## SERVICE SCHEDULE FOR HIGH TECH IMAGING SERVICES

## **CONTRACT NO: HTISXXXX**

# A. QUICK REFERENCE INFORMATION

#### 1. TERM FOR PROVIDING HIGH TECH IMAGING SERVICES

The Term for the provision of High Tech Imaging Services is the period from 1 August 2018 ("Commencement Date") until the close of 31 July 2021 (the "Date of Expiry") or such earlier date upon which the period is lawfully terminated or cancelled.

Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a further term of three years. Any decision to extend the Term of this Service Schedule will be based on:

- 1.1.1 The parties reaching agreement on the extension in writing prior to the End Date; and
- 1.1.2 ACC being satisfied with the performance of the Services by the Supplier; and
- 1.1.3 All other provisions of this Service Schedule either continue to apply during such extended Term or are re-negotiated to the satisfaction of both parties.

There is no obligation on the part of ACC to extend the Term of the Service Schedule, even if the Supplier has satisfactorily performed all the Services.

# 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 4)

<<Facilities>>

## 3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 16)

Service Item	Service Item	Service Item Definition	Price
Code	Description		(excl. GST)
X82	Day Bed Stay Rate	Day Stay is defined as the patient not being in a hospital bed at midnight of the day of procedure.	\$160.29
X30	IV Sedation/ General Anaesthetic	High Tech Imaging Services requiring Anaesthesia and IV sedation.	Actual and reasonable cost

The procedures which can be provided under this Agreement are those set out in Table 1 below:

Table 1 – Service Items and Prices

Procedure Description	Primary Service Item Code	2018-19 Primary Service Item Price (Excl. GST)	Secondary Service Item Code	Secondary Service Item Price (Excl. GST)
MRI Brain	R01	\$771.81	R01A	\$617.45
MRI Internal Auditory Meatis	R03	\$771.81	R03A	\$617.45
MRI Face	R11	\$771.81	R11A	\$617.45
MRI Neck	R12	\$771.81	R12A	\$617.45

Procedure Description	Primary Service Item Code	2018-19 Primary Service Item Price (Excl. GST)	Secondary Service Item Code	Secondary Service Item Price (Excl. GST)
MRI Upper Arm	R15	\$771.81	R15A	\$617.45
MRI Elbow	R16	\$771.81	R16A	\$617.45
MRI Forearm	R17	\$771.81	R17A	\$617.45
MRI Wrist	R18	\$771.81	R18A	\$617.45
MRI Hand	R19	\$771.81	R19A	\$617.45
MRI Chest	R20	\$771.81	R20A	\$617.45
MRI Breast	R26	\$771.81	R26A	\$617.45
MRI Abdomen	R30	\$771.81	R30A	\$617.45
MRI Pelvis	R36	\$771.81	R36A	\$617.45
MRI Cervical Spine	R41	\$771.81	R41A	\$617.45
MRI Cervical Spine – GP referred	R41GP	\$771.81	الله الله	\$617.45
MRI Thoracic Spine	R42	\$771.81	R42A	\$617.45
MRI Lumbar Spine	R43	\$771.81	R43A	\$617.45
MRI Lumbar Spine – GP referred	R43GP	\$771.81	40	\$617.45
MRI Sacrum	R44	\$771.81	R44A	\$617.45
MRI Thigh	R52	\$771.81	R52A	\$617.45
MRI Knee	R53	\$771.81	R53A	\$617.45
MRI Knee – GP referred	R53GP	\$771.81		\$617.45
MRI Lower Leg	R54	\$771.81	R54A	\$617.45
MRI Shoulder Girdle	R55	\$771.81	R55A	\$617.45
MRI Shoulder Girdle – GP Referred	R55GP	\$771.81		\$617.45
MRI Hip	R57	\$771.81	R57A	\$617.45
MRI Ankle	R58	\$771.81	R58A	\$617.45
MRI Foot	R59	\$771.81	R59A	\$617.45
MR Arthrogram Shoulder	R62	\$1,051.09	R62A	\$840.87
MR Arthrogram Elbow	R63	\$1,051.09	R63A	\$840.87
MR Arthrogram Wrist	R64	\$1,051.09	R64A	\$840.87
MR Arthrogram Hand	R66	\$1,051.09	R66A	\$840.87
MR Arthrogram Hip	R67	\$1,051.09	R67A	\$840.87
MR Arthrogram Knee	R68	\$1,051.09	R68A	\$840.87
MR Arthrogram Ankle	R69	\$1,051.09	R69A	\$840.87
MR Arthrogram Foot	R85	\$1,051.09	R85A	\$840.87
MR Angiography Unspecified	R70	\$1,051.09	R70A	\$840.87
MR Angiography Head	R71	\$1,051.09	R71A	\$840.87
MR Angiography Face or Neck	R72	\$1,051.09	R72A	\$840.87
MR Angiography Chest	R73	\$1,051.09	R73A	\$840.87
MR Angiography Upper Limbs	R74	\$1,051.09	R74A	\$840.87
MR Angiography Abdomen/Pelvis	R75	\$1,051.09	R75A	\$840.87
MR Angiography Pelvis and Lower Extremities	R76	\$1,051.09	R76A	\$840.87
MR – Venography	R78	\$1,051.09	R78A	\$840.87

