SERVICE SCHEDULE FOR FUNCTIONAL CAPACITY EVALUATION SERVICES

CONTRACT NO: FCE###

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING FUNCTIONAL CAPACITY EVALUATION SERVICES

The Term for the provision of Functional Capacity Evaluation Services is the period from the date of signing (“Commencement Date”) until the close of 31 August 2022 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

1.1. Prior to the Date of Expiry, the parties may agree in writing to extend the Term of this Service Schedule for a further three terms of 12 months each. Any decision to extend the Term of this Service Schedule will be based on:

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

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

2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 3)

XXX

3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 10)

Table 1 - Service Items and Prices

<table>
<thead>
<tr>
<th>Service Item Code</th>
<th>Service Item Description</th>
<th>Service Item Definition</th>
<th>Price (excl. GST)</th>
<th>Pricing Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FCE01</td>
<td>Full Functional Capacity Evaluation (Standard)</td>
<td>Assessment of a Claimant’s ability to reliably and safely sustain physical performance in response to a range of physical demands. Price includes report. (Refer to Part B, Clause 5.1)</td>
<td>$711.42</td>
<td>Per Report</td>
</tr>
<tr>
<td>FCE02</td>
<td>Task Specific Evaluation</td>
<td>Assessment of a Claimant’s ability to reliably and safely sustain physical performance of specified tasks. Price includes Report. (Refer to Part B, Clause 5.2)</td>
<td>$474.27</td>
<td>Per Report</td>
</tr>
<tr>
<td>FCE03</td>
<td>Full Functional Capacity Evaluation (Complex)</td>
<td>Assessment of a Claimant’s ability to reliably and safely sustain physical performance in response to a range of physical demands. Price includes report. The requirement for a complex evaluation is determined by the Case Owner according to the Claimant’s</td>
<td>$889.29</td>
<td>Per Report</td>
</tr>
<tr>
<td>Service Item Code</td>
<td>Service Item Description</td>
<td>Service Item Definition</td>
<td>Price (excl. GST)</td>
<td>Pricing Unit</td>
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<tr>
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</tr>
<tr>
<td>FCE15</td>
<td>Case Conference for Functional Capacity Evaluation Claimant</td>
<td>Attendance at case conference meetings at ACC request.</td>
<td>$118.56</td>
<td>Per Hour</td>
</tr>
<tr>
<td>FCEDNA</td>
<td>Non-Attendance: Individual Appointment</td>
<td>Claimant fails to attend scheduled appointment without giving 24 hours prior notification. Applies to FCE01, FCE02 and FCE03 only. Maximum of 2 DNA payments per Claimant referral</td>
<td>40% of service item (onsite) and 60% of service item fee (offsite)</td>
<td>Per Non Attendance</td>
</tr>
</tbody>
</table>
| FCETT5           | Travel Time – first hour | Paid for the first 60 minutes (or less) of total travel in a day where:  
- the travel is necessary; and  
- the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and  
- the distance the Service Provider travels exceeds 20km return; and/or  
- the time the Service Provider travels exceeds 30 minutes  
  
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  
  
Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis. | $59.28          | For the first hour of travel |
| FCETT1           | Travel Time – subsequent hours | Paid for return travel time after the first 60 minutes in a day paid under FCETT5, where:  
- the travel is necessary; and  
- the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and  
- additional travel time is required after the first hour of travel  
  
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 | $118.56         | For each hour after the first hour of travel |
<table>
<thead>
<tr>
<th>Service Item Code</th>
<th>Service Item Description</th>
<th>Service Item Definition</th>
<th>Price (excl. GST)</th>
<th>Pricing Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FCETD10</td>
<td>Travel Distance</td>
<td>A contribution towards travel: • for return travel via the most direct, practicable route; and • where the return travel exceeds 20km 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 Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</td>
<td>$0.62</td>
<td>Per Kilometre</td>
</tr>
<tr>
<td>FCET6</td>
<td>All other Travel</td>
<td>Costs for return travel by ferry, taxi, rental car, public transport and parking when: • return travel is via the most direct, practicable route; and • the return travel exceeds 20km 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 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.</td>
<td>Actual and Reasonable Costs</td>
<td>Per trip</td>
</tr>
<tr>
<td>FCETD7</td>
<td>Remote Service Access – room hire</td>
<td>Paid where a Service Provider is: • requested by ACC to deliver services in an outlying area that is not the Service Provider’s usual area of residence or practice; and • the Service Provider is required to hire rooms for the specific purpose of delivering Services.</td>
<td>Up to a maximum of $50.00</td>
<td>Per claimant</td>
</tr>
</tbody>
</table>
4. **PRICE REVIEW**

4.1. 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:
   - general inflation
   - changes in service component costs
   - substantial changes in the market

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

4.3. 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.

