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Contract Number: «Contract_»

Service Schedule for Vocational Medical Services

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SERVICE INFORMATION

1. Purpose

- 1.1. The schedule relates to Vocational Medical Services (VMS), which ACC is purchasing, and the supplier is supplying. This service is more particularly described in Appendix 1 – Service Specific requirements.
- 1.2. The purpose of this service is to provide clinical leadership, timely and responsive clinical advice and support to a Client through their vocational rehabilitation journey working with a range of stakeholders including the Client's GP or certifying medical practitioner, employer, Provider of Vocational Rehabilitation Services (VOC) and ACC.
- 1.3. Vocational Medical Services (VMS) includes three medical assessment services and one advisory service. These are the Vocational Medical Assistance (VMA) service, Vocational Rehabilitation Review (VRR) service, Initial Medical Assessment (IMA) service and Vocational Independence Medical Assessment (VIMA) service.
- 1.4. The VMA enables the Client's GP or certifying medical practitioner, Provider of Vocational Rehabilitation Services or ACC to request advice from a Service Provider on the best approach for achieving a return to work outcome for a Client at any point within their rehabilitation. VMA is available through:
 - a. **case conferencing** provided in conjunction with a VRR, IMA service or following a VIMA service where the Service Provider contributes to a group discussion facilitated by ACC or Provider of Vocational Rehabilitation Services to address any concerns or issues that threaten to derail the Client's rehabilitation with a goal of uniting stakeholders in supporting effective rehabilitation.
 - b. liaison that may be provided in isolation of, or together with any other VMS which allows the Service Provider to actively respond to a request by telephone or email to provide medical advice in respect to a Client's vocational rehabilitation.
- 1.5. The VRR service enables either the Client's GP or certifying medical practitioner, Provider of Vocational Rehabilitation Services or ACC to request an expert view and receive recommendations from a Service Provider on fitness for work certification and/or the ability of the Client to participate in a vocational rehabilitation programme at any point in the Client's rehabilitation which:
 - a. identifies elements of normal or alternative work that the Client could perform, and whether such elements could be performed if temporary adjustments were made in the workplace;
 - b. enables ACC to progress the Client's rehabilitation in the workplace.
- 1.6. The IMA service is referred by ACC and results in a thorough medical assessment by the Service Provider that:
 - a. clarifies the diagnosis and barriers to rehabilitation;
 - b. identifies the Client's functional restrictions impacting on participation in work activities;

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

2. Terms of the Service

2.1.

Start Date	1 July 2015
End Date	30 June 2024
Rights of Renewal	None

2.2. Before the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a maximum of one year. Any decision to extend the Term of this Service Schedule will be based on:

- a. the parties reaching agreement on the extension in writing prior to the End Date;
- b. ACC being satisfied with the performance of the Services by the Supplier;
- c. all other provisions of this Service Schedule, either continuing to apply during such extended Term or being renegotiated to the satisfaction of both parties.

2.3. There is no obligation on the part of ACC to extend the term of the Service Schedule.

3. Approved Service Location

3.1 You agree to provide Services in the following geographical areas:

TLA reference(s)	«TLA_Information»
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3.2 Your Approved Service Providers, the services they have been approved to provide, and the service locations are detailed in Appendix 4.

4. Payment for Services

4.1 Charges for undertaking the Services are detailed in Appendix 2 – Table 3.

5. Approved Service Providers and Service Location

- 5.1 Service Providers detailed in Appendix 4 – Table 5 have been approved to provide the Services in clinics rooms or a facility that meets the same standards as clinic rooms.
- 5.2 The process provided in Appendix 4 – clause 2 and clause 3 will be used to approve new Service Providers or remove existing ones.

6. Reporting Requirements

- 6.1 Reporting requirements are detailed in Appendix 5

7. Exclusions

- 7.1 The following services are not purchased under this Service:
 - a. Treatment services
 - b. General Practitioner with Special Interest (GPSI) Service
 - c. Vocational Rehabilitation Service (VOC)
 - d. Impairment Assessment Service (IMPA)
 - e. Medical services as set out in the Clinical Services Contract (CLS).

8. Financial Viability

- 8.1 When ACC requests it, the Supplier will provide evidence of financial viability, in the form of confirmation from the Supplier's accountant or bank that the Supplier is financially viable and not likely to experience an Insolvency Event. This is to verify that the Supplier has the financial capability to supply the Services and comply with this Service Schedule. The Supplier will provide additional evidence of financial viability if ACC requests it.

9. Business Continuity and Disaster Recovery

- 9.1 The Supplier will have an acceptable Business Continuity Plan (BCP). This plan will also include a Disaster Recovery Plan (DRP). The plan will cover a range of events, such as earthquakes, fire, flood, loss of staff, loss of power and any other issues that could affect the ability of the business to function.
- 9.2 The BCP and DRP will enable the Supplier to respond to the impact of an emergency event or unplanned interruption to normal operations and continue to provide a minimum acceptable level of service during and in the immediate aftermath of such an event.

