

**SERVICE SCHEDULE FOR IMPAIRMENT ASSESSMENT SERVICES  
CONTRACT NO: IMPA###**

**A. QUICK REFERENCE INFORMATION**

**1. TERM FOR PROVIDING IMPAIRMENT ASSESSMENT SERVICES**

- 1.1. The Term for the provision of Impairment Assessment Services is the period from 1 December 2016 (“Start Date”) until the close of 30 November 2024 (“End Date”) or such earlier date upon which the period is lawfully terminated or cancelled.
- 1.2. Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for two further terms (the first of 24 months and the second of 24 months). Any decision 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; and
  - 1.2.2. ACC being satisfied with the performance of the Services by the Supplier; and
  - 1.2.3. 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.
- 1.3. 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 3)**

XXX

**3. APPROVED ASSESSORS’ IMPAIRMENT ASSESSMENT (PART B, CLAUSE 7)**

**Approved Assessors for the provision of Impairment Assessments under this Service Schedule are:**

Name of Assessors	NZMC Number	Types of Assessment that may be undertaken (General Assessor and/or Chapter 14 Assessor)

**4. APPROVED ASSESSORS’ IMPAIRMENT ASSESSMENT PEER REVIEW SERVICE (PART C, CLAUSE 4.1)**

**Approved Assessors for the provision of Impairment Assessment Peer Review Service under this Service Schedule are:**

Name of Peer Review Assessor	NZMC Number	Types of Peer Review Assessment that may be undertaken

5. SERVICE ITEMS AND PRICES IMPAIRMENT ASSESSMENT (PART B, CLAUSE 11)

**Table 1 - Service Items and Prices Impairment Assessment**

Service Item Code	Service Item Description	Price (Excl GST)	Pricing Unit
IA01	Impairment Assessment - Base Fee	\$448.03	Per assessment
IA01T	<b>Telehealth:</b> Impairment Assessment - Base Fee  Refer to Part B, clause 12 and the Operational Guidelines for more information on telehealth requirements.	\$448.03	Per assessment
IA03	Impairment Assessment - Traumatic Brain Injury - Base Fee	\$1,099.89	Per assessment
IA03T	<b>Telehealth:</b> Impairment Assessment - Traumatic Brain Injury - Base Fee  Refer to Part B, clause 12 and the Operational Guidelines for more information on telehealth requirements.	\$1,099.89	Per assessment
IA04	Impairment Assessment – Chapter 14 or Mental Injury - Base Fee  Note as specified in Part B, clause 7.5, Assessors may only carry out the types of assessment they have been approved to undertake.	\$1,099.89	Per assessment
IA04T	<b>Telehealth:</b> Impairment Assessment – Chapter 14 or Mental Injury - Base Fee  Note as specified in Part B, clause 7.5, Assessors may only carry out the types of assessment they have been approved to undertake.  Refer to Part B, clause 12 and the Operational Guidelines for more information on telehealth requirements.	\$1,099.89	Per assessment
IA05	Impairment Assessment –Functional Billing Unit	\$136.41	Per assessment
IA06	Impairment Assessment - Exceptional Circumstances  For Clients who have seven or more injuries (functional areas) being assessed or whose reviewed medical records exceed 150 pages.  Please refer to the operational Guidelines for more information.	\$468.53	Per assessment
IA07	Assessment by Psychiatrist	\$407.65	Per hour
IA07T	<b>Telehealth:</b> Assessment by Psychiatrist  Refer to Part B, clause 12 and the Operational Guidelines for more information on telehealth requirements.	\$407.65	Per hour
IA10	Impairment assessment (Accredited Employer) Report	\$16.47	Per report
IADNA	Did Not Attend – payable for missed Assessments (service codes IA01, IA03, IA04 and IA07 only) if a Client fails to attend a scheduled appointment without giving 2 business days’ notice and the Supplier has taken all reasonable steps to ensure they attend, including reminding the Client of the appointment 4 days before the scheduled time. Not to be used in conjunction with any other non- travel code  The Service Provider must notify ACC	40% of the base fee (onsite) 60% of the base fee (offsite)	Per DNA

Service Item Code	Service Item Description	Price (Excl GST)	Pricing Unit
IA14	Request for additional Information – simple requests that take up to 30 minutes	\$111.23	Per assessment
IA15	Request for additional information – more complex requests that take over 30 minutes and up to a maximum of 2 hours, billed in 15 minute blocks.	\$222.48	Per hour (max 2 hours billed per 15 minutes)

### Functional Billing Units

Functional Billing Sub-Unit	
Hearing and other ENT related injuries Respiratory Right lower extremity Cardiovascular Skin (see exceptions) Urinary and reproductive Endocrine Spine	Hematopoietic Left lower extremity Pelvis (see exceptions) Nervous system [not brain] Speech Visual Digestive Right/Left upper extremity where the 'Hand' is involved. Right/Left upper extremity [not hands]

### Exceptions

Skin = 1 unit but cannot be counted as a second functional billing unit in any one claim.

Scarring cannot be counted as a separate functional billing unit.

Pelvis = 1 unit but is not counted as a second functional billing unit in any one claim. A pelvic injury is considered as a second functional billing unit when the injury fits into the urinary and reproductive or endocrine system. The 'Pelvic' functional billing unit refers to the bony pelvis.

