



SERVICE SCHEDULE FOR ORTHOTIST SERVICES

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING ORTHOTIST SERVICES

- 1.1 The Term for the provision of Orthotist Services is the period from 1 November 2021 ("Start date") until the close of 30 April 2025 ("End date") or such earlier date upon which the Term 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 one further period of two years. Any decision to extend the Term of this Service Schedule will be based on:
- 1.2.1 the Parties agreeing on the extension, in writing, prior to the End date; and
 - 1.2.2 ACC being satisfied with the Supplier's performance and delivery of the Services; and
 - 1.2.3 all other provisions of this Service Schedule either continuing to apply during such extended Term(s) or being renegotiated to the satisfaction of both Parties.
- 1.3 There is no obligation on the part of ACC to extend the Term of this Service Schedule, even if the Supplier has satisfactorily performed all the Services.

2. SERVICE LOCATION

3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 10)

Part A: Table 1 - Service Items and Prices

| Service Item Code | Service Item Description | Price (excl. GST) |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Consultations provided by Orthotists | | |
| ORT20 | Orthotics – Initial Consultation – Simple | \$78.26 One per claim, no prior approval required. |
| ORT20T | Orthotics – Initial Consultation Telehealth– Simple | \$78.26 One per claim, no prior approval required. |
| ORT21 | Orthotics – Initial Consultation – Complex | \$104.38 One per referral, up to three referrals per claim, no prior approval required. |
| ORT21T | Orthotics – Initial Consultation Telehealth – Complex | \$104.38 One per referral, up to three referrals per claim, no prior approval required. |
| ORT22 | Orthotics – Follow-up Consultation to Simple | \$78.26 One per claim, no prior approval required. |
| ORT22T | Orthotics – Follow-up Telehealth Consultation to Simple | \$78.26 One per claim, no prior approval required. |
| ORT23 | Orthotics – Follow-up Consultation to Complex | \$78.26 For every initial complex consultation, up to three follow-up consultations, no prior approval required. |
| ORT23T | Orthotics – Follow-up Telehealth Consultation to Complex | \$78.26 For every initial complex consultation, up to three follow-up consultations, no prior approval required. |
| ORT24 | Orthotics – Follow-up consultation Serious Injury Clients | \$78.26 No prior approval required. |
| ORT24T | Orthotics – Follow-up Telehealth consultation to Serious Injury Clients | \$78.26 No prior approval required. |
| Orthoses - Prior approval must be sought where the total cost of Orthoses <i>per claim</i> is greater than \$300 | | |
| ORTFW | Orthotics – Footwear, Foot Orthoses, including modifications, refurbishment or repair equal to or under \$300 per claim. | Actual and reasonable, no prior approval |

| Service Item Code | Service Item Description | Price (excl. GST) |
|-------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| ORTFW1 | Orthotics – Footwear or foot Orthoses, including modifications, refurbishment, or repair over \$300 per claim. | Actual and reasonable, prior approval |
| ORTFSA | Orthotics – Footwear supports equal to or under \$300 per claim | Actual and reasonable, no prior approval |
| ORTFS1 | Orthotics – Footwear supports over \$300 per claim | Actual and reasonable, prior approval required |
| ORTMBA | Orthotics – Moon boots equal to or under \$300 per claim | Actual and reasonable, no prior approval |
| ORTMB1 | Orthotics – Moonboots over \$300 per claim | Actual and reasonable, prior approval required |
| ORTSP | Orthotics - Spinal Orthoses, including cervical equal to or under \$300 per claim | Actual and reasonable, no prior approval |
| ORTSP1 | Orthotics – Spinal Orthoses, including cervical over \$300 per claim | Actual and reasonable, prior approval required |
| ORTLL | Orthotics – Lower limb Orthoses equal to or under \$300 per claim | Actual and reasonable, no prior approval |
| ORTLL1 | Orthotics – Lower limb Orthoses over \$300 per claim | Actual and reasonable, prior approval required |
| ORTUL | Orthotics – Upper limb Orthoses equal to or under \$300 per claim | Actual and reasonable, no prior approval |
| ORTUL1 | Orthotics – Upper limb Orthoses over \$300 per claim | Actual and reasonable, prior approval required |

4. PRICE REVIEW

4.1 ACC will review pricing when, at ACC's sole discretion, it considers that a review is necessary. The factors that 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;

4.1.3 substantial changes in the market.

