

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)

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

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
FCE01	Full Functional Capacity Evaluation (Standard)	Assessment of a Client’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)	\$730.56	Per Report
FCE02	Task Specific Evaluation	Assessment of a Client’s ability to reliably and safely sustain physical performance of specified tasks. Price includes Report. (Refer to Part B, Clause 5.2)	\$487.03	Per Report
FCE03	Full Functional Capacity Evaluation (Complex)	Assessment of a Client’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 ACC according to the Client’s injury related	\$913.21	Per Report

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		needs and will be specified on the referral form. (Refer to Part B, Clause 5.1)		
FCE15	Case Conference for Functional Capacity Evaluation Client	Attendance at case conference meetings at ACC request.	\$121.75	Per Hour
FCEDNA	Non-Attendance: Individual Appointment	Client fails to attend scheduled appointment without giving 24 hours prior notification. Applies to FCE01, FCE02 and FCE03 only. Maximum of 2 DNA payments per Client referral	40% of service item (onsite) and 60% of service item fee (offsite)	Per Non Attendance
FCETT5	Travel Time – first hour	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> 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 <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> <p>Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$60.87	For the first hour of travel
FCETT1	Travel Time – subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under FCETT5, where:</p> <ul style="list-style-type: none"> 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 <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>	\$121.75	For each hour after the first hour of travel

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.		
FCETD10	Travel Distance	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> for return travel via the most direct, practicable route; and where 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> <p>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.</p>	\$0.63	Per Kilometre
FCET6	All other Travel	<p>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> <p>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</p>	Actual and Reasonable Costs	Per trip
FCETD7	Remote Service Access – room hire	<p>Paid where a Service Provider is:</p> <ul style="list-style-type: none"> 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. 	Up to a maximum of \$51.00	Per Client

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.

Table 2 - Relationship Management

Level	ACC	Supplier
Client	Recovery Team / Recovery Team Member	Individual staff or operational contact
Relationship and performance management	Engagement and Performance Manager	Operational contact/ National Manager
Service management	Portfolio Team or equivalent	National Manager

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”
 Phone: 0800 400 503
 Email: health.procurement@acc.co.nz

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 ACC with baseline information about a Client's ability to reliably and safely sustain specified tasks. These specified tasks are identified by ACC in the referral. The Supplier is not required to identify suitable vocational tasks or determine broad occupational functioning abilities in respect of the Client;
- (b) determine the occupational functional ability, strengths, skills and capability of the individual Client to perform specific tasks and safely return to suitable work;
- (c) provide ACC 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 Client's rehabilitation and return to work outcomes;
- (f) match Client 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 Client can do at a particular point in time. For most Clients, 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 Client'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 ACC on the ACC098 referral.

1.2. Objective

1.2.1. The objective of Functional Capacity Evaluations is to provide an assessment of the Client'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 Client has an accepted claim for cover for personal injury; and
- (b) a referral has been made by ACC to the Supplier for a Functional Capacity Evaluation; and
- (c) the Client has been certified by a GP or specialist as medically fit to safely undertake the assessment.

2.2. Referral Process

2.2.1. ACC 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 Client under this Agreement if the Supplier has received a referral for a Functional Capacity Evaluation from ACC. 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 Client to the Service ACC will:

- (a) provide an explanation to the Client 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 Client of the Functional Capacity Evaluation, including the process involved and the reasons for the Functional Capacity Evaluation Referral;
- (c) ensure that 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;
- (d) ensure that the Client 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 Client'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) Client name and contact details;
 - (ii) the Client'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 Client including copies of any relevant reports;

- (vii) outline specific questions for the Supplier to answer including if possible, job options, or the Client'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 ACC 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 ACC, notify ACC by e-mail or telephone of their acceptance or decline of the referral.
- 2.2.6. Notify ACC via telephone or email within 3 Working Days of accepting a referral, if unable to contact the Client;
- 2.2.7. Advise ACC either by email or telephone within 1 Working Day if a Client 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, is missing relevant clinical information or does not fall within their competency, the Supplier must immediately contact ACC.
- 2.2.10. The Supplier will not complete the assessment if relevant clinical information is missing.
- 2.2.11. Within 7 Working Days of accepting the referral (or such longer period as agreed by ACC in their sole discretion) commence the assessment as described in this Service Schedule.
- 2.2.12. The Supplier will contact the Client to:
- (a) arrange a time and date to undertake the Functional Capacity Evaluation;
 - (b) advise the Client of the location for the appointment;
 - (c) inform the Client of the expected duration of the Functional Capacity Evaluation;
 - (d) advise what clothing to wear;
 - (e) advise that a support person may accompany the Client;
 - (f) provide a brief outline of what the Functional Capacity Evaluation process will involve; and
 - (g) inform the Client of any other relevant requirements such as avoiding eating a heavy meal or skipping a meal prior to the assessment.
- 2.2.13. The Supplier will, if required by ACC, attend a meeting with ACC and Client and such meeting may include the Client'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 Client's 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 Client'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 Client, the Supplier and any others present during the evaluation; and
 - 3.3.3. the privacy of the Client during the evaluation.
- 3.4. Where assessment of a Client is required in a location away from the Supplier's facility or the Client's workplace, prior approval must be given by ACC.
- 3.5. Approval may be given for Clients to be assessed in a location other than the Supplier's premises or the Client's workplace, according to the following criteria:
- 3.5.1. if there is a specific task, or requirement of the Client'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 Client performing the specified tasks under the circumstances of normal work demands; and
 - 3.5.3. there are unique characteristics of the Client's work environment where it would be impractical for the Supplier to adequately assess the Client in the Supplier's facility or Client'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 ACC.

