



# SERVICE SCHEDULE FOR VOCATIONAL REHABILITATION SERVICES

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

## A. QUICK REFERENCE INFORMATION

### 1. TERM FOR PROVIDING VOCATIONAL REHABILITATION SERVICES

- 1.1 The Term for the provision of Vocational Rehabilitation Services is the period from 1 March 2021 (“Start date”) until 30 April 2026 (“End date”) or such earlier date upon which the Term 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. 1.3 There is no obligation on the part of ACC to extend the Term.

### 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 4)

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### 3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 15)

**Table 1 - Service Items and Prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
Stay at Work				
VRS20	Stay at Work One (Supplier approved)	Expected Outcomes as per Table 3 achieved within min of 10 Business days	\$910.37	Set fee Paid on Service level start Max one per Service
VRS21	Stay at Work One (ACC approved)	Expected Outcomes as per Table 3 achieved within min of 10 Business days	\$910.37	Set fee Paid on prior approval Max one per Service

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
VRS22	Stay at Work Two	Expected Outcomes as per Table 3 achieved within 10 weeks of commencement	\$1,056.20	Set fee Paid on Service level start Max one per Service
VRS23	Stay at Work Three	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$657.37	Set fee Paid on prior approval Max one per Service
VRS24	Stay at Work Exceptional	Expected Outcomes as per Table 3 achieved within six weeks of the commencement per package payment	\$303.96	Set fee Paid on prior approval Max three per Service
VRS25	Stay at Work Initial Functional Rehabilitation	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$714.98	Set fee Paid on Service level start Max one per Service
VRS26	Stay at Work Follow Up Functional Rehabilitation	Expected Outcomes as per Table 3 achieved within four weeks of commencement	\$572.00	Set fee Paid on prior approval Max one per Service
<b>Back to Work</b>				
VRB11	Back to Work One	Expected Outcomes as per Table 3 achieved within min of 10 Business days	\$935.64	Set fee Paid on prior approval Max one per Service
VRB12	Back to Work Two	Expected Outcomes as per Table 3 achieved within 10 weeks of commencement	\$1,150.32	Set fee Paid on Service level start Max one per Service
VRB13	Back to Work Three	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$657.37	Set fee Paid on prior approval Max one per Service

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
VRB14	Back to Work Exceptional	Expected Outcomes as per Table 3 achieved within six weeks of the commencement per package payment	\$303.96	Set fee Paid on prior approval Max three per Service
VRB15	Back to Work Initial Functional Rehab	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$858.01	Set fee Paid on prior approval Max one per Service
VRB16	Back to Work Follow Up Functional Rehab	Expected Outcomes as per Table 3 achieved within four weeks of commencement	\$572.00	Set fee Paid on prior approval Max one per Service
VRB17	Back to Work Obtain Work Trial Set Up	Expected Outcomes as per Table 3 achieved within a minimum of one week of commencement	\$590.67	Set fee Paid on Service level start Max one per Service (Further units require ACC approval)
VRB18	Back to Work Obtain Work Trial Monitoring	Expected Outcomes as per Table 3 achieved within a minimum of three weeks of commencement	\$886.02	Set fee Paid on Service level start. Max one per Service (Further units require ACC approval)
<b>Pathway to Employment</b>				
VRP01	Pathway to Employment One	Expected Outcomes as per Table 3 achieved within min of 10 Business days	\$1,142.58	Set fee Paid on prior approval Max one per Service
VRP02	Pathway to Employment Two	Expected Outcomes as per Table 3 achieved within 10 weeks of commencement	\$1,445.42	Set fee Paid on Service level start Max one per Service

<b>Service Item Code</b>	<b>Service Item Description</b>	<b>Service Item Definition</b>	<b>Price (excl. GST)</b>	<b>Pricing Unit</b>
VRP03	Pathway to Employment Three	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$657.37	Set fee Paid on prior approval Max one per Service
VRP04	Pathway to Employment Exceptional	Expected Outcomes as per Table 3 achieved within six weeks of the commencement per package payment	\$303.96	Set fee Paid on prior approval Max three per Service
VRP05	Pathway to Employment Initial Functional Rehab	Expected Outcomes as per Table 3 achieved within six weeks of commencement	\$1,000.98	Set fee Paid on prior approval Max one per Service
VRP06	Pathway to Employment Follow up Functional Rehab	Expected Outcomes as per Table 3 achieved within four weeks of commencement	\$572.00	Set fee Paid on prior approval Max one per Service
VRP07	Pathway to Employment Obtain Work Trial Set Up	Expected Outcomes as per Table 3 achieved within a minimum of one week of commencement	\$590.67	Set fee Paid on Service level start. Max one per Service. (Further units require ACC approval)
VRP08	Pathway to Employment Obtain Work Trial Monitoring	Expected Outcomes as per Table 3 achieved within a minimum of three weeks of commencement	\$886.02	Set fee Paid on Service level start. Max one per Service (Further units require ACC approval)
Other				
VRJ02	Job Search	Expected Outcomes as per Table 3 achieved within 12 weeks of commencement	\$1,241.04	Package Price Paid on referral
VR01	Standalone Workplace Assessment	Expected Outcomes as per Part B, clause 5.3	\$509.09	Package Price Paid on referral Max one per Service

NOTE: for non-exceptional travel, less than 150 kilometres per round trip for a workplace visit is included in Package rates – invoicing starts from the 150th kilometre to completion of the trip – i.e. not from the first kilometre to the completion of the trip.

Contribution to exceptional travel time and distance can be claimed if the round trip for a workplace visit exceeds 150 kilometres.

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
VRTD5	Travel Distance if the distance travelled is greater than 150 kilometres per round trip	A contribution towards travel costs where return travel: is via the most direct, practicable route from the facility, base or Service provider's home (whichever is closest); and, exceeds 150 km in total for the claimants' workplace assessment/ visits round trip	\$0.82	Per km
VRTT2	Travel Time if the distance travelled is greater than 150km per round trip	A contribution towards travel costs where return travel: is via the most direct, practicable route from the facility, base or Service provider's home; and exceeds 150 km in total for the claimants' workplace assessment/ visits round trip	\$146.58	Per hour or part thereof

## Price Review

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

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

If ACC provides a price increase, the Supplier must agree to any adjustment in writing. The price increase will take effect from a date specified by ACC.

#### 4. RELATIONSHIP MANAGEMENT (PART B, CLAUSE 14)

### Table 2 - Relationship Management

Level	ACC	Supplier
Client	Recovery Team / Recovery Team Member	Individual staff or operational contact
Relationship and performance management	Engagement & Performance Manager	Operational contact or National Manager
Service Management	Portfolio Team or equivalent	National Manager
Strategic Relationship Management - Innovations and new ways of working	Health Partner	National Manager

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

**NOTICES FOR ACC TO:**

ACC Health Procurement  
Justice Centre (for deliveries)  
19 Aitken Street  
Wellington 6011  
P O Box 242 (for mail)  
Wellington 6140  
Marked: "Attention: Procurement Partner"  
Phone: 0800 400 503  
Email: [health.procurement@acc.co.nz](mailto:health.procurement@acc.co.nz)

**NOTICES FOR SUPPLIER TO:**

\_\_\_\_\_ (for deliveries)

\_\_\_\_\_ (for mail)

Marked: "Attention: \_\_\_\_\_, \_\_\_\_\_"  
Phone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

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## **B. SERVICE SPECIFICATIONS FOR VOCATIONAL REHABILITATION SERVICES**

### **1. PURPOSE**

- 1.1 ACC wishes to purchase Vocational Rehabilitation Services which will result in a Client achieving one of the following outcomes, (referred to as “their Expected Outcome” in this Service Schedule):
  - 1.1.1 Same job, same employer;
  - 1.1.2 Modified job, same employer;
  - 1.1.3 New job, same employer,or where none of clauses 1.1.1. to 1.1.3. are practicable, whichever is the most cost effective of the following:
  - 1.1.4 Similar job, new employer;
  - 1.1.5 Modified job, new employer;
  - 1.1.6 New job, new employer;
  - 1.1.7 Work ready and vocationally independent;
  - 1.1.8 Maximum employment participation.
- 1.2 The Supplier must deliver Services in line with the following principles:
  - 1.2.1 Person-centred: a pro-active Service that recognises that different people have different needs and may require different approaches and resources to achieve an Outcome.
  - 1.2.2 Rehabilitation is ideally achieved at work: the employer plays a key role.
  - 1.2.3 Self-management: empowering the Client and employer with self-management strategies.
  - 1.2.4 Effective communication: engaging with the external team (whānau, employer, Treating providers and ACC) to deliver an integrated Service.
  - 1.2.5 Right Service, right time: responsive to the Client’s needs and level of complexity.
- 1.3 Services shall be delivered to achieve equitable Outcomes for Māori and with an understanding of the cultural norms and realities of living (and receiving support) as Māori.
- 1.4 The Services must be provided in accordance with the following:
  - 1.4.1 Operational Guidelines for Vocational Rehabilitation Services; and
  - 1.4.2 Managed Rehabilitation Equipment Service (MRES) Operational Guidelines.



- 1.5 If there is a conflict between any Operational Guidelines and this Service Schedule, the provisions of this Service Schedule take precedence.

## **2. SERVICE OBJECTIVES**

- 2.1 ACC will measure the success of this Service based on the following objectives:
- 2.1.1 The Client achieves a sustainable and meaningful return to work as set out in clause 1.1;
  - 2.1.2 The Service is efficient and effective in supporting the Client to return to work;
  - 2.1.3 The Client, their whānau, employer, Treating providers and ACC are respected, listened to and engaged, leading to a positive experience for those involved;
  - 2.1.4 Equitable Outcomes are achieved for Māori and other population groups.
- 2.2 Clause 11 sets out how ACC measures and monitors Supplier performance.
- 2.3 Performance and monitoring measures and targets may be adjusted on a yearly basis by variation in response to feedback, data collection and analysis.
- 2.4 Where improvements to Service delivery are identified as needed by ACC, the Supplier will work with ACC to develop Service improvements.

