

SERVICE SCHEDULE FOR COMMUNITY REHABILITATION SERVICES FOR SENSITIVE CLAIMS

CONTRACT NO: CAR###

A. QUICK REFERENCE INFORMATION

1 TERM OF THIS AGREEMENT FOR THE PROVISION OF COMMUNITY REHABILITATION SERVICES FOR SENSITIVE CLAIMS

The Term for the provision of Community Rehabilitation Services for Sensitive Claims Services is the period from the date of signing (“Commencement Date”) until the close of 30 November 2019 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2 SPECIFIED AREA AND SERVICE LOCATION

XXX

3 TABLE OF NAMED TEAM MEMBERS

Team Member	Profession	Professional Organization and/or APC Number

4 SERVICE ITEMS AND PRICES

Table 1 - Service Items and Prices

Service Code	Service Level	Description	Price (excl GST)	Pricing Unit
CR10	Pre-referral	Pre referral assessment will include, report and attendance at case conference	\$541.47	per Client
CR05	Level 5	Community Setting with Intensive Rehabilitation	\$194.19	per day

Table 2 - Travel codes for Community Rehabilitation

Service Code	Service Level	Service Item Definition	Price (excl GST)	Pricing Unit
CRTD10	Distance	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> • for return travel via the most direct, practicable route; and • where the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC)</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one Client (ACC and/or non-ACC) then invoicing is on a</p>	\$0.62	Per Km

Service Code	Service Level	Service Item Definition	Price (excl GST)	Pricing Unit
		pro-rata basis.		
CRTA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> requested by ACC to travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services; and air travel is necessary and has been approved by ACC <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives services then invoicing is on a pro-rata basis</p>	Actual and Reasonable	Per Trip
CRAC	Accommodation	<p>Payable when a Supplier has been requested by ACC to provide Services in an outlying area that is not the Supplier's usual area of residence or practice and overnight accommodation is necessary. ACC will pay actual and reasonable accommodation costs of up to a maximum of \$225.00 plus GST per day with prior ACC Claims Manager approval and receipts provided.</p> <p>Hotels – Maximum of \$150.00+ GST per night</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$75.00 + GST per 24 hour period where overnight is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	Actual And Reasonable	Per Stay

5 RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier	Frequency
Client	ACC Client Service Staff	Individual staff or operational contact	
Branch	Branch Manager	Operational contact	
Region	Designated Supplier Manager		
Account Management			

6 ADDRESSES FOR NOTICES

NOTICES FOR ACC TO:

ACC Health Procurement (for delivery)

Justice Centre

19 Aitken Street

Wellington 6011

ACC Health Procurement (for mail)

P O Box 242

Wellington 6140

Marked: "Attention: Procurement Specialist"

Phone: 0800 400 503

Email: health.procurement@acc.co.nz

NOTICES FOR SUPPLIER TO:

Legal Name (for delivery)

Physical Address 1

Physical Address 2

Physical City

Legal Name (for mail)

Postal Address 1

Postal Address 2

Postal Address 3

Marked: "Attention:"

Phone:

Email:

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B. SERVICE SPECIFICATIONS FOR COMMUNITY REHABILITATION SERVICES FOR SENSITIVE CLAIMS

1. SERVICE PURPOSE

The Supplier agrees to provide Community Rehabilitation Services to Sensitive Claims Clients to assist in restoring their independence to the maximum extent practicable and to ameliorate the effects of mental injury as defined in Section 79 of the AC Act.

2. OBJECTIVES

The key objectives of Community Rehabilitation Services to Sensitive Claims Clients are to enable them to achieve and maintain their Rehabilitation Services for Sensitive Clients including:

- 2.1. the provision of assistance that helps the Client regain, acquire, or use the skills necessary for that degree of mental, physical, social, and vocational function that will enable them to lead as normal a life possible having regard to the consequences of their personal injury;
- 2.2. assisting the Client to undertake the activities of daily living to the greatest extent possible having regard to the consequences of their injury;
- 2.3. providing rehabilitation in a manner consistent with each Client's culture; and
- 2.4. providing a comprehensive, flexible, multidisciplinary and coordinated approach to Client rehabilitation.

3. KEY SERVICE COMPONENTS

3.1. Service location

- 3.1.1. The Supplier will provide Rehabilitation Services at the location specified in Part A, clause 2 or at an alternative location negotiated with the Case Owner and the Client prior to Service delivery.

