

15 November 2013

Mr Anthony Jordan
Fyi-request-1158-07929ec8@requests.fyi.org.nz

Dear Mr Jordan

Official Information Act request

Thank you for your request of 23 September 2013, asking for the following information under the Official Information Act 1982 (the Act):

- 1) *List of current Accredited/Contracted Vendors/Service providers/Approved Medical Professionals.*
- 2) *Accredited/Contracted Vendors/Service providers/Approved Medical Professionals for the periods between and including 2007-2010.*
- 4) *Disclosure of all Medical Professionals with Contracts specific to assessing AND treating Sensitive Claims Injuries, Work related Neurotoxicity impairments, Post-Concussion Syndrome and Traumatic Brain Injury respectively.*

Although there maybe Professionals who only assess and not treat or treat and not assess such injuries, where possible information relating only to those professionals who Assess and Treat is sought.

- 5) *Disclosure of Medical Professionals contracted to specifically undertake impairment assessments for the above mentioned Injuries for the purposes of considering further entitlements or compensation payouts.*
- 6) *Copies of contract(s) between and including years 2007-2010 and current, (not relating to any specific individual) used by the Corporation when engaging such services from medical professionals (assuming there is a master contract and not individualised contracts).*
- 7) *Lastly, Branch medical advisors engaged for the purpose of further entitlement(s) and Compensation by the Corporation between and including 2007-to date including ACC's understanding of their i.e. (the BMAs) scope of practice(s).*

N.B. Should (7) be considered too larger collation feel free to limit to the branches named below: Whangarei, Hamilton, Gisborne, Tauranga, Rotorua, Hastings, Wellington.

ACC will respond to your questions in the order that you have asked them.

1) List of current Accredited/Contracted Vendors/Service providers/Approved Medical Professionals

You may not be aware that ACC contracts all of its service requirements in relation to the support provided for its clients. This means that case and claims managers, as well

as case co-ordinators are responsible only for the facilitating of necessary treatment and rehabilitation. For example, if a client applies for home help, ACC refers the claim to an independent, contracted assessor for an evaluation of the client's injury-related needs. A report is provided to ACC which makes a decision on entitlement under its legislation. The approved assistance is then accessed through an independent third party. Similarly, if a client needs specialist or other referred treatment, ACC relies on contracted clinical providers/specialists to provide advice about the appropriateness of proposed treatment plans.

In many instances, the vendor who holds the ACC contract also sub-contracts out aspects of their own service delivery, to enable them to meet their obligations.

You have requested the "list of current accredited/contracted vendors/service providers/approved medical professionals", which in ACC's view is a substantial amount of information. As indicated above, the Corporation contracts all of its service provisions to independent providers. The list of all current vendors therefore is significant. It involves thousands of entries, which in turn has links to possibly hundreds of individuals or separate agents that may be sub-contracted to the main vendor.

It would take significant resources to evaluate this information line-by-line, for accuracy and appropriateness for disclosure. It is also possible ACC may contact those on the list to advise them of the request for information and proposed disclosure. In some instances, it would be necessary to allow the vendor an opportunity to raise any concerns or questions they may have about ACC's decision to release their details.

Accordingly, ACC declines to provide you with a list of current accredited/contracted vendors/service providers/approved medical professionals under section 18(f) of the Act because it cannot be made available without substantial collation or research.

2) Accredited/Contracted Vendors/Service providers/Approved Medical Professionals for the periods between and including 2007-2010.

As with ACC's response to your Q1, your request is declined under section 18(f) of the Act because it cannot be made available without substantial collation or research.

4) Disclosure of all Medical Professionals with Contracts specific to assessing AND treating Sensitive Claims Injuries, Work related Neurotoxicity impairments, Post-Concussion Syndrome and Traumatic Brain Injury respectively.

ACC is pleased to provide you with some of this information.

Sensitive Claim Injuries

Attached to this letter is the list of independent vendors and providers with contracts to assess and treat sensitive claim injuries. These providers have the appropriate expertise, experience, and skill to deal with the often complex nature of sensitive claims.

The volume of qualified providers available around the country for the assessment and treatment of sensitive claim injuries is less than that for "all" contracted providers. Additionally, these claims are managed centrally in the Sensitive Claims Unit. Compiling a list of the assessors, therefore, is straightforward in comparison to the approach ACC would need to take for your questions one and two.

List of other providers involved in assessing and treating work-related neurotoxicity impairments, post-concussion syndrome, and traumatic brain injuries

ACC does not hold specific contracts for the assessment and/or treatment of these types of injuries. Rather, it will refer clients to a variety of contracted specialists who have the skills to work with individuals who sustain these types of injuries.

Accordingly, this aspect of your request is declined because the document alleged to contain it does not exist, or cannot be found. This decision complies with section 18(e) of the Act.

5) Disclosure of Medical Professionals contracted to specifically undertake impairment assessments for the above mentioned Injuries for the purposes of considering further entitlements or compensation payouts.

The following is the list of assessors contracted by ACC to complete impairment assessments for Sensitive Claims:

| | | |
|---------------------|----------------|---------------------|
| Asteriadis, Anthony | Hill, Marius | Schousboe, Jorgen |
| Collier, John | Kent, Susanna | Todd, Michelle |
| Darby, Andrew | MacVicar, Anne | Topping, Lesley |
| Dean, Peter | O'Dwyer, Jane | Tremewan, Phillippa |
| Fenwicke, Rosy | Park, Choye | Vickers, John |
| Gaplin, Grant | Patton, Vivian | Walker, Alan |
| Harvey, Lynne | Ponnapa, Mythi | Wright, Suzanne |
| Henderson, Rebecca | Reeves, Jan | Wyness, Russell |

6) Copies of contract(s) between and including years 2007-2010 and current, (not relating to any specific individual) used by the Corporation when engaging such services from medical professionals (assuming there is a master contract and not individualised contracts).

Attached to this letter is a copy of ACC's master contract.

7) Branch medical advisors engaged for the purpose of further entitlement(s) and Compensation by the Corporation between and including 2007-to date including ACC's understanding of their i.e. (the BMAs) scope of practice(s).

N.B. Should (7) be considered too larger collation feel free to limit to the branches named below: Whangarei, Hamilton, Gisborne, Tauranga, Rotorua, Hastings, Wellington

You have asked for details of Branch Medical Advisors (BMA) contracted to ACC from 2007 to the current date. After careful consideration of this aspect of your request the

Corporation has declined to provide you with this information under the following sections of the Act:

- Section 9(2)(a) to protect privacy. ACC has also determined in this case, that individual privacy is not outweighed by public interest factors, and
- Section 18(c)(i) as the making available of these details would be contrary to the provision of a specified enactment.

The following comments are provided by way of explanation for ACC's position.

In the last three to five years, there has been an increase in the negative use and wider dissemination of personal information about staff that has been disclosed under the Act. This has been impacted by the advance of social media, which has meant easy and unchecked distribution of information and debate. As a result, some ACC staff, including BMAs, have been targeted outside of their work environments and subjected to inappropriate communications. This has included threats to the safety of staff and their families, inaccurate and defamatory statements being made, and other forms of intimidation and/or harassment. BMAs therefore consider that their privacy should be better protected.

Consequently, ACC is evaluating its approach to broad disclosures of personal staff details, in accordance with its obligations as a good employer. For instance, the Health and Safety in Employment Act 1992 requires ACC to ensure a safe work environment for its employees. In the interests of immediate staff safety in the short term, ACC has adopted a cautious approach where large groups or lists of staff details are requested. Of particular interest in ACC's evaluations are the requests from those who are either not current clients, or those clients that do not have any involvement with the staff they are requesting information about. This approach will not apply to all situations. For instance, ACC accepts that a client with a current active claim may have reasonable grounds to ask for additional information about the staff involved in a final entitlement decision on their file.

I hope these additional comments provide useful context to ACC's decision to decline to provide you with the names of all its contracted BMAs since 2007. ACC would be happy to consider a refined request for BMA information, if you wish to do this.

Finally, you have also asked for information about a BMA's scope of practice. Enclosed with this letter is a copy of ACC's generic job description for this role. Please note that BMAs must be appropriately qualified and are subject to the same human resource policies and procedures as all other ACC staff. They must also adhere to the NZ Medical Council Code of Conduct, which clearly sets out expectations around a doctor's ethical behaviour.

You can reach me at gabby.boag@acc.co.nz if you have any queries about this letter. If you're unhappy with ACC's response, you may make a complaint to the Office of the Ombudsman. You can call them on 0800 802 602 between 9am and 5pm on weekdays, or write to:

The Office of the Ombudsman
PO Box 10 152
WELLINGTON 6143

Yours sincerely



Gabby Boag
Senior Advisor

Encl: List of Vendors Contracted to ACC To Provide Services for SCU clients

*Master Contract: Agreement for Services Between Accident Compensation Corporation and Supplier for Organisational Terms and Conditions (Part 1)
Service Schedule (s) (Part 2): Contract Number HW### (Version 2)*

