

B. SERVICE SPECIFICATION FOR HOME AND COMMUNITY SUPPORT SERVICE SERIOUS INJURY

1. PREAMBLE

Throughout this document there are some terms that are always shown with a capital letter, such as Person and People; capital letters are used where that term is defined in the glossary.

2. INTRODUCTION

2.1 This Service Specification is for Home and Community Support Services that Accident Compensation Corporation (ACC) and/or Disability Services of the Ministry of Health (DS) will purchase from the Service Provider for People who need support in their Home and community.

2.2 ACC and DS want to purchase Services that focus on People's Goals through promoting discussion and agreement between the Person, the Service Provider and their Support Worker(s) and Staff Member(s).¹

2.3 For Services purchased by ACC for Approved ACC Claimants, any parts of this Service Schedule which refers to Services purchased by Disability Services of the Ministry of Health (DS) do not apply.

3. WHO THE SERVICES ARE FOR

3.1 To access Services the Person must be referred to the Service Provider by an ACC Staff Member or a Needs Assessment Service Coordination organisation (NASC).

The Services are available through:

3.2 ACC:

For People of any age who are assessed, by an Approved Assessor, as having a Serious Injury.

3.3 DS:

(a) For People who are assessed by an Approved Assessor as having a disability, and are eligible for Disability Services funded by the Ministry of Health.

(b) People are eligible for Household Support under this service specification if they meet the criteria determined under current government policy.

4. WHY THE SERVICE IS PURCHASED

4.1 The Person receives Home and Community Support Services to support them to live an everyday life. An everyday life for the Person may include the ability to live in their Home and take part in family and community life.

4.2 For People accessing support from ACC, the Service may also assist the person in their training environment or work place.

5. WHAT THE SERVICES OFFER

5.1 The Services may include Personal Support, for example assistance with showering and dressing, and sleepover/night support; and Household Support, for example helping to prepare meals or home cleaning.

¹For clarity of roles and responsibilities refer to appendix one.

- 5.2 In discussion and agreement between the Person and the Service Provider, Services may also support the Person to access community activities through natural networks such as family/whanau, friends, marae, neighbours and others.
- 5.3 For People accessing support from ACC, the Services may also include Child Care Services; Support for Claimant Training Programmes and Registered Nursing Services.

5.4 Flexibility of services

- (a) Core services and other Services will be described and written into the Support Plan by the NASC or ACC Staff Member.
- (b) Core Services must be provided. Other Services may be delivered more flexibly. The way in which these other Services are to be delivered more flexibly will be written into the Individual Service Plan following discussion and agreement between the Provider and the Person.

6. HOW A PERSON GETS SUPPORT

6.1 The Person is referred to the service provider

An Approved Assessor will talk with the Person to identify what support the Person may need to be able to lead an everyday life within their Home and community. The NASC or ACC Staff Member will then set Goals with the Person and talk about the Type or Amount of Services the Person will receive and write a Support Plan. The Person will then be referred to the Service Provider by the NASC or the ACC Staff Member. The referral will specify a start date for Service delivery. The Service Provider will contact NASC or ACC Staff Member to confirm acceptance of the referral and to confirm the start date for Service delivery. See Flowchart in Appendix One.

7. WHAT THE SERVICE PROVIDER MUST DO

7.1 At the start of the Service the Service Provider will:

- (a) Confirm the start date of Service delivery with the Person
- (b) Discuss and agree the Individual Service Plan with the Person to meet the Goals identified in their Support Plan considering the Type or Amount of Services the Person will receive; and in this discussion will ensure that:
- (i) the communication needs of the Person are considered
 - (ii) decisions are made with the Person that encourage personal responsibility for Goal achievement
- (c) Include the following in the Individual Service Plan:
- (i) Core Services that must be provided but allows for flexibility where it can
 - (ii) contingency planning
 - (iii) contact details for the Service Provider
 - (iv) a review date for the Individual Service Plan.
- (d) Make links with other Services and work with them as required
- (e) Complete an Individual Service Plan within three weeks from the date of referral
- (f) Assign an appropriate Support Worker or Other Staff Member
- (g) Provide the Support Worker or Other Staff Member with any required health and safety equipment or supplies.

7.2 *Both the Service Provider and the Person will sign the Individual Service Plan as being up to date and correct and will both keep a copy.*

7.3 *The Individual Service Plan will guide the Support Workers and Other Staff Members who go into the Person's Home.*

7.4 When urgent services are required

If unplanned Services are needed over a weekend or outside business hours where the Person's safety and health would be at risk without these Services, urgent Services may be provided without a referral or over the approved Type or Amount of Services. Where Services are provided in this way the Service Provider must tell ACC or the NASC on the next working day.

8. WHERE SERVICES ARE DELIVERED

8.1 Services will be delivered in the Person's Home and community, as documented in the Person's Individual Service Plan.