## **3. SERVICE COMMENCEMENT**

- 3.1 Eligibility for Service
- 3.1.1 A Client is eligible to receive this Service when:
    - 3.1.1.1 they have suffered a personal injury in terms of the AC Act for which a claim for cover has been accepted (covered injury) and is:
      - 3.1.1.1.1 eligible to receive Weekly compensation; or
      - 3.1.1.1.2 likely, unless he or she has Vocational Rehabilitation, to be entitled to Weekly compensation; or
      - 3.1.1.1.3 on parental leave; or
      - 3.1.1.1.4 no longer entitled to Weekly compensation because they've reached the NZ Superannuation Qualifying Age.
  - 3.1.2 Where there is uncertainty on whether a Client meets the eligibility criteria in clause 3.1.1, ACC will determine if Service is approved.

### 3.2 Referral process:

- 3.2.1 For Services that require ACC approval, ACC will refer Clients in writing to the Supplier. The referral will include:
  - 3.2.1.1 The Client's name, contact details, claim number and description of their injury; and
  - 3.2.1.2 The type of Service required; and
  - 3.2.1.3 The Expected Outcome or Outcomes for the Client as specified in clause 1.1. and the expected duration for achieving the Expected Outcome; and
  - 3.2.1.4 Other information as appropriate, including barriers to return to work, the Client's employer details, Treating provider details and copies of any relevant reports.
- 3.2.2 The Supplier may return any written referral to ACC, seeking additional information prior to accepting the referral if the referral does not contain the information outlined in clause 3.2.1. or the referral for the Service is considered unnecessary and inappropriate.
- 3.2.3 The Supplier will accept and commence Service for all referrals unless the Supplier can demonstrate:
  - 3.2.3.1 The Supplier does not have the capacity to provide the Services within the contracted timeframe or that which has been agreed to with ACC.
  - 3.2.3.2 An actual or perceived Conflict of interest exists or may reasonably arise relating to delivery of any part of the Service.
- 3.2.4 The Supplier will notify ACC that the referral has been declined or that more information is required within two Business days of receiving the referral.
- 3.2.5 For Stay at Work One Services that do not require ACC approval, the Supplier can commence Service provided the following criteria is satisfied:
  - 3.2.5.1 The Client is eligible to receive Weekly compensation from ACC; and
  - 3.2.5.2 The Client has a medical certificate which states an incapacity for work; and
  - 3.2.5.3 The Client has a need for outsourced Vocational Rehabilitation and is unable to self-manage their return to work; and
  - 3.2.5.4 The Client is not already receiving ACC-funded Vocational Rehabilitation from another Supplier; and

3.2.5.5 The Client has been referred to the Supplier for Vocational Rehabilitation from either;

3.2.5.5.1 The Client's current employer; or

3.2.5.5.2 The Client's GP; or

3.2.5.5.3 The Client's rehabilitation provider under the following ACC-funded rehabilitation services:

- (a) Concussion Services; or
- (b) Training for Independence; or
- (c) Pain Management Programme; or
- (d) Psychology Services; or
- (e) Integrated Care Pathways Musculoskeletal.

3.2.5.6 The Supplier will immediately notify ACC that a Stay at Work Service has been commenced.

3.2.6 To avoid doubt, ACC may (in its absolute discretion) withhold referrals to the Supplier where, in ACC's view, the Supplier has not complied with the reporting and/or performance requirements set out at Part B, clause 11 and Part B, clause 12 of this Service Schedule to an acceptable standard.

### 3.3 Service commencement:

3.3.1 After accepting the referral, the Supplier shall contact the Client, employer and Treating providers to arrange an initial assessment.

3.3.2 The initial assessment shall be completed within four Business days of accepting the referral, excluding referrals for the Pathway to Employment Service.

### 3.4 Second Vocational Rehabilitation Services

3.4.1 Clients cannot be referred for the same Service type as listed in clause 5.1. within three months of being discharged from the Service. If further Services are required under the same Service type within three months of discharge, Services will resume under the previous referral.

## 4. SERVICE LOCATION AND SPECIFIED AREA (PART A, CLAUSE 2)

4.1 The Service will be provided by the Supplier for Clients in the geographical areas specified in Part A, clause 2.

4.2 The Supplier shall maintain a core team of Service providers in each of the regions specified in Part A, clause 2, who have the necessary skills and experience to undertake the Service.

- 4.3 The Supplier will notify ACC within two Business days of becoming aware of any current or future changes in circumstances that prevents or may prevent the Supplier from meeting the requirements of clause 4.2. above.
- 4.4 The Standalone Workplace Assessment must be delivered at the Client's place of pre-injury employment.
- 4.5 The Service will be provided in the Client's workplace, home or other appropriate community location. Workplace-based rehabilitation is preferred where appropriate.
- 4.6 Back to Work Services, Pathway to Employment Services and Job Search Services may be provided at the Supplier's premises or the Client's prospective new workplace.

## 5. SERVICE REQUIREMENTS

- 5.1 The Supplier must have the capability and the capacity to provide all the following Services:
  - 5.1.1 Standalone Workplace Assessment
  - 5.1.2 Stay at Work
  - 5.1.3 Back to Work
  - 5.1.4 Pathway to Employment
  - 5.1.5 Work Specific Functional Rehabilitation
  - 5.1.6 Obtain Work Trial Set Up and Monitoring
  - 5.1.7 Job Search Service
- 5.2 The following table gives an overview of Service delivery requirements:

***Table 3 – Service types, purpose and timeframes***

Service Type	Purpose and Timeframes
Standalone Workplace Assessment	<p>The Standalone Workplace Assessment is used to determine the tasks and functional demands of a Client's pre-injury job and is completed at the Client's place of pre-injury employment.</p> <p>This Service will be referred to the Supplier by ACC.</p> <p>For further detail see clause 5.3.</p>
Stay at Work One, Two, Three and Exceptional.	<p>Stay at Work Services are for Clients who are expected to achieve one or more of the following outcomes:</p> <ol style="list-style-type: none"> <li>1. Same job, same employer;</li> <li>2. Modified job, same employer;</li> <li>3. New job, same employer.</li> </ol> <p>This Service will be referred to the Supplier by ACC.</p> <p>Timeframes:</p>

Service Type	Purpose and Timeframes
	<ul style="list-style-type: none"> <li>• Clients will remain in Stay at Work One for a minimum of 10 Business days.</li> <li>• Clients will remain in Stay at Work Two for up to a further 10 weeks.</li> <li>• Clients will remain in Stay at Work Three for up to a further six weeks.</li> <li>• Clients will remain in Stay at Work Exceptional for up to a further six weeks:</li> <li>• ACC can approve a maximum of three Stay at Work Exceptional.</li> </ul> <p>For further detail see clauses 5.4 - 5.8</p>
Back to Work One, Two, Three and Exceptional.	<p>Back to Work Services are for Clients who are expected to achieve one or more of the following Outcomes:</p> <ol style="list-style-type: none"> <li>4. Similar job, new employer;</li> <li>5. Modified job, new employer;</li> <li>6. New job, new employer;</li> <li>7. Work ready and vocationally independent;</li> <li>8. Maximum employment participation.</li> </ol> <p>This Service will be referred to the Supplier by ACC.</p> <p>Timeframes:</p> <ul style="list-style-type: none"> <li>• Clients will remain in Back to Work One for a minimum of 10 days.</li> <li>• Clients will remain in Back to Work Two for up to a further 10 weeks.</li> <li>• Clients will remain in Back to Work Three for up to a further six weeks.</li> <li>• Clients will remain in Back to Work Exceptional for up to a further six weeks:</li> <li>• ACC can approve a maximum of three Back to Work Exceptional.</li> </ul> <p>For further detail see clauses 5.9 – 5.13</p>
Pathway to Employment One, Two, Three and Exceptional.	<p>Pathway to Employment Services are for Clients with complex needs who are expected to achieve one or more of the following Outcomes:</p> <ol style="list-style-type: none"> <li>1. Same job, same employer;</li> <li>2. Modified job, same employer;</li> <li>3. New job, same employer;</li> <li>4. Similar job, new employer;</li> <li>5. Modified job, new employer;</li> <li>6. New job, new employer;</li> <li>7. Work ready and vocationally independent;</li> <li>8. Maximum employment participation.</li> </ol> <p>This Service will be referred to the Supplier by ACC.</p> <p>Timeframes:</p> <ul style="list-style-type: none"> <li>• Clients will remain in Pathway to Employment One for a minimum of 10 Business days.</li> <li>• Clients will remain in Pathway to Employment Two for up to a further 10 weeks.</li> <li>• Clients will remain in Pathway to Employment Three for up to a further six weeks.</li> </ul>

Service Type	Purpose and Timeframes
	<ul style="list-style-type: none"> <li>• Clients will remain in Pathway to Employment Exceptional for up to a further six weeks: ACC can approve a maximum of three Pathway to Employment Exceptional.</li> </ul> <p>For further detail see clauses 5.14 – 5.18.</p>
Work Specific Functional Rehabilitation	<p>Under Stay at Work, Back to Work and Pathway to Employment Services Clients can receive this Service in addition to the Vocational Rehabilitation Services provided. The Supplier may provide the Stay at Work Initial Functional rehabilitation where they have assessed the Client as requiring it.</p> <p>The Supplier may make a request to ACC to provide Stay at Work Follow Up Functional Rehabilitation Services or Back to Work or Pathway to Employment Initial or Follow Up Functional Rehabilitation Services.</p> <p>Timeframes:</p> <ul style="list-style-type: none"> <li>• Clients will remain in Initial Functional Rehab for a minimum of six weeks.</li> <li>• Clients will remain in Follow Up Functional Rehab for a further four weeks.</li> </ul> <p>For further detail see clause 5.19.</p>
Obtain Work Trial Service (Back to Work Pathway to Employment only)	<p>Under Back to Work Two and above; and Pathway to Employment Services Clients can receive this Service in addition to the Vocational Rehabilitation Services provided. The Supplier may provide these Services once per claim without ACC approval. The Supplier may make a request to ACC to provide additional Obtain Work Trial Set Up and Obtain Work Trial Monitoring Services.</p> <p>Timeframes:</p> <ul style="list-style-type: none"> <li>• Clients will remain in Set Up for a minimum of one week.</li> <li>• Clients will remain in Monitoring for a minimum of three weeks.</li> </ul> <p>For further detail see clause 5.20.</p>
Job Search	<p>The Job Search Service is for a Client for whom a Vocational Independence Occupational Assessment and Vocational Independence Medical Assessment have been completed and the Client has been assessed as being vocationally independent.</p> <p>This Service will be referred to the Supplier by ACC.</p> <ul style="list-style-type: none"> <li>• Services may be provided over a 12-week period unless advised by ACC that the Client can exit the Service.</li> </ul> <p>For further detail see clause 5.21</p>

### 5.3 Standalone Workplace Assessment

- 5.3.1 The Standalone Workplace Assessment is used to determine the tasks and functional demands of a Client's pre-injury job.

