

# SERVICE SCHEDULE FOR OCCUPATIONAL ASSESSMENT SERVICES

CONTRACT NO: \_\_\_\_\_

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## A. QUICK REFERENCE INFORMATION

### 1. TERM OF SERVICE SCHEDULE FOR OCCUPATIONAL ASSESSMENT SERVICES

- 1.1 The Term of this Service Schedule in respect of Occupational Assessment Services is the period from 1 May 2025 (Start Date) until the close of 30 April 2028 (End Date) or such earlier date upon which the period is lawfully terminated.
- 1.2 Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a maximum of two further terms of two years each. Any decisions to extend the Term of this Service Schedule will be based on:
- 1.2.1 the parties reaching agreement on the extension in writing prior to the End Date;
  - 1.2.2 ACC being satisfied with the performance of the Services by the Supplier; and
  - 1.2.3 all other provisions of this Contract either continuing to apply during such extended Term or being re-negotiated to the satisfaction of both parties.
- 1.3 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 4)

- 2.1 Services will be delivered within the following geographic areas:

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### 3. APPROVED NAMED SERVICE PROVIDERS (PART B, CLAUSE 6.4)

- 3.1 Approved Service Providers for the provision of Occupational Assessment Services under this Service Schedule are:

**Table 1 – Approved Service Providers**

Name of Approved Service Provider	Profession	ACC Provider Number

### 4. SERVICE ITEMS AND PRICES (PART B, CLAUSE 17)

**Table 2 – Pricing Table**

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
IOA01	Initial Occupational Assessment (Standard)	Upon referral by ACC, provision of an assessment and report in accordance with Part B, clause 6.2.	\$746.76	Per Report
IOA02	Initial Occupational Assessment (Complex)	Upon referral by ACC, provision of an assessment and report in accordance with Part B, clause 6.2.  For a complex assessment the Client must meet one of the criteria outlined in clause 6.7.	\$853.44	Per Report
IOA03	Initial Occupational Re-assessment	Upon referral by ACC, provision of a re-assessment and report in accordance with Part B, clause 6.3.	\$426.72	Per Report
VIOS1	Vocational Independence Occupational Assessment (Standard)	Upon referral by ACC, provision of an assessment and report in accordance with Part B, clause 6.4.	\$817.88	Per Report
VIOC1	Vocational Independence Occupational Assessment (Complex)	Upon referral by ACC, provision of an assessment and report in accordance with Part B, clause 6.4.  For a complex assessment the Client must meet one of the criteria outlined in clause 6.7.	\$945.90	Per Report

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
VIO105	Occupational Assessment - Section 105	Upon referral by ACC, provision of an assessment and report in accordance with Part B, clause 6.6.	\$1,017.02	Per Report
IOADNA	Did not attend IOA	Client fails to attend scheduled appointment without giving one Business Day's prior notification to the Service Provider. The Service Provider must notify the ACC.	40% of the applicable rate (onsite)	Two DNAs per Client Referral
VIODNA	Did not attend VIOA		60% of the applicable rate (offsite)	
VIODNA1	Did not attend S105			
OASTT1	Travel Time – hours	Paid for return travel time in accordance with Part B, clause 18.	\$142.24	Per Hour or part thereof
OASTD10	Travel Distance	A contribution towards travel distance in accordance with Part B, clause 18.	\$0.78	Per Kilometre

## 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 (STANDARD TERMS AND CONDITIONS, CLAUSE 11)**

*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

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

**NOTICES FOR ACC TO:**

ACC Health Procurement  
 Justice Centre (For deliveries)  
 19 Aitken Street  
 PO Box 242 (For mail)  
 Wellington  
 Marked: "Attention: Procurement Partner"  
 Phone: 0800 400 503  
 Email: health.procurement@acc.co.nz

**NOTICES FOR SUPPLIER TO:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (for deliveries)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (for mail)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Marked: Attention: \_\_\_\_\_, \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Mobile: \_\_\_\_\_  
 Email: \_\_\_\_\_

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## **B. SERVICE SPECIFICATION FOR OCCUPATIONAL ASSESSMENTS**

### **1. PURPOSE**

- 1.1 The purpose of this Service is to provide Occupational Assessment reports for ACC Clients' suitability for work types by reason of experience, education or training, or any combination of these.
- 1.2 ACC wishes to purchase this Service to inform the development and/or implementation of individualised rehabilitation plan for addressing the Client's identified needs and barriers to return to work or work-readiness and if required, the potential loss of earnings following the Client's personal injury.
- 1.3 Occupation Assessments are undertaken in accordance with Sections 91, 92, 105, 107, 108 and Schedule 1 of the AC Act.