8.2 Geographical Area

The Provider will only provide Services to Claimants who reside in the geographical area set out in Part A Clause 2.

9. HOW THE SERVICE IS DELIVERED

9.1 Minimum standards of service delivery

The Service Provider must provide Services in accordance with:

- (a) The Code of Health and Disability Services Consumers' Rights 1996
- (b) The Health Act 1956
- (c) The Health Information Privacy Code 1994
- (d) The New Zealand Disability Strategy 2001
- (e) Home and Community Support Sector Standard NZS8158:2003
- (f) Health Practitioners Competence Assurance Act 2003
- (g) The Code of ACC Claimants' Rights (ACC Claimants)
- (h) All other relevant law relating to employment, health and safety, privacy.

9.2 Planning and delivering services

The Service Provider will:

- (a) Discuss and agree with the Person who their Support Worker(s) or Staff Member(s) will be
- (b) Plan Services with the Person
- (c) Deliver Services as agreed in the Individual Service Plan
- (d) Visit the Person at a time agreed with the Person to deliver Services in a way that respects the dignity, rights, needs, abilities and cultural values of the Person, and their family / whanau / aiga
- (e) Respect the Person's Home and privacy within that Home
- (f) Ensure Services are delivered by suitably trained Support Workers and Other Staff Members to meet the Goals of the Person as identified in their Support Plan.
- (g) Improve the health and independence of Maori by targeting Services to best meet Maori need and where possible to provide Services by Maori for Maori
- (h) Contact the NASC or ACC to arrange a new assessment for the Person if the Service Provider or the Person considers support needs or goals have changed.
- (i) Use the Person's feedback to continuously improve the service, and ask the Person if they are happy with the service, using an independent process to do this
- (j) Ensure the Person knows:
 - (i) how to make a complaint
 - (ii) of the availability of advocates
 - (iii) that, if a complaint is made, an acceptable solution is agreed and reached in a timely manner.

- 9.3 Contingency planning
If for some reason the usual Services cannot be delivered the Service Provider must arrange alternative Services as part of contingency planning for the Person so that they receive Core Services. This includes:
- (a) when the support worker is on leave or unable to attend
 - (b) on public holidays
 - (c) in case of a natural disaster or publicly declared pandemic.
10. STOPPING SERVICES
- 10.1 A Person can contact their ACC Staff Member or NASC to ask for a referral to another Service Provider or to stop the Service.
- 10.2 The Service Provider can stop Services when:
- (a) the period of support identified on the referral ends and an extension has not been requested or is not necessary
 - (b) the Person has been transferred to another Provider
 - (c) the Person no longer needs the Service because their Goals and independence have been achieved²; or
 - (d) if the Person dies.
11. WHAT IS NOT DELIVERED
- 11.1 There are some closely related Services that are not covered under this Service specification. Any Service funded by a separate Service specification or agreement through DS, ACC, a District Health Board (DHB) or any other government agency are not covered under this Service specification including:
- (a) Any equipment provision for the Person
 - (b) Ministry of Health or DHB funded:
 - (i) Supported Independent Living
 - (ii) Personal and family health funded household management/ personal care services
 - (iii) Day care/day programmes
 - (iv) Mental health household management
 - (v) Registered nursing services
 - (c) ACC funded:
 - (i) Community nursing services
 - (ii) Residential training for independence services or intervention services to any claimant in a residential facility
 - (iii) The development and provision of the ACC training for independence and maximum abilities group programmes
 - (iv) Supported living
- 11.2 Gardening and lawn mowing are not included under this Service specification.
- 11.3 People may access the services listed above, where appropriate, under other service agreements or funding arrangements.
- 12. EFFECTIVENESS OF THE SERVICE**
- 12.1 Outcomes expected from the service**
- Successful services occur when:
- (a) The Person is satisfied with the way in which Services have been delivered. The Person needs to be satisfied that:
 - (i) they have been, and are, respected as an individual

² To the maximum extent practicable

- (ii) they have an ongoing voice in, and their wellbeing is central to, the Services being delivered
- (iii) progress is made on the Person's Goals
- (iv) the Goals are regularly reviewed with the person
- (v) they have received Services at the agreed times without any unexpected interruptions to the Services, such as the support worker not attending.

Where the Person is not satisfied with Services a corrective action plan is put in place in a timely manner.