- 5.3.2 The Supplier shall undertake the assessment at the Client's place of pre-injury employment, unless otherwise agreed by ACC.
- 5.3.3 The Supplier will complete a workplace assessment report to record the findings of the assessment.
- 5.3.4 The report will be complete and contain enough details about the nature of the Client's pre-injury job to enable ACC to use the report for onward decision-making.
- 5.4 Stay at Work Services
  - 5.4.1 Stay at Work Services are for Clients who are expected to achieve one or more of the following Outcomes:
    - 5.4.1.1 Same job, same employer
    - 5.4.1.2 Modified job, same employer
    - 5.4.1.3 New job, same employer.
  - 5.4.2 The expected timeframe for achieving the Outcome is set at Stay at Work One and can only be changed if clinically appropriate and agreement is reached between ACC and the Supplier.
- 5.5 Stay at Work One
  - 5.5.1 All Clients who require the Stay at Work Service are referred into Stay at Work One.
  - 5.5.2 All Clients will remain in Stay at Work One for a minimum of 10 Business days from the date of the initial workplace assessment.
  - 5.5.3 The Supplier will provide the following Service components during Stay at Work One at a minimum:
    - 5.5.3.1 A completed workplace assessment and report of the Client's pre-injury role.
    - 5.5.3.2 Identifying the Client's capability to undertake work tasks.
    - 5.5.3.3 A return to work plan that will graduate the Client back to their pre-injury role as the Client's capacity improves.
    - 5.5.3.4 Identifying and addressing obstacles, barriers or concerns to ensure the Client can effectively participate in their return to work plan.
    - 5.5.3.5 Contact with the Client, employer and Certifying provider to establish agreement and sign off for the return to work plan. Others involved in the Client's recovery (e.g. their whānau and other Treating providers) should be contacted if required to coordinate the return to work.

- 5.5.3.6 Educating the Client, employer and Certifying provider on appropriate and effective self-management strategies. Others involved in the Client's recovery (e.g. their whānau and other Treating providers) should be educated in supporting the Client as appropriate.
  - 5.5.3.7 The fitting and trialling of simple equipment to facilitate staying at work.
  - 5.5.3.8 Identifying and notifying ACC of any additional support that should be provided outside of the Service (e.g. follow up contact by ACC).
- 5.5.4 Clients will exit the Service after Stay at Work One when:
  - 5.5.4.1 They have achieved their Expected Outcome or will achieve their Expected Outcome within a further 10 Business days, or
  - 5.5.4.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC, or
  - 5.5.4.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.
- 5.6 Stay at Work Two
  - 5.6.1 Clients will only progress to Stay at Work Two when:
    - 5.6.1.1 All Service components outlined under clause 5.5. have been provided, and
    - 5.6.1.2 Services have been provided under Stay at Work One for a minimum of 10 Business days since the date of the initial workplace assessment, and
    - 5.6.1.3 The Client requires further In-person support to address obstacles, barriers or concerns preventing their Expected Outcome from being achieved, and
    - 5.6.1.4 Vocational Rehabilitation Services are required for more than a further 10 Business days, and
  - 5.6.2 Stay at Work Two should commence within three months of the completion of Stay at Work One. The first day of Stay at Work Two should be:
    - 5.6.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services, and



- 5.6.2.2 Considering that all Vocational Rehabilitation Services should be completed within 10 weeks from the commencement of Stay at Work Two.
- 5.6.3 Clients will remain in Stay at Work Two for up to 10 weeks from the commencement of Stay at Work Two.
- 5.6.4 The Supplier shall provide the following Service components during Stay at Work Two at a minimum:
  - 5.6.4.1 In-person support to address obstacles, barriers or concerns preventing the Client's Expected Outcome from being achieved. This includes the completion of one or more of the following Service components, but is not limited to:
    - 5.6.4.1.1 Workplace visits to identify duties, review job demands and modify the workplace environment, including the fitting or trialling of equipment.
    - 5.6.4.1.2 Case conferences or meetings with Treating or Certifying providers to negotiate and obtain agreement on the return to work plan.
  - 5.6.4.2 Support via the phone or email to address obstacles, barriers or concerns preventing the Client's Expected Outcome from being achieved. This includes the completion of one or more of the following Service components, but is not limited to:
    - 5.6.4.2.1 Promoting and coordinating the return to work plan.
    - 5.6.4.2.2 Providing appropriate clinical advice to improve the Client's coping strategies for the purpose of assisting the Client to return to work.
    - 5.6.4.2.3 Identifying and coordinating training and up-skilling required to complete alternative tasks to assist the Client to return to work.
    - 5.6.4.2.4 Providing essential information to ACC on the Client's progress and identified issues, including immediately reporting non-compliance.
  - 5.6.4.3 Updating the return to work plan when appropriate.
  - 5.6.4.4 Educating the Client, employer and Certifying provider (and where appropriate the Treating provider) on managing the return to work with the use of effective self-management strategies. This supports the expectation that Vocational Rehabilitation Services are completed within 10 weeks from the commencement of Stay at Work Two.

- 5.6.5 Clients will exit the Service during or after Stay at Work Two when:
- 5.6.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days, or
  - 5.6.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC, or
  - 5.6.5.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.

5.7 Stay at Work Three

- 5.7.1 Clients will only progress to Stay at Work Three when:
- 5.7.1.1 All Service components outlined under clause 5.6.4. have been provided; and
  - 5.7.1.2 Services have been provided under Stay at Work Two for 10 weeks from the commencement of Stay at Work Two; and
  - 5.7.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved; and
  - 5.7.1.4 The Client requires further In-person support; and
  - 5.7.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
  - 5.7.1.6 A request for Stay at Work Three has been approved by ACC.
- 5.7.2 Stay at Work Three should start within three months of the completion of Stay at Work Two. The first day of Stay at Work Three should be:
- 5.7.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services, and
  - 5.7.2.2 Considering that all Vocational Rehabilitation Services should be completed within six weeks from the commencement of Stay at Work Three.
- 5.7.3 Clients will remain in Stay at Work Three for up to six weeks from the commencement of Stay at Work Three.
- 5.7.4 The Supplier shall provide the Service components listed under clause 5.7.1. at a minimum.

- 5.7.5 Clients will exit the Service during or after Stay at Work Three when:
- 5.7.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days, or
  - 5.7.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC, or
  - 5.7.5.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.

## 5.8 Stay at Work Exceptional

- 5.8.1 Clients will only progress to Stay at Work Exceptional when:
- 5.8.1.1 All Service components outlined under clause 5.7. have been provided, and
  - 5.8.1.2 Services have been provided under Stay at Work Three for six weeks from the commencement of Stay at Work Three, and
  - 5.8.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved, and
  - 5.8.1.4 The Client requires further In-person support, and
  - 5.8.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days, and
  - 5.8.1.6 A request for Stay at Work Exceptional has been approved by ACC.
- 5.8.2 Stay at Work Exceptional should start within three months of the completion of Stay at Work Three. The first day of Stay at Work Exceptional should be:
- 5.8.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services, and
  - 5.8.2.2 Considering that all Vocational Rehabilitation Services should be completed within a maximum of six weeks from the commencement of Stay at Work Exceptional.
- 5.8.3 Clients will remain in Stay at Work Exceptional for up to a maximum of six weeks from the commencement of Stay at Work Exceptional.
- 5.8.4 The Supplier shall provide the Service components listed under clause 5.7. at a minimum, with the requirement for In-person support being optional.

- 5.8.5 Clients will exit the Service during or after Stay at Work Exceptional when:
  - 5.8.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further maximum of 10 Business days, or
  - 5.8.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC, or
  - 5.8.5.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.
- 5.8.6 A maximum of three Stay at Work Exceptional Service items can be approved. Each iteration of Stay at Work Exceptional must commence within three months of the previous iteration being completed.
- 5.9 Back to Work Services
  - 5.9.1 Back to Work Services are for Clients who are expected to achieve one or more of the following Outcomes:
    - 5.9.1.1 Similar job, new employer;
    - 5.9.1.2 Modified job, new employer;
    - 5.9.1.3 New job, new employer;
    - 5.9.1.4 Work ready and vocationally independent;
    - 5.9.1.5 Maximum employment participation.
  - 5.9.2 The expected timeframe for achieving the Outcome is set at Back to Work One and can only be changed if clinically appropriate and agreement is reached between ACC and the Supplier.
  - 5.9.3 An Initial Occupational Assessment (IOA) report and Initial Medical Assessment (IMA) report should be provided with the referral or have been referred for and a report is pending, to be sent as soon as possible.
- 5.10 Back to Work One
  - 5.10.1 All Clients who require the Back to Work Service are referred into Back to Work One.
  - 5.10.2 All Clients will remain in Back to Work One for a minimum of 10 Business days from the date of the initial assessment.

