Medicine Specialist, Neurosurgeon or a named provider under ACC's General Practice with Specialist Interest Services contract.

**Non-earner** As defined in the Accident Compensation Act 2001.

**Operational Guidelines** Guidelines for the Services and this Contract published and updated from time to time by ACC on the ACC website.

**Outcomes** For an ACC Kiritaki, means the outcomes to be achieved through the Services as stated in Part B, section 3 (ACC Kiritaki) of this Service Schedule.

**Performance Improvement Plan** A plan developed by the Parties under clause 14 (Improving Services) under ACC's Standard Terms and Conditions.

**Personnel** All individuals engaged by either Party in relation to this Contract or the delivery of the Services.

**Recovery Plan** The Recovery Plan for an ACC Kiritaki developed and maintained in accordance with this Service Schedule.

**Referral** A request to enter an ACC Kiritaki into the Service.

**Referring Medical Specialist** An Orthopaedic Specialist, Sports Physician, Musculoskeletal Medicine Specialist, Neurosurgeon, Occupational Medicine Specialist, Paediatric Specialist and/or Surgeon, Plastic and Reconstructive Surgeon, a Rehabilitation Medicine Specialist, a General Practitioner who has completed ACC's GPMRI programme, or a named provider under ACC's General Practice with Specialist Interest Services contract.

**Rehabilitation Goals** The individual rehabilitation goals for an ACC Kiritaki as agreed and accepted by the ACC Kiritaki and recorded in their Recovery Plan.

**Return to Independence** For an ACC Kiritaki, restoring the ACC Kiritaki's health, independence, and participation:

- to the same levels when they suffered their injury, or
- to the maximum practicable extent,

and reduce their likely need for any further rehabilitation.

**Return to Work** For an ACC Kiritaki, the ACC Kiritaki engaging in work:

- of the type and for the number of hours in which they were engaged when they suffered the injury, or
- engaging in an alternative work of the type and hours stated in their Return to Work Plan.

**Return to Work Plan** The Return to Work Plan for an ACC Kiritaki who is an Earner developed and maintained in accordance with this Service Schedule.

**Service Bundles** The bundle of treatment and rehabilitation Services for an ACC Kiritaki who is accepted for entry into the Services and the respective Charges as stated in Part C of this Service Schedule.

**Telehealth** The real-time (synchronous) delivery of the Services through the medium of communication technologies where ACC Kiritaki and Service Provider are in separate locations.

**Trust Arrangement** In relation to each ACC Kiritaki, any Trust Funds held by the Supplier for the benefit of ACC and the Supplier on the terms set out in Part B, section 8 (Trust Arrangement) of this Service Schedule.

**Trust Funds** Any amounts the Supplier receives from ACC in relation to a Service Bundle or Service Bundle Transfer for a particular ACC Kiritaki.

**Trust Funds Bank Account** A bank account for the sole purpose of holding Trust Funds in relation to each Trust Arrangement. The Supplier's Trust Funds Bank Account details are stated in Part A, section 1 (Supplier details) of this Service Schedule.

**Unallocated Funds** In relation to an Trust Funds for an ACC Kiritaki, Charges that have not been allocated by the Supplier towards the actual necessary and appropriate Services provided to an ACC Kiritaki.

**Updated Diagnosis** For an ACC 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.



## C. Service Items & Service Bundles

Code	Service Item	Description	Price	Unit
<b>Pre-Screen</b>				
ICPKAPS	Pre-screening Knee Arthroscopy and Debridement	Pre-screening Payment for Knee Arthroscopy and Debridement	\$50	flat fee
ICPKRPS	Pre-screening Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	Pre-screening Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	\$50	flat fee
ICPSPPS	Pre-screening Lower Back/spine	Pre-screening Payment for Lower Back/spine	\$50	flat fee
ICPSHPS	Pre-screening Shoulder (incl Clavicle)	Pre-screening Payment for Shoulder (incl Clavicle)	\$50	flat fee
<b>Triage Assessment</b>				
ICPKAAS	Triage Light Knee Arthroscopy and Debridement	Triage Light Payment for Knee Arthroscopy and Debridement – specialist referrals	\$250	flat fee
ICPKRAS	Triage Light Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	Triage Light Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement – specialist referrals	\$250	flat fee
ICPSPAS	Triage Light Lower Back/spine	Triage Light Payment for Lower Back/spine – specialist referrals	\$250	flat fee
ICPSHAS	Triage Light Shoulder (incl Clavicle)	Triage Light Payment for Shoulder (incl Clavicle) – specialist referrals	\$250	flat fee
ICPKAAO	Triage Knee Arthroscopy and Debridement	Triage Payment for Knee Arthroscopy and Debridement – other and ACC referrals	\$450	flat fee

