

**SERVICE SCHEDULE FOR PHYSIOTHERAPY SERVICES**  
**CONTRACT NO: «Contract\_»**

**PART A. QUICK REFERENCE INFORMATION**

**1. TERM FOR PROVIDING PHYSIOTHERAPY SERVICE**

- 1.1. The Term for the provision of Physiotherapy Service is the period from 16 November 2009 (“the Commencement Date”) until the close of 31 May 2020 unless terminated earlier in accordance with this Agreement.
- 1.2. Without incurring any liability for damages or other compensation, Vendors may at any time give to the Vendor no less than six months notice of termination of this Service Schedule and all Physiotherapy Services thereunder.
- 1.3. Without incurring any liability for damages or other compensation, ACC may at any time give to the Vendor no less than six months notice of termination of this Service Schedule and all Physiotherapy Services thereunder.
- 1.4. Part 2, clauses 1.2 and 1.3 take precedence over Part 1, Schedule 2, clause 7.1, and Part 1, Schedule 2, clauses 7.2 and 7.3 continue to apply, with appropriate modifications to reflect the notice period as per Part 2, Part A: Quick Reference Information, clause 1.2 and 1.3 above.

**2. SPECIFIED AREA AND SERVICE LOCATION (clause 5)**

Physiotherapy Service  
 Location  
 City

**3. SERVICE ITEMS AND PRICES (clause 14)**

**Table 1 - Service Items and Prices**

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl GST)</b>	<b>Pricing Unit</b>
PT01	Initial consultation	Initial consultation – assessment, treatment and completion of documentation, in accordance with Part B, clause 7.2.4.	\$43.26	Per Consultation
PT02	Follow up consultation	Follow-up consultation in accordance with Part B, clause 7.2.4.	\$30.90	Per Consultation

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
PT05	Reactivation Consultation	Reactivation consultation: <ul style="list-style-type: none"> <li>where the Client has not received physiotherapy treatment for the Personal Injury for 12 months or more, or</li> <li>at the request of ACC – assessment, treatment and completion of documentation, in accordance with Part B, clause 7.2.4.</li> </ul>	\$43.26	Per Consultation
PT11	Initial Consultation – Post surgery	Initial consultation within 12 months from ACC funded surgery – assessment, treatment and completion of documentation, in accordance with Part B, clause 7.2.4.	\$43.26	Per consultation
PT12	Follow up consultation – post surgery	Follow-up consultation within 12 months from ACC funded surgery – in accordance with Part B, clause 7.2.4.	\$30.90	Per consultation

**Note:** Items PT01 and PT02 cannot be invoiced concurrently with items PT11 and PT12. Once codes PT11 or PT12 have been invoiced the Vendor can no longer invoice for PT01 or PT02 on that claim.

### Price Review

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:

- general inflation
- changes in service component costs
- substantial changes in the market

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

If ACC provides a price increase, the supplier must agree any adjustment in writing. The price increase will take effect from a date specified by ACC.

## 4. ADDITIONAL PAYMENT (Part 1, schedule 5, clause 2)

4.1 The Vendor may set and charge a Client co-payment for Physiotherapy Services provided. Charges must be clearly displayed and the Client must be made aware of the charges prior to receiving Services.

4.2 The Vendor may not charge ACC where the Client fails to attend an appointment.

- 4.3 The Vendor may charge a Client a “did not attend” fee if the Client does not attend a scheduled appointment and does not advise the Service Provider in advance that they will not be attending the appointment. The Client must be made aware that there is a charge applicable for missed appointments if the Vendor intends charging for these.
- 4.4 The Vendor may charge a Client for materials used in treatment e.g. strapping or orthoses. The Client must be made aware of any charges prior to use or application of these materials.
- 4.5 The Vendor may charge a Client for travel to provide Physiotherapy Services for the Client. The Client must be made aware of any charges prior to travel being undertaken at the Client’s expense.