Generic job description for the role of and ACC Branch Medical Advisor

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| Contract | Vendor Name | TLA Description |
|--|--------------------------------|----------------------------|
| Community and Residential Mental Health Services | Ashburn Clinic | Dunedin City |
| Community and Residential Mental Health Services | Ashburn Clinic | Dunedin City |
| Community and Residential Mental Health Services | Auckland District Health Board | Auckland City |
| Community and Residential Mental Health Services | Te Whare Mahana Trust Board | Tasman District |
| Community and Residential Mental Health Services | Odyssey House Trust Inc | Auckland City |
| Community and Residential Mental Health Services | Odyssey House Trust Inc | Auckland City |
| Counselling - Groupwork | Family Action | Auckland City |
| Counselling - Groupwork | Jackie Fitzsimmons | Auckland City |
| Counselling - Groupwork | Catherine Eva McPherson | Christchurch City |
| Counselling - Groupwork | Jenny Hellyer | Christchurch City |
| Counselling - Groupwork | Estelle Mendelsohn | Buller District |
| Counselling - Groupwork | START Inc. | Auckland City |
| Counselling - Groupwork | Four Ninety Nine | Christchurch City |
| Counselling - Groupwork | The Physis Institute Ltd | Dunedin City |
| Counselling - Groupwork | Sexual Abuse Groupwork Service | Dunedin City |
| Counselling - Groupwork | Megan Longman | Wellington City |
| Counselling - Groupwork | Gangalakshmi Aiyar | Waipa District |
| Counselling - Groupwork | Jeannette Keukelaar | Palmerston North City |
| Counselling - Groupwork | Mentor Professionals | Whangarei District |
| Counselling - Groupwork | Sexual Abuse Survivors Trust | Auckland City |
| Counselling - Groupwork | Bread of Life Oscar | Christchurch City |
| Counselling - Groupwork | The Tui Centre Ltd | Marlborough District |
| DATA | The Psychology Centre | Auckland City |
| DATA | Colleen Jean Hyde | Hamilton City |
| DATA | Scott Alan Percy | Thames-Coromandel District |
| DATA | Susan Sidey | Christchurch City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|------|--|-----------------------|
| DATA | Pain Management & Rehabilitation Services Ltd | Palmerston North City |
| DATA | Sarah Jane Calvert | Auckland City |
| DATA | Kay Gwendoline McCabe | Auckland City |
| DATA | Helen Chambers | Wellington City |
| DATA | Vicki Breen | Wellington City |
| DATA | Schnabel Psychology Limited | Auckland City |
| DATA | Kay Cunningham | Wellington City |
| DATA | Karen Julie Wood | Auckland City |
| DATA | Glenda Mary Graham | Invercargill City |
| DATA | Glyn Psychology | Manukau City |
| DATA | Freda Anne Elizabeth Walker | Wellington City |
| DATA | Matthew James Ward | Palmerston North City |
| DATA | James William Webb | Auckland City |
| DATA | Michael Owen | Tauranga City |
| DATA | Jane Deborah Powell | New Plymouth District |
| DATA | Gains Psychology & Consulting Services | Napier City |
| DATA | Ora Margaret Hingston | Whakatane District |
| DATA | Lynette Cooper | Waitakere City |
| DATA | Karen Frances Adams | Auckland City |
| DATA | Elizabeth Caroline Gutteridge | Dunedin City |
| DATA | Te Aho Tapu Trust (Margaret Dudley) | Auckland City |
| DATA | Traude Leibbrand | Auckland City |
| DATA | Shirley Patricia Lethborg | Nelson City |
| DATA | Mary Eileen Foley | Far North District |
| DATA | Graham James Geddes | Timaru District |
| DATA | TCP Services | Gisborne District |
| DATA | Wellington Psychological Associates | Wellington City |
| DATA | Ann Elizabeth Galloway | Rodney District |
| DATA | Allyson Rosemary Waite | Auckland City |
| DATA | Triskele Assessment and Therapy Services Limited | Hamilton City |
| DATA | Nicola Mary Curtis | Far North District |
| DATA | Talkingpoint Ltd | New Plymouth District |
| DATA | Gillian M Pow | Wellington City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|------|--|---------------------------|
| DATA | Margaret Elizabeth Beekhuis | Christchurch City |
| DATA | Marianne Quinn | Dunedin City |
| DATA | Stephen Phillip Humm | Christchurch City |
| DATA | Juliet Caren Thomson | Christchurch City |
| DATA | Cecil Thomas Wiehahn | North Shore City |
| DATA | Victor Frederik Willem Soeterik | Palmerston North City |
| DATA | Rachel Grimwood | Rodney District |
| DATA | Araho Associates Ltd | Grey District |
| DATA | Veronika Isler | Hamilton City |
| DATA | Stressbox Limited | Queenstown-Lakes District |
| DATA | Emma Sutich | Wellington City |
| DATA | Monarch Psychology | Auckland City |
| DATA | Upper Hutt Psychology & Psychotherapy Clinic Limited | Upper Hutt City |
| DATA | Southern Rehabilitation Institute | Christchurch City |
| DATA | Charlotte Elizabeth West | Christchurch City |
| DATA | Krystyna Maria Rzoska | Christchurch City |
| DATA | Teresa Kathleen Watson | Wellington City |
| DATA | Gina Maree Rickards | Tauranga City |
| DATA | Gina Maree Rickards T/A Psychology Works Tauranga | Tauranga City |
| DATA | Cariad Psychological Services Ltd | Marlborough District |
| DATA | Barry Kirker T/A South Auckland Psychology | Auckland City |
| DATA | Sarah Schnellenberg | Wellington City |
| DATA | Annette Audrey Barnes | Gisborne District |
| DATA | Anouk Astrid Kelling | Wellington City |
| DATA | Melissa Frances Porritt | Napier City |
| DATA | Alanna Louise Forde | Wellington City |
| DATA | Acorn Psychological Services - Chris Grove | Tauranga City |
| DATA | Maureen Trainor Ltd | Hamilton City |
| DATA | XtraPsych Limited | Whangarei District |
| DATA | Cavana Dyne & Associates Ltd | Lower Hutt City |
| DATA | Kirsty Leana Williams | Wellington City |
| DATA | Centre For Human Potential Limited | Nelson City |
| DATA | Watts Clinicians and Consultants | Franklin District |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|---|-----------------------|
| DATA | PsychoDynamix (BOP) Ltd | Tauranga City |
| DATA | Jessica Taylor T/A CBT Solutions | Hamilton City |
| DATA | Averil Elizabeth Overton | Christchurch City |
| DATA | Barbara Anne Matthews | Wellington City |
| DATA | Capital Mental Health Solutions Limited | Wellington City |
| DATA | Professional Psychological Services | Tauranga City |
| DATA | Active Limited | Auckland City |
| Psychiatrist | Francis Agnew | North Shore City |
| Psychiatrist | Anthony Asteriadis | Auckland City |
| Psychiatrist | Wayne Anthony de Beer | Hamilton City |
| Psychiatrist | Peter John Dean | Hamilton City |
| Psychiatrist | Alan Bruce Doris | Nelson City |
| Psychiatrist | Brain Storm Limited - Harley Medical Centre | Nelson City |
| Psychiatrist | Grant William Galpin | Auckland City |
| Psychiatrist | Staffan Heed | Auckland City |
| Psychiatrist | Geoffrey Layton | Dunedin City |
| Psychiatrist | Michael Andrew Louw | Auckland City |
| Psychiatrist | Michael Andrew Louw | Auckland City |
| Psychiatrist | Bede Terrance McIvor | Auckland City |
| Psychiatrist | Gillian Eve Mackay | Auckland City |
| Psychiatrist | Lyndy Jane Matthews | Auckland City |
| Psychiatrist | Juan Ignacio Garcia-Quiroga | Auckland City |
| Psychiatrist | Gail Kathleen Riccitelli | Dunedin City |
| Psychiatrist | Nosheen Sheikh | New Plymouth District |
| Psychiatrist | Robert Kenneth Shieff | Palmerston North City |
| Psychiatrist | Bruce James Spittle | Auckland City |
| Psychiatrist | William Graham Alexander Watkins | Dunedin City |
| Psychiatrist | Geetha Kumudini Willamune | Christchurch City |
| Psychiatrist | Kathleen Patricia Wood | Auckland City |
| Psychiatrist | Russell Howard Wyness | Dunedin City |
| Psychiatrist | Alastair Donald Macleod | Auckland City |
| Psychiatrist | Anthony Brian Marks | Christchurch City |
| Psychiatrist | Richard John Porter | Wellington City |
| | | Christchurch City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|---|-----------------------|
| Psychiatrist | Richard John Porter - Terrace House Clinic | Christchurch City |
| Psychiatrist | Jan Catherine Reeves | Auckland City |
| Psychiatrist | Rosic Medical Limited | Papakura District |
| Psychiatrist | James Christopher Knight | Dunedin City |
| Psychiatrist | Olivera Djokovic | Auckland City |
| Psychiatrist | Click Consulting | Auckland City |
| Psychiatrist | Kevin George Appleton | Auckland City |
| Psychiatrist | Dr Kev Appleton T/A The Starfish Clinic Ltd | Auckland City |
| Psychiatrist | Lisa Turner | Dunedin City |
| Psychiatrist | Jubilee Ruth Savitri Rajiah | Dunedin City |
| Psychiatrist | Jubilee Ruth Savitri Rajiah | Dunedin City |
| Psychiatrist | Mark Davis | Lower Hutt City |
| Psychiatrist | Roderick Arthur Edwards | Hastings District |
| Psychiatrist | John Lewis Collier | Hamilton City |
| Psychiatrist | John Vickers | Tauranga City |
| Psychiatrist | Auckland District Health Board | Auckland City |
| Psychiatrist | Buckwell Ltd | Auckland City |
| Psychiatrist | David Buckwell Stoner | Christchurch City |
| Psychiatrist | William Cleveland Gordon | Christchurch City |
| Psychiatrist | Gordon-Horn Partnership | Christchurch City |
| Psychiatrist | Andrew Vincent Darby | Christchurch City |
| Psychiatrist | Jane Mary Eileen O'Dwyer | Hamilton City |
| Psychiatrist | Joanne Thornton - Thornton Associates Limited | Hamilton City |
| Psychiatrist | Shahid Mehmood | Dunedin City |
| Psychiatrist | Roger Tony Mulder | New Plymouth District |
| Psychiatrist | Christina Clare Page | Christchurch City |
| Psychiatrist | Anne Elizabeth Sumner Walsh | Auckland City |
| Psychiatrist | Andrew Craig Immelman | Napier City |
| Psychiatrist | Caroline Jane Bell | Auckland City |
| Psychiatrist | Esther Nyarai Bganya | Christchurch City |
| Psychiatrist | Andrew Mark Wilkinson | New Plymouth District |
| Psychiatrist | George Mathew | Hamilton City |
| Psychiatrist | Tatjana Zujovic | Lower Hutt City |
| Psychiatrist | | Auckland City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|--|-----------------------|
| Psychiatrist | Kyros Christos Karayiannis | Manukau City |
| Psychiatrist | Gary Cheung | Auckland City |
| Psychiatrist | Alice Fanny Helene Stephan | Hamilton City |
| Psychiatrist | Hinemoa Elder | Auckland City |
| Psychiatrist | Armand Dirk De Beer | Hamilton City |
| Psychiatrist | Erik Monasterio | Christchurch City |
| Psychiatrist | Chohye Park | Hamilton City |
| Psychiatrist | Paul Gilles Vroegop | Auckland City |
| Psychiatrist | Darren Mark Malone | Rotorua District |
| Psychiatrist | Mohammad Shuaib | Palmerston North City |
| Psychiatrist | Talkingpoint Ltd | New Plymouth District |
| Psychiatrist | Shailesh Kumar | Rotorua District |
| Psychiatrist | Aesculapius Health Limited - Rui Mendel | Rotorua District |
| Psychiatrist | de Ridder Clinics - de Ridder & Etienne Ltd | Whangarei District |
| Psychiatrist | Newton Howes Ltd | Napier City |
| Psychiatrist | Pamela Ara Bennett | Auckland City |
| Psychiatrist | Transform Health Limited | Lower Hutt City |
| Psychiatrist | Branka Mijatovic | Tauranga City |
| Psychiatrist | Dipti Ferdinand Pereira | Auckland City |
| Psychiatrist | Zeeva Cohen | Auckland City |
| Psychiatrist | Amanda Jane Renfree | Auckland City |
| Psychiatrist | Alexander Joseph Szrich | Auckland City |
| Psychiatrist | Robert John Moore - Mind Matters Consultancy Ltd | Christchurch City |
| Psychiatrist | Agnieszka Joanna Budzyna-Dawidowska | Auckland City |
| Psychiatrist | Dr Igor Kacer | Auckland City |
| Psychiatrist | Joanna Louise Prendergast | Christchurch City |
| Psychiatrist | John Joseph | Auckland City |
| Psychiatrist | Rebecca Denford | Dunedin City |
| Psychiatrist | Charles W Hornabrook Psychiatry Ltd | Wellington City |
| Psychiatrist | Roger Tony Mulder | Christchurch City |
| Psychiatrist | John Lewis Collier | Hamilton City |
| Psychiatrist | Lyndy Jane Matthews | Auckland City |
| Psychiatrist | Juan Ignacio Garcia-Quiroga | Dunedin City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|---|-----------------------|
| Psychiatrist | Napier Avenue Psychiatry Ltd | North Shore City |
| Psychiatrist | David Buckwell Stoner | Christchurch City |
| Psychiatrist | Louise Anne Armstrong | North Shore City |
| Psychiatrist | Charles W Hornabrook Psychiatry Ltd | Wellington City |
| Psychiatrist | Mark Davis | Lower Hutt City |
| Psychiatrist | NZ Provide - Client Provide Limited | Auckland City |
| Psychiatrist | Carmen Lowe | Christchurch City |
| Psychologist | Graeme Stuart Clarke | Christchurch City |
| Psychologist | Maggie C Dewar | Marlborough District |
| Psychologist | Glenda Mary Graham | Invercargill City |
