

Memorandum of Understanding
Between the Southern Cross Medical Care Society (Southern Cross)
and the Accident Compensation Corporation (ACC)

Background and context

Southern Cross is a mutual that provides, amongst other things, private health insurance cover for elective healthcare services for its members.

ACC is a Crown entity which provides no-fault personal injury cover for everyone in New Zealand arising out of accidents, including funding healthcare services.

While Southern Cross is an insurer, and ACC is a funder of healthcare services, they do not compete for customers. However, both have a common but separate objective in seeking to improve health and wellness outcomes and get better value for their end consumers of those services (in this Memorandum for ACC an "end consumer" is an ACC claimant receiving ACC-funded healthcare services). One of the key strategies internationally in this regard has seen stakeholders (purchasers, providers and patients) share, collect and analyze data on objective clinical quality, patient experience and outcomes, and service measures to help better inform end referrers, consumers and purchasers in their healthcare decisions.

Both parties also agree that end referrers, consumers, funders, and purchasers in New Zealand currently face significant information asymmetries when choosing or using a healthcare provider or having a healthcare service.

Purpose

The purpose of this Memorandum of Understanding (Memorandum) is to enable Southern Cross and ACC to build a working relationship that enables discussions on quality and service issues (like patient experience) and related initiatives, which promote or deliver improved patient experience and outcomes and better value for their end consumers.

This relationship is non-exclusive and may include but is not limited to:

- Information sharing (e.g. literature peer reviewed and 'grey' literature, anonymised data and business intelligence relating to patient /client outcomes information collection and analysis of information – e.g. operational learnings); and
- Sharing of successful approaches to improving patient/client outcomes, quality and safety.

This Memorandum is not intended to be legally binding, except where specifically stated or the context so requires.

Agreed Principles Southern Cross is a purchaser, and ACC is a funder, of health care services. In a number of instances, both fund similar elective services, and deal with the same healthcare providers. Therefore it is acknowledged that changes by one party has the potential to have an impact on the other.

This Memorandum is not intended to inhibit or interfere in either parties' respective commercial interests or decision making. Moreover it is to facilitate where, a party considers it appropriate, the sharing of learnings,

Memorandum Of Understanding ACC/Southern Cross Medical Care Society

resources and information on quality and services measures, methods, outcomes data capture, management and improvement etc.

Southern Cross and ACC therefore agree in good faith to:

- Ensure regular engagement with each other on any outcomes related work or quality initiatives, where possible.
- Ensure open, timely and honest two-way communication on areas of common interest in relation to outcomes data collection, quality management and improvement. This includes, as noted above, acting consistent with the context noted above. I.e. in way that seeks to improve health and wellness outcomes and get better value for their respective end consumers.
- Work together, where practicable, to provide and share learnings to avoid potential overlaps or duplication of effort between the parties to maximize productivity.
- Share information, knowledge and skills to increase overall capability of both parties, while taking care to treat all information and intellectual property with respect, maintaining its security, ownership and confidentiality
- Comply with all relevant law including in particular competition and privacy laws. In particular this Memorandum will not involve the sharing of confidential price information or a party's purchasing and contracting strategies for healthcare services (that are not already public etc).
- Keep the processes for engagement as simple as possible to minimise time and resources needed.
- Build on existing processes and mechanisms for engagement between the two agencies.
- Improve understanding of each other's business, including priority areas, constraints, and differences.

Governance Process

There will be a three tiered approach to engagement:

Level	Key Personnel involved	Engagement
Chief Executives	Chief Executives of Southern Cross and ACC	<ul style="list-style-type: none"> • Will meet at least annually to discuss shared priorities.
Senior Management	Tier 2/3 rep	<ul style="list-style-type: none"> • Meet quarterly to discuss progress and effectiveness against MOU
Operational	Outcomes workstream leads and their managers	<ul style="list-style-type: none"> • Will meet as required on specific issues.

An operational contact will be identified in both Southern Cross and ACC to be the key contact person at each agency (Key Contact). The Key Contact will be involved at an operational level in identifying current issues of importance and topics of interest, and will involve Senior Management as appropriate. The Key Contact can be changed by either party sending notice by email to the other party without the need for a formal variation of this Memorandum.

As at the date of this Memorandum the Key Contact for each party is as follows:

	Southern Cross	ACC
Chief Executive	Nick Astwick	Scott Pickering
Senior Management	Becky Ogilvie or Aimee Bourke	Graham Dyer
Operational	Claire Braatvedt or delegate	Shaun Easthope

Memorandum Of Understanding ACC/Southern Cross Medical Care Society

Confidential Material and Personal Information

Each party to this Memorandum must keep strictly confidential, all information marked as 'Confidential Information' that is provided to it by the other party or which it otherwise comes into possession, until that Information:

- (a) becomes generally known by the public (but not because the party who received the information has disclosed it in breach of this clause); or
- (b) is legally required to be disclosed by the party who received it (and then that party will only disclose that which is necessary to comply with the relevant law and will advise the other party in writing in advance of its intention to disclose).

On termination of this Memorandum each party will return any Confidential Information within its possession or control to the other party in a manner that ensure the Confidential Information remains safe and confidential.

This clause is intended to be binding on the parties and will survive the termination of this Memorandum.

For the purposes of this clause, "Confidential Information" means this Memorandum and any information disclosed by one party to the other in connection with this Memorandum and includes information relating to the business operations or finances of the disclosing party and any Personal Information (as defined in the Privacy Act) or Health Information (as defined in the Health information Privacy Code) relating to either of the parties' patients/clients whether past, present or future.