<b>Procedure Description</b>	Primary Service Item Code	2018-19 Primary Service Item Price (Excl. GST)	Secondary Service Item Code	Secondary Service Item Price (Excl. GST)	
MR Interventional Procedure	R80	\$1,051.09	R80A	\$840.87	
MRI Other Region (Not Otherwise included)	R90	\$771.81	R90A	\$617.45	
MR Arthrogram Other region (Not otherwise specified)	R91	\$1,051.09	R91A	\$840.87	
CT Brain	T01	\$431.61	T01A	\$345.29	
CT Sinuses	T11	\$431.61	T11A	\$345.29	,
CT Orbits	T13	\$492.54	T13A	\$394.03	
CT Face	T14	\$492.54	T14A	\$394.03	
CT Neck	T15	\$492.54	T15A	\$394.03	
CT Chest	T20				
		\$578.86	T20A	\$463.09	
CT High Resolution Lungs		\$578.86	T21A	\$463.09	
CT Abdomen	T30	\$578.86	T30A	\$463.09	
CT Abdomen and Pelvis	T31	\$578.86	T31A	\$463.09	
CT Pelvis	T35	\$492.54	T35A	\$394.03	
CT Cervical Spine	T41	\$578.86	T41A	\$463.09	
CT Thoracic Spine	T42	\$578.86	T42A	\$463.09	
CT Lumbar Spine	T43	\$578.86	T43A	\$463.09	
CT Sacrum	T44	\$578.86	T44A	\$463.09	
CT Myelogram (sole charge – includes fluoroscopy) CT Discogram	T45	\$919.07	T45A	\$735.25	
(sole charge – includes fluoroscopy)	T46	\$1,071.40	T46A	\$857.12	
CT Upper Arm	T47	\$492.54	T47A	\$394.03	
CT Elbow	T48	\$492.54	T48A	\$394.03	
CT Forearm	T49	\$492.54	T49A	\$394.03	
CT Shoulder/Thoracic Outlet	T51	\$492.54	T51A	\$394.03	
CT Wrist	T52	\$492.54	T52A	\$394.03	
CT Hand	T53	\$492.54	T53A	\$394.03	
CT Thigh	T54	\$492.54	T54A	\$394.03	
CT Hips	T55	\$431.61	T55A	\$345.29	
CT Knee	T56	\$492.54	T56A	\$394.03	
		\$492.54			
CT Lower Leg	T57		T57A	\$394.03	
CT Ankle	T58	\$492.54	T58A	\$394.03	
CT Foot	T59	\$492.54	T59A	\$394.03	
CT Arthrogram	T60	\$634.72	T60A	\$507.77	
CT Arthrogram Upper Extremity	T61	\$634.72	T61A	\$507.77	
CT Arthrogram Lower Extremity	T65	\$634.72	T65A	\$507.77	
CT Angiography unspecific	ed T70	\$919.07	T70A	\$735.25	
CT Angiography Intracrani	ial T71	\$919.07	T71A	\$735.25	
CT Angiography Neck	T72	\$919.07	T72A	\$735.25	

	Procedure Description	Primary Service Item Code	2018-19 Primary Service Item Price (Excl. GST)	Secondary Service Item Code	Secondary Service Item Price (Excl. GST)
	CT Angiography Upper Extremities	T73	\$919.07	T73A	\$735.25
	CT Angiography Chest	T75	\$919.07	T75A	\$735.25
	CT Angiography Abdomen and/or Pelvis	T77	\$919.07	T77A	\$735.25
	CT Angiography Pelvis and Lower Limbs	T78	\$919.07	T78A	\$735.25
	CT Guided Injection/ Aspiration (price includes CT scan and the injection/aspiration) Prior approval required for third or subsequent use of this procedure.	Т80	\$919.07	T80A	\$735.25
	CT Digital Radiograph/ Scanogram	T91	\$299.59	T91A	\$239.67
	CT Leg Lengths	T92	\$299.59	T92A	\$239.67
	CT Rotational Profile	T94	\$299.59	T94A	\$239.67
	CT Additional 3D reconstruction	Т97	\$299.59	T97A	\$239.67
	CT Other region (not otherwise specified)	T98	\$578.86	T98A	\$463.09
	Nuclear Scan Brain	N01	\$863.21	N01A	\$690.57
	Nuclear Scan Lung	N10	\$609.33	N10A	\$487.46
	Nuclear Scan – Bone Triphasic	N20	\$411.30	N20A	\$329.04
	Nuclear Scan Bone – Whole Body	N21	\$482.38	N21A	\$385.91
	Nuclear Scan Bone – SPECT	N22	\$497.62	N22A	\$398.09
	NaF PET Scan Prior approval required	N23	\$1,076.63	N23A	\$861.30
	Nuclear Scan SPECT-CT	N24	\$710.97	N24A	\$568.78
	Nuclear Scan Renal Tracts	N30	\$497.62	N30A	\$398.09
	Nuclear Scan Liver- Sulphur Colloid	N40	\$462.07	N40A	\$369.66
	Nuclear Scan Biliary Tree	N41	\$497.62	N41A	\$398.09
	Nuclear Scan Cardiac (myocardial perfusion)	N50	\$944.46	N50A	\$755.57
	Nuclear Scan Blood Pool	N60	\$497.62	N60A	\$398.09
	Nuclear Scan Thyroid	N80	\$365.60	N80A	\$292.48
	Nuclear Scan Other Region/ Miscellaneous	N90	At cost	N90A	At 80% of the primary codes cost
Release	Nuclear Scan Additional Region SPECT	N/A secondary procedure only	N/A secondary procedure only	N91A	\$152.33
	Duplex/Doppler US of Carotid arts	U50	\$248.81	U50A	\$199.05
	Duplex/Doppler US of Chest	U51	\$248.81	U51A	\$199.05
	Duplex/Doppler US of Abdomen/Pelvis	U52	\$248.81	U52A	\$199.05