5. **RELATIONSHIP MANAGEMENT (STANDARD TERMS AND CONDITIONS, CLAUSE 11)**

5.1. The Supplier will nominate a person as their Relationship Manager to be the main contact with ACC for all operational issues relating to the provision of this service. The Supplier will inform ACC the name and contact details of the Relationship Manager in writing, including any changes.

5.2. To ensure the continuing effective operation of the service, form working relationships are to be maintained as defined in Table 2 - Relationship Management.

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<td><strong>Level</strong></td>
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<td>Case Owner</td>
</tr>
<tr>
<td>Branch</td>
</tr>
<tr>
<td>Region</td>
</tr>
<tr>
<td>Contract Management</td>
</tr>
<tr>
<td>Account Management</td>
</tr>
</tbody>
</table>

6. **ADDRESSES FOR NOTICES (STANDARD TERMS AND CONDITIONS, CLAUSE 23)**

**NOTICES FOR ACC TO:**

ACC Health Procurement (for deliveries)
Justice Centre
19 Aitken Street
Wellington 6011

ACC Health Procurement (for mail)
P O Box 242
Wellington 6140
Marked: “Attention: Procurement Specialist”
NOTICES FOR SUPPLIER TO:

(insert street address including postcode) (for deliveries)
(insert postal address including postcode) (for mail)
marked: “Attention (contact person)”
Phone:
Mobile:
Email:
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B. SERVICE SPECIFICATIONS FOR FUNCTIONAL CAPACITY EVALUATION SERVICES

1. PURPOSE AND OBJECTIVE

1.1. Purpose

1.1.1. The purpose of purchasing the services is to:

(a) provide the Case Owner with baseline information about a Claimant’s ability to reliably and safely sustain specified tasks. These specified tasks are identified by the Case Owner in the referral. The Supplier is not required to identify suitable vocational tasks or determine broad occupational functioning abilities in respect of the Claimant;

(b) determine the occupational functional ability, strengths, skills and capability of the individual Claimant to perform specific tasks and safely return to suitable work;

(c) provide Case Owners with access to Functional Capacity Evaluation Services which are cost-effective, provided in a safe environment, and delivered in a timely manner;

(d) provide a tool to support work types identified in the Initial Occupational Assessment (IOA) and the Initial Medical Assessment (IMA);

(e) support sustainable and measurable improvements in the Claimant’s rehabilitation and return to work outcomes;

(f) match Claimant capabilities to specific work types where possible;

(g) identify the maximum level of functional ability from which to build rehabilitation;

(h) assist vocational and social rehabilitation planning and implementation, by providing additional specific information to assist with development of an Individual Rehabilitation Plan; and to enhance objectivity in the rehabilitation and return to work/independence process.

1.1.2. Functional Capacity Evaluation reports are time-limited documents reflecting what a Claimant can do at a particular point in time. For most Claimants, Functional Capacity Evaluation reports and Task Specific Functional Capacity Evaluation reports older than six months should not be relied upon to predict performance.

1.1.3. A Functional Capacity Evaluation is a systematic process of observing and measuring an individual’s capacity to sustain performance in response to broadly defined physical work demands. The aim of the Functional Capacity Evaluation is to identify a Claimant’s functional abilities, strengths, skills and capacity to perform tasks related to employment.

1.1.4. A Task Specific Functional Capacity Evaluation is a structured process of observing and measuring an individual performing tasks in order to identify performance deficits, safety issues, functional abilities, strengths, skills and capacity to perform specific work related or daily living tasks. Evaluations should be relevant to existing work/daily living tasks or work types or those identified in an Initial Occupational Assessment or Initial Medical Assessment or specified by the Case Owner on the ACC098 referral.

