

SCHEDULE 4 SECTION 4.1 PART 1
COMMON BUSINESS REQUIREMENTS

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SCHEDULE 4 SECTION 4.1 PART 1**COMMON BUSINESS REQUIREMENTS****1 GENERAL**

1.1 The CONTRACTOR acknowledges that the standards set out in this Schedule 4 shall apply to all of the Referral requests made to the CONTRACTOR by the AUTHORITY.

1.2 General Service Communication Standards

1.2.1 The CONTRACTOR shall display in all examination waiting room areas, information that shall include but not be limited to:

- a) Claimant services standards as detailed at paragraphs 5.1 to 5.10;
- b) Claimant complaint procedures as approved by the AUTHORITY; and
- c) the name of the site manager.

1.2.2 Upon request, the CONTRACTOR shall provide to the AUTHORITY and any Claimant or their nominated representative, accurate information in plain language about how the Services are administered and provide details of the Claimant's local contact point.

1.2.3 The CONTRACTOR shall ensure that all staff provide a courteous and helpful service at all times.

1.2.4 The CONTRACTOR shall ensure that its staff, including Medical Personnel, who have face to face contact with Claimants wear name badges at all times.

2 PUBLICATIONS IN WAITING ROOMS

2.1 The CONTRACTOR shall display various AUTHORITY publications as provided by the AUTHORITY in all Claimant waiting room areas when reasonably requested to do so by the AUTHORITY.

2.2 The literature that the CONTRACTOR shall display, will include, but not be limited to:-

AAA5PPDCS	Attendance Allowance (AA)
AA5PPDCSW	Attendance Allowance (AA) Welsh version
CAA5PPDCS	Carer's Allowance (CA)
CAA5DCW	Carer's Allowance (CA) Welsh version
DLAA5PPDCS	Disability Living Allowance (DLA)
DLAA5PPDCSW	Disability Living Allowance (DLA) Welsh version
DLACA5PPDCS	DLA for children
DLACA5PPDCSW	DLA for children Welsh version
BRA5DWP	Benefit Rates
BRA5DWPW	Benefit Rates Welsh Version
DWP1001	Employment and Support Allowance
DWP1004	Industrial Injuries Disablement Benefit
DWP1008	WorkPath
DWP1011	New Deal for disabled people
DWP1021	The disability symbol and Disability Discrimination Act
DWP1026	Help if you are sick or disabled
GL24DWP	If you think our decision is wrong
GL24DWPW	If you think our decision is wrong Welsh Version
HC1 & HC5	Health Benefits
Inspire	Jobcentreplus Customer Magazine
VACDPA5PPDCS	Vaccine Damage Payments
VACDPA5PPDCSW	Vaccine Damage Payments Welsh Version

2.3 The posters that the CONTRACTOR shall display will include, but not be limited to:

- ESA - Employment and Support Allowance
- ESA - Employment and Support Allowance – Welsh (where appropriate)
- ESA - Support with moving into work
- ESA - Support with moving into work – Welsh (where appropriate)
- ESA - What to expect from your medical assessment
- ESA - What to expect from your medical assessment - Welsh (where appropriate)
- Waiting times
- Waiting times – Welsh (where appropriate)
- What to expect from your medical assessment
- What to expect from your medical assessment – Welsh (where appropriate)

2.4 The Posters listed above are provided by the CONTRACTOR”

2.5 The CONTRACTOR shall obtain prior written approval from the AUTHORITY to display non-AUTHORITY literature in accommodation which is used specifically for the provision of Services.

2.6 If the site is ‘Casual Hire’, for example where the CONTRACTOR ‘hires’ an examination room within a GP’s surgery or a hospital, they may not necessarily be given room within the waiting area to display posters and leaflets. In these instances the CONTRACTOR shall have an information pack/folder available for the claimant to look at. This pack should contain all the information, which the CONTRACTOR is required to display within other MEC’s.

2.7 Provision Of Items

2.7.1 The CONTRACTOR shall use reasonable endeavours for ensuring that sufficient quantities of the leaflets detailed in paragraph 2.2 of this section are available.

2.7.2 The AUTHORITY shall notify the CONTRACTOR of any known amendment or updates to the leaflets listed at paragraph 2.2. The CONTRACTOR shall liaise with the AUTHORITY’s Leaflet Supplier to obtain additional stocks of these leaflets when required or as and when notified of an update or amendment.

3 **PROVISION OF ENQUIRY SERVICES**

3.1 General

3.1.1 The CONTRACTOR shall provide medical and administrative enquiry services to process enquiries from AUTHORITY staff, GPs and Claimants or their representatives.

3.2 Level of Service

3.2.1 The CONTRACTOR shall ensure that all enquiry services are available, as a minimum, on Working Days, between 08.30 and 17.00 hours. Outside of these hours the CONTRACTOR shall, as a minimum, provide an answerphone service with all messages acknowledged or responded to as detailed in paragraphs 3.3 to 3.5.

3.2.2 The CONTRACTOR shall ensure enquiries are accepted in any reasonable format, (e.g. by telephone, in writing, by facsimile or e-mail) and responded to in the format requested by the AUTHORITY. The CONTRACTOR shall provide all reasonably requested documentation in relation to any such enquiries as and when requested by the AUTHORITY.

- 3.2.3 The CONTRACTOR shall use reasonable endeavours to ensure that all enquiries or progress requests made by the AUTHORITY are responded to in the format requested by the AUTHORITY.

3.3 AUTHORITY Enquiries

- 3.3.1 The CONTRACTOR shall use reasonable endeavours to respond to all enquiries within two (2) Working Days of receipt of an enquiry, or exceptionally, where the enquiry is of a complex nature, within five (5) Working Days of receipt of the enquiry.

3.4 Advice to GPs

- 3.4.1 The CONTRACTOR shall use reasonable endeavours to provide immediate advice on Working Days (subject to paragraph 3.2.1 of this Schedule 4.1) to GPs on certification issues, completion of medical reports (including DS 1500) and other medical matters relating to Incapacity Benefit and shall provide dedicated telephone line(s) for this purpose.
- 3.4.2 The CONTRACTOR shall offer general advice only to GPs through the dedicated telephone line(s) and shall not discuss individual cases which are being assessed for the benefit.
- 3.4.3 The CONTRACTOR shall provide contact details for the dedicated phone line(s) to the AUTHORITY and shall ensure that the AUTHORITY is notified of any changes to those details within ten (10) Working Days of the change.

3.5 Claimant Enquiries

- 3.5.1 The CONTRACTOR shall use reasonable endeavours to provide an immediate enquiry service on Working Days (subject to paragraph 3.2.1 of this Schedule 4.1) for Claimants for enquiries connected with appointments for examinations.