Procedure Description	Primary Service Item Code	2018-19 Primary Service Item Price (Excl. GST)	Secondary Service Item Code	Secondary Service Item Price (Excl. GST)
Duplex/Doppler US of Limb Veins for DVT (one limb)	U53	\$208.19	U53A	\$166.55
Duplex/Doppler Vein Mapping Lower Extremity (one limb)	U54	\$309.74	U54A	\$247.79
Duplex/Doppler US of Limb Arteries (one limb)	U55	\$248.81	U55A	\$199.05
Duplex/Doppler US of Additional Limb Arterial or Venous	U56	\$198.03	U56A	\$158.43
Duplex/Doppler Echocardiography	U58	\$248.81	U58A	\$199.05
Duplex/Doppler US Miscellaneous	U59	\$248.81	U59A	\$199.05
Bone densitometry	S12	\$142.18	N/A	N/A
Fluoroscopy (per half hour)	S20	\$253.89	N/A	N/A
Sinogram	S41	\$299.59	N/A	N/A
Arthrogram	S70	\$299.59	N/A	N/A
Tenogram	S76	\$299.59	N/A	N/A
Injection or Aspiration under fluoroscopy Prior approval required for third or subsequent use of this procedure	S79	\$299.59	N/A	N/A
Herniagram	S83	\$517.93	N/A	N/A
IVP incl plain film + tomos.	D40	\$299.59	N/A	N/A
Urethrogram	D45	\$517.93	N/A	N/A
Micturating Cystourethrogram	D46	\$517.93	N/A	N/A
Injection of steroid and/or local anaesthetic into joint under imaging – specialist referred only, approval required for the third and subsequent injections	S85	\$446.41	N/A	N/A

## Note

- 1. All plain film performed as part of a High Tech Imaging investigation is included in the contract price of that investigation.
- 2. All contrasts are included in the price of imaging.

## Price Review

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

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

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

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

### 4. RELATIONSHIP MANAGEMENT

Level	ACC	Supplier	Frequency
Client	ACC Client Service Staff	Individual staff or	
		operational contact	
Branch	Branch Manager	Operational contact	
Region	Designated Engagement and		
	Performance Manager		

## 5. ADDRESSES FOR NOTICES (PART 1, SCHEDULE 2)

### **NOTICES FOR ACC TO:**

ACC Health Procurement (for deliveries)

Justice Centre 19 Aitken Street Wellington 6011

ACC Health Procurement (for mail)

P O Box 242 Wellington 6140

Marked: "Attention: Procurement Specialist"

Phone: 0800 400 503

Email: health.procurement@acc.co.nz

## **NOTICES FOR SUPPLIER TO:**

«Vendor Name Legal» (for deliveries)

«Physical\_Address\_1»

«Physical Address 2»

«Physical City»

«Vendor Name Legal» (for mail)

«Postal\_Address\_1»
«Postal Address 2»

«Postal City» «Postal Code»

Marked: "Attention: «Contractual First Name» «Contractual Surname»"

Phone: «Contractual\_Phone»
Mobile: «Alternative\_Number»
Email: «Contractual Email»

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## B. SERVICE SPECIFICATIONS FOR HIGH TECH IMAGING

#### 1. PURPOSE

- 1.1. ACC wishes to purchase High Tech Imaging (HTIS) Services.
- 1.2. The purpose of the Service is to provide ACC clients requiring HTIS Services, their treatment providers and ACC with necessary, appropriate, quality diagnostic imaging, interventional radiology and reporting services which represent value for money and positively contribute to effective and appropriate treatment and rehabilitation of clients with ACC covered injuries.

#### 2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this service based on the following service philosophies and objectives:
  - 2.1.1. *Clinical Protocols* the Supplier will have written and applied protocols and policies which outline the standards for Imaging Services provided under this Agreement.
  - 2.1.2. **Provision of Services** all Imaging Services provided must be necessary, appropriate, timely, of the required quality and not excessive in number or duration.
  - 2.1.3. *Cultural Appropriateness* Imaging Services will be provided in a culturally appropriate manner.
  - 2.1.4. *Accessible Information for the Client* The Supplier will provide information (in writing where applicable) to the Client to assist in decision making, and to give informed consent.
  - 2.1.5. Access for People with Disabilities—All facilities will be accessible to people with disabilities.
  - 2.1.6. *Client Centred Approach* Each person receiving the Imaging Services will be treated with dignity and respect at all times.
  - 2.1.7. *Minimised Travel* Service delivery will be aimed at minimising the number of times that a Client must travel to the Supplier, particularly for Clients who have to travel from outside the location in which the Supplier is located.
  - 2.1.8. *Financial Access to Services* No Client will be charged for the Services provided under this Agreement.
  - 2.1.9. *Consistent Messages* Information provided to Clients or the public will be consistent with the aims, objectives and Service requirements of this Agreement.
  - 2.1.10. *Reporting* The Supplier will provide ACC with an Imaging Report following the completion of imaging service/s provided to the Client.