**5. KEY PERSONNEL FOR PHYSIOTHERAPY SERVICE (Part B, clause 12)**

**NOTICES FOR ACC TO:**

ACC Health Procurement Justice Centre 19 Aitken Street Wellington 6011	(for delivery)
ACC Health Procurement P O Box 242 Wellington 6140	(for mail)
Marked: “Attention: Procurement Specialist”	
Phone: 0800 400 503	
Email: <a href="mailto:health_procurement@acc.co.nz">health_procurement@acc.co.nz</a>	

**NOTICES FOR VENDOR TO:**

(insert street address including postcode)	(for delivery)
(insert postal address including postcode)	(for mail)
Marked: “Attention (contact person)”	
Phone:	
Mobile:	
Fax:	
Email:	

## TABLE OF CONTENTS

1.	SERVICE OBJECTIVES.....	5
2.	SERVICE PHILOSOPHIES .....	5
3.	ORGANISATIONAL QUALITY STANDARDS.....	5
4.	SERVICE ELIGIBILITY.....	5
5.	SERVICE LOCATION .....	6
6.	PRACTICE CERTIFICATION .....	6
7.	SERVICE REQUIREMENTS .....	6
8.	PROFESSIONAL LIABILITY & INSURANCE COVER .....	9
9.	LINKAGES .....	9
10.	EXCLUSIONS .....	10
11.	MONITORING .....	10
12.	PERFORMANCE IMPROVEMENT PROCESS:.....	11
13.	REPORTING .....	12
14.	COMMUNICATION .....	12
15.	PAYMENT AND INVOICING.....	12
16.	DEFINITIONS AND INTERPRETATION .....	13

## **PART B. SERVICE SPECIFICATION FOR PHYSIOTHERAPY SERVICES**

### **1. SERVICE OBJECTIVES**

- 1.1. The objective of the Physiotherapy Service is to provide Clients with timely access to a quality physiotherapy treatment service that facilitates a prompt, cost-effective and sustainable return to independence and/or work or education.

### **2. SERVICE PHILOSOPHIES (specific to physiotherapy services)**

- 2.1 The primary focus of physiotherapy treatment is to restore a Client's health to the maximum extent practicable.
- 2.2 Treatment must be necessary and appropriate, match the quality required, be given the appropriate number of times at the appropriate time and place and be of a type normally provided by Physiotherapists.
- 2.3 Treatment effectiveness is measured using outcome measures that are reliable, valid, responsive to change, related to the functional goals of treatment and relevant to the Client's injury.

### **3. ORGANISATIONAL QUALITY STANDARDS (specific to Physiotherapy Services) (in addition to the Organisational Quality Standards set out in Schedule 3 of Part 1)**

- 3.1 ACC is committed to purchasing services from vendors who through their Service Providers can provide and demonstrate a quality service. The Vendor must ensure that a Service Provider always works in accordance with the requirements of the NZS 8171:2005 Allied Health Services Sector Standard.
- 3.2 The Vendor will ensure that the Practice is certified against NZS 8171:2005 Allied Health Services Sector Standard by a Conformity Assessment Body approved by ACC.

### **4. SERVICE ELIGIBILITY**

- 4.1 This Service description outlines Physiotherapy Services to be provided for Clients with Personal Injury. A Client is entitled to Physiotherapy Services under this Agreement if:
  - (a) The Client has suffered a personal injury in terms of the Accident Compensation Act 2001 (AC Act) for which a claim for cover has been accepted, or is likely in the Service Provider's experience to be accepted ("Personal Injury"); and
  - (b) The Physiotherapy Services are required in respect of that Personal Injury.
- 4.2 Under the AC Act ACC is not liable to pay for services to treat non-injury related issues and/or pre-existing health related conditions. The Vendor will ensure that all Physiotherapy Services provided are for the purposes of directly treating the Client's covered Personal Injury.
- 4.3 ACC will not pay the Vendor for time spent by a Service Provider with a Client who does not fulfil the criteria listed in clause 4.1 above.

