



SERVICE SCHEDULE FOR VOCATIONAL MEDICAL SERVICES

Contract Number: _____

A. QUICK REFERENCE INFORMATION

1. TERMS OF THE SERVICE

- 1.1 The Term for the provision of Vocational Medical Services is the period from 1 July 2024 (**Start Date**) until the close of 30 June 2027 (**End Date**) or such earlier date upon which the period is lawfully terminated or cancelled.
- 1.2 Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a maximum period of two further terms of two years. Any decision to extend the Term of this Service will be based on:
 - 1.2.1 the parties reaching agreement on the extension in writing period to the End Date; and,
 - 1.2.2 ACC being satisfied with your performance and delivery of Services; and
- 1.3 All other provisions of this Contract either continuing to apply during such extended Term(s) or being re-negotiated to the satisfaction of both parties.
- 1.4 There is no obligation on the part of ACC to extend the Term, even if the Supplier has satisfactorily performed all the Services.

2. APPROVED SERVICE LOCATION

- 2.1 You agree to provide Services in the following geographical areas:

TLA reference(s)

3. APPROVED VMS ASSESSORS

- 3.1 Only Approved VMS Assessors (as detailed in the following table) may provide the specified Services to ACC Clients.

Table 1 – Approved VMS Assessors for the provision of VMS

Name of Approved VMS Assessor 1	Vocational Classification 1	ACC Provider Number 1	VMS SP Services Offered 1

4. SERVICE ITEMS AND PRICES

- 4.1 The Supplier may invoice ACC for the Services undertaken according to the prices in the following table:

Table 2 – Pricing Table

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
VMA01	Liaison Service Receiving and responding to email or phone requests.	\$147.39	Set fee per liaison	No
VMA02	Case Conference Providing advice and clinical leadership.	\$442.21	Set fee per case conference	No
VMR01	Vocational Rehabilitation Review – Standard Standard Vocational Rehabilitation Review assessment and report.	\$773.86	Set fee per review	No
VMR02	Vocational Rehabilitation Review Communication Must only be billed with a Vocational Rehabilitation Review.	\$375.86	Per hour or part thereof	No
VMR05	Vocational Rehabilitation Review - Complex Complex Vocational Rehabilitation Review assessment and report.	\$1088.13	Per assessment report	No
VMI01	IMA – Standard Standard IMA Services assessment and report.	\$1088.13	Per assessment report	Yes

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
VMI02	IMA – Complex Complex IMA Services assessment and report	\$1,509.00	Per assessment report	Yes
VMV01	VIMA – Standard Standard VIMA assessment and report	\$1,266.28	Per assessment report	Yes
VMV02	VIMA – Complex Complex VIMA assessment and report	\$1,625.06	Per assessment report	Yes
VMR03	Reassessment VRR VRR reassessment and report Where a repeat VRR is required to provide information on a Client’s progress subsequent to a completed VRR.	\$663.30	Per assessment report	No
VMI03	Reassessment IMA IMA reassessment and report Where a repeat IMA is required to provide information on a Client’s progress subsequent to a completed IMA.	\$773.86	Per assessment report	Yes
VMV03	Reassessment VIMA VIMA reassessment and report Where a repeat VIMA is required to provide information on a Client’s progress subsequent to a completed VIMA.	\$884.42	Per assessment report	Yes
VMS01	Section 103 Report Where the VMS Assessor (when requested) may use relevant information from an IMA to complete AC Act Section 103 report on request from ACC.	\$331.66	Per report	Yes
VMS02	Section 103 Assessment & Report	\$1,184.03	Per assessment report	Yes
VMS03	Section 105 Assessment & Report	\$1,184.03	Per assessment report	Yes

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
VMSDNA	<p>Non-attendance fee</p> <p>Non-Attendance Fee is payable when a Client fails to attend a scheduled appointment without giving two Business days prior notification to the VMS Assessor.</p> <p>The VMS Assessor must notify the Client's Recovery Team Member.</p>	\$482.40	Per each unattended appointment	Yes
VMSU	<p>Un-booked appointment time</p> <p>An un-booked appointment time is payable when an unfilled appointment time within the block booking.</p> <p>Only payable for appointments which are never filled and where the Non-Attendance Fee cannot be claimed. Maximum of 4 hours per day.</p>	\$187.93	Per hour or part thereof	No
VMSTD10	<p>Travel Distance</p> <p>A contribution towards travel costs will be made, where return travel via the most direct, practicable route from the facility base or worker residence (whichever is the closest) to the Client contact point exceeds 20km.</p> <p>Only the distance in excess of the initial 20km may be claimed. If travel includes more than one Client payment is on a pro-rata basis.</p>	\$0.82	Per kilometre	No
VMSTT1	<p>Travel Time (Road and Air)</p> <p>A contribution towards travel time in accordance with Part B, clause 17.</p>	\$375.86	Per hour or part thereof	No
VMSTA1	<p>Air Travel</p> <p>Air travel when a VMS Assessor is:</p>	Actual and reasonable cost	Per flight	No

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
	<ul style="list-style-type: none"> requested by ACC to travel to an outlying area that is not the VMS Assessor's usual area of residence or practice to deliver Services; and air travel is necessary. <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC.</p> <p>If more than one Client (ACC and/or non-ACC) receives the Services, then invoicing is on a pro-rata basis.</p>			
VMSAC	<p>Accommodation</p> <p>Payable when a VMS Assessor has been requested by ACC to provide Services in an outlying area that is not the VMS Assessor's usual area of residence or practice, and overnight accommodation is necessary.</p> <p>ACC will pay actual and reasonable accommodation costs of up to a maximum of \$282.97+GST per day with ACC prior approval and receipts provided with a maximum of:</p> <p>Hotels – Maximum of \$188.65+ GST per night</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$94.32+GST per 24-hour period where overnight stay is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses.</p>	Actual and reasonable cost	Per night	No

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
	<p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>			
VMSTD7	<p>Remote Clinic Fee Payable where a VMS Assessor is requested by ACC to conduct a clinic in an outlying area that is not the VMS Assessor's usual area of residence or practice and as a result is required to hire rooms for the specific purpose of providing Services.</p>	Actual and reasonable cost	Per day (max of \$248.24 excl. GST)	No
	<p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>			
VMST6	<p>Other Travel Costs for return travel by ferry, taxi, rental car, public transport and parking when:</p> <ul style="list-style-type: none"> • return travel is via the most direct, practicable route; and • the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the "start point" and "end point" closest to the Client as agreed by ACC</p>	Actual and reasonable cost	Per trip	No

Service Item Code	Service Item Description	Price (excl. GST)	Pricing Unit	ACC purchase order required
	Note 2: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives Services, then invoicing is on a pro-rata basis.			

5. PRICE REVIEWS

5.1 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:

5.1.1 general inflation;

5.1.2 changes in Service component costs;

5.1.3 substantial changes in the market.

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

5.3 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.

6. RELATIONSHIP MANAGEMENT

Table 3 - Relationship Management

Level	ACC	Supplier
Client	Recovery Team / Recovery Team Member	Individual staff or operational contact
Relationship and performance management	Engagement & Performance Manager	Operational contact or National Manager
Service Management	Portfolio Team or equivalent	National Manager
Strategic Relationship Management - Innovations and new ways of working	Health Partner	National Manager

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B. SERVICE SPECIFIC REQUIREMENTS

1. PURPOSE

- 1.1 The schedule relates to Vocational Medical Services (VMS), which ACC is purchasing, and the Supplier is supplying.
- 1.2 The purpose of this Service is to provide clinical leadership, timely and responsive clinical advice and support to a Client through their vocational rehabilitation journey working with a range of stakeholders including the Client's GP or certifying medical practitioner, employer, Provider of Vocational Rehabilitation Services and ACC.
- 1.3 Vocational Medical Services (**VMS**) includes three medical assessment Services and one advisory Service. These are the Vocational Medical Assistance (**VMA**) Service (the advisory service) Vocational Rehabilitation Review (VRR) Service, Initial Medical Assessment (**IMA**) Service and Vocational Independence Medical Assessment (**VIMA**) Service.
- 1.4 The **VMA Service** enables the Client's GP or certifying medical practitioner, Provider of Vocational Rehabilitation Services or ACC to request advice from a VMS Assessor on the best approach for achieving a return-to-work outcome for a Client at any point within their rehabilitation. VMA is available through:
 - 1.4.1 case conferencing provided in conjunction with a VRR, IMA service or following a VIMA service where the VMS Assessor contributes to a group discussion facilitated by ACC or Provider of Vocational Rehabilitation Services to address any concerns or issues that threaten to derail the Client's rehabilitation with a goal of uniting stakeholders in supporting effective rehabilitation (**Case Conferencing**).
 - 1.4.2 liaison that may be provided in isolation of, or together with any other VMS which allows the VMS Assessor to actively respond to a request by telephone or email to provide medical advice in respect to a Client's vocational rehabilitation (**Liaison Service**).
- 1.5 The **VRR Service** enables either the Client's GP or certifying medical practitioner or ACC to request an expert view and receive recommendations from a VMS Assessor on fitness for work certification and/or the ability of the Client to participate in a vocational rehabilitation programme at any point in the Client's rehabilitation which:
 - 1.5.1 identifies elements of normal or alternative work that the Client could perform, and whether such elements could be performed if temporary adjustments were made in the workplace;
 - 1.5.2 enables ACC to progress the Client's rehabilitation in the workplace.