10. 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:

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

- 10.2 “Air Travel” means air travel costs payable when a Service Provider has been requested by ACC to travel to an outlying area that is not the Service Provider’s usual area of residence or practice to conduct an Assessment, and this necessitates air travel. ACC will pay for actual and reasonable air fares.
- 10.3 “Barriers” create delays to a Client’s rehabilitation and include:
- a. the Client continues to be certified as unfit for some or all work well beyond the usual recovery timeframe for his/her injury;
 - b. the Client’s current medical certification appears inconsistent with evidence about his/her function;
 - c. the Client’s current medical certification is potentially delaying arrangements for safe workplace-based rehabilitation;
 - d. the Client has functional or psychosocial obstacles impacting on their ability to return to work.
- 10.4 “ACC” means the person from time to time engaged by ACC for the Client for the purposes of the AC Act or the person who from time to time engage on behalf of ACC in relation to the Client’s entitlements and may also include other authorised ACC personnel.
- 10.5 “Communicate” means in-person discussion, phone or email resulting in an exchange of information that informs the management of a Client’s vocational rehabilitation following a VRR.
- 10.6 “In-person” means the provider and client are physically present in the same room.
- 10.7 “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.¹
- 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, it does not include a quick triage or check-in phone calls (unless specified).”
- 10.8 “GP or certifying medical practitioner” means either a General Practitioner, Nurse Practitioner or medical practitioner e.g. Orthopaedic Surgeon.
- 10.9 “IMA Services” and “IMA Service” means an Initial Medical Assessment to be provided to a Referred Client in accordance with section 89(b) of the AC Act and this Service Schedule.
- 10.10 “Medically sustainable” means the client has the physical and mental capacity to sustain work for 30 hours per week.
- 10.11 “Non-attendance Fee” means a fee payable when a Client fails to attend a scheduled appointment for an Assessment without providing two days prior notice to the Service Provider.

¹ NZ Telehealth Forum definition (cited on website August 2020).

- 10.12 “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.
- 10.13 “Reassessment” means an assessment three months or less subsequent to a prior equivalent assessment undertaken by the same Service Provider.
- 10.14 “Referred Clients” means a Client that has been referred to the Service Provider where a referral has been made in accordance with this Service Schedule.
- 10.15 “Remote Clinic Fee” means a fee payable when a Service Provider has been requested by ACC to conduct a clinic in an outlying area that is not the Service Provider’s usual area of residence or practice and as a result is required to hire rooms for the specific purpose of undertaking these Assessments. The Remote Clinic Fee is payable only with prior ACC approval.
- 10.16 “Sensitive Claim” means a claim in respect of a Client referred to in section 21 of the AC Act who has a clinically significant behavioural, cognitive, or psychological dysfunction as a result of being the victim of a specific type of criminal behaviour, in particular sexual abuse, and which is identified by ACC as such in the Referral.
- 10.17 “Serious Injury” means a client with a lasting impairment following an accident such as spinal or brain injuries that are supported by ACC’s national serious injury service.
- 10.18 “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 request of ACC but does not include Air Travel.
- 10.19 “Types of work” means the work types found on the ACC Work Type Detail Sheets database or a work type as assessed by an occupational assessor where the work type does not exist on the ACC database.
- 10.20 “Vocational Independence” means the Client’s capacity to engage in work for which he or she is suited by reason of experience, education, or training, or any combination of these things; for 30 hours or more per week.
- 10.21 “VIMA Services” and “VIMA Service” means a Vocational Independence Medical Assessment to be provided to a Referred Client in accordance with section 108(1) (b) of the AC Act and this Service Schedule.

APPENDIX 1 – SERVICE SPECIFIC REQUIREMENTS

1. Service Objectives

- 1.1. ACC will measure the success of this Service based on the following objectives:
- a. Clients receive effective vocational rehabilitation informed by expert medical advice;
 - b. Clients are satisfied with the service received;
 - c. Clients, GP or certifying medical practitioners and employers are engaged in the VMS process including 'liaison and networking with VMS Service Providers;
 - d. an IMA and report for ACC for Referred Clients meets requirements of Section 89(b) of the AC Act and is in accordance with the IMA process set out in this Service Schedule;
 - e. a VIMA and report for ACC for Referred Clients meets requirements of Section 108(1) (b) of the AC Act and is in accordance with the VIMA process set out in this Service Schedule.

2. Requirements

- 2.1. VMA services include:
- a. Providing advice through a Liaison Service by:
 - receiving and responding to email or phone requests from a general practitioner, VOC treatment provider or ACC to provide general vocational rehabilitation advice relevant to the clinical situation described;
 - requesting a referral is made to a VRR service where the level of advice sought necessitates review of documentation or examination of a Client;
 - keeping a record of the exchange.
 - b. Providing advice and clinical leadership through Case Conferencing by:
 - attending a case conference either in person or via telehealth at the request of ACC or VOC treatment provider with the objective of progressing a Client's vocational rehabilitation when rehabilitation has stalled, or an issue has been identified that requires resolution (e.g. following an IMA or VIMA).
- 2.2. VRR services includes:
- a. preparing for a VRR with a Client by:
 - reviewing relevant documentation from the referral.
 - b. completing a VRR at an appointment with the Client by:
 - taking a relevant medical history;
 - examining the Client;