## 3. SERVICE COMMENCEMENT

- 3.1. Eligibility for Service
  - 3.1.1. A person is eligible for this Service if the person has suffered a personal injury for which a claim for cover has been made and accepted by ACC; and the Supplier has received a clinically appropriate referral from a Specialist.
  - 3.1.2. Imaging services may commence on the receipt, by the Supplier, of:
    - 3.1.2.1. A clinically appropriate referral from a Specialist;
    - 3.1.2.2. A referral from a General Practitioner specifically authorised by ACC to make such referrals for particular stated procedures, and

- 3.1.2.3. A notification of approval and purchase order number from ACC for those services which require prior approval as specified in this Service Schedule or that may be specified by ACC from time to time by notice and/or on the ACC website as Imaging Services that require prior approval in accordance with Part B, Clause 6.
- 3.2. ACC prior approval is required for the procedures specified below. Provision of the following services must not commence before prior approval has been received from ACC:
  - 3.2.1. NaF PET Scan (see Clause 6.1)
  - 3.2.2. Third or subsequent CT Guided Injection/Aspiration (see Clause 6.1) prior approval is not required for the first two CT Guided Injections/Aspirations provided for a claim, but is required prior to undertaking a third or subsequent CT Guided Injection/Aspiration.
  - 3.2.3. Third or subsequent Injection or Aspiration under Fluoroscopy (see Clause 6.1) prior approval is not required for the first or second Injection or Aspiration under Fluoroscopy provided for a claim, but is required prior to undertaking a third or subsequent Injection or Aspiration under Fluoroscopy.
  - 3.2.4. Third or subsequent injection of steroid and/or local anaesthetic into joint under imaging –
- 3.3. In addition to the procedures above, ACC may, from time to time, specify by notice and/or on the ACC website that particular procedures also require prior approval in accordance with Part B, Clause 6.
- 3.4. Where ACC approval is required the referring provider must submit the required documentation to ACC in accordance with Part B, Clause 6. The Radiology Supplier will be advised on the decision.
- 3.5. Where ACC approval or cover is uncertain
  - 3.5.1. If the Supplier is uncertain prior to providing the Imaging Services whether or not:
    - 3.5.1.1. The particular Service in the Referral is needed by a Client; or
    - 3.5.1.2. The Service required for the particular patient or Client is covered by this Agreement; or
    - 3.5.1.3. The patient is an ACC Client with a covered claim; or
    - 3.5.1.4. Where required, prior approval has been granted by ACC.
  - 3.5.2. The Supplier will immediately (and prior to providing Services) confirm eligibility by, as appropriate:
    - 3.5.2.1. Contacting the referring Specialist for the claim details; or
    - 3.5.2.2. Requiring the Client to provide evidence of their accepted claim; or
    - 3.5.2.3. Contacting the ACC Helpline on 0800 222 070; to confirm that the Client has an accepted claim (and prior approval where required) before commencing Services.

### 4. SPECIFIC SITE (PART A, CLAUSE 2)

4.1. The Supplier will provide Services only at the location(s) specified in Part A, Clause 2, and in a facility which is listed in Part A, Clause 2 as providing the appropriate specified modality.

### 5. SERVICE REQUIREMENTS

- 5.1. "Imaging Services" include:
  - 5.1.1. Arranging an appointment for an investigation of the Client, and providing the investigation (unless the Supplier advises against investigation, in accordance with Clause 5.1.2 below);

- 5.1.2. Advising the Referrer and ACC prior to investigating the Client if, in the Supplier's reasonable opinion, the investigation will not assist with diagnosis of any personal injury or suspected personal injury of the Client, or with the rehabilitation of the Client;
- 5.1.3. Provision of associated reports in accordance with Clause 13 below, and any necessary follow-up services;
- 5.1.4. Any administrative matters and account management time associated with the provision of the Services and this Agreement; and
- 5.1.5. All supplies, pharmaceutical items, and other associated items used during the Services.
- 5.2. All Imaging Services provided by the Supplier must be necessary and appropriate.

## 5.3. Client Management

- 5.3.1. The Supplier will have and follow documented procedures for the reception, advice and counselling, physical handling, examination, and, where necessary, the medication of patients. Procedures will include the following:
  - 5.3.1.1. Positive identification of the Client and confirmation of relevant patient information;
  - 5.3.1.2. The effective instruction of the Client in the imaging process to be performed;
  - 5.3.1.3. The pre-imaging preparation of the Client including the consideration of any Client abnormalities or conditions which may affect the imaging process, e.g. prosthetic implants, pregnancy, claustrophobic tendencies, known contrast media reactions etc;
  - 5.3.1.4. Administration of any intravenous or other patient medication;
  - 5.3.1.5. The in-process communication with the patient;
  - 5.3.1.6. The use of any necessary protective or shielding equipment on the Client;
  - 5.3.1.7. The post-imaging treatment of the Client, including counselling, prior to the Client leaving the Service.