- 1.6 The IMA Service is referred by ACC and results in a thorough medical assessment by the VMS Assessor that:
 - 1.6.1 clarifies the diagnosis and barriers to rehabilitation;
 - 1.6.2 identifies the Client's functional restrictions impacting on participation in work activities;
 - 1.6.3 identifies appropriate treatment and rehabilitation and determines which work types are medically sustainable (or are likely to be medically sustainable) at the time of the IMA, at some time in the future, or never, with particular emphasis on the pre-injury job.
- 1.7 The VIMA Service is referred by ACC. The VIMA Service considers (having regard to the Client's injury) whether or not the Client has the capacity to undertake certain work types and the completeness and outcome of any treatment and/or rehabilitation previously recommended and provided. This includes:
 - 1.7.1 an expert opinion with a rationale for each type of work identified as suitable in the Vocational Independence Occupational Assessment (**VIOA**) regarding whether the Client has vocational independence (that is the capacity to work 30 hours or more per week); and
 - 1.7.2 if the Client has not achieved vocational independence, the VMS Assessor states the reasons for this and advises whether there is any further treatment and rehabilitation required to achieve Vocational Independence.

2. SERVICE OBJECTIVES

- 2.1 ACC will measure the success of this Service based on the following objectives:
 - 2.1.1 Clients receive effective vocational rehabilitation support informed by expert medical advice;
 - 2.1.2 Clients are satisfied with the Services received;
 - 2.1.3 Clients, GP or certifying medical practitioners and employers are engaged in the VMS process including a Liaison Service and networking with VMS Assessors;
 - 2.1.4 an IMA and report for ACC for Referred Clients meets requirements of Section 89(b) of the AC Act and is in accordance with the IMA process set out in this Service Schedule;
 - 2.1.5 a VIMA and report for ACC for Referred Clients meets requirements of Section 108(1) (b) of the AC Act and is in accordance with the VIMA process set out in this Service Schedule.

3. CLIENT'S ELIGIBILITY FOR SERVICE

3.1 A Client is eligible for VMS if:

3.1.1 the Client has suffered a personal injury in terms of the Accident Compensation Act 2001 for which a claim for cover has been accepted; and

3.1.2 the Client is eligible or likely to be eligible to receive weekly compensation; and

3.1.3 a referral is received for:

3.1.3.1 VMA Services from ACC, the treating GP or certifying medical practitioner or Provider of Vocational Rehabilitation Services who has identified barriers that may cause delays in rehabilitation and/or return to work, which could be resolved with a prompt and appropriate intervention through VMA Services; or

3.1.3.2 VRR Services from ACC or the treating GP or certifying medical practitioner who consider VRR Services would support vocational rehabilitation and facilitate the Client's return to work or independence; or

3.1.3.3 Section 103 Services, Section 105 Services, IMA Services or VIMA Services from ACC only.

4. RECEIVING REFERRALS

4.1 Referrals will be received in writing unless otherwise stipulated in this Service Schedule.

4.2 For VMA Services the Supplier may accept referrals directly from the Provider of Vocational Rehabilitation Services, ACC or the Client's treating GP or certifying medical practitioner.

4.2.1 A referral for VMA may be provided in writing or may be made verbally if confirmed in writing within two Business days.

4.3 For VRR Services the Supplier may accept referrals directly from ACC or the Client's treating GP or certifying medical practitioner.

4.4 For VIMA Services or IMA Services the Supplier may only accept referrals directly from ACC.

4.5 ACC is not obliged to forward referrals to the Supplier.

4.6 ACC will not pay the Supplier for Services provided to a Client who has not been referred to a VMS Assessor in accordance with this Service Schedule.

- 4.7 A Supplier may decline or delay accepting a referral where the VMS Assessor does not have capacity to see the Client within the timeframes set out in this Service Schedule and ACC agrees to the delay.

5. REFERRAL CONTENT

- 5.1 For VMAs, the VMS Assessor may accept referrals directly from a Provider of Vocational Rehabilitation Services, GP or certifying medical practitioner or ACC. The VMS Assessor will collect:

- 5.1.1 the name of the Client; and
- 5.1.2 ACC Client Number; and
- 5.1.3 name and contact details of the referrer; and
- 5.1.4 purpose of the referral.

- 5.2 For all VMS Services other than VMA Services, the referral will include:

- 5.2.1 Client name, contact information, claim number, demographic information;
- 5.2.2 contact information for ACC;
- 5.2.3 description of injury, date of accident and current covered injury diagnosis;
- 5.2.4 detailed reason for the referral;
- 5.2.5 names and contact details of parties the VMS Assessor is asked to contact;
- 5.2.6 a summary of the management of the injury and rehabilitation as relevant;
- 5.2.7 copies of relevant reports including:
 - 5.2.7.1 relevant medical investigations or reports;
 - 5.2.7.2 current medical certificate;
 - 5.2.7.3 current Individual Rehabilitation Plan (**IRP**);
 - 5.2.7.4 Initial Occupational Assessment (**IOA**) Report;
 - 5.2.7.5 Vocational Independence (Occupational) Assessment (**VIOA**) report (ACC195);
 - 5.2.7.6 Initial Medical Assessment (IMA) report.

6. ACC APPROVAL

- 6.1 Referrals to provide IMA and VIMA Services require prior approval by ACC.
- 6.2 Referrals to provide VMA and VRR services do not require prior approval by ACC unless:
 - 6.2.1 a referral has been received and has been previously provided three times for any one Client;
 - 6.2.2 the VMS Assessor requires accommodation.

7. SERVICE COMMENCEMENT

- 7.1 For all VMS other than VMA
 - 7.1.1 Accepting referrals:
 - 7.1.1.1 accepting a referral forms an agreement by the Supplier that the referral contains adequate information to provide Services and that Services will be provided within the timeframes set out in this Service Schedule;
 - 7.1.1.2 the Supplier must notify the referrer if they are unable to contact the Client.
 - 7.1.2 Booking Appointments:
 - 7.1.2.1 the Supplier is responsible for the administration and booking of appointments with the Client unless otherwise agreed with ACC that they will assist in this process;
 - 7.1.2.2 within three Business days of receiving a referral the Supplier must contact the Client and arrange an appointment at a suitable time;
 - 7.1.2.3 the Supplier will encourage the Client to take an appointment that results in them being seen as soon as possible;
 - 7.1.2.4 the Supplier must notify ACC if they are unable to contact the Client within three Business days of receiving the referral;
 - 7.1.2.5 the Supplier must reconfirm the appointment time with the Client two Business days before the appointment unless the appointment has been made within two Business days of the appointment time.

- 7.1.3 Appointment availability:
 - 7.1.3.1 To retain competence in undertaking Vocational Medical Services Assessments, Approved VMS Assessors must be available to undertake a minimum of 10 Assessments in any three-month period.
 - 7.1.3.2 the Supplier must advise ACC and the Provider of vocational rehabilitation services of their availability;
 - 7.1.3.3 if the Supplier has not filled a reserved VMS appointment time five Business days prior to the set appointment, the Supplier may use this time for other purposes.
- 7.1.4 When arranging appointments that require the VMS Assessor travel, the Supplier must endeavour to minimise the cost to ACC of such travel.
- 7.1.5 An un-booked appointment time fee may be payable where ACC requests the VMS Assessor to undertake a Pre-booked Assessment Clinic and books out the VMS Assessor's time for appointments for the entire day, and some of those appointments are not filled.