3.2. Service delivery times

- 3.2.1. For Service Level 5, Rehabilitation Services will be available during normal Working Hours with Client access to support and advice to be provided by the Supplier and available on a 24 hour, 7 days a week basis.

4. SERVICE COMMENCEMENT

4.1. Eligibility criteria

- 4.1.1. A person is entitled to Rehabilitation Services under this Agreement if:
- 4.1.2. The person has suffered a Mental Injury accepted for cover under the AC Act, and the applicable Services are required in respect of that Mental Injury; and
- 4.1.3. The criteria for community intensive rehabilitation are met and the Sensitive Claims Unit is satisfied that the Client meets these criteria. The criteria are as follows:
 - 4.1.3.1. An accepted and validated ACC Claim confirmed at the Sensitive Claims Unit;

- 4.1.3.2. A demonstrated mental injury (using a recognised classification model) defined as “a clinically significant cognitive, behavioural or psychological dysfunction” in accordance with section 27 of the AC Act; and where the sexual abuse or sexual assault was a substantial or a material cause of the injury (a causal link);
- 4.1.3.3. Non-improvement with outpatient treatment and/or persistent concerns regarding safety of the Client or others;
- 4.1.3.4. A serious psychological injury, described as:
 - High degree of permanent psychological impairment with danger to self or others
 - High degree of permanent psychological impairment – high risk of exploitation, but no danger to self or others
 - High degree of psychological impairment with danger to self or others
 - High degree of psychological impairment – high risk of exploitation, but no danger to self or others
 - Medium/High degree of psychological impairment and;
- 4.1.3.5. An independent psychiatric report received by the Sensitive Claims Unit, clearly establishing the above criteria with a justification as to the need for community intensive rehabilitation including psychotherapy. The report shall address:
 - the level of the Client’s social functioning, family relationships, self-esteem, recovery from dissociative tendencies, ability to work and/or contribute to society;
 - the existence of a demonstrated mental injury as defined in section 27 of the AC Act;
 - the existence of substance or alcohol abuse;
 - whether the sexual abuse or sexual assault was a substantial or a material cause of the injury (a causal link) ;
 - treatment history to date and the effectiveness of this treatment;
 - what current treatment the Client requires;
 - should the treatment be provided on an inpatient or outpatient basis;
 - what are the timeframed outcomes/goals that the Client would gain from community intensive rehabilitation and;
 - a recommendation as to the length of community intensive rehabilitation required to achieve the outcomes/goals.

4.2. Pre referral assessment

- 4.2.1. The Sensitive Claims Unit (SCU) case owner will engage with the Supplier about the appropriateness of the Client requiring CAR Services from that particular Supplier.
- 4.2.2. The case owner and the Supplier will discuss the Client’s needs and consider whether it is beneficial for the Supplier to meet the Client and current treatment providers (i.e. community counsellor and/or GP¹) working with the Client to assess whether CAR would be appropriate.
- 4.2.3. Agreement between the SCU and the Supplier must be made prior to the CR10 service and will not guarantee a formal referral will be made for CAR services.

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

- 4.2.3.1. The CR10 service will cover the costs for up to two people to attend a case conference from the Supplier's organisation with the Client and current community treatment providers, and a report back to ACC stating whether CAR would be appropriate and why.
- 4.2.3.2. This pre report will be sent to the independent psychiatrist to consider as stated above. Transportation for two people to attend a case conference from the Supplier's organisation will be covered by CRT10, CRTA1 and/or CRAC.

4.3. Referral process

- 4.3.1. The Supplier has received a Referral from the Sensitive Claims Unit, requesting it to provide Rehabilitation Services for the Client. The Referral will include:
 - 4.3.1.1. Claim number, Client and Case Owner name;
 - 4.3.1.2. The pre referral assessment report written by the Supplier;
 - 4.3.1.3. A full assessment report written by an independent psychiatrist confirming that the Client meets ACC's specifications for access to this service;
 - 4.3.1.4. A recommendation regarding the Service Level (as outlined in clause 5 below) required for the Client; and
 - 4.3.1.5. The Client's Cover Report or equivalent document; and
 - 4.3.1.6. The Case Owner's recommendations as to the length of treatment, rehabilitation objectives and timeframed outcomes/goals.
 - 4.3.1.7. A Client Consent for the Collection and Release of Information Form
 - 4.3.1.8. Any other relevant details and reports.