1.2. Objective

1.2.1. The objective of Functional Capacity Evaluations is to provide an assessment of the Claimant’s current level of functioning for the purpose of planning the next stage in their vocational or social rehabilitation.
2. SERVICE COMMENCEMENT

2.1. Eligibility Criteria

2.1.1. The criteria for access to the Service described in this Schedule are:

(a) the Claimant has an accepted claim for cover for personal injury; and
(b) a referral has been made by a Case Owner to the Supplier for a Functional Capacity Evaluation; and
(c) the Claimant has been certified by a GP or specialist as medically fit to safely undertake the assessment.

2.2. Referral Process

2.2.1. Case Owners may, but shall not be obliged to, forward referrals to the Supplier for the Service.

2.2.2. The Supplier may provide Services to a Claimant under this Agreement if the Supplier has received a referral for a Functional Capacity Evaluation from the Case Owner. The referral may be given verbally initially, but shall be followed up in writing within 1 Working Day on the ACC98 Vocational Rehabilitation Referral Form.

2.2.3. ACC will not pay the Supplier for Services for a person who has not been referred to the Supplier by ACC in accordance with this Service Schedule.

2.2.4. When referring a Claimant to the Service the Case Owner will:

(a) provide an explanation to the Claimant of his or her obligations as stated in the ACC261 Rehabilitation Rights and Responsibilities and the reasons for the referral;
(b) provide an explanation to the Claimant of the Functional Capacity Evaluation, including the process involved and the reasons for the Functional Capacity Evaluation Referral;
(c) ensure that the Claimant is aware that upon the acceptance of the referral, the Supplier will make contact with the Claimant to arrange an appointment date and time;
(d) ensure that the Claimant is aware of his/her obligation to give at least 1 days notice if an arranged appointment cannot be kept and that failing to attend an appointment could risk suspension of entitlements;
(e) contact the Claimant’s GP, or other primary health care Supplier to:
   (i) advise that a Functional Capacity Evaluation Referral is being made;
   (ii) consult regarding the timing and purpose of the assessment; and
   (iii) determine whether there are any contraindications to a Functional Capacity Evaluation.
(f) consult with other key personnel (who may include other health providers, an employer, or other case management staff) about the timing and purpose of the assessment;
(g) provide the following information on an ACC98 Vocational Rehabilitation Referral form:
   (i) Claimant name and contact details;
   (ii) the Claimant’s rehabilitation outcome;
   (iii) information from the Initial Occupational Assessment (IOA) if such an assessment has been completed;
   (iv) purchase order number;
   (v) the type of Functional Capacity Evaluation the Supplier has been requested to undertake;
   (vi) background material about the Claimant including copies of any relevant reports;
(vii) outline specific questions for the Supplier to answer including if possible, job options, or the Claimant’s ability to safely undertake specific tasks;
(viii) clearly articulate the reason for the Functional Capacity Evaluation or Task Specific Functional Capacity Evaluation referral; and
(ix) identify any co-existing conditions the Case Owner is aware of that may influence performance e.g. Asthma, Diabetes or recent commencement of a medication.

2.2.5. The Supplier will:
Within 2 Working Days of receiving a written referral from the Case Owner, notify the Case Owner by e-mail or telephone of their acceptance or decline of the referral.
2.2.6. Notify the Case Owner via telephone or email within 3 Working Days of accepting a referral, if unable to contact the Claimant;
2.2.7. Advise the Case Owner either by email or telephone within 1 Working Day if a Claimant fails to keep an appointment.
2.2.8. Notify any person who has self referred to the Supplier in the anticipation of a referral that they shall be referred back to ACC. ACC will not pay the Supplier for any service provided or time spent with such a person prior to a formal referral being made.
2.2.9. If on receipt of a referral, determines that the referral is inappropriate or does not fall within their competency, the Supplier must immediately contact the Claimant’s Case Owner.
2.2.10. Within 7 Working Days of accepting the referral (or such longer period as agreed by the Case Owner in their sole discretion) commence the assessment as described in this Service Schedule.
2.2.11. The Supplier will contact the Claimant to:
   (a) arrange a time and date to undertake the Functional Capacity Evaluation;
   (b) advise the Claimant of the location for the appointment;
   (c) inform the Claimant of the expected duration of the Functional Capacity Evaluation;
   (d) advise what clothing to wear;
   (e) advise that a support person may accompany the Claimant;
   (f) provide a brief outline of what the Functional Capacity Evaluation process will involve; and
   (g) inform the Claimant of the need to avoid eating a heavy meal, or skipping a meal prior to the assessment.
2.2.12. The Supplier will, if required by the Case Owner, attend a meeting with the Case Owner and Claimant and such meeting may include the Claimant’s GP and employer.