- arriving at a diagnosis (and/or differential diagnosis) of the presenting injury/injuries and other relevant medical conditions, including the review and amendment of the current injury diagnosis;
 - identifying any other factors affecting recovery;
 - determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - providing to the Client an explanation of their current condition, injury recovery process and fitness for work;
 - providing advice to the Client on next rehabilitation steps;
 - obtaining consent from the Client to contact treatment providers, the employer and the Provider of Vocational Rehabilitation Services (where applicable);
 - informing the Client that a report will be written and that it will be shared with ACC and others which the Service Provider identifies to the Client as being relevant to receive the report. This would usually be the referrer, general practitioner and/or the Provider of Vocational Rehabilitation Services.
- c. Following the VRR Client appointment, the Service Provider will:
- communicate with the Client's treating GP or certifying medical practitioner discussing the diagnosis, injury management, barriers to rehabilitation, and fitness for work recommendations, seeking support for recommendations and providing peer support for the GP or certifying medical practitioner and guidance on best practice certification of fitness for work;
 - communicate with the Client's other treatment providers and VOC treatment provider (as applicable) to discuss injury management in relation to current restrictions, opportunities to return to a safe level of activity and seek support for recommendations;
 - communicate with the Client's employer (where applicable) for the purpose of discussing current restrictions, timelines for recovery, and to facilitate safe and durable vocational rehabilitation;
 - communicate with ACC.
- d. Following Communication, complete report(s) described in Section 8.
- e. A complex VRR can be used for clients;
- whose case relates to a Serious Injury; or
 - who have a covered Sensitive Claim; or
 - covered injury is a moderate to severe traumatic brain injury; or
 - claim older than 6 months at the time of referral; or

- unable to return to their pre-injury role.

If you believe your client to be exceptionally complex over and above the current definition, please contact ACC to discuss.

2.3. IMA services include:

a. preparing for an IMA with a Client by:

- reviewing relevant documentation from the referral including the IOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.

b. completing an IMA at an appointment with the Client by:

- outlining the purpose of the IMA to the Client and anyone accompanying the Client in a support role;
- taking a relevant medical history;
- examining the Client;
- identifying any other factors affecting recovery;
- determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
- providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each job type identified in the IOA. This includes:
 - discussing with the Client their fitness for work in relation to the requirements of the work types and state whether job types are likely to be medically sustainable for 30 hours or more per week;
 - identifying where Accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;
 - providing a clearly stated individual rationale for recommendations and/or opinions for each job type;
 - disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;
 - gathering an opinion from the Client about each job type to ensure these comments can be included in the Report.
- providing advice to the Client on next rehabilitation steps;
- obtaining consent from the Client to contact treatment providers and VOC treatment provider (where applicable);
- informing the Client that a Report will be written and that it will be shared with ACC and others which the Service Provider identifies to the Client as being relevant to receive the report.

This would usually be the referrer, general practitioner and/or VOC treatment provider.

- c. following the IMA Client appointment, the Service Provider will:
 - request any additional information required from ACC that is considered necessary for the completion of the IMA;
 - complete report(s) described in Section 8.
- d. A complex IMA can be used for clients;
 - whose case relates to a Serious Injury; or
 - who have a covered Sensitive Claim; or
 - covered injury is a moderate to severe traumatic brain injury; or
 - 2.5 years since date of covered injury.

If you believe your client to be exceptionally complex over and above the current definition, please contact ACC to discuss.

2.4. VIMA services includes:

- a. preparing for a VIMA with a Client by:
 - reviewing relevant documentation from the referral including the IOA, IMA, VIOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.
- b. completing a VIMA at an appointment with the Client by:
 - outlining the purpose of the VIMA to the Client and anyone accompanying the Client in a support role;
 - taking a relevant medical history;
 - examining the Client;
 - determining the outcomes achieved from all treatment and rehabilitation provided to the Client;
 - determining whether rehabilitation has been completed based on all treatment and rehabilitation provided to the Client;
 - identifying any other factors affecting recovery;
 - determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each job type identified in the VIOA. This includes:
 - discussing with the Client, their fitness for work in relation to the requirements of the work types and state whether job types are medically sustainable for 30 hours or more per week based on your examination and expert medical opinion;

- identifying where accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;
 - providing a clearly stated individual rationale for recommendations and/or opinions for each job type;
 - disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;
 - gathering an opinion from the Client about each job type to ensure these comments can be included in the Report;
 - discussing thoroughly with the Client any concerns or issues raised by them or those accompanying them to ensure these comments can be included in the Report.
 - providing advice to the Client and ACC on next rehabilitation steps if Vocational Independence has not been met;
 - Informing the Client that a Report will be written and that it will be shared with ACC.
- c. following the VIMA Client appointment, the Service Provider will:
- request any additional information required from ACC that is considered necessary for the completion of the VIMA;
 - complete report(s) described in Section 8.
- d. A complex VIMA can be used for clients;
- whose case relates to a Serious Injury; or
 - who have a covered Sensitive Claim; or
 - covered injury is a moderate to severe traumatic brain injury; or
 - 2.5 years since date of covered injury.

If you believe your client to be exceptionally complex over and above the current definition, please contact ACC to discuss.

2.5. Reassessment

- a. A follow-up assessment or review subsequent to a VRR, IMA or VIMA may be undertaken upon referral. The reassessment will follow the same process as outlined for the relevant Service described above.

2.6. A Section 103 service includes:

- a. preparing for a Section 103 service with a Client by:
- reviewing relevant documentation from the referral including the IOA (if available), Client Individual Rehabilitation Plan (IRP) and any VRRs.