5. SERVICE LEVEL DESCRIPTION

The following is a description of the Service Level that will be provided. A more detailed description of each Service component is provided in clause 6 below.

5.1. Community Setting with Intensive Rehabilitation – Service Level 5

General Description and Expected Rehabilitation Outcome

On the basis of an independent assessment, these Clients require intensive rehabilitation in a community setting based on each Client's Initial Assessment and Rehabilitation Plan.

Services Included	Expected Input Levels
Medication	To be provided by a registered medical practitioner as required
Development and Review of Initial Assessment and Rehabilitation Plan	Up to 10 hours initially then up to 1 hour per week for review
Individual Counselling	Up to 2 hours per day
Groupwork Counselling	Up to 4 hours per day
Progress Reports	To be provided to the ACC Case Manager every two months
Day Programme	Up to 4 hours per day
Team Co-ordination	To be provided as required
Emergency Phone Line Access	24 hours a day
Transport	To be provided as required and pending approval of the case manager.

6. DETAILED SERVICE DESCRIPTION

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

6.1. Supervision

The Supplier will ensure that Clients are supervised and secure to the level required, and that each Client's location is known at all times while in the care of the Supplier.

In the event of a missing Client, the Supplier shall allow twenty minutes to conduct a search on the premises, then phone the police after twenty minutes if the missing Client has not been located, and notify the Case Owner as soon as possible. An exception report, outlining the events that occurred, must be sent to the Case Owner as soon as possible.

6.2. Medication

The Case Owner will ensure the Supplier receives details of the Client's injury, psychiatric and medical history, and any current medication requirements.

Any additional medication may only be prescribed by registered medical practitioners in acute situations and in accordance with the Client's Initial Assessment and Rehabilitation Plan.

The Supplier will ensure that all Clients on medication will be regularly monitored for therapeutic response and side effects. Where medication is not producing the desired response or is associated with significant side effects, the Supplier will discontinue the medication following consultation with a registered medical practitioner and notify the Client's general practitioner of any medication alterations.

The Supplier will have written and implemented protocols that ensure each Client's medications are supplied and administered safely, and that reflects the guidelines outlined in the Ministry of Health Booklet "Safe Management of Medicines."

The Supplier will liaise closely with the Case Owner and care givers regarding the provision, monitoring and effects of medication.

6.3. Team Co-Ordination

The Supplier will appoint a staff member to act as team coordinator for each Client.

This Service involves:

- 6.3.1. The co-ordination of the multi-disciplinary team;
- 6.3.2. Liaison with the Client and the Case Owner
- 6.3.3. The practical day-to-day operation and management of Initial Assessment and Rehabilitation Plan;
- 6.3.4. The administration of practical requirements for the Client in consultation with the Case Owner such as travel, and communication with ACC contracted home based rehabilitation providers, community nursing providers, and vocational rehabilitation providers;
- 6.3.5. Appropriate referrals to other treatment providers for the prevention and recognition and treatment of co-morbid disorders in consultation with the Case Owner;
- 6.3.6. Provision of information and co-ordination with the Case Owner and other ACC contracted providers as determined by the Case Owner;

- 6.3.7. Client and family/whanau education; and
- 6.3.8. Comprehensive discharge planning aimed at a smooth transition to the community, and at continuity of care to promote social reintegration and resumption of roles in the home, family/whanau and the community in consultation with the Case Owner.

6.4. Transport

From time to time, the Supplier may determine that a Client requires return transportation from the location specified in Part A, clause 2, to either the Client's place of residence or to a provider of another health related service, for example a contracted provider of Short Term Residential Crisis Care (Service Level 4).

The Supplier may arrange for such transportation at ACC's expense where the transportation needs meet the criteria specified in the Accident Compensation (Ancillary Services) Regulations 2002 or if prior approval has been obtained from a Case Owner. Where transport is required in emergency situations or outside the working hours of the Case Owner, the Supplier may arrange transport for the Client, and inform the Case Owner of this as soon as possible.