3. SERVICE LOCATION OR SPECIFIED AREA

3.1. The Services will be provided at the location specified in Part A, clause 2 of this Service Schedule or the Claimants workplace.

3.2. The Supplier is responsible for conducting the Functional Capacity Evaluation in an appropriate and safe setting.

3.3. When the Functional Capacity Evaluation is conducted in the Claimant’s workplace the Supplier will be responsible for ensuring:
   3.3.1. the employer is fully-informed about the Functional Capacity Evaluation and the reason why it is being conducted at the workplace; and
3.3.2. the safety of the Claimant during the evaluation; and
3.3.3. the privacy of the Claimant during the evaluation.

3.4. Where assessment of a Claimant is required in a location away from the Supplier’s facility or the Claimant’s workplace, prior approval must be given by the Case Owner.

3.5. Approval may be given for Claimants to be assessed in a location other than the Supplier’s premises or the Claimant’s workplace, according to the following criteria:

3.5.1. if there is a specific task, or requirement of the Claimant’s job, proposed job or activities of daily living that is best directly observed in the specific context in which it is regularly performed; or

3.5.2. if it is considered appropriate by the Supplier to observe and measure the Claimant performing the specified tasks under the circumstances of normal work demands; and

3.5.3. there are unique characteristics of the Claimant’s work environment where it would be impractical for the Supplier to adequately assess the Claimant in the Supplier’s facility or Claimant’s workplace.

4. SERVICE EXIT

4.1. The Services are complete when a report that meets the standards outlined in this Service Schedule is submitted to the referring Case Owner.

5. SERVICE REQUIREMENTS

The Functional Capacity Evaluation Service consists of three types of assessment:

(a) Full Functional Capacity Evaluation (Standard)
Standard Full Functional Capacity Evaluation (FCE) covers a Claimant who has one of the following:
(i) two or less musculoskeletal injuries
(ii) a single non-musculoskeletal covered injury
(iii) no covered claims for mental/behaviour disorders
(iv) a claim that is not categorised as a “sensitive claim” by ACC

(b) Full Functional Capacity Evaluation (Complex)
Complex Full Functional Capacity Evaluation (FCE) covers a Claimant who has one of the following:
(i) three or more years on weekly compensation
(ii) three or more musculoskeletal injuries
(iii) more than one non-musculoskeletal multiple covered injury
(iv) significant mental/behaviour disorder
(v) a covered sensitive claim

(c) Task Specific Functional Capacity Evaluation

5.1. Full Functional Capacity Evaluation (Standard and Complex)

5.1.1. Description

(a) Functional Capacity Evaluations are tools to assist the development or implementation of an Individual Rehabilitation Plan. They are not stand-alone assessments and must always be used in conjunction with other sources of information about the Claimant. Functional Capacity Evaluations are useful adjuncts to the delivery of proactive and positive case management, leading to either a safe and sustainable return to employment or work readiness in defined occupations.
Prior to referring a Claimant for a Functional Capacity Evaluation, the Case Owner may have arranged for the Claimant to complete an Initial Occupational Assessment (IOA). If such an assessment has been undertaken the Case Owner will ensure the results of the Initial Medical Assessment (IOA) are included with the Functional Capacity Evaluation referral.