### **2. SERVICE OBJECTIVES**

- 2.1 The objectives of this Service are:
  - 2.1.1 To provide high quality, evidence-based Occupational Assessments which inform the Client's vocational Independence rehabilitation journey;
  - 2.1.2 To assist ACC and the Client with rehabilitation planning and implementation and the development of the Recovery Plan (RP)/Individual Rehabilitation Plan (IRP);
  - 2.1.3 To enable ACC to provide comprehensive vocational rehabilitation focused on addressing the Client's identified needs and barriers to return to work or work-readiness, in a range of suitable types of work;
  - 2.1.4 To provide services to ACC which are efficient, effective and of suitable quality to inform decision making;
  - 2.1.5 Provide services which are compliant with the requirements of the AC Act and in accordance with the processes set out in this Service Schedule and the Operational Guidelines.

### **3. SERVICE COMPONENTS**

- 3.1 The Supplier must provide the following Services:
  - 3.1.1 Initial Occupational Assessment;
  - 3.1.2 Vocational Independence Occupational Assessment; and
  - 3.1.3 Section 105 Occupational Assessment.

- 3.2 The Initial Occupational Assessment (IOA) will identify the Client's education, experience and training, and the transferability of these into suitable alternative types of work. The assessment report will outline the work types that suit the Client's skills and provide a basis for the development of a Client's rehabilitation plan.
- 3.3 Vocational Independence Occupational Assessment (VIOA) reviews the vocational rehabilitation that has been undertaken and completed in the rehabilitation plan. The assessment report produced will outline the work types suitable for the Client matching the skills gained through education, training, experience, or any combination of those.
- 3.4 The Section 105 Occupational Assessment assists ACC in determining if certain Clients who, at time of incapacity, had ceased to be in employment, were potential earners, or had purchased weekly compensation under section 223, because of the personal injury, is or was unable to engage in work for which they are suited by reason of experience, education, training, or any combination of those effects. This assessment report is sometimes required to be retrospective over a certain period of time.
- 3.5 In considering the suitability of the types of work, the Occupational Assessment must take into account, among other things, the Client's pre-incapacity earnings.

#### **4. SERVICE COMMENCEMENT**

- 4.1 A Client is eligible for Occupational Assessment Services if:
  - 4.1.1 the Client has suffered a personal injury in terms of the AC Act for which a claim for cover has been accepted; and
  - 4.1.2 the Client meets the eligibility criteria to receive vocational rehabilitation set out in sections 85 to 88 of the AC Act; and
  - 4.1.3 an IOA, VIOA, Reassessment or Section 105 Assessment Service is approved and referred by ACC.
- 4.2 Referral Process
  - 4.2.1 When Referring a Client for an Occupational Assessment ACC will, where appropriate:
    - 4.2.1.1 ensure the Client is aware that upon the acceptance of the Referral, the Supplier will make contact with the Client to arrange an appointment, date and time;
    - 4.2.1.2 ensure that the Client is aware of their obligation to give at least one Business Days' notice if an arranged appointment cannot be kept and failing to attend an appointment could risk their entitlement to weekly compensation;

- 4.2.1.3 provide an explanation to the Client of the Occupational Assessment including the components involved, the process and the outcome sought;
- 4.2.1.4 provide the following information on the Referral form which includes:
  - 4.2.1.4.1 the Client's name, contact details and the reason for the Referral;
  - 4.2.1.4.2 the Client's indicative rehabilitation outcome;
  - 4.2.1.4.3 information regarding the Client's employment history;
  - 4.2.1.4.4 previous relevant rehabilitation interventions including copies of any relevant reports or assessments;
  - 4.2.1.4.5 other planned or agreed rehabilitation interventions as appropriate and any relevant aspects of the Client's rehabilitation plan;
  - 4.2.1.4.6 information on any known barriers to a successfully completed assessment and any aspects of the Service which require more or less attention;
  - 4.2.1.4.7 information that may be relevant to the assessment including the Client's earnings before the Client's incapacity;
  - 4.2.1.4.8 a copy of the Recovery Plan/Individual Rehabilitation Plan (if available);
  - 4.2.1.4.9 information about the Client regarding any actual or potential threat to the Service Providers health and safety while undertaking the Service.
- 4.2.1.5 For a VIOA Assessment, in addition to the information provided in clause 4.2.1.4, ACC will include:
  - 4.2.1.5.1 a copy of the IOA or previous VIOA reports available;
  - 4.2.1.5.2 a copy of the Clients' Curriculum Vitae (if available);
  - 4.2.1.5.3 any information ACC has regarding information the Client would like the Service Provider to be aware of.