Note: Depending on the injury a base fee can only be claimed once.

**Table 2 - Generic Service Items**

Service Item Code	Service Item Description	Service Item Definition	Price (Excl GST)	Pricing Unit
IAAC	Accommodation for Service Provider	Accommodation is payable when a Service Provider has been requested by ACC to deliver a service in an outlying area that is not the Service Provider's usual area of residence or practice and overnight accommodation is necessary. ACC will pay for actual and reasonable accommodation costs of up to a maximum of \$258.28 plus GST per day with prior ACC Coordinator approval and receipts provided. Hotels – a maximum of \$172.19 plus GST per night  Meal and Incidental Allowances– Actual and Reasonable up to the maximum of \$86.09 plus GST per 24-hour period where overnight stay is required with prior ACC approval  No reimbursement for alcohol including mini-bar expenses	Actual & reasonable cost	Per night (max \$258.28 excl. GST)

Service Item Code	Service Item Description	Service Item Definition	Price (Excl GST)	Pricing Unit
IATA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> <li>• requested by ACC to travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services; and</li> <li>• air travel is necessary and has been approved by ACC.</li> </ul> <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>	Actual & reasonable cost	Per trip
IATD10	Travel Distance	<p>A contribution towards travel: for return travel via the most direct, practicable route; and where the return travel exceeds 20 km.</p> <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 20 km 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>	\$0.70	Per km
IATD7	Impairment Assessment Remote Access Fee	<p>Paid where a Service Provider is:</p> <ul style="list-style-type: none"> <li>• requested by ACC to deliver services in an outlying area that is not the Service Provider's usual area of residence or practice; and</li> <li>• the Service Provider is required to hire rooms for the specific purpose of delivering Services.</li> </ul> <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. If more than one Client (ACC and/or non-ACC) receives services, then invoicing is on a pro-rata basis.</p>	Actual & reasonable cost	Per day (max of \$226.58 excl. GST)

Service Item Code	Service Item Description	Service Item Definition	Price (Excl GST)	Pricing Unit
IATT5	Travel Time - first hour of travel	<p>Paid for the first 60 minutes (or less) of total travel in a day where:</p> <ul style="list-style-type: none"> <li>• the travel is necessary; and</li> <li>• the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and</li> <li>• the distance the Service Provider travels exceeds 20 km return; and/or</li> <li>• the time the Service Provider travels exceeds 30 minutes.</li> </ul> <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>	\$111.23	Per hour
IAT6	Other Travel	<p>Costs for return travel by ferry, taxi, rental car, public transport and parking when:</p> <ul style="list-style-type: none"> <li>• return travel is via the most direct, practicable route; and</li> <li>• the return travel exceeds 20 km.</li> </ul> <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 cost	Per trip
IATT1	Travel time – greater than 1 hour return (first hour charged under IATT5)	<p>Paid for return travel time after the first 60 minutes in a day paid under IATT5, where:</p> <ul style="list-style-type: none"> <li>• the travel is necessary; and</li> <li>• the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and</li> <li>• additional travel time is required after the first hour of travel.</li> </ul> <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>	\$222.48	Per hour

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.		

**6. SERVICE ITEMS AND PRICES IMPAIRMENT ASSESSMENT PEER REVIEW (PART C, CLAUSE 6)**

Note: as specified in Part B, clause 9, ACC personnel or other Suppliers engaged by ACC will review Impairment Reports submitted by the Supplier.

A small number of IMPA Suppliers are also approved to provide Impairment Assessment Peer Review Services on an as required basis.

Part C – Impairment Assessment Peer Review and the Impairment Assessment Peer Review pricing table below is only applicable to Suppliers who are approved to provide Impairment Assessment Peer Review Services.

**Table 3 - Generic Service Items Impairment Assessment Peer Review**

Service Item Code	Service Item Description	Price (Excl GST)	Pricing Unit
IA20	Standard Peer Review A Standard Peer Review report is as described in Part C, clauses 1, and 3 and which: <ul style="list-style-type: none"> <li>• takes approximately 15 to 30 minutes to complete; and/or</li> <li>• requires no communication or correspondence with the Impairment Assessor.</li> </ul>	\$161.86	Per Peer Review report
IA21	Complex Peer Review Supplement  A Complex Peer Review Supplement report is as described in Part C, clauses 1 and 3 which: <ul style="list-style-type: none"> <li>• takes longer than 30 minutes to complete; and</li> <li>• involves communication and correspondence with the Impairment Assessor; and</li> <li>• review of the amended Impairment Assessment report; and</li> <li>• may also involve communication with the ACC Clinical Advisor.</li> </ul> This fee is claimed in addition to the Standard Peer Review fee.	\$202.29	Per Peer Review report
IA14	Request for additional information – simple requests that take up to 30 minutes.	\$111.23	Per assessment
IA15	Request for additional information – more complex requests that take over 30 minutes and up to a maximum of 2 hours, billed in 15 minute blocks i.e. 1 block of 15 minutes.	\$222.48	Per hour (max 2 hours billed in 15 minute blocks)

- 6.1. When a Peer Review is a Complex Peer Review, the total fee claimed includes the price for the Standard Peer Review and the Complex Peer Review Supplement.