The requirement for either a standard or complex Functional Capacity Evaluation is determined by the Case Owner according to the Claimant’s injury related needs, and will be specified on the referral form. The evaluation includes:

(i) completion of pre-evaluation preparation including instructions to the Claimant and pre-assessments
(ii) physical evaluation
(iii) assessment report

5.1.2. The Supplier will:

(a) Within 7 Working Days of accepting the referral for a Functional Capacity Evaluation commence the evaluation;

(b) Complete pre-evaluation tasks including but not limited to;
   (i) interviewing the Claimant;
   (ii) reviewing the Claimant’s medical and rehabilitation history and any background information provided with the referral, including the planned vocational outcome (if identified) and the results of Initial Occupational Assessment (IOA) if such an assessment has been completed;
   (iii) discussing with the Claimant, and with the Claimant’s consent, whanau and other relevant people, the purpose of the Functional Capacity Evaluation and defined rehabilitation and vocational outcome(s);
   (iv) explaining the method of testing and demonstrate when appropriate;
   (v) providing clear instruction on the criteria on which a test will be stopped;
   (vi) advising the Claimant that they may cease any part or the whole of the test at any time if they believe they are unable to continue;
   (vii) advising the Claimant to report any increase in symptoms during the evaluation;
   (viii) advising the Claimant that the finding will be discussed on completion of the evaluation;
   (ix) conducting a pre-assessment physical evaluation that must include blood pressure measurement and resting heart rate.

(c) Complete the physical evaluation of the Claimant including, but not limited to:
   (i) conducting a range of observations;
   (ii) using a professionally recognised, objective assessment methodologies to identify the Claimant’s level of functional capacity;
   (iii) assessing current functional abilities and limitation;
   (iv) assessing the parameters of safe levels of work and function;
   (v) assessing barriers to further rehabilitation;
   (vi) educating the Claimant in safe work habits;
(vii) identification of particular rehabilitation needs and/or further assessments;
(viii) addressing the specific questions outlined in the referral; and
(ix) discussing with the Claimant (or the Claimant’s representative) of the
general findings of the assessment including a clear indication that
the definitive rehabilitation decisions will be made by the Case
Owner.

5.1.3. Reporting

(a) Each Assessment Report produced after a Functional Capacity Evaluation
will be concise and will document objective observations and findings as
described in clause 1.1.3.

(b) The report will be given to the Case Owner within 5 Working Days of
completion of the evaluation and will re-refer the Claimant back to the Case
Owner for the consideration of further approval to undertake alternative/
additional services if necessary.

(c) Findings and recommendations will be written in a constructive and solution
based format.

(d) The Assessment Report will specify:
   (i) Claimant name, date of birth, address and ACC claim number;
   (ii) name and contact phone number of the Service Provider who
        conducted the assessment;
   (iii) name of the Referring Case Owner;
   (iv) date of assessment.

(e) The Assessment Report must include but need not be limited to:
   (i) an outline of the instructions provided to the Claimant including the
criteria for stopping a test;
   (ii) a summary of the Claimant’s presenting difficulties, including
relevant background (e.g. medical, musculoskeletal, psychosocial,
educational, work, recreation, activities of daily living, etc.);
   (iii) a description of the Claimant’s condition at the start of the
assessment, including whether the Claimant experienced an average
or better/worse than average day for symptoms;
   (iv) a record of findings from the pre-Assessment physical evaluation;
   (v) a description of the protocol used for the Functional Capacity
Evaluation;
   (vi) a description of the actual observations and measures used;
   (vii) criteria by which the functional performance limits were determined
during the testing process;
   (viii) the application of safety criteria (e.g. maximal heart rate, control of
load, biomechanical or kinesiophysical changes that may impair
safety);
   (ix) an outline of the results of the observations and measures used;
   (x) a summary of performance on specific tasks from the Claimant’s
workplace, work tasks identified in the Initial Occupational
Assessment or Initial Medical Assessment; or of general work-related
tasks;
   (xi) an estimate of the predicted performance at work, relating to specific
activities (noting that these are guidelines only);
   (xii) return to work and rehabilitation options that emphasise a positive
focus on the abilities of the Claimant and a description of how these
options were identified;
   (xiii) documentation of any Claimant concerns regarding any activities
undertaken or attempted;
   (xiv) information regarding the reasons for terminating any test;
(xv) an outline of any contraindications for specific movements or activities (including reasons);
(xvi) answers to specific questions asked by the Referring Case Owner; and
(xvii) any other relevant information.