4 ENQUIRIES AND COMPLAINTS

4.1 General

- 4.1.1 The CONTRACTOR shall respond to enquiries and complaints from either Claimants or their representatives including Members of Parliament (MPs).
- 4.1.2 The CONTRACTOR shall provide appropriate information to assist the AUTHORITY in responses to:
- a) Treat Official correspondence
 - b) Ministerial correspondence
 - c) Parliamentary Questions
 - d) Ministerial Briefings
 - e) Parliamentary Commissioner for Administration cases
 - f) Press enquiries
- 4.1.3 The CONTRACTOR shall ensure that all enquiries and complaints are fully investigated to address all issues raised.
- 4.1.4 The CONTRACTOR shall, in addressing all the issues raised, ensure that the response includes:
- a) a factual account of the evidence and

- b) a balanced assessment of the evidence provided
- 4.1.5 Where the outcome of the investigation identifies that remedial action is appropriate, the CONTRACTOR shall include reference to the proposed remedial action that will be undertaken in the response.
- 4.1.6 Where the investigation has identified that a medical report has been identified as meriting a C Grade the CONTRACTOR shall notify the appropriate business unit of the attributes which are deficient. In these types of cases the CONTRACTOR shall inform the Claimant or their representative, within the response, that inaccuracies have been identified within the report and that this has been brought to the attention of the appropriate Business Unit. The CONTRACTOR shall not intimate to the Claimant or their representative that the findings may affect the AUTHORITY's decision on the Claimant's entitlement to benefit.
- 4.1.7 The CONTRACTOR shall ensure that its complaints procedure includes reference to and details of, a process that will give the Claimant or their representative the right to seek an independent review, by an independent tier, of their complaint should normal procedures not result in a satisfactory resolution.
- 4.1.8 The CONTRACTOR shall co-operate with the AUTHORITY to handle complaints which relate to both services provided by the AUTHORITY and those provided by the CONTRACTOR (known as "dual complaints"). Where appropriate the AUTHORITY will direct the CONTRACTOR to coordinate the joint response to the Claimant or their representative. The CONTRACTOR shall coordinate the joint response when so directed by the AUTHORITY.
- 4.1.9 The CONTRACTOR shall, when requested by the AUTHORITY, refer to the AUTHORITY details of all complaints where the Claimant or their representative expresses dissatisfaction with the response received from the CONTRACTOR.
- 4.1.10 The AUTHORITY reserves the right to instruct the CONTRACTOR to respond to any complaints on the AUTHORITY's behalf in relation to the Services, when reasonably requested to do so.
- 4.1.11 The CONTRACTOR shall not enter into any correspondence or provide views or opinions on policy issues to any person other than the AUTHORITY.
- 4.1.12 The CONTRACTOR shall ensure that systems are in place to provide full details to the AUTHORITY in relation to enquiries and complaints received, subject to the provisions of the Data Protection Act 1998 (DPA).
- 4.2 Enquiries and Complaints received direct from the Claimant or their representative
 - 4.2.1 The CONTRACTOR shall acknowledge all complaints received directly from Claimants or their representatives within two (2) Working Days.
 - 4.2.2 The CONTRACTOR shall provide a full response to each Claimant or their representative within the required turnaround times as set out in Schedule 5 of this Agreement. Where the CONTRACTOR is unable to provide a full response within the required turnaround time, the CONTRACTOR shall provide an update on what stage the response has reached and the date the full response is expected shall be provided to the Claimant or their representative.
 - 4.2.3 The CONTRACTOR shall reply directly to the Claimant or their representative where the complaint is confined to elements of the Services directly within the CONTRACTOR's control.

4.3 Serious Complaints

- 4.3.1 The CONTRACTOR shall ensure that its complaints procedure includes details of procedures for dealing with serious allegations of professional misconduct made in complaints received.
- 4.3.2 For the avoidance of doubt the main types of complaint that are included in this category shall include but will not be limited to:
- a) assault as a consequence of examination
 - b) injury as a consequence of examination
 - c) inappropriate intimate examinations
 - d) missed diagnosis of a serious nature
 - e) racial abuse
 - f) sexual abuse
 - g) serious breaches of professional conduct
 - h) theft or fraud
 - i) criminal activities
- 4.3.3 The CONTRACTOR shall inform the AUTHORITY upon receipt of all complaints which fall into this category.
- 4.3.4 The CONTRACTOR shall provide a progress report on all serious complaints received to the AUTHORITY monthly or as otherwise required.
- 4.4 Information for Parliamentary Questions, Treat Official /Ministerial Correspondence, Ministerial briefings, Parliamentary Commissioner for Administration cases
- 4.4.1 The AUTHORITY will forward these types of correspondence to the CONTRACTOR where the enquiry or complaint relates to those parts of the Services wholly or partly within the CONTRACTOR's control.
- 4.4.2 The CONTRACTOR shall provide the AUTHORITY with all the information as required by the AUTHORITY.
- 4.4.3 Deadlines on these types of enquiries are extremely time critical. The AUTHORITY will give individual response deadlines to which the CONTRACTOR shall adhere. The CONTRACTOR shall use reasonable endeavours to provide a full response to the AUTHORITY within the required turnaround times as set out in Schedule 5 of this Agreement. Where exceptionally and with the agreement of the AUTHORITY, the CONTRACTOR is unable to provide a full response within the required turnaround time, the CONTRACTOR shall provide an update to the AUTHORITY which sets out what stage the response has reached and the date the full response is expected.
- 4.4.4 For avoidance of doubt, it is recognised that within the overall target for Treat Official Correspondence as specified in Schedule 5 of this Agreement, the individual response deadlines for Ministerial Correspondence, Ministerial Briefings, Parliamentary Questions and Parliamentary Commissioner for Administration (PCA) cases shall be met in all cases and will count towards the overall target.
- 4.5 Press Enquiries
- 4.5.1 The CONTRACTOR shall not respond directly to press enquiries concerning the delivery of Services. The CONTRACTOR shall direct the enquirer immediately to the AUTHORITY.
- 4.5.2 The CONTRACTOR shall use reasonable endeavours to provide the AUTHORITY with any information relating to press enquiries as requested by the AUTHORITY.
- 4.6 Independent Tier
- 4.6.1 The CONTRACTOR shall implement a revised independent tier for complaints as

agreed with the AUTHORITY.

5 MEDICAL EXAMINATIONS

5.1 The CONTRACTOR shall give reasonable notice to Claimants or their representatives of the time and place at which any medical examination will take place. Reasonable notice for these purposes begins with the day on which the notice is given and ends of the day before the examination is to take place. The CONTRACTOR shall give the following periods of notice, which, where necessary, comply with any periods and requirements as stipulated in legislation unless otherwise agreed with the Claimant.

- a) War Pensions examinations ten (10) Days (EMPs only)
- b) Vaccine Damage Payments Scheme examinations fourteen (14) Days
- c) Disability Living Allowance Fast Track examinations three (3) days
- d) any other medical examination (including Audiology) seven (7) Days, with the exception of Occupational Health Assessments five (5) Days.

5.2 For the avoidance of doubt, when notice is given by post, the requirement is deemed to be met on the day after the letter is posted (ie the day after it is collected), and ends after 7 clear calendar days where;

- where the letter has been properly addressed,
- the letter has been pre-paid and posted and,
- first class post is used.

5.3 For the avoidance of doubt,

- a) A letter giving the time and place of a medical examination is collected for delivery on Wednesday 6th. The first day of notice is Thursday 7th, Wednesday 13th is the 7th day of notice and the earliest appointment date must be Thursday 14th.
- b) A letter giving the time and place of a medical examination is prepared on Friday 1st and collected for delivery on Monday 4th. The first day of notice is Tuesday 5th, Monday 11th is the 7th day of notice and the earliest appointment date must be Tuesday 12th.