7.2 For VMA Services

- 7.2.1 Liaison Service
 - 7.2.1.1 the VMS Assessor will provide the Liaison Service within two Business days of receiving a request from a GP or certifying medical practitioner or ACC;
 - 7.2.1.2 it is the responsibility of the VMS Assessor to collect referral information for the Liaison Service and ensure eligibility for this Service has been met.
- 7.2.2 Case Conference
 - 7.2.2.1 The VMS Assessor will contact the referrer within one business day to agree a suitable time for a Case Conference.

8. SERVICE REQUIREMENTS

8.1 Vocational Medical Advisory (VMA) Services include:

- 8.1.1 Providing advice through a Liaison Service by:
 - 8.1.1.1 receiving and responding to email or phone requests from a general practitioner, VOC treatment provider or ACC to provide general vocational rehabilitation advice relevant to the clinical situation described;

- 8.1.1.2 requesting a referral is made to a VRR Services where the level of advice sought necessitates review of documentation or examination of a Client;
- 8.1.1.3 keeping a record of the exchange.
- 8.1.2 Providing advice and clinical leadership through Case Conferencing by:
 - 8.1.2.1 attending a case conference either in person or via telehealth at the request of ACC or Provider of Vocational Rehabilitation Services with the objective of progressing a Client's vocational rehabilitation when rehabilitation has stalled, or an issue has been identified that requires resolution (e.g. following an IMA or VIMA).
- 8.2 Vocational Rehabilitation Review (VRR) Services includes:
 - 8.2.1 preparing for a VRR with a Client by reviewing relevant documentation from the referral.
 - 8.2.2 completing a VRR at an appointment with the Client by:
 - 8.2.2.1 taking a relevant medical history;
 - 8.2.2.2 examining the Client;
 - 8.2.2.3 arriving at a diagnosis (and/or differential diagnosis) of the presenting injury/injuries and other relevant medical conditions, including the review and amendment of the current injury diagnosis;
 - 8.2.2.4 identifying any other factors affecting recovery;
 - 8.2.2.5 determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - 8.2.2.6 providing to the Client an explanation of their current condition, injury recovery process and fitness for work;
 - 8.2.2.7 providing advice to the Client on next rehabilitation steps;
 - 8.2.2.8 obtaining consent from the Client to contact treatment providers, the employer and the Provider of Vocational Rehabilitation Services (where applicable);
 - 8.2.2.9 informing the Client that a report will be written and that it will be shared with ACC and others which the VMS Assessor identifies to the Client as being relevant to receive the report. This would usually be the referrer, general practitioner and/or the Provider of Vocational Rehabilitation Services.

- 8.2.3 Following the VRR Client appointment, the VMS Assessor will:
 - 8.2.3.1 communicate with the Client's treating GP or certifying medical practitioner discussing the diagnosis, injury management, barriers to rehabilitation, and fitness for work recommendations, seeking support for recommendations and providing peer support for the GP or certifying medical practitioner and guidance on best practice certification of fitness for work;
 - 8.2.3.2 communicate with the Client's other treatment providers and Vocational Rehabilitation providers (as applicable) to discuss injury management in relation to current restrictions, opportunities to return to a safe level of activity and seek support for recommendations;
 - 8.2.3.3 communicate with the Client's employer (where applicable) for the purpose of discussing current restrictions, timelines for recovery, and to facilitate safe and durable vocational rehabilitation;
 - 8.2.3.4 communicate with ACC.
- 8.2.4 Following Communication, complete report(s) described in Section 9.
- 8.2.5 A complex VRR can be used for Clients;
 - 8.2.5.1 whose case relates to a Serious Injury; or
 - 8.2.5.2 who have a covered Sensitive Claim; or
 - 8.2.5.3 covered injury is a moderate to severe traumatic brain injury; or
 - 8.2.5.4 claim older than 6 months at the time of referral; or
 - 8.2.5.5 unable to return to their pre-injury role.
- 8.2.6 Initial Medical Services (IMA) Services include:
 - 8.2.6.1 preparing for an IMA with a Client by reviewing relevant documentation from the referral including the IOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.
- 8.2.7 completing an IMA at an appointment with the Client by:
 - 8.2.7.1 outlining the purpose of the IMA to the Client and anyone accompanying the Client in a support role;
 - 8.2.7.2 taking a relevant medical history;
 - 8.2.7.3 examining the Client;

- 8.2.7.4 identifying any other factors affecting recovery;
- 8.2.7.5 determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
- 8.2.7.6 providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each job type identified in the IOA. This includes:
 - 8.2.7.6.1 discussing with the Client their fitness for work in relation to the requirements of the work types and state whether job types are likely to be medically sustainable for 30 hours or more per week;
 - 8.2.7.6.2 identifying where Accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;
 - 8.2.7.6.3 providing a clearly stated individual rationale for recommendations and/or opinions for each job type;
 - 8.2.7.6.4 disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;
 - 8.2.7.6.5 gathering an opinion from the Client about each job type to ensure these comments can be included in the Report.
- 8.2.7.7 providing advice to the Client on next rehabilitation steps;
- 8.2.7.8 obtaining consent from the Client to contact treatment providers and Vocational Rehabilitation providers (where applicable);
- 8.2.7.9 informing the Client that a Report will be written and that it will be shared with ACC and others which the VMS Assessor identifies to the Client as being relevant to receive the report. This would usually be the referrer, general practitioner and/or VOC treatment provider.
- 8.2.8 following the IMA Client appointment, the VMS Assessor will:
 - 8.2.8.1 request any additional information required from ACC that is considered necessary for the completion of the IMA;
 - 8.2.8.2 complete report(s) described in Part B, clause 9.

- 8.2.9 A complex IMA can be used for Clients;
 - 8.2.9.1 whose case relates to a Serious Injury; or
 - 8.2.9.2 who have a covered Sensitive Claim; or
 - 8.2.9.3 covered injury is a moderate to severe traumatic brain injury; or
 - 8.2.9.4 2.5 years since date of covered injury.
- 8.3 Vocational Independence Medical Assessment (VIMA) Services includes:
 - 8.3.1 preparing for a VIMA with a Client by reviewing relevant documentation from the referral including the IOA, IMA, VIOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.
 - 8.3.2 completing a VIMA at an appointment with the Client by:
 - 8.3.2.1 outlining the purpose of the VIMA to the Client and anyone accompanying the Client in a support role;
 - 8.3.2.2 taking a relevant medical history;
 - 8.3.2.3 examining the Client;
 - 8.3.2.4 determining the outcomes achieved from all treatment and rehabilitation provided to the Client;
 - 8.3.2.5 determining whether rehabilitation has been completed based on all treatment and rehabilitation provided to the Client;
 - 8.3.2.6 identifying any other factors affecting recovery;
 - 8.3.2.7 determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - 8.3.2.8 providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each job type identified in the VIOA. This includes:
 - 8.3.2.8.1 discussing with the Client, their fitness for work in relation to the requirements of the work types and state whether job types are medically sustainable for 30 hours or more per week based on your examination and expert medical opinion;
 - 8.3.2.8.2 identifying where accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;

- 8.3.2.8.3 providing a clearly stated individual rationale for recommendations and/or opinions for each job type;
- 8.3.2.8.4 disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;
- 8.3.2.8.5 gathering an opinion from the Client about each job type to ensure these comments can be included in the Report;
- 8.3.2.8.6 discussing thoroughly with the Client any concerns or issues raised by them or those accompanying them to ensure these comments can be included in the Report.
- 8.3.2.9 providing advice to the Client and ACC on next rehabilitation steps if Vocational Independence has not been met;
- 8.3.2.10 Informing the Client that a Report will be written and that it will be shared with ACC.
- 8.3.3 following the VIMA Client appointment, the VMS Assessor will:
 - 8.3.3.1 request any additional information required from ACC that is considered necessary for the completion of the VIMA;
 - 8.3.3.2 complete report(s) described in Section 9.
- 8.3.4 A complex VIMA can be used for Clients;
 - 8.3.4.1 whose case relates to a Serious Injury; or
 - 8.3.4.2 who have a covered Sensitive Claim; or
 - 8.3.4.3 covered injury is a moderate to severe traumatic brain injury; or
 - 8.3.4.4 2.5 years since date of covered injury.
- 8.4 Reassessment Services
 - 8.4.1 A follow-up assessment or review subsequent to a VRR, IMA or VIMA may be undertaken upon referral. The reassessment will follow the same process as outlined for the relevant Service described above.