| Psychologist | Juanita Heath | Napier City |
| Psychologist | Psychology & Counselling Associates Ltd | New Plymouth District |
| Psychologist | Pain Management & Rehabilitation Services Ltd | Palmerston North City |
| Psychologist | Otago District Health Board | Dunedin City |
| Psychologist | Wellington Psychological Associates | Wellington City |
| Psychologist | The Psychology Centre | Hamilton City |
| Psychologist | Te Aho Tapu Trust (Margaret Dudley) | Auckland City |
| Psychologist | Schnabel Psychology Limited | Auckland City |
| Psychologist | Enableworks Ltd | Christchurch City |
| Psychologist | Karen Julie Wood | Auckland City |
| Psychologist | Kay Cunningham | Wellington City |
| Psychologist | Gail R Russell | Far North District |
| Psychologist | Margaret Elizabeth Beekhuis | Christchurch City |
| Psychologist | Susan Sidey | Christchurch City |
| Psychologist | Hugh Kent | Auckland City |
| Psychologist | Helen Chambers | Wellington City |
| Psychologist | Southern Rehabilitation Institute | Wellington City |
| Psychologist | Scott Percy - Empowering Solutions Ltd | Christchurch City |
| Psychologist | Gains Psychology & Consulting Services | Christchurch City |
| Psychologist | Catherine May Hunter | Napier City |
| Psychologist | Massey University Psychology Clinic | Napier City |
| Psychologist | Massey University Psychology Clinic | Wellington City |
| Psychologist | Midcentral District Health Board | Palmerston North City |
| Psychologist | | Palmerston North City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|---|-----------------------|
| Psychologist | Freda Anne Elizabeth Walker | Wellington City |
| Psychologist | Walker And Ross | Wellington City |
| Psychologist | Webb Psychology Ltd | Auckland City |
| Psychologist | Abano Rehabilitation (Burtons & Health Partners) | Auckland City |
| Psychologist | Bupa Rehab - Community (Active Limited) | Auckland City |
| Psychologist | Capital & Coast District Health Board | Wellington City |
| Psychologist | Brian Dixon | Dunedin City |
| Psychologist | Delta Psychology | Dunedin City |
| Psychologist | Juliet Caren Thomson | Christchurch City |
| Psychologist | Johanna Mai Yee | Christchurch City |
| Psychologist | Nishi Rai-Parkhill - Psychology Partners Ltd | Christchurch City |
| Psychologist | Glyn Psychology | Manukau City |
| Psychologist | Pamela June Lewer Glyn | Auckland City |
| Psychologist | Canterbury District Health Board | Christchurch City |
| Psychologist | Christoph Heinrich Huelsmann | Lower Hutt City |
| Psychologist | Auckland District Health Board | Auckland City |
| Psychologist | QE Hospital Ltd | Rotorua District |
| Psychologist | Graham James Geddes | Timaru District |
| Psychologist | Monarch Psychology | Auckland City |
| Psychologist | Advantage South Limited | Dunedin City |
| Psychologist | Elke Radewald | Whangarei District |
| Psychologist | Matthew James Ward | Palmerston North City |
| Psychologist | Traude Leibbrand | Auckland City |
| Psychologist | Luanda Young | Hamilton City |
| Psychologist | Toos Catharina Maria Gabriels | Whangarei District |
| Psychologist | Mary Eileen Foley | Far North District |
| Psychologist | Deborah Lee Snell | Christchurch City |
| Psychologist | Megan Phillips | Christchurch City |
| Psychologist | Life Mind Psychology - Kris Garstang & Mary Ann Stevens | Nelson City |
| Psychologist | Anita Therese Bellamy | North Shore City |
| Psychologist | Quality Rehabilitation Services Ltd | Auckland City |
| Psychologist | Quality Rehabilitation Services Ltd - Auckland | Auckland City |
| Psychologist | Gael Finlayson Davis | Auckland City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|--|---------------------------|
| Psychologist | Martin Kelly - Registered Psychologist | Christchurch City |
| Psychologist | Elizabeth Caroline Gutteridge | Dunedin City |
| Psychologist | ProCare Health Ltd (IPAC) | Auckland City |
| Psychologist | Taranaki District Health Board | New Plymouth District |
| Psychologist | TCP Services | Gisborne District |
| Psychologist | Bryan T Wright | Christchurch City |
| Psychologist | Psychology Associates Ltd | Dunedin City |
| Psychologist | Ann Elizabeth Galloway | Rodney District |
| Psychologist | Alyson Rosemary Waite | Auckland City |
| Psychologist | Insight @ LFT - Laura Ferguson Trust Canterbury Incorporated | Christchurch City |
| Psychologist | Emma Kate Holmes | Auckland City |
| Psychologist | Nelson Nursing Service Ltd | Nelson City |
| Psychologist | Nelson Nursing Service Ltd | Nelson City |
| Psychologist | Nelson Nursing Service Ltd | Nelson City |
| Psychologist | Nicola Mary Curtis | Far North District |
| Psychologist | James Hegarty | Dunedin City |
| Psychologist | Paul Te Oti Takarangi Warren Joseph | Auckland City |
| Psychologist | Talkingpoint Ltd | New Plymouth District |
| Psychologist | Suzanne Peterson | Christchurch City |
| Psychologist | Jan Lorraine Marsh | Nelson City |
| Psychologist | Triskele Assessment and Therapy Services Limited | Hamilton City |
| Psychologist | Gillian M Pow | Wellington City |
| Psychologist | Jeni Rose Blezard | Dunedin City |
| Psychologist | Margaret Elizabeth Beekhuis | Christchurch City |
| Psychologist | Katrina Margaret Allison | Rotorua District |
| Psychologist | Psychology Consultants | Rotorua District |
| Psychologist | Michael Owen | Tauranga City |
| Psychologist | Kim Kalavati Narsi | Wellington City |
| Psychologist | Melissa Cheung | Wellington City |
| Psychologist | Karen Anne Fincham | Christchurch City |
| Psychologist | James Ashton Smithells | Queenstown-Lakes District |
| Psychologist | Wayne Robin Hewlett | Hamilton City |
| Psychologist | Stephen Phillip Humm | Christchurch City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|-----------------------------------|-----------------------|
| Psychologist | Barbara Anne Matthews | Wellington City |
| Psychologist | Veronika Isler | Hamilton City |
| Psychologist | Doreen Davy | Auckland City |
| Psychologist | Irena Tojic | Christchurch City |
| Psychologist | Base Psychology Ltd | North Shore City |
| Psychologist | John De Freitas | Christchurch City |
| Psychologist | Peta Lynn Levin | North Shore City |
| Psychologist | Peta L Levin | North Shore City |
| Psychologist | Bonnie Jane Miller | Hauraki District |
| Psychologist | Marianne Quinn | Dunedin City |
| Psychologist | Cecil Thomas Wiehahn | North Shore City |
| Psychologist | Christine Ridding | Wellington City |
| Psychologist | Araho Associates Ltd | Grey District |
| Psychologist | Erin Eggleston - Psychologist Ltd | Rotorua District |
| Psychologist | Margaret Anne Adams | Grey District |
| Psychologist | Richards-Ward & Associates | Rotorua District |
| Psychologist | Victor Frederik Willem Soeterik | Palmerston North City |
| Psychologist | Briar McLean | Auckland City |
| Psychologist | Identity Rehabilitation Ltd | Nelson City |
| Psychologist | Fiona Nancy Gordon | Palmerston North City |
| Psychologist | Rachel Grimwood | Rodney District |
| Psychologist | Gina Therese Madigan | Rotorua District |
| Psychologist | Christine Marie Vorster | Hamilton City |
| Psychologist | Geraldine Keith | Porirua City |
| Psychologist | Annette Grotum Sorensen | Wellington City |
| Psychologist | Danute Leatham | Auckland City |
| Psychologist | Margaretanne Roger | Far North District |
| Psychologist | Kay Gwendoline McCabe | Auckland City |
| Psychologist | Best Practice Ltd | Auckland City |
| Psychologist | Paul Edmund Clymer | Dunedin City |
| Psychologist | Faye E Grigg | Christchurch City |
| Psychologist | Mind Matters Psychology Ltd | Hamilton City |
| Psychologist | Louise Woolf | Auckland City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--------------|--|---------------------------|
| Psychologist | Focus On Potential Ltd | Hamilton City |
| Psychologist | Stressbox Limited | Queenstown-Lakes District |
| Psychologist | Rosalind Ann Walker | South Wairarapa District |
| Psychologist | Rosalind Ann Walker | South Wairarapa District |
| Psychologist | Lisa Toinette Cohen | Auckland City |
| Psychologist | Nancy E Stuart | Marlborough District |
| Psychologist | John Kennedy Psychology | Dunedin City |
| Psychologist | Cariad Psychological Services Ltd | Marlborough District |
| Psychologist | Integrated Health Solutions Ltd T/A Psychological Rehab Spec | Gisborne District |
| Psychologist | Adapt Therapy Services | Palmerston North City |
| Psychologist | Gina Maree Rickards | Tauranga City |
| Psychologist | Gina Maree Rickards T/A Psychology Works Tauranga | Tauranga City |
| Psychologist | Krystyna Maria Rzoska | Christchurch City |
| Psychologist | Kapiti Psychology Ltd | Kapiti Coast District |
| Psychologist | Integrated Partners In Health Ltd - IPH | Auckland City |
| Psychologist | Barry Kirker T/A South Auckland Psychology | Auckland City |
| Psychologist | ABI Rehabilitation New Zealand Limited | Auckland City |
| Psychologist | Teresa Kathleen Watson | Wellington City |
| Psychologist | Frances-Mary Vertue | Christchurch City |
| Psychologist | Sarah Schnellenberg | Wellington City |
| Psychologist | Annette Audrey Barnes | Gisborne District |
| Psychologist | Paul Lawrence Neilson | Christchurch City |
| Psychologist | Charlotte Elizabeth West | Christchurch City |
| Psychologist | Tracey Barnfield - Registered Psychologist | Wellington City |
| Psychologist | Ruwani Kumari Fernando | Dunedin City |
| Psychologist | Averil May Lloyd Herbert | Rotorua District |
| Psychologist | XtraPsych Limited | Whangarei District |
| Psychologist | Acorn Psychological Services - Chris Grove | Tauranga City |
| Psychologist | Bay Rehab Ltd | Tauranga City |
| Psychologist | Stewart Rehabilitation Services New Zealand Trust | Auckland City |
| Psychologist | Atarua Holdings Limited - Michael Greer | Nelson City |
| Psychologist | Melissa Frances Porritt | Napier City |
| Psychologist | Cavana Dyne & Associates Ltd | Lower Hutt City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|--|--|-----------------------|
| Psychologist | Gillian Taylor | Auckland City |
| Psychologist | Watts Clinicians and Consultants | Franklin District |
| Psychologist | Gerney Ltd | Porirua City |
| Psychologist | Centre For Human Potential Limited | Nelson City |
| Psychologist | Karolle Annette Gjaltema | Rodney District |
| Psychologist | Sandra Joy Fowler | Christchurch City |
| Psychologist | University of Canterbury T/A The Psychology Centre | Christchurch City |
| Psychologist | Pamela June Clarke | Auckland City |
| Psychologist | PsychoDynamix (BOP) Ltd | Tauranga City |
| Psychologist | Alive! Psychological Services Limited | Napier City |
| Psychologist | Helen Audrey Bush | Christchurch City |
| Psychologist | Jessica Taylor T/A CBT Solutions | Hamilton City |
| Psychologist | Jake Dillon Dickson | Dunedin City |
| Psychologist | Frances Jean Lowe | Napier City |
| Psychologist | Susan Mafi | Auckland City |
| Psychologist | Capital Mental Health Solutions Limited | Wellington City |
| Psychologist | Dan Bernard Goodkind | New Plymouth District |
| Psychologist | Ivanka Liubomirova Miteva | Auckland City |
| Psychologist | Michelle Reihana | Grey District |
| Psychologist | Professional Psychological Services | Tauranga City |
| Psychologist | Active Limited | Auckland City |
| Sexual Assault Assessment and Management | Robyn Denise Carey | Timaru District |
| Sexual Assault Assessment and Management | Louise Evelyn Perdue Bourke | Timaru District |
| Sexual Assault Assessment and Management | Angela Craig | Hastings District |
| Sexual Assault Assessment and Management | Auckland District Health Board | Auckland City |
| Sexual Assault Assessment and Management | Cambridge Clinic | Christchurch City |
| Sexual Assault Assessment and Management | Canterbury District Health Board | Christchurch City |
| Sexual Assault Assessment and Management | Northland District Health Board | Whangarei District |
| Sexual Assault Assessment and Management | Crest Hospital on Carroll - Crest Hospital Ltd | Palmerston North City |
| Sexual Assault Assessment and Management | Midcentral District Health Board | Palmerston North City |
| Sexual Assault Assessment and Management | Whanganui District Health Board | Whanganui District |
| Sexual Assault Assessment and Management | Capital & Coast District Health Board | Wellington City |
| Sexual Assault Assessment and Management | Hutt Valley District Health Board | Lower Hutt City |