6.2. In exceptional circumstances the Supplier may invoice ACC for an additional Complex Peer Review Supplement for a Client. The criteria for payment of this are that requirements additional to those described in IA21 and Part C, clauses 1 and 4.3 are needed to provide the Service. This requires prior approval from ACC.

**7. PRICE REVIEW**

7.1. ACC will review pricing when, at ACC’s sole discretion, we consider a review necessary. The factors ACC may consider during a review include, but are not limited to:

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

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

7.3. 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.

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

8.1. 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.

8.2. To ensure the continuing effective operation of the service, working relationships are to be maintained as defined in Table 4 - Relationship Management.

**Table 4 - Relationship Management**

Level	ACC	Supplier
Client	Recovery Team Member / Treatment & Support Assessor	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

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

**NOTICES FOR ACC TO:**

ACC Health Procurement (For delivery)  
 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 delivery)

(insert postal address including postcode)

(For mail)

Marked: "Attention (contact person)"

Phone:

Mobile:

Email:



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## **B. SERVICE SPECIFICATIONS FOR IMPAIRMENT ASSESSMENT SERVICES**

### **1. PURPOSE**

1.1. The purpose of the Service is:

- 1.1.1. To provide eligible Clients a complete and prompt Impairment Assessment; and
- 1.1.2. For ACC to achieve better outcomes for eligible Clients by purchasing services from an appropriately qualified health professional that focus on the provision of consistent, high quality, timely Assessments/Reassessments which accurately identify a Client's impairment rating; and
- 1.1.3. To determine an eligible Client's whole person impairment rating by the application of the American Medical Association's Guides to the Evaluation of Permanent Impairment (4<sup>th</sup> Edition) and "The ACC User Handbook to AMA4". For the purpose of this service specification the AMA Guides and the ACC User Handbook to AMA4 will be jointly referred to as the "Assessment Tool".

### **2. SERVICE OBJECTIVES**

2.1. ACC will measure the success of this Service based on the following objectives:

- 2.1.1. ACC is provided with high quality assessments which are consistent, cost-effective, provided in a safe environment, and delivered in a timely manner.
- 2.1.2. Reports are complete, accurate and of suitable quality to enable ACC to determine a Client's covered injury impairment rating to ensure the consistent and equitable provision of Independence Allowance and Lump Sum entitlements.
- 2.1.3. Services are completed within the timeframes set out in this Service Schedule.
- 2.1.4. Clients report overall satisfaction with the Services provided.

### **3. SERVICE LOCATION**

3.1. The Supplier will provide a facility in the geographical area set out in Part A, clause 2 appropriate for the provision of Impairment Assessments. Services will be provided at this facility in most circumstances except where ACC has requested the Supplier to travel to an area outside of this geographical area.

### **4. CLIENT ELIGIBILITY**

4.1. This Service is for Clients who have been determined by ACC as being eligible for a whole person Impairment Assessment and have been referred to the Supplier by ACC.

### **5. SERVICE COMMENCEMENT**

- 5.1. The Supplier will provide Impairment Assessments/Reassessments to determine an accurate Assessment of whole person impairment only to eligible Clients who have been referred to the Supplier by ACC.
- 5.2. The Supplier will utilise the Assessment Tool specified by ACC.
- 5.3. To ensure the independence of the Impairment Assessor, the Assessment must not be performed by the certifying Medical Practitioner.

- 5.4. The referral from ACC will:
  - 5.4.1. Include a referral letter requesting an Impairment Assessment and all relevant medical records.
  - 5.4.2. State the Client has applied to ACC for a lump sum compensation and/or independence allowance entitlement.
  - 5.4.3. State the Client contact details, date of birth, claim number, injuries to be assessed, date of injuries, name of ACC contact and the purchase order number.
- 5.5. If the Client is an employee of a Full Self Cover Accredited Employer the referral letter will request, both an Impairment Assessment Report and an Impairment Assessment Accredited Employer Report. The referral will identify the assessed injury managed by the Full Self Cover Accredited Employer and the name of the Full Self Cover Accredited Employer.
- 5.6. The Supplier will refer any person who has self-referred to the Supplier in anticipation of ACC financial assistance back to his or her primary referrer or to ACC. ACC will not pay the Supplier for any service provided or time spent with a person prior to a formal Referral to the Supplier being made by ACC.