- 8.5 A Section 103 service includes:
 - 8.5.1 preparing for a Section 103 service with a Client by reviewing relevant documentation from the referral including the IOA (if available), Client Individual Rehabilitation Plan (IRP) and any VRRs.
 - 8.5.2 completing a Section 103 at an appointment with the Client by:
 - 8.5.2.1 outlining the purpose of the Section 103 assessment to the Client and anyone accompanying the Client in a support role;
 - 8.5.2.2 taking a relevant medical history;
 - 8.5.2.3 examining the Client;
 - 8.5.2.4 identifying any other factors affecting recovery;
 - 8.5.2.5 determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - 8.5.2.6 confirming the occupation and job activities of the pre-injury role;
 - 8.5.2.7 providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on their pre-injury job type. This includes:
 - 8.5.2.7.1 discussing with the Client, their fitness for work in relation to the requirements of their pre-injury job type and what aspects of their specific pre-injury role they cannot currently undertake safely and what aspects they can mostly undertake safely;
 - 8.5.2.7.2 considering whether the Client can substantially engage in their pre-injury role. Engage means able to perform most, i.e. the majority of the works tasks and all essential work tasks of that job;
 - 8.5.2.7.3 If the Client cannot substantially engage in their pre-injury role, which essential requirements or key aspects of the role they are unable to perform;
 - 8.5.2.7.4 If the Client cannot substantially engage in their pre-injury role, to what extent do their current functional limitations relate to their injury;

- 8.5.2.7.5 If the Client is unable to perform their pre-injury role, discuss any current or possible future investigations, treatment or rehabilitation that are appropriate to help in restoring the Client to their pre-injury function and work role.
 - 8.5.2.8 providing advice to the Client on next rehabilitation steps (if any);
 - 8.5.2.9 informing the Client that a Report will be written and that it will be shared with ACC and others which the VMS Assessor identifies to the Client as being relevant to receive the report. This would usually be the referrer and general practitioner;
 - 8.5.3 following the Section 103 client appointment, the VMS Assessor will:
 - 8.5.3.1 request any additional information required from ACC that is considered necessary for the completion of the Section 103 report;
 - 8.5.3.2 If you believe your Client to be exceptionally complex over and above the current definition, please contact ACC to discuss.
- 8.6 A Section 105 service includes:
 - 8.6.1 preparing for a Section 105 service with a Client by reviewing relevant documentation from the referral including the IOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.
 - 8.6.2 completing a Section 105 at an appointment with the Client by:
 - 8.6.2.1 outlining the purpose of the Section 105 assessment to the Client and anyone accompanying the Client in a support role;
 - 8.6.2.2 taking a relevant medical history;
 - 8.6.2.3 examining the Client;
 - 8.6.2.4 identifying any other factors affecting recovery;
 - 8.6.2.5 determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;

8.6.2.6 providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each of the identified work types. This includes:

8.6.2.6.1 discussing with the Client, their fitness for work and whether the Client can safely engage in each of the identified work types. Engage means able to perform most, i.e. the majority, of the work tasks and all essential work tasks of that job. Relevant work types refer to work for which the Client has been determined to have the necessary experience, education or training;

8.6.2.6.2 identifying where Accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;

8.6.2.6.3 providing a clearly stated individual rationale for recommendations and/or opinions for each job type;

8.6.2.6.4 gathering an opinion from the Client about each job type to ensure these comments can be included in the Report;

8.6.2.6.5 disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;

8.6.2.6.6 informing the Client that a Report will be written and that it will be shared with ACC and others which the VMS Assessor identifies to the Client as being relevant to receive the report. This would usually be the referrer, general practitioner and Vocational Rehabilitation provider.

8.6.3 following the Section 105 client appointment, the VMS Assessor will:

8.6.3.1 request any additional information required from ACC that is considered necessary for the completion of the Standalone Section 105;

9. RECORDS MANAGEMENT AND REPORTING

- 9.1 The VMS Assessor will keep clinical records of assessments and reviews and a file note for any Liaison Service provided as described in Part B clause 1.4.2 of this Service Schedule;
- 9.2 No records are required to be kept by the VMS Assessor for case conferences as the facilitator of a case conference will keep a record of the meeting and provide a copy to the VMS Assessor.
- 9.3 The VMS Assessor will write a report for each Service.
 - 9.3.1 VRR – narrative report following a format as per Operational Guidelines;
 - 9.3.2 Section 103 – narrative report following a format as per Operational Guidelines;
 - 9.3.3 Section 105 – narrative report following a format as per Operational Guidelines;
 - 9.3.4 IMA – narrative report following a format as per Operational Guidelines;
 - 9.3.5 VIMA – narrative report following a format as per Operational Guidelines.
- 9.4 Where the injury diagnosis has changed, the VMS Assessor must notify ACC in writing.
- 9.5 The Supplier will provide a copy of the report and invoice for the Service to ACC within eight Business days after completing an assessment or review.
- 9.6 The Supplier will provide a copy of the report to the referrer and others identified to the Client as being applicable to receive the report such as the GP or certifying medical practitioner.
- 9.7 Reports will be sent by secure email.
- 9.8 In the event that reports do not meet quality requirements, reports will be resubmitted with amendments within two Business days of request by ACC.
- 9.9 Where the VMS Assessor identifies a Client may be at risk without intervention by ACC, the VMS Assessor will notify ACC with immediate effect; and general practitioner or treatment provider if there is an acute medical risk or psychological risk.
- 9.10 The VMS Assessor may use relevant and current information from an IMA to complete an AC Act Section 103 report on request by ACC.

10. CLIENT'S EXIT FROM SERVICE

- 10.1 This Service is deemed to be completed when all relevant Service requirements described in this document have been completed to the satisfaction of ACC. In most cases this will be when an assessment or review has been undertaken and a report (containing all the information required by ACC) is received and accepted by ACC.

11. EXCLUSIONS

- 11.1 The following services are not purchased under this Service:
- 11.1.1 Treatment services;
 - 11.1.2 General Practitioner with Special Interest (GPSI) Service;
 - 11.1.3 Vocational Rehabilitation Service (VOC);
 - 11.1.4 Impairment Assessment Service (IMPA);
 - 11.1.5 Medical services as set out in the Clinical Services Contract (CLS).

12. MAINTAINING LINKS WITH HEALTH SERVICES

- 12.1 The Supplier will ensure that linkages are maintained with the following Services:
- 12.1.1 Providers of Vocational Rehabilitation Service;
 - 12.1.2 General Practitioners;
 - 12.1.3 Local employers;
 - 12.1.4 Relevant treatment providers;
 - 12.1.5 Occupational medicine clinical colleagues;
 - 12.1.6 Relevant ACC staff.

13. QUALITY REQUIREMENTS

- 13.1 Suppliers will meet the quality requirements in the Standard Terms and Conditions document. Suppliers will also meet the requirements below.
- 13.1.1 Provide this Service in accordance with the VMS Operational Guidelines
 - 13.1.2 Where there is a conflict or inconsistency between the Operational Guidelines and this Service Schedule, this Service Schedule will take precedence.

13.2 VMS Assessor requirements

13.2.1 The Supplier will ensure Services are provided by VMS Assessors who are listed as an Approved VMS Assessor in Part A, clause 3.1 - Table 1.

13.2.2 Minimum qualifications and eligibility criteria of VMA Assessors to provide VMS are set out in Table 4 below.

Table 4: Minimum Qualifications and eligibility criteria requirements to provide VMS

VMS Assessors must meet the required criteria in each category related to qualification, experience and skills, competencies and knowledge criteria. All VMS Assessors' eligibility will be determined by ACC at its sole discretion, assessed individually on a case-by-case basis.

Under the AC Act 2001:

A VMS Assessor providing IMAs must comply with section 93 of the AC Act 2001 which sets out the IMA Assessor's qualification requirements.

A VMS Assessor providing VIMAs must comply with clause 27 of Schedule 1 of the AC Act 2001 which sets out the VIMA Assessor's qualification requirements.

Qualifications required to provide all Services excluding Vocational Independence Medical Assessment Services:

Medical Practitioner registered with the New Zealand Medical Council with a current Annual Practising Certificate which includes registration in a vocational scope in either:

- **Occupational Medicine**, having completed vocational training through the Australasian Faculty of Occupational and Environmental Medicine (AFOEM) having been awarded the Fellowship of the AFOEM (FAFOEM).
- **Rehabilitation Medicine**, having completed vocational training through Australasian Faculty of Rehabilitation Medicine (AFRM) having been awarded the Fellowship of the AFRM (FAFRM).
- **General Practice**, having completed vocational training through The Royal NZ College of GPs having been awarded the Fellowship of the RNZCGP (FRNZCGP) and holds either a Postgraduate Certificate or Diploma in Occupational Medicine or equivalent.
- **Other Vocational Registration**, having completed vocational training through a recognised and relevant College and having been awarded the Fellowship of that College and holds a Postgraduate Certificate or Diploma in Occupational Medicine or the equivalent.