- 4.2.1.6 For a Section 105 Assessment, in addition to the information provided in clause 4.2.1.4, ACC will include:
    - 4.2.1.6.1 the period of time during which you are to consider suitable employments for the Client;
    - 4.2.1.6.2 a copy of the Client's Curriculum Vitae (if available).
    - 4.2.1.6.3 any IOA that ACC has on file.
- 4.3 The Supplier may return any Referral that contains inadequate information to ACC and request further details before accepting the Referral.
- 4.4 If on receipt of a Referral, or after obtaining further details as per clause 4.3, the Supplier determines that for any reason they are unwilling or unable to accept the Referral, the Supplier must contact ACC within 2 Business Days to decline the Referral.
- 4.5 If the Supplier is unable to contact the Client, the Supplier must notify ACC within 3 Business Days of the Referral date.
- 4.6 If the Supplier is unable to meet the timelines stated above, the Supplier shall contact ACC to either:
  - 4.6.1 negotiate an alternative timeframe; or
  - 4.6.2 allow ACC to retract the Referral.

## **5. SERVICE LOCATION OR SPECIFIED AREA**

- 5.1 The Services will be provided within the area specified in Section A, clause 2 of this Service Schedule.
- 5.2 The Services will be provided in-person and in the most appropriate setting for the Client, e.g., the Client's home or the Supplier's Premises.
- 5.3 The Service Provider may provide Services to the Client remotely using Telehealth if the criteria set out in clause 19 of this Service Schedule is met and is in the best interests of the Client.
- 5.4 In line with relevant Health and Safety legislative requirements (including those mandated in the Health and Safety at Work Act 2015), it is the responsibility of the Supplier to have sufficient policies in place to ensure the safety of all Service Providers; and to ensure that Service Providers utilise appropriate and safe service locations and premises.

## **6. SERVICE REQUIREMENTS**

6.1 The Supplier must have the capability and the capacity to provide all the following services:

6.1.1 Initial Occupational Assessment

6.1.2 Vocational Independence Occupational Assessment

6.1.3 Section 105 Occupational Assessment

Initial Occupational Assessment (IOA)

6.2 The Supplier and the Named Service Provider will:

6.2.1 prepare for the IOA with a Client by reviewing all documentation provided with the Referral;

6.2.2 contact the Client to arrange an appointment; and

6.2.3 complete an IOA by:

6.2.3.1 undertaking an assessment with the Client;

6.2.3.2 identifying all Work Types available in New Zealand, for which the Client is suited by reason of their experience, education or training, or any combination of these, prioritising Work Types that most closely align with the Client's work experience, training and experience;

6.2.3.3 consider pre-incapacity earnings and use their professional expertise to source information about earnings of other types of work considered suitable;

6.2.3.4 discuss with the Client all the types of work that are suitable and include the ability for the Client to make comments and raise any issues or concerns;

6.2.3.5 identify any potential vocational rehabilitation needs the Client has to obtain employment in the identified Work Types, and options that will meet these needs; and

6.2.3.6 provide ACC with an Assessment Report in the format specified by ACC in the Operational Guidelines, within ten (10) Business Days from undertaking the assessment. This will include a Work Type Detail Sheet for each Work Type (6 digit) outlining the functions and activities required for each Work Type, in the format provided by ACC.

## Reassessment

- 6.3 ACC may refer a Client for an IOA Reassessment if further information becomes available and subsequent to the IOA being completed. The Reassessment must occur within six (6) months of the initial IOA. All the requirements of clause 6.2 apply for these Reassessments.