## 5.4. Arranging Appointments

5.4.1. The Supplier will arrange the appointment for the investigation with the Client. If the Client fails to show for the appointment, the Supplier may not charge ACC, but the Supplier will notify ACC of the failure to attend.

## 6. FUNDING APPROVAL PROCESS

6.1. Prior Approval for Imaging Services

Where ACC approval is required to undertake an Imaging Service the referring Specialist is responsible for requesting prior approval, although the radiology provider may action this process. The referring Specialist will submit or instruct the radiology provider to submit a copy of the referral along with all supporting notes from the consultation, to ACC.

6.2. Decision making process

ACC will consider the Client's cover and entitlement upon receipt of a request for funding approval.

ACC will advise the Client, the referring provider and the radiology supplier (specified on the referral) of the decision.

### 6.3. If funding is approved

On receiving ACC's advice that funding has been approved, the Radiology Supplier will promptly contact the Client to arrange for the Services to be undertaken within 10 days of receipt of an approved purchase order from ACC.

Where the Supplier has been advised of approval and the approved treatment has not commenced within three months of the date of the approval, the approval will lapse and a new application for approval will be required. The referring specialist will make this request.

Where the approval has lapsed ACC will not pay the Radiology Supplier for any services provided to the Client unless a new approval has been received.

## 6.4. If funding is declined

Where funding is declined, the Client will not be eligible for the Service/s, and payment will not be made to the Radiology Supplier if services are undertaken.

## 7. SERVICE SPECIFIC QUALITY REQUIREMENTS

In addition to the requirements specified in Part 1 of this Agreement, the Supplier will meet the following Service specific requirements:

## 7.1. The Supplier will:

- 7.1.1. Meet all legislative and regulatory requirements for the use of radiation equipment in New Zealand.
- 7.1.2. Hold IANZ accreditation for each modality and site of HTI service provided.
- 7.1.3. Provide the Services in accordance with the Maximum Waiting Time requirements described in Clause 8 below.
- 7.1.4. Provide the Services in accordance with all reasonable instructions and directions of ACC.
- 7.2. The Supplier will only utilise the services of Radiologists who, as a minimum, have and maintain EITHER:
  - 7.2.1. Vocational registration as a radiologist with the New Zealand Medical Council; and
  - 7.2.2. Fellowship of, or education affiliation to, the Royal Australia and New Zealand College of Radiologists; and
  - 7.2.3. Who are Nuclear Physicians who are members of the Australian and New Zealand Association of Physicians in Nuclear Medicine.

### 7.3. The Supplier must have:

- 7.3.1. A team of qualified registered radiologists with the appropriate level of training and experience;
- 7.3.2. Sufficient skilled assistance available during Procedures to maintain safe clinical practice;
- 7.3.3. Anaesthetists, technical staff and allied staff with appropriate specialty experience and qualifications;
- 7.3.4. Ongoing staff education programmes or access to education programmes aimed at keeping staff up to date with developments in the field.
- 7.4. The Supplier will have a contingency plan to maintain continuity of Service in the event of temporary or permanent loss to the Supplier of any key personnel.
- 7.5. The Supplier will have appropriate equipment and consumables to provide the Services.

- 7.6. The Supplier will ensure that all equipment is adequately controlled, capable of achieving the accuracy required and complies with the specifications relevant to the examinations concerned.
- 7.7. Equipment will be operated by competent and authorised personal. Up-to-date instructions on the use and maintenance of equipment (including relevant manuals provided by the manufacturer of the equipment) shall be readily available for use by the service personal.
- 7.8. Equipment will be protected from deterioration and abuse and will be maintained regularly to ensure proper functioning. Maintenance procedures shall be established. Equipment that has been subject to overloading or mishandling, or gives suspect results, or has been shown by verification or use to be defective, shall be taken out of service, clearly labelled or marked and appropriately stored until it has been repaired and shown by calibration, verification or test to perform correctly. The Supplier will examine the effect of this defect on previous examinations and advise any Referrer and ACC of any Reports which may have been affected.
- 7.9. Equipment will be subjected to periodical intermediate checks to a defined procedure between calibrations and/or verifications if checks are needed to maintain confidence in the calibration/verification status of the equipment.
- 7.10. When, for any reason, equipment has been outside the direct control of the Supplier for any period, the Supplier will ensure that the function and calibration status of the equipment are checked and shown to be satisfactory before the equipment is returned to service.
  - 7.10.1. Where calibrations give rise to a set of correction factors, the Supplier will have procedures to ensure that any copies, e.g. in computer software, are correctly updated.
- 7.11. Where such systems are available, and from a date notified by ACC, referrals must be received or made using electronic referral forms.