## **6. SERVICE REQUIREMENTS**

- 6.1. Outputs
  - 6.1.1. The key output from the Assessment is an Impairment Report, written according to the Assessment Tool guidelines on the preparation and formatting of an Impairment Report from ACC, and includes a whole-body impairment rating, detailing the Client's level of impairment.
  - 6.1.2. When a Client is an employee of a Full Self Cover Accredited Employer, the Supplier will also send to ACC an Impairment Assessment Accredited Employer Report using the Impairment Assessment Accredited Employer Report form.
- 6.2. Assessment Service
  - 6.2.1. The Assessment Tool is used during an Assessment to provide an objective measure of a Client's impairment for ACC.
  - 6.2.2. The Assessment Tool sets out the procedures, formatting and other requirements for Impairment Reports in full detail.
  - 6.2.3. An Assessment includes, but is not limited to:
    - 6.2.3.1. Introduction of the Client to the Approved Assessor, who will provide the Impairment Assessment, and an explanation of the Assessment Tool;
    - 6.2.3.2. Formulation of an Impairment Report, including a whole-body impairment rating, which includes:
      - 6.2.3.2.1. History taking and examination of the Client by the Approved Assessor;
      - 6.2.3.2.2. Obtaining and reviewing any additional information required for a comprehensive Assessment of the Client, for example, X-rays;
      - 6.2.3.2.3. Carrying out the Assessment in accordance with the Assessment Tool;
    - 6.2.3.3. Use of all equipment required to carry out the Assessment;
    - 6.2.3.4. Discussion with the Client on the findings of the Assessment;
    - 6.2.3.5. Completion of an Impairment Report in accordance with the formatting and procedural requirements of the Assessment Tool;
    - 6.2.3.6. Forwarding the Impairment Report to ACC;

- 6.2.3.7. Submission of a revised Impairment Report to ACC if feedback is received from ACC, or a reviewer engaged by ACC that the initial Impairment Report is unsatisfactory; and
- 6.2.3.8. Any administrative matters as would normally be required when undertaking an Assessment and which will allow the Supplier to monitor the quality of the Service provided.

### 6.3. Timeframes

- 6.3.1. The Supplier will submit a completed, consistent, high quality Impairment Report, including a whole-body impairment rating, to ACC within 10 working days of completion of each Assessment of a Referred Client. Each Impairment Report shall meet the formatting and content requirements of the Assessment Tool.
- 6.3.2. If the Client is an employee of a Full Self Cover Accredited Employer, the Supplier will also send to ACC an Impairment Assessment Accredited Employer Report within 10 working days of completion of each Assessment of a Referred Client.
- 6.3.3. The Impairment Assessment Accredited Employer Report shall only include the details of the Full Self Cover Accredited Employer injury and exclude any information about assessed ACC injuries and personal history that is not directly related to the assessed Full Self Cover Accredited Employer injury.

## 7. SERVICE SPECIFIC QUALITY REQUIREMENTS

### 7.1. Approved Assessors

Only Approved Assessors listed in Part A, clause 3 may perform Assessments under this Service Schedule. Approved Assessors must:

- 7.1.1. Be approved by ACC to provide the Assessment Service; and
- 7.1.2. Be Medical Practitioners with at least general registration and three years' post-registration clinical experience; and
- 7.1.3. Have satisfactorily completed ACC's training course on the Assessment Tool and post-course test in the use and application of the Assessment Tool.

7.2. The Supplier may, at any time during the Term of this Service Schedule, make a written request to ACC that an assessor be added to the Approved Assessors. ACC may in its sole discretion accept or decline each such request, with or without conditions, by providing written notification to the Supplier. If a request is accepted under this clause, the assessor shall be deemed added to the Approved Assessors from the date of ACC's written notification to the Supplier.

7.3. The Supplier may, at any time during the Term of this Service Schedule, provide written notification to ACC that an Approved Assessor is to cease to be an Approved Assessor under this Service Schedule. The assessor shall cease to be an Approved Assessor five working days after receipt of the Supplier's notice by ACC. The Supplier shall not issue such a notice arbitrarily.

7.4. ACC may, at any time during the Term of this Service Schedule, provide written notification to the Supplier that an Approved Assessor is to cease to be an Approved Assessor under this Service Schedule. The assessor shall cease to be an Approved Assessor five working days after receipt of ACC's notice by the Supplier. ACC shall not issue such a notice arbitrarily.

7.5. Assessors may only carry out those types of assessment that they have been approved to undertake and are listed as being able to undertake in Part A, clause 3. The types of assessment are:

- 7.5.1. General assessments for physical injury; and
- 7.5.2. Chapter 14 assessments for behavioural and mental impairment.

- 7.6. Availability of Assessors
- 7.6.1. To retain competence in the use of the Assessment Tool and to meet ACC's expectations of availability each Approved Assessor must be available to undertake a minimum of 10 Assessments in any three-month period.
- 7.7. Assessment Timeframes
- 7.7.1. The Supplier will contact the Client to arrange and agree an appointment to Assess the Client within 10 working days of receiving a Referral.
- 7.7.2. The Supplier will Assess the Client within 30 working days of receiving a Referral. Where this is not possible, the Supplier must notify ACC so that the Client can be referred to another Assessment Supplier.
- 7.7.3. Clients will not be made to wait at the Supplier's facility for Assessment for more than 30 minutes. Where the Client is required to wait for longer than 30 minutes for their Assessment the Supplier will give the Client a full explanation.
- 7.7.4. The Supplier will supply an Impairment Report to ACC within 10 working days of Assessment of the Client.
- 7.8. The Supplier's facility must, as a minimum:
- 7.8.1. Have adequate back up facilities and staffing arrangements to be able to provide emergency services as required; and
- 7.8.2. Have a contingency plan to maintain continuity of Service in the event of temporary or permanent loss to the Supplier of any key personnel; and
- 7.8.3. Be accessible to people with disabilities.