5.2. Task Specific Functional Capacity Evaluation.

5.2.1. Description

(a) A Task Specific Functional Capacity Evaluation tests and evaluates the Claimant undertaking specific tasks in a controlled environment. Evaluations should be relevant to existing work/daily living tasks or work types or those identified in an Initial Occupational Assessment or Initial Medical Assessment if such an assessment has been undertaken.

(b) The requirement for a Task Specific Functional Capacity Evaluation is determined by the Case Owner and will be specified on the referral form. The Evaluation includes:
   (i) completion of pre-evaluation preparation including instructions to the Claimant and pre-assessments
   (ii) physical evaluation
   (iii) assessment report

5.2.2. The Supplier will

(a) Within 7 Working Days of accepting the referral for a Task Specific Functional Capacity Evaluation commence the evaluation;
(b) Complete pre-evaluation tasks including but not limited to:
   (i) interviewing the Claimant;
   (ii) reviewing the Claimant’s medical and rehabilitation history and any background information provided with the referral, including the planned vocational outcome (if identified) and the results of Initial Occupational Assessment (IOA) if such an assessment has been completed;
   (iii) discussing with the Claimant, and with the Claimant’s consent, whanau and other relevant people, the purpose of the Task Specific Functional Capacity Evaluation and defined rehabilitation and vocational outcome(s);
   (iv) explaining the method of evaluation and demonstrate when appropriate;
   (v) providing clear instruction on the criteria on which the evaluation will be stopped;
   (vi) advising the Claimant that they may cease any part or the whole of the evaluation at any time if they believe they are unable to continue;
   (vii) advising the Claimant to report any increase in symptoms during the evaluation;
   (viii) advising the Claimant that the finding will be discussed on completion of the evaluation;
   (ix) conducting a pre-assessment physical evaluation that may include blood pressure measurement and resting heart rate.
(c) Complete the physical evaluation of the Claimant including, but not limited to:
   (i) conducting a range of observations;
   (ii) assessing current functional abilities and limitation;
   (iii) observe the Claimant undertaking specific tasks which have been identified in the referral;
   (iv) conduct a variety of measurements while the Claimant performs the specific duties/tasks of the Claimant’s job;
(v) educating the Claimant in safe work habits;
(vi) identification of particular rehabilitation needs and/or further assessments;
(vii) addressing the specific questions outlined in the referral; and
(viii) discussing with the Claimant (or the Claimant’s representative) of the general findings of the assessment including a clear indication that the definitive rehabilitation decisions will be made by the Case Owner.

5.2.3. Reporting

(a) Each Assessment Report produced after a Task Specific Functional Capacity Evaluation will be concise and document objective observations and findings in respect of the specified tasks described in clauses 1.1.3 and 1.1.4.

(b) The report will be given to the Case Owner within 5 Working Days of completion of the evaluation and will re-refer the Claimant back to the Case Owner for the consideration of further approval to undertake alternative / additional services if necessary.

(c) Findings and recommendations will be written in a constructive and solution based format.

(d) The Assessment Report will specify:
   (i) Claimant name, date of birth, address and ACC claim number;
   (ii) name and contact phone number of the Service Provider who conducted the Assessment;
   (iii) name of the Referring Case Owner;
   (iv) date of Assessment.

(e) The Assessment Report must include but need not be limited to:
   (i) an outline of the instructions provided to the Claimant including the criteria for stopping the evaluation;
   (ii) a summary of the Claimant’s presenting difficulties, including relevant background (e.g. medical, musculoskeletal, psychosocial, educational, work, recreation, activities of daily living, etc.);
   (iii) a description of the Claimant’s condition at the start of the Assessment, including whether the Claimant experienced an average or better/worse than average day for symptoms;
   (iv) a record of findings from the pre-assessment physical evaluation;
   (v) a description of the actual observations and measures used;
   (vi) the application of safety criteria (e.g. maximal heart rate, control of load, biomechanical or kinesiophysical changes that may impair safety);
   (vii) an outline of the results of the observations and measures used;
   (viii) a summary of performance on specific tasks from the Claimant’s workplace, work tasks identified in the Initial Occupational Assessment or Initial Medical Assessment; or of general work-related tasks;
   (ix) an estimate of the predicted performance at work/home, relating to specific activities (noting that these are guidelines only);
   (x) return to work/independence and rehabilitation options that emphasise a positive focus on the abilities of the Claimant and a description of how these options were identified;
   (xi) documentation of any Claimant concerns regarding any activities undertaken or attempted;
   (xii) information regarding the reasons for terminating any test;
   (xiii) an outline of any contraindications for specific movements or activities (including reasons);
(xiv) answers to specific questions asked by the Referring Case owner, and any other relevant information.