5.4 The CONTRACTOR acknowledges that if it arranges to undertake two (2) different examination types consecutively, then the notice period shall always be that notice period which is the greater of the two (2) notice periods.

5.5 The CONTRACTOR shall ensure that any Claimant is not required to travel for more than ninety (90) minutes by public transport (single journey) for an examination, unless previously agreed with the Claimant, with the exception of Regional Consultant examinations for the Service Personnel & Veterans Agency in which case the CONTRACTOR shall use all reasonable endeavours to ensure that any Claimant is not required to travel for more than ninety (90) minutes by public transport (single journey) for an examination, unless previously agreed with the Claimant.

5.6 The CONTRACTOR shall make reasonable endeavours to examine all Claimants who attend for examination on the day of their scheduled appointment.

5.7 The CONTRACTOR shall use reasonable endeavours to ensure that examinations commence within ten (10) minutes, of their scheduled time, when Claimants arrive in time for their appointment.

5.8 The CONTRACTOR acknowledges that the examination is deemed to start when the

Claimant is called through for the examination.

5.9 The CONTRACTOR shall use reasonable endeavours to ensure that late arrivals (more than ten minutes after the appointment time) are examined on the day of their original appointment or offered a mutually acceptable alternative appointment.

5.10 The CONTRACTOR shall use reasonable endeavours to ensure that, where a Domiciliary Visit is being undertaken, examinations shall commence within their scheduled time frame. The CONTRACTOR shall, when arranging Domiciliary Visits specify a time slot in which the Registered Medical Practitioner will arrive at the Claimant's address or designated place of examination which shall not exceed one (1) hour.

5.11 Special Needs

5.11.1 The CONTRACTOR shall comply with any reasonable requests to accommodate Claimants who have Special Needs.

5.11.2 Special Needs shall be deemed to include but not be limited to the requirement of the Claimant for the examination to be undertaken by a Health Care Professional of the same sex and the Claimant's need for an interpreter during examination.

5.11.3 When a Special Need is identified on the day of the examination appointment and the Special Need cannot be reasonably be accommodated the CONTRACTOR shall use reasonable endeavours to ensure that an alternative appointment is arranged within twenty four (24) hours of the Special Need being identified and shall ensure that the Claimant's Special Needs will be accommodated at the new appointment. The CONTRACTOR shall use reasonable endeavours to inform the Claimant of the new arrangements within twenty four (24) hours of the new appointment being made.

5.12 Did Not Attend And Abortive Visits

5.12.1 In the event of an Abortive Visit or a Did Not Attend, the CONTRACTOR shall automatically, without reference back to the AUTHORITY, offer the Claimant a further appointment. If the Claimant Does Not Attend or fails to avail themselves for examination at home at the second attempt, the CONTRACTOR shall use reasonable endeavours to return all papers to the AUTHORITY within twenty four (24) hours of that failed appointment or Abortive Visit.

5.12.2 The CONTRACTOR shall use reasonable endeavours to ascertain the reasons why the Claimant Did Not Attend or did not avail themselves of the examination(s) at home and shall record the reasons on the appropriate form(s) which shall be included in the documentation to be returned to the AUTHORITY.

5.12.3 For the avoidance of doubt the CONTRACTOR must adhere to the specific requirements relating to Claimants who Did Not Attend in relation to Incapacity Benefit and Severe Disablement Allowance examinations as set out in the appropriate Section(s) of the Schedule 4.

5.13 Claimant Unable to Attend for Examination

5.13.1 In the event of a Claimant being Unable to Attend an appointment, the CONTRACTOR shall automatically, without reference back to the AUTHORITY, offer the Claimant a further appointment. Where the Claimant advises that they are Unable To Attend a second appointment, the CONTRACTOR shall use reasonable endeavours to despatch all documentation to the AUTHORITY, including the documented reasons for non-attendance, within twenty four (24) hours of the Claimant's second cancelled appointment.

5.13.2 In the event of a Claimant in the first instance not attending an examination, and on the second occasion being Unable To Attend for examination or vice versa, the CONTRACTOR shall offer one more appointment to the Claimant.

5.13.3 Upon receipt of a Referral, from the AUTHORITY, in respect of a Claimant who was previously Unable to Attend, the CONTRACTOR shall use reasonable endeavours to reschedule a further appointment, if appropriate, within fifteen (15) Working Days of receipt of the said Referral.

5.14 Claimants turned away unseen

5.14.1 The CONTRACTOR shall use reasonable endeavours to examine all Claimants who attend for examination.

5.14.2 The CONTRACTOR shall note that only those Claimants who arrive late for their appointment (i.e more ten (10) minutes after their scheduled appointment time) or who arrive in an unfit state to be examined are excluded from the Service Level requirements in Schedule 5 of this Agreement.

5.15 Treatment of Domiciliary Visits

5.15.1 The CONTRACTOR shall undertake a DV on the following occasions:

- a) at the AUTHORITY'S request
- b) when the Claimant's GP has indicated that the Claimant is unable to travel on health grounds or
- c) at the Claimant's request, if supported by a suitable medical condition as determined by the CONTRACTOR.

5.15.2 The CONTRACTOR may undertake DVs for business reasons, at its discretion, notwithstanding the provisions of paragraphs 5.14.1

6 WELSH LANGUAGE ACT

6.1 The CONTRACTOR shall comply with the provisions of the Welsh Language Act to provide a bi-lingual service for those Claimants who are resident in Wales in respect of correspondence, telephone communications, face to face communications, and published and printed materials.

6.2 Where either the AUTHORITY or the Claimant has previously advised the CONTRACTOR that Welsh is the Claimant's preferred language, the CONTRACTOR shall use reasonable endeavours to ensure that Welsh speaking Health Care Professionals are used to deliver medical examinations.

6.3 The CONTRACTOR shall provide a report showing details of their compliance with the Welsh Language Act as required by the AUTHORITY and in the format specified by the AUTHORITY annually or as otherwise required by the AUTHORITY.

6.4 Correspondence

6.4.1 Where either the AUTHORITY or the Claimant has previously advised the CONTRACTOR that Welsh is the Claimant's preferred language, the CONTRACTOR shall correspond in Welsh.

6.4.2 Where a letter is received from a Claimant in Welsh, the CONTRACTOR shall respond in Welsh.

- 6.4.3 Where the Claimant's preferred language is not known, the CONTRACTOR shall issue all correspondence bi-lingually.

6.5 Telephone Communications

- 6.5.1 The CONTRACTOR shall provide a bi-lingual greeting for all incoming telephone calls in offices in Wales.
- 6.5.2 Where the Claimant requests that the call be conducted in Welsh and where the person who answers the telephone in Wales is unable to advance further than the greeting in Welsh, the CONTRACTOR shall arrange for the call to be referred to a Welsh speaking member of staff. Where this is not immediately possible, the CONTRACTOR shall arrange for the call to be returned by a Welsh speaker as speedily as possible and no later than within one (1) Working Day of receipt of the telephone call.
- 6.5.3 Where the Claimant has previously advised that Welsh is their preferred language, the CONTRACTOR shall ensure that all out going telephone calls are made by a Welsh speaker. For all other out going calls the Claimant shall be offered the opportunity to conduct business in Welsh.
- 6.5.4 The CONTRACTOR shall ensure that where answer phones are used in offices in Wales, all recorded messages are bi-lingual.
- 6.5.5 Where call centre telephony systems are used, irrespective of the location, the CONTRACTOR shall provide Claimants who are resident in Wales with the opportunity to conduct their business in either Welsh or English at the earliest stage.