4.2 If ACC determines that the factors it took into account have not had a significant impact on price, the prices will remain unchanged.

4.3 If ACC determines that the prices should be increased, the increase will only take effect if the Supplier agrees to the adjustment in writing. The price increase will take effect from a date specified by ACC.

5. RELATIONSHIP MANAGEMENT

Part A: Table 2 - Relationship Management

| Level | ACC | Supplier |
|-----------------------------------------|--------------------------------------------------|-----------------------------------------|
| Client | Recovery Team/Recovery Team Member | Individual staff or operational contact |
| Relationship and performance management | Engagement and Performance Manager or equivalent | Operation contact/National Manager |
| Service management | Portfolio Team or equivalent | National Manager |

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

NOTICES FOR ACC TO:

ACC Health Procurement (for deliveries)
Justice Centre
19 Aitken Street
Wellington 6011
P O Box 242 (for mail)
Wellington 6140
Marked: "Attention: Procurement Specialist"
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 ORTHOTIST SERVICES

1. SERVICE OBJECTIVES

- 1.1. The objective of Orthotist Services is to provide Clients with timely access to appropriate Orthoses to support their return to independence and/or work or education.
- 1.2. ACC defines Orthoses as pre-fabricated, customised, or custom-made externally applied devices used to improve and support function.

2. CULTURAL SAFETY AND RESPONSIVENESS

- 2.1. The Supplier will:
 - 2.1.1. meet their profession's relevant cultural safety practice guidance where available and follow the expectations set out by ACC;
 - 2.1.2. monitor and record whether Māori and Pasifika needs are being met by the Supplier and use those evaluations to inform Service delivery improvements. For example, evaluate Clients' experience of care (such as number of treatments delivered, missed or incomplete appointments) between Māori, Pasifika and other ethnicities;
 - 2.1.3. identify and remove barriers to access where possible (e.g. drop-in sessions) to reduce inequalities;
 - 2.1.4. support the development of a Māori and Pasifika workforce and monitor how well staff reflect the Service user population, where applicable; and
 - 2.1.5. cultivate appropriate organisational and community linkages to inform the Supplier's cultural safety and responsiveness development.

3. SERVICE COMMENCEMENT

- 3.1. Eligibility for Service:
 - 3.1.1. This Service description outlines Services to be provided for Clients with a Personal Injury. A Client is entitled to Services under the Service Schedule if:
 - 3.1.1.1. the Client has suffered a personal injury in terms of the AC Act for which a claim for cover has been accepted, or is likely in the Service provider's experience to be accepted (in which case the Client will not be entitled to Services if the claim for cover is declined) ("Personal Injury"); and
 - 3.1.1.2. the Services are required in respect of that Personal Injury.

- 3.1.2. Under the AC Act, a person may only receive entitlements if that person has cover for a Personal Injury and is eligible for entitlements in respect of that Personal Injury. ACC is not liable to pay for Services to treat non-injury related conditions and/or pre-existing health related conditions. The Supplier will ensure that all Services provided and invoiced to ACC are in accordance with the AC Act for the purposes of directly treating the client's covered Personal Injury.
- 3.1.3. ACC will not pay the Supplier for time spent by a Service provider with a Client who does not fulfil the criteria listed in this clause 3.1.
- 3.1.4. The Supplier must ensure that access to the Orthotist Services is only available to Clients who have been referred to the Service in accordance with this Orthotist Service Schedule.
- 3.1.5. Orthotist Services may only be provided and paid for under this Service Schedule if such Services are not provided as part of any other ACC-funded services including, but not limited to:
 - 3.1.5.1. Public Health Acute Services (PHAS) as defined in the AC Act; and
 - 3.1.5.2. Inpatient treatment under the elective surgery service schedule;
 - 3.1.5.3. Orthotics required for up to six weeks post discharge date from elective surgery services;
 - 3.1.5.4. Allied Health Services;
 - 3.1.5.5. Urgent Care Clinic services;
 - 3.1.5.6. Rural General Practice services;
 - 3.1.5.7. Clinical services;
 - 3.1.5.8. Physiotherapy services;
 - 3.1.5.9. Podiatry services; and
 - 3.1.5.10. Minor foot surgery performed within the scope of practise of a podiatric surgeon or podiatrists as defined by the New Zealand Podiatrist Boards.
- 3.2. Orthotist Services may only be provided and paid for under this Service Schedule if such Services are provided by Orthotists. The Supplier may only commence Services for a Client under this Service Schedule if it receives a referral as follows:
 - 3.2.1. a referral from a registered medical practitioner who is a specialist in orthopaedics, sports and exercise medicine, rehabilitation medicine, musculoskeletal medicine, internal medicine - rheumatology, general practice; or