## **8. SERVICE EXIT**

- 8.1. The Services are completed for a Client when the Assessment has been undertaken and reporting requirements met. This includes:
- 8.1.1. An Impairment Report, including a whole-body impairment rating.
- 8.1.2. If the Client is an employee of a Full Self Cover Accredited Employer, an Impairment Assessment Accredited Employer Report.
- 8.1.3. If a Peer Review is completed, alteration of the Impairment Report, including a whole-body impairment rating.

## **9. PERFORMANCE REQUIREMENTS - ACC REVIEW OF IMPAIRMENT REPORTS**

- 9.1. For ACC to monitor and evaluate the quality and timeliness of Services (including Impairment Reports) provided under this Service Schedule, ACC personnel or other Suppliers engaged by ACC will review Impairment Reports submitted by the Supplier.
- 9.2. It is expected that a minimum of 10% of all Impairment Reports will be randomly selected by ACC for review by a Peer Reviewer. For certain classes of report a higher proportion will be automatically peer reviewed.
- 9.3. Peer Reviewers will provide detailed feedback on the Supplier's report regarding the report's compliance with the requirements of the Assessment Tool. The Supplier will provide all reasonable co-operation to facilitate Peer Reviews, including the provision of any further information requested by a reviewer within 5 working days of receiving a written request.

## **10. REPORTING REQUIREMENTS**

- 10.1. A copy of the Impairment Report and the Impairment Assessment Accredited Employer Report will be available to the Client from ACC.
- 10.2. The certifying Medical Practitioner will receive a copy of the report, following application by the Medical Practitioner to ACC, and with the consent of the Client.
- 10.3. ACC will forward to the Full Self Cover Accredited Employer a copy of the Impairment Assessment Accredited Employer Report.
- 10.4. ACC will advise the Client of any entitlement to an Independence Allowance or Lump Sum payable by ACC.

## **11. PAYMENT AND INVOICING**

### Price

- 11.1. ACC agrees to pay the relevant price for, or relating to, an Impairment Assessment as set out in Part A, clause 5, for Clients who are referred by ACC to the Supplier under this Service Schedule.

### Off-Site Assessments

- 11.2. Travel costs are payable by ACC for off-site Assessments where the following conditions are satisfied:
  - 11.2.1. The Assessment must be undertaken in a location away from the Supplier's facility due to Client circumstances or physical condition; and
  - 11.2.2. To reach the location at which the Assessment will be undertaken the Assessor is required to make an uninterrupted journey of more than 20 kilometres; and
  - 11.2.3. Prior approval has been granted by ACC for the Assessor to travel to the alternative location to undertake the Assessment.
- 11.3. ACC will pay for travel costs by either reimbursing the Supplier for their per kilometre travel costs at the rates set out in Part A, clause 5 of this Service Schedule or by arranging transport for the Assessor at ACC's discretion (e.g. by providing a rental car for the Assessor or by providing Airline tickets etc). For uninterrupted journeys of over one-hour ACC will also pay the hourly payment set out in Part A, clause 5.
- 11.4. Where possible the Supplier will carry out multiple off-site Assessments in one location to minimise travel costs to ACC.

### Client Non-Attendance

- 11.5. The Supplier will report on Client non-attendance for a scheduled Assessment appointment when claiming the non-attendance fee specified in Part A, clause 5. This fee is only payable by ACC if the Supplier provides evidence satisfactory to ACC that reasonable effort was made to ensure the Client was informed and reminded of the time and location of the Assessment appointment.
- 11.6. The information to be submitted at the time of claiming this fee is:
  - 11.6.1. Copies of relevant correspondence with the Client or copies of file notes recording relevant communication with the Client which (in respect of the first communication) must be dated at least 7 working days before the date of the scheduled appointment; and

11.6.2. Where relevant, file notes of contact made with the Client’s nominated person who intends to accompany the Client to the Assessment.

11.7. Payments Not Made Under This Service Schedule

11.8. ACC will not make any payment under this Service Schedule for:

11.8.1. Any services provided to Clients or persons who are not Referred to the Supplier in accordance with Part B, clause 2; or

11.8.2. Client transport costs.

## 12. TELEHEALTH

12.1. Description

ACC Services can be delivered by Telehealth, where clinically appropriate. Services delivered by Telehealth must:

12.1.1. have Client or authorised representative consent (recorded in the clinical notes), and with the option of an in-person meeting if the Client prefers;

12.1.2. be preceded by an initial risk assessment to ensure Client safety;

12.1.3. meet the same required standards of care provided through an in-person consultation;

12.1.4. have clinical records that meet ACC and professional body requirements;

12.1.5. meet the requirements outlined in the standards/guidelines of the NZ Medical Council, if there is a difference between what the regulatory body states and what is stated in this contract, then the contract conditions take precedence;

12.1.6. have both the Client receiving the Telehealth service, and the provider delivering the Telehealth service, physically present in New Zealand at the time the service is provided. Unless the Client is or will be overseas at the time of the assessment, in which case the assessment may be delivered by Telehealth if all other requirements of this clause are met.

12.2. Service requirements

12.2.1. The Supplier will provide all equipment and technology necessary to deliver services by Telehealth and manage their own technical difficulties.

12.2.2. When assessing a Client who is overseas at the time of the assessment, the Provider is responsible for ensuring that its risk of providing those services is covered, in accordance with clause 17 of the Standard Terms and Conditions.