- b. completing a Section 103 at an appointment with the Client by:
- outlining the purpose of the Section 103 assessment to the Client and anyone accompanying the Client in a support role;
 - taking a relevant medical history;
 - examining the Client;
 - identifying any other factors affecting recovery;
 - determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - confirming the occupation and job activities of the pre-injury role;
 - providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on their pre-injury job type. This includes:
 - discussing with the Client, their fitness for work in relation to the requirements of their pre-injury job type and what aspects of their specific pre-injury role they cannot currently undertake safely and what aspects they can mostly undertake safely;
 - Considering whether the client can substantially engage in their pre-injury role. Engage means able to perform most, i.e. the majority of the works tasks and all essential work tasks of that job;
 - If the client cannot substantially engage in their pre-injury role, which essential requirements or key aspects of the role they are unable to perform;
 - If the client cannot substantially engage in their pre-injury role, to what extent do their current functional limitations relate to their injury;
 - If the client is unable to perform their pre-injury role, discuss any current or possible future investigations, treatment or rehabilitation that are appropriate to help in restoring the client to their pre-injury function and work role.
 - providing advice to the Client on next rehabilitation steps (if any);
 - informing the Client that a Report will be written and that it will be shared with ACC and others which the Service Provider identifies to the Client as being relevant to receive the report. This would usually be the referrer and general practitioner;
- c. following the Section 103 client appointment, the Service Provider will:
- request any additional information required from ACC that is considered necessary for the completion of the Section 103 report;

- If you believe your client to be exceptionally complex over and above the current definition, please contact ACC to discuss.

2.7. A Section 105 service includes:

- a. preparing for a Section 105 service with a Client by:
 - reviewing relevant documentation from the referral including the IOA, Client Individual Rehabilitation Plan (IRP) and any VRRs.
- b. completing a Section 105 at an appointment with the Client by:
 - outlining the purpose of the Section 105 assessment to the Client and anyone accompanying the Client in a support role;
 - taking a relevant medical history;
 - examining the Client;
 - identifying any other factors affecting recovery;
 - determining consequent restrictions and fitness for work relating to the covered injury and/or other conditions;
 - providing to the Client an explanation of their current condition, injury recovery process and fitness for work based on each of the identified work types. This includes:
 - discussing with the Client, their fitness for work and whether the client is able to safely engage in each of the identified work types. Engage means able to perform most, i.e. the majority, of the work tasks and all essential work tasks of that job. Relevant work types refer to work for which the client has been determined to have the necessary experience, education or training;
 - identifying where Accommodations, treatment or rehabilitation may make the work type sustainable now or in the future;
 - providing a clearly stated individual rationale for recommendations and/or opinions for each job type;
 - gathering an opinion from the Client about each job type to ensure these comments can be included in the Report;
 - disregarding any non-clinical issues which could impact on the Client's ability to undertake each job type. For example, transport issues, childcare requirements, employment market;
 - informing the Client that a Report will be written and that it will be shared with ACC and others which the Service Provider identifies to the Client as being relevant to receive the report. This would usually be the referrer, general practitioner and VOC treatment provider.

- c. following the Section 105 client appointment, the Service Provider will:
 - request any additional information required from ACC that is considered necessary for the completion of the Standalone Section 105;

If you believe your client to be exceptionally complex over and above the current definition, please contact ACC to discuss.

3. Telehealth

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

- a. The assessor will be able to form a clinical opinion without needing to conduct an in-person assessment; and
- b. A risk assessment compliant with the New Zealand guidelines, regulations and standards for telehealth is undertaken and telehealth is deemed appropriate by the clinician; and
- c. Service Providers comply with the relevant New Zealand guidelines, regulations and standards for telehealth. Refer to Operational Guidelines.

3.2. Services delivered by Telehealth must:

- a. have client or authorised representative consent (recorded in the clinical notes), and with the option of an in-person meeting if the client prefers.
- b. meet the same required standards of care provided through an in-person consultation.
- c. have clinical records that meet ACC and professional body requirements.
- d. meet the requirements outlined in the standards/guidelines of their relevant regulatory body.
- e. If there is a difference between the regulatory body statements and what is stated in this contract, then the contract conditions take precedence.
- f. 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.
- g. 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.
- h. The supplier will provide all equipment and technology necessary to deliver services by Telehealth and manage their own technical issues.

4. Client's Eligibility for Service

- 4.1. A Client is eligible for VMS if:
 - a. the Client has suffered a personal injury in terms of the Accident Compensation Act 2001 for which a claim for cover has been accepted; and
 - b. the Client meets the eligibility criteria to receive Vocational Rehabilitation set out in sections 85 to S.88 of the AC Act 2001;
 - c. ACC, treating GP or certifying medical practitioner or VOC treatment provider identifies barriers that may cause delays in rehabilitation and/or return to work, which could be resolved with a prompt and appropriate intervention through VMA; or
 - d. ACC or treating GP or certifying medical practitioner considers VRR would support vocational rehabilitation and facilitate the Client's return to work or independence; or
 - e. the Client does not have a GP or certifying medical practitioner and requires medical clearance to undertake a return to work programme with a VOC treatment provider;
 - f. the Client requires an IMA having had an Initial Occupational Assessment (IOA); or
 - g. the Client requires a VIMA having had a Vocational Independence Occupational Assessment (VIOA).