- (b) This Service links with any other agencies that provide support Services so that they work together to achieve the Person's Goals
- (c) The potential for further injury or decline in the Person's health is prevented or reduced
- (d) Relevant legislation, industry and organisational guidelines and standards are complied with

12.2 Reporting

The Service Provider will provide a six monthly report to ACC (for ACC Claimants) and DS (for DS Clients) that includes the following performance measures:

- (a) Percentage of People who have attained or maintained their Goals
- (b) Number of unplanned referrals for re-assessments to the NASC or ACC Staff Member
- (c) Number of People admitted to secondary, tertiary or residential care Services related to their primary injury or disability or subsequent injury, giving reasons for those admissions
- (d) Number of complaints and number of People involved including the percentage of those complaints resolved and action plan to address any issues
- (e) Report on Service delivery issues (for example, staff turnover, staff training, undelivered services), contingencies, emerging trends or innovative approaches taken. Note, this report can be the same for both ACC and DS as it should reflect the Service as delivered by the Service Provider as a whole. A template, common to ACC and DS will be provided by them.

12.3 This information will be used to inform further planning and discussion between Service Providers, ACC and DS.

12.4 The Service Provider will attend and participate in meetings with DS and/or ACC at agreed times to discuss service performance and development. This will occur at agreed times.

12.5 Evaluation

DS and/or ACC may conduct an:

- (a) independent survey to evaluate Peoples' satisfaction with the service.
- (b) external audit against the Home and Community Support Sector Standard NZ S8158:2003
- (c) independent evaluation of service performance and effectiveness against this service specification, and its intended outcomes.

13. PRICES AND PAYMENT

13.1 Prices

ACC agrees to pay the applicable prices set out in Part A, Clause 3 for Services provided to Claimants in accordance with this Service Schedule.

13.2 Support Worker or Other Staff Member Travel

The metropolitan travel supplement may be claimed for Services delivered in the following defined areas:

- (a) Wellington in the suburbs of Highland Park, Mount Victoria, Oriental Bay, Roseneath, Te Aro, Thorndon, Wadestown and Wellington.; and
- (b) Auckland in the suburbs of Auckland, Freemans Bay, Grafton, Herne Bay, Newmarket, Newton, Parnell, Ponsonby and St Marys Bay

13.3 Minimum Payment

ACC agrees to pay a minimum payment of one hour at the relevant level set out in Part A Clause 3 for any day on which a Service is provided where the total time spent by the Support Worker or Other Staff Member delivering the Service is less than one hour.

13.4 No Additional Payments

The prices set out in Part A, clause 3 are the entire amount chargeable in relation to the Services, 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 Services provided under this Agreement.

13.5 Billing and Payment

- (a) The Provider is entitled to raise a separate GST invoice for each Claimant for Services provided during the previous month, unless negotiated otherwise. Where the Services for the Claimant have been completed, the Provider shall invoice ACC within ten Working days following completion of the Service.
- (b) Each invoice shall contain the following details:
 - (i) The words "tax invoice" in a prominent place
 - (ii) Vendor name, address and ID (telephone number and fax can be optional)
 - (iii) GST number
 - (iv) Invoice number
 - (v) Invoice date
 - (vi) Purchase order number
 - (vii) The Claimant's claim number
 - (viii) The Claimant Surname and first name
 - (ix) Service timeframes - from date, to date
 - (x) Quantity of hours
 - (xi) Service code
 - (xii) Service description
 - (xiii) Amount
- (c) Providers that are electronically invoicing ACC (e-Schedule) shall do so on the appropriate electronic bulk-billing schedule for all Services provided under this Service Schedule.

13.6 Payments not made under this Service Schedule

ACC will not make any payment under this Service Schedule for (without limitation):

- (a) Claimants not referred to the Provider in accordance with clause 7.4.
- (b) Claimant transport costs.

14. GLOSSARY

ACC Staff Member	The staff member engaged by ACC to provide case and claim management for the Claimant for the purposes of the IPRC Act, and may also include other authorised ACC personnel.
Approved ACC Claimant	A Person who has been accepted by ACC as eligible for cover in respect of personal injury under the IPRC Act, or is likely in the Referrer's experience to be accepted and who has been referred to the Service Provider by the ACC Staff Member.
Approved Assessor	<p>DS: An assessment facilitator employed by a Needs Assessment Service Coordination Service organisation (NASC). The Approved Assessor may have the title of Needs Assessment Facilitator or Assessment Facilitator</p> <p>ACC: An assessor engaged or employed by ACC in accordance with clause 84(2) of the Injury Prevention, Rehabilitation, and Compensation Act 2001 (the IPRC Act). The Approved Assessor will be a Social Rehabilitation Assessor or ACC staff member.</p>
Approved DS client	A Person who has been referred from the NASC and is identified as having significant unmet support needs.
Child Care Services	Involve providing support to an approved ACC Claimant by caring for the Claimant's child or children. Child care primarily includes provision of the following: (a) Personal assistance to each child with bathing, dressing, feeding and toileting. (b) Supervisory care, which involves overseeing the child/ children when no-one else is available to do so, to ensure the child/children is/are safe (c) After school activities/homework. (d) Any other needs that are essential to the child/children.
Claimant Training Programme	The programmes which involve the participation of the support worker and include: a) Training for Independence Services b) Maximum Abilities Programmes Individual Programme c) Rehabilitation Retraining Sessions
Core Services	Personal Support activities of daily living assessed as essential activities given health or safety risks; these activities must be delivered by the Service Provider to the Person as determined by the Approved Assessor and written into the Support Plan.
Goal	An aspiration or target, or objective or future condition that the Person wishes to achieve in relation to the Person leading an everyday life.