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 Client 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 Client 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 Client. 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.
- (b) Prior to referring a Client for a Functional Capacity Evaluation, ACC may have arranged for the Client to complete an Initial Occupational Assessment (IOA). If such an assessment has been undertaken ACC will ensure the results of the Initial Medical Assessment (IOA) are included with the Functional Capacity Evaluation referral.
- (c) The requirement for either a standard or complex Functional Capacity Evaluation is determined by ACC according to the Client'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 Client 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 Client;
 - (ii) reviewing the Client'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 Client, and with the Client'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 Client 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 Client to report any increase in symptoms during the evaluation;
 - (viii) advising the Client 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 Client including, but not limited to:
 - (i) conducting a range of observations;
 - (ii) using a professionally recognised, objective assessment methodologies to identify the Client'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 Client 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 Client (or the Client's representative) of the general findings of the assessment including a clear indication that the definitive rehabilitation decisions will be made by ACC.

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 ACC within 5 Working Days of completion of the evaluation and will re-refer the Client back to ACC 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) Client 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 ACC;
 - (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 Client including the criteria for stopping a test;
 - (ii) a summary of the Client's presenting difficulties, including relevant background (e.g. medical, musculoskeletal, psychosocial, educational, work, recreation, activities of daily living, etc.);
 - (iii) a description of the Client's condition at the start of the assessment, including whether the Client 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 kinesio-physical 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 Client'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 Client and a description of how these options were identified;
 - (xiii) documentation of any Client 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 ACC; 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 Client 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 ACC and will be specified on the referral form. The Evaluation includes:
 - (i) completion of pre-evaluation preparation including instructions to the Client 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 Client;
 - (ii) reviewing the Client'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 Client, and with the Client'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 Client 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 Client to report any increase in symptoms during the evaluation;
 - (viii) advising the Client 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 Client including, but not limited to:
 - (i) conducting a range of observations;
 - (ii) assessing current functional abilities and limitation;
 - (iii) observe the Client undertaking specific tasks which have been identified in the referral;
 - (iv) conduct a variety of measurements while the Client performs the specific duties/tasks of the Client's job;
 - (v) educating the Client 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 Client (or the Client's representative) of the general findings of the assessment including a clear indication that the definitive rehabilitation decisions will be made by ACC.

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 ACC within 5 Working Days of completion of the evaluation and will re-refer the Client back to ACC 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) Client 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 ACC member;
 - (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 Client including the criteria for stopping the evaluation;
 - (ii) a summary of the Client's presenting difficulties, including relevant background (e.g. medical, musculoskeletal, psychosocial, educational, work, recreation, activities of daily living, etc.);
 - (iii) a description of the Client's condition at the start of the Assessment, including whether the Client 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 Client'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 Client and a description of how these options were identified;
 - (xi) documentation of any Client 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 ACC; 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, Client 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 Client 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 Client is diabetic.
- 6.1.4. The Supplier will give the Client feedback where their performance becomes unsafe. Safe techniques will be demonstrated and Clients must be given the opportunity to change their technique.
- 6.1.5. When a Client has expressed difficulties with pain during a Functional Capacity Evaluation it is good practice for the Supplier to contact the Client 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 ACC.
- 6.1.6. A Client 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 ACC that the Client has declined to perform a particular exercise or task, and include the reason the Client 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 Client'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 Client'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 ACC, the Supplier will notify ACC of their acceptance or decline of the referral.
 - 6.4.2. Upon referral, notify ACC immediately if the referral is inappropriate or outside the competency of the Supplier.
 - 6.4.3. Notify ACC within 3 Working Days of accepting the referral of any inability to contact the Client.
 - 6.4.4. Within 7 Working Days of accepting the referral (or such longer period as agreed by ACC in their sole discretion) the Supplier shall commence the assessment.
 - 6.4.5. Advise ACC either by email or telephone within 1 day if a Client fails to keep an appointment.
 - 6.4.6. The Supplier will forward the assessment report to ACC 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 ACC to either:
 - (d) negotiate an alternative timeframe, or
 - (e) allow the ACC 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 Client's current level of functioning. There are no pre-requisite services, however a Client may have completed an Initial Occupational Assessment (IOA) prior to being referred for a Functional Capacity Evaluation. Following a Functional Capacity Evaluation, the Client may participate in other vocational rehabilitation services upon referral by ACC. 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 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 Client 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 Client to this Service;
 - (f) Identifying any issue of non-participation among referred Clients to this Service;
 - (g) Identifying the exit status of Clients referred to this Service, and measuring each Client exit against the appropriate exit criteria for this Service.
- 9.2.2. Cultural Appropriateness by Suppliers. This will be monitored via referral feedback via ACC, 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 ACC 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 the Supplier to ACC.
- 9.2.5. Client 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 ACC 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 this Schedule for Services provided to Clients in accordance with this Agreement.