Qualifications required to provide the Vocational Independence Medical Assessment Services

Medical Practitioner registered with the New Zealand Medical Council with a current Annual Practising Certificate which includes registration in a vocational scope in either:

- **Occupational Medicine**, having completed vocational training through the Australasian Faculty of Occupational and Environmental Medicine (AFOEM) having been awarded the Fellowship of the AFOEM (FAFOEM).
- **Rehabilitation Medicine**, having completed vocational training through Australasian Faculty of Rehabilitation Medicine (AFRM) having been awarded the Fellowship of the AFRM (FAFRM).
- **General Practice**, having completed vocational training through The Royal NZ College of GPs having been awarded the Fellowship of the RNZCGP (FRNZCGP) and holds a Postgraduate Diploma in Occupational Medicine or the equivalent.
- **Other Vocational Registration**, having completed vocational training through a recognised and relevant College and having been awarded the Fellowship of that College and holds a Postgraduate Diploma in Occupational Medicine or the equivalent.

Experience required to provide Vocational Medical Services

A medical practitioner who meets the qualifications listed above must also have:

- A minimum of five (5) years general practice experience and

- Demonstrated relevant and current work experience in disability management in the workplace or in occupational rehabilitation.

Demonstrated skills, competencies and knowledge to provide Vocational Medical Services

VMS Assessors must have demonstrated the following skills, competencies and knowledge to provide VMS:

- Demonstrated clinical leadership
- Demonstrated cultural competency within organisational policies and procedures
- Translating clinical findings to applicable work restrictions
- Setting out factors for a Client management plan
- Analysis of findings
- Roles and responsibilities in facilitating workplace accommodation
- Roles of stakeholders in return to work (including vocational rehabilitation suppliers, primary healthcare, employers and ACC)
- Risks and benefits of returning to work whilst recovering from injury

Medical Practitioners undertaking occupational medicine training or with extensive industry experience

The following Medical Practitioners may be considered eligible to deliver components of the Vocational Medical Services contract. Eligibility will be determined exclusively by ACC, based on an individual assessment conducted on a case-by-case basis. All services must be delivered in accordance with any conditions imposed by ACC.

- A Medical Practitioner registered with the New Zealand Medical Council within the General Scope of Practice, and holding a current Annual Practising Certificate, who is actively undertaking advanced vocational training towards a postgraduate qualification and Fellowship with the Australasian Faculty of Occupational and Environmental Medicine (FAFOEM).
- A General Practitioner (FRNZCGP), registered with the New Zealand Medical Council within the General Practice vocational scope and holding a current Annual Practising Certificate, who can demonstrate extensive and relevant industry experience in disability management in the workplace and/or occupational rehabilitation.

13.2.3 Quality Reporting: Suppliers must ensure the following quality reporting requirements are achieved:

13.2.3.1 all mandatory fields of reports are complete;

13.2.3.2 timeframes for completing and submitting reports to ACC have been met;

13.2.3.3 reports are written clearly and succinctly and include all relevant information;

13.2.3.4 there is congruence between opinions and findings;

13.2.3.5 recommendations have clear rationales.

13.2.4 Professional development

13.2.4.1 The Supplier will ensure VMS Assessors respond to reports issued by ACC and Peer Reviewers that identify opportunities for improvement to the standard of reporting;

- 13.2.4.2 The VMS Assessor will undertake regular continuing medical education in fields relevant to the provision of ACC Vocational Medical Services.
- 13.2.4.3 The Supplier must make all reasonable attempts to attend Supplier meetings (virtual and in-person) facilitated by ACC.
- 13.2.5 Adverse Findings
 - 13.2.5.1 The Supplier will tell ACC if any adverse findings (for example an incident, which caused Client harm or had high potential to cause harm through an act or omission) are made by a professional disciplinary body or the Health and Disability Commissioner about the Supplier and/or a VMS Assessor.
- 13.2.6 Security/Screening
 - 13.2.6.1 The Supplier must:
 - 13.2.6.1.1 Uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this Agreement;
 - 13.2.6.1.2 establish and maintain systems, processes and security screening practices, for all supplier authorised persons, including subcontractors and collaborate with ACC, to uphold the safety of Clients;
 - 13.2.6.1.3 ensure all authorised persons who work with children must complete a Children's Workforce Safety Check to ensure they are safety checked to the standard required under the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015; and
 - 13.2.6.1.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.
 - 13.2.6.2 If ACC receives any information from any source related to the safety of Clients, in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate all or any part of the Services, or this Agreement.

14. TELEHEALTH

14.1 Where telehealth is deemed to be clinically appropriate and the preferred option for the Client, telehealth may be used to complete all services, except VIMA, if:

- 14.1.1 The assessor will be able to form a clinical opinion without needing to conduct an in-person assessment; and
- 14.1.2 A risk assessment compliant with the ACC8331 ACC Telehealth Guide is undertaken and telehealth is deemed appropriate by the clinician; and
- 14.1.3 VMS Assessors comply with the ACC8331 ACC Telehealth Guide.
- 14.1.4 The Supplier will provide all equipment and technology necessary to deliver Services by Telehealth and manage their own technical issues

15. TIMEFRAMES

The Supplier will ensure that the timeframes in the following table are complied with, and any other timeframes set out in this Service Schedule.

Table 5: Timeframes

Service	Must	Within
All VMS other than VMA	Decline the referral. Refer to Part B Section 4 and 7	Two Business days of receiving it. Note: If the referral contains inadequate information, the Supplier may request further details from ACC.
	Book Appointments with the client. Refer to Part B Section 7	Three Business days of accepting the referral.
	Notify the Client Services Staff if they are unable to contact the Client. Refer to Part B Section 7	Three Business days of accepting the referral.
	Supplier must reconfirm the appointment time with the Client. Refer to Part B Section 7	Two Business days before the appointment. Note: Unless the appointment has been made within two business days of the appointment time.
VMA Services	Provide the Liaison Service	Two Business days of receiving the request
	Agree on a suitable time for a case conference Refer to Part B Section 7 clause 7.2	One Business day
Record management and reporting	Provide a copy of the report to ACC and invoice for the Service Refer to Part B Section 7 clause 7.2	Eight Business days after completing and assessment or review
	Amendments to the report	Two Business days of request by ACC

16. PERFORMANCE REQUIREMENTS – QUALITY ASSURANCE

- 16.1 ACC will monitor and manage the quality and performance of the Service by:
- 16.1.1 engaging ACC personnel or other Suppliers, via Peer Review as outlined in Part C, to review reports submitted by the Supplier.
 - 16.1.2 Initial Medical Assessment and Vocational Independence Medical Assessment Reports may be randomly selected by ACC for review. For certain classes of report a higher proportion will be automatically peer reviewed.
- 16.2 The Supplier will monitor and manage the quality and performance of the Service by:
- 16.2.1 advising ACC of any issues the Supplier has in relation to the Assessment process;
 - 16.2.2 providing a full response to any enquiry or request for information by ACC, when reasonably requested by ACC.
 - 16.2.3 providing all reasonable co-operation to facilitate Peer Reviews, including the provision of any further information requested by a reviewer within five Business days of receiving a written request. Peer Reviewers will provide detailed feedback on the Supplier's report regarding the report's compliance with the requirements of the Service schedule.
- 16.3 The Supplier must ensure that each VMS Assessor completes any required onboarding and refresher training provided by ACC.

17. PAYMENT AND INVOICING

- 17.1 Service Items and Charges
- 17.1.1 ACC agrees to pay the applicable prices set out in Part A, Table 2 of this Service Schedule for services in accordance with this Service Schedule.
 - 17.1.2 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 Contract.
- 17.2 Travel by Road
- 17.2.1 ACC agrees to contribute towards a VMS Assessor's expenses for travel by road in the amounts for each of Travel Time and Travel Distance specified in Part A: Table 2 of this Service Schedule, in accordance with ACC's *Travel Policy for Providers* (available on ACC's website).
 - 17.2.2 The Supplier must ensure all VMA Assessors comply with ACC's *Travel Policy for Providers*.

- 17.3 Other Travel is payable by ACC when:
- 17.3.1 ACC has requested Other Travel to an outlying area that is not the VMA Assessor's usual area of residence or practice to deliver Services;
 - 17.3.2 other Travel is necessary for the provision Services to ACC Client(s); and;
 - 17.3.3 the VMA Assessor has received ACC's written approval prior to travel.
- 17.4 ACC will only pay for actual and reasonable costs of all Other Travel. The Supplier must retain receipts of all Air Travel and provide copies when requested by ACC.