6.5. Development and Review of Initial Assessment and Rehabilitation Plan

This Service will include:

- 6.5.1. A comprehensive assessment of the Client by the Supplier including review of available documentation provided by the Case Owner;
- 6.5.2. Liaison with the Case Owner and other health care professionals involved with the Client;
- 6.5.3. Development of rehabilitation objectives, measures and expected timeframes;
- 6.5.4. Development of a plan for rehabilitation services, in 8 week periods, which specifies number of hours needed with each Team Member for Individual Counselling, Groupwork Counselling and Day Programme, and which addresses the Client's medical, psychological, family and social needs;
- 6.5.5. Obtaining signed agreement of the Initial Assessment and Rehabilitation Plan with the Client and the Case Owner; and
- 6.5.6. Making provisions for Client, Supplier, and community safety.
- 6.5.7. The Initial Assessment and Rehabilitation Plan will be reviewed by the multi-disciplinary team on a weekly basis, and will be adapted in consultation with the Client and the ACC Case Owner to reflect the changing needs of the Client as required.

6.6. Individual counselling

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

- 6.6.1. intensive counselling
- 6.6.2. cognitive-behavioural management
- 6.6.3. neuropsychological therapy
- 6.6.4. clinical psychological interventions
- 6.6.5. psychiatric interventions
- 6.6.6. psychotherapy

6.7. Groupwork counselling

6.7.1. The purpose of Groupwork Counselling is to maximise the Client's independence in daily living and encourage the development of personal boundaries, empathy, group cohesiveness, interpersonal learning, self-disclosure, emotional expression, commonality and reality testing.

6.7.2. Groupwork Counselling will be age, gender and culturally appropriate and will include:

- 6.7.2.1. goal setting, re-assessment of goals and progress discussions;
- 6.7.2.2. a forum to discuss and address issues arising from sexual abuse;
- 6.7.2.3. the provision of information regarding sexual abuse and its consequences;
- 6.7.2.4. group training in the following areas where appropriate:
 - anger management
 - communication
 - motivation
 - assertiveness
 - social skills
 - sexuality

6.8. Day programme and community reintegration

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

6.8.1. Activities which promote community reintegration and training for independent living in:

- 6.8.1.1. financial management
- 6.8.1.2. health care
- 6.8.1.3. home management
- 6.8.1.4. hygiene care
- 6.8.1.5. meal preparation
- 6.8.1.6. mobility
- 6.8.1.7. safety management
- 6.8.1.8. shopping skills
- 6.8.1.9. use of public transport
- 6.8.1.10. networking to ensure the Client has social supports in place on discharge
- 6.8.1.11. educational skills such as communication training
- 6.8.1.12. establishment of normative routines.

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

6.9. Progress Reports

This Service involves the provision of Progress Reports for the Client to the Case Manager every eight weeks or earlier as requested by the Case Owner. Information in the Progress Report will include:

- 6.9.1. Client name, claim number, and date of birth
- 6.9.2. Current Service Level

- 6.9.3. Confirmation that the Progress Report has been based on a multi disciplinary consultation and there have been opportunities provided to the family/whanau for input into this Progress Report.
 - 6.9.4. Description of progress towards both lower level functional rehabilitation outcome(s) and the rehabilitation outcomes defined in the Initial Assessment and Rehabilitation Plan, and explanation of any variance to these.
 - 6.9.5. Details of, and reasons for, any amendments to the Initial Assessment and Rehabilitation Plan.
 - 6.9.6. Advice regarding any recommended change to the existing Service Level, and if so, what this new Service Level should be.
 - 6.9.7. Advice of the remaining duration of the Initial Assessment and Rehabilitation Plan left to run until next Progress Report and if applicable, the focus of the next period of rehabilitation, including timeframed outcomes/goals.
 - 6.9.8. Any other clinically relevant concerns or information.
- 6.10. Completion Reports
- 6.10.1. This Service involves the provision of a Completion Report two weeks prior to the completion of the Rehabilitation Services. Each Completion Report must contain the following information for each individual Client:
 - 6.10.1.1. Client name and claim number
 - 6.10.1.2. Detailed plans regarding the Client's discharge from the service
 - 6.10.1.3. Client's rehabilitation outcomes/goals at the beginning of the Rehabilitation Services;
 - 6.10.1.4. Client's feedback on their achievement of these outcomes/goals;
 - 6.10.1.5. Supplier's feedback on the Client's achievement of these outcomes/goals;
 - 6.10.1.6. Any other achievements the Client has made during, or as a result of the Rehabilitation Services; and
 - 6.10.1.7. Recommendations for future rehabilitation.
 - 6.10.2. A Copy of the Completion Report must be sent to the Case Owner, the Client's GP, and/ the Client's family if appropriate.
- 6.11. Occurrence of an Exception
- 6.11.1. An Exception is where an incident has occurred that:
 - 6.11.1.1. is clearly outside accepted rehabilitation practices. The occurrence may be notified by the Client or another person e.g. staff member, member of the public or family; or
 - 6.11.1.2. is of an unacceptable risk to the safety and security of the Client or another party involved in Service provision; or
 - 6.11.1.3. has the potential to become high profile or attract media/advocacy group attention; or
 - 6.11.1.4. Is any other situation that ACC should reasonably expect to be advised about.
 - 6.11.2. Incidents may include (without limitation):
 - 6.11.2.1. Death of Client; or
 - 6.11.2.2. Abuse/Assaults on Supplier staff or fellow patients (verbal, physical or sexual) by a Client; or
 - 6.11.2.3. Media reports illustrating a Clients situation; or