List of Vendors Contracted to ACC To Provide Services For SCU Clients

| | | |
|---|--|----------------------------|
| Sexual Assault Assessment and Management | Taranaki District Health Board | New Plymouth District |
| Sexual Assault Assessment and Management | Taranaki Sexual Assault Services | New Plymouth District |
| Sexual Assault Assessment and Management | Kaiti Medical Centre Ltd - Three Rivers Medical Centre | Gisborne District |
| Sexual Assault Assessment and Management | Tairāwhiti District Health Board | Gisborne District |
| Sexual Assault Assessment and Management | Compass Health Wellington Trust | Wellington City |
| Sexual Assault Assessment and Management | Wairarapa District Health Board | Masterton District |
| Sexual Assault Assessment and Management | Lakes District Health Board | Rotorua District |
| Sexual Assault Assessment and Management | Anglesea Clinic A & M Ltd | Hamilton City |
| Sexual Assault Assessment and Management | Waikato District Health Board | Hamilton City |
| Sexual Assault Assessment and Management | Bay of Plenty District Health Board | Tauranga City |
| Sexual Assault Assessment and Management | Bay of Plenty Sexual Assault Support Services Trust | Tauranga City |
| Sexual Assault Assessment and Management | Independent Nursing Practice (INP) | Nelson City |
| Sexual Assault Assessment and Management | Nelson Marlborough District Health Board | Nelson City |
| Sexual Assault Assessment and Management | Southern District Health Board | Dunedin City |
| Sexual Assault Assessment and Management | Hawkes Bay District Health Board | Napier City |
| Training for Independ - Adults Sensitive Claims | Step Ahead Therapy Services | Rotorua District |
| Training for Independ - Adults Sensitive Claims | Assessment Providers Tnki Ltd | New Plymouth District |
| Training for Independ - Adults Sensitive Claims | Rehab People Ltd | Christchurch City |
| Training for Independ - Adults Sensitive Claims | Coastal Rehab Services Ltd | Thames-Coromandel District |
| Training for Independ - Adults Sensitive Claims | Te Awamutu Gracelands Trust T/A Enrich+ | Waipa District |
| Training for Independ - Adults Sensitive Claims | RATA South Ltd | Dunedin City |
| Training for Independ - Adults Sensitive Claims | XtraPsych Limited | Whangarei District |
| Training for Independ - Adults Sensitive Claims | Muscle People Ltd | Christchurch City |
| Training for Independ - Adults Sensitive Claims | Gore Health Ltd | Gore District |
| Training for Independ - Adults Sensitive Claims | Adapt Therapy Services | Palmerston North City |
| Training for Independ - Adults Sensitive Claims | Advantage South Limited | Dunedin City |
| Training for Independ - Adults Sensitive Claims | Step Ahead Therapy Services | Rotorua District |
| Training for Independ - Adults Sensitive Claims | OTRS | Hamilton City |
| Training for Independ - Adults Sensitive Claims | Specialist Assessment Services (SAS) | Wellington City |
| Training for Independ - Adults Sensitive Claims | Dual Functions | Napier City |



**AGREEMENT FOR SERVICES
BETWEEN
ACCIDENT COMPENSATION CORPORATION
AND
SUPPLIER
For
Organisational Terms and Conditions (Part 1)
Service Schedule(s) (Part 2)**

Contract Number: HW###

(Version 2)

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AGREEMENT FOR SERVICES

This Agreement is made on the _____ day of _____ 2012

Between ACCIDENT COMPENSATION CORPORATION

a statutory corporation continued by the Injury Prevention, Rehabilitation, and Compensation Act 2001 ("ACC ")

and SUPPLIER ("the vendor")

ACC AND THE VENDOR AGREE that:

1. The Vendor will provide each Service described in the Service Schedules for the Term described in clause 1 of the Quick Reference Information of the applicable Service Schedule.
2. ACC will pay for each Service provided during the relevant Term for that Service, subject to and in accordance with the terms and conditions set out in this Agreement which are applicable to that Service;
3. Each party will comply with all the provisions of this Agreement that apply to it;
4. This Agreement includes the Parts listed below, and any variations to this Agreement made at any time:
Part 1 : Organisational Terms and Conditions
Part 2 : Service Schedules

Signed for and on behalf of Accident Compensation Corporation

Name: David Simpson

Title: Manager,

Claims Management Health Procurement

(Signature)

Date:

In the presence of:

Name:

Title:

Date:

(Signature)

Signed for and on behalf of Supplier

Name:

Title:

Date:

(Signature)

In the presence of:

Name:

Title:

Date:

(Signature)

PART 1 ORGANISATIONAL TERMS AND CONDITIONS
SCHEDULE 1 - QUICK REFERENCE INFORMATION

1 VENDOR'S BANK ACCOUNT (SCHEDULE 5, CLAUSE 3.3)

Bank and Branch:

Account Number: [REDACTED]

2 GST NUMBER: [REDACTED]

3 ADDRESSES FOR NOTICES (SCHEDULE 2, CLAUSE 13)

NOTICES FOR ACC TO:

ACC

Vogel Centre (For deliveries)

19 Aitken Street

P O Box 242 (For mail)

Wellington

Marked: "Attention: Health Procurement"

NOTICES FOR VENDOR TO:

Vendor Name

Physical Address (For deliveries)

Physical address 2

City

Postal Address (For mail)

Postal Address 2

City

Marked: "Attention: Name, Position"

Facsimile: ([REDACTED]) [REDACTED]

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS

1 RELATIONSHIP OF PARTIES

1.1 Independent Contractor

The Vendor is an independent contractor, contracted by ACC to provide the Services described in this Agreement. Nothing contained or implied in this Agreement shall be construed as creating, and neither Party shall state, imply or do anything to suggest, that this Agreement creates an employer/employee partnership or principal/agent relationship between ACC and the Vendor or any of its proprietors, officers, employees or subcontractors.

1.2 Privity of Contract

Nothing in this Agreement is intended to confer any enforceable rights or benefits on a Claimant.

1.3 Complete Agreement

This Agreement represents the whole of the agreement between the parties, and any provisions in tenders, correspondence or other documents prior to the date of this Agreement and all representations are excluded.

1.4 No Adverse Comments

Neither party will make any oral or written statement or comment to the media, any Claimant or any member of the public in relation to the operation of this Agreement which criticises the other party or which could adversely affect a Claimant's or public opinion of the other party or which brings the other party into disrepute. But if such a statement or comment is made, that party will, at the request and with the prior agreement of the other party, promptly make an appropriate retraction or take such other remedial steps as are appropriate and reasonable in the circumstances. This will be without prejudice to any other rights, remedies or actions available to the other party.

1.5 Contract Excludes Regulations

This Agreement and any other agreement in effect between the parties at the relevant time exclusively regulate the provision by the Vendor for ACC of personal health services of the kinds included within the Services that are to be provided under this Agreement for a particular Claimant and the pricing and the payment obligations of ACC for those Services. In particular, the Vendor will not make a claim against ACC for payment for any of those Services under any regulations under the IPRC Act.

2 PARTIES REMAIN RESPONSIBLE

2.1 Assignment/Subcontracting

The Vendor, subject to clause 2.2, shall not assign, transfer, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under this Agreement or any part of this Agreement without the prior written consent of ACC, such consent not to be unreasonably withheld.

2.2 ACC Prior Consent not Required to Certain Subcontracts

The Vendor need not obtain the prior written consent of ACC to a subcontract for the provision of certain (but not all) of the Services by Registered Health Practitioners provided that the subcontract is in writing and requires the Services for Claimants to be provided by or under the supervision of Registered Health Practitioners.

2.3 Ensure Subcontractors Bound

The Vendor shall ensure there is included in every agreement entered into with a subcontractor provisions, which enable the Vendor to discharge and secure compliance with its obligations under this Agreement including (without limitation) clause 4 of this Schedule 2.

2.4 Vendor not Relieved

The assignment, transfer, subcontracting or other disposal of any of the Vendor's liabilities or obligations shall not relieve the Vendor from any liability or obligation.