6.6 Face to Face Communications

- 6.6.1 The CONTRACTOR shall ensure that they provide access to Welsh and English language services in offices in Wales for all Claimants.
- 6.6.2 Where the Claimant has previously advised that Welsh is their preferred language, the CONTRACTOR shall ensure all face to face communications with all staff including Medical Personnel are conducted in Welsh.
- 6.6.3 The requirements detailed above apply equally to Domiciliary Visits.

6.7 Medical Reports

- 6.7.1 For the avoidance of doubt, the CONTRACTOR acknowledges that medical reports provided for the sole use of the AUTHORITY shall be provided in English in all cases.

6.8 Published and Printed Materials

- 6.8.1 The CONTRACTOR shall ensure that all published and printed material directed to Claimants is available in Welsh. Wherever practical, all published and printed material should be produced bi-lingually rather than as separate English and Welsh documents. This includes all forms and associated explanatory material for use by the public in Wales including:
- a) posters
 - b) signs
 - c) directions
 - d) instructions
 - e) leaflets
 - f) staff badges

6.9 Claimant Surveys

- 6.9.1 The CONTRACTOR shall ensure that all Claimant surveys issued to residents in Wales are produced bi-lingually rather than as separate English and Welsh documents.

7 CLAIMANT SATISFACTION SURVEYS

- 7.1 The CONTRACTOR shall undertake monthly surveys to gauge Claimants' perception of the service they receive.
- 7.2 The CONTRACTOR shall ensure that at least 90% of Claimants who respond to the survey are satisfied with the service provided and shall continually strive to make improvements.
- 7.3 The CONTRACTOR shall ensure that the survey administration, sampling methodology, questionnaires and data analysis conform to generally recognised market research industry standards and shall ensure that the surveys are undertaken objectively and without bias.
- 7.4 The CONTRACTOR shall ensure that the surveys are conducted across all benefit streams, to a sample size agreed with the AUTHORITY which will be drawn from yearly national volumes.
- 7.5 The CONTRACTOR shall ensure that Claimants are randomly selected in accordance with agreed AUTHORITY guidelines.
- 7.6 The CONTRACTOR shall ensure that the survey findings are analysed according to the agreed AUTHORITY requirements with the facility for provision of data by a range of criteria, e.g. age, gender, ethnic origin.
- 7.7 The CONTRACTOR shall ensure that all survey evaluation reports are forwarded to the AUTHORITY within agreed timescales.

8 CHANGES OF CIRCUMSTANCES

- 8.1 Upon receipt of notification of any relevant change to a Claimant's circumstances the CONTRACTOR shall use reasonable endeavours to inform the AUTHORITY immediately. If directed to do so by the AUTHORITY, the CONTRACTOR shall despatch all documentation requested by the AUTHORITY to the AUTHORITY on the day of the request or by no later than the next Working Day.
- 8.2 The types of changes that might be relevant, include but shall not be limited to:
- a) admittance of the Claimant to hospital, or similar institution, as an in-patient
 - b) detention of the Claimant in legal custody
 - c) change of name and/or address of the Claimant
 - d) death of the Claimant
 - e) absence abroad of the Claimant
 - f) return to work of the Claimant and the Claimant has terminated the benefit claim
 - g) the Claimant's claim for benefit has been withdrawn.
- 8.3 Upon notification of a change of circumstances of the Claimant by the AUTHORITY, the CONTRACTOR shall use reasonable endeavours to take appropriate timely action to avoid inconvenience to the Claimant and any embarrassment to, or criticism of, the AUTHORITY which arises from the CONTRACTOR'S acts or omissions.

9 HOSPITAL CASE NOTES

- 9.1 Upon request by the AUTHORITY, or upon the necessity arising during the course of processing a Referral, the CONTRACTOR shall provide a verbatim extract of all information in Hospital Case Notes relevant to the condition(s) under consideration and to the

requirements of the Referral type.

- 9.2 For the avoidance of doubt the CONTRACTOR shall adhere to the specific requirements relating to Hospital Case Notes as specified in the appropriate sections of this Schedule 4..
- 9.3 The extract shall be made anonymous and not refer to or identify any individual other than the Claimant and the individual preparing the extract
- 9.4 Original Hospital Case Notes shall not be copied by the CONTRACTOR other than to facilitate the expeditious production of the extract and return of the Hospital Case Notes to the NHS Trust from which they were obtained. Any copies so made shall be destroyed as secure waste within twenty four (24) hours of completing the extract. For the avoidance of doubt no copies of Hospital Case Notes shall be retained for inclusion in the Referral documentation.
- 9.5 The CONTRACTOR shall endeavour to return Hospital Case Notes to the NHS Trust from which they were obtained within ten (10) Working Days of their receipt from that NHS Trust.

10 RECEIPT OF DOCUMENTATION

- 10.1 The CONTRACTOR shall, within one (1) Working Day of receipt of any Referral, formally record the date of the receipt the Referral and be able to provide proof on request by the AUTHORITY, at any time, of the date of the receipt of the Referral.
- 10.2 For the avoidance of doubt, where a Referral is received after 16.00 hrs, the date of receipt will be deemed to be the following Working Day.

11 RETURN OF DOCUMENTATION

- 11.1 The CONTRACTOR shall, within twenty four (24) hours of completion of their required action, use reasonable endeavours to despatch to the AUTHORITY all required documentation, including all Referral documentation, any Further Medical Evidence gathered and the appropriate output form(s), unless specifically requested to dispose of any documentation by the AUTHORITY.
- 11.2 The CONTRACTOR shall return all documentation to the AUTHORITY in the same format as received, unless otherwise directed by the AUTHORITY.
- 11.3 The CONTRACTOR shall ensure that when disposing of all documentation referred to in paragraph 11.1 that this is destroyed in a confidential manner.

12 TRAINING FOR DECISION MAKERS

- 12.1 The CONTRACTOR shall confirm that it will work with the AUTHORITY to deliver a maximum of 300 man days basic initial and ongoing training, face to face and on the AUTHORITY's premises, as required, in respect of the medical aspects of service delivery.
- 12.2 The CONTRACTOR shall deliver the training for, including but not limited to:
- 12.2.1 Decision Makers for Incapacity Benefit;
 - 12.2.2 Decision Makers and Disability Living Allowance/Attendance Allowance;
 - 12.2.3 Personal Advisers; and
 - 12.2.4 Disability Employment Advisers.
- 12.3 The CONTRACTOR shall keep a record by benefit type of the number of man days delivered. Any additional man days required for training will be discussed with the CONTRACTOR and subject to change control.
- 12.4 The CONTRACTOR shall ensure that the cost of any additional days are pro-rata with the

300 days previously agreed.

- 12.5 The CONTRACTOR shall work towards ensuring that all Health Care Professionals providing training for Decision Makers have appropriate accreditation that meets the requirements of the Authority within pre-agreed timescales.

13 CLAIMANT EXPENSES

- 13.1 The CONTRACTOR shall consider the most cost effective approach to undertake the examination of a Claimant in accordance with current legislation. The CONTRACTOR shall, at all times operate within the parameters of this Section 4.1 of Schedule 4 when considering the appropriate payment of any expenses, incurred by a Claimant and/or Companion, in travelling to attend an examination.