## Vocational Independence Occupational Assessment (VIOA)

- 6.4 The Supplier and the Named Service Provider will:
- 6.4.1 prepare for the VIOA with a Client by reviewing relevant documentation provided with the Referral;
  - 6.4.2 contact the Client to arrange an appointment; and
  - 6.4.3 complete a VIOA by:
    - 6.4.3.1 undertaking an assessment with the Client;
    - 6.4.3.2 reviewing the Clients RP/IRP and whether the agreed vocational rehabilitation has been completed;
    - 6.4.3.3 identifying Work Types for which the Client is suited by reason of experience, education or training or any combination of these to engage in without vocational restriction (“next day test”). The Service Provider will prioritise Work Types listed on the RP/IRP;
    - 6.4.3.4 identify paid Work Types in which employment is available for a minimum of 30 hours per week;
    - 6.4.3.5 consider among other things, pre incapacity earnings and use their professional expertise to source information about earnings of other types of work considered suitable;
    - 6.4.3.6 discussing with the Client all the types of work that are suitable and include the ability for the Client to make comments and raise any issues or concerns; and
    - 6.4.3.7 provide ACC with an Assessment Report in the format specified by ACC in the Operational Guidelines within ten (10) Business Days from undertaking the assessment. This will include a Work Type Detail Sheet for each Work Type (6 digit) outlining the functions and activities required for each Work Type, in the format provided by ACC.
- 6.5 Vocational Independence Deterioration
- 6.5.1 ACC may refer a Client for a VIOA to determine if a Client has lost Vocational Independence (VI Deterioration).

- 6.5.2 All the requirements of clause 6.4 apply for these assessments except for 6.4.3.2 and 6.4.3.3. The Service Provider will prioritise the work types included in the prior VIOA assessment, where appropriate.

#### Section 105 Occupational Assessment

#### 6.6 The Supplier and the Named Service Provider will:

- 6.6.1 prepare for the Section 105 Assessment with a Client by reviewing relevant documentation provided with the Referral;
- 6.6.2 contact the Client and arrange an appointment; and
- 6.6.3 complete a Section 105 Assessment by:
  - 6.6.3.1 undertaking an assessment with the Client;
  - 6.6.3.2 identifying Work Types for which the Client is suited by reason of experience, education or training or any combination of these to engage in without vocational restriction (“next day test”);
  - 6.6.3.3 identifying paid Work Types in which employment is available for a minimum of 30 hours per week;
  - 6.6.3.4 identifying the period during which the Client was vocationally suited to each Work Type identified in clause 6.6.3.2, and clause 6.6.3.3 above;
  - 6.6.3.5 discussing with the Client all the types of work that are suitable and include the ability for the Client to make comments and raise any issues or concerns; and
  - 6.6.3.6 providing ACC with an Assessment Report in the format specified by ACC in the Operational Guidelines within ten (10) business days from undertaking the assessment. This will include a Work Type Detail Sheet for each Work Type (6 digit) outlining the functions and activities required for each Work Type, in the format provided by ACC.

#### 6.7 Complex Assessments

- 6.7.1 ACC will determine and approve a Complex Assessment service code if the Client meets at least one of the following criteria:
  - 6.7.1.1 the Client has a dual diagnosis and/or a significant co-morbidity, including an active mental health condition, that impacts on the time required to complete and report on the assessment, or;
  - 6.7.1.2 the Client has a covered Serious Injury; or
  - 6.7.1.3 the Client has a covered Sensitive Claim; or

- 6.7.1.4 the Client has a covered moderate to severe Traumatic Brain Injury; or
- 6.7.1.5 the Client has other social issues that will impact on the time required to complete the assessment and report e.g. alcohol and/or drug abuse issues, English as a second language.
- 6.7.2 The Supplier will advise ACC if during a standard IOA or VIOA, the Client presents the criteria for a Complex Assessment, under clause 6.7.1. ACC will consider the advice and provide an approval or decline by written notice.
- 6.8 Occupational Assessments Did Not Attend (DNA)
  - 6.8.1 An Occupational Assessment DNA fee may be requested by a Supplier when a Client fails to attend a scheduled assessment appointment without giving one (1) Business Day's prior notification to the Service Provider.
  - 6.8.2 The Supplier must notify ACC of the DNA within 24 hours. ACC will consider the request and notify the Supplier of approval if appropriate.
- 6.9 Timeframes
- 6.10 The Supplier will complete the following, within the stated timeframes:

**Table 4 - Timeframes**

Requirement	Applicable timeframe
<ul style="list-style-type: none"> <li>Decline the Referral</li> </ul>	<p>Two (2) Business Days of receiving the Referral.</p> <p>Note: If the Referral contains inadequate information, the Supplier may request further details from ACC.</p> <p>The Supplier does not need to confirm the acceptance of the Referral.</p>
<ul style="list-style-type: none"> <li>Contact the Client</li> <li>Notify ACC if they are unable to make contact</li> </ul>	<p>Three (3) Business Days of the Referral date.</p>
<ul style="list-style-type: none"> <li>Commence the assessment with the Client</li> </ul>	<p>Five (5) Business Days of contacting the Client.</p>
<ul style="list-style-type: none"> <li>Notify ACC if the Client fails to attend a scheduled assessment</li> </ul>	<p>The same day the Client fails to attend.</p>
<ul style="list-style-type: none"> <li>Submit the Occupational Assessment report to ACC</li> </ul>	<p>Ten (10) Business Days of the assessment.</p>
<ul style="list-style-type: none"> <li>Provide amendments to the report if ACC identifies that quality requirements are not met</li> </ul>	<p>Two (2) Business Days from the receipt of the request.</p>

## 7. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 7.1 The Supplier must provide the Services in accordance with the Operational Guidelines for the Services. If there is a conflict between the Operational Guidelines and this Service Schedule, the provisions of this Service Schedule will take precedence.
- 7.2 The Supplier must ensure all named Service Providers and personnel (including instructed subcontractors and Third-party providers) involved in the delivery of the Services must consistently provide the highest standard of customer service in accordance with industry practice.
- 7.3 Staffing Requirements
- 7.3.1 Each Service Provider named in Part A, clause 3 of this Service Schedule must meet the requirements of Table 5 (Qualifications, Registration and Professional Memberships) and Table 6 (Skills and Experience):

**Table 5 - Qualifications, Registration and Professional Memberships**

Profession	Requirements
<b>Career Practitioner / Vocational Consultant</b>	A tertiary qualification at level 6 or above that is relevant to either career development, occupational assessments and/or vocational rehabilitation. Fellow, Professional or Full member of the Career Development Association of New Zealand (CDANZ).
<b>Occupational Therapist</b>	Registered with the Occupational Therapy Board of New Zealand and a current annual practising certificate.
<b>Registered Nurse</b>	Registered with the Nursing Council of New Zealand, with a Registered Nurse or Nurse Practitioner scope of practice and a current annual practising certificate.
<b>Social Worker</b>	Registered with the Social Workers Registration Board New Zealand, and a current annual practising certificate.
<b>Physiotherapist</b>	Registered with the Physiotherapy Board of New Zealand and a current annual practising certificate.
<b>Psychologist</b>	Registered with the New Zealand Psychologists Board and a current annual practising certificate.

**Table 6 - Skills and Experience**

Skills and Experience
At least two years recent and relevant work experience (field work whilst studying is excluded) that demonstrates ability in;
<ul style="list-style-type: none"><li>identifying and understanding a person's current transferable skills, training, education, and experience for the purposes of gaining employment; and</li><li>providing career development services, such as, pre-employment preparation, CV development, career guidance; and</li><li>identifying varied types of work suitable to a particular person, based on their assessed skill level; and</li></ul>

### Skills and Experience

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- identifying positive attributes and competencies that will help a person secure employment.

Demonstrated skills in:

- Cultural competency and cultural safety
  - Customer experience excellence
  - Knowledge of the current New Zealand labour market
  - Understanding of ACC legislation (AC Act) as it relates to Vocational Independence
  - Clear and concise writing skills for the purposes of producing high quality reports
  - Strong organisational skills to meet contracted deadlines
  - Demonstrated commitment to continuing professional development (CPD) which is relevant to Occupational Assessments.
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7.4 ACC will release to the Client upon request, the names of Suppliers with Assessors in the specific area of interest, for the purpose of assisting Client choice of Supplier.

#### 7.5 Addition of Named Service Providers

7.5.1 The Supplier may, at any time during the Term of this Service Schedule for Occupational Assessment Services, make a written request to ACC to add a Service Provider. The written request must include sufficient information for ACC to determine that the Service Provider meets the criteria listed in Part B, clause 7.

7.5.2 ACC may in its sole discretion accept or decline each such request, by providing written notification to the Supplier. Agreement to such a request may be made subject to conditions.

7.5.3 If a request is accepted under this clause, the provider shall be deemed added as a Service Provider from the date of ACC's written notification to the Supplier.