2.5 Change in Control

If at any time there is a change in the shareholding or ownership of the Vendor that alters the effective control of the Vendor (other than where the Vendor is a company whose shares are listed on any recognised Stock Exchange) without the Vendor obtaining ACC's prior written approval to the change, then ACC may, within 15 working days of receiving notice of the change, give to the Vendor notice of breach pursuant to clause 9.1.

3 RESPONSIBILITIES OF PARTIES

3.1 Vendor to Provide Services

The Vendor agrees to:

- 3.1.1 provide the Services in accordance with the provisions of this Agreement;
- 3.1.2 advise ACC immediately if an Insolvency Event occurs in respect of the Vendor or on the bankruptcy or liquidation of the Vendor.

3.2 ACC to Pay for Services

ACC agrees to:

- 3.2.1 pay the Vendor for the Services as required by this Agreement and in accordance with and subject to the provisions of this Agreement;
- 3.1.2 comply with all Law applicable to it.

3.3 Good Faith

Both Parties agree to act in good faith and consult with each other whenever and as often as may be appropriate on matters affecting their respective obligations.

3.4 Statutory Obligations

Nothing in this Agreement shall affect the statutory obligations of either Party to Claimants or shall bind either Party to do or refrain from doing anything in a manner that is not consistent with the Law.

4 INFORMATION/CONFIDENTIALITY

4.1 General

All matters relating to this Agreement and all information acquired or received by either Party in the course of or under this Agreement shall be held confidential and shall not be divulged in any way to any other person without the prior written approval of the Party which provided the information.

4.2 Tape Recording of Meetings by Claimants

ACC's policy is to permit Claimants to make audio recordings of meetings. In anticipation that the Claimant may use their recording for complaints proceedings, the Vendor should ensure that the Service Provider also document the meeting.

4.3 Information about Assessors

In order to act in a manner consistent with the Code of ACC Claimant's Rights, ACC will allow Claimants to choose their Assessor. In order to allow Claimant choice of Assessor, ACC will, upon request from the Vendor, provide details of the qualifications and experience of available Assessors in the Claimant's geographic location.

4.4 No Breach

Disclosure of information in the following circumstances shall not be a breach of clause 4.1:

- 4.4.1 to any non- registered Health Professional consultants on obtaining a similar undertaking of confidentiality from such Health Professional;
- 4.4.2 to the extent that the information has become generally available to the public other than as a result of unauthorised disclosure by a Party;
- 4.4.3 to the extent that a Party is required to disclose the same pursuant to the Official Information Act 1982 or any other Law;
- 4.4.4 to the extent that it is necessary and reasonable for ACC to disclose certain information (such as the name of the Vendor) to ensure the efficient and uninterrupted operation of this Agreement;
- 4.4.5 as provided in this Agreement;
- 4.4.6 to the ACC Complaints Investigator but, in each case, any such disclosure shall be subject to the provisions of the Privacy Act 1993 and the Health Information Privacy Code 1994.

4.5 High Profile Issues

- 4.5.1 The Vendor will immediately advise ACC if it becomes aware of any issue relating to a Claimant currently receiving Services under this Agreement, the Claimant's treatment, the operation of this Agreement or ACC which, in the Vendor's opinion, has or may have media or public interest;
- 4.5.2 Neither Party will make or issue to the media or any member of the public any oral or written statement or comment concerning a Claimant, the Claimant's treatment or ACC or the operation of this Agreement, without prior consultation with the other Party.
- 4.5.3 Each Party will promptly advise the other if it is required to provide information to a Claimant, professional disciplinary body or other person under the Official Information Act 1982, the current Code of Health and Disability Services Consumers' Rights or other legislation or is the subject of a complaint, concerning a Claimant, the Claimant's treatment or the operation of this Agreement.

5 VARIATION OF AGREEMENT

5.1 Variations by Agreement

No variation of this Agreement shall be effective, unless it is agreed in writing by both Parties or unless it is made pursuant to clause 5.2 or clause 5.3.

5.2 ACC may Amend Specifications

After consultation with the Vendor, ACC may at any time give notice to the Vendor that the provisions of any one or more of the Parts of, or Schedules, to this Agreement (excluding prices) are amended or added to with effect from a date stated in the notice, and this Agreement shall be deemed varied accordingly with effect from that date, provided that notice may not be given if this would have the effect of reducing the prices payable under this Agreement. The Vendor may claim any additional costs from ACC that it can show that it will suffer as a result of the variation, and upon obtaining ACC's agreement, ACC shall be liable to pay such additional costs to the Vendor. If agreement cannot be reached, either party may require the matter to be resolved under clause 12 (Disputes).

5.3 Variations to give Effect to Government Policy Changes

Notwithstanding clause 5.2, where a change in legislation or regulations or a ministerial directive under the IPRC Act is stated by notice given to the Vendor by ACC to have the effect of requiring this Agreement to be varied in any respect, this Agreement shall be deemed varied accordingly from the date stated in the notice and ACC shall not be liable for any loss or additional costs suffered or incurred by the Vendor as a result unless ACC agrees otherwise.

6 CIRCUMSTANCES BEYOND CONTROL

6.1 Suspension of Obligations

Neither Party shall be liable for failure to perform nor delay in performing this Agreement to the extent that the cause of such failure or delay is beyond that Party's reasonable control, providing notice claiming suspension of its obligations is given under clause 6.2.

6.2 Notice Claiming Suspension

A Party claiming suspension of its obligations shall, within three working days after the Party becomes aware of the cause and its supervening effects in respect of which suspension of its obligations is claimed, give notice of the cause, furnish all available information detailing the cause and give an estimate of the period of time required to remedy the cause (if such remedy is deemed practicable), to the other Party.

6.3 Period of Suspension

Any suspension of the obligations of a Party shall be limited to the period during which the cause falling within clause 6.1 continues to exist.

7 AGREEMENT TERMINATION OR SERVICE CANCELLATION BY NOTICE

7.1 By Notice as of Right

Either party may, without incurring any liability to the other for damages or other compensation, at any time give to the other no less than:

7.1.1 three calendar months notice of termination of this Agreement and all the Services; or

7.1.2 three calendar months notice of the cancellation (or any lesser notice period for cancellation permitted under the applicable Service Schedule) from this Agreement of a particular Service Schedule and the Service(s) described in that Service Schedule.

7.2 Termination Date

The later of three calendar months after the date upon which such notice is received by the Vendor and any date specified in the notice as the date upon which this Agreement shall come to an end, shall be the date upon which this Agreement and all the Services shall come to an end (the "Termination Date").

7.3 Cancellation Date

The later of three calendar months (or any lesser notice period for cancellation permitted under the applicable Service Schedule) after the date upon which such notice is received by the Vendor and any date specified in the notice as the date at which the Service Schedule is to be cancelled, shall be the date ("Cancellation Date") when the Service Schedule and the Service(s) described in that Service Schedule are removed from this Agreement. From the Cancellation Date the Vendor is released from the obligation to provide the Service(s) described in that Service Schedule, and ACC is released from the obligation to pay for such Service(s) provided after that date. If a Service for a Claimant had commenced prior to the issue of a notice of cancellation for that Service then that Service will be completed in respect of that Claimant and paid for in accordance with the applicable Service Schedule unless ACC otherwise directs.

8 TERMINATION ON INSOLVENCY

8.1 Immediate Termination without Prior Notice

This Agreement and all the Services shall end immediately (without any requirement for prior notice) by reason of a deemed breach of this Agreement by the Vendor on the insolvency or liquidation of the Vendor. (This shall not apply, however, in the case of a liquidation of the Vendor for the purpose of reconstruction or amalgamation where the terms have been approved by ACC.)

8.2 Termination Date without Prior Notice

The date the Vendor is adjudicated bankrupt or the date of appointment of a liquidator in respect of the Vendor is the date upon which this Agreement and all the Services shall end (the relevant date being the "Termination Date").

8.3 Immediate Termination on Notice

If an Insolvency Event has occurred in respect of the Vendor and if, at any time thereafter, ACC gives notice to the Vendor of termination of this Agreement and all of the Services, this Agreement and all the Services shall end immediately by reason of a deemed breach of this Agreement by the Vendor.

8.4 Termination Date on Notice

The date a notice given by ACC in accordance with clause 8.3 is received by the Vendor is the date upon which this Agreement and all the Services shall end (the relevant date being the "Termination Date").

9 TERMINATION FOR BREACH

9.1 Notice of Breach

If either Party considers that the other has breached any provision of this Agreement, that Party may give notice to the other specifying the breach and giving the other Party 10 Working Days for the breach to cease and/or to remedy the breach if it is capable of remedy.

If the breach has not ceased or if the breach being capable of remedy has not been remedied within the period of 10 Working Days, then the Party which gave the notice may forward to the other Party a notice of termination of this Agreement and all of the Services.

9.2 Termination Date

This Agreement and all the Services shall terminate on the date of receipt by the other party of the notice of termination given under clause 9.1 or any later date specified for that purpose in the notice (the relevant date being the "Termination Date").

10 CANCELLATION OR EXPIRY - RIGHTS PRESERVED

10.1 Release from Cancellation Date or Date of Expiry

From the Cancellation Date for a particular Service Schedule or from the Date of Expiry of a particular Service Schedule, the Vendor is released from the obligation to further provide the Service(s) described in that Service Schedule, and ACC is released from the obligation to pay for such Service(s) provided after that date. If a Service for a Claimant had commenced prior to the issue of a cancellation notice or the Date of Expiry for that Service then that Service will be completed in respect of the Claimant unless ACC directs otherwise, and paid for in accordance with the applicable Service Schedule.

10.2 Termination Cancellation or Expiry Without Prejudice to Rights

Termination of this Agreement under clauses 2.5, 7.1, 8.1, 8.3 or 9.1, or the cancellation or the expiry of any particular Service Schedule, shall be without prejudice to the rights, other remedies and obligations of either Party under this Agreement or under the Law which may have arisen before or on the Termination Date for this Agreement or the Cancellation Date or the Date of Expiry for the particular Service Schedule, and such rights, other remedies and obligations continue to have effect and may be enforced after the relevant date. Termination or cancellation shall also be without prejudice to any other rights or remedies of the party who gave the notice of termination or cancellation. ACC may deduct any amount to which it is entitled as a result of the Vendor being found to have breached this Agreement and therefore has been funded for services which ACC has no legal entitlement to pay from moneys otherwise payable to the Vendor.

11 INDEMNITY

Each Party will indemnify, and will keep indemnified, the other Party against all claims, costs (including solicitor and client costs), liabilities and losses suffered or incurred by that other party as a result of any act or omission by the first Party in respect of a Claimant (other than for compensation payable by ACC for medical misadventure) or in any way related to this Agreement or to any alleged breach by the first Party of any Law, except to the extent that the same arises as a result of any act or omission of the other Party. ACC may deduct any amount to which it is entitled to be so indemnified from moneys otherwise payable to the Vendor once the amount to be deducted has been agreed by the Vendor or determined by the arbitrator as provided in clause 12 (Disputes).

12 DISPUTES

12.1 Endeavour to Agree

If a dispute arises in any way related to this Agreement (other than any renewal of it or the fixing of any prices upon any renewal), the Parties shall in good faith endeavour to resolve the dispute by agreement.