18. INFORMATION SECURITY

- 18.1 In addition to the privacy and information management requirements detailed in ACC's Standard Terms and Conditions, the Supplier must:
- 18.1.1 Ensure that Personnel who accesses or receives ACC Client Personal Information from ACC only does so for the purposes of delivering the Services and in a manner that complies with the Supplier's privacy, security and confidentiality obligations under this Contract.
 - 18.1.2 Not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand and/or Australia unless ACC gives written permission in advance. ACC may set conditions for this approval. If ACC gives permission, the Supplier must ensure that its ongoing compliance with the requirements of the Privacy Act 2020 and the Supplier's obligations under this Contract.
 - 18.1.3 Maintain information security systems, procedures and processes in accordance with Good Industry Practice to protect Client Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure.
 - 18.1.4 Undertake regular security assurance, monitoring and testing of its information management systems.
 - 18.1.5 Promptly remediate any identified security vulnerabilities, in accordance with Good Industry Practice.
 - 18.1.6 Comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time.
 - 18.1.7 Ensure and confirm all Personnel meet the requirements in this clause 18 before releasing any ACC Client Personal Information or Confidential Information under the Contract.

19. DOUBLE BILLING

- 19.1 The Supplier will not undertake Double Billing.
- 19.2 If Supplier does undertake Double Billing, Supplier will promptly, upon identifying the Double Billing or being informed of the Double Billing:
 - 19.2.1 provide Supply Correction Information to ACC;
 - 19.2.2 refund any amounts identified in the Supply Correction Information that have been paid by ACC; and
 - 19.2.3 take all reasonable steps to prevent any future Double Billing.

20. OVERPAYMENTS

- 20.1 If ACC pays an invoice and either party later determines that there has been an overpayment for any reason, including an error on ACC's part:
 - 20.1.1 that party will promptly notify the other Party of the overpayment; and
 - 20.1.2 Supplier will, within 10 Business days of becoming aware of, or being notified by ACC about, the overpayment:
 - 20.1.3 provide Supply Correction Information to ACC; and
 - 20.1.4 refund the overpayment.

21. DEDUCTION OR SET-OFF

- 21.1 ACC may deduct from or set-off any amount the Supplier owes to ACC under this Contract against any amount or other payment that is or may become owing by ACC to the Supplier under this Contract or any other agreement.

22. HEALTH AND SAFETY RISK MANAGEMENT

- 22.1 The following provisions in this clause 22 are in addition to the health and safety provisions contained in ACC's Standard Terms and Conditions.
- 22.2 The Supplier and all VMA Assessors must ensure any health and safety risks identified are appropriately managed and monitored throughout the Client's journey. To facilitate this, the Supplier must:
 - 22.2.1 identify, monitor, and manage all health and safety risks associated with providing the Services;
 - 22.2.2 ensure all VMA Assessors providing the Services are aware of their health and safety obligations and have appropriate plans in place to manage those risks;

- 22.2.3 have systems in place to enable all VMA Assessors (including the Supplier's employees) to promptly report any health, safety and security events and risks relating to the Services to the Supplier;
 - 22.2.4 when requested, provide information promptly to ACC relating to the Supplier's compliance with its health and safety obligations;
 - 22.2.5 immediately notify ACC if there is an imminent threat or risk to the safety of a Client or a VMA Assessors (including the Supplier's employees).
- 22.3 In addition to the notification obligations contained in ACC's Standard Terms and Conditions, the Supplier must report any health and safety incidents, events and risks related to the Services to ACC via ACC's online health and safety form (available on ACC's website) and at any meetings requested by ACC.

23. DEFINITIONS AND INTERPRETATIONS

In this Service Schedule, when we use the terms listed in this clause, they have the meaning given next to the term:

"Accommodations" means adjustments or modifications made in the workplace that enables a Client to return to work. For example, modified hours of work, modified tasks or equipment, or modified environment.

"Air Travel" means air travel costs payable when a VMS Assessor has been requested by ACC to travel to an outlying area that is not the s VMS Assessor's usual area of residence or practice to conduct an Assessment, and this necessitates air travel. ACC will pay for actual and reasonable air fares. The Supplier must retain receipts of all Air Travel and provide copies when requested by ACC.

"Barriers" create delays to a Client's rehabilitation and include:

- (a) the Client continues to be certified as unfit for some or all work well beyond the usual recovery timeframe for his/her injury;
- (b) the Client's current medical certification appears inconsistent with evidence about his/her function;
- (c) the Client's current medical certification is potentially delaying arrangements for safe workplace-based rehabilitation;
- (d) the Client has functional or psychosocial obstacles impacting on their ability to return to work.

"Communicate" means in-person discussion, phone or email resulting in an exchange of information that informs the management of a Client's vocational rehabilitation following a VRR.

"Double Billing" means the act of charging or invoicing ACC more than once for a service or service item code in relation to a Client that is within scope of the Services under this Contract and/or under any other contract or arrangement, whether by the Supplier or by

a VMS Assessor.

“Good Industry Practice” the exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading provider or person in the relevant industry.

“GP or certifying medical practitioner” means either a General Practitioner, nurse practitioner or medical practitioner e.g. Orthopaedic Surgeon.

“IMA Services” and “IMA Service” means an Initial Medical Assessment to be provided to a Referred Client in accordance with section 89(b) of the AC Act and this Service Schedule.

“In-person” means the provider and Client are physically present in the same room.

“Medically sustainable” means the Client has the physical and mental capacity to sustain work for 30 hours per week.

“Mentee” means a VMS Assessor approved by ACC to provide the Services, as outlined in Part D, Clause 2.1 of this Service Schedule.

“Mentor” means an Approved Assessor listed in Part D, Clause 1.2 approved by ACC to provide Mentor Services, as outlined in Part D, Section 4 of this Service Schedule.

“Mentoring” means a support Service provided by a Mentor as outlined in Part D Section 4 of this Service Schedule to provide guidance to a new VMS Assessor during their first 12 months approved to undertake Services under this Service Schedule. This Service may be used where an existing Approved Assessor is identified as requiring additional support to lift performance.

“Non-attendance Fee” means a fee payable when a Client fails to attend a scheduled appointment for an Assessment without providing two days prior notice to the VMA Assessor.

“Operational Guidelines” is the document produced by ACC from time-to-time to reflect the processes and procedures to be followed in providing this Service.

“Peer Review” means an evaluation of an assessment report undertaken by a Peer Reviewer for the purpose outlined in Part C clause 1.1. of this Service Schedule.

“Peer Reviewer” means a VMS Assessor listed in Part C, Clause 5.3 approved by ACC to provide Peer Review Services as outlined in Part C, Section 3 of this Service Schedule.

“Personnel” means all individuals engaged by a party in relation to, or in connection with the delivery of the Services under this Contract.

“Pre-booked Assessment Clinic” means a scheduled clinic day where ACC reserves a VMS Assessor’s time for multiple Client assessments, typically across a full day. These Pre-booked Assessment Clinics are organised in advance and may also involve travel to

specific regions to service several Clients in one location.

“Providers of Vocational Rehabilitation Services” means a Service provider providing specific Vocational Rehabilitation Services to the Client under ACC’s Vocational Rehabilitation Services contract.

“Reassessment” means an assessment three months or less subsequent to a prior equivalent assessment undertaken by the same VMS Assessor.

“Referred Clients” means a Client that has been referred to the VMS Assessor where a referral has been made in accordance with this Service Schedule.

“Remote Clinic Fee” means a fee payable when a VMS Assessor has been requested by ACC to conduct a clinic in an outlying area that is not the VMS Assessor’s usual area of residence or practice and as a result is required to hire rooms for the specific purpose of undertaking these Assessments. The Remote Clinic Fee is payable only with prior ACC approval.

“Sensitive Claim” means a claim in respect of a Client referred to in section 21 of the AC Act who has a clinically significant behavioural, cognitive, or psychological dysfunction as a result of being the victim of a specific type of criminal behaviour, in particular sexual abuse, and which is identified by ACC as such in the Referral.

“Serious Injury” means a Client with a lasting impairment following an accident such as spinal or brain injuries that are supported by ACC’s national serious injury service.

“Supply Correction Information” has the meaning ascribed to it in the Goods and Services Tax Act 1985.