6. **SERVICE-SPECIFIC QUALITY REQUIREMENTS**

6.1. **Safety**

6.1.1. Functional Capacity Evaluations must be conducted in a safe, Claimant orientated manner.

6.1.2. The Supplier is required to establish criteria for safety during manual handling. Key principles include:

   (a) ensuring control of the load throughout the task;
   (b) minimising the use of accessory muscles and changes in body mechanics (especially where these compromise the duration a Claimant can continue the movement); and
   (c) minimising physiological signs of fatigue or distress, especially where accompanied by changes in posture, stance, smoothness of movement, or features of bio-mechanical compromise.

6.1.3. Adequate fluid replacement must be available throughout testing. Appropriate snacks should be made available, especially if the Claimant is diabetic.

6.1.4. The Supplier will give the Claimant feedback where their performance becomes unsafe. Safe techniques will be demonstrated and Claimants must be given the opportunity to change their technique.

6.1.5. When a Claimant has expressed difficulties with pain during a Functional Capacity Evaluation it is good practice for the Supplier to contact the Claimant following the evaluation to determine whether pain levels have increased or been sustained as a result of the tasks undertaken. In the event this occurs; the details should be clearly referenced and detailed in the report submitted to the Case Owner.

6.1.6. A Claimant may decline to undergo specific exercises or tasks of the evaluation if they consider the exercise or task carries the risk of re-injury. In this situation, the Supplier must notify the Case Owner that the Claimant has declined to perform a particular exercise or task, and include the reason the Claimant gives for not performing the task.

6.2. **Language**

6.2.1. The language used during the assessment and in the assessment report shall be neutral and non-punitive.

6.2.2. The Supplier shall avoid any reference both during the assessment and in the assessment report to personal beliefs as to whether the Claimant’s response to testing was genuine.

6.2.3. The Supplier shall avoid making personal judgements both during the assessment and in the assessment report regarding the level of a Claimant’s reported symptoms. (A symptom is a sensation experienced by an individual. There is no test that can measure “true” versus reported experience of sensation).

6.2.4. Any performance discrepancies should be noted and are an indication for further evaluation of the individual’s beliefs about their injury via a different medium. (Fraud detection is not a clinical task and therefore not the role of the Functional Capacity Evaluation).

6.3. **Staffing Requirements**
6.3.1. Functional Capacity Evaluations must be undertaken by a person who is registered with ACC as a Rehabilitation Professional and who holds as a minimum, one of the following qualifications, and belongs to the relevant professional body pertaining to their qualification:
   (a) New Zealand Registered Physiotherapist;
   (b) New Zealand Registered Occupational Therapist;
   (c) New Zealand Registered Nurse with relevant postgraduate papers in rehabilitation, workplace assessment, and ergonomics

6.3.2. Suppliers must also have experience in rehabilitation, and adhere to the supervision requirements for their relevant professional bodies.

6.3.3. The Functional Capacity Evaluations may only be provided by Suppliers who:
   (a) have a professional interest and experience in musculoskeletal function and workplace rehabilitation;
   (b) have undertaken specific training in the use, interpretation and reporting of Functional Capacity Evaluations; and
   (c) have experience and are skilled in the use and interpretation of the Functional Capacity Evaluation Assessment instruments.

6.4. Timeliness

6.4.1. Within 2 Working Days of receiving a written referral from the Case Owner, the Supplier will notify the Case Owner of their acceptance or decline of the referral.

6.4.2. Upon referral, notify the Case Owner immediately if the referral is inappropriate or outside the competency of the Supplier.

