



# SERVICE SCHEDULE FOR MATERNAL BIRTH INJURIES RONGOĀ MĀORI SERVICES

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

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## A. QUICK REFERENCE INFORMATION

### 1. TERM FOR PROVIDING MATERNAL BIRTH INJURIES RONGOĀ MĀORI SERVICES

- 1.1 The term for the provision of Maternal Birth Injuries Rongoā Māori Services is the period from 1 October 2022 (“**Start Date**”) until the close of 30 September 2026 (“**End Date**”) or such earlier date upon which the period is lawfully terminated or cancelled.
- 1.2 Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a maximum period of one year. Any decision to extend the Term of this Service will be based on:
  - 1.2.1 the parties reaching agreement on the extension in writing period to the End Date; and,
  - 1.2.2 ACC being satisfied with your performance and delivery of Services; and
- 1.3 All other provisions of this Contract either continuing to apply during such extended Term or being re-negotiated to the satisfaction of both parties.

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

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### 3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 7)

#### Part A: Table 1 – Support Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
<b>Service Items</b>				
RS01	Whakawhānaungatanga	Connecting, building relationship, including with whānau. Providing support and healing through karakia, spiritual and holistic guidance in healing a maternal birth injury	\$125.00	Per hour or part thereof
	The process of establishing relationships			
	Whitiwhiti kōrero	Informational and emotional support, talk therapy, educational awareness, connecting with other health professionals, planning and next steps in healing a maternal birth injury		
	<i>Creating conversations with the wider community</i>			
RS01	Mirimiri - Maimoatanga	Bodywork, alignment, muscle tissue healing, internal organ healing a maternal birth injury		
	Healing - Rehabilitation			
RS01	Hōmiri	Waiata, pūrākau, tāonga pūoro, sound healing a maternal birth injury		
RS02	Wānanga	Group sessions with other birthing parents to wānanga, kōrero, engage in a safe space to share and support in the journey of healing and recovery of a maternal birth injury	\$41.67	Per Participant Per Session Maximum of 8 participants
RS03	Telehealth	Therapy advice on managing maternal birth injury symptoms.  A maximum of 8 hours that can be used in consultations taking from 30 minutes to 1 hour per consultation.	\$125.00	Per hour or part thereof (Max 8 hours)

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
RS04	Rongoā Māori Assessment Form	Evaluation, Assessment and recording of the client's needs, progress and healing from a maternal birth injury (ACC8427)	\$31.25	Per report

- **Note:** Items RS01, RS02 and RS03 cannot be invoiced concurrently.
- **Note:** Koha may be received by a Practitioner in relation to a service provided where and when appropriate.

#### 4. PRICE REVIEW

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

- 4.1.1 General inflation;
- 4.1.2 Changes in service component costs; and
- 4.1.3 Substantial changes in the market.

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

4.3 If ACC finds that the factors it took into account have had an impact on price, then ACC in its absolute discretion may amend the Prices to reflect the impact. The price increase will be notified in writing and will take effective from the date specified by ACC. For the avoidance of doubt, this price increase cannot be reviewed.

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

5.1 The Supplier will nominate a person as their Relationship Manager to be the main contact with ACC for all matters relating to the provision of the Rongoā Māori Services. The Supplier will inform ACC the name and contact details of the Relationship Manager in writing, including any changes.

5.2 To ensure the continuing operation of the Rongoā Māori Services, working relationships are to be maintained as defined in Table 2 - Relationship Management.