Either party will not disclose any Personal Information or Health Information to the other party in connection with this Memorandum. All information shared will be anonymised and all identifying information removed.

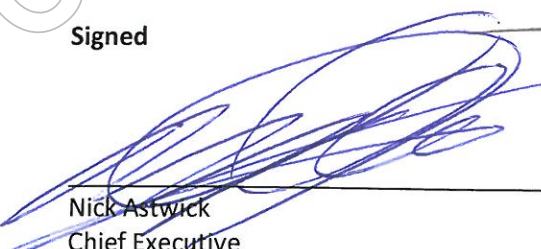
Issue resolution

Any issues regarding this Memorandum will be resolved quickly, in good faith and at the appropriate level. Where agreement cannot be reached, the issue will firstly be escalated to Senior Management and then if required to Chief Executives for resolution.

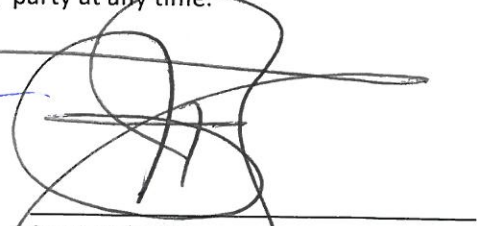
Term and review of Memorandum

This Memorandum comes into effect on the day it is signed. It may be reviewed and amended as agreed by both parties and formally reviewed each year. The Memorandum remains in effect until terminated by either party. It may be terminated in writing by either party at any time.

Signed



Nick Astwick
Chief Executive
Southern Cross Medical Care Society



Scott Pickering
Chief Executive
Accident Compensation Corporation

Date: 19/09/17

Date: 15/9/17

Additional Letter to the Memorandum of Understanding (September 2017) between ACC and Southern Cross Medical Care Society

Background and context

ACC and Southern Cross Medical Care Society (Southern Cross) entered into a Memorandum of Understanding dated September 2017 (MoU).

The MoU enables ACC and Southern Cross to share information and successful approaches to improve patient outcomes, quality and safety.

The Parties recognise that healthcare technologies change rapidly, and therefore, the Parties have identified the opportunity for material efficiencies, avoidance of duplicated research and clinical evaluation costs, and other cost savings through the exchange of information in relation to their respective clinical evaluation and assessment of new healthcare technologies - in particular the ability of those new healthcare technologies to deliver improved patient experience and health and wellness outcomes for the benefit of consumers in New Zealand (the "Purpose").

ACC and Southern Cross now wish to share information for the Purpose in accordance with the MoU.

The contact person at each of Southern Cross and ACC that will engage in such information sharing with the other Party will be each Party's respective health technology assessment specialists/evidence-based healthcare specialists (or similar position). As at the current date, those contact persons are:

Accident Compensation Corporation	Southern Cross Medical Care Society
Dr Melissa Barry Senior Research Advisor 9(2)(a)	Dr Yeri Kim Clinical Technology Specialist 9(2)(a)
Meagan Stephenson Research Advisor 9(2)(a)	Karl Siewwright Product Manager 9(2)(a)
<i>Strategy Policy and Research Customer Group, ACC</i>	

All information exchanges under this letter are to take place via those contact persons. The relevant contact person can be changed by either Party sending notice by email to the other Party.

While the Parties may share the information described in this letter, the Parties must each continue to make their own respective unilateral decisions as to whether or not to fund or acquire new healthcare technologies in light of the exchanged clinical information. There are to be no contracts, arrangements, understandings, or discussions between the Parties in relation to each Party's respective decision about whether or not to fund or acquire new healthcare technologies.

Accordingly, the Parties will not:

(a) discuss, or reach any agreement in relation to, any decisions whether or not to fund or acquire new healthcare technologies in light of the exchanged clinical information.

(b) discuss or exchange any information relating to specific prices at which new healthcare technologies may be obtained, or specific prices at which they may choose to fund or acquire such healthcare technologies.

(c) discuss or exchange any information relating to confidential price information or a Party's purchasing or contracting strategies for new healthcare technologies.

(d) discuss or agree which providers that may choose to engage (or not engage) to supply any new healthcare technologies to patients.

If there is any uncertainty as to the Commerce Act implications of provision or receipt of any particular piece of information, the Party concerned will consult its legal advisor.

Information to be shared for the Purpose:

Information relating to each party's respective clinical evaluation and assessment of new healthcare technologies based on published research, literature reviews, clinical studies, patient outcome analysis, and other objective analyses relating to:

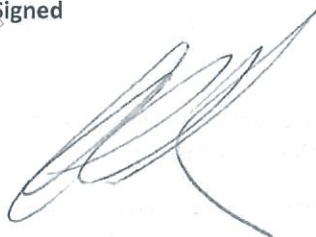
(a) the mode, quality, safety, or efficiency of new healthcare technologies;

(b) the medical, social, and ethical issues related to the use of new healthcare technologies; and

(c) the scientific merit of the research, literature, studies, and analysis underpinning their respective clinical evaluation and assessment.

All sharing will be in accordance with the MoU. The Parties will only share information necessary for the purpose set out in this letter. A Party will ensure it has a legitimate justification related to the Purpose of requesting any information from, or providing any information to, the other Party. Any information received under this letter must be used by the receiving party only for the Purpose.

Signed



Nikolas Cheals
Head of Procurement
Accident Compensation Corporation

Date 1/10/18



Rebecca Ogilvie
Chief of Healthcare Partnerships
Southern Cross Medical Care Society

Date 3/10/18