## **5. SERVICE LOCATION**

- 5.1 The Vendor will ensure that Physiotherapy Services are provided at the location(s) specified in Part A, clause 2 (“Service Location”).
- 5.2 The Vendor may provide Physiotherapy Services at the following locations in addition to the Service Location(s) in the following circumstances:
- (a) Home or domiciliary visits to a Client where the Client is unable to attend a Service Location;
  - (b) The Client’s workplace where a Client is unable to attend a Service Location and there are appropriate facilities at the workplace to provide a consultation.
  - (c) Additional Off-Site services where prior approval has been obtained from the ACC Physiotherapy Portfolio Manager.

## **6. PRACTICE CERTIFICATION**

- 6.1 The Vendor will:
- (a) only provide Physiotherapy Services through a practice that is and remains certified against NZS8171:2005; and
  - (b) provide to ACC a copy of its Accreditation Certificate within 10 Working Days of receipt of their full audit certificate and on each subsequent full audit Accreditation Certificate issuing.
- 6.2 The Vendor must notify ACC of any change in certification status within 5 Working Days of receipt of notice from the Conformity Assessment Body or change in certification status.

## **7. SERVICE REQUIREMENTS**

### **7.1 For Service Providers**

- 7.1.1 The Vendor will ensure that clinically necessary Physiotherapy Services (as per Part B Clause 7.2) are only carried out by Service Providers who:
- (a) hold a current Annual Practising Certificate issued by the Physiotherapy Board of New Zealand;
  - (b) can provide evidence that they are holders of or covered by current professional indemnity insurance;
  - (c) normally provide treatment of that type; and
  - (d) are registered with ACC to provide Physiotherapy Services.

### **7.2 For Physiotherapy Services**

- 7.2.1 The Vendor will ensure that all Physiotherapy Services provided under this Agreement:

- (a) are provided by Service Providers who ensure that all Services provided under the Agreement are necessary, appropriate, timely, of the required quality, and not excessive in number or duration, and follow evidence based guidelines (or current accepted best practice where evidence based guidelines are unavailable or insufficient), and that clinical records will demonstrate this
  - (b) are provided by Service Providers using modalities which fall within their scope of practice as defined by the Physiotherapy Board of New Zealand.
- 7.2.2 Physiotherapists providing any physiotherapy services under the Injury Rehabilitation, Prevention, and Compensation (Liability to Pay or Contribute to Cost of Treatment) Regulations 2003 may not also provide Services as a Service Provider under this Agreement unless otherwise agreed by the ACC Physiotherapy Portfolio Manager.
- 7.2.3 The Vendor may allow Physiotherapy students studying towards a Bachelor of Health Sciences in Physiotherapy or Bachelor of Physiotherapy degree to provide physiotherapy treatment to Clients where the student is directly supervised by the Service Provider. Direct supervision means a Service Provider entitled to provide Services under this Agreement is overseeing and, where appropriate, instructing the student. The Service Provider must retain full responsibility for the treatment being provided.
- 7.2.4 Physiotherapy Services provided under this Agreement will include:
- (a) Arranging any necessary appointments with the Client; and
  - (b) An Initial Consultation which includes:
    - (i) Completion of clinical records; and
    - (ii) Development and documentation of a treatment plan that includes the anticipated number of visits, goals and objectives of treatment, timeframes; and
    - (iii) Recording outcomes from treatment delivered using an evidence based outcome measure such as the Patient-Specific Functional Scale (PSFS) outcome measure and the Numeric Pain Rating Scale (NPRS) for the Client, as per the guides published on the ACC website; and
    - (iv) Client education on self management of the injury and injury prevention (including use of ACC's injury prevention resources where appropriate); and
    - (v) Documentation of clinical records; and
  - (c) Providing follow-up Physiotherapy consultations in accordance with the treatment plan developed at the Initial Consultation. This includes:
    - (i) Ensuring that there is clinical evidence that the treatment directly relates to the covered Personal Injury
    - (ii) Recording outcomes from treatment delivered using an evidence based outcome measure such as the Patient-Specific Functional Scale (PSFS) outcome measure and the Numeric Pain Rating Scale (NPRS) for the Client where further treatment is requested and at discharge from