## 8. MAXIMUM WAITING TIMES

- 8.1. Imaging Services
  - 8.1.1. Imaging Services for a Client must be commenced within 10 Working Days of the Supplier receiving the Specialist's Referral or, for services requiring prior approval, an approved purchase order from ACC.
- 8.2. Notification of Failure to Meet Waiting Time Requirements
  - 8.2.1. Where the Supplier is not able to meet, or foresees that it may be unable to meet, a Maximum Waiting Time requirement for a particular Client or group of Clients, the Supplier will immediately notify the Case Manager responsible for each particular Client. ACC may, in its sole discretion, either endeavour to agree with the Supplier and the relevant Client an extension of the Maximum Waiting Time, or require that the Supplier make alternative arrangements for the proposed investigation of the Client. If ACC chooses the latter alternative, the Supplier shall make the necessary clinical Referral to another Supplier as approved by ACC.

### 9. SERVICE EXIT

- 9.1. This Service is complete for a Client when:
  - 9.1.1. The Supplier has performed the requested imaging procedure and forwarded the imaging/films and/or CD and any Imaging Report to the person(s) specified in Clause 13 below.

#### 10. EXCLUSIONS

- 10.1. No payment will be claimed by the Supplier or made by ACC under this Agreement for any services:
  - 10.1.1. Requiring prior approval from ACC, unless a purchase order has been approved for the service before the service has been provided;
  - 10.1.2. Which are not related to a valid claim for personal injury which has been accepted by ACC under the Accident Compensation Act 2001;
  - 10.1.3. Which are funded or obliged to be funded by the Ministry of Health or a District Health Board, including Public Health Acute Services; or
  - 10.1.4. For which a claim for payment has been, or will be, made against ACC under any other contract.

### 11. LINKAGES

- 11.1. The Supplier will ensure that linkages are maintained with the following Services:
  - 11.1.1. ACC Client Service Staff;
  - 11.1.2. Health Professionals;
  - 11.1.3. Other Services as appropriate to meet the Client's needs.

## 12. PERFORMANCE REQUIREMENTS

12.1. The Supplier's performance will be measured as shown in Table 2 – Performance Measurement

Table 2 – Performance Measurement

Objective	Performance measure	Target	Data Source
1. Quality Intervention	Facilities are accredited in the modalities provided under this Agreement.	IANZ accreditation held for each modality and site of HTI service provided.	Copy of IANZ certification
2. Cost effective	Services are necessary, appropriate and not excessive in number or duration (see Clause 3 for Service eligibility).	100% of Imaging Services performed are clinically necessary and appropriate.	Imaging Reports
3. Early intervention	Imaging Services are performed within necessary time to allow for maximum rehabilitation.	100% of Clients will have their Imaging Services commenced within 10 Working Days after the Supplier receives the Specialist's Referral, or, for services requiring prior approval, an approved purchase order from ACC.	Imaging Reports
4. Prompt and accurate information submitted to ACC	Complete and accurate information provided to enable assessment of quality service received.	100% of documentation received within scheduled timeframes.	Imaging Reports Invoice

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### 12.2. Service Improvement Process

- 12.2.1. ACC and the Supplier will consider the information reported under Clause 12 and other relevant information on a regular basis.
- 12.2.2. Discussion between the Supplier and ACC will occur to better understand the information and decide if performance could be expected to change or if there are other factors that provide a reasonable basis for the identified performance.
- 12.2.3. If a change in performance is deemed appropriate then further analysis and a follow-up discussion will be undertaken three months after the initial discussion between the Supplier and ACC.
- 12.2.4. If a change is observed such that performance is within appropriate parameters then the performance monitoring process will provide feedback to the Supplier.
- 12.2.5. If a change in performance is still deemed appropriate a performance improvement plan will be documented that includes the required action(s) by either party and the timeframes for this to occur.
- 12.2.6. Further analysis and discussion will occur at the end of the period stated in the performance improvement plan. If no change is observed ACC may issue a notice of breach of contract in accordance with Part 1 Schedule 2 Clause 9.1.

### 13. REPORTING REQUIREMENTS

### 13.1. Imaging Report

- 13.1.1. Following the provision of any Imaging Service for a Client under this Agreement, the Supplier will forward an Imaging Report containing the following details:
  - 13.1.1.1. Name, claim number, contact address and phone number of Client.
  - 13.1.1.2. HPI number and name of the radiologist who performed the investigation.
  - 13.1.1.3. Type/s of imaging undertaken.
  - 13.1.1.4. Date of examination performed.
  - 13.1.1.5. Relevant clinical history.
  - 13.1.1.6. Any limitations which might adversely affect accuracy of diagnosis.
  - 13.1.1.7. Any contrast given name, amount and route.
  - 13.1.1.8. Any adverse patient reaction.
  - 13.1.1.9. Positive and pertinent negative radiographic findings and correlation with previous or other examinations.
  - 13.1.1.10. Differential diagnosis of significant positive findings.
  - 13.1.1.1. Clinical opinion detailing the most likely cause of the significant positive findings, and any recommendations.
- 13.1.2. Where an 'additional region' has been imaged, the Imaging Report must provide details of the specific region imaged. This also applies to 'miscellaneous' and 'unspecified' regions as contained in Table 1 Service Items and Prices.