- 6.11.2.4. A Significant Complication requiring Transfer of Care; or
- 6.11.2.5. Breach of house rules that may result in the Client being removed from the facility; or
- 6.11.2.6. The Client leaving the facility without permission (Client is absent without leave); or
- 6.11.2.7. The Client being admitted to hospital for psychiatric or medical treatment; or
- 6.11.2.8. Any other events that would indicate that the Client may be a safety and security risk to themselves or others.

6.12. Exception Report

- 6.12.1. If an Exception occurs, the Supplier will:
- 6.12.2. verbally notify the Case Owner within 24 hours of the Exception occurring, except where this occurs outside a Working day, in which case the Supplier must notify the Case Owner on the following Working day, and
- 6.12.3. within 2 Working days, send a written report to the Case Owner which identifies the Client and describes the nature of the Exception and subsequent steps taken by the Supplier (including any Transfer of Care).

7. TIMEFRAMES FOR THE PROVISION OF SERVICES

- 7.1. The Supplier must acknowledge a request for a pre referral assessment within 2 working days of contact from the Sensitive Claims Unit;
- 7.2. The Supplier must submit the pre referral assessment report to the Sensitive Claims Unit within 5 Working Days after attending the case conference;
- 7.3. The Supplier must acknowledge a Referral for Rehabilitation Services within 2 Working Days of receipt of the Referral;
- 7.4. The Supplier must submit the Initial Assessment and Rehabilitation Plan to the ACC Case Owner within 28 days of a Client's admission to the Community Intensive Rehabilitation Service;
- 7.5. Rehabilitation Services must be completed within the timeframes described in the Initial Assessment and Rehabilitation Plan;
- 7.6. A Progress Reports must be provided to ACC after eight weeks and/or on request by the Client's Case Owner as required, and must contain the details set out in Part B, clause 6.9 and such other details as would normally be provided as a matter of good practice;
- 7.7. In conjunction with the Progress Report provided to ACC after the first eight week treatment period, the Supplier and the ACC Case Owner are responsible for ensuring that an external review by an independent psychiatrist is conducted (except in the case of Level 1 where applicable);
- 7.8. Where Rehabilitation Services extend beyond 26 weeks (from the first day of admission to the program), the Supplier and the ACC Case Owner are responsible for ensuring that an external review by an independent psychiatrist is conducted (except in the case of Level 1);
- 7.9. The ACC Case Owner may extend the time of an agreed part of the Rehabilitation Services by negotiation and agreement with the Client and the Supplier in order to better meet the Client's rehabilitation objectives and time framed outcomes/goals;

- 7.10. A Progress Reports must be provided to ACC eight weeks after the external review by an independent psychiatrist is conducted and/or on request of the Client's Case Manager as required, and must contain the details set out in Part B, clause 6.9 and such other details as would normally be provided as a matter of good practice;
- 7.11. Completion reports must be provided to ACC two weeks prior to the completion of Rehabilitation Services and on request of the Client's Case Manager as required, and must contain the details set out in Part B, clause 6.10 and such other details as would normally be provided as a matter of good practice.