5.10.3 The Supplier will provide the following Service components during Back to Work One at a minimum:

- 5.10.3.1 An initial assessment and report to identify and plan the vocational support required for the Client to achieve the Outcome. Where indicated, this may include a workplace assessment of a new job with a new employer.
- 5.10.3.2 Identifying and addressing obstacles, barriers or concerns to ensure the Client can effectively participate in their back to work plan. This includes obtaining quotes for any skill development or training that will be provided by another vendor in agreement with ACC as part of the back to work plan.
- 5.10.3.3 Contact with the Client, employer and Certifying provider to establish agreement and sign off for the back to work plan. Others involved in the Client's recovery (e.g. their whānau and other Treating providers) should be contacted if required to coordinate the back to work.
- 5.10.3.4 Educating the Client, employer and Certifying provider on appropriate and effective self-management strategies. Others involved in the Client's recovery (e.g. their whānau and other Treating providers) should be educated in supporting the Client as appropriate.
- 5.10.3.5 Identifying and notifying ACC of any additional support that should be provided outside of the Service (e.g. follow up contact by ACC).

5.10.4 Clients will exit the Service after Back to Work One when:

- 5.10.4.1 They have achieved the Outcome or will achieve the Outcome within a further 10 Business days, or
- 5.10.4.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC, or
- 5.10.4.3 The barriers preventing a back to work have been addressed and there is agreement and clinical support for the back to work plan.

## 5.11 Back to Work Two

5.11.1 Clients will only progress to Back to Work Two when:

- 5.11.1.1 All Service components outlined under clause 5.10.3. have been provided; and

- 5.11.1.2 Services have been provided under Back to Work One for 10 Business days from the date of the initial workplace assessment; and
  - 5.11.1.3 The Client requires further In-person support to address obstacles, barriers or concerns preventing the Outcome from being achieved; and
  - 5.11.1.4 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
  - 5.11.1.5 An Initial Medical Assessment and Initial Occupational Assessment have been completed and the report has been provided to both ACC and the Supplier.
- 5.11.2 Back to Work Two should start within three months of the completion of Back to Work One. The first day of Back to Work Two should be:
- 5.11.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
  - 5.11.2.2 Considering that all Vocational Rehabilitation Services should be completed within 10 weeks from the commencement of Back to Work Two.
- 5.11.3 Clients will remain in Back to Work Two for up to 10 weeks from the commencement of Back to Work Two.
- 5.11.4 The Supplier shall provide the following Service components during Back to Work Two at a minimum:
- 5.11.4.1 Pre-employment preparation as appropriate, including, but not limited to:
    - 5.11.4.1.1 Development of a Curriculum Vitae;
    - 5.11.4.1.2 Interview preparation and techniques;
    - 5.11.4.1.3 Teaching job search strategies and skills, including accessing the labour market;
    - 5.11.4.1.4 Training or skill development specific to identified employment options (including literacy development and communication skills).
  - 5.11.4.2 In-person support to address obstacles, barriers or concerns preventing an Outcome from being achieved. This includes the completion of one or more of the following Service components, but is not limited to:
    - 5.11.4.2.1 Workplace visits to identify duties, review job demands and modify the workplace environment, including the fitting or trialling of complex equipment;

- 5.11.4.2.2 Case conferences or meetings with Treating or Certifying providers to negotiate and obtain agreement on the back to work plan.
  - 5.11.4.3 Support via the phone or email to address obstacles, barriers or concerns preventing an Outcome from being achieved. This includes the completion of one or more of the following Service components, but is not limited to:
    - 5.11.4.3.1 Promoting and coordinating the back to work plan;
    - 5.11.4.3.2 Providing appropriate clinical advice to improve the Client's coping strategies for the purpose of assisting the Client to return to work;
    - 5.11.4.3.3 Identifying and coordinating training and up-skilling required to complete alternative tasks to assist the Client to return to work;
    - 5.11.4.3.4 Identifying and coordinating training and up-skilling as part of the back to work plan;
    - 5.11.4.3.5 Identifying suitable job or Obtain Work Trial opportunities;
    - 5.11.4.3.6 Providing essential information to ACC on the Client's progress and identified issues, including immediately reporting non-compliance.
  - 5.11.4.4 Updating the back to work plan when appropriate.
  - 5.11.4.5 Educating the Client, employer and Certifying provider (and where appropriate the Treating provider) on managing the back to work with the use of effective self-management strategies. This supports the expectation that Vocational Rehabilitation Services are completed within 10 weeks from the commencement of Back to Work Two.
- 5.11.5 Clients will exit the Service after Back to Work Two when:
  - 5.11.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or
  - 5.11.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their back to work independently or with the support of their whānau, employer, Treating providers or ACC; or
  - 5.11.5.3 The barriers preventing a back to work have been addressed and there is agreement and clinical support for the back to work plan.

## 5.12 Back to Work Three

### 5.12.1 Clients will only progress to Back to Work Three when:

- 5.12.1.1 All Service components outlined under clause 5.11.1. have been provided; and
- 5.12.1.2 Services have been provided under Back to Work Two for 10 weeks from the commencement of Back to Work Two; and
- 5.12.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved; and
- 5.12.1.4 The Client requires further In-person support; and
- 5.12.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
- 5.12.1.6 A request for Back to Work Three has been approved by ACC.

### 5.12.2 Back to Work Three should start within three months of the completion of Back to Work Two. The first day of Back to Work Three should be:

- 5.12.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
- 5.12.2.2 Considering that all Vocational Rehabilitation Services should be completed within six weeks from the commencement of Back to Work Three.

### 5.12.3 Clients will remain in Back to Work Three for up to six weeks from the commencement of Back to Work Three.

### 5.12.4 The Supplier shall provide the Service components listed under clause 5.11.4 at a minimum.

### 5.12.5 Clients will exit the Service after Back to Work Three when:

- 5.12.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or
- 5.12.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC; or
- 5.12.5.3 The barriers preventing a back to work have been addressed and there is agreement and clinical support for the back to work plan.



## 5.13 Back to Work Exceptional

### 5.13.1 Clients will only progress to Back to Work Exceptional when:

- 5.13.1.1 All Service components outlined under clause 5.12. have been provided; and
- 5.13.1.2 Services have been provided under Back to Work Three for six weeks from the commencement of Stay at Work Three; and
- 5.13.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved; and
- 5.13.1.4 The Client requires further In-person support; and
- 5.13.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
- 5.13.1.6 Any additional entry criteria outlined in the Operational Guidelines have been met; and
- 5.13.1.7 A request for Back to Work Exceptional has been approved by ACC.

### 5.13.2 Back to Work Exceptional should start within three months of the completion of Back to Work Three. The first day of Back to Work Exceptional should be:

- 5.13.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
- 5.13.2.2 Considering that all Vocational Rehabilitation Services should be completed within six weeks from the commencement of Back to Work Exceptional.

### 5.13.3 Clients will remain in Back to Work Exceptional for up to six weeks from the commencement of Back to Work Exceptional.

### 5.13.4 The Supplier shall provide the Service components listed under clause 5.12. at minimum, with the requirement for In-person support being optional.

### 5.13.5 Clients will exit the Service after Back to Work Exceptional when:

- 5.13.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or
- 5.13.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC; or

- 5.13.5.3 The barriers preventing a back to work have been addressed and there is agreement and clinical support for the back to work plan.
  - 5.13.6 A maximum of three Back to Work Exceptional Service items can be approved. Each iteration of Stay at Work Exceptional must commence within three months of the previous iteration being completed.
- 5.14 Pathway to Employment Services
  - 5.14.1 Pathway to Employment Services are for Clients with complex needs who are expected to achieve one or more of the Outcomes listed in clause 1.1.
  - 5.14.2 Complex, for the purpose of this Service Schedule, is referenced as a claim being managed by the Partnered Recovery team.
  - 5.14.3 Where the Expected Outcome to be achieved is one or more of the following Outcomes, the Services listed under Stay at Work, clause 5.4. to 5.8. will be provided:
    - 5.14.3.1 Same job, same employer;
    - 5.14.3.2 Modified job, same employer;
    - 5.14.3.3 New job, same employer.
  - 5.14.4 Where the Expected Outcome to be achieved is one or more of the following Outcomes the Services listed under Back to Work, clause 5.9. to 5.13. will be provided:
    - 5.14.4.1 Similar job, new employer;
    - 5.14.4.2 Modified job, new employer;
    - 5.14.4.3 New job, new employer;
    - 5.14.4.4 Work ready and vocationally independent;
    - 5.14.4.5 Maximum employment participation.
  - 5.14.5 Where the Expected Outcome is unknown at the time of referral, the Supplier should identify the preferred Outcome in Pathway to Employment One and reach agreement with ACC.
  - 5.14.6 The expected timeframe for achieving the Outcome is set at Pathway to Employment One and can only be changed if clinically appropriate and agreement is reached between ACC and the Supplier.
- 5.15 Pathway to Employment One
  - 5.15.1 All Clients who require the Pathway to Employment Service are referred into Pathway to Employment One by ACC.
  - 5.15.2 The Supplier will provide the Service components listed in clauses 5.4 or 5.9. depending on the Expected Outcome to be achieved.

- 5.15.3 Clients will exit the Service after Pathway to Employment One when:
- 5.15.3.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or
  - 5.15.3.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their back to work independently or with the support of their whānau, employer, Treating providers or ACC; or
  - 5.15.3.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.