12.2.3. Include a statement, promptly following the assessment, which confirms that the Client did not need to be assessed in-person, or physically examined, by the Service Provider delivering the Telehealth service to be able to form an opinion

## 13. DEFINITIONS AND INTERPRETATION

In this Service Schedule, unless the context otherwise requires:

“**The ACC User Handbook to AMA4**” means “The ACC User Handbook to the AMA “Guides to the Evaluation of Permanent Impairment” 4th edition” as published by ACC from time to time.

“**Approved Assessors/Assessor**” means the approved assessors listed in Part A, clause 3 and any other Medical Practitioners approved by ACC from time to time to provide Impairment Assessments/ Reassessments under this Service Schedule.

“**Assessment**” means the services described in this Service Schedule as more particularly outlined in Part B, clause 6; and “Assess” has a corresponding meaning.

**“Assessment Tool”** means the American Medical Association’s Guides to the Evaluation of Permanent Impairment (4th edition) and the “ACC User Handbook to AMA4”.

**“Chapter 14 Assessor”** means an Assessor who is able to undertake Assessment IA04, IA06 and IA10 as listed in Part A, clause 5. Also, IA07 will be applicable if the Assessor is a Psychiatrist or IA04 will be applicable if the Assessor is a General Practitioner.

**“Full Self Cover Plan”** means an option where the Accredited Employer takes responsibility for the management and costs of their employee’s work related injuries and illnesses for the life of the claim, limited to the stop loss level they have nominated.

**“Full Self Cover Accredited Employer”** means an Accredited Employer as defined by the Accident Compensation Act 2001, who has signed a contract with ACC under the Full Self Cover Plan.

**“General Assessor”** means an Assessor who is able to undertake assessments IA01, IA03, and IA10 including if appropriate IA05, and IA06 as listed in Part A, clause 5.

**“The Guides”** means the American Medical Association’s Guides to the Evaluation of Permanent Impairment (4th edition).

**“Impairment Report”** means the report prepared by an Approved Assessor based on the results and recommendations arising from an Assessment and including the information specified in or required by Part B, clause 6.2.3.5.

**“Medical Practitioner”** means a person registered or deemed to be registered under the Medical Practitioners Act 1995 (see that Act, ss12, 144).

**“The ACC User Handbook to AMA4”** means “The ACC User Handbook to the AMA “Guides to the Evaluation of Permanent Impairment” 4th edition” as published by ACC from time to time.

**“The Guides” and “AMA Guides”** means the American Medical Association’s Guides to the Evaluation of Permanent Impairment (4th Edition).

**“Telehealth”** means the use of information or communication technologies to deliver health care when Clients and care providers are not in the same physical location.<sup>1</sup>

For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes electronic messaging e.g. texts and emails. A telehealth consultation is to replace an in-person visit so it does not include a quick triage or check-in phone calls (unless specified).<sup>2</sup>

**“In-person”** means the provider and Client are physically present in the same room.<sup>3</sup>

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<sup>1</sup> Adapted from the New Zealand Telehealth Forum definition: <https://www.health.govt.nz/about-ministry/leadership-ministry/expert-groups/new-zealand-telehealth-forum>.

<sup>2</sup> An up to five minute consultation is enabled and priced accordingly in the Rural General Practice contract.

<sup>3</sup> Adapted from the Medical Council of New Zealand Statement on Telehealth 31 March 2020.



## **C. SERVICE SPECIFICATIONS FOR IMPAIRMENT ASSESSMENT PEER REVIEW SERVICE**

Note: This Part C and the Impairment Assessment Peer Review pricing table at Part A, clause 6 only applies to Suppliers approved to provide Impairment Assessment Peer Review Services. Refer to clause 4 below for further details.

### **1. SERVICE OBJECTIVES**

- 1.1. The key objectives of the Impairment Assessment Peer Review Service are to:
  - 1.1.1. Confirm the quality of the Impairment Assessment report through a process of Peer Review, based on the application of the American Medical Associations Guides to the Evaluation of Permanent Impairment (4th edition), and the ACC User Handbook to AMA4;
  - 1.1.2. Achieve consistency in the approach to impairment assessment and report writing; and
  - 1.1.3. Ensure the Impairment Assessment report is “fit for purpose” and enables ACC to determine a Client’s whole person impairment rating.

### **2. SERVICE COMMENCEMENT**

- 2.1. Referrals: When referring an Impairment Assessment report to the Supplier for a Peer Review, ACC will send a file containing:
  - 2.1.1. The Impairment Assessment report and all relevant medical records; and
  - 2.1.2. A letter and Peer Review report containing:
    - 2.1.2.1. Client name, date of birth and claim number;
    - 2.1.2.2. Name of Impairment Assessor;
    - 2.1.2.3. Date, time and duration of assessment;
    - 2.1.2.4. Date of injury;
    - 2.1.2.5. Purchase order number;
    - 2.1.2.6. ACC contact details.
- 2.2. Where a Supplier has received a Peer Review referral pursuant to clause 2.1 and there is an actual or perceived conflict of interest due to a personal, financial or other relationship with the Assessor whose Impairment Assessment Report is being reviewed, the Peer Review should be declined and referred back to ACC within 2 working days of receipt of the referral.