**Part A: Table 2 - Relationship Management**

<b>Level</b>	<b>ACC</b>	<b>Supplier</b>
Client	Recovery Team/Recovery Team Member	ACC Registered Rongoā Māori Service Provider
Relationship and performance management	Relationship Manager - Māori Health Team	Relationship Manager/Practice Manager
Service management	Māori Health Team	Relationship Manager/Practice Manager

**6. ACC REGISTERED RONGOĀ MĀORI SERVICE PROVIDERS (PART B, CLAUSE 8.1.2)**

<b>Provider’s Name</b>	<b>Provider ID Number</b>	<b>Date of Registration</b>

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

**NOTICES FOR ACC TO:**

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

**NOTICES FOR SUPPLIER TO:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (for deliveries)  
 \_\_\_\_\_  
 \_\_\_\_\_ (for mail)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Marked: “Attention: \_\_\_\_\_, \_\_\_\_\_”  
 Phone: \_\_\_\_\_  
 Mobile: \_\_\_\_\_  
 Email: \_\_\_\_\_

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## **B. SERVICE SPECIFICATIONS FOR MATERNAL BIRTH INJURIES RONGOĀ MĀORI SERVICE**

### **BACKGROUND**

ACC recognises rongoā Māori as a kaupapa Māori service. It's culturally grounded care that weaves tikanga Māori, mātauranga Māori, te reo Māori, and te ao Māori through all aspects of the service. We respect that these aspects embrace ngā taonga tuku iho (intergenerational gifts and knowledge handed down from tupuna Māori). ACC expects rongoā practitioners to whakapapa (affirm their connection) to ngā taonga tuku iho.

Rongoā Māori is defined as traditional Māori care and healing. It comprises many different techniques including, but not limited to, mirimiri (bodywork), rākau rongoā (native flora herbal preparations), and karakia (prayer). Rongoā Māori places a stronger emphasis on the value of whānau and spirituality in recovery. Spirituality and whānau connection can be important to an individual's wellbeing. Rongoā Māori can be considered if it supports a client's return to independence. It can lead to recovery through (to name a few benefits) pain management, restoration of physical function, taha hinengaro (psychological wellbeing), taha wairua (spiritual health) and mana motuhake (self-determination).

We're guided by the Waitangi Tribunal's definition from the Ko Aotearoa Tēnei report to define rongoā Māori. This definition covers various traditional Māori healing methodologies, including (but not limited too):

- mirimiri (bodywork)
- whitiwhiti kōrero (support and advice)
- karakia (prayer)

### **1. PURPOSE**

1.1. The purpose of the Service is to enable a pathway that looks to increase positive experience and outcomes for māmā (mother) with a covered maternal birth injury (as the Client) and their whānau, through Rongoā Māori. The pathway will help to provide equitable outcomes for Māori and non-Māori who have experienced a maternal birth injury and deliver culturally appropriate and holistic rehabilitative care.

### **2. SERVICE OBJECTIVES**

2.1 ACC will measure the success of this Service based on the following objectives:

- 2.1.1 Clients are given access to Rongoā Māori Services that restore elements of Te Whare Tapa Whā for Clients with maternal birth injuries including: Taha wairua, Taha hinengaro, Taha tinana, and Taha whānau to meet their needs.
- 2.1.2 Clients achieve a sustainable and meaningful return to work and everyday life.

2.1.3 Clients and their whānau, report positive experiences and overall satisfaction with the Rongoā Māori Services provided.