5. Receiving Referrals

- 5.1. ACC is not obliged to forward referrals to the Supplier.
- 5.2. For VRR, the Service Provider may accept referrals directly from the Provider of Vocational Rehabilitation Services, ACC or the Client's GP
- 5.3. A referral may be provided by ACC, the Provider of Vocational Rehabilitation Services or the Client's GP in writing or may be made verbally if confirmed in writing within two business days.
- 5.4. ACC will not pay the Supplier for Services provided to a Client who has not been referred to a Service Provider in accordance with this Service Schedule.
- 5.5. A Supplier may decline or delay accepting a referral where the Service Provider does not have capacity to see the Client within the timeframes set out in this Service Schedule and ACC agrees to the delay.

6. Referral Content

- 6.1. For VMA, the Service Provider may accept referrals directly from a VOC treatment provider, GP or certifying medical practitioner or ACC. The Service Provider will collect:
 - a. the name of the Client; and
 - b. ACC Client Number; and
 - c. name and contact details of the referrer; and

d. purpose of the referral.

6.2. For all VMS other than VMA, the Referral will include:

- a. client name, contact information, claim number, demographic information;
- b. contact information for ACC;
- c. description of injury, date of accident and current covered injury diagnosis;
- d. detailed reason for the referral;
- e. names and contact details of parties the Service Provider is asked to contact;
- f. a summary of the management of the injury and rehabilitation as relevant;
- g. copies of relevant reports including:
 - relevant medical investigations or reports;
 - current medical certificate;
 - current Individual Rehabilitation Plan (IRP);
 - Initial Occupational Assessment (IOA) Report;
 - Vocational Independence (Occupational) Assessment (VIOA) report (ACC195);
 - Initial Medical Assessment (IMA) report.

7. ACC Prior Approval

7.1. Referrals to provide IMA and VIMA services require prior approval by ACC.

7.2. Referrals to provide VMA and VRR services do not require prior approval by ACC unless:

- a referral has been received and has been previously provided three times for any one Client;
- the Service Provider requires accommodation.

8. Service Commencement

8.1. For all VMS other than VMA

- a. Accepting referrals:
 - accepting a referral forms an agreement by the Supplier that the referral contains adequate information to provide Services and that Services will be provided within the timeframes set out in this Service Schedule;
 - the Supplier must notify the referrer if they are unable to contact the client.

- b. Booking Appointments:
- the Supplier is responsible for the administration and booking of appointments with the Client unless otherwise agreed with ACC that they will assist in this process;
 - within three business days of receiving a referral the Supplier must contact the Client and arrange an appointment at a suitable time;
 - the Supplier will encourage the Client to take an appointment that results in them being seen as soon as possible;
 - the Supplier must notify ACC if they are unable to contact the Client within three business days of receiving the referral;
 - the Supplier must reconfirm the appointment time with the Client two business days before the appointment unless the appointment has been made within two business days of the appointment time.
- c. Appointment availability:
- the Supplier will keep a minimum of four appointments available per fortnight for exclusive use for the VMS. This will be measured as an average across a 42 week year to account for holidays, sickness and general absence;
 - the Supplier must advise ACC and the Provider of Vocational Rehabilitation Services of their availability;
 - if the Supplier has not filled a reserved VMS appointment time five business days prior to the set appointment, the Supplier may use this time for other purposes.
- d. When arranging appointments that require Service Provider travel, the Supplier must endeavour to minimise the cost to ACC of such travel.
- e. An unbooked Appointment time fee may be payable where ACC requests the Service Provider to travel and books out the Service Provider's time for appointments for the entire day, and some of those appointments are not filled.

8.2. For VMA services

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

9. Records Management and Reporting

9.1. Records management

- a. The Service Provider will keep clinical records of assessments and reviews and a file note for any Liaison service provided;
- b. No records are required to be kept by the Service Provider for case conferences as the facilitator of a case conference will keep a record of the meeting and provide a copy to the Service Provider.

9.2. The Service Provider will write a report for each Service.

- a. VRR – narrative report following a format as per Operational Guidelines;
- b. Section 103 – narrative report following a format as per Operational Guidelines;
- c. Section 105 – narrative report following a format as per Operational Guidelines;
- d. IMA – narrative report following a format as per Operational Guidelines;
- e. VIMA – narrative report following a format as per Operational Guidelines.

9.3. Where the injury diagnosis has changed, the Service Provider must notify ACC in writing.

9.4. The Supplier will provide a copy of the report and invoice for the service to ACC within eight business days after completing an assessment or review.

9.5. The Supplier will provide a copy of the report to the referrer and others identified to the Client as being applicable to receive the report such as the GP or certifying medical practitioner.

9.6. Reports will be sent by secure email.

9.7. In the event that reports do not meet quality requirements, reports will be resubmitted with amendments within two business days of request by ACC.

9.8. Where the Service Provider identifies a Client may be at risk without intervention by ACC, the Service Provider will notify ACC with immediate effect; and general practitioner or treatment provider if there is an acute medical risk or psychological risk in the case of sensitive claims.

9.9. The Service Provider may use relevant and current information from an IMA to complete an AC Act Section 103 report on request by ACC.

10. Client's Exit from Service

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

11. Maintaining Links with Health Services

11.1. The Supplier will ensure that linkages are maintained with the following Services:

- a. VOC;
- b. General Practitioners;
- c. Local employers;
- d. Relevant treatment providers;
- e. Occupational medicine clinical colleagues;
- f. Relevant ACC staff.