12.2 Reference to Senior Executives

If the dispute is not promptly resolved, it shall be referred to the General Manager, Health Purchasing, ACC and the chief executive of the Vendor jointly to seek agreement upon a resolution.

12.3 Mediation / Arbitration

If the dispute is unable to be resolved by agreement, either Party may, in writing, request that the dispute be referred to mediation. If the other Party does not wish the dispute to be referred to mediation or if it is not possible to agree on a mediator within 10 working days or to resolve the dispute through mediation, either Party may refer the dispute for determination by arbitration of a single arbitrator (to be appointed by the President of the NZ Law Society if not agreed within 10 working days of reference) under the Arbitration Act 1996.

12.4 Parties to Continue to Comply with Agreement

Notwithstanding the existence of a dispute, the Parties shall continue to fully comply with their obligations under this Agreement in accordance with and subject to its provisions.

13 NOTICES

13.1 Sending

All notices and other communications provided for or permitted under this Agreement shall be sent by mail with postage prepaid, or by hand delivery, or by facsimile as shown on the relevant address set out in Schedule 1 or to such other address or person as that Party may specify by notice in writing to the others.

13.2 Deemed Time of Giving

All such notices or communications shall be deemed to have been duly given or made:

13.2.1 Four days after being deposited in the mail by the sending with all postage prepaid;

13.2.2 On delivery when delivered by hand or on behalf of the sender;

13.2.3 If sent by facsimile, when a completed transmission report is received by the sender unless a verifiable query as to material illegibility is promptly raised.

13.3 Deemed Time (delivery or fax)

Delivery by hand or transmission by facsimile prior to 5.00 p.m. on a Working Day shall be deemed effected on the date of delivery or transmission, and delivery or transmission after 5.00 p.m. shall be deemed effected on the next Working Day.

14 CONFLICTS OF INTEREST/FINANCIAL INCENTIVES

The Vendor will at all times during the Term of each relevant Service Schedule use its best endeavours to ensure that no action is taken by itself, its personnel and sub-contractors which could or might result in or give rise to the existence of conditions prejudicial to or in conflict with the interests of ACC if such action touches upon or relates to this Agreement or the delivery of the Services.

If the Vendor has a financial interest in an entity supplying, procuring or manufacturing products or services, the Vendor shall ensure that those products or services are not utilised in providing, nor comprise, the Services described in the Service Schedules

Where in order to provide the Services, the Vendor procures products or services, the Vendor shall not accept or receive (or permit any person associated with the Vendor to accept or receive) any incentive or reward for providing those products or services, whether by way of any gift, voucher, cash, trip or travel, merchandise or equipment or any discount, rebate or credit towards such items or in any other form whatsoever.

The Vendor shall under no circumstances accept or receive (or permit any person associated with the Vendor to accept or receive) any incentive or reward conditional upon, based on, or linked to the recommendation or procurement of any products or services utilised in providing or comprising the Services.

15 NO EXTENSION OR RENEWAL

Nothing in this Agreement shall be taken or read as expressly or impliedly warranting that the Vendor is entitled to an extension or renewal of any of the Service Schedules comprised in this Agreement at any time, or to any further agreement with ACC in respect of any or all the Services described in the Service Schedules. The Vendor shall not have any claim against ACC for any costs or expenses incurred in anticipation of a further agreement or that any or all the Services or the Service Schedules will be extended or renewed, or for any anticipated income, profits or other sums whatsoever.

16 MULTIPLE VENDORS

If this Agreement is signed by more than one Vendor, the liability of all Vendors under this Agreement shall be joint and several.

17 WAIVER

No failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver nor shall any single or partial exercise or the exercise of any other right or power or privilege whether arising under the Law or this Agreement

18 SERVICES FOR INJURED EMPLOYEES OF ACCREDITED EMPLOYERS

18.1 Purchase of Services by Accredited Employers

The Vendor agrees that Accredited Employers are permitted to purchase the Services for their Injured Employees and that the Vendor will provide Services to those Injured Employees, subject to the provisions of clauses 18.2 to 18.4 below.

18.2 Information to Accredited Employers

ACC may, from time to time and for the purpose of facilitating purchase arrangements between the Vendor and Accredited Employers, release information about this Agreement including prices to Accredited Employers, provided the Accredited Employer has first agreed in writing with ACC to keep that information confidential and to use it only for the purpose of purchasing Services.

18.3 Access

During the period from the date of any Referral made or approved by an Accredited Employer, until expiry of the Term of the applicable Service Schedule, the Vendor will provide Services to Injured Employees of such Accredited Employers on the same terms and prices as specified in this Agreement (subject to any minor adjustments to this Agreement which may be necessary to give effect to this clause 18, and to any changes in those terms and prices subsequently agreed between the Vendor and Accredited Employer) as if "ACC" in this Agreement was a reference to the particular Accredited Employer. For the purposes of this clause any Injured Employee of an Accredited Employer is deemed to be a "Claimant".

18.4 ACC not Liable for Purchasing by Accredited Employers

ACC's role is to bring the Vendor and Accredited Employers together. The Vendor agrees that ACC and each Accredited Employer is only liable in respect of the individual purchases made by ACC or that employer and neither of them has any joint liability (except as provided in section 187(3) of the IPRC Act). Accordingly, all communications, invoicing and reporting about Injured Employees will go to the Accredited Employer of the Injured Employee or Injured Employees who receives the Services.

19 WHERE ACC APPROVAL, PRICE OR COVER IS UNCERTAIN

If prior to the commencement of a Service, the Vendor is uncertain whether or not:

- (a) a particular person or Claimant is eligible for the Service; or
- (b) a person is a Claimant; or
- (c) a price has been agreed for the Service; or
- (d) the services required for the Claimant are within the scope of the Services that can be provided under this Agreement

then the Vendor will immediately request a written determination of the issue from ACC. ACC will provide a written decision within 5 Working Days of receiving the request or will notify the Vendor if there will be a delay. ACC's determination may include a direction that the person be transferred to an

appropriate facility. The Vendor will provide the service sought while cover is being determined. If ACC determines that the person is a Claimant who is entitled to the Service, then retrospective payment will be arranged by ACC in accordance with the relevant Service Schedule.

20 SERVICE SCHEDULE TO TAKE PRECEDENCE

Where a clause in a Service Schedule in Part 2 of this Agreement specifies a requirement which is different from a requirement in a clause in Part 1 of this Agreement, the clause in Part 2 will take precedence and will apply to the Service to be provided under that Service Schedule.

DEFINITIONS AND INTERPRETATION

Definitions:

In this Agreement, unless the context otherwise requires:

“**ACC**” means the Accident Compensation Corporation continued under the IPRC Act and, where the context requires, includes its employees, agents, consultants and contractors, and its successors and assigns;

“**Accredited Employer**” means an employer accredited by ACC under the Accredited Employer Programme in accordance with the framework established under section 183 of the IPRC Act under which the employer and ACC may agree that the employer will provide entitlements in relation to work-related personal injuries suffered by the employer’s employees; and includes, where appropriate, any subcontractor appointed in accordance with the accreditation agreement between ACC and the Accredited Employer; and “**Accredited Employers**” has a corresponding meaning;

“**Agreement**” and “**this Agreement**” means the agreement of which this provision forms part including all schedules (including Service Schedules), and appendices to it, as varied at any time;

“**Claimant**” means any person who has been accepted by ACC as eligible for cover in respect of personal injury under the IPRC Act, and includes any other person or class of persons deemed by ACC to be a Claimant for the purposes of this Agreement;

“**Commencement Date**” means the date when the Term for any Service described in a Service Schedule commences as stated in clause 1 of the relevant Quick Reference Information for that Service Schedule;

“**Date of Expiry**” for any Service described in this Agreement has the meaning defined in clause 1 of the relevant Quick Reference Information for that particular Service;

“**General Practitioner**” means a person registered as a medical practitioner under the Medical Practitioners Act 1995 who provides primary and continuing care to individuals, families, and to a practice population; and “**GP**” has a corresponding meaning;

“**GST**” means Goods and Services Tax under the Goods and Services Tax Act 1985;

“**Injured Employee**” means a person who has suffered a work-related personal injury and who was, at the time the work-related personal injury was suffered, an employee of an Accredited Employer in that employment; and “**Injured Employees**” has a corresponding meaning;

“**IPRC Act**” means the Injury Prevention, Rehabilitation, and Compensation Act 2001;

“**Insolvency Event**” means:

- (a) the appointment of a receiver or receiver and manager or statutory manager in respect of the whole or part of the activity or property of the Vendor;
- (b) the Vendor entering into; or resolving to enter into; a scheme of arrangement or composition for the benefit of creditors or any class of creditors;
- (c) the Vendor suspending or stopping payment to its creditors generally or ceasing to carry on business as normal; or threatening or stating that it will do any of those things;

“**Law**” includes:

- (i) Any legislation; decree; judgement; order; regulation or by law; and;
- (ii) Any rule; protocol code of ethics or practice or conduct and other ethical or standards guidelines and requirements of any relevant professional authority; in effect at the relevant time;

“**Parties**” means ACC and the Vendor and “**Party**” refers to either of them;

“**Referral**” means a referral of an eligible Claimant to the Provider for the provision of Services in accordance with the Referral process described in a Service Schedule; and “**Refer**”, “**Referred**” and “**Referrer**” have a corresponding meaning;

“Registered health professional”

- (a) means a chiropractor, clinical dental technician, dental technician, dentist, medical laboratory technologist, medical radiation technologist, midwife, nurse, occupational therapist, optometrist, pharmacist, physiotherapist, podiatrist, or registered medical practitioner; and
- (b) includes any person referred to in paragraph (a) who is temporarily or provisionally registered or certified under the relevant enactment, and is not required to hold an annual practising certificate or annual licence, but only when acting in accordance with any conditions of such temporary or provisional registration or certification; and
- (c) includes a member of any occupational group included in the definition of registered health professional by regulations made under section 322 (Section 6, IPRC Act 2001);

“Services”, “Service”, “the Services” means the services (or some or all of them, as the context may require) that are to be provided by the Vendor in accordance with the Service Schedules;

“Service Provider” means a person engaged by the Vendor to provide any of the Services. The Vendor may also be a Service Provider;

“Service Schedule” means a Service Schedule contained in Part 2 of this Agreement;

“Term” refers to the period described in a Service Schedule during which the Service(s) described in that Service Schedule are to be provided;

“Termination Date” means the date that this Agreement and all the Services are terminated pursuant to clauses 2.5, 7.1, 8.1, 8.3 or 9.1 of this Schedule 2;

“Treatment” includes:

- (a) physical rehabilitation
- (b) cognitive rehabilitation
- (c) an examination for the purposes of providing a certificate including the provision of the certificate. (Section 6(1), IPRC Act);

“Vendor” means the Party whose reference name is “the Vendor” in this Agreement and, where the context requires, includes its employees, agents and permitted contractors, and its successors and permitted assigns;

“Working Day” means a calendar day other than any Saturday or Sunday, any public holiday or any day falling within the period 24 December to 5 January inclusive.