## 5.16 Pathway to Employment Two

- 5.16.1 Clients will only progress to Pathway to Employment Two when:
- 5.16.1.1 All Service components outlined under clause 5.15. have been provided; and
  - 5.16.1.2 Services have been provided under Pathway to Employment One for 10 Business days from the date of the initial workplace assessment; and
  - 5.16.1.3 The Client requires further In-person support to address obstacles, barriers or concerns preventing the Outcome from being achieved; and
  - 5.16.1.4 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
- 5.16.2 Pathway to Employment Two should start within three months of the completion of Pathway to Employment One. The first day of Pathway to Employment Two should be:
- 5.16.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
  - 5.16.2.2 Considering that all Vocational Rehabilitation Services should be completed within 10 weeks from the commencement of Pathway to Employment Two.
- 5.16.3 The Supplier shall provide the Service components listed under clause 5.15. depending on the Expected Outcome to be achieved.
- 5.16.4 Clients will remain in Pathway to Employment Two for up to 10 weeks from the commencement of Pathway to Employment Two.
- 5.16.5 Clients will exit the Service after Pathway to Employment Two when:
- 5.16.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or

- 5.16.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their back to work independently or with the support of their whānau, employer, Treating providers or ACC; or
- 5.16.5.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.

## 5.17 Pathway to Employment Three

### 5.17.1 Clients will only progress to Pathway to Employment Three when:

- 5.17.1.1 All Service components outlined under clause 5.16. have been provided; and
- 5.17.1.2 Services have been provided under Pathway to Employment Two for 10 weeks since the commencement of Pathway to Employment Two; and
- 5.17.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved; and
- 5.17.1.4 The Client requires further In-person support; and
- 5.17.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
- 5.17.1.6 Any additional entry criteria outlined in the Operational Guidelines have been met; and
- 5.17.1.7 A request for Pathway to Employment Three has been approved by ACC.

### 5.17.2 Pathway to Employment Three should start within three months of the completion of Pathway to Employment Two. The first day of Pathway to Employment Three should be:

- 5.17.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
- 5.17.2.2 Considering that all Vocational Rehabilitation Services should be completed within six weeks from the commencement of Pathway to Employment Three.

### 5.17.3 The Supplier shall provide the Service components listed under clause

### 5.17.4 5.4. or 5.9. depending on the Expected Outcome to be achieved.

### 5.17.5 Clients will remain in Pathway to Employment Three for up to six weeks from the commencement of Pathway to Employment Three.

- 5.17.6 Clients will exit the Service after Pathway to Employment Three when:
- 5.17.6.1 They have achieved the Outcome or will achieve the Outcome within a further 10 Business days; or
  - 5.17.6.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC; or
  - 5.17.6.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.

#### 5.18 Pathway to Employment Exceptional

- 5.18.1 Clients will only progress to Pathway to Employment Exceptional when:
- 5.18.1.1 All Service components outlined under clause 5.17. have been provided; and
  - 5.18.1.2 Services have been provided under Pathway to Employment Three for six weeks; and
  - 5.18.1.3 Exceptional circumstances outside of the Service provider's control have resulted in complex obstacles, barriers or concerns arising or continuing to prevent the Outcome from being achieved; and
  - 5.18.1.4 The Client requires further In-person support; and
  - 5.18.1.5 Vocational Rehabilitation Services are required for more than a further 10 Business days; and
  - 5.18.1.6 Any additional entry criteria outlined in the Operational Guidelines have been met; and
  - 5.18.1.7 A request for Pathway to Employment Exceptional has been approved by ACC.
- 5.18.2 Pathway to Employment Exceptional should start within three months of the completion of Pathway to Employment Three. The first day of Pathway to Employment Exceptional should be:
- 5.18.2.1 When it is most clinically appropriate for the Client to receive further Vocational Rehabilitation Services; and
  - 5.18.2.2 Considering that all Vocational Rehabilitation Services should be completed within six weeks from the commencement of Pathway to Employment Exceptional.
- 5.18.3 The Supplier shall provide the Service components listed under clause 5.17. depending on the Expected Outcome to be achieved, with the requirement for In-person support being optional.

- 5.18.4 Clients will remain in Pathway to Employment Exceptional for up to six weeks from the commencement of Pathway to Employment Exceptional.
- 5.18.5 Clients will exit the Service after Pathway to Employment Exceptional when:
  - 5.18.5.1 They have achieved their Expected Outcome or will achieve the Outcome within a further 10 Business days; or
  - 5.18.5.2 They have been provided with effective self-management strategies and it is clinically appropriate for them to manage their return to work independently or with the support of their whānau, employer, Treating providers or ACC; or
  - 5.18.5.3 The barriers preventing a return to work have been addressed and there is agreement and clinical support for the return to work plan.
- 5.18.6 A maximum of three Pathway to Employment Exceptional Service items can be approved. Each iteration of Stay at Work Exceptional must commence within three months of the previous iteration being completed.
- 5.19 Work Specific Functional Rehabilitation Service
  - 5.19.1 For Clients receiving Stay at Work, Back to Work and Pathway to Employment Services, Clients can also receive Work Specific Functional Rehabilitation in addition to the Vocational Rehabilitation Services provided. Work Specific Functional Rehabilitation is provided by either a Physiotherapist, Occupational Therapist or Psychologist. Support personnel can be utilised to support the delivery of Services, Personal Trainers and Gym Instructors may be utilised to monitor an existing programme but not progress a treatment plan. Refer to Appendix One: Staff qualifications, experience and professional membership.
  - 5.19.2 The purpose of the Work Specific Functional Rehabilitation Service is to provide Clients with timely access to specialist functional assessment, rehabilitation and treatment Services to address work specific barriers preventing a sustainable return to work. Functional Rehabilitation should not be provided within the packages of funding for Stay at Work, Back to Work or Pathway to Employment Services.
  - 5.19.3 The key objectives of Work Specific Functional Rehabilitation Services include:
    - 5.19.3.1 Accurate assessment, treatment and rehabilitation planning to address work specific functional barriers. Work specific functional barriers include functional barriers preventing the Client from completing identified employment options.

- 5.19.3.2 Provision of task and context specific rehabilitation in areas essential to the Client's pre-injury job or identified job options. Where applicable, incorporating exercises that mimic what the Client does at their pre-injury job or in an identified job option.
- 5.19.3.3 Educating the Client on the management of their injury, injury prevention and completing exercises independently.
- 5.19.4 Service philosophies (specific to Work Specific Functional Rehabilitation):
  - 5.19.4.1 Services must address work specific barriers that cannot be addressed through a graduated return to work, work trial or with the support of Treating providers.
  - 5.19.4.2 Services must be necessary and appropriate, be provided an appropriate number of times and at the appropriate time and place.
  - 5.19.4.3 Service providers should engage with the Client's existing Treating providers to ensure the successful delivery of the specific functional rehabilitation plan.
- 5.19.5 Service eligibility:
  - 5.19.5.1 The Client is currently receiving Services within either a Stay at Work, Back to Work or Pathway to Employment programme; and
  - 5.19.5.2 A work specific functional barrier has been identified and cannot be addressed through gradually introducing work tasks over time, a work trial, alternative duties or with the support of a Treating provider; and
  - 5.19.5.3 A request for Work Specific Functional Rehabilitation has been approved by ACC. Stay at Work Initial Functional Rehabilitation does not require prior approval by ACC.
- 5.19.6 Service requirements:
  - 5.19.6.1 The Supplier will arrange any necessary appointments with the Client.
  - 5.19.6.2 The following Service components will be delivered under Initial Functional Rehabilitation at a minimum:
    - 5.19.6.2.1 An initial assessment to match the task or role specific functional demands with the Client's current functional demands.

- 5.19.6.2.2 Development of a work specific functional rehabilitation plan that includes the anticipated number of visits, goals, objectives and timeframes, including liaison with Treating providers as necessary.
  - 5.19.6.2.3 Follow up consultations in accordance with the rehabilitation plan developed at the initial assessment.
  - 5.19.6.2.4 Contact with existing Treating providers to obtain agreement and support of the plan's goals and objectives.
  - 5.19.6.2.5 A copy of the clinical notes is supplied to ACC, upon request by ACC.
- 5.19.7 Clients will exit Initial Functional Rehabilitation when:
- 5.19.7.1 The work specific functional barriers preventing a return to work have been addressed; or
  - 5.19.7.2 The work specific functional barriers can now be addressed through gradually introducing work tasks over time, a work trial, alternative duties or with the support of a Treating provider; or
  - 5.19.7.3 The Client can manage their own work specific functional rehabilitation plan with the assistance of their whānau, employer, Treating providers or ACC.
- 5.19.8 Clients will only progress to Follow Up Functional Rehabilitation when:
- 5.19.8.1 All Service components outlined under clause 5.19.6. have been provided; and
  - 5.19.8.2 Services have been provided under Initial Functional Rehabilitation for six weeks; and
  - 5.19.8.3 The work specific functional barrier remains and cannot be addressed through gradually introducing work tasks over time, a work trial, alternative duties or with the support of a Treating provider; and
  - 5.19.8.4 A request for Follow Up Functional Rehabilitation has been approved by ACC.
  - 5.19.8.5 Under Follow Up Functional Rehabilitation, the Supplier must provide the Service components listed under clause 5.19.6. for a minimum of four weeks.



- 5.19.9 Clients can receive each of the Initial and Follow Up Functional Rehabilitation Services only once unless ACC deems the circumstances exceptional.
- 5.19.10 Suppliers must ensure Clients are offered the 11 Point Global Rating of Change Scale to complete at the completion of a functional programme.
- 5.20 Obtain Work Trial Service
  - 5.20.1 The purpose of the Obtain Work Trial Service is to provide an opportunity to test a Client's capacity for work in an actual workplace which can also lead to employment options or demonstrating work readiness.
  - 5.20.2 The Obtain Work Trial Service is an additional Vocational Rehabilitation Service provided to Clients receiving Back to Work Two and Pathway to Employment Services Two and above.
  - 5.20.3 The Supplier must notify ACC immediately that a Obtain Work Trial is being set up.
  - 5.20.4 Key Objectives:
    - 5.20.4.1 The key objectives of Obtain Work Trial Services are:
      - 5.20.4.1.1 Test a Client's capacity for work in an actual workplace.
      - 5.20.4.1.2 Identification of work specific barriers which may prevent a Client from completing identified employment options and undertaking rehabilitation to address these work specific barriers.
      - 5.20.4.1.3 Provision of task and context specific rehabilitation in areas essential to the Client's identified job options.
      - 5.20.4.1.4 Educating the Client on the management, and prevention of their injury within a workplace environment.
      - 5.20.4.1.5 Aim to achieve 30 hours per week over the course of the Obtain Work Trial or the maximum hours achievable for the Client.
  - 5.20.5 Service eligibility:
    - 5.20.5.1 The Client is currently receiving Services within either a Back to Work Two or above or Pathway to Employment programme; and
    - 5.20.5.2 The Obtain Work Trial is in a work-type specified in the Client's Initial Medical Assessment as medically sustainable or likely to be medically sustainable.