Home	<p>Home means residential premises in New Zealand in which the Claimant lives and which are owned, rented, or otherwise lawfully occupied by the Person or his or her parent, guardian, or spouse [or partner]; and</p> <p>Home includes residential premises in New Zealand in which the Person proposes to live after they are built and which will be owned, rented, or otherwise lawfully occupied by the Person or his or her parent, guardian, or spouse [or partner]; but Home does not include any hospital, hostel, hotel, motel, rest home, or other institution.</p> <p>Note: Where a contractual arrangement exists whereby the resident pays for, or the facility owner is obliged to provide the Home and Community Support Services usually purchased by the Ministry of Health or ACC, then this definition does not apply.</p>
Household support	<p>Services which assist a Person with a disability to maintain, organise and control their household/home environment, enabling them to continue living within their own environment. This includes but is not limited to:</p> <ul style="list-style-type: none"> • meal preparation including shopping, cooking, dishes and kitchen cleaning • laundry, including washing, drying and ironing • bed making, cleaning, including vacuuming, dusting, cleaning bathroom and toilet, and rubbish disposal.
Individual Service Plan	<p>A plan agreed with the Person that specifies how the Goals identified in the Support Plan will be met.</p>
NASC	<p>Needs Assessment and Service Co-ordination organisations. These organisations are funded by the Ministry of Health for people with a life long disability usually under 65 years of age. Their roles are first to assess the Person's needs, and then to coordinate other services to meet these needs.</p>
Other Staff member	<p>An individual who is responsible for delivering Services on behalf of a Service Provider. For ACC, this may include a Registered Nurse, Enrolled Nurse, Nurse Assistant or child care worker. This includes the provision of direct care or support Service to the Person and covers all staff who are:</p> <ul style="list-style-type: none"> (a) Employed; or (b) Contracted
Person/People	<p>The Approved DS client or Approved ACC Claimant receiving support. This may also include the family/whanau at the Person's request or their welfare guardian.</p>
Personal Support	<p>For ACC: Personal care defined in Schedule 1 Clause12 of the IPRC Act 2001 means physical assistance to move around and to take care of basic Personal needs such as bathing, dressing, feeding, and toileting. Personal Support includes services delivered as Attendant Care as defined in the IPRC Act 2001.</p> <p>For DS: Assistance with activities of daily living that enables a Person with a disability to maintain their functional ability at an optimal level.</p>
Registered Nursing Services	<p>Registered Nursing Services delivered to a Person in their home by a registered nurse. A registered nurse has a current annual practising certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.</p>
Serious Injury	<p>Serious injury is an internal claims classification that ACC has created for identifying and managing claimants with specific types of serious injury who are likely to have complex and long-term related needs.</p>

Service	The Services that are to be provided by the Service Provider in accordance with this Agreement as described in this specification
Service Provider	Organisations accountable for the planning, management and delivery of Services. (Note: the party called the "Service Provider" in this Service Schedule is the party described as the "Vendor" in Schedule 2, Part 1 of this Agreement)
Sleepover care or night support	An attendant care Service or Personal care Service where the Support Worker or Other Staff Member is required to sleep at the home of the Person in order to provide intermittent care throughout the night.
Support for Claimant Training Programmes	Assistance provided by a Support Worker in the implementation of those activities identified in the Claimant Training Programme to allow the Claimant to reach their maximum independence. This includes working with the key worker who manages the programme to learn what to do and how to do it.
Support Plan	A plan agreed with the NASC or ACC Staff Member and the Person that specifies their overall Goals and Type or Amount of Services. The Services will be specified as Core Services and other Services. For ACC Claimants this is termed an Individual Rehabilitation Plan.
Support Worker	An individual who is responsible for delivering the Service on behalf of a Service Provider. This includes the provision of direct care or support Service to the Person and covers all staff who are: <ul style="list-style-type: none"> (a) Employed (b) Contracted; or (c) Volunteer support workers accountable to the service provider (Note: A "Support Worker" in this Service Schedule has the same meaning as a "Service Provider" as defined in Schedule 2, Part 1 of this Agreement).
Type or Amount of Services	The quantity or nature of Services approved by the NASC or ACC in accordance with their legislation, contractual obligations and operational policies, as set out in the Support Plan.