### **3. SERVICE REQUIREMENTS**

- 3.1. ACC may send the Supplier Impairment Assessment reports to Peer Review:
  - 3.1.1. For peer comment and quality improvement;
  - 3.1.2. Where the quality of the report is questioned;
  - 3.1.3. For competence and clinical judgement;
  - 3.1.4. When a lump sum payment is required;
  - 3.1.5. When an Impairment Assessment report is required for the ACC review process;
  - 3.1.6. Where there is a high whole person impairment percent or just under 10 percent.
- 3.2. The Supplier will use the Peer Review report to comment on the Impairment Assessment report including the following elements:
  - 3.2.1. Concordance with detail items required as per the Peer Review report;

- 3.2.2. General comments on the quality of the report;
  - 3.2.3. A list of suggestions or required modifications;
  - 3.2.4. Ensure decisions based on this report are legally defensible.
- 3.3. This will include and not be limited to ensuring the Impairment Assessment report:
- 3.3.1. Complies with the correct use of AMA Guides 4th Edition and the ACC User Handbook to AMA4;
  - 3.3.2. Reflects the available information;
  - 3.3.3. Draws the correct conclusions from the findings;
  - 3.3.4. States the injury is stable and permanent;
  - 3.3.5. Considers the correct Diagnosis Related Estimates (DREs) and Tables;
  - 3.3.6. Has correct calculations;
  - 3.3.7. Chapter 14 reports appear entirely reasonable and justified;
  - 3.3.8. Contains the impairment rating for all injuries for which ACC has requested a rating;
  - 3.3.9. Contains no apparent conflict between the records provided and the clinical findings;
  - 3.3.10. Has apportionment correctly justified.
- 3.4. If the Supplier considers the Impairment Assessment report complies with the requirements in clause 3.3, the Supplier will send the Impairment Assessment and Peer Review report to ACC.
- 3.5. If the Supplier considers the Impairment Assessment report requires amendment the Supplier will
- 3.5.1. Return the Impairment Assessment report to the Impairment Assessor with the Peer Review report, with suggested comments and/or discussion of the aspects of the Impairment Assessment that require amendment;
  - 3.5.2. Receive the amended Impairment Assessment report and review it and, if satisfactory, send it with the Peer Review report to ACC.
- 3.6. Resolving Issues
- If the Impairment Assessor disputes the peer review finding from the Peer Review Supplier:
- 3.6.1. The Supplier may liaise with ACC's Clinical Advisor for advice; or
  - 3.6.2. The Supplier may send the Impairment Assessment and Peer Review report to ACC to liaise further.
- 3.7. If the Impairment Assessor still disputes the Supplier's Peer Review report, the Peer Review Supplier will note this on the Peer Review report and return it to ACC without signing it off.
- 3.8. If the Supplier considers the Impairment Assessor requires support or coaching, the Supplier will discuss this with the ACC staff member or Clinical Advisor.

#### **4. SERVICE SPECIFIC QUALITY REQUIREMENTS**

##### **4.1. Staffing Requirements**

Only Approved Assessors for Impairment Assessment Peer Review listed in Part A, clause 4 may carry out Peer Review Assessments. Approved Assessors for Impairment Assessment Peer Review must:

- 4.1.1. Be approved by ACC to provide a Peer Review Service; and
- 4.1.2. Be trained in using the American Medical Association's Guides to the Evaluation of Permanent Impairment (4<sup>th</sup> Edition) and "The ACC User Handbook to AMA4"; and

- 4.1.3. Be contracted Impairment Assessment Suppliers who have maintained their competency through attending refresher training as well as providing Impairment Assessments; and
  - 4.1.4. Have demonstrated the ability to produce Impairment Assessment reports of a consistently high standard.
- 4.2. Only a small number of Suppliers are approved to provide Impairment Assessment Peer Review. Should ACC require more Impairment Assessment Peer Reviewers, we reserve the right to select additional Peer Reviewers from existing Impairment Assessment Service Suppliers who meet the requirements in clause 4.1 above, on an as required basis.
- 4.3. Timeframes
- The Supplier will:
- 4.3.1. If a Peer Review is a Standard Peer Review, return it to ACC within 5 working days from the date the Peer Review referral was received;
  - 4.3.2. If a Peer Review is a Complex Peer Review Supplement, return it to ACC within 10 working days from the date the Peer Review referral was received;
  - 4.3.3. Inform ACC if the Impairment Assessor has taken longer than 5 working days to amend an Impairment Assessment report.
- 4.4. In providing the Services the Supplier will also:
- 4.4.1. Provide appropriate expertise and resources;
  - 4.4.2. Take all steps necessary to clarify ACC's requirements for the Services;
  - 4.4.3. Advise ACC immediately if the Supplier becomes aware of any matter which may change or delay its performance. The advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it. If ACC is advised the delay is due to a time frame of greater than 10 business days due to delay of an amended Impairment Assessment report. ACC will contact the Impairment Assessor concerned;
  - 4.4.4. Keep ACC fully informed, on a regular basis as agreed by the parties, regarding progress of the deliverables as described in this service specification;
  - 4.4.5. Comply with all reasonable instructions given by ACC;
  - 4.4.6. Ensure that all reports and other written communications to ACC are clear, thorough, complete and acceptable to ACC in both form and substance.