8. EXIT FROM SERVICE

- 8.1. In all cases the ACC Case Owner must approve the exiting of the Service or Service Level, and appropriate documentation must be completed by the Supplier (eg: Referral and Completion Reports) and received by ACC within the relevant timeframes.
- 8.2. The Rehabilitation Services that ACC purchases from the Supplier for a Client end:
 - 8.2.1. When Progress reports indicate that the expected rehabilitation outcomes have been met and an intensive rehabilitation programme is no longer necessary; or
 - 8.2.2. When the Client's needs alter to the point where a Service Level not offered by the Supplier is required as indicated by Progress Reports and as agreed to by the Case Owner; or
 - 8.2.3. When the Supplier has completed the Rehabilitation Services outlined in the Initial Assessment and Rehabilitation Plan and forwarded the Client's Completion Report to ACC; or
 - 8.2.4. When an independent psychiatrist's report obtained by ACC identifies that the Client no longer needs the current Service, or identifies that the Service required does not relate to the injury covered by ACC; or
 - 8.2.5. Within seven Working days of a written request by the Case Owner for the Client to exit the Services; or
 - 8.2.6. When the Client chooses to leave the programme voluntarily; or
 - 8.2.7. Upon the death of a Client.
- 8.3. For the Client, the situations described in clause 8.2 above may involve a complete exit from Rehabilitation Services, or exit from Service Level 5 resulting in a transfer to another Supplier.

9. SERVICE QUALITY REQUIREMENTS

- 9.1. Specified Supplier Team Members
 - 9.1.1. Names

The Supplier will utilise the services of only the Named Team Members listed in Part A, clause 3, in the course of providing Rehabilitation Services for Sensitive Claims Clients who meet the eligibility criteria described in Clause 1.
 - 9.1.2. Addition of Team Members

The Supplier may, at any time during the Term of this Agreement, make a written request to the recipient of notices for ACC as specified in Part A, Clause 6 that a suitably qualified health professional be added to the list of Named Team Members. The Supplier will seek ACC's agreement before the proposed Named Team Member has contact with Clients.

ACC may in its sole discretion accept or decline each such request, by providing written notification to the Supplier. Written notification from ACC will be provided with 5 Working days of the receipt of the written request from the Supplier. Agreement to such a request may be made subject to conditions.

If a request is accepted under this clause, the treatment Supplier shall be deemed added as a Named Team Member from the date of ACC's written notification to the Supplier.

9.1.3. Removal of Named Team Members

The Supplier may, at any time during the Term of this Agreement, provide written notification to the recipient of notices for ACC as specified in Part A, Clause 6 that a Named Team Member is to be removed from this Agreement. The Named Team Member shall be deemed to be removed from this Agreement five Working days after receipt of the Supplier's notice by ACC.

ACC may, at any time during the Term of this Agreement, provide written notification to the Supplier that a Named Team Member is to be removed from this Agreement. The Named Team Member shall be deemed to be removed from this Agreement five Working days after receipt of ACC's notice by the Supplier. ACC shall not issue such a notice arbitrarily.

9.1.4. Notwithstanding any of the provisions in clause 9.1.2, any person who is an employee of the Supplier is deemed to be a Named Team Member; and is deemed to be added to the list in Part A, clause 3; and is permitted to provide services to ACC Clients. The Supplier will give written notice to ACC of the name of any person who becomes a Named Team Member within five (5) working days of that person starting provision of services.

9.2. Team member professions

The Supplier will utilise the Services of only the Team Members named in Part A, clause 3 in the course of providing Rehabilitation Services for Sensitive Claims Clients who meet the eligibility criteria describe in Part B, Clause 4.1.

Team Members are required to have experience and recognised expertise in the field of sexual trauma work;

Team Members are required to possess qualifications, and make contributions to Clients' rehabilitation in accordance with the applicable category specified below:

Supplier Member Speciality	Team	Qualification And Registration Details	Role In Provision Of Rehabilitation Services
Psychiatrist		<ul style="list-style-type: none"> • Bachelor's degree in Medicine and Psychiatry • Registered under the Medical Practitioners Act with vocational registration as a Psychiatrist • Hold a current Annual Practising Certificate • Fellow of the Royal Australian New Zealand 	<ul style="list-style-type: none"> • Assess the impact that the mental health disorder is having upon the rehabilitation of the Client • Advise the Supplier Team on the mental health disorders so to minimise their negative effect on rehabilitation • Provide a psychiatric overview • Input to clinical formulation