#### 7.6 Removal of Named Service Providers

7.6.1 The Supplier must, at any time during the Term of this Service Schedule for Occupational Assessment Services, provide written notification to ACC that a Service Provider has ceased to be a Service Provider. The Service Provider shall be deemed to be removed from this Service Schedule, within five (5) Business Days after receipt of the Supplier's notice by ACC.

7.6.2 ACC may, at any time during the Term of this Service Schedule for Occupational Assessment Services, provide written notification to the Supplier that a Service Provider is to be removed from this Service Schedule. The Service Provider shall be deemed to be removed from this Agreement, within five (5) Business Days after the Supplier's receipt of ACC's notice. ACC shall not issue such a notice arbitrarily.

## **8. SERVICE QUALITY STANDARDS**

8.1 The Supplier must provide the Services using the appropriate assessment tools in accordance with industry practice.

8.2 The Supplier must maintain quality assurance systems and processes in accordance with industry practice to identify and monitor competency level, training needs and compliance with supervision and training requirements for Service Providers and other personnel that provide any part of the Services.

### **8.3 Safety Checks**

8.3.1 The Supplier must:

8.3.1.1 uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this contract;

8.3.1.2 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;

8.3.1.3 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

8.3.1.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

8.3.2 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 contract.

### **8.4 Capacity and Capability**

8.4.1 The Supplier must ensure it has Service Providers and personnel necessary to deliver the Services in accordance with this Service Schedule. The Supplier must ensure all personnel required to deliver the Services meet the requirements of Part B, clause 7, and are available in each of the locations identified in Part A, clause 2 (Service Locations).



- 8.4.2 The Supplier will advise ACC immediately if they do not have Service Providers available to undertake the Services within any of the Service Locations identified in Part A, clause 2. ACC may suspend Referrals to the Supplier in the affected area until the Supplier notifies ACC in writing of being able to deliver the Services in the affected area.
- 8.5 Policies, protocols, guidelines and procedures
- 8.5.1 The Supplier must maintain the following:
- 8.5.1.1 **Operating Procedures** to manage Service Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.
  - 8.5.1.2 **Privacy Policy** to manage Client Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
  - 8.5.1.3 **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.
  - 8.5.1.4 **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.
  - 8.5.1.5 **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to Clients under this Contract.
- 8.5.2 A copy of the above listed items must be promptly provided to ACC on request or as required.

## 9. HEALTH AND SAFETY

### Health and Safety Risk Management

- 9.1 In addition to the Supplier's obligations under clause 8.16 of ACC's Standard Terms and Conditions, the Supplier must maintain a health and safety risk management plan relating to the delivery of Services that at a minimum:
- 9.1.1 identifies health and safety risks arising from the Services;
  - 9.1.2 establishes controls to eliminate or minimise those health and safety risks so far as reasonably practicable;
  - 9.1.3 ensure all workplaces, environments, fixtures, fittings and plant (as defined in the Health and Safety at Work Act 2015) are, so far as reasonably practicable, without risk to health and safety;

- 9.1.4 describes the duties that overlap with other Persons Conducting a Business or Undertaking ('PCBUs' as defined by the Health and Safety at Work Act 2015); and
  - 9.1.5 ensures there are arrangements to consult, cooperate and coordinate with those other PCBUs in order to manage health and safety risks and events (including accidents, harm or near misses), so far as is reasonably practicable.
- 9.2 The Supplier must report on health and safety incidents, events and risks related to the Services to ACC via ACC's online health and safety form. ACC's online health and safety form *Third Party Health and Safety* form can be accessed on the ACC website ([acc.co.nz](http://acc.co.nz)).

## **10. INFORMATION SECURITY**

### **10.1 The Supplier must:**

- 10.1.1 ensure that its personnel that receive and access ACC Client Personal Information from ACC only do 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;
- 10.1.2 not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand and/or Australia;
- 10.1.3 maintain information security systems, procedures and process in accordance with Good Industry Practice to protect Client Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure;
- 10.1.4 undertake regular security assurance, monitoring and testing of its information management systems, and remediate any identified security vulnerabilities, in accordance with Industry Practice;
- 10.1.5 comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time; and
- 10.1.6 ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

## **11. BROADER OUTCOMES**

- 11.1 The Supplier will take reasonable steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
- 11.1.1 improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups;

- 11.1.2 perform the Services in a manner that gives appropriate regard to the protection of the natural environment, including by looking for opportunities to reduce emissions and waste impacts, such as by procuring and using low-waste and low emissions good and services where reasonably possible; and
- 11.1.3 comply, and ensure that its subcontractors and personnel comply, with relevant employment standards and laws (including obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, and the Holidays Act 2003 or equivalent legislation.