- 13.2 The CONTRACTOR shall as a minimum adhere to the legal requirements imposed by the Secretary of State with regard to the payment of Claimant expenses.

- 13.3 The CONTRACTOR shall also pay subsistence and financial loss allowance to Companions of VDPS Claimants and War Pensioners who apply and who are eligible, and additional expenses claimed in respect of VDPS Referrals.

- 13.4 Notwithstanding the requirement in paragraph the CONTRACTOR shall pay all reasonable and actual expenses to Claimants and/or Companions who attend an examination and who apply for reimbursement.

- 13.5 The CONTRACTOR shall from the Cutover Date:

13.5.1 ensure complete accuracy in all payment of expenses;

13.5.2 provide an effective system to pay and monitor all expenses payments with numerous audit trails;

13.5.3 provide relevant and timeous Management Information (MI) in respect of Claimant expenses;

13.5.4 make any payments properly due, upon receipt of a correctly completed and documented application, within 14 Days of receiving the application; and

13.5.5 use the mileage rate as instructed by the AUTHORITY. From 28th April 2008 the rate will be 25 pence a mile.

13.6 Claimant Expenses legislation

BENEFIT	LEGISLATION
IB/MA	SS Admin Act 1992 sec 180
SSP/SMP	SS Admin Act 1992 sec 180A
SDA	SS Admin Act 1992 sec 180
NTC	SS Admin Act 1992 sec 180
DLA/AA	SS Admin Act 1992 sec 180
IPC	SS Admin Act 1992 sec 180
IIDB	SS Admin Act 1992 sec 9 (2)

OHA	SS Admin Act 1992 sec 180
VAC DAM	SS VDP Act 1979 Para 12 (3) a&b
VA	SPOrder 1983. Naval, Military and Air Forces (Disablement and Death) SPO 1983 and the Personal Injuries (Civilians) Scheme 1983
Analogous Industrial Injuries	Employment Training Act 1973 Sec 11 (2)

14 SUSPICIONS OR ALLEGATIONS OF FRAUD

- 14.1 The CONTRACTOR shall work collaboratively with the AUTHORITY to ensure that it reports, in writing, to the AUTHORITY all suspicions of fraud and allegations of fraud received against Claimants.

15 MISCELLANEOUS

- 15.1.1 Whilst the CONTRACTOR shall provide advice on Prognosis, in accordance with agreed guidelines, the AUTHORITY will retain the right to determine the actual timing of any subsequent Re-Referrals to the CONTRACTOR.

16 GRIEVANCES/INDUSTRIAL TRIBUNALS

- 16.1 Monitoring Requirements

- 16.1.1 The CONTRACTOR shall provide the AUTHORITY with details of grievances and Industrial Tribunals (ITs) relevant to Schedule 3.17 of this Agreement, within five (5) Working Days of an official grievance/IT being notified to them. At each Annual Review, the AUTHORITY will review this requirement when the requirement for the production of any future reports will be decided.

17.0 Sensitive Cases

- 17.1 Sensitive cases will be referred clerically and the CONTRACTOR shall ensure that Referrals identified as sensitive cases are handled clerically and details not recorded electronically.

SCHEDULE 4 SECTION 4.1 PART 2
MEDICAL REQUIREMENTS

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SCHEDULE 4 SECTION 4.1 PART 2**MEDICAL REQUIREMENTS****1. GENERAL****1.1 Medical Recruitment Standards**

1.1.1 The CONTRACTOR shall ensure that it's Registered Medical Practitioners, whether employed or fee paid, are:

1.1.1.1 fully registered, without current restrictions, conditions or warnings, on the Principal List of the General Medical Council (GMC); and in addition

1.1.1.2 from the date on which the GMC issues licences to practice, hold a current licence to practice.

1.1.2 In addition they must have three (3) years post full registration experience as a minimum. In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.2.1 no restrictions, conditions or warnings be attached to registration; and

1.1.2.2 Registered Medical Practitioners must have a minimum of three (3) years post-registration experience, may be waived.

1.1.3 The CONTRACTOR shall ensure that its Registered Nurses, whether employed or fee paid, are:

1.1.3.1 fully registered (Level 1) Registered General Nurses, without current restrictions or cautions, with the Nursing and Midwifery Council (NMC).

1.1.3.2 In addition, they must have a minimum of (3) years post registration experience.

1.1.4 In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.4.1 no restrictions or cautions be attached to registration; and

1.1.4.2 Registered Nurses must have a minimum of three (3) years post registration experience, may be waived.

:

1.1.5 The CONTRACTOR shall ensure that its Registered Physiotherapists, whether employed or fee paid, are:

1.1.5.1 fully registered Physiotherapists without current restrictions or cautions, with the Health Professions Council (HPC).

1.1.5.2 In addition, they must have a minimum of (3) years post registration experience.

1.1.6 In individual cases, solely at the discretion of the AUTHORITY's Chief Medical Adviser, the requirement that:

1.1.6.1 no restrictions or cautions be attached to registration; and

- 1.1.6.2 Registered Physiotherapists must have a minimum of three (3) years post registration experience, may be waived.
- 1.2 That experience should feature broad based medical practice in roles that have clear relevance to a career in disability assessment medicine, unless specialist knowledge and experience are required as detailed in this Schedule 4. The CONTRACTOR shall provide the AUTHORITY with written confirmation of compliance with paragraph 1.1 by 31st March of every year.
- 1.3 The CONTRACTOR shall ensure that Health Care Professionals providing the Respiratory Disease Service shall be appropriately trained and assessed as being fit to provide the Services to the standards laid out in Schedule 4 Section 4.1 of this Agreement.
- 1.4 When providing Specialist Medical Services the CONTRACTOR shall use only a Medical specialist as defined in Schedule 1 who shall have training, qualifications and experience pertinent to the condition under consideration.
- 1.5 The CONTRACTOR shall ensure that all audiometric technicians have contemporary and relevant specialist qualifications.
- 1.6 The CONTRACTOR shall ensure that all Health Care Professionals providing or supporting the provision of Services have appropriate qualifications, experience, training and hold current registration with the relevant licensing body.
- 1.7 The CONTRACTOR shall ensure that all Registered Medical Practitioners have a current licence to practice issued by the General Medical Council.
- 1.8 Prior to use of Health Care Professionals, other than Registered Medical Practitioners, in any benefit area in which they are not currently employed, the CONTRACTOR must obtain prior approval from the AUTHORITY for the pilot and subsequent implementation.
- 2. MEDICAL TRAINING FOR NEWLY RECRUITED AND HEALTH CARE PROFESSIONALS**
- 2.1 The CONTRACTOR shall provide a training programme for each benefit area in accordance with the requirements, detailed below, which will ensure that Health Care Professionals have the required level of knowledge and skills to achieve Approval. The knowledge and skills required in respect of the CONTRACTOR's Health Care Professionals shall include but not be limited to:
- 2.1.1 an understanding and an ability to perform the role of the disability medical analyst;
- 2.1.2 a knowledge of the legislative requirements for each of the benefits in which they will be required to have an input;
- 2.1.3 an understanding of the legislative framework in which they are working. This may include attendance as an observer at an Appeal Tribunal as part of ongoing training for the relevant benefit area;
- 2.1.4 an up-to-date knowledge of relevant clinical subjects, which should specifically include a knowledge of the disabling effects of musculoskeletal, mental, cardio-respiratory and any other relevant disorders identified by the AUTHORITY;
- 2.1.5 an awareness of the AUTHORITY's approach to Customer service and equal opportunities;
- 2.1.6 disability awareness; and
- 2.1.7 an ability to deal with potentially violent situations.
- 2.2 Where no formal training programmes are detailed for specific benefit areas the

CONTRACTOR shall liaise with the AUTHORITY to develop and implement an appropriate training programme. The CONTRACTOR shall provide all necessary information, reasonably requested by the AUTHORITY, prior to implementation of the programme.