2.2 The Service Description and specific Objectives for a Maternal Birth Injury, as follows:

### Part B: Table 1 – Rehabilitation Support Services and Objectives

Rehabilitation and Support Services		
Service	Description	Objective
Whakawhānaungatanga  The process of establishing relationships	Connecting, building relationship, including with whānau. Providing support and healing through karakia, spiritual and holistic guidance in treating a maternal birth injury	To establish and build relationships between the Rongoā Māori Service Provider and the Client and their whānau where appropriate.  To establish grounding in te ao Māori and te ao wairua, through karakia.  To provide opportunity to learn about the Rongoā Māori Services, the approach and process in receiving rongoā Māori.  To support in the restoration of te taha wairua, te taha whānau, te taha hinengaro.
Whitiwhiti kōrero  Creating conversations with the wider community	Informational and emotional support, talk therapy, educational awareness, connecting with other health professionals, planning and next steps in treating a maternal birth injury	To identify and document the needs of the Client and whānau where appropriate.  To work collaboratively with the Client to determine the most appropriate pathway to recovery.  To support and connect the Client to other health professionals where appropriate.  To support in the restoration of te taha hinengaro, te taha wairua.
Mirimiri -  Healing - Rehabilitation	Bodywork, alignment, muscle tissue healing, in treating a maternal birth injury	To aid in the physical recovery of a maternal birth injury.  To support in the restoration of te taha tinana, te taha wairua.
Hōmiri	Waiata, pūrākau, tāonga pūoro, sound healing in treating a maternal birth injury	To aid in the recovery of a physical maternal birth injury.  To support in the restoration of te taha hinengaro, te taha wairua

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## Rehabilitation and Support Services

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<p>Wānanga</p> <p><i>Engaging in the process of sharing and reflecting upon current understandings that leads to better outcomes</i></p>	<p>Group Sessions with other birthing parents to wānanga, kōrero, engage in a safe space to share and support in the journey of treating and recovery of a maternal birth injury</p>	<p>To provide a supportive group space which may better suit the needs of some Clients rather than 1:1 session</p> <p>To allow for the opportunity to listen to and share with others in a dedicated space, thereby identifying further scope to recover from their injury.</p> <p>To assist the Client with a rehabilitation plan which may include Linkages to other Rongoā Māori Services.</p> <p>To support in the restoration of te taha wairua, te taha hinengaro.</p>
<p>Telehealth</p>	<p>Therapy advice on managing maternal birth injury symptoms.</p>	<p>To support the Client who are unable to attend an in-person session to continue their healing journey.</p>
<p>Rongoā Māori Assessment Form</p>	<p>Evaluation, Assessment and recording the of client's needs, progress and healing from a maternal birth injury</p>	<p>To evaluate the services the Client receives.</p> <p>To support in the recording of the restoration of te whare tapa whā, including te taha tinana, te taha hinengaro, te taha wairua and te taha whānau</p>

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### 3. SERVICE LOCATION

- 3.1 The Service will be provided in an appropriate location considering the Client's injury and the requirement under this Service Schedule for Rongoā Māori Services.
- 3.2 Rongoā Māori Services may be delivered remotely via telehealth provided the criteria as set out in this Service Schedule is met.
- 3.3 The Supplier must have a Rongoā Māori Service Provider available to deliver the Service within the area(s) specified in Part A, clause 2.

## **4. DIVERSITY AND INCLUSION**

### **4.1 The Supplier will:**

- 4.1.1 Meet all cultural safety practices and guidance, where applicable comply with ACC's cultural safety expectations.
- 4.1.2 Monitor and record whether the Client's needs are being met by the Supplier and use Client evaluations to inform service delivery improvements. For example, evaluate clients' experience of care (such as number of rehabilitations delivered, missed or incomplete appointments, preferred methods) between Māori and/or other ethnicities.
- 4.1.3 Identify and remove barriers to access where possible (e.g. drop-in sessions) to reduce inequalities.
- 4.1.4 Cultivate appropriate organisational and community linkages to inform the Supplier's cultural safety and responsiveness development.

## **5. CLIENT ELIGIBILITY**

### **5.1 Eligibility for Maternal Birth Injury Rongoā Māori Services**

5.1.1 The Service description outlines the Rongoā Māori Services to be provided for Clients with a Maternal Birth Injury. A Client is entitled to the Rongoā Māori Services under this Service Schedule if:

- 5.1.1.1 the Client has suffered a Maternal Birth Injury as defined in the Accident Compensation Act 2001 for which a claim for cover has been accepted, (“Maternal Birth Injury”); and
- 5.1.1.2 the Supplier has Assessed that the Client has a need for the Services to help restore the Clients independence in respect of that Maternal Birth Injury.