### [3.2. Imaging Reports – To Whom and By When

- 13.2.1. Imaging Reports will be forwarded to the Client's Referrer, and must be electronically copied to ACC as arranged with the ACC eBusiness (ie HealthLink EDI account or MMEx).
- 13.2.2. Imaging Reports will be forwarded to the Client's Referrer and ACC within 5 working days of completion of the investigation.
- 13.2.3. Imaging relating to a Client's examination will be forwarded to:
  - 13.2.3.1. The Client's Referrer, on request, on completion of the investigation; and

- 13.2.3.2. Where requested, ACC (copies only at no extra cost).
- 13.3. Change in an Imaging Report
  - 13.3.1. To avoid confusion over which is the "correct" report if the content of an originally distributed Imaging Report is subsequently changed in any way, the following procedures will apply.
  - 13.3.2. Any change in a previously distributed report must include:
    - 13.3.2.1. Clear indication that this is an amended or supplementary report;
    - 13.3.2.2. Reference to the original report (including the date of the original report);
    - 13.3.2.3. Clear indication of the change(s);
    - 13.3.2.4. Date of the amended or supplementary report; and
    - 13.3.2.5. Name of the radiologist providing the amended or supplementary report.
  - 13.3.3. Any changed Imaging Report will be distributed to all recipients of the original report.
  - 13.3.4. ACC will not be charged any additional fee for amended or supplementary reports, which are due to an error associated with the original report.

## 13.4. Change in Imaging Procedure

- 13.4.1. Radiologists are not authorised to provide additional or alternative imaging Procedures to those specified in the Referral, unless the radiologist believes it is likely to achieve a more useful result, and if s/he has obtained the approval of the Referring Specialist. Where approval has been received from the Referring Specialist for additional or alternative imaging, the Imaging Report must indicate this. However, such approval is not required where:
  - 13.4.1.1. The incorrect body part has been requested for imaging. The correct body part should be imaged. The Referral should be noted and the Imaging Report must reflect why a different body part was imaged.
  - 13.4.1.2. An abnormality likely to be related to the injury is noted at the edge of the imaging field. In this case the examination may be expanded to include the full site of abnormality. The reason for extending the examination must be indicated in the Imaging Report.
  - 13.4.1.3. A medical emergency has occurred necessitating urgent medical investigation before the Referring Specialist can be contacted. The nature of the emergency, the resultant activity, findings and outcome must be recorded in the Imaging Report.
  - 13.4.1.4. It is apparent that imaging enhancement (for example with gadolinium) would result in significant additional data which would significantly influence the medical arrangement of the Client. The reason for enhancement must be included in the body of the Imaging Report as well as any adverse effects suffered by the Client.

#### 13.5. Films

- 13.5.1. Every effort should be made to obtain and use currently existing films for correlation purposes. If correlative plain film imaging is unavailable, or too old to be of use, but plain film imaging is considered necessary to define the level or extent of an abnormality, it may be carried out (but this should not be a routine procedure). The reason for adding the films must be included in the Imaging Report. This can include, but is not limited to, weight bearing films for knee injuries.
- 13.5.2. If hard copy films or digital images are not kept on file by the Supplier, the Supplier will keep a record of where the films have been sent.

### 13.6. Image Quality

13.6.1. If an imaging procedure is incomplete, or technically inadequate for interpretation, ACC will not be charged for the procedure until a technically satisfactory examination has been completed or a reasonable explanation has been provided.

# 13.7. Reporting Quality

- 13.7.1. The Supplier shall supply the Imaging Report in accordance with ACC's requirements set out in Clause 13.1 of this Service Schedule. Within 12 months of receiving the Imaging Report, ACC may inspect and examine it to ensure that it meets the requirements in Clause 13.1.
- 13.7.2. If ACC informs the Supplier in writing that ACC reasonably believes that any part of the Imaging Report does not meet the requirements under Clause 13.1 or differs in any way from those requirements, and this is other than as a result of a default on the part of ACC or the Client, the Supplier shall at its own expense re-issue the Imaging Report in accordance with the requirements of Clause 13.1 within such reasonable time as may be specified by ACC.
- 13.7.3. If the Supplier has not re-issued an Imaging Report within the timeframes specified by ACC that meets the requirements under Clause 13.1, then ACC may at its sole discretion:
  - 13.7.3.1. Dispute the validity of the invoice to which the Imaging Report relates; and/or
  - 13.7.3.2. Recover the sum of money paid to the Supplier for the Imaging Report by deducting that sum from any sum then due, or at any later time may become due to ACC under this Service Schedule.
- 13.7.4. If an invoice is disputed by ACC under Clause 13.7 then both parties must continue to perform their other obligations under this Service Schedule.
- 13.8. The Supplier will provide reports and invoices to ACC in accordance with Table 3 Reporting Requirements:

Table 3 – Reporting and Invoicing Requirements

Information	Frequency	When	Responsibility
Imaging Reports	Following completion of	Within 5 working days of	Supplier
	service	completion of service	
Invoice	Following completion of	Within 1 month of the service	Supplier
4	service	provision	

#### 14. OPERATIONAL CONTACT

- 14.1. During the Term of this Agreement the Supplier will nominate a person (as specified in Clause 5 of the Quick Reference Information in Part A of this Service Schedule) to be the main contact for ACC who will:
  - 14.1.1. Have primary responsibility for relationships with ACC and the operation of this Service on a day to day basis;
  - 14.1.2. Be proactive in informing ACC of issues with provision of Services as outlined;
  - 14.1.3. Raise issues and suggest solutions regarding this Service;
  - 14.1.4. Ensure that the Service is operated in accordance with this Service Schedule;
  - 14.1.5. Represent the Supplier in discussions on performance; and
  - 14.1.6. Ensure that ACC is advised promptly when the person's contact details change.