- 3.2.2. a referral from a health practitioner who is a physiotherapist or podiatrist; or
 - 3.2.3. a referral from ACC.
- 3.3. The Supplier must return any referral if it contains inadequate information and request further details before accepting the referral.

4. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 4.1. The Supplier will ensure that Orthotist Services are only carried out by Service providers who are accredited members of the New Zealand Orthotics and Prosthetics Association (NZOPA).
- 4.2. All new Service providers must be orientated to the Service provider role by the Supplier. This will include but is not limited to:
 - 4.2.1. provision of a position description for the Service provider role; and
 - 4.2.2. familiarisation with the Service requirements of this Service Schedule.

5. SERVICE REQUIREMENTS

- 5.1. Orthotist Services Consultations
 - 5.1.1. The Supplier must ensure that any Orthotist Service consultations provided under this Service Schedule meet the requirements in this clause 5.1.
 - 5.1.1.1. Initial Consultation (to be used for first assessment only). An initial consultation is an In-person assessment carried out once for a Client for each claim and includes:
 - 5.1.1.1.1. provision of information and advice to the Client regarding the process for assessing and fitting Orthoses and expected timeframes;
 - 5.1.1.1.2. a thorough and accurate assessment of the need for an Orthosis;
 - 5.1.1.1.3. ensuring that there is clinical evidence that the requirement for an Orthosis directly relates to the covered Personal Injury;
 - 5.1.1.1.4. the identification of the most appropriate and cost effective Orthosis;
 - 5.1.1.1.5. provision and fitting of an Orthosis, if required; and
 - 5.1.1.1.6. education of the Client in the use and care of the Orthosis.

- 5.1.2. An initial consultation can be either simple or complex taking into account best practice and the complexity of the Client's injury.
- 5.1.3. A simple initial consultation is where a Client's needs can be assessed and provided for in a maximum of one appointment and one follow-up appointment.
- 5.1.4. A complex initial consultation is where the Client's needs require a complex or prolonged initial appointment and may include the measurement and fabrication of a customised Orthosis and the arrangement for more than one follow-up consultation for fitting and/or review.
- 5.1.5. Follow-up consultation(s) with the Client, where required, may include:
 - 5.1.5.1. provision and fitting of an Orthosis (including a trial fitting);
 - 5.1.5.2. education of the Client in the use and care of the Orthosis;
 - 5.1.5.3. reviewing the fit and function of a previously supplied Orthosis; or
 - 5.1.5.4. assessing a Client's existing Orthosis for repairs or replacement.
- 5.1.6. Prior Approval for Orthotists' Consultations:
 - 5.1.6.1. A simple consultation and one follow-up consultation per claim will be funded by ACC without prior approval.
 - 5.1.6.2. One initial complex consultation per referral, with up to three referrals per claim will be funded by ACC without prior approval.
 - 5.1.6.3. For complex consultations, up to three follow-up consultations per referral will be funded by ACC without prior approval.
 - 5.1.6.4. Where further follow-up consultations are required the Supplier must submit a request for funding approval, using the template supplied by ACC, to the Treatment Assessment Centre.
 - 5.1.6.4.1. Any requests to the Treatment Assessment Centre must include a clinical rationale to support the additional consultations required.
 - 5.1.6.4.2. ACC will provide notice in writing to the Supplier and the Client of its decision to accept or decline (at ACC's sole discretion) the request for funding approval for further consultations.
- 5.1.7. Customisation or fabrication of an Orthosis is not included in the consultation price.

5.2. Provision of Orthoses:

5.2.1. An Orthotist may provide an Orthosis to a Client when an Orthotist is undertaking a consultation in accordance with Part B, clause 5.1.