5.2 ACC is not liable to pay for Rongoā Māori Services to treat non-injury related conditions and/or pre-existing health related conditions. The Supplier will ensure that all Rongoā Māori Services provided and invoiced to ACC are in accordance with the Accident Compensation Act 2001 for the purposes of directly treating the Client's Maternal Birth Injury.

5.3 All Clients must lodge a claim or have an existing claim to access cover for Maternal Birth Injury. Suppliers will only be funded for Rongoā Māori Services where the Client has an accepted claim that relates to those Rongoā Māori Services.

5.4 Suppliers must offer support to all Clients pursuing cover for their claim throughout the cover process.

## **6. SERVICE COMMENCEMENT**

### **6.1 Referral Process**

- 6.1.1 Clients may self-refer to the Rongoā Māori Services or be referred by other rehabilitation providers (e.g. General Practitioner, Lead Maternity Care), ACC or other agencies.
- 6.1.2 Clients can contact ACC directly, or directly contact the Rongoā Māori Service Provider in their local area.
- 6.1.3 Upon receipt of a referral, the Supplier will respond to the referrer (and ACC where it is not the referrer) with either an acceptance or decline within two Business Days of the date of contact.
- 6.1.4 If accepting the referral, the Supplier will ensure that an appropriate Rongoā Māori Service Provider contacts the Client as soon as practicable.

## **7. SERVICE REQUIREMENTS**

### **7.1 Method of Delivery**

- 7.1.1 The primary method of Service delivery is in-person at the specified location.
- 7.1.2 The Supplier may use Group Sessions as an appropriate method of delivery for the Rongoā Māori Services.
- 7.1.3 Rongoā Māori Services can be delivered by Telehealth, where appropriate and where this is considered to best meet the Client's needs and circumstances.
- 7.1.4 Group education sessions should aim to educate Clients about their injury, its management, and cultural practices.

### **7.2 Telehealth**

- 7.2.1 The Supplier must ensure that Rongoā Māori Services delivered by Telehealth:
  - 7.2.1.1 meet the requirements of the ACC Telehealth Guide;
  - 7.2.1.2 have Client or authorised representative consent (recorded in the client notes), and with the option of an in-person meeting if the Client prefers;
  - 7.2.1.3 be accessible by the Client;
  - 7.2.1.4 be preceded by a full and complete understanding of the Client's needs (and their whānau) and ensure the Rongoā Māori Services are provided safely;

- 7.2.1.5 meet the same required standards of care provided through an in-person consultation;
  - 7.2.1.6 have records that meet ACC requirements; and
  - 7.2.1.7 have both the Client receiving the Telehealth service, and the provider delivering the Telehealth service, physically present in New Zealand at the time the service is provided.
- 7.3 Group sessions
- 7.3.1 Where Wānanga group session Services are provided, the Supplier must ensure the Wānanga group session relates to the covered injury of the Client and is personalised where needed.
- 7.4 Record keeping
- 7.4.1 The Supplier must maintain and ensure every Rongoā Māori Service Provider maintains appropriate Client records to:
    - 7.4.1.1 ensure Client safety;
    - 7.4.1.2 provide continuity of care;
    - 7.4.1.3 communicate with other health practitioners; and
    - 7.4.1.4 provide an accurate record of the Rongoā Māori Services provided.
  - 7.4.2 Rongoā Māori Assessment Form
    - 7.4.2.1 The Supplier is required to complete a Rongoā Māori Assessment Form (ACC8427) (as published on the ACC website) for each Client to be kept on file as part of the Client's records.
      - 7.4.2.1.1 The Supplier will provide the Rongoā Assessment Form to inform ACC of the following:
        - 7.4.2.1.2 completion of all approved Rongoā Māori Services;
        - 7.4.2.1.3 request for additional Rongoā Māori Services (see clause 9 of this Service Schedule); or
        - 7.4.2.1.4 when otherwise requested.
- 7.5 The Supplier will provide Client notes to ACC within five business days when requested by ACC including a brief summary of the Rongoā Māori Services provided.