- 2.3 The CONTRACTOR's Health Care Professionals shall be given a course of theoretical and practical training, which shall be developed and implemented by the CONTRACTOR in each benefit area they are to work. The CONTRACTOR shall, following such training, conduct a written and practical examination of each individual to ensure that, at the least, the minimum levels of skills and knowledge have been achieved. The CONTRACTOR shall provide the AUTHORITY with details of the satisfactory results of such testing within a reasonable period of time; thereafter the AUTHORITY will Approve the individual Health Care Professional to the appropriate role. .
- 2.4 The CONTRACTOR shall, undertake during practical training, close supervision of new Health Care Professionals as set out in the quality and training sections of the relevant guidance listed in Schedule 28 of this Agreement.
- 2.5 The CONTRACTOR shall ensure that Health Care Professional giving advice and conducting examinations shall be Approved by the AUTHORITY acting on behalf of the Secretary of State. Approval will be dependent on individual Health Care Professional completing, to the CONTRACTOR's satisfaction, a course of training and appraisal in the relevant benefit area.
- 2.6 The CONTRACTOR shall ensure that the CMA is informed of Health Care Professionals who fail to continue to meet the required quality standards in order that he may consider revoking Approval. For the avoidance of doubt, the CMA has sole discretion whether to grant or revoke Approval.
- 2.7 The CONTRACTOR shall ensure that all of its Health Care Professional providing Services to the AUTHORITY are accredited in accordance with the requirement to retain registration with the relevant licensing organisation.
- 2.8 The CONTRACTOR shall involve the AUTHORITY in the quality assurance process for the development and refinement of all requirements, outcomes and standards of medical training and Health Care Professional training courses relating to the delivery of the Services.

3. MEDICAL TRAINING PROGRAMME FOR CME FOR HEALTH CARE PROFESSIONALS

- 3.1 The CONTRACTOR shall develop and deliver the medical training programme for CME (the "Training Programme") and its evaluation as part of the Services.
- 3.2 The Training Programme shall be developed, delivered and evaluated on an annual basis in respect of each contract year from 1st September to 31st August (a "Year").
- 3.3 The AUTHORITY shall, by 31st March in each year, provide the CONTRACTOR with an outline stating topics that the AUTHORITY requires to be included in the Training Programme for the forthcoming Year, and if the AUTHORITY considers it appropriate, an outline of the manner in which such Training Programme shall be delivered (the "Outline").
- 3.4 The CONTRACTOR shall provide all of its Health Care Professionals with a personal training plan on an annual basis. The personal training plan shall contain details of the timescale for which delivery of each individual module will need to be delivered to that individual.
- 3.5 New entrants shall be provided with a personal training plan within three months of their formal approval/re-approval. New entrants will have the following training modules included in that personal training plan for delivery within twelve (12) months.
 - 3.5.1 clinical skills in the assessment of musculoskeletal problems;
 - 3.5.2 multicultural awareness; and
 - 3.5.3 mental health training.

- 3.6 The CONTRACTOR shall undertake a Training Needs Analysis (TNA) that will identify areas of training needs together with priorities for implementation. Information from the personal training plans for the year to 30th June shall be incorporated into the TNA. The TNA shall be provided to the AUTHORITY by 30th June of each year. The scope, objectives and methodology of the TNA shall be subject to prior approval by the AUTHORITY. The outcome of the TNA shall be subject to approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed) prior to incorporation into the training plan.
- 3.7 The CONTRACTOR shall, within one month of agreeing the TNA outcome, provide the AUTHORITY with a plan setting out in detail the manner in which the Training Programme shall be delivered (the "Training Plan"). The Training Plan shall include as a minimum the following:
- 3.7.1 the name of the training module, and for each training module;
 - 3.7.2 a timetable for delivery of each training activity;
 - 3.7.3 the training personnel to be involved in the training activity;
 - 3.7.4 the aims and objectives of the training;
 - 3.7.5 the target population that includes the number of Registered Medical Practitioners to be trained at each Medical Service Centre; and
 - 3.7.6 the proposed method and estimate of duration of that training.
- 3.8 The Training Plan shall be developed in co-operation with the AUTHORITY and shall be subject to approval by the AUTHORITY, such approval not to be unreasonably withheld or delayed.
- 3.9 Any changes or amendments must be submitted in writing for consideration to the AUTHORITY's Change Control manager who will have sole discretion as to whether the amendment is significant enough to require formal Change Control procedures to be instigated. Any agreement to dispense with formal Change Control action will not be valid unless written agreement is provided by the AUTHORITY's Change Control manager.
- 3.10 For the avoidance of doubt, the AUTHORITY's approval of a Training Plan shall not relieve the CONTRACTOR of its overriding obligation to meet the requirements and all other applicable provisions of the Agreement unless otherwise specifically agreed in writing by the AUTHORITY.
- 3.11 The CONTRACTOR shall provide the AUTHORITY with information in relation to training activities organised by the CONTRACTOR in a form agreed with the AUTHORITY. The CONTRACTOR shall
- 3.11.1 carry out surveys at the times specified, in order to evaluate the perception of training and the effectiveness of training delivery. Such surveys shall be subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed); and
 - 3.11.2 summarised in an annual report to be provided to the AUTHORITY no later than 31st December. The report shall contain detailed analysis of surveys completed by a randomly selected sample of at least fifteen per cent (15%) of the target population for each completed trainer led and distance learning module. The report shall cover the twelve (12) month period ending 31st August in the same year

3.12 The surveys shall be completed in two stages as follows:

3.12.1 immediately upon completion of the training activity:

3.12.1.1 a reactionnaire for trainer led modules to be issued to a randomly selected sample of a minimum of fifteen per cent (15%) of the target population;

3.12.1.2 a multiple choice questionnaire for trainer led modules to be issued on occasion following agreement between the AUTHORITY and the CONTRACTOR;

3.12.1.3 a multiple choice questionnaire for distance learning modules to be issued to one hundred percent (100%) of the target population unless considered inappropriate for any specific module by both the AUTHORITY and the CONTRACTOR; and

3.12.2 six months after completion of the training activity for both trainer led and distance learning modules, a follow up Questionnaire to be sent to a randomly selected sample of a minimum of fifteen per cent (15%) of the target population. The questionnaire will:

3.12.2.1 test perception of the training; and

3.12.2.2 apply to at least fifty per cent (50%) of modules, that will include a mixture of trainer led and distance learning modules that are

considered to be relevant, subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed).