Supplier Member Speciality	Team	Qualification And Registration Details	Role In Provision Of Rehabilitation Services
		<ul style="list-style-type: none"> College of Psychiatrists or a member of the Institute of Australasian Psychiatrists Incorporated Experienced in mental health disorders related to sexual abuse trauma 	<ul style="list-style-type: none"> Provide psychosocial rehabilitation advice Medication advice relating to sexual trauma related psychiatric diagnoses
Clinical Psychologist		<ul style="list-style-type: none"> Masters or Bachelor Honours Degree in Psychology Postgraduate Diploma of Clinical Psychology Registered under the Psychologists Act Registration and Annual Practising Certificate from the New Zealand Psychology Society, the NZPsS Institute of Clinical Psychology or the New Zealand College of Clinical Psychologists 	<ul style="list-style-type: none"> Provides specialist diagnostic and functional assessments Provides consultation to Supplier Team regarding cognitive and behavioural capacities and limitations Plans, initiates, monitors, and evaluates specialised psychological interventions to stabilise symptoms Carries out psychometric testing Input to clinical formulation Provides psychosocial rehabilitation advice Provides psycho-educational interventions
Psychotherapist		<ul style="list-style-type: none"> Relevant tertiary qualification and/or health professional registration Postgraduate training in a school of psychotherapy accepted by the New Zealand Association of Psychotherapists Registration and Annual Practising Certificate from the New Zealand Association of Psychotherapists or the New Zealand Association of Child and Adolescent Psychotherapists. 	<ul style="list-style-type: none"> Provides consultation to the Supplier Team regarding the Client's intrapsychic and interpersonal needs and capacities Plans, initiates, monitors and evaluates specialised psychotherapeutic interventions Provides a safe environment for the Client to explore the sexual abuse events and intrapsychic consequences, and express the associated affective-cognitive content Uses the therapeutic relationship to enable the Client to examine and change interpersonal functioning within his/her family and community Input to clinical formulation Provides psychosocial treatment advice Provides specific advanced psychotherapeutic interventions relating to clinical diagnosis
Programme Co-ordinator (may be one of the above)		<ul style="list-style-type: none"> An administrator with knowledge of the Mental Health Sector and of 	<ul style="list-style-type: none"> Arranges initial interviews Liaison with ACC, Client's family/whanau and others

Supplier Member Speciality	Team	Qualification Registration Details	And	Role In Provision Of Rehabilitation Services
therapists)		psychodynamic principles		<ul style="list-style-type: none"> • Co-ordinates the various Team Members • Documents the interdisciplinary reports

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

Supplier Member Speciality	Team	Qualification Registration Details	And	Role In Provision Of Rehabilitation Services
General Medical Practitioner		<ul style="list-style-type: none"> • Bachelor degree in Medicine and Surgery • Hold a current Annual Practising Certificate • Fellow of the Royal College of General Practitioners 		<ul style="list-style-type: none"> • Provide a general medical overview • Provide diagnostic advice • Provide medical treatment advice relating to somatic complaints • Enhance the rehabilitation effort by advising the Team as to whether medical conditions suffered by the Client may interfere with the rehabilitation process
Registered Nurse		<ul style="list-style-type: none"> • Hold a current Annual Practising Certificate • Mental health and/or sexual abuse expertise 		<ul style="list-style-type: none"> • Diagnosis of care needs • Development of community based personal care plan • Co-ordinates and provides the implementation of personal care in dialogue with the Case Owner
Registered Occupational Therapist		<ul style="list-style-type: none"> • Hold a current Annual Practising Certificate • Mental health and/or sexual abuse expertise 		<ul style="list-style-type: none"> • Time structuring and independent living needs assessment • Development of an independent living plan • Specific provision of occupational therapy interventions
Social Worker		<ul style="list-style-type: none"> • Hold a tertiary qualification in Social Work • Member of the Aotearoa New Zealand Association of Social Workers • Hold a current Certificate of Competence from the Aotearoa New Zealand Association of Social Work 		<ul style="list-style-type: none"> • Provides consultation to the Supplier Team regarding the social resource needs required by the Client to support the rehabilitation • Plan, initiates, monitors, and evaluates social work interventions • Assesses Client social resource needs • Develops social work plan • Co-ordination of resources from the Client's wider social and community networks
Cultural		<ul style="list-style-type: none"> • Knowledge and experience 		<ul style="list-style-type: none"> • Cultural treatment advice

Supplier Member Speciality	Team	Qualification Registration Details	And	Role In Provision Of Rehabilitation Services
Consultants		of the personal and social impact of sexual abuse within the specific cultural context, and culturally relevant modes of rehabilitation.		<ul style="list-style-type: none"> • General advice relating to impacts of standard treatments given on the cultural system of the Client

9.3. Competency levels

The Supplier will ensure that all Team Members are competent, appropriately experienced, trained and qualified to provide Rehabilitation Services for Sensitive Claims Clients who meet the eligibility criteria describe in Clause Part B, 4.1.