“Telehealth” refers to the real-time (synchronous) delivery of health care services through the medium of communication technologies where Client and provider are in separate location.¹

“Travel” means uninterrupted return journeys of more than 20 km where a VMS Assessor has been required to travel in order to undertake an Assessment at the request of ACC but does not include Air Travel.

“Types of work” means the work types found on the ACC Work Type Detail Sheets database or a work type as assessed by an occupational assessor where the work type does not exist on the ACC database.

“VIMA Services” and “VIMA Service” means a vocational independence medical assessment to be provided to a Referred Client in accordance with section 108(1) (b) of the AC Act and this Service Schedule.

“Vocational Medical Assistance Service” and “VMA Services” means a Vocational Medical Advisory Service provided by a VMS Assessor as outlined in Part B, Clause 1.4 of

¹ As defined by the ACC8331 Telehealth Guide

this Service Schedule.

“VMS Assessor” means an assessor as listed in Part A, clause 3 approved by ACC to provide Vocational Medical Services under this Service Schedule.

“Vocational Independence” means the Client’s capacity to engage in work for which he or she is suited by reason of experience, education, or training, or any combination of these things; for 30 hours or more per week.

“Vocational Medical Services” or “VMS” has the meaning given to it in Part B, Clause 1.3 of this Service Schedule.

“Vocational Rehabilitation Review” or “VRR” means a service provided by a VMS Assessor as outline in Part B, Clause 1.5 of this Service Schedule.

“Vocational Rehabilitation Services” means a service where a contracted supplier is engaged by ACC to provide specific Vocational Rehabilitation Services to the Client.

C. PEER REVIEW

Note: This PART C – Peer Review only applies to Suppliers who have approved VMS Assessors to provide Vocational Medical Services Peer Review Services. Refer to clause 5.1 below for further details.

1. SERVICE OBJECTIVES

1.1 The key objectives of the Vocational Medical Services Peer Review Service are to:

- 1.1.1 Confirm the quality of Vocational Medical Services reporting through a process of Peer Review, based on the requirements of the Vocational Medical Services Service schedule, the Operational Guidelines and best clinical practice.
- 1.1.2 Achieve consistency in the approach to Vocational Medical Services assessments and report writing; and
- 1.1.3 Ensure the Vocational Medical Services report is “fit for purpose” and enables ACC to determine a Client’s rehabilitation needs.

2. SERVICE COMMENCEMENT

2.1 Referrals: When referring for an Initial Medical Assessment or Vocational Independence Medical Assessment to the Supplier for a Peer Review, ACC will send a file containing:

- 2.1.1 The Initial Medical Assessment or Vocational Independence Medical Assessment report and all relevant medical records; and
- 2.1.2 A letter and Peer Review report containing:
 - 2.1.2.1 Client name, date of birth and claim number;
 - 2.1.2.2 Name of the Assessor;
 - 2.1.2.3 Date, time and duration of assessment;
 - 2.1.2.4 Date of injury;
 - 2.1.2.5 Purchase order number;
 - 2.1.2.6 ACC contact details.

2.2 Where a Supplier has received a Peer Review referral pursuant to clause 2.1 and there is an actual or perceived conflict of interest due to a personal, financial or other relationship with the Assessor whose Vocational Medical Services Assessment Report is being reviewed, the Peer Review should be declined and sent back to ACC within two Business days of receipt of the referral.

3. SERVICE REQUIREMENTS

- 3.1 ACC may send the Supplier an Initial Medical Assessment or Vocational Independence Medical Assessment report to Peer Review:
 - 3.1.1 For peer comment and quality improvement;
 - 3.1.2 Where the quality of the report is questioned;
 - 3.1.3 For competence and clinical judgement;
- 3.2 The Peer Reviewer will complete the Peer Review report to comment on the Initial Medical Assessment or Vocational Independence Medical Assessment report including the following elements:
 - 3.2.1 Concordance with detail items required as per the Peer Review report;
 - 3.2.2 General comments on the quality of the report;
 - 3.2.3 A list of suggestions or required modifications;
 - 3.2.4 Ensure decisions based on this report are legally defensible.
- 3.3 This will include and not be limited to ensuring the Initial Medical Assessment or Vocational Independence Medical Assessment report:
 - 3.3.1 Reflects the available information;
 - 3.3.2 Draws the correct conclusions from the findings;
 - 3.3.3 Considers the current function, including daily activities;
 - 3.3.4 States current diagnosis/es;
 - 3.3.5 Clearly describes current work ability;
 - 3.3.6 Provides clear opinion about sustainability of work types with rationale, including the preinjury work role. If there are non-injury related factors, these are explained.
 - 3.3.7 Provides specific rehabilitation recommendations.
- 3.4 If the Peer Reviewer considers the Initial Medical Assessment or Vocational Independence Medical Assessment report complies with the requirements in clause 3.3, the Peer Reviewer will send the Peer Review report to ACC.
- 3.5 If the Peer Reviewer considers the Initial Medical Assessment or Vocational Independence Medical Assessment report requires amendment the Peer Reviewer will:
 - 3.5.1 Return the report to the VMS Assessor with the Peer Review report, with suggested comments and/or discussion of the aspects of the Initial Medical Assessment or Vocational Independence Medical Assessment that require amendment.

- 3.5.2 Discuss the findings in the Peer Review Report with the VMS Assessor either in person, by phone or email, as agreed with the VMS Assessor.
- 3.5.3 Receive the amended Initial Medical Assessment or Vocational Independence Medical Assessment and review it and, if satisfactory, send the Peer Review report to ACC. The VMS Assessor will resubmit their amended report to ACC.

4. RESOLVING ISSUES

- 4.1 If the VMS Assessor disputes the findings from the Peer Reviewer
 - 4.1.1 The Peer Reviewer may liaise with ACC for advice as per the Operational Guidelines; or
 - 4.1.2 The Peer Reviewer may send the Assessment and Peer Review report to ACC to liaise further.
- 4.2 If the VMS Assessor still disputes the Peer Reviewer's report, the Peer Reviewer will note this on the Peer Review report and return it to ACC.
- 4.3 If the Peer Reviewer considers the VMS Assessor requires support or coaching, the Peer Reviewer will discuss with ACC as per the Operational Guidelines.

5. SERVICE SPECIFIC QUALITY REQUIREMENTS

5.1 Staffing Requirements

Only Peer Reviewers for Vocational Medical Assessment Peer Review may carry out Peer Review Assessments. Peer Reviewers for Vocational Medical Assessments Peer Review must:

- 5.1.1 Be approved by ACC to provide a Peer Review Service; and
 - 5.1.2 Be a current contracted VMS Assessor and have undertaken assessments for at least five years; and
 - 5.1.3 Have demonstrated the ability to produce Vocational Medical Assessments reports of a consistently high standard.
- 5.2 Only a small number of VMS Assessors are approved to provide Vocational Medical Assessment Peer Review. Should ACC require more Vocational Medical Services Peer Reviewers, we reserve the right to select additional Peer Reviewers from existing VMS Assessors who meet the requirements in clause 5.1. above, on an as required basis.

- 5.3 Only Approved Peer Reviewers (as detailed in the following table) may provide the peer review Services.

Table 6 – Approved VMS Peer Reviewers

Approved Peer Reviewer	Vocational Classification	ACC Provider Number	Services Offered
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5.4 Timeframes

The Supplier will:

- 5.4.1 Return the Peer Review report to ACC within 10 Business days from the date the Peer Review referral was received;
- 5.4.2 Inform ACC if the VMS Assessor has taken longer than five Business days to amend an Assessment report.

5.5 In providing the Services the Supplier will also:

- 5.5.1 Provide appropriate expertise and resources;
- 5.5.2 Take all steps necessary to clarify ACC’s requirements for the Services;
- 5.5.3 Advise ACC immediately if the Supplier becomes aware of any matter which may change or delay its performance. The advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it. If ACC is advised the delay is due to a time frame of greater than 10 Business days due to delay of an amended the Initial Medical Assessment or Vocational Independence Medical Assessment report. ACC will contact the VMS Assessor concerned;
- 5.5.4 Keep ACC fully informed, on a regular basis as agreed by the parties, regarding progress of the deliverables as described in this Service specification;
- 5.5.5 Comply with all reasonable instructions given by ACC;
- 5.5.6 Ensure that all reports and other written communications to ACC are clear, thorough, complete, and acceptable to ACC in both form and substance.

6. PERFORMANCE REQUIREMENTS

- 6.1 If the Peer Review is not of an acceptable standard and ACC requests an amended Peer Review report the Peer Reviewer will rectify the report without additional charge to ACC.