3.13 If the AUTHORITY considers it appropriate, the CONTRACTOR shall interrogate MSD for breached attributes relevant to a maximum of three (3) of the training modules undertaken in order to ascertain that the principles of training have translated into good practice.

3.13.1 the timescale and methodology of such audit to be subject to the AUTHORITY's prior approval (such approval not to be unreasonably withheld or delayed);

3.13.2 the audit to be carried out on an agreed sample size, at all Medical Services Centres, subject to a minimum of ten (10) randomly selected cases selected per Medical Services Centre for each identified module; and

3.13.3 results to be summarised in an annual report as specified in paragraph 3.11.5. The content of the report shall be subject to approval by the AUTHORITY (such approval not to be unreasonably withheld or delayed).

3.14 The CONTRACTOR shall provide the AUTHORITY with ad hoc reports on request.

3.15 The CONTRACTOR shall liaise with the AUTHORITY when defining the requirements for CME for Health Care Professionals.

4. **MEDICAL PROCESS STANDARDS**

4.1 General Standards

4.1.1 The CONTRACTOR shall use reasonable endeavours to ensure that a minimum of

ninety nine per cent (99%) of Health Care Professional reports, in each business area, are Fit for Purpose and do not result in Rework. Health Care Professional reports shall be adjudged fit for the required purpose by the AUTHORITY's representative (for example a Decision Maker) making use of the report against the standards defined in this Schedule.

- 4.1.2 The CONTRACTOR shall ensure that all medical reports and medical advice provided by Health Care Professionals shall be Fit for Purpose, that is:
- 4.1.2.1 fair and impartial;
 - 4.1.2.2 legible and concise;
 - 4.1.2.3 in accordance with relevant legislation;
 - 4.1.2.4 comprehensive, clearly explaining the medical issues raised;
 - 4.1.2.5 in plain English and free of medical jargon;
 - 4.1.2.6 presented clearly;
 - 4.1.2.7 complete, with answers to all questions relating to disability or incapacity matters raised by the AUTHORITY, free of medical abbreviations and in keeping with advice as directed, taking into account written material; e.g. the Disability Handbook;
 - 4.1.2.8 fully detailed where necessary and consistent, fully clarifying any contradictions in medical evidence; and
 - 4.1.2.9 capable of comprehensively answering questions posed by the AUTHORITY without compromising any subsequent decision making.
- 4.1.3 Any cases supplied to the AUTHORITY's representatives and deemed as being not Fit for Purpose will be Reworked at the CONTRACTOR's expense.
- 4.1.4 The AUTHORITY will have sole discretion on determining whether medical advice or medical examination reports are Fit for Purpose.
- 4.1.5 The AUTHORITY will specify the reason for cases being returned as not Fit for Purpose.
- 4.1.6 The CONTRACTOR shall accept Rework Referrals in accordance with the Fit for Purpose criteria which will be specified by the AUTHORITY.
- 4.1.7 The CONTRACTOR shall use all reasonable endeavours to ensure that any issues, with regard to Rework Referrals, are dealt with and resolved locally at an operational level, in the most timeous and efficient manner.
- 4.1.8 The CONTRACTOR shall collect data and provide Management Information relating to Rework on the reports detailed in Schedule 16 of this Agreement.
- 4.1.9 The CONTRACTOR shall ensure that all Referrals relating to the Terminally Ill, or potentially Terminally Ill, are handled with priority and dealt with in a way that minimises inconvenience and distress to the Claimant. For the avoidance of doubt, if potentially Terminally Ill or Special Rules cases require examination, the CONTRACTOR shall comply with the relevant statutory notice of appointment.
- 4.1.10 The CONTRACTOR shall ensure that the following persons are excluded from examining a Claimant or providing advice:
- 4.1.10.1 anyone directly affected by the case in question;

- ;
- 4.1.10.2 any Health Care Professional who has regularly attended the Claimant or practises at a surgery where the claimant is or has been registered'.
 - 4.1.10.3 any Health Care Professional attending, who has attended, or who is anticipated to attend the Claimant at some time in the future for the purposes of providing reports in respect of commercial matters;
 - 4.1.10.4 any Health Care Professional providing, who has provided, or who is anticipated to provide services at some time in the future to the Claimant's employer;
 - 4.1.10.5 anyone previously involved in advising or examining on a claim that has resulted in an appeal, in relation to this Claimant;
 - 4.1.10.6 anyone identified as unsuitable by the AUTHORITY;
 - 4.1.10.7 anyone who has attended an examination as a witness in relation to this Claimant;
 - 4.1.10.8 anyone who is an employer of the Claimant, or employed by the Claimant, or is employed by the Claimant's employer;
 - 4.1.10.9 anyone not appropriately qualified or Approved; and
 - 4.1.10.10 friends or relatives of the Claimant.
 - 4.1.10.11 any Healthcare Care Professional who the Claimant has made a complaint about.
- 4.2 Where the Claimant in question is an employee of the CONTRACTOR, the exclusion at 4.1.11.8 above shall not apply and the Referral shall be processed in accordance with the relevant documentation in Schedule 28 of this Agreement. However, the CONTRACTOR shall apply all the other criteria listed.
- 4.3 The CONTRACTOR shall not comment upon or offer advice to Claimants about any aspect of the Claimant's medical care, or the potential decision on the claim to benefit or pension.
- 4.4 Where an Appeal Tribunal has raised an issue with the quality of a medical report, the CONTRACTOR shall provide to the AUTHORITY the total number of Referrals that have been received from the Tribunals Service by the CONTRACTOR every six (6) months.
- 4.5 Basis of Medical Advice
- 4.5.1 The CONTRACTOR shall ensure that wherever possible all medical reports and medical advice:
 - 4.5.1.1 is evidence based, that is, there is a consensus of critically evaluated, published medical evidence in support of the advice provided by the CONTRACTOR;
 - 4.5.1.2 where no such consensus exists, the CONTRACTOR shall explain the reason for the advice in clear terms demonstrating why no other reasonable interpretation of the medical situation could apply given the onus of proof required for that particular Referral;
 - 4.5.1.3 is fully justified, particularly when any advice is at variance with other evidence including the Claimant's statement or a medical report;