5.20.6 Service requirements:

- 5.20.6.1 The Supplier is not required to seek prior approval of the Obtain Work Trial Services. However, the Supplier must notify ACC immediately that a Obtain Work Trial is being set up.
- 5.20.6.2 The Supplier must;
  - 5.20.6.2.1 Arrange all necessary appointments with the relevant parties involved in the Obtain Work Trial.
  - 5.20.6.2.2 Seek the acknowledgement of roles and responsibilities from the Obtain Work Trial employer and Client in accordance with the Operational Guidelines.
  - 5.20.6.2.3 Ensure the Client obtains medical clearance from the Client's Certifying provider before the commencement of any Work Trial.
  - 5.20.6.2.4 Ensure the Obtain Work Trial is for a minimum of three weeks.
  - 5.20.6.2.5 Ensure the work-type must be specified in the Client's Initial Medical Assessment as medically sustainable or likely to be medically sustainable.
  - 5.20.6.2.6 Undertake any necessary assessments to ensure the Obtain Work Trial is undertaken in a safe environment for the Client and the appropriate equipment provisions, if any, are sourced and provided.
- 5.20.6.3 The Supplier will provide information regarding the Obtain Work Trial as part of the Client Report Requirements in clause 6.3 under the Back to Work or Pathway to Employment Service or as requested by ACC.
- 5.20.6.4 The following Service components will be delivered by the Supplier under the Obtain Work Trial Set Up at a minimum:
  - 5.20.6.4.1 Assessment of the Client to match a work type assessed in their Initial Medical Assessment as currently medically sustainable or likely to be medically sustainable with a suitable work experience role and employer.
  - 5.20.6.4.2 Development of an Obtain Work Trial plan that includes the objectives, number of hours, goals and restrictions.

- 5.20.6.4.3 Liaison with the Client's employer, the Client's GP, ACC and the Client.
    - 5.20.6.4.4 Contact with existing Treating providers to obtain agreement and support of the plan's goals and objectives.
    - 5.20.6.4.5 Workplace assessment, if required.
    - 5.20.6.4.6 Gain medical clearance for the Obtain Work Trial from the Client's Medical Practitioner.
  - 5.20.6.5 The following Service components will be delivered under Obtain Work Trial Monitoring at a minimum:
    - 5.20.6.5.1 Follow up consultation(s) with the Client, employer and other relevant stakeholders, in accordance with the Obtain Work Trial plan;
    - 5.20.6.5.2 Monitoring the Obtain Work Trial, identifying and addressing barriers to a successful Outcome, modifying and progressing the plan as necessary.
- 5.20.7 Clients will exit the Obtain Work Trial Service when:
  - 5.20.7.1 All Service components outlined under clause 5.20.6 have been provided; and
  - 5.20.7.2 The Client's agreed goals are met, and ACC is satisfied with the completion report; or
  - 5.20.7.3 The Supplier has withdrawn Services with ACC's approval; or
  - 5.20.7.4 ACC has withdrawn the Client from the Service.
- 5.21 Job Search
  - 5.21.1 The Job Search Service is for a Client for whom a Vocational Independence Occupational Assessment (VIOA) and Vocational Independence Medical Assessment (VIMA) have been completed and the Client has been assessed as being vocationally independent.
  - 5.21.2 Services must be provided over a 12-week period from the date of referral acceptance, unless advised by ACC that the Client can exit the Service.
  - 5.21.3 The Supplier must provide the following Service components at a minimum:
    - 5.21.3.1 Development of a job search plan that matches a Client's capabilities with available employment opportunities and work types identified in the VI06 Claimant notification of compensation cessation.

- 5.21.3.2 Fortnightly job seeking advice and support in applying for employment opportunities.
- 5.21.3.3 Curriculum Vitae and cover letter modification to ensure the existing one is updated.
- 5.21.3.4 Proactively seeking suitable job opportunities, connecting the Client with employers, facilitating a positive and durable employment outcome for the Client.

## 5.22 Cultural responsiveness

- 5.22.1 The delivery of Services requires the Supplier to be aware of the specific cultural preferences of the Client; including but not limited to incorporating the role of the broader whānau, belief systems, communication styles and existing support mechanisms.

## 5.23 Vocational Training

- 5.23.1 Unless agreed to in writing, the Supplier is not responsible for the payment of training programmes or licenses that the Client requires, which have been approved in writing by ACC, and are not directly provided by the Supplier.

## 5.24 Sub-contracting

- 5.24.1 The Supplier may use subcontractors to deliver all or part of the Services. If the Supplier uses subcontractors, the Supplier will comply with sub clauses 16.2 to 16.5 of the Standard Terms and Conditions.

# 6. SERVICE SPECIFIC QUALITY REQUIREMENTS

## 6.1 Staff qualifications, experience and professional membership

- 6.1.1 The Supplier will maintain, at a minimum, a core team in each of the regions specified in Part A, clause 2. as specified:
  - 6.1.1.1 Health Professional Service providers: An Occupational Therapist, a Physiotherapist and a Psychologist (Optional: Social Worker, Registered Nurse, Medical Practitioner) and,
  - 6.1.1.2 Non-health Service providers: One of the following: Career Practitioner or Vocational Counsellor (Optional: Recruitment Consultant, Māori practitioner).
- 6.1.2 The Supplier must allocate referrals to Service providers with the appropriate qualifications, experience and skill level to match the Client's injury, needs and potential case complexity, the provider should be located within the Client's local community wherever possible.
- 6.1.3 The Supplier will meet and maintain the Staff qualifications, experience and professional membership requirements as set out in Appendix One.

- 6.1.4 The Supplier will have and maintain external certification by a JAS-ANZ or ISQua accredited auditing agency to either ISO9001:2008 Quality Management Systems or the Allied Health Services Sector Standard NZ8171:2005 (or any replacement or later version of this Standard).
- 6.1.5 If the Supplier is not re-certificated against either ISO9001:2008 Quality Management Systems or the Allied Health Services Sector Standard NZ8171:2005 during the Term, the Supplier must immediately notify ACC.
- 6.2 Cultural responsibility
- 6.2.1 The Supplier must:
- 6.2.1.1 Ensure an effective Māori voice at governance level and within your Service structure to set the strategic intent and monitor Māori engagement and Service development;
- 6.2.1.2 Partner with local Māori health groups to ensure cultural considerations and supports are facilitated effectively;
- 6.2.1.3 Develop and deliver a Māori cultural responsiveness Service plan.
- 6.3 Client Report Requirements
- 6.3.1 Reports will be completed in line with Table 4 – Client Report Requirements, Service Requirements and the Guidelines for Reporting as detailed in the Operational Guidelines for this Service.

**Table 4 – Client Report Requirements**

Service Type	Description of report	Due
Standalone Workplace Assessment	Workplace assessment report	Within two days of assessment
Stay at Work and Back to Work Services	Initial Report (Stay at Work plan or Back to Work plan)	Within two days of the initial assessment
	Progress Report: Request for further Service level (if required) e.g. Stay at Work Two	Five days prior to the first day of the next Service level
	Completion report	The same day as discharge
Pathway to Employment	Initial Report (return to work plan or back to work plan)	Within 10 days of the initial assessment
	Progress Report: Request for further Service level (if required) e.g. Pathway to Employment Two	Five days prior to the first day of the next Service level
	Completion report	The same day as discharge

Service Type	Description of report	Due
Work Specific Functional Rehabilitation	Discharge summary	The same day as discharge
Obtain Work Trial	Information provided as per the Back to Work and Pathway to Employment reporting requirements	As per the Back to Work and Pathway to Employment reporting requirements
Job Search	Job search plan	Within one day of the initial assessment
	Completion report	The same day as discharge

6.3.2 If reports do not meet quality requirements, the Supplier will resubmit the report with amendments within two Business days of request by ACC.

6.3.3 The Supplier must keep a record of the Services it provides. This record must be made available to ACC on request.

## **7. OTHER SUPPLIERS**

7.1 ACC reserves the right to appoint additional suppliers during the Term of the Contract. ACC will determine the most appropriate process for appointing additional suppliers based on the specific Service.

## **8. SERVICE EXIT**

8.1 Services are considered complete for a Client when:

8.1.1 The Client has been discharged by the Supplier as per the Service specific exit criteria, or.

8.1.2 There is agreement between ACC and the Supplier that the Client will exit the Service; or

8.1.3 ACC withdraws the referral for any reason.

8.2 ACC may request recommencement of Services under the previous referral if the employment outcome is unsuccessful or the Client requires further Services of the same Service type within three months of Service exit. Services recommence at the same Service level and duration of that Service level when previously discharged.