Physiotherapy services, as per the guides published on the ACC website;  
and

- (iii) Referring the Client to other services where clinically necessary and appropriate, including seeking ACC's prior approval for such referrals if prior approval is required; and
  - (iv) When applicable, submitting a Request for Prior Approval of Further Treatment form (as published on the ACC website) for treatment beyond the applicable Physiotherapy Treatment Profile Trigger Number or where there is no applicable Physiotherapy Treatment Profile Trigger Number, for treatment beyond 6 treatments, (refer Part B, clause 7.3); and
  - (v) Documentation of clinical records; and
- (d) Where the Client has not received physiotherapy treatment for the Personal Injury for 12 months or more, or ACC requests, a Reactivation Consultation which includes:
- (i) Completion of a Reactivation Assessment and where appropriate submission of the Reactivation Assessment to ACC for prior approval of further treatment; and
  - (ii) Development of a treatment plan that includes the anticipated number of visits, goals and objectives of treatment, timeframes; and
  - (iii) Recording outcomes from treatment delivered using an evidence based outcome measure such as the Patient-Specific Functional Scale (PSFS) outcome measure and the Numeric Pain Rating Scale (NPRS) for the Client at the Reactivation Consultation, as per the guides published on the ACC website; and
  - (iv) Client education on self management of the injury and injury prevention (including use of ACC's injury prevention resources where appropriate); and
  - (v) Documentation of clinical records.

### 7.3 ACC Prior Approval

- (a) Vendors must submit a Request for Prior Approval of Further Treatment form to ACC (as published on the ACC website) and have ACC's prior approval for treatment beyond the applicable Physiotherapy Treatment Profile Trigger Number of treatments for a Personal Injury. Where there is no applicable Physiotherapy Treatment Profile Trigger Number for a Personal Injury, the Vendor must submit a Request for Prior Approval of Further Treatment form to ACC (as published on the ACC website) and have ACC's prior approval for treatment beyond 6 treatments.
- (b) ACC will not pay for treatment provided without prior approval beyond the applicable Physiotherapy Treatment Profile Trigger number of treatments for a Personal Injury or 6 treatments, whichever is greater.
- (c) Vendors must submit a Reactivation Consultation Assessment to ACC and have ACC's prior approval for further treatment following a Reactivation Consultation (refer clause 7.2.4).



- (d) ACC will not pay for treatment provided without prior approval following a Reactivation Consultation.
  - (e) Where:
    - (i) prior approval for treatment is required; and
    - (ii) the Vendor provides treatment and invoices ACC for such treatment without prior approval; and
    - (iii) ACC pays the Vendor for such treatment, ACC may recover that payment from the Vendor by deducting the amount overpaid from any future payment owing to the Vendor by ACC.
- 7.3.1 On request in writing from ACC, the Vendor will provide to ACC in respect of a Client:
- (i) the clinical records and the Request for Prior Approval of Further Treatment form electronically to ACC using the form prescribed by ACC; and/or
  - (ii) the electronic Referral form prescribed by ACC; and/or
  - (iii) any other electronic forms as prescribed by ACC.

## **8. PROFESSIONAL LIABILITY & INSURANCE COVER**

- 8.1 The Vendor will ensure, during the Term of this Agreement in respect of the Services to be provided under this Service Schedule, that:
- (a) Any Service Provider contracted by the Vendor will either have or retain membership of a recognised medical defence organisation; or
  - (b) Any Service Provider contracted by the Vendor has professional liability insurance cover for such sum as may reasonably be specified by ACC from time to time;
  - (c) In order to satisfy any liability that the Service Provider may incur as a result of the performance or non-performance of the Vendor's obligations under this Agreement. ACC may from time to time require the Vendor to produce written evidence of such membership or cover.
- 8.2 Schedule 2, clause 11. INDEMNITY contained in Part 1 of this Agreement will not apply in respect of the Services to be provided under this Service Schedule.