12. Quality Requirements

12.1. Suppliers will meet the quality requirements in the Standard Terms and Conditions document. Suppliers will also meet the requirements below.

- a. Provide this Service in accordance with the VMS Operational Guidelines
 - Where there is a conflict or inconsistency between the Operational Guidelines and this Service Schedule, this Service Schedule will take precedence.
- b. Service Provider requirements
 - The Supplier will ensure Services are provided by Service Providers who are listed as an Approved Service Provider in Appendix 4 – Table 5
 - Minimum qualifications and eligibility criteria of Service Providers to provide VMS are set out in Table 1 below.

Table 1: Qualification requirements to provide VMS

Qualifications to provide VMS
Registered Medical Practitioner with a current Annual Practising Certificate which includes Vocational Registration in either: <ul style="list-style-type: none">- General practice- Occupational medicine- Rehabilitation medicine Having completed vocational training through either: <ul style="list-style-type: none">- The Royal NZ College of GPs having been awarded the Fellowship of the RNZCGP (FRNZCGP) and holds either a Diploma in Industrial Health (DIH); or Postgraduate Diploma in Occupational Medicine (PG Dip Occ Med) or equivalent;- Vocationally Registered in Occupational Medicine;- Australasian Faculty of Rehabilitation Medicine (AFRM) having been awarded the Fellowship of the AFRM (FAFRM) Medical Practitioners undertaking training as a fellow: Registered Medical Practitioner with a current Annual Practising Certificate currently undertaking vocational training

Qualifications to provide VMS

to achieve a post-graduate qualification and fellowship as described above may also be eligible to provide Vocational Medical Services.

- If the assessor is going to be providing VIMAs they will need to comply with clause 27 of Schedule 1 of the Act which sets out the VIMA assessor’s qualification requirements.
- For IMAs they need to comply with section 93.

- Service Providers must have a minimum of two years current experience working in an occupational area with a minimum of four hours per week on average to provide VMS. This may include:
 - pre-employment health assessments;
 - assessment of fitness for work during and after illness, disease, injury;
 - advising on preventing / minimising work related illness, disease, injury;
 - undertaking medical assessments on behalf of the Ministry of Social Development;
 - working in a Union Health Service or for an organisation as an occupational medical practitioner.
- Service Providers must have demonstrated skills, competencies and knowledge to provide VMS as set out in Table 2 below.

Table 2: Minimum demonstrated skills, competencies and knowledge

Knowledge, skills and competencies	VMS Service Providers excluding VIMA	VIMA Service Providers
Demonstrated Clinical Leadership	✓	✓
Demonstrated Cultural Competency within organisational policies and procedures	✓	✓
Translating clinical findings to applicable work restrictions	✓	✓ (expert)
Setting out factors for a client management plan	✓	
Analysis of findings	✓	✓
Roles and responsibilities in facilitating workplace accommodation	✓	✓ (expert)
Roles of stakeholders in return to work (including vocational rehabilitation suppliers, primary healthcare, employers, ACC)	✓	✓
Risks and benefits of returning to work whilst recovering from injury	✓	✓ (expert)

Knowledge, skills and competencies	VMS Service Providers excluding VIMA	VIMA Service Providers
Health information privacy and associated legislation	✓	✓ (expert)
Issues associated with assessing fitness for work including: <ul style="list-style-type: none"> - fitness in safety-critical roles - working with machinery - working at heights - working in confined spaces - working with the public - cognitive and high attention tasks 	✓	✓ (expert)

c. Quality Reporting: VMS Suppliers must meet the following quality reporting requirements:

- all mandatory fields of reports are complete;
- timeframes for completing and submitting reports to ACC have been met;
- reports are written clearly and succinctly and include all relevant information;
- there is congruence between opinions and findings;
- recommendations have clear rationales.

d. Professional development

- The Supplier will respond to reports issued by ACC that identify opportunities for improvement to the standard of reporting;
- The Service Provider will attend at least one peer review or continuing education meeting each year which will be facilitated by ACC.

e. Adverse Findings

- The Supplier will tell ACC if any adverse findings (for example an incident, which caused client harm or had high potential to cause harm through an act or omission) are made by a professional disciplinary body or the Health and Disability Commissioner about the Supplier and/or a Service Provider.

13. Timeframes

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

Service	Must...	Within...
All VMS other than VMA	Decline the referral. Refer to clause 5 and 8.1	two Business days of receiving it. Note: If the referral contains inadequate information, the Supplier may request further details from ACC.
	Book Appointments with the client. Refer to clause 8.1	three Business days of accepting the referral.
	Notify the Client Services Staff if they are unable to contact the client. Refer to clause 8.1	three Business days of accepting the referral.
	Supplier must reconfirm the appointment time with the Client. Refer to clause 8.1	two Business days before the appointment. Note: Unless the appointment has been made within two business days of the appointment time.
VMA Services	Provide the Liaison Service	two Business days of receiving the request
	Agree on a suitable time for a case conference Refer to clause 8.2	one Business day
Record management and reporting	Provide a copy of the report to ACC and invoice for the service Refer to clause 9.4	eight Business days after completing and assessment or review
	Amendments to the report	two Business days of request by ACC