## **8. SERVICE SPECIFIC QUALITY REQUIREMENTS**

8.1 In addition to the requirements specified in the Standard Terms and Conditions, the Supplier will meet the following requirements:

### 8.1.1 General

8.1.1.1 All Rongoā Māori Services must be delivered with due care, skill and diligence to meet the Client's needs in accordance with:

8.1.1.1.1 Māori customary practices as would be expected under Rongoā Māori;

8.1.1.1.2 the Code of Health and Disability Services Consumers' Rights; and

8.1.1.1.3 ACC's policies and guidelines, where appropriate related to the Rongoā Māori Services

8.1.1.2 The Supplier must be a registered as a Rongoā Māori Service vendor with ACC;

8.1.1.3 Each Rongoā Māori Service Provider must be registered as a Rongoā Māori Practitioner with ACC;

8.1.1.4 The Supplier and each Rongoā Māori Service Provider must complete and submit to ACC an annual ACC Rongoā Māori Services Declaration Form and an annual Children's Worker Safety Checks Declaration Form for all Rongoā Māori Services provided for Maternal Birth Injuries in the manner and timeframe requested by ACC.

8.1.1.5 All Rongoā Māori Services are undertaken with a high degree of cultural capability; and

8.1.1.6 The Supplier and each Rongoā Māori Service Provider must have the equipment and technology necessary to deliver Rongoā Māori Services, including by Telehealth.

### 8.1.2 Rongoā Māori Service Providers must:

8.1.2.1 plan and implement efficient, effective Rongoā Māori Services centred around the Client and their whānau;

8.1.2.2 review the continuation of Rongoā Māori Services and support Clients to achieve a sustainable and meaningful return to work and everyday life;

8.1.2.3 make informed and appropriate decisions about acceptable professional and ethical behaviours;

- 8.1.2.4 maintain professional relationships with Clients and their whānau;
  - 8.1.2.5 record and communicate assessment findings, outcomes and decisions;
  - 8.1.2.6 manage any actual or potential conflict in a proactive and constructive manner;
  - 8.1.2.7 take reasonable steps to continually develop and seek peer support;
  - 8.1.2.8 take responsibility for upholding the integrity of their profession and practices; and
  - 8.1.2.9 recognise situations outside their scope of expertise and take timely action to communicate and collaborate with other health practitioners.
- 8.1.3 Client-Centric Service Delivery
- 8.1.3.1 Rongoā Māori Services are designed to support Client centricity, allowing service delivery to be customised to the specific needs of each Client. The hours the Supplier requests for the different service items are to be based on the specific individual needs and what is appropriate for the Client. Length and frequency of service sessions must be tailored to the Client's needs and invoiced per hour or part thereof depending on actual time spent.
- 8.1.4 Continuity of Service
- 8.1.4.1 The Supplier will ensure that there is adequate Rongoā Māori Service Provider coverage to allow for planned leave, including public holidays.
  - 8.1.4.2 The Supplier will immediately advise ACC if the Supplier is not able to meet these requirements.
  - 8.1.4.3 The Supplier will regularly provide ACC with information regarding Rongoā Māori Service Providers availability, as requested by ACC.
  - 8.1.4.4 Where, for unexpected reasons, the usual Rongoā Māori Service Provider is not available and/or Rongoā Māori Services cannot be delivered, the Supplier will inform the Client and assist the Client to arrange suitable support to meet the Client's needs.

### 8.1.5 Client Safety

8.1.5.1 The Supplier must establish and maintain systems, processes and security screening practices, and collaborate with ACC, to uphold the safety of Clients.

8.1.5.2 The Supplier must immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

8.1.5.3 If ACC receives any information from any source related to the safety of Clients, including in relation to a Rongoā Māori Service Provider, ACC may take steps to investigate. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate a Rongoā Māori Service Provider, all or any part of the Services, or this Agreement.