Interpretation:

In this Agreement, unless the context otherwise requires:

- (a) Expressions defined in this document bear that defined meaning in the whole of this Agreement;
- (b) A reference to one gender shall include the other;
- (c) References to schedules, sections, clauses and subclauses are references to schedules, sections, clauses and subclauses of this Agreement;
- (d) The singular shall include the plural and vice versa;
- (e) Clause and other headings shall be ignored in construing this Agreement;
- (f) Any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- (g) References to statutes, regulations, ordinances, bylaws or other instruments include any amendment, substitution or re-enactment;
- (h) A person includes a company or other entity. Any reference to a person applies to his/her personal representatives or to its legal successors;
- (i) To the extent that there is a conflict or inconsistency between a provision of any Request for Proposal or any Proposal, and any other provision of this Agreement, the other provision shall prevail.

SCHEDULE 3 - ORGANISATIONAL QUALITY STANDARDS

1 INTRODUCTION

These Organisational Quality Standards outline the requirements that the Vendor must meet in providing all Services described in this Agreement. These standards are subject to audit but are not subject to regular reporting unless stated elsewhere in this Agreement.

2 WRITTEN POLICY, PROCEDURES, PROTOCOL, GUIDELINE, POLICY

Where a standard refers to the requirement for a written policy, procedure, programme, information or plan, the Vendor will provide ACC with a copy on request.

3 ALL STAFF INFORMED

The Vendor will ensure that employees and sub-contractors are aware of their responsibilities under these Organisational Quality Standards and relevant Service Schedules as they relate to the Services.

4 PHILOSOPHY

The Vendor will provide Services:

- which support the following objectives of ACC:
 - the reduction of the social, economic and physical impact of personal injury on individuals and the community;
 - the provision of comprehensive, 24-hour, no-fault cover for people who have been injured by accident;
 - to administer the schemes so that injured people receive prompt, sustainable and cost-effective return to independent living and employment to the maximum degree possible and at an affordable price.
- that promote the concept of best practice as an ongoing provider quality assurance mechanism
- that are necessary, appropriate, timely, of the required quality, and not excessive in number or duration;
- that abide by all relevant legislation (for example the IPRC Act, Privacy Act 1993, Human Rights Act 1993);
- that demonstrate a commitment to the principles of the Treaty of Waitangi and promoting the purchase of culturally appropriate services for Maori and other ethnic groups;
- that promote open communication, honesty and respect;
- which are accessible in a timely manner and promote the concepts of equity and fairness;
- which are organised and administered in a way that will provide an optimum service to Claimants in accordance with the Service requirements outlined in this Agreement;
- which are Claimant focused. Choices and Claimant responsibilities will be clearly specified where appropriate;
- that comply with ACC's Code of Claimant Rights.

5 HAUORA MAORI – CULTURAL COMPETENCY

5.1 ACC's Focus

- (i) ACC recognises its clear obligations under the Treaty of Waitangi to enhance and improve the design of, access to, delivery and monitoring of policies and programmes which impact on the economic opportunities and social outcomes for Maori;
- (ii) All Services under this Agreement will recognise the needs of Maori Claimants to have Services provided in a way that recognises their social, economic, political, cultural and spiritual values.

5.2 Holistic Approach to Rehabilitation

The Services provided by the Vendor will therefore see the best means to practice

- Tikanga mo nga iwi me nga hapu (The protocol of dealing with tribes and sub-tribes)
- Tino rangatiratanga (Sovereignty)
- Whanaungatanga (Extended family wellbeing)
- Te taha tinana (Physical wellbeing)
- Te taha wairua (Spiritual wellbeing)
- Te taha whanau (Family wellbeing)
- Te taha hinengaro (Mental wellbeing).

5.3 Practical Application of the Treaty of Waitangi

Services provided by the Vendor will take into account the three articles of the Treaty of Waitangi and their practical application.

- (i) Implication of article one: Kawanatanga: Governorship and the Crown's obligation to be responsive to Maori.

The Vendor will ensure its Services meet the needs of Maori Claimants for the Services to be provided in accordance with this Agreement.

- (ii) Implication of article two: Tino rangatiranga: Control and authority given to Maori to meet specific needs of Maori where appropriate and relevant.

The Vendor will involve Maori Claimants and their whanau in the planning, delivery and supervision of the Services to be provided in accordance with this Agreement.

- (iii) Implication of article three: Oritetanga: Outcomes for Maori to achieve completed rehabilitation at the same level as all other New Zealanders.

The Vendor will ensure that the Services to be provided in accordance with this Agreement contribute to achieving equal outcomes for Maori Claimants as for all other Claimants.

5.4 ACC's Cultural Guidelines for Providers

The Vendor will comply with ACC's Cultural Guidelines for Providers.

6 RECOGNITION OF PACIFIC PEOPLE'S CULTURE, VALUES AND BELIEFS

6.1 ACC's Focus

ACC recognises the importance of delivering culturally appropriate Services for Pacific people. All Services under this Agreement will recognise the needs of Pacific Claimants to have Services provided in a way that recognises their social, economic, political, cultural and spiritual values.

6.2 The Services Provided by the Vendor will

- (a) show understanding and respect for the key principles outlined in the Pacific Health and Disability Action Plan (Ministry of Health 2002); and
- (b) recognise the Claimant's right to continue cultural values and belief activities, and not unreasonably limit those values and activities while providing Services; and
- (c) recognise the bond between Pacific people and their families; and
- (d) involve Pacific Claimants and their families in the planning, development, monitoring and implementation of Services provided; and
- (e) ensure that the services to be provided in accordance with this Agreement contribute to achieving equal outcomes for Pacific Claimants as for all other Claimants.

7 QUALITY STANDARDS

7.1 Quality Standards

ACC is committed to purchasing Services from providers who can provide and demonstrate a quality Service. To this end, the Vendor will:

- (a) Provide the Services in accordance with the philosophies expressed in clauses 4, 5 and 6 above;

- (b) Ensure that all timeframe requirements in this Agreement as more particularly described in the Service Schedule for each Service in Part 2 are met;
- (c) Provide the Services in accordance with all current clinical, ethical and professional standards and guidelines, including the Health and Disability (Safety) Act 2001, and with the degree of professional skill, care and diligence expected of an appropriately qualified person experienced in providing the same or similar services;
- (d) Comply with all Law including (without limitation) the Privacy Act 1993 and the Health Information Code 1994 and ensure compliance with the current Code of Health and Disability Services Consumers Rights 1996 and the Health and Safety in Employment Act 1992. In particular the Vendor will ensure that any personal or health information they hold about a Claimant is protected by reasonable security safeguards against loss or unauthorised access, use modification or disclosure.
- (e) Ensure the stipulated time, cost and quality objectives of ACC for each Service are met;
- (f) Advise ACC immediately if the Vendor becomes aware of any matter which may change or delay the performance of the Services. The advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it;
- (g) Ensure that clinical records are kept up to date and include the ACC Claimant number; or include:
 - (i) the ACC 45 number;
 - (ii) the M45, M46 or ACC 45 number; and
 - (iii) the National Health Index (NHI) number (where relevant).
- (h) Comply with all relevant provisions of the National Minimum Data Set, Dictionary (the current version) published by New Zealand Health Information Service (which is available on the NZIG website, NZIG.govt.nz), including those relating to Z Codes and the ACC Identifier;
- (i) If the Vendor is a District Health Board or provides hospital care (as defined in the Health and Disability Services (Safety) Act 2001), provide ACC with evidence to ACC's satisfaction that they comply with the Health and Disability Services (Safety) Act 2001 including the relevant standards set out in the Health and Disability Services (Safety) Hospital Care Standards.
- (j) When requested by ACC, provide evidence that they have a system for ensuring continued compliance with the Health and Disability Services (Safety) Act 2001.

7.2 Quality Systems

The Vendor is required to:

- have developed written and applied protocols and policies which outline the standards for the Services
- have in place, and follow, written protocols, procedures and policies for the management of the Services. This document needs to be kept up to date and made readily available for staff to read. The document will include written procedures on the following:
 - receiving and responding to complaints
 - systems to measure customer satisfaction with the Service
 - collection, privacy and storage of information
 - roles and responsibilities of those providing the Services
 - culturally appropriate practices
 - rights and responsibilities of Claimants
 - compliance with relevant legislation, regulations, ethical standards and clinical protocols
- ensure that records and documentation are maintained in a manner that is current, detailed and organised and enables effective provision of Services.
- comply with all reasonable instructions and directions of ACC.

7.3 Service Providers

The Vendor will:

- 7.3.1 Ensure the Services are performed by contractors and personnel who have the knowledge, qualifications, skill base and experience appropriate for the provision of the Services, and who have been trained and briefed appropriately to provide the Services.
- 7.3.2 Ensure that all Registered Health Professionals providing the Services are registered or enrolled with the appropriate professional body and have current practising certificates where applicable
- 7.3.3 Ensure that assistants, volunteers and other support personnel receive adequate training to allow them to provide the Services safely, and will work only under the supervision and direction of appropriately qualified staff.

7.4 Key Linkages

The Vendor will demonstrate effective links with a broad range of health and rehabilitation services including, (without limitation):

- Family / whanau and other support people
- Relevant treatment and rehabilitation services in each region including Specialist medical services
- Maori providers, Community care services and advocacy services
- Other relevant providers and support agencies such as the Police, Emergency Services and Social Welfare agencies.

7.5 Communications with General Practitioners

The Vendor shall ensure that processes are in place to ensure adequate communication between Registered Health Professionals and General Practitioners. General Practitioners are to be informed of any Treatment which the Claimant has received, and plans for follow-up or suggested ongoing management.

7.6 Facilities and Equipment

The Vendor shall ensure that:

- 7.6.1 All facilities shall be accessible to people with disabilities.
- 7.6.2 The Service Provider will provide the Services from safe, well-maintained, hygienic facilities that are suitably designed and equipped for the Services
- 7.6.3 All equipment used in the Services shall be safe and maintained to comply with safety and use standards.

7.7 Accessible Information for the Claimant

The Vendor shall ensure that to assist the Claimant in decision-making, and to give informed consent, appropriate information (in writing where appropriate) will be provided by the Service Provider to the Claimant.

7.8 Minimised Travel

The Vendor shall ensure that the delivery of the Services is aimed at minimising the number of times that a Claimant must travel to the Service Provider, particularly for Claimants who have to travel from outside the city in which the Service Provider is located.

7.9 Interpreting Services

Where Claimants require interpreting services in order to communicate adequately with Service Providers, the Vendor will ensure that such services will be supplied without additional cost to the Claimant as part of the Services.

SCHEDULE 4 - MONITORING AND EVALUATION

1 GENERAL

This schedule covers the reporting requirements for this Agreement not already mentioned in Schedule 3.

2 ACC SERVICE EVALUATION

2.1 ACC Rights to Evaluate

As part of the ongoing management of this Agreement, ACC may evaluate the provision of the Services by the Vendor. This is part of the evaluation requirements of ACC and contributes towards its reporting to its Minister. The purpose of such evaluation is to monitor progress and quality of delivery of Services under this Agreement in terms of results against expected performance.