<b>Code</b>	<b>Service Item</b>	<b>Description</b>	<b>Price</b>	<b>Unit</b>
ICPKRAO	Triage Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	Triage Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement – other and ACC referrals	\$450	flat fee
ICPSPA0	Triage Lower Back/spine	Triage Payment for Lower Back/spine – other and ACC referrals	\$450	flat fee
ICPSHA0	Triage Shoulder (incl Clavicle) – other and ACC referrals	Triage Payment for Shoulder (incl Clavicle) – other and ACC referrals	\$450	flat fee
<b>Service Bundles</b>				
ICPKAR1	Service Bundle Knee Arthroscopy and Debridement Level 1	Service Bundle Payment for Knee Arthroscopy and Debridement Level 1	\$1,500	flat fee
ICPKAR2	Service Bundle Knee Arthroscopy and Debridement Level 2	Service Bundle Payment for Knee Arthroscopy and Debridement Level 2	\$2,500	flat fee
ICPKAR3	Service Bundle Knee Arthroscopy and Debridement Level 3	Service Bundle Payment for Knee Arthroscopy and Debridement Level 3	\$3,500	flat fee
ICPKRR1	Service Bundle Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 1	Service Bundle Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 1	\$2,500	flat fee
ICPKRR2	Service Bundle Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 2	Service Bundle Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 2	\$3,500	flat fee
ICPKRR3	Service Bundle Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 3	Service Bundle Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 3	\$4,500	flat fee

<b>Code</b>	<b>Service Item</b>	<b>Description</b>	<b>Price</b>	<b>Unit</b>
ICPKRR4	Service Bundle Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 4	Service Bundle Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 4	\$5,500	flat fee
ICPKRR5	Service Bundle Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 5	Service Bundle Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement Level 5	\$6,500	flat fee
ICPSPR1	Service Bundle Lower Back/spine Level 1	Service Bundle Payment for Lower Back/spine Level 1	\$2,500	flat fee
ICPSPR2	Service Bundle Lower Back/spine Level 2	Service Bundle Payment for Lower Back/spine Level 2	\$3,500	flat fee
ICPSPR3	Service Bundle Lower Back/spine Level 3	Service Bundle Payment for Lower Back/spine Level 3	\$4,500	flat fee
ICPSPR4	Service Bundle Lower Back/spine Level 4	Service Bundle Payment for Lower Back/spine Level 4	\$5,500	flat fee
ICPSPR5	Service Bundle Lower Back/spine Level 5	Service Bundle Payment for Lower Back/spine Level 5	\$6,500	flat fee
ICPSPR6	Service Bundle Lower Back/spine Level 6	Service Bundle Payment for Lower Back/spine Level 6	\$7,500	flat fee
ICPSPR7	Service Bundle Lower Back/spine Level 7	Service Bundle Payment for Lower Back/spine Level 7	\$8,500	flat fee
ICPSPR8	Service Bundle Lower Back/spine Level 8	Service Bundle Payment for Lower Back/spine Level 8	\$9,500	flat fee
ICPSHR1	Service Bundle Shoulder (incl Clavicle) Level 1	Service Bundle Payment for Shoulder (incl Clavicle) Level 1	\$2,500	flat fee