APPENDIX 2 – CHARGES

1. Service Items and Charges

1.1. The Supplier may invoice ACC for the services undertaken according to the prices in the following table:

Table 3 – Pricing Table

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMA01	Liaison	Receiving and responding to email or phone requests as described in Appendix 1, clause 2.1 (a). Note clause 7.2 applies	\$120.34	Set fee per liaison
VMA02	Case Conference	Providing advice and clinical leadership as described in Appendix 1, clause 2.1 (b). Note clause 7.2 applies	\$361.03	Set fee per case conference
VMR01	Vocational Rehabilitation Review – Standard	Standard Vocational Rehabilitation Review [VRR] Assessment & Report - As described in Appendix 1, clause 2.2 (a), (b) & (d). Note clause 7.2 applies	\$631.81	Set fee per review
VMR01T	Telehealth: Vocational Rehabilitation Review – Standard	Telehealth: Standard Vocational Rehabilitation Review [VRR] Assessment & Report - As described in Appendix 1, clause 2.2 (a), (b) & (d). Note clause 7.2 applies	\$631.81	Set fee per review
VMR02	Vocational Rehabilitation Review Communication	Communication - As described in Appendix 1, clause 2.2 (c) Must be billed in conjunction with a Vocational Rehabilitation Review [VRR]	\$306.87	Hourly rate
VMR02T	Telehealth: Vocational Rehabilitation Review Communication	Telehealth: Communication - As described in Appendix 1, clause 2.2 (c) Must be billed in conjunction with a Vocational Rehabilitation Review [VRR]	\$306.87	Hourly rate
VMR05	Vocational Rehabilitation Review - Complex	Complex Vocational Rehabilitation Review [VRR] Assessment and Report - As described in Appendix 1, clause 2.2	\$888.38	Per assessment report

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		(a), (b), (d) & (e). Note clause 7.2 applies		
VMR05T	Telehealth: Vocational Rehabilitation Review - Complex	Telehealth: Complex Vocational Rehabilitation Review [VRR] Assessment and Report - As described in Appendix 1, clause 2.2 (a), (b), (d) & (e). Note clause 7.2 applies	\$888.38	Per assessment report
VMI01	IMA – Standard	IMA services as described in Appendix 1, clause 2.3 (a)-(c)	\$888.38	Per assessment report
VMI01T	Telehealth: IMA Standard	Telehealth: IMA services as described in Appendix 1, clause 2.3 (a)-(c)	\$888.38	Per assessment report
VMI02	IMA – Complex	IMA services as described in Appendix 1, clause 2.3 (a)-(c) for a Client who meet the criteria in Appendix 1, clause 2.3 (d).	\$1,173.34	Per assessment report
VMI02T	Telehealth: IMA Complex	Telehealth: IMA services as described in Appendix 1, clause 2.3 (a)-(c) for a Client who meet the criteria in Appendix 1, clause 2.3 (d).	\$1,173.34	Per assessment report
VMV01	VIMA – Standard	VIMA services as described in Appendix 1, clause 2.4 (a)-(c)	\$984.61	Per assessment report
VMV02	VIMA - Complex	VIMA Complex services as described in Appendix 1, clause 2.4 (a)-(c) for a Client who meets the criteria in Appendix 1, clause 2.4(d).	\$1,263.58	Per assessment report
VMR03	Reassessment Vocational Rehabilitation Review	As described in Appendix 1, clause 2.5 (a) where a repeat VRR is required to provide information on a Client's progress subsequent to a completed VRR.	\$541.54	Per assessment report
VMR03T	Telehealth: Reassessment Vocational Rehabilitation Review	Telehealth: As described in Appendix 1, clause 2.5 (a) where a repeat VRR is required to provide information on a Client's progress subsequent to a completed VRR.	\$541.54	Per assessment report

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMI03	Reassessment IMA	As described in Appendix 1, clause 2.5 (a) where a repeat IMA is required to provide information on a Client's progress subsequent to a completed IMA	\$631.81	Per assessment report
VMI03T	Telehealth: Reassessment IMA	Telehealth: As described in Appendix 1, clause 2.5 (a) where a repeat IMA is required to provide information on a Client's progress subsequent to a completed IMA	\$631.81	Per assessment report
VMV03	Reassessment VIMA	As described in Appendix 1, clause 2.5 (a) where a repeat VIMA is required to provide information on a Client's progress subsequent to a completed VIMA	\$722.07	Per assessment report
VMS01	Section 103 Report	As described in Appendix 1, clause 8.9 where The Service provider when requested may use relevant information from an IMA to complete AC Act Section 103 report on request from ACC.	\$270.78	Per report
VMS01T	Telehealth: Section 103 Report	Telehealth: As described in Appendix 1, clause 9.9 where The Service provider when requested may use relevant information from an IMA to complete AC Act Section 103 report on request from ACC.	\$270.78	Per report
VMS02	Section 103 Assessment & Report	Section 103 Assessment & Report - As described in Appendix 1 Clause 2.6.	\$920.66	Per assessment report
VMS02T	Telehealth: Section 103 Assessment & Report	Telehealth: Section 103 Assessment & Report - As described in Appendix 1 Clause 2.6.	\$920.66	Per assessment report
VMS03	Section 105 Assessment & Report	Section 105 Assessment & Report - As described in Appendix 1, clause 2.7.	\$920.66	Per assessment report