- 6.2 If performance monitoring identifies issues with a Peer Reviewer, the following process will apply:
- 6.2.1 When an issue is first identified, the Supplier will receive a telephone call and ACC will outline the issue and any resolution that needs to occur;
 - 6.2.2 Timeframes will be provided by ACC for resolution of the issue to occur;
 - 6.2.3 The Supplier may contact ACC to discuss the issue or to request a meeting, or further training to assist with resolution of the issue at any time in this period;
 - 6.2.4 If at follow-up resolution has not occurred in accordance with timeframes provided, ACC will request a meeting;
 - 6.2.5 At this meeting the Supplier will undertake to resolve the issue and ACC will provide the Peer Reviewer with development and training if required, to assist with resolution of the issue;
 - 6.2.6 Timeframes will be provided by ACC for resolution to occur;
 - 6.2.7 If the Supplier refuses a meeting, ACC will consider this a serious breach of contract and will provide the Supplier with a Termination for Breach in accordance with clause 20.8 of the Standard Terms and Conditions.
- 6.3 Removing Approved Peer Reviewers
- 6.3.1 The Supplier may, at any time during the Term of this Service Schedule, provide written notification to ACC that a VMS Assessor has ceased to be Peer Reviewer. The VMS Assessor shall be deemed to be removed from this Service Schedule as a Peer Reviewer within five Business days after receipt of the Supplier's notice by ACC.
 - 6.3.2 ACC may, at any time during the Term of this Service Schedule, provide written notification to the Supplier that a VMS Assessor is to be removed from this Service Schedule as a Peer Reviewer. The VMS Assessor shall be deemed to be removed from this Service Schedule as a Peer Reviewer, within five Business days after the Supplier's receipt of ACC's notice. ACC shall not issue such a notice arbitrarily.

7. PAYMENT AND INVOICING

7.1 Service Items and Charges

A small number of VMS Assessors are also approved to provide Peer Review Services on an as required basis. Part C - Peer Review and the Vocational Medical Services Peer Review pricing table below is only applicable to VMS Assessors who are approved to provide Vocational Medical Services Peer Review.

7.2 The Supplier may invoice ACC for the Services undertaken according to the prices in the following table:

Table 7 – Service Items VMS PEER REVIEW

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST) per pricing unit	Pricing Unit
VMP01	Peer Review Base Rate	Provision of a Peer Review service and report as described in Part C and requires limited communication or correspondence with the VMS Assessor as no/minor amendments are required.	\$247.77	Per Peer Review report
VMP02	Peer Review Additional Liaison	<p>Time required in addition to the Peer Review Base Rate for:</p> <ul style="list-style-type: none"> • significant communication or correspondence with the VMS Assessor • if required, the review of the amended Assessment report; • if required, communication with the ACC Clinical Advisor. • obtaining and reviewing any additional information required to complete the Peer Review. Billed in 15-minute blocks. 	\$272.49 (one 15 minute block is \$68.12)	Per hour (max 2 hour billed in 15 minute blocks)

These Services require prior approval from ACC.

D. MENTORING

Note: This Part D – MENTORING only applies to Suppliers approved to provide Vocational Medical Services Mentor Services. Refer to clause 4 below for further details.

1. VOCATIONAL MEDICAL SERVICES ASSESSMENT MENTOR CRITERIA

1.1 ACC will approve a Vocational Medical Services Assessment Mentor under the following criteria;

1.1.1 have at least five years' recent experience in providing initial medical and vocational independence medical assessments for ACC; and

1.1.2 is an Approved Peer Reviewer for Vocational Medical Services Peer Review as outlined in Part C, of the Service Schedule for Vocational Medical Services.

1.2 Only Approved Mentors (as detailed in the following table) may provide Vocational Medical Services Mentoring.

Table 8 – Approved VMS Mentors

Approved Mentor	Vocational Classification	ACC Provider Number	Services Offered
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2. VOCATIONAL MEDICAL SERVICES MENTEE CRITERIA

2.1 “Mentee” is a Vocational Medical Services Assessment Assessor who has recently been approved by ACC to provide Services in accordance with the Vocational Medical Services (as outlined in Part D, Clause 1.1.) The Mentee will be assigned to a Mentor for the purposes of mentoring.

3. COMMENCEMENT OF MENTORING

3.1 ACC will notify the Mentor in writing to provide the Services in accordance with the Vocational Medical Services Schedule. The notification will provide details of the Mentee and the start and finish date of the mentoring period.

4. SCOPE OF MENTORSHIP

4.1 The Mentor will contact the Mentee to establish an agreed communication format (email, virtual or in-person) and structure for the 12-month mentoring period.

4.2 The Mentor will provide mentoring to the Mentee which will include;

4.2.1 facilitate learning conversations with the Mentee that challenge and support them; and

4.2.2 provide feedback and facilitate the Mentee’s ability to reflect on that feedback; and

- 4.2.3 listen to and help the Mentee to solve problems and questions as they arise.
- 4.3 The Mentor will provide Peer Review of the first ten (10) Vocational Medical Services reports completed by the Mentee. Peer Review is outlined in Part C of the Vocational Medical Services Service Schedule.
- 4.4 The Mentor will confirm to ACC that the first ten (10) Vocational Medical Services reports undertaken by the Mentee will involve a selection of reports for which the mentee has been approved to provide, e.g., Initial Medical Assessments and/or Vocational Independence Medical Assessments.
- 4.5 The Mentor will keep a log of the Peer Reviewed Vocational Medical Services reports as described in in clause 4.2. and 4.4. This log must be available to ACC upon request.
- 4.6 In addition to the Service Requirements outlined in Part D, Clause 4 of the Service Schedule for Vocational Medical Services, the mentor will provide direct feedback and support to the Mentee to support their professional development in Vocational Medical Services for a period of 12 months;
- 4.7 The Mentor will provide ACC with a report upon completion of the Peer Reviewed Assessments outlined in Clause 4.2. and 4.4. to confirm the Mentee has met an appropriate standard within 10 Business days following the completion of last Peer Review completed as outlined in Clause 4.2. and 4.4. undertaken by the Mentee;
- 4.8 In the event that the Mentor becomes aware of any concerns regarding the Mentee's performance, contact ACC as soon as possible; and
- 4.9 The Mentor will provide ACC a final report (in the form of an email or letter) within 10 Business days from the last day of the 12-month mentoring period outlining the support they have provided throughout the mentoring period and confirming the requirements of this agreement have been met.
- 4.10 The Mentor will not be required to provided formal mentoring support following the end of the 12-month mentoring period.

5. RESOLVING ISSUES

- 5.1 If there is a disagreement in findings or opinion in any Peer Reviews undertaken, final reports or any other findings;
 - 5.1.1 The Mentor and/or the Mentee will liaise with ACC; and
 - 5.1.2 ACC will consider the dispute and, in its sole discretion, determine the action to be undertaken to resolve the dispute.

6. REMOVING APPROVED MENTORS

- 6.1 The Supplier may, at any time during the Term of this Service Schedule, provide written notification to ACC that a VMS Assessor has ceased to be Mentor. The VMS Assessor shall be deemed to be removed from this Service Schedule as a Mentor within five Business days after receipt of the Supplier's notice by ACC.
- 6.2 ACC may, at any time during the Term of this Service Schedule, provide written notification to the Supplier that a VMS Assessor is to be removed from this Service Schedule as a Mentor. The VMS Assessor shall be deemed to be removed from this Service Schedule as a Mentor, within five Business days after the Supplier's receipt of ACC's notice. ACC shall not issue such a notice arbitrarily.

7. PAYMENT AND INVOICING

- 7.1 A small number of Vocational Medical Services Assessors are also approved to provide Mentoring on an as required basis. Part D - Mentoring and the Vocational Medical Services Mentoring pricing table below is only applicable to assessors who are approved to provide Vocational Medical Services Mentoring.
- 7.2 ACC agrees to pay the price set out in Table 10 every three (3) months up to a maximum of four (4) payments throughout the 12-month mentoring period. The Supplier shall submit an invoice every three (3) months. These invoices must be directly emailed to ACC's Accounts Payable team on accounts.payable@acc.co.nz. The invoice is to include the details in Table 10:

Table 10 – Service Items VMS MENTORING

Description	Price (excl. GST)	Cost Centre	Vendor ID
VMS Mentor	\$1,716.39	718	
(Total \$6,865.56 over 12 months)			

Failure to provide ACC with this required information may result in your invoices being declined and a request to resubmit using these instructions.