## **5. PERFORMANCE REQUIREMENTS**

- 5.1. If the Peer Review is not of an acceptable standard and ACC requests an amended Peer Review report the Supplier will rectify the report without additional charge to ACC.
- 5.2. If performance monitoring identifies issues with a Supplier's performance, the following process will apply:
  - 5.2.1. When an issue is first identified, the Supplier will receive a telephone call and ACC will outline the issue and any resolution that needs to occur;
  - 5.2.2. Timeframes will be provided by ACC for resolution of the issue to occur;
  - 5.2.3. The Supplier may contact ACC to discuss the issue or to request a meeting, or further training to assist with resolution of the issue at any time in this period;
  - 5.2.4. If at follow-up resolution has not occurred in accordance with timeframes provided, ACC will request a meeting;
  - 5.2.5. At this meeting the Supplier will undertake to resolve the issue and ACC will provide the Supplier with development and training if required, to assist with resolution of the issue;
  - 5.2.6. Timeframes will be provided by ACC for resolution to occur;

5.2.7. If the Supplier refuses a meeting, ACC will consider this a serious breach of contract and will provide the Supplier with a Termination for Breach in accordance with clause 20.8 of the Standard Terms and Conditions.

### 5.3. Termination for Breach

5.3.1. If at a subsequent follow-up resolution has not occurred in accordance with timeframes provided, ACC will provide the Supplier with a Termination for Breach in accordance with clause 20.8 of the Standard Terms and Conditions;

5.3.2. ACC will allow the Supplier 10 working days to resolve the issue (if it is capable of resolution);

5.3.3. The Supplier must accept no new referrals during this time;

5.3.4. If resolution does not occur, or the issue is identified again in performance monitoring, ACC may provide the Supplier with an immediate notice of termination of this Service Schedule.

## 6. PAYMENT AND INVOICING

### 6.1. Price

6.2. ACC agrees to pay the relevant price for or relating to a Peer Review of an Impairment Assessment as set out in Part A, clause 6.

## 7. TELEHEALTH

### 7.1. Description

7.2. Services can be delivered by Telehealth, where clinically appropriate. Services delivered by Telehealth must:

7.2.1. be agreed in advance with the Permanent Injury Compensation team to ensure that referrals accurately reflect the appropriate delivery method and other considerations related to the specific needs of Clients (sensitive claims and terminal illnesses for example);

7.2.2. have Client or authorised representative consent (recorded in the clinical notes), and with the option of an in-person meeting if the Client prefers;

7.2.3. be preceded by an initial risk assessment to ensure Client safety;

7.2.4. meet the same required standards of care provided through an in-person consultation;

7.2.5. have clinical records that meet ACC and professional body requirements;

7.2.6. meet the requirements outlined in the standards/guidelines of the NZ Medical Council. If there is a difference between what the regulatory body states and what is stated in this contract, then the contract conditions take precedence;

7.2.7. have both the Client receiving the Telehealth service, and the Provider delivering the Telehealth Service, physically present in New Zealand at the time the service is provided<sup>4</sup>. Unless the Client is or will be overseas at the time of the assessment, in which case the assessment may be delivered by Telehealth if all other requirements of this clause are met.

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<sup>4</sup> Some Clients assessed for Independence Allowance/Lump Sum may be living overseas. The wording for the Impairment Assessment contract will be considered at variation.

### 7.3. Service requirements

- 7.3.1. The Supplier will provide all equipment and technology necessary to deliver services by Telehealth and manage their own technical difficulties.
- 7.3.2. When assessing a Client who is overseas at the time of the assessment, the Provider is responsible for ensuring that its risk of providing those services is covered, in accordance with clause 17 of the Standard Terms and Conditions.

## 8. DEFINITIONS AND INTERPRETATION

In this Part C, unless the context otherwise requires:

**“The ACC User Handbook to AMA4”** means “The ACC User Handbook to the AMA “Guides to the Evaluation of Permanent Impairment” 4<sup>th</sup> edition” as published by ACC from time to time.

**“Approved Assessors/Assessor”** means the approved assessors listed in Part A, clause 4 and any other Medical Practitioners approved by ACC from time to time to provide Impairment Assessments/Reassessments under this Service Schedule.

**“Referral”** means a referral by ACC as described in Part C, clause 2.1.

**“The Guides” and “AMA Guides”** means the American Medical Association’s Guides to the Evaluation of Permanent Impairment (4th Edition).

**“Telehealth”** means the use of information or communication technologies to deliver health care when Clients and care providers are not in the same physical location.<sup>5</sup>

For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes electronic messaging e.g. texts and emails. A telehealth consultation is to replace an in-person visit so it does not include a quick triage or check-in phone calls (unless specified).<sup>6</sup>

**“In-person”** means the provider and Client are physically present in the same room.<sup>7</sup>

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<sup>5</sup> Adapted from the New Zealand Telehealth Forum definition: <https://www.health.govt.nz/about-ministry/leadership-ministry/expert-groups/new-zealand-telehealth-forum>.

<sup>6</sup> An up to five minute consultation is enabled and priced accordingly in the Rural General Practice contract.

<sup>7</sup> Adapted from the Medical Council of New Zealand Statement on Telehealth 31 March 2020.