## **12. SERVICE EXIT**

- 12.1 The Services described in this Service Schedule are complete when:
  - 12.1.1 a satisfactory Occupational Assessment Report and Work Type Detail Sheets are received and accepted by ACC; or
  - 12.1.2 ACC requests the Supplier to cancel the Occupational Assessment due to non-compliance by the Client to a degree considered unacceptable to ACC following discussion with the Supplier. The Supplier will advise ACC of all instances of irresolvable or repeated non-compliance, which may include (but is not limited to) lack of co-operation or deliberate efforts to undermine the usefulness of the Assessment; or
  - 12.1.3 ACC requests the Supplier to cancel the Occupational Assessment, prior to the Assessment with the Client, due to a change in circumstances.

## **13. EXCLUSIONS**

- 13.1 Clinical assessment or treatment services are not permitted under this Service Schedule. If other services are required, then ACC must be notified for onward referral. If the need for other services requires urgent attention, the Supplier must initiate handover to relevant healthcare services.

## **14. LINKAGES**

- 14.1 The Initial Occupational Assessment (IOA) is followed by the Initial Medical Assessment (IMA), and these are pre-requisites for the Vocational Independence Assessments. The IOA and IMA are assessment tools for identifying a Client's Vocational Rehabilitation needs.
- 14.2 The Vocational Independence Occupational Assessment is followed by the Vocational Independence Medical Assessment. These are assessment tools for establishing a Client's Vocational Independence.

## 15. PERFORMANCE REQUIREMENTS

- 15.1 ACC will measure and monitor Supplier performance against the key performance indicators outlined in Table 7 – Performance Requirements, complaints records and the reporting requirements outlined in Table 8 – Reporting Requirements below.
- 15.2 ACC will review targets in consultation with the Supplier as required, by collecting data and comparing the Supplier's performance against the performance of other Suppliers and overall national performance.
- 15.3 The Supplier will monitor and manage the quality and performance of the Service by:
- 15.3.1 Undertaking regular Supplier-initiated peer review of each Service Providers reports to gain collegial feedback for ongoing continuous improvement of service.
  - 15.3.2 Participating in any report quality review and/or quality processes implemented by ACC from time to time.
  - 15.3.3 Advising ACC of any issues the Supplier has in relation to the Assessment process.
- 15.4 The Supplier will provide a full response to any enquiry of request for information by ACC, when reasonably requested by ACC.

**Table 7 - Performance Requirements**

Performance measure	Source	Frequency	Target
<b>Timeliness:</b> Number of Referrals that meet timeframe from Referral date to initial report submission to ACC by Service type	Supplier Annual Report	Measured per financial quarter	90% of services provided are within a maximum of 18 Business Days from Referral date to report submission as per the timeframes set out in Table 4.  100% of services provided are within a maximum of 30 Business Days from Referral date to report submission.
<b>Quality Assurance:</b> Evidence that reports have been reviewed by Supplier-initiated peer review	Supplier Annual Report	At least 5 reports are reviewed per Service Provider per year	Each reviewed report has reached an acceptable standard or above against the Report Quality Checklist or where the report has not met that standard, improvements have been implemented.
Where ACC undertakes report quality checks	ACC	Ad hoc	Each reviewed report has reached an acceptable standard or above against the Report Quality Checklist or where the report has not met that standard, improvements have been implemented.

Performance measure	Source	Frequency	Target
Client reported experience: Client experience surveys are undertaken by ACC with any feedback shared directly to the Supplier	ACC	Ad hoc	Client experience surveys undertaken by ACC result in a high level of customer experience.
Annual Reporting is submitted on time	Supplier Annual Report	Annually, within 10 Business Days from 30 April each year.	The Supplier annual reporting is sent to ACC within the time limit and on the template supplied to the Supplier by ACC.

## 16. REPORTING REQUIREMENTS

- 16.1 The Supplier will report annually the following information using a template provided by ACC in accordance with Table 8 – Reporting Requirements.
- 16.2 The Supplier will submit the Supplier Annual Report within ten (10) Business Days from 30 April (for the period 1 May to 30 April).
- 16.3 All reports required by ACC must be submitted electronically using agreed formats or templates.