<b>Code</b>	<b>Service Item</b>	<b>Description</b>	<b>Price</b>	<b>Unit</b>
ICPSHR2	Service Bundle Shoulder (incl Clavicle) Level 2	Service Bundle Payment for Shoulder (incl Clavicle) Level 2	\$3,500	flat fee
ICPSHR3	Service Bundle Shoulder (incl Clavicle) Level 3	Service Bundle Payment for Shoulder (incl Clavicle) Level 3	\$4,500	flat fee
ICPSHR4	Service Bundle Shoulder (incl Clavicle) Level 4	Service Bundle Payment for Shoulder (incl Clavicle) Level 4	\$5,500	flat fee
ICPSHR5	Service Bundle Shoulder (incl Clavicle) Level 5	Service Bundle Payment for Shoulder (incl Clavicle) Level 5	\$6,500	flat fee
ICPSHR6	Service Bundle Shoulder (incl Clavicle) Level 6	Service Bundle Payment for Shoulder (incl Clavicle) Level 6	\$7,500	flat fee
<b>Service Bundle Transfers</b>				
ICPKAT1	Transfer Code Knee Arthroscopy and Debridement 1 Level	Transfer Code Payment for Knee Arthroscopy and Debridement 1 Level	\$1,000	flat fee
ICPKAT2	Transfer Code Knee Arthroscopy and Debridement 2 Levels	Transfer Code Payment for Knee Arthroscopy and Debridement 2 Levels	\$2,000	flat fee
ICPKRT1	Transfer Code Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 1 Level	Transfer Code Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 1 Level	\$1,000	flat fee
ICPKRT2	Transfer Code Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 2 Levels	Transfer Code Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 2 Levels	\$2,000	flat fee
ICPKRT3	Transfer Code Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 3 Levels	Transfer Code Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 3 Levels	\$3,000	flat fee

<b>Code</b>	<b>Service Item</b>	<b>Description</b>	<b>Price</b>	<b>Unit</b>
ICPKRT4	Transfer Code Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 4 Levels	Transfer Code Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement 4 Levels	\$4,000	flat fee
ICPSPT1	Transfer Code Lower Back/spine 1 Level	Transfer Code Payment for Lower Back/spine 1 Level	\$1,000	flat fee
ICPSPT2	Transfer Code Lower Back/spine 2 Levels	Transfer Code Payment for Lower Back/spine 2 Levels	\$2,000	flat fee
ICPSPT3	Transfer Code Lower Back/spine 3 Levels	Transfer Code Payment for Lower Back/spine 3 Levels	\$3,000	flat fee
ICPSPT4	Transfer Code Lower Back/spine 4 Levels	Transfer Code Payment for Lower Back/spine 4 Levels	\$4,000	flat fee
ICPSPT5	Transfer Code Lower Back/spine 5 Levels	Transfer Code Payment for Lower Back/spine 5 Levels	\$5,000	flat fee
ICPSPT6	Transfer Code Lower Back/spine 6 Levels	Transfer Code Payment for Lower Back/spine 6 Levels	\$6,000	flat fee
ICPSPT7	Transfer Code Lower Back/spine 7 Levels	Transfer Code Payment for Lower Back/spine 7 Levels	\$7,000	flat fee
ICPSHT1	Transfer Code Shoulder (incl Clavicle) 1 Level	Transfer Code Payment for Shoulder (incl Clavicle) 1 Level	\$1,000	flat fee
ICPSHT2	Transfer Code Shoulder (incl Clavicle) 2 Levels	Transfer Code Payment for Shoulder (incl Clavicle) 2 Levels	\$2,000	flat fee
ICPSHT3	Transfer Code Shoulder (incl Clavicle) 3 Levels	Transfer Code Payment for Shoulder (incl Clavicle) 3 Levels	\$3,000	flat fee
ICPSHT4	Transfer Code Shoulder (incl Clavicle) 4 Levels	Transfer Code Payment for Shoulder (incl Clavicle) 4 Levels	\$4,000	flat fee

<b>Code</b>	<b>Service Item</b>	<b>Description</b>	<b>Price</b>	<b>Unit</b>
ICPSHT5	Transfer Code Shoulder (incl Clavicle) 5 Levels	Transfer Code Payment for Shoulder (incl Clavicle) 5 Levels	\$5,000	flat fee
<b>Exceptional Funding</b>				
ICPKAEX	Exceptional Funding Knee Arthroscopy and Debridement	Exceptional Funding Payment for Knee Arthroscopy and Debridement	Up to \$3,000	At cost
ICPKREX	Exceptional Funding Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	Exceptional Funding Payment for Knee Ligament/Tendon Reconstruction, ORIF, joint replacement	Up to \$3,000	At cost
ICPSPEX	Exceptional Funding Lower Back/spine	Exceptional Funding Payment for Lower Back/spine	Up to \$3,000	At cost
ICPSHEX	Exceptional Funding Shoulder (incl Clavicle)	Exceptional Funding Payment for Shoulder (incl Clavicle)	Up to \$3,000	At cost