### 8.1.6 Premises, systems and processes

#### 8.1.6.1 Premises

8.1.6.1.1 The Supplier must specify an address for ACC correspondence and notify ACC immediately if these details change.

8.1.6.1.2 It will be acceptable for the Rongoā Māori Service Providers to use the Supplier's premises to provide Rongoā Māori Services and receive mail.

#### 8.1.6.2 Systems

8.1.6.2.1 The Supplier must have a landline or mobile with messaging and voicemail functions for Clients to access the Rongoā Māori Service. The Supplier must also have a secure internet connection, secure business email address and use specified or approved secure electronic interfaces for interactions with ACC (e.g. RealMe).

8.1.6.2.2 The Supplier must ensure all personal information will be stored securely and be inaccessible to unauthorised people; where held digitally, it will be password protected and regularly backed-up.

- 8.1.6.2.3 The Supplier must ensure all staff and named Rongoā Māori Service Providers take all necessary and reasonable care to protect Client information when it is in transit (e.g. when taking a physical file to an appointment).
- 8.1.6.3 Processes
  - 8.1.6.3.1 The Supplier must have a documented process that comprises both a record of any complaint or dispute and the response(s) taken which includes evidence of appropriate escalations and auditable records.
  - 8.1.6.3.2 Where a required plan or report does not meet ACC quality standards, it will be discussed with the Supplier concerned and, ACC will return it to the Supplier, so they can address any issues raised by ACC with the Supplier directly.
- 8.1.7 Security/Safety screening
  - 8.1.7.1 The Supplier must:
    - 8.1.7.1.1 uphold the safety of Clients by carrying out appropriate security screening/vetting, including Police vetting, for all authorised persons who interact with Clients delivering the Rongoā Māori Services; and
    - 8.1.7.1.2 ensure all Rongoā Māori Service Providers who work with children must complete a Children’s Workforce Safety Check to ensure they are safety checked to the standard required under the Children’s Act 2014 and the Children’s (Requirements for Safety Checks of Children’s Workers) Regulations 2015.
- 8.2 Approval of Rongoā Māori Service Providers
  - 8.2.1 All Rongoā Māori Services delivered under this Service Schedule must be approved by ACC as outlined in the ACC Rongoā Māori Practitioner Registration process.
  - 8.2.2 The Supplier must ensure all Rongoā Māori Service Providers (named in Part A, clause 6 of this Schedule) comply with all qualifications, experience, Security/Safety Screening checks, competency and supervision requirements.

### 8.3 Rongoā Māori Services and Reporting Timeframes

8.3.1 As set out in clause 12 of the Standard Terms and Conditions, when ACC makes a reasonable request for information about the Rongoā Māori Services, the Supplier must give ACC that information. The Supplier must provide all information in a format that ACC can use, and within a reasonable time.

8.3.2 The following table outlines the timeframes and responsibilities for the Rongoā Māori Services reporting:

#### Part B: Table 2 - Service Reporting and Timeframes

Item	Responsibility	Timeframe
Annual ACC Rongoā Māori Services Declaration	Supplier to complete and submit to ACC the ACC Rongoā Māori Services Declaration Form (ACC8428)	Provided to ACC on or before 1 October each year.
Annual ACC Children's Worker Safety Checks Declaration Form	Supplier to complete and submit to ACC the ACC Children's Worker Safety Checks Declaration Form (ACC8001)	Provided to ACC on or before 1 October each year.
Rongoā Māori Assessment Form	Supplier to complete and submit to ACC a Rongoā Māori Assessment Form ACC (ACC8427)	Provided to ACC on request.
Request for Notes	Supplier will provide to ACC	Provided to ACC on request.