6.4.3. Notify the Case Owner within 3 Working Days of accepting the referral of any inability to contact the Claimant.

6.4.4. Within 7 Working Days of accepting the referral (or such longer period as agreed by the Case Owner in their sole discretion) the Supplier shall commence the assessment.

6.4.5. Advise the Case Owner either by email or telephone within 1 day if a Claimant fails to keep an appointment.

6.4.6. The Supplier will forward the assessment report to the Case Owner within 5 Working Days of the date of the assessment.

6.4.7. If the Supplier is unable to meet the timelines stated above, the Supplier shall contact the Case Owner to either:
   (d) negotiate an alternative timeframe, or
   (e) allow the Case Owner to retract the referral.

6.5. Resources and Equipment

6.5.1. The Supplier will provide or arrange all the necessary equipment and resources required to conduct the evaluation.

7. EXCLUSIONS

7.1. Other Vocational Rehabilitation Assessments and Services e.g. Initial Occupational Assessment, Work Ready Programmes and Activity Based Programmes are not to be provided under this Service Schedule.
8. **LINKAGES**

8.1. The Functional Capacity Evaluation is an assessment tool for establishing a Claimant’s current level of functioning. There are no pre-requisite services, however a Claimant may have completed an Initial Occupational Assessment (IOA) prior to being referred for a Functional Capacity Evaluation. Following a Functional Capacity Evaluation, the Claimant may participate in other vocational rehabilitation services upon referral by the Case Owner. The assessment may also provide additional specific information to assist with development of an Individual Rehabilitation Plan.

9. **PERFORMANCE REQUIREMENTS**

9.1. The performance requirements for this Service are summarised in Part B, clause 9.2. A full Service Monitoring Plan is held by ACC and can be requested from the contact in clause 4 of the Quick Reference Information in Part A of this Service Schedule.

9.2. The performance requirements for this Service as outlined in the Service Monitoring Plan are:

9.2.1. **Quality and Effective Rehabilitation**, (for each Supplier and nationally across all contracted peers for this Service):

   (a) Quality of Service documentation by Supplier;
   
   (b) Staffing of Supplier, to ensure Service delivery is facilitated by appropriate skilled and qualified staff who meet the criteria specified in this Service; (Refer to clause 6.3)
   
   (c) Appropriate and safe delivery by Supplier;
   
   (d) Identifying remaining barriers for each referred Claimant to this Service, specifically those who had any barriers remaining, and if so are the remaining barriers of an injury related, social or workplace nature;
   
   (e) Achievement of goals and outcomes for each referred Claimant to this Service;
   
   (f) Identifying any issue of non-participation among referred Claimants to this Service;
   
   (g) Identifying the exit status of Claimants referred to this Service, and measuring each Claimant exit against the appropriate exit criteria for this Service.

9.2.2. **Cultural Appropriateness** by Suppliers. This will be monitored via referral feedback via Case Owners, Service Performance Manager liaison and review of Service audits undertaken by ACC.

9.2.3. **Reasonable Cost** for this Service, in terms of planned duration and actual duration.

9.2.4. Services are delivered in the required timeframes:

   (a) Feedback may be gathered from Case Owners or reported to ACC via the Provider Performance Team;
   
   (b) Service delivery by the Supplier must be within the required timeframes prescribed in this Service specification;
   
   (c) Did Not Attend (DNA) and Non-Participation are reported on same day by Supplier.

9.2.5. **Claimant satisfaction** by Supplier and overall with Service. This will be measured using customer satisfaction forms, and/or customer satisfaction surveys carried out by contracted research agencies on behalf of ACC.
9.2.6. Consistency of Service provision by Suppliers. This may be monitored via Case
Owner feedback, customer satisfaction survey, analysis of a practice audit undertaken
across all contracted Suppliers for this Service, Issues reporting, and analysis of the
goals and outcomes reporting.

9.3. The Supplier’s performance will be measured on the relevant performance requirements
outlined in this Service Schedule.

10. PAYMENT AND INVOICING

10.1. Service Prices

10.1.1. ACC agrees to pay the applicable prices set out in Part A, clause 3 of Part A of this
Schedule for Services provided to Claimants in accordance with this Agreement.