5.2.2. Prior Approval for Orthoses:

5.2.2.1. The cost of Orthoses up to limits specified in Part A, clause 3 (Table 1, Service Items and Prices) will be funded by ACC without prior approval.

5.2.2.2. Where the total cost of Orthoses associated with the claim exceeds the prior approval limit specified in Part A, clause 3 (Table 1), the Supplier must submit a request for funding approval to the Treatment Assessment Centre using the template supplied by ACC.

5.2.2.2.1. The request will include clinical rationale to support the Orthoses required.

5.2.2.2.2. ACC will provide notice in writing to the Supplier and the Client of its decision to accept or decline (at ACC's sole discretion) to the request for funding approval.

5.2.3. Customisation and fabrication of Orthoses may be undertaken by the Supplier or subcontracted to a specialist orthotic fabrication service.

5.2.4. The Supplier will advise ACC if the Client needs to be referred to other services if it determines that those services are clinically necessary and appropriate.

5.3. The Supplier must:

5.3.1. Maintain and update Client records with appropriate clinical information.

5.3.2. Meet timeframes and key deliverables.

5.3.3. Ensure that any Orthoses recommended:

5.3.3.1. are suitable for their intended purpose; and

5.3.3.2. represent the most cost-effective solution to meet the identified injury-related need.

5.3.4. At the completion of Services, ensure that a discharge summary is completed. If requested by ACC, the Supplier must supply to ACC the discharge summary, and any other information requested by ACC.

5.3.4.1. A summary of discharge must be provided to any referring Service provider at the completion of the Services; and

5.3.4.2. The Supplier may not charge ACC any fee for providing any requested information to ACC.

5.4. The Supplier must provide the Services in accordance with the Operational Guidelines for Orthotist Services, which are available on the ACC website:

5.4.1. The Operational Guidelines may be updated from time to time.

5.4.2. If there is a conflict between the Operational Guidelines and this Service Schedule the provision of this Service Schedule takes precedence.

6. TELEHEALTH

6.1. Service Description

6.1.1. Services can be delivered by Telehealth, where clinically appropriate. The Supplier must ensure that Services delivered by Telehealth:

6.1.1.1. Have the Client's or the Client's authorised representative's consent (recorded in the clinical notes), and with the option of an In-person meeting if the Client prefers;

6.1.1.2. Be preceded by an initial risk assessment to ensure Client safety;

6.1.1.3. Meet the same required standards of care provided through an In-person consultation;

6.1.1.4. Have clinical records that meet ACC and professional body requirements;

6.1.1.5. Meet the requirements outlined in the relevant standards/guidelines of New Zealand Orthotics and Prosthetics Association (NZOPA);

6.1.1.6. Are only provided if a Client 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; and

6.1.1.7. Are only provided if a Client is residing in an area where they would ordinarily attend the Service Location specified in Part A, clause 2.

6.1.2. If there is a difference between the regulatory body statements and what is stated in this Service Schedule, then this Service Schedule takes precedence.

6.2. Service Requirements

6.2.1. The Supplier will provide all equipment and technology necessary to deliver the Services by Telehealth and manage their own technical issues.

7. PERFORMANCE REQUIREMENTS

- 7.1. ACC will measure the success of this Service and the Supplier's performance based on the reporting requirements of this Service Schedule set out in Appendix 1.

8. REPORTING REQUIREMENTS

- 8.1. The Supplier must complete and submit a report, using the agreed reporting template specified in the Orthotist Services Operational Guidelines within the timeframe specified in Appendix 1.
- 8.2. The Supplier will submit all reports via email to orthotics@acc.co.nz.
- 8.3. In addition to the above, ACC may, from time to time, request a copy of the clinical notes or a treatment report on a Client's case from the Supplier. The Supplier will ensure that the requested reports are received by ACC within seven Business days of such a request.
- 8.4. The Supplier may not charge ACC any fee for providing any requested information to ACC.

9. RELATIONSHIP MANAGEMENT

- 9.1. To ensure the continuing effective operation of the Service, formal working relationship are to be maintained as defined in Part A, clause 5 (Table 2 – Relationship Management).