## 9. PRIOR APPROVAL OF ADDITIONAL RONGOĀ MĀORI SERVICES

9.1 The Rongoā Māori Services are subject to applicable limits of sessions. If additional Rongoā Māori Service sessions are required, the Supplier must submit a request for Prior Approval of additional Rongoā Māori Services to ACC using the Rongoā Assessment Form and have ACC's prior approval before undertaking any further Services.

9.2 All requests for additional Rongoā Māori Services must be submitted to the Client's recovery team at ACC.

9.3 ACC will not pay for Rongoā Māori Services beyond the applicable Service session limit, unless prior approval is obtained from ACC.

9.4 If ACC pays the Supplier for such Services that are not pre-approved, ACC may recover that payment from the Supplier by deducting the amount overpaid from any future payment owing to the Supplier by ACC.

- 9.5 On request in writing from ACC, the Supplier will provide to ACC in respect of a Client:
- 9.5.1 The client notes and the Request for Prior Approval of Further Rehabilitation form electronically to ACC using the form prescribed by ACC; and/or
  - 9.5.2 the electronic Referral form prescribed by ACC; and/or
  - 9.5.3 any other electronic forms as prescribed by ACC.
- 9.6 The Supplier will ensure that all Client records are completed on a suitable management software system.

## **10. PERFORMANCE ENHANCEMENTS**

- 10.1 The Supplier will monitor and manage the quality and performance of the Rongoā Māori Services by:
- 10.1.1 participating in any peer review opportunities, when requested by ACC;
  - 10.1.2 advising ACC of any issues the Supplier has in relation to the Rongoā Māori Services;
  - 10.1.3 providing a full response to any enquiry or request for information by ACC, when reasonably requested by ACC;
  - 10.1.4 providing the reports outlined in this clause 8.3 (above) or as requested by ACC; and
  - 10.1.5 adhering to any performance monitoring and management recommendations as requested by ACC.

## **11. SERVICE EXIT**

- 11.1 The Service is complete for a Client when:
- 11.1.1 The Client has returned to work and/or their usual activities of everyday life, or
  - 11.1.2 The Client has withdrawn from the Rongoā Māori Service; or
  - 11.1.3 ACC has withdrawn the Client (only in notified cases) from the Service; or
  - 11.1.4 The Client has received all approved Rongoā Māori Services and no further Rongoā Māori Services have been approved; or
  - 11.1.5 The Client is assessed as not being suitable for the Rongoā Māori Services and is referred to the General Practitioner by the Supplier, and, if appropriate, to other rehabilitation Rongoā Māori Services.

## **12. EXCLUSIONS**

- 12.1 The following Rongoā Māori Services are not included in the Maternal Birth Injury – Rongoā Māori Services:
- 12.1.1 Rongoā Māori Services provided through other ACC funding arrangements.
  - 12.1.2 Rongoā Māori Service Provider's travel to and from their residence or normal place of business to another place of their business.

## **13. LINKAGES**

- 13.1 The Supplier will ensure that linkages are maintained with the required Rongoā Māori Services to ensure that Clients experience seamless transitions between related services and concurrent Services are appropriately co-ordinated to achieve required outcomes, such as:
- 13.1.1 Kaupapa Māori Health Services
  - 13.1.2 Midwife (Lead Maternity Care)
  - 13.1.3 General Practitioner
  - 13.1.4 Physiotherapist
  - 13.1.5 Psychiatrist
  - 13.1.6 Psychologist
  - 13.1.7 Counsellor
  - 13.1.8 Obstetrician
  - 13.1.9 Gynaecologist
  - 13.1.10 Community based rehabilitation providers.

## **14. PAYMENT AND INVOICING**

- 14.1 ACC agrees to pay the prices set out in Part A, clause 3 for Rongoā Māori Services provided in accordance with this Service Schedule.
- 14.2 The Supplier must invoice (in hard copy or electronic form) ACC directly for Rongoā Māori Services provided, ACC will not accept invoices from subcontractors of the Supplier or from Rongoā Māori Service Providers (other than the Supplier).
- 14.3 Payments of complying schedules and invoices will be made in accordance with this Service Schedule and will be direct credited into the Supplier's nominated bank account provided the Supplier has complied with all of its obligations under this Service Schedule, and under the Standard Terms and Conditions.