The Supplier will have in place a system that identifies and monitors competency levels, training needs and compliance with training requirements by Team Members to ensure that all requirements contained in this Agreement are met.

9.4. Supervision

The Supplier must ensure that Team Members have access to ongoing, regular supervision external to the named Team Members, by an approved supervisor at all times when providing Rehabilitation Services to a Sensitive Client.

9.5. Training

The Supplier shall ensure that all Team Members who provide Rehabilitation Services for Sensitive Claims will have satisfactorily completed recognised courses to develop the interpersonal and practical skills and psychological knowledge necessary for the competent provision of Services. The Supplier will provide additional courses and training when necessary to refresh and update Team Member skills and knowledge.

10. CONTRACT MONITORING REPORTING REQUIREMENTS

10.1. Report purpose

The purpose of this report is to monitor the progress and quality of service delivery under this Agreement in terms of results against expected performance. Results are to be sent to ACC within 5 Working days after the end of each three month period with the first report due on February 28th, May 31st, August 31st and November 30th each calendar year.

10.2. Report information

Each report must include the following information in respect of each Client to whom Services have been provided during the period being reported on:

10.2.1. Claim number

10.2.2. Date of referral accepted

10.2.3. Service level currently being received (if applicable)

10.2.4. Service status: for example

10.2.5. Pre referral assessment

10.2.6. New referral

10.2.7. Initial 28 Days

10.2.8. Assessment plan completed

- 10.2.9. Rehabilitation Commenced
- 10.2.10. Completion report submitted
- 10.2.11. Completion Date (if applicable) or Anticipated Completion Date

11. KEY WORKING RELATIONSHIPS

- 11.1. The Supplier will demonstrate effective working relationships with a broad range of health and disability services including, but not limited to:
 - 11.1.1. Specialist assessment and rehabilitation services
 - 11.1.2. ACC Case Managers
 - 11.1.3. Victim support programmes
 - 11.1.4. Maori liaison services
 - 11.1.5. Other ethnic and community health providers
 - 11.1.6. NZ Police
 - 11.1.7. CYFS
 - 11.1.8. Employers
 - 11.1.9. GP Services

12. DEFINITIONS

In this Agreement, under the context otherwise requires:

“Completion Report(s)” means a final summary report on the Client’s Services received and physical and mental condition at the end point of care, as more particularly described in Part A, clause 6.10;

“Cover Report(s)” means the initial report containing claim information (ACC 290) which is sent to the Sensitive Claims Unit with the ACC45 form together with the ACC 291 or 292 (8 week) Report which are used to determine cover for a potential Client;

“Health Professional Authority” means any authority or body that is empowered by or under any Law, or the rules of anybody or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of health or disability Services;

“Initial Assessment and Rehabilitation Plan” means a plan that provides rehabilitation to a Client to enable that Client to lead as normal a life as possible, having regard to the consequences of his or her personal injury that is developed after 28 days of assessment by the Supplier, as more particularly described in Part B, clause 6.8;

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

“Named Team Members” means any individual named in Part A, clause 3;

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

“Progress Reports” means any report on a Client’s rehabilitation progress throughout the provision of Rehabilitation Services, as more particularly described in Part B, clause 6.5;

“Referrer” means the Case Owner who requests the Supplier to provide Rehabilitation Services for the Client, in accordance with Part B, Clause 4 and **“Referral”** and **“Referred”** has a corresponding meaning;

“Sensitive Claim(s)” means any claim for which a Client has cover for a mental injury caused by certain criminal acts as defined in Section 40 and Schedule 3 of the AC Act;

“Service Level” means the Service type numbered 5 in Part A, clause 4, as more particularly described in Part B, clause 5.

“Services”, “Community Rehabilitation Services to Sensitive Claims Clients” “Rehabilitation Services” and **“Services”** mean the services to be provided in accordance with this Agreement, as more particularly described in Part B and includes all incidental services described in this Agreement;