10. PAYMENT AND INVOICING

- 10.1. Price of Orthotist Service Consultations:
- 10.1.1. The Supplier will invoice ACC for a consultation provided by an Orthotist at the price in Part A, clause 3 (Service Items and Prices).
- 10.1.2. The Supplier must ensure that Clients are not charged a co-payment for a consultation provided by an Orthotist.
- 10.2. Price of Orthoses:
- 10.2.1. The Supplier may invoice ACC for the cost of Orthoses.
- 10.2.2. The time that the Supplier spends with the Client fitting the Orthosis is included in the consultation price.
- 10.3. Invoicing:
- 10.3.1. The Supplier is entitled to raise an invoice within five Business days following completion of the Service or a component of the Service, in accordance with the Standard Terms and Conditions, at clause 10.
- 10.3.2. The invoice will be submitted to ACC electronically.

- 10.3.3. In addition to the details set out in the Standard Terms and Conditions, clause 10, the Supplier's invoice must contain the following:
- 10.3.3.1. an invoice number;
 - 10.3.3.2. the name and claim number of the Client receiving the Service;
and
 - 10.3.3.3. the appropriate Service Item Codes.
- 10.3.4. Where a referral is required under Part B clause 3.2.1 of this Schedule, the referral is to be sent to HnOrthotic@acc.co.nz no later than the date the invoice is raised.
- 10.3.5. To ensure efficient payment processing by ACC, where prior approval was required, the Supplier's invoice will contain information consistent with that received in the ACC purchase approval which initiated the Service, particularly with regard to Service Item Codes.
- 10.3.6. ACC reserves the right to audit the Supplier's invoicing information and where Orthoses have been outsourced, on request from ACC, the Supplier will provide copies of orthotic suppliers and/or manufacturers' invoices to verify billing information.

11. DEFINITIONS AND INTERPRETATION

In this Service Schedule, unless the context otherwise requires:

"In Person" means the Service provider and the Client are physically present in the same room. Where 'face-to-face' is used in contracts, it should be replaced with 'In-person.' In-person is the terminology used by the Ministry of Health and the New Zealand Medical Council as they consider video calls can be interpreted as being face-to-face.

"Operational Guidelines" is the document produced by ACC which is updated from time-to-time by ACC to reflect the processes and procedures that will be followed in providing this Service.

"Orthosis" (plural Orthoses) means an externally applied device that is designed and fitted to the body to achieve one or more of the following goals:

- Control biomechanical alignment
- Protect and support an injury
- Assist rehabilitation
- Reduce pain
- Increase mobility
- Increase independence.

"Orthoses" include, but are not limited to:

- Foot Orthoses – orthoses worn or fitted on the foot, for various foot, leg or postural problems
- Footwear Supports – in-shoe devices designed to correct or manage pathological foot and lower extremity structure and function or postural problems
- Ankle Orthoses and Knee Orthoses – orthoses worn or fitted on the knee or ankle, for joint protection or pain reduction
- Ankle-Foot Orthoses and Knee-Ankle-Foot Orthoses – orthoses worn or fitted on the ankle, foot and/or knee as medically appropriate, to improve mobility, support rehabilitation and biomechanical goals
- Upper-limb Orthoses – orthoses worn or fitted on the upper limb, to provide positional and functional support to the upper limb
- Fracture Orthoses – orthoses worn or fitted to any part of the body, as an alternative to plaster or fibreglass casts
- Spinal Orthoses – orthoses worn or fitted to correct or control to provide immobilisation and support spinal injuries.

“Telehealth” means the use of information or communication technologies to deliver health care when Clients and Service providers are not in the same physical location. For the purposes of 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).

APPENDIX 1: REPORTING TIMEFRAMES

| Situation | Part B Clause Reference | Responsibility | Timeframe |
|-----------------------------------------------------------------------------------------|-------------------------|----------------|-------------------------------------------------------------------------------|
| Response to ACC request for a copy of the clinical notes | Clause 7.3 | Supplier | Received by ACC within seven Business days of the request |
| Response to ACC request for copies of orthotic suppliers and/or manufacturers' invoices | Clause 9.3.6 | Supplier | Received by ACC within seven Business days of the request |
| Supplier to raise invoice | Clause 9.3 | Supplier | Entitled to raise within five Business days of completion of the Service |
| Payment of Supplier's invoice | Clause 9 | ACC | By the 20 th day of the month following receipt of the invoice |
| Reporting | | | |
| Report as per Operational Guidelines | Clause 7 | Supplier | Every six months by month end (ie. 31 of July and 31 of January in each year) |