- 14.4 The Supplier will not invoice service item codes RS01, RS02 and RS03 concurrently.
- 14.5 The Supplier may at its discretion receive a Koha from the Client for the Services provided.

## 15. HEALTH AND SAFETY

- 15.1 In addition to the requirements in clause 8.16 of the Standard Terms and Conditions, the Supplier will ensure that:
- 15.1.1 A risk management plan is in place to manage any identified risks that face the Supplier's staff and Clients.
- 15.1.2 Health and Safety training is given to all employees and Service Providers to ensure that they are able to carry out their roles safely.
- 15.1.3 All health, safety and security risks or incidents are reported in writing using the procedure on ACC's website: [www.acc.co.nz/for-providers/report-health-safety-incidents](http://www.acc.co.nz/for-providers/report-health-safety-incidents).

## 16. DEFINITIONS AND INTERPRETATION

- 16.1 In this Agreement, unless the context otherwise requires:

**“Assessed /assessment”** means an assessment carried out and documented by a suitably qualified Rongoā Māori Service Provider for the purposes of determining the need for the appropriate care under this service schedule.

**“Client”** means any person who ACC has accepted as eligible for cover for personal injury under the Accident Compensation Act 2001.

**“In-person”** means the provider and client are physically present in the same room.

**“Koha”** means gift, present, offering, donation, contribution - especially one maintaining social relationships and has connotations of reciprocity.

**“Maternal Birth Injury”** means the definition provided in the Accident Compensation Act 2001 and referred to in Part B, clause 5.1 of this service schedule.

**“Rongoā Māori”** means the definition provided in Part B, Background of this Schedule.

**“Rongoā Māori Service Provider”** means a person who is registered with ACC as Rongoā Māori Practitioner and named in Part A, section 6, to deliver the services under this service schedule.

**“ACC Rongoā Māori Practitioner”** means a person who is authorised by ACC to undertake the Rongoā Māori Services.

**“Supplier”** means the named Service provider who has the overall responsibility and accountability for services delivered to Clients; and, updating of records and reporting as set out under this schedule. Rongoā Māori Service Providers are accountable to the Supplier; and Supplier is responsible for all Rongoā Māori Service Providers that sub-contract to them. Where requirements are noted for Rongoā Māori Service Providers, the Supplier is ultimately responsible.

**“Standard Terms and Conditions”** means ACC’s Contract for Services terms between ACC and the Supplier. The Supplier is appointed to deliver the Services described in this Service Schedule that forms part of the Contract for Services. The Standard Terms and Conditions for providing a service applies to all health contracts and is available on ACC’s website. <https://www.acc.co.nz/home/standardTermsandConditions>.

**“Telehealth”** means the use of information or communication technologies to deliver health care when clients and care providers are not in the same physical location. For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes electronic messaging, e.g. texts and emails. A Telehealth consultation is to replace an in-person visit, it does not include a quick triage or check-in phone calls (unless specified).

**“Te taha wairua”** means spiritual wellbeing.

**“Te taha whānau”** means family wellbeing.

**“Te taha hinengaro”** means the expression of thoughts and feelings of our mind, heart and conscience.

**“Te taha tinana”** is your physical wellbeing. It is about how your body grows, feels and moves, and how you care for it.

**“Pūrākau”** means storytelling, is an ancient form not just of transmitting ideas but of creating shared meaning and thus identity.

**“Tāonga pūoro”** means traditional Māori musical instruments.

**“Te whare tapa whā”** means the four cornerstones (or sides) of Māori health.

**“Whānau”** means family, relatives and friends of the Client.