2.2 Scope of Evaluation

The evaluation undertaken by ACC may include (but shall not be restricted to):

- (a) The processes outlined in this Agreement and used in the ongoing management of the Services;
- (b) The prices of the Services provided in relation to the outcomes;
- (c) Satisfaction of the Referrer with the Service Provider and the quality of the Services;
- (d) Satisfaction of Claimants with the Service Providers and ACC; and
- (e) Any other matters reasonably considered to be relevant by ACC.

2.3 Appointed Person

An appropriately qualified person may be appointed and retained by ACC to conduct an evaluation of the above areas of any Service. Prior to such making the appointment, ACC will consult with the Vendor as to the suitability of the appointee to conduct the evaluation. In conducting such evaluations the appointee may (subject to the rights of Claimants or other persons receiving Services) attend the provision of Services, talk with Claimants and/or any of the Service Providers.

2.4 Notice

ACC shall give the Vendor at least 10 Working Days notice of intention to conduct an evaluation.

2.5 Cost

The provision and initial cost of this evaluation is the responsibility of ACC. However, if the evaluation demonstrates that the Vendor is not complying with the Service requirements contained in this Agreement or that any reports provided to ACC pursuant to this Agreement are not valid, and the Vendor does not improve their Service standards to the level required by ACC within a reasonable length of time, then any further evaluations which are required in relation to the same performance issues may, at ACC's discretion, become the cost of the Vendor.

3 SERVICE REVIEW

3.1 Review Meetings

If either Party wishes to undertake a review of any Service and business relationships (including for instance, information flows, timeliness of Service provision, etc) they may advise the other and arrange a meeting to discuss these matters.

4 AUDIT PROVISIONS

4.1 General Right of ACC to Audit

ACC shall have the general right under this Agreement, in addition to any audit and evaluation rights expressed elsewhere in it, to undertake clinical and operational audits at ACC's expense of the Services and compliance with this Agreement.

4.2 Notice

Notice will be given to the Vendor of the proposed audit and its timing, at least 10 Working days before the audit is due to commence.

4.3 Access to Records and Premises

Subject to observance of the requirements of the Law, the Vendor will (and will ensure every one of its subcontractors will) allow ACC access to those records and premises of the Vendor and any relevant subcontractor retained by the Vendor which are necessary for the purposes of audit of quality, Service delivery, performance requirements, organisational quality standards or information standards and organisational reporting requirements as detailed in any part of this Agreement. The Vendor will (and will ensure every one of its subcontractors will) provide ACC with every reasonable facility for and assistance in obtaining access for the purpose of such audits.

5 REPORTING

5.1 Measures

This Agreement requires the Vendor to provide results to ACC against a number of contract monitoring measures. The measures are specified in each Service Schedule

5.2 Purpose

The purpose of these is to monitor progress and quality of delivery of the Services in terms of results against expected performance.

5.3 Level of Reporting

The reporting is to be at an individual Claimant level.

5.4 Results to Relate only to Claimants

Results against the measures shall relate to only those Claimants who have received the Services.

SCHEDULE 5 - PRICES AND PAYMENTS

1 PRICES

The prices payable by ACC for the Services are the prices specified in Section A Quick Reference Information of each Service Schedule.

2 NO ADDITIONAL PAYMENTS

Unless otherwise specified in each Service Schedule, the price for each Service is the entire amount chargeable in relation to that Service, and no additional amount may be charged to ACC, any Claimant or other person (whether by way of co-payment or part-charge or otherwise) for that Service.

3 BILLING AND PAYMENT

3.1 Invoicing and Payment Arrangements

Invoicing and payment arrangements for each Service are specified in the Service Schedule for that Service

3.2 GST Invoice

Each invoice will constitute a GST invoice under the Goods and Service Tax Act 1985, and will be in a format, and contain such information, reasonably requested and advised by ACC from time to time;

3.3 Payment Terms

If the Vendor has complied with its obligations under this Agreement ACC will pay the invoice into the Vendor's bank account as indicated in Part 1, Schedule 1, clause 1 of this agreement on or before the 20th day of the month following receipt of the invoice.

4 ACC HAS NO OBLIGATION TO ENSURE REFERRALS

Despite anything stated or implied in this Agreement, ACC is under no obligation to ensure that Claimants are Referred to the Vendor so as to enable any minimum volume of Services to be carried out over the Term of the applicable Service Schedule or to ensure that any minimum amount becomes payable to the Vendor at any time or at all.

| | |
|------------------------|--|
| Position: | Branch Medical Advisor |
| Business Group: | Claims Management |
| Reporting to: | Area Manager |
| Location: | Various |
| Approved: | Date: December 1998, Updated July 2004, Reviewed November 2006 |

About ACC

ACC works to reduce the overall incidence and impact of injury in New Zealand, through delivery of injury prevention, effective rehabilitation and compensation services.

ACC is a crown entity established by a statute in 1972 to administer New Zealand's accident compensation (ACC) scheme. ACC is governed by a Board appointed by the Minister for ACC.

This scheme provides cover for accidental injury for all New Zealand citizens, residents and visitors. The scheme provides no fault injury cover for everyone, everywhere in New Zealand, 24 hours of every day. Its role is to ensure that when injury does occur, people are provided with the correct entitlements and rehabilitated back to work or independence as soon as is practicable, with respect and dignity.

ACC's Vision

Freedom from injury and its consequences, for everyone in New Zealand.

ACC's Statement of Intent 2007-2012 sets out ACC's future strategic direction through which ACC will achieve its vision.

ACC's Strategic Priorities

ACC's vision is supported by the following strategic priorities which are:

- Ensure the Scheme is financially sustainable
- Rehabilitate people in New Zealand
- Reduce the incidence and severity of injury.

ACC's Values

- Honour people as People
- Freedom to succeed
- Pride in what we do

Position Summary

Branch Medical Advisers are responsible for ensuring that ACC staff have access to consistent, timely, quality medical advice to enable them to achieve ACC's strategic objectives.

The major component of the role is to analyse and interpret medical information and make recommendations that always meet legislative requirements and which are consistent with ACC policies and procedures.

The Branch Medical Adviser is required to represent ACC when communicating with health providers and professional groups and to contribute to the development and/or updating of medical policies.

Accountabilities

| Key Result Areas | |
|---|---|
| <p>To provide support to ACC staff in particular Case and Team Managers, to enable them to achieve ACC's strategic objectives</p> | <ul style="list-style-type: none"> • Analysis and interpretation of medical information. • Participate in Branch Panels to provide provision of medical opinions on an individual or panel basis. • Attending case conferences. • Liaising with GPs and Specialists. • Liaising regularly with Branch Managers to establish service requirements and review service delivery achievements. • Liaising with Branch, Medical Fees and HPRMU staff to provide objective opinions on possible contributory factors which may explain a Health Provider being outside the accepted norms in provider profile benchmarking reports. • Contacting poor performing providers to explain their deficiencies and provide information about ACC processes that may assist them to improve sufficiently to meet best practice guidelines. • Attending local provider meetings and workshops to provide presentations on ACC. • Assisting the Health Provider Registration and Monitoring Unit (HPRMU) with clinical audits and provider monitoring processes. <p>Managing Independence Allowance (I/A) Assessors to ensure the medical aspects of the assessment process are achieved in a timely and accurate manner.</p> |

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| To utilise skills to assist with development of Corporate policy and processes | <ul style="list-style-type: none"> • Participate in Corporate Office Projects as requested. • Utilise expertise to identify medical issues that require updating so they conform to current medical practice. |
| To ensure cases being presented to review and appeal have sufficient and appropriate medical opinion to support the decision | <ul style="list-style-type: none"> • Review files and provide robust medical analysis of claimant's situation prior to review or appeal. • Attend review hearings as necessary to ensure ACC's case is accurately represented from the medical aspect |
| To provide and facilitate support to Medical Adviser Colleagues | <ul style="list-style-type: none"> • Providing assistance with difficult or unusual cases as requested. • Supporting new or inexperienced Medical Advisers. • Make available expertise in specific medical fields to other Medical Advisers. |

Key Working Relationships

| External | Internal |
|---|---|
| <ul style="list-style-type: none"> • Other GPs and specialists | <ul style="list-style-type: none"> • Branch employees and managers. • All other ACC employees |

Staff

| | |
|---|---------|
| Number of direct reports: | Nil |
| Number of staff reporting to your direct reports: | Nil |
| Total number of employees in this Cost Centre: | Various |

Education, Skills, Knowledge, Experience

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| • Vocationally Registered in Occupational Medicine. |
| • Dip in Occupational med. |
| • Vocationally Registered with no diploma or not vocationally registered but with a diploma in Occupational med. |
| • Medically Qualified Healthcare Manager. |
| • Current Annual Practising Certificate and evidence of Medical Defence Assurance. |
| • Experience in professional coaching and mentoring, ability to create win-win solutions, and conflict resolution skills. |
| • Ability to analyse information and provide robust, defensible recommendations. Excellent written and oral communication skills. |
| • Good understanding of the ARCI legislation, policy and procedures. |

Core Competencies:

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|----------------------|--|
| Interpersonal skills | <ul style="list-style-type: none"> • Relates well to all kinds of people, inside and outside the organisation. • Builds appropriate rapport. • Builds constructive and effective relationships. • Uses diplomacy and tact. • Can diffuse even high-tension situations comfortably. |
| Customer focus | <ul style="list-style-type: none"> • Is dedicated to meeting the expectations and requirements of internal and external customers. • Gets first-hand customer information and uses it for improvements in products and services. • Acts with customers in mind. • Establishes and maintains effective relationships with customers and gains their trust and confidence. |
| Drive for results | <ul style="list-style-type: none"> • Enjoys working hard. • Is action-orientated and full of energy. • Can be counted on to exceed goals successfully. • Steadfastly pushes self and others for results. • Not fearful of acting with a minimum of planning. • Seizes more opportunities than others. |
| Flexibility | <ul style="list-style-type: none"> • Can effectively cope with change. • Can shift gears comfortably. • Can decide and act without having the total picture. • Isn't upset when things are up in the air. • Doesn't have to finish things before moving on. • Can comfortably handle risk and uncertainty. |
| Innovation | <ul style="list-style-type: none"> • Comes up with a lot of new and unique ideas. • Can project how potential ideas may play out. • Has good judgement about which creative ideas and suggestions will work. • Easily makes connections among previously unrelated notions. • Tends to be seen as original and value-added in brainstorming. |
| Integrity | <ul style="list-style-type: none"> • Adheres to a set of core values and beliefs during both good and bad times. • Acts in line with values. • Practices what he/she preaches. |

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|------------------|---|
| | <ul style="list-style-type: none">• Is seen as a direct, truthful individual.• Keeps confidences.• Admits mistakes. |
| Self-development | <ul style="list-style-type: none">• Knows personal strengths, weaknesses, opportunities and limits.• Gains insight from mistakes.• Is open to criticism.• Is personally committed to and actively works to continuously improve himself / herself.• Understands that different situations and levels may call for different skills and approaches.• Learns quickly when facing new problems. |