### *Table 8 - Reporting Requirements*

#### **Information Required (as outlined in the ACC Reporting template)**

##### **Client demographics and experience**

- Number of Referrals accepted and declined per month. Reasons for decline.
- Location of Clients (per region, urban and rural).
- Percentage of Clients seen by Telehealth (with optional commentary).
- Travel costs charged to ACC as a percentage of total service costs (with optional commentary).

##### **Quality assurance**

- Evidence of report quality reviews being completed, and feedback obtained – actions underway to address findings and inform continuous improvement.
- Provide updated information to ACC regarding staff and contractors completing active work on this Service and their ongoing commitment to continuing professional development relevant to Occupational Assessments.
- Timeliness of reports – where timeframes have not been met, the reasons for this.

##### **General**

- Confirmation that all Service Providers have recently reviewed and understand the ACC Travel Policy, the ACC Telehealth guidelines and Kawa Whakaruruhau (Cultural Safety) Policy.

## **17. PAYMENT AND INVOICING**

- 17.1 ACC agrees to pay the applicable prices set out in Part A, clause 4 of this Service Schedule for services in accordance with this Service Schedule.
- 17.2 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.

## **18. PROVIDER TRAVEL**

Travel by road

- 18.1 ACC agrees to contribute towards a Service Provider'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 and otherwise in accordance with ACC's *Travel Policy for Providers*, available on ACC's website.
- 18.2 The Supplier must ensure all Service Providers comply with ACC's *Travel Policy for Providers*.

## **19. TELEHEALTH**

- 19.1 Telehealth is the real time (synchronous) delivery of services through the medium of communication technologies where the Client and Service Provider are in separate locations.
- 19.2 Where it is deemed appropriate and the preferred option for the Client, Telehealth may be used to complete all services if:
  - 19.2.1 The Service Provider will be able to form an opinion without needing to conduct an in-person assessment; and
  - 19.2.2 A risk assessment compliant with the ACC Telehealth Guide is undertaken and Telehealth is deemed appropriate by the Service Provider; and
  - 19.2.3 The Service Provider complies with the ACC Telehealth Guide.
  - 19.2.4 The Supplier will provide all equipment and technology necessary to deliver Services by Telehealth and manage their own technical issues.

## 20. 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:

**“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 the Vocational Medical Services Service Schedule.

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

**“Non-attendance Fee”** means a fee payable when a Client fails to attend a scheduled appointment for an Assessment without providing one day's prior notice to the Service Provider.

**“Occupational Assessments”** means any of the following Assessments: Initial Occupational Assessment, Vocational Independence Occupational Assessment, and Section 105 Occupational Assessment.

**“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 for the purpose outlined in Part B, clause 15.3.1 and table 7 of this Service Schedule.

**“Pre-incapacity Earnings”** means the earnings the Client received prior to their incapacity.

**“Reassessment”** means an assessment six months or less subsequent to a prior IOA undertaken by the same Supplier.

**“Referred Clients”** means a Client that has been referred to the Supplier where a Referral has been made in accordance with this Service Schedule.

**“Supplier”** means [insert name of the contracting counterparty].

**“Service Provider”** means a Named Service Provider as listed in Part A, clause 3 approved to provide Occupational Assessment Services under this Service Schedule.

**“Telehealth”** refers to the real-time (synchronous) delivery of health care services through the medium of communication technologies where Client and Service Provider are in separate location.<sup>1</sup>

**“Travel”** means uninterrupted return journeys of more than 20 km where a Service Provider has been required to travel in order to undertake an Assessment at the

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<sup>1</sup> As defined by the ACC8331 Telehealth Guide

request of ACC but does not include Air Travel.

**“Types of Work” or “Work Types”** means the Work Types found on the ACC Work Type Detail Sheets database or a Work Type as assessed by a Service Provider 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 the Vocational Medical Services Service Schedule.

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

**“Vocational Independence (VI) Deterioration”** means a Client who has lost their Vocational Independence after previously having been found vocationally independent, due to a deterioration in their capacity for work.

**“Vocational Rehabilitation Needs”** means the assistance or support the Client needs, or may benefit from, to obtain employment in the identified Work Types.

**“Vocational Rehabilitation”** means the assistance or support the Client is provided following an injury that enables them to return to work or work readiness.