8.3 The Supplier will submit the necessary data as outlined in Table 4 through secure electronic transfer.

## **9. EXCLUSIONS**

- 9.1 The following Services are not purchased under this Service Schedule but may be purchased under other Service Schedules:
  - 9.1.1 Vocational Medical Services [VMS]
  - 9.1.2 Initial Occupational Assessment [IOA]
  - 9.1.3 Functional Capacity Evaluation [FCE]
  - 9.1.4 Neuropsychological Assessment [NPS]
  - 9.1.5 Psychological or Psychiatric Assessment
  - 9.1.6 Pain Management Service [PN]
  - 9.1.7 Psychological Services [PSYS]
  - 9.1.8 Training for Independence Service [TI]
  - 9.1.9 Living my Life Service [LML]
  - 9.1.10 Vocational Independence Occupational Assessment [VIOA]
  - 9.1.11 Physiotherapy Services [AHS]
  - 9.1.12 Concussion Services [CSS]

## **10. LINKAGES**

- 10.1 The Supplier will ensure that linkages are maintained with all treatment and rehabilitation Services that are being concurrently provided to a Client in order to ensure that a co-ordinated Service is delivered to the Client.
- 10.2 The Supplier will maintain good relationships and linkages with local employers and Treating providers to ensure the Service is delivered in a coordinated and integrated manner.
- 10.3 The Supplier may use Vocational Medical Services to provide clinical leadership, timely and responsive clinical advice, and support to a Client throughout their vocational rehabilitation.
  - 10.3.1 Where opinion has previously been provided on a claim by a Supplier of Vocational Medical Services the Supplier will ensure continuity of clinical opinion by using the same Supplier.
  - 10.3.2 Where an opinion has not been previously provided on a claim by a Supplier of Vocational Medical Services, the Supplier will ensure equitable referrals to each Supplier contracted to perform Vocational Medical Services in their local area.

## 11. PERFORMANCE REQUIREMENTS

- 11.1 ACC will measure and monitor Supplier performance against the key performance indicators outlined in Table 5 – Performance Measurement, complaints records and the reporting requirements outlined in Table 6 – Reporting Requirements.
- 11.2 To avoid doubt, to facilitate the accurate measurement of Supplier performance, it is essential to ACC that the Supplier correctly enters on its invoice the actual first date Services have commenced for a Client (ie. the initial Workplace Assessment date). Consistent failure to do so by the Supplier will be treated as a performance issue.
- 11.3 Trend data between comparable Suppliers will assist ACC and the Supplier to determine possible initiatives to improve the system and to identify practices that are working well.
- 11.4 The Supplier acknowledges and agrees that ACC may publish data related to the Services, key performance indicators and the Supplier's performance, which could include ACC's assessment of the Supplier's performance against the key performance indicators. To avoid doubt, any such publication is subject to the Privacy Act 2020.

**Table 5 – Performance Measurement**

Outcome	Frequency of monitoring and Data Source	Target	Performance measure
Clients achieve a sustainable and meaningful return to work as set out in clause 1.1	6-monthly ACC data (aligned to ACC standard reporting method on return to work).	For Stay at Work Services: 4 weeks ≥13% 7 weeks ≥ 30% 13 weeks ≥55% 26 weeks ≥85%	Return to work: % of Clients who achieve a full return to work at each milestone. Measured by Weekly compensation cessation from the first Service date of the Service.
		For Back to Work Services: 13 weeks ≥20% 26 weeks ≥35% 39 weeks ≥50% 52 weeks ≥60%	
		≥95%	Return to work sustainability: % of Clients who sustained their return to work for at least three months (Stay at Work, Back to Work and Pathway to Employment Services).
	Six-monthly Supplier reported data.	≤10%	<b>Re-entries:</b> number of re-entries into the same Service by Service type.



Outcome	Frequency of monitoring and Data Source	Target	Performance measure
The Service is efficient and effective in supporting the Client to return to work.	Six-monthly Supplier reported data	≤six days	Timeliness: Average time from referral date to initial report by Service type (excluding PTE).
	Six-monthly ACC data	One: ≥15% Two: <70% Three: <10% Exceptional: <5%	Service levels: % of Clients who have completed Services at each Service level.
		Initial Functional Rehab: SAW: ≤35% BTW: ≤60% and PTE: ≤80%	Service levels: % of Clients who receive work specific functional rehabilitation by Service level and Service type.
		Follow Up Functional Rehab (percentage of Initial Functional rehab Clients) SAW: ≤25% - BTW: ≤25% and PTE: ≤25%	
The Client, their whānau, employer, Treating providers and ACC are respected, listened and engaged, leading to a positive experience for those involved.	Six-monthly Supplier reported data	Client and employer experience survey results are discussed with the ACC	Client reported experience: 100% of Clients offered the opportunity to rate experience and provide feedback to the Supplier.
		Engagement and Performance Manager six monthly.	Employer reported experience: 100% of employers offered the opportunity to rate experience and provide feedback to the Supplier. (ACC will work with Suppliers to standardise a survey).

- 11.5 The Supplier will work with ACC to develop, collect, store and share agreed Client reported Outcome measures. This may extend to the completion of Outcome measurement tools or tools to measure or monitor work readiness.
- 11.6 ACC will review targets in consultation with the Supplier, as required, by collecting data and comparing the Supplier's performance against the performance of other Suppliers and overall national performance.

## 12. REPORTING REQUIREMENTS

- 12.1 The Supplier and ACC will report the following information using a template provided by ACC in accordance with Table 6 – Reporting Requirements:

**Table 6 – Reporting Requirements**

Information	Frequency	Responsibility	Via
ACC Report Six-monthly report on key quality metrics including monthly data on Referral Volumes, Timeliness, Service levels and any data exceptions.	Six-monthly	ACC	ACC to Supplier
Supplier Six-monthly Report Six-monthly report on the number of re-entries, number of referrals declined, breakdown of VRS20 referrer types, Client and employer related experience results and the continuous improvement and quality actions underway. Update on Staff and contractors employed and their qualifications and experience. Global Rating of Change Scale results.	Six-monthly	Supplier	Supplier via secure electronic transfer using ACC's template.
ACC Six-monthly Vocational Rehabilitation Services Report Six-monthly report on Vocational Rehabilitation Services Outcomes as listed in Table 5 – Performance Measurement. The report will also include: <ul style="list-style-type: none"><li>• Average cost: average cost per claim, including travel and the costs associated with other concurrent Services.</li><li>• Subsequent referrals: number of second and subsequent referrals for the same Service by Service type (within 12 months).</li><li>• Length of Service: Average time from date of referral to discharge date by Service type.</li><li>• Client demographics and trends.</li></ul>	Six-monthly	ACC	ACC to Supplier

- 12.2 All reports required by ACC must be submitted electronically using agreed formats or templates.

- 12.3 Reporting for Clients who identify as Māori will be separated out by Suppliers and submitted to ACC as a separate data set (via secure electronic transfer), to be used by ACC in the ACC Six-monthly Vocational Rehabilitation Services report for the purposes of monitoring performance in relation to Outcomes for Māori.
- 12.4 All reports listed in Table 6 – Reporting Requirements will be discussed at regular Supplier meetings.
- 12.5 The Supplier will report the following organisational information to ACC in addition to regular reporting requirements:
  - 12.5.1 Any change to accreditation status.
- 12.6 The Supplier will submit the Supplier Six-monthly Report within 10 working days from 31 October (for the period 1 May to 31 October and within 10 working days from 30 April (for the period 1 November to 30 April).

### **13. OPERATIONAL CONTACT**

- 13.1 During the Term of this Service Schedule the Supplier will nominate a person (as specified in Part A, clause 4 of this Service Schedule) to be the main contact for ACC who will undertake the functions of the Relationship Manager set out in clause 11 of the Standard Terms and Conditions.

### **14. RELATIONSHIP MANAGEMENT**

- 14.1 To ensure the continuing effective operation of the Service, formal working relationships are to be maintained as defined in Part A, clause 4, Table 2 - Relationship Management.

### **15. PAYMENT AND INVOICING**

- 15.1 Services prices are defined for this Service in Table 1 – Service Items and Prices.
- 15.2 ACC agrees to pay the prices set out in Table 1 – Service Items and Prices.
  - 15.2.1 Stay at Work One, Back to Work One and Pathways to Employment One will be paid once at the set fee on prior approval by ACC. Stay at Work One may also be initiated without prior approval from ACC. In this instance, the Service will be paid at the set fee on invoice to ACC. For clarity, a Supplier can only invoice for a VRS21 or a VRS20, not both Services.
  - 15.2.2 Stay at Work Two, Back to Work Two and Pathways to Employment Two will be paid once at the set fee on invoice to ACC, these Services do not require prior approval by ACC.

- 15.2.3 Stay at Work Three, Back to Work Three, Pathways to Employment Three, Stay at Work Exceptional, Back to Work Exceptional and Pathways to Employment Exceptional will be paid once at the set fee on prior approval by ACC.
  - 15.2.4 Stay at Work Initial Functional Rehabilitation will be paid at the set fee on invoice to ACC, these Services do not require prior approval by ACC.
  - 15.2.5 Stay at Work Follow Up Functional Rehabilitation, Back to Work, Pathway to Employment Initial and Follow up Functional Rehabilitation will be paid once at the set fee on prior approval by ACC.
- 15.3 ACC reserves the right to withhold referrals to a Supplier where reporting and/or performance requirements are not met to a quality standard.

## **16. TELEHEALTH**

- 16.1 Services can be delivered by Telehealth, where clinically appropriate. Services delivered by Telehealth must:
- 16.1.1 have Client or authorised representative consent (recorded in the clinical notes), and with the option of an In-person meeting if the Client prefers;
  - 16.1.2 be preceded by an initial risk assessment to ensure Client safety;
  - 16.1.3 meet the same required standards of care provided through an In-person consultation;
  - 16.1.4 have clinical records that meet ACC and professional body requirements;
  - 16.1.5 meet the requirements outlined in the standards/guidelines of the health provider's relevant regulatory body.
  - 16.1.6 have both the Client receiving the Telehealth Service, and the Treating provider delivering the Telehealth Service, physically present in New Zealand at the time the Service is provided.”<sup>1</sup>
- 16.2 If there is a difference between the regulatory body statements and what is stated in this Contract, then the Contract conditions take precedence.

## **17. DEFINITIONS AND INTERPRETATION**

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<sup>1</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.