## **9. LINKAGES**

- 9.1 The Vendor will demonstrate effective links with a broad range of health and disability services, including but not limited to:
- (a) specialist assessment, treatment, and rehabilitative services
  - (b) case managers and/or ACC Supplier Managers
  - (c) carers and carer support programmes

- (d) Māori Liaison Services
- (e) other ethnic community health providers
- (f) medical and surgical services
- (g) employers
- (h) primary healthcare providers including general practitioners

## 10. EXCLUSIONS

10.1 The following services, without limitation, are not included in the Physiotherapy Services to be provided under this Agreement:

- (a) Services included in other contracts for services with ACC including (without limitation) Independence Allowance Assessments, one-off Case Manager requested assessments, Stay at Work Contracts, Independent Medical Assessment Contracts, Progressive Goal Attainment Programme Contracts, Physical Fitness for Work and Independence Programme, Hand Therapy Contract, Activity-Focus Programmes, Functional Reactivation Programme, Functional Capacity Evaluation Contract and Employment Maintenance;
- (b) Provision of services at any location not specified in Part A Clause 2 “Service Location” including sports venues, schools or events (e.g. sporting tournaments) unless prior approval has been given by ACC (refer Part B, clause 5.2 (c) “Service Location”).

## 11. MONITORING

11.1 Vendor monitoring will include:

Objective	Performance Measure	Target	Data Source
Clients are provided with a quality physiotherapy treatment service that facilitates a prompt, cost-effective and sustainable return to independence and/or work or education.	Clinical records meet the requirements of: <ul style="list-style-type: none"> <li>• The Physiotherapy Board of New Zealand; and</li> <li>• ACC Policies and Procedures (refer ACC Treatment Provider Handbook).</li> </ul>	<ul style="list-style-type: none"> <li>• All clinical records meet the relevant standards.</li> </ul>	<ul style="list-style-type: none"> <li>• ACC reporting</li> <li>• Peer review</li> </ul>
	<ul style="list-style-type: none"> <li>• Treatment is provided in accordance with current evidence based guidelines (or current accepted best practice where evidence based guidelines are unavailable or insufficient); and</li> <li>• Treatment complies with ACC Policies and Procedures (refer ACC Treatment Provider Handbook); and</li> <li>• Assessment and treatment</li> </ul>	<ul style="list-style-type: none"> <li>• Practice is able to be clinically justified as necessary and appropriate; and</li> <li>• All referrals of Clients to other services are clinically necessary and appropriate; and</li> <li>• Outcome measures such as the PSFS and NPRS demonstrate improvement in all clients; and</li> <li>• All referrals of Clients to</li> </ul>	<ul style="list-style-type: none"> <li>• Indicator reporting</li> <li>• Peer review</li> <li>• ACC reporting</li> <li>• ACC Audit reporting</li> <li>• Prior Approval documentation</li> <li>• Clinical audits</li> </ul>

Objective	Performance Measure	Target	Data Source
	utilises evidence-based outcome measures; and	other services are clinically necessary and appropriate	
	Number of declined Requests for Prior Approval of Further Treatment determined not to be necessary and appropriate clinical treatment.	All applications for prior approval for additional treatment demonstrate a requirement for further treatment that is necessary and appropriate.	<ul style="list-style-type: none"> <li>• Prior Approval documentation</li> <li>• ACC reporting</li> </ul>
The Client, Service Provider and ACC staff are satisfied with the quality of the Service delivered.	Auditing against NZS8171:2005 Quality and Risk Management requirements includes consideration of Client satisfaction.	All surveys as required by ACC demonstrate satisfaction with the Service.	<ul style="list-style-type: none"> <li>• ACC Client Satisfaction Surveys</li> <li>• Certification Audit</li> </ul>

## 12. PERFORMANCE IMPROVEMENT PROCESS

- 12.1 ACC and the Vendor will consider the information reported under clause 11.1 and other relevant information on a regular basis.
- 12.2 Where a performance issue is identified the Vendor and ACC will discuss the issue to better understand the information and decide if performance could be expected to change or if there are other factors that provide a reasonable basis for the identified performance.
- 12.3 If a change in performance is deemed appropriate by ACC then further analysis and a follow-up discussion will be undertaken three months after the initial discussion between the Vendor and ACC.
- 12.4 If a change is observed such that performance is within appropriate parameters then ACC will provide feedback to the Vendor.
- 12.5 If a change in performance is still deemed appropriate by ACC a performance improvement plan will be documented by ACC that includes the required action(s) by either party and the time frames for this to occur.
- 12.6 Further analysis and discussion will occur at the end of the period stated in the performance improvement plan. If no change is observed ACC may issue a notice of breach of contract in accordance with Part 1 Schedule 2 Clause 9.1.