#### 15. RELATIONSHIP MANAGEMENT

15.1. To ensure the continuing effective operation of the service, formal working relationships are to be maintained as defined in Table 2 - Relationship Management at Clause 4 of Part A.

#### 16. PAYMENT AND INVOICING

- 16.1. Service prices are defined for this Service in Table 1 Service Items and Prices at Clause 3 of Part A.
- 16.2. ACC agrees to pay the prices set out in Table 1 Service Items and Prices for Services provided in accordance with this Agreement.
- 16.3. Prices of Two or More Procedures performed on the Same Day using the same modality.
  - 16.3.1. Most procedures have a 'primary' and a 'secondary' service item code. The secondary codes are differentiated with a suffix of 'A'.
  - 16.3.2. When more than one procedure from the same modality is undertaken on the same day on a client (against the same or multiple claim numbers), no more than one procedure shall be invoiced using a primary code (unless Clause 16.3.4 applies). All additional procedures must be invoiced using the appropriate secondary code.
  - 16.3.3. If more than one procedure from the same modality is carried out on the same day on a client, the total price will be:
    - 16.3.3.1. The price of the most expensive Procedure (or if the prices of all the Procedures are equal, the price of the first Procedure carried out); plus
    - 16.3.3.2. The price of each of the other Procedure(s) calculated using the 'secondary code' for the procedure.
  - 16.3.4. Procedures that do not have a 'secondary' service item code should always be invoiced using the primary code.
  - 16.3.5. Where more than one procedure from different modalities is undertaken on the same day on a client, both procedures can be invoiced at the full price (using the primary code).
- 16.4. No Additional Charge to ACC for After Hours Attendance
  - 16.4.1. Services under this Agreement are not deemed to be acute. ACC expects that Services will be provided to Clients within the hours of 8.30am 5.00pm, Monday to Friday. ACC will not pay for any after hours charge.

### 16.5. No Additional Fees

- 16.5.1. The prices set out are the entire amount chargeable to ACC in relation to the Services and no additional amount may be charged to ACC, the Client or other person for Services under this agreement, except in the following circumstance:
  - 16.5.1.1. If a Client wishes to receive Services outside the hours specified in Clause 16.4 above, the Supplier may charge that Client a reasonable co-payment if, and only if, the Supplier has obtained the Client's agreement to the co-payment prior to the provision of the Services.
  - 16.5.1.2. ACC will not have any liability to the Supplier for failure of any Client to pay any such co-payment charged by the Supplier.

- 16.6. Work Related Gradual Process Injury
  - 16.6.1. Where a Work-Related Gradual Process Injury (WRGPI) claim is made, a decision about cover will be made following an investigation. Prior to a WRGPI cover decision, ACC will cover the costs of investigating and deciding cover. This will include any diagnostic imaging required (provided it does not require prior approval).
  - 16.6.2. If as a result of investigation, cover for the WRGPI claim is declined, payment of treatment costs ends. ACC will only contribute towards the cost of treatment that does not require prior approval and was incurred from the time the ACC45 was completed to the time the decline cover decision was made (this timeframe may be extended at ACC's discretion).

### 16.7. GST Invoice

- 16.7.1. In addition to the invoicing requirements outlined in Clause 10 of the Standard Terms and Conditions the Supplier will provide an invoice that:
  - (a) is provided on an applicable bulk billing schedule for all High Tech Imaging Services provided under this Service Schedule, and
  - (b) specify the Service Provider who was primarily responsible for the Services provided to the Client
- 16.7.2. The Supplier must invoice ACC directly for High Tech Imaging Services provided, and ACC will not accept invoices from subcontractors of the Supplier or from Service Providers (other than the Supplier).
  - (a) Payments of complying schedules and invoices will be made in accordance with this Service Schedule and will be direct credited into the Supplier's nominated bank account provided the Supplier has complied with all its obligations under this Service Schedule.

# 17. DEFINITIONS AND INTERPRETATION

"Maximum Waiting Times" means the maximum period of time within which certain Service components are to be provided, as specified in Part B, Clause 8;

"Modality" means one form of radiology therapy as opposed to another, for example, MRI, CT or Bone Scintigraphy;

"Procedure" means a radiological procedure or service;

"Radiologist" means a registered medical practitioner who holds a licence, appropriate to the treatment for which payment is sought, under the Radiation Protection Act 1965;

"Referrer" means the Specialist who requests the service for the Client, and

"Referrer" and "Referral" have a corresponding meaning;

"Specialist" means a Medical Practitioner (other than a General Practitioner) who holds or is deemed to hold vocational registration relevant, (or, in the reasonable opinion of a General Practitioner, likely to be relevant), to the injury suffered or apparently suffered by the Client. In the context of this Agreement, a Specialist includes a vocationally registered Sports Medicine practitioner or musculoskeletal practitioner.