**“Weekly compensation”** means compensation paid by ACC for loss of income or loss of the ability to earn money as a result of a Client’s injury. 80% of the Client’s pre-injury weekly earnings are paid, up to a weekly maximum. For a Client to be eligible for Weekly compensation, they need an ACC-covered injury, a medical certificate and to be an employee, self-employed or a shareholder-employee at the time of the accident.

**“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.

For the purposes of 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).

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

Where **‘face-to-face’** is used in contracts, it should be replaced with ‘In-person’. In-person is the terminology used by the Ministry of Health and the New Zealand Medical Council as they consider video calls can be interpreted as being face-to-face.

**“Operational Guidelines”** is the document produced by ACC which is updated from time-to-time to reflect the processes and procedures that will be followed in providing this Service;

**“Managed Rehabilitation Equipment Services (MRES)”** ACC contracts with a specialist supplier who manages the purchase, supply, recall and refurbishment of rehabilitation equipment on behalf of ACC. The rehabilitation equipment is provided to Clients to assist with daily living activities.

**“Certifying provider”** means a registered medical practitioner who may issue a certificate that a Client is ‘unfit for work’, ‘fit for selected duties’ or ‘fit for work’.

**“Treating provider”** The term ‘Treating provider’ is used to describe the range of treating providers a Client may engage with. The Treating provider and Vocational Rehabilitation Services Service provider have different roles in the Client’s recovery (even if they are being performed by the same company).

**“Work ready”** means the Client is reasonably expected to have the skills and function required to do at least one or more of the jobs identified in the Initial Medical Assessment to an entry level.

**“Obtain Work Trial”** means a short period of work experience with a designated employer in a specific work type assessed as appropriate for the Client in the Initial Medical Assessment. It is designed to:

- Provide an opportunity for the Client to trial the suitability of some job options;
- Provide an environment where the Client can apply their work skills and abilities;
- Allow the Client to re-establish work routines;
- Provide an opportunity for the Client to develop new skills.

## **18. GOVERNMENT PROCUREMENT RULES**

18.1 The Parties acknowledge that ACC must comply with the Government Procurement Rules (currently in its fourth edition, effective from 1 October 2019) and any associated guidance issued from time to time (referred to together as the “Procurement Rules”). In order to give effect to the Procurement Rules, the Parties agree to the additional matters set out in this clause 18.

18.2 The Parties agree that the Standard Terms and Conditions as they apply to this Service Schedule are amended as follows:

18.2.1 Clause 8.16(a) is replaced with the following wording: “comply, and ensure the Supplier’s personnel and Subcontractors comply, with all relevant health and safety legislation including the Health and Safety at Work Act 2015 (“HSAWA”);

18.2.2 Clause 9.3(c) is replaced with the following wording: “the use or disclosure is required or anticipated by the Procurement Rules, or required by law (including under the Official Information Act 1982), Ministers, or parliamentary convention”;

18.2.3 Clause 16.4(b) is replaced with the following wording: “any subcontract you sign is consistent with this Contract, and includes any other matter which ACC, acting reasonably, advises is necessary in order to ensure compliance with Rule 25 of the Government Procurement Rules”;

18.2.4 A new clause 8.5A is added after clause 8.5, as follows: “The Supplier must comply with the Supplier Code of Conduct issued by the Ministry of Business, Innovation, and Employment”;

18.2.5 A new clause 10.9 is added as follows, under a new heading ‘Payments to Subcontractors’: “You should pay your Subcontractors promptly and offer them payment terms no less favourable than in this Contract. If ACC becomes aware that the Supplier has not paid its Subcontractors without reasonable justification, then ACC may choose to pay those Subcontractors directly, and deduct those amounts from the Charges that would otherwise have been due to the Supplier”.

18.3 The Supplier must also:

- 18.3.1 perform the Services in a manner that gives appropriate regard to the protection of the natural environment, including by looking for opportunities to reduce emissions and waste impacts, such as by procuring and using low-waste and low emissions goods and services where practicable; and
- 18.3.2 comply, and ensure that its Subcontractors and personnel comply, with all relevant employment standards and laws (including obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, and the Holidays Act 2003). The Supplier will report any instances where it, or its personnel or subcontractors are being investigated by the Labour Inspectorate, or where the Supplier identifies that it has breached any of the legislation referred to in this paragraph (c).

## 19. APPENDICES

### 19.1 Appendix One: Staff qualifications, experience and professional membership

Registration and Professional Membership requirements – Health professional Service providers

Profession	Registration/Membership	APC
Occupational Therapist	Registered with the Occupational Therapy Board of New Zealand (OTBNZ).	Required
Physiotherapist	Registered with the Physiotherapy Board of New Zealand.	Required
Registered Nurse	Registered with the Nursing Council of New Zealand, with a Registered Nurse or Nurse Practitioner scope of practice.	Required
Medical Practitioner	Registered with the Medical Council of New Zealand and with a relevant vocational scope; or a relevant occupational medicine diploma; or an active trainee in the vocational training programme undertaken by the Australasian Faculty of Occupational and Environmental Medicine (AFOEM)	Required
Psychologist	Registered with the New Zealand Psychologists Board and membership of either NZ Psychological Society (NZPsS) or New Zealand College of Clinical Psychologists (NZCCP)	Required
Social Worker	Registered with the Social Workers Registration Board New Zealand (SWRB NZ)	Required

Professional Qualification and Membership requirements – Non-health Service providers

Profession	Registration/Membership
Career Practitioner	Fellow, Professional or Full member of the Career Development Association of New Zealand (CDANZ)
Vocational Counsellor	Full member of the Australian Society of Rehabilitation Counsellors (ASORC); or full member of the Rehabilitation Counselling Association of Australasia (RCAA)

Profession	Registration/Membership
Recruitment consultant	Individual Member (MRCSA) or part of a Corporate membership of the Recruitment and Consulting Services Association (RCSA)

NOTE: The Supplier is responsible for ensuring all Service providers meet the requirements above.

NOTE: The Supplier can use support personnel such as Māori cultural advisors or personal trainers with specific subject matter expertise to support the delivery of Services. Where this is the case, the Supplier will retain responsibility for ensuring that the Vocational Rehabilitation programme is specific to the Client's needs and that progress is monitored. At least 50% of the programme must be provided by one of the Health professionals or Non-health Service providers listed above.

### Professional Experience requirements

Profession	Experience
Health professional Service providers	<p>At least 50% of Health professionals delivering Services within a geographical region shall have at least 24 months' postgraduate experience of which a minimum of 12 months' experience shall be in delivering Vocational Rehabilitation Services.</p> <p>Where Health professionals have less than 24 months postgraduate experience or less than 12 months' experience delivering Vocational Rehabilitation Services, professional supervision must be provided for at least 12 months.</p>
Non-health Service providers	<p>At least 50% of Non-health Service providers delivering Services within a geographical region for a Supplier shall have at least 24 months' experience delivering Vocational Rehabilitation or career development services within the last five years.</p> <p>Where a Non-health Service provider has a tertiary qualification (level 6 or higher) and is affiliated with CDANZ but has less than 24 months' experience delivering Vocational Rehabilitation services or career development services within the last five years, professional supervision must be provided for at least 12 months.</p>

### Induction, on-going learning and professional development requirements:

Profession	Experience
All Service providers	<p>All Service providers must maintain a robust induction, continuous learning and professional development programme to support the acquisition and maintenance of Service provider's skills and knowledge specific to Vocational Rehabilitation and alignment with their professional competencies. This includes ensuring:</p> <ul style="list-style-type: none"> <li>• Providers have access to, and understand, all current organisational policies and procedures relevant to their work.</li> <li>• Providers have appropriate supervision and support and participate in peer review processes.</li> <li>• Providers are compliant with the professional code of conduct relevant to their particular qualification.</li> </ul>



Profession	Experience
	At least one person in the organisation's management structure must hold a qualification recognised as being sufficient to satisfy the requirements of delivering Vocational Rehabilitation Services and who is able to demonstrate at least three years' relevant vocational rehabilitation experience.
Service providers under supervision	<p>Professional supervision is a structured and collaborative process to enable critical reflection to support problem solving, improve competence and increase understanding of vocational rehabilitation. Professional supervision must be tailored to the needs of the person under supervision.</p> <p>A professional supervision plan must be in place for everyone under supervision. This plan will outline the development needs of the individual and evidence how the professional supervision promotes quality practice in a way that is tailored to the person under supervision. The supervision plan shall include evidence that:</p> <ul style="list-style-type: none"> <li>• Supervision is ongoing, regular and documented, with at least fortnightly one-on-one supervision provided; and</li> <li>• It is relevant to the tasks and relationships required of the practitioner when providing vocational rehabilitation.</li> <li>• There has been discussion on all cases with the supervisor</li> <li>• There is a focus on working effectively with Māori, cultural accountability and cultural development.</li> </ul> <p>The supervision plan needs to be outlined and provided to ACC on request. Supervision will be provided by someone with the relevant skills, qualifications and experience to provide supervision to that individual and model effective leadership. The supervisor does not need to be of the same professional discipline, in the same geographical region or the same organisation. Supervision may be provided by more than one person.</p>

### Service providers expected to deliver each Service type

Service Type	Service Provider Type	Special conditions
Standalone Workplace Assessment	Occupational Therapist Physiotherapist Psychologist Registered Nurse Medical Practitioner	The Service components provided should match the skills and qualifications of the Service provider.
Stay at Work, Back to Work and Pathway to Employment Services	Occupational Therapist Physiotherapist Registered Nurse Medical Practitioner Psychologist Social Worker Career Practitioner Vocational Counsellor	
Work Specific Functional Rehabilitation	Physiotherapist Occupational Therapist Psychologist	

Service Type	Service Provider Type	Special conditions
Obtain Work Trial Service	Occupational Therapist Physiotherapist Registered Nurse Medical Practitioner Psychologist Social Worker Career Practitioner Vocational Counsellor	
Job Search	Career Practitioner Vocational Counsellor Recruitment Consultant	These providers should have access to advice from health professionals.