## 13. REPORTING

- 13.1 ACC may request the Vendor to supply further information and/or reports on the Services provided. The Vendor will ensure accurate records are maintained in order to provide such information to ACC within 10 Working Days of a request being made. Any such request will be reasonable and may include, but will not be limited to the following:
- (a) Number and type of referrals to other services;

- (b) Any service delivery issues (including but not limited to the receipt of incomplete referral information, complaints, an inability to provide the Services within appropriate timeframes), emerging trends or innovative approaches taken or proposed that has or may impact on service provision;
  - (c) Feedback regarding ACC processes, forms and electronic reporting requirements.
- 13.2 ACC will not be charged any additional fee for the provision of reports/notes/letters or summarised comprehensive letters when requesting information contained within these documents following a consultation that has been performed under this Agreement.

#### **14. COMMUNICATION**

- 14.1 Unless otherwise specified in this Service Schedule, all communications between ACC and the Vendor in respect of the Physiotherapy Services will in the first instance be conducted through the Key Personnel listed in clause 5 of Part A of this Service Schedule.
- 14.2 ACC may provide Individual Feedback Reports (IFRs) to the Vendor and/or Service Providers at Vendor, clinic and/or Service Provider level..
- 14.3 IFRs are a self audit tool for Service Provider education. ACC will not use IFRs for performance management

#### **15. PAYMENT AND INVOICING**

- 15.1 The Vendor will invoice ACC on the applicable bulk billing schedule for all Physiotherapy Services provided under this Agreement. Each schedule will:
- (a) constitute a GST invoice under the Goods and Services Tax Act 1985
  - (b) specify the Service Provider who was primarily responsible for the Services provided to the Client
  - (c) be in a format, and contain such other information, reasonably requested and advised by ACC from time to time
  - (d) be submitted to the ACC location specified by ACC.
- 15.2 The Vendor must invoice ACC directly for Physiotherapy Services provided, and ACC will not accept invoices from subcontractors of the Vendor or from Service Providers (other than the Vendor).
- (a) The Vendor shall interact electronically with ACC for the purposes of invoicing and lodgement and for other services as they become available, wherever such services are available
  - (b) Payments of complying schedules and invoices will be made in accordance with this Agreement and will be direct credited into the Vendor's nominated bank account specified in Part 1, Schedule 1, clause 1 provided the Vendor has complied with all its obligations under this Agreement.

- (c) ACC will not pay for a Service where the invoice for that Service is not received within 12 months of the date the Service was provided, or the date cover was granted by ACC, whichever is the later date.

## 16. DEFINITIONS AND INTERPRETATION

(specific to this Service Schedule)

In this Service Schedule unless the context otherwise requires:

**“Conformity Assessment Body”** means an organisation carrying out testing, inspection or certification that has been accredited by an accreditation authority.

**“Initial Consultation”** means the first Physiotherapy consultation for a covered Personal Injury.

**“Main location”** is a specific location where the allied health professional service is provided from and is the primary premises of that business. There are administration and support services (reception, cleaning, laundry etc) which form part of the business.

**“Off site location”** is an allied health professional service provided away from its main business site or satellite site as an extension of the services provided by that business and where these services are delivered for a prescribed population at another location operating for up to 12 hours per week.

**“Physiotherapist”** means a person who holds a current annual practising certificate and is a registered Physiotherapist under the Health Practitioners Competence Assurance Act 2003.

**“Physiotherapy Treatment Profiles”** means the description of physiotherapy rehabilitation and expected incapacity duration for a specified injury, as published by ACC from time to time.

**“Physiotherapy Treatment Profile Trigger Number”** is the number of treatments, as listed in the Physiotherapy Treatment Profiles, after which ACC requires prior approval for further treatment.

**“Satellite Location”** means an allied health professional service provided away from its main business site as an extension of the services provided by that business and where these services operate as a standalone clinic.