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMS03T	Telehealth: Section 105 Assessment & Report	Telehealth: Section 105 Assessment & Report - As described in Appendix 1, clause 2.7.	\$920.66	Per assessment report
VMSDNA	Non-attendance fee	Non-Attendance Fee is payable when a Client fails to attend scheduled appointment without giving two business days prior notification to the Service Provider. The Service Provider must notify the Client's Claims Manager.	\$393.85	Per each unattended appointment
VMSU	Un-booked Appointment Time	Un-booked Appointment time is payable when a Supplier travels to an area outside their usual service area at the request of ACC and there is an unfilled appointment time within the block booking. Only payable for appointments which are never filled and where the Non-Attendance fee cannot be claimed. Maximum of 4 hours per day.	\$153.45	Per hour or part thereof
VMSTD10	Travel Distance	A contribution towards travel costs will be made, where return travel via the most direct, practicable route from the facility base or worker residence (whichever is the closest) to the Client contact point exceeds 20 km. Only the distance in excess of the initial 20 km may be claimed. If travel includes more than one Client payment is on a pro-rata basis.	\$0.70	Per kilometre

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMSTT5	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 20 km 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>	\$153.45	Actual travel time per hour or part thereof
VMSTT1	Travel Time – subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under VMSTT5, 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 	\$306.87	Actual travel time after the first hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		<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: 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.</p>		
VMSTA1	Air Travel	<p>Air travel when a Service Provider is:</p> <ul style="list-style-type: none"> • 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 • air travel is necessary <p>Note: ACC will only pay for actual and reasonable costs and receipts must be retained and produced if requested by ACC. 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

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMSAC	Accommodation	<p>Payable when a Provider has been requested by ACC to provide Services in an outlying area that is not the Service Provider's usual area of residence or practice and overnight accommodation is necessary.</p> <p>ACC will pay actual and reasonable accommodation costs of up to a maximum of \$258.28 plus GST per day with prior ACC Claims Manager approval and receipts provided.</p> <p>Hotels – Maximum of \$172.19 + GST per night</p> <p>Meal and Incidental Allowances – Actual and reasonable up to the following maximums \$86.09 + GST per 24 hour period where overnight stay is required.</p> <p>No reimbursement for alcohol, including mini-bar expenses</p>	Actual and reasonable cost	Per night
VMSTD7	Remote Clinic Fee	Payable where a Provider is requested by ACC to conduct a clinic in an outlying area that is not the Provider's usual area of residence or practice and as a result is required to hire rooms for the specific purpose of providing Services.	\$56.64	Per client

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VMST6	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 20 km <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

2. Price Reviews

- 2.1. 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:
- a. general inflation;
 - b. changes in service component costs;
 - c. substantial changes in the market.
- 2.2. If ACC finds that the factors we take into account have not had a significant impact on price, the prices will remain unchanged.
- 2.3. 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.

APPENDIX 3 – POINTS OF CONTACT

1. Day to Day Contact

- 1.1. The ACC Engagement and Performance Manager is the first point of contact for any Supplier contract queries.
- 1.2. Visit the ACC website to locate the:
 - a. contact details of ACC Engagement and Performance Managers.
 - b. escalation process for resolving issues (under 'For providers', 'resolving issues').

2. Notices

- 2.1. A formal or legal communication from one party to the other must be addressed as shown in table 4:

Table 4 – Address for Notices (refer to clause 23 of the Standard Terms and Conditions)

Address for Notices		
	ACC's address	Supplier's address
For the attention of:	Procurement Specialist	
Copy to Contract Manager	Manager Health Procurement & Contracting	
Delivery address:	ACC Health Procurement Justice Centre 19 Aitken Street Wellington 6011	
Postal address:	ACC Health Procurement PO Box 242 Wellington 6140 Attention: Procurement Specialist	
Phone:	0800 400 503	
Email:	Health.Procurement@acc.co.nz	

APPENDIX 4 – SERVICE PROVIDERS

1. Approved Service Providers

- 1.1. Only Approved Service Providers (as detailed in the following table) may provide the specified Services to ACC clients.

Table 5 – Approved Providers for the provision of VMS

Name of Approved Service Provider	Vocational Classification	ACC Provider Number	VMS SP Services Offered	Base Location	Service Region / TLA Coverage

2. Process for Obtaining Approval of New Approved Service Providers

- 2.1. The Supplier may, at any time during the Term of this Service Schedule make a written request to ACC to add a Service Provider.
- 2.2. Suppliers must complete the Supplier sections of the Application Form and ensure the form is completed correctly by the Provider and submitted to ACC with all the supporting documents
- 2.3. 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.
- 2.4. 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.

3. Process for Removing Approved Service Providers

- 3.1. The Supplier may, at any time during the Term of this Service Schedule, 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 5 Working Days after receipt of the Supplier’s notice by ACC.
- 3.2. ACC may, at any time during the Term of this Service Schedule, 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 Service Schedule, within 5 Business Days after the Supplier’s receipt of ACC’s notice. ACC shall not issue such a notice arbitrarily.

APPENDIX 5 – REPORTING REQUIREMENTS

The Supplier will monitor and manage the quality and performance of the Service by:

- a. advising ACC of any issues the Supplier has in relation to the Assessment process; or
- b. ACC providing a full response to any enquiry or request for information by ACC, when reasonably requested by ACC.