- 4.5.1.4 addresses, explains or refutes, any variation of the Claimant's condition from the expected manifestation and progress of the condition within the same statistically predictable group (in general, that group of the same age and sex);
 - 4.5.1.5 is based only on documents that are consistent with one another as to the evidence they contain; inconsistent evidence shall be indicated and the inconsistency explained when providing advice to the AUTHORITY. The CONTRACTOR's advice supporting claimed disablement and activities reported by the Claimant, shall only be given if the activities and disablement are consistent with each other and in keeping with the diagnosis and the likely disabling effects;
 - 4.5.1.6 takes full account of variations in the relevant medical condition(s) that shall be described and the advice shall reflect the degree of the Claimant's disability and it's effects which are present most of the time;
 - 4.5.1.7 takes full account of and records the effects of pain, fatigue and medication on the Claimant's functional capacity or care needs;
 - 4.5.1.8 is appropriate to the questions raised by the AUTHORITY and shall comprehensively answer the questions posed by the AUTHORITY;
 - 4.5.1.9 is legible, presented to the AUTHORITY in the English language and understandable to those without medical qualifications. The CONTRACTOR shall ensure that medical jargon and abbreviations are not used in advice to the AUTHORITY and that medical terminology is explained unless the terms have passed into every day use;
 - 4.5.1.10 accounts for all conditions claimed to be relevant by the Claimant;
 - 4.5.1.11 documents conditions which may be less tangible, such as claimed mental health problems. These shall be fully explored and their effects, or lack of effect, on disablement of the Claimant, shall be documented and carefully explained; and
 - 4.5.1.12 takes full account of the guidance in respect of each benefit, where appropriate, in respect of the use of aids, prostheses and medication.
- 4.6 The CONTRACTOR shall ensure that if an examination is required then it shall be performed in such a way that it gathers all the evidence required to present the appropriate advice and provide the factual information in the manner required by the AUTHORITY. Any additional questions to be answered, or particular areas of difficulty that require explicit clarification, will be communicated to the CONTRACTOR by the AUTHORITY.
- 4.7 Medical Process Outcome Standards
- 4.7.1 The CONTRACTOR shall use reasonable endeavours to ensure that the advice given shall be consistent in that, where possible, the Medical Process outcome advised falls within a range of results related to the mean of all the CONTRACTOR's Medical Process outcomes advised as a result of that process.
 - 4.7.2 The CONTRACTOR acknowledges that the Medical Process outcomes information provided shall be reviewed and refined from time to time when necessary to reflect the AUTHORITY's requirements and to reflect the CONTRACTOR's processing initiatives.
 - 4.7.3 The ranges shall apply at individual unit and individual Health Care Professional level. It should be noted that there may be great inter-unit variation due to demographic and other factors. Therefore consistency of the results over a period

of time at both individual unit and individual Health Care Professional level is of greatest relevance.

- 4.7.4 In the event that any of these outcomes fall without the agreed range the CONTRACTOR shall provide written explanation to the AUTHORITY. The CONTRACTOR shall describe how the Outcome will be brought back within range or initiate Change Control Procedures.
- 4.7.5 Any business process revision or any other change that will cause any of these Medical Process outcomes to fall outside the agreed range shall be subject to Change Control Procedures.
- 4.7.6 In the event that any such Change Control Procedure is approved by the AUTHORITY, the AUTHORITY shall revise the range accordingly.

4.7 Unexpected Findings

- 4.8.1 If, during the examination of the Claimant, the CONTRACTOR's findings indicate or suggest the existence of a disease or medical disorder that may not be apparent to the Claimant or the Claimant's medical carer, the CONTRACTOR shall provide an explanation to the Claimant and obtain the Claimant's consent to pass on the information unless there are circumstances in which failure to obtain consent can be justified. The CONTRACTOR shall use reasonable endeavours to communicate those findings to the Claimant's Medical Practitioner or other appropriate medical carer within twenty four (24) hours. If the CONTRACTOR's findings are communicated by telephone and are Clinically Urgent, reasonable endeavours shall be made to communicate the findings in writing, within twenty four (24) hours, by the CONTRACTOR. The CONTRACTOR shall advise the Claimant to consult their Medical Practitioner, in a manner that does not give rise to undue concern to the Claimant. In the case of International Pension Centre (IPC) the CONTRACTOR shall, if the Claimant does not have a UK based Medical Practitioner, advise the Claimant that he should seek medical attention; the CONTRACTOR shall provide the Claimant with a letter detailing the clinical findings.
- 4.8.2 If, during review of the file of the Claimant for the purpose of provision of advice to the AUTHORITY, the CONTRACTOR's findings indicate or suggest the existence of a disease or medical disorder that may not be apparent to the Claimant or the Claimant's medical carer, then the CONTRACTOR shall provide an explanation to the Claimant and obtain the Claimant's consent to pass on the information unless there are circumstances in which failure to obtain consent can be justified. The CONTRACTOR shall use reasonable endeavours to communicate those findings to the Claimant's Medical Practitioner or other appropriate medical carer within twenty four (24) hours following confirmation that the Claimant consents to release of the information.

4.8 Customer Service

- 4.9.1 The CONTRACTOR shall use reasonable endeavours to ensure that any Specialist examination required shall be performed in such a way that it gathers all the evidence required to form accurate advice and to provide the factual information required by the AUTHORITY. If there are additional questions to be answered or particular areas of difficulty that require explicit clarification, these will be communicated by the AUTHORITY to the CONTRACTOR with the Referral documentation.
- 4.9.2 If the behaviour of the Claimant is abnormal, due to a medical condition, (for example chronic alcoholism or mental health problems), the CONTRACTOR shall use reasonable endeavours to ensure that the examination is completed to the extent that allows advice to be given on the questions posed by the Decision Maker without causing distress to the Claimant.

- 4.9.3 If, during the course of providing the Services, it becomes apparent to the CONTRACTOR that the Claimant may be in receipt of a benefit that is unsupported by the contemporary evidence, the CONTRACTOR shall record this separately to the Referral under consideration and advise the AUTHORITY by returning the record with the Referral.

4.9 Medical Certificates and Medical Reports

- 4.11 In respect of medical certificates and medical reports the CONTRACTOR shall:

- 4.12.2 maintain existing local arrangements whereby Registered Medical Practitioners provide training and guidance to Health Care Professionals at educational or professional meetings;

- 4.12.3 liaise with the author of reports or certificates which are frequently completed to a poor standard, with a view to improving the author's understanding of the requirements to the AUTHORITY, and his own responsibilities under the terms and conditions of service;

- 4.12.4 subsequently notify the AUTHORITY's CMA of any such Registered Medical Practitioners who continues to fail to comply with his terms and conditions of service in this respect;

- 4.12.5 immediately notify the AUTHORITY's CMA of any Registered Medical Practitioners who provides a certificate or report that is, or may be, fraudulent; and

- 4.12.6 ensure that all advice is consistent with the requirements of the AUTHORITY.

- 4.12 In the event that the CONTRACTOR notifies the AUTHORITY's CMA, the AUTHORITY's CMA shall be provided with a copy of the report(s) or certificate(s), if one exists, and copies of all relevant evidence, correspondence and telephone conversation records.

- 4.13 The CONTRACTOR shall not take any action or correspond directly with local or National Health Authorities in respect of medical certificates or reports.

- 4.14 The CONTRACTOR shall develop administrative systems and training that will meet the contractual requirements.

4.15 Sensitive Information

- 4.16.1 The CONTRACTOR shall ensure that all written medical reports and advice are phrased with the expectation that they will be seen by the Claimant, therefore sensitive information shall be handled as set out in the quality and training sections of the relevant Documentation detailed in Schedule 28 of this Agreement. The CONTRACTOR acknowledges that sensitive information includes, but is not limited to:

- 4.16.1.1 harmful Information;
- 4.16.1.2 embarrassing information; and
- 4.16.1.3 confidential information.

- 4.16 The CONTRACTOR shall ensure that potentially Harmful Information apparent at Scrutiny or examination is identified to the Decision Maker as set out in the quality and training sections of the Documentation detailed in Schedule 28 of this Agreement, so that it can be withheld from the Claimant if the Decision Maker so directs.

- 4.17 The CONTRACTOR shall provide to the AUTHORITY as requested written advice and identification where necessary in respect of any Harmful Information contained within the Referral documentation.

4.18 Further Medical Evidence

- 4.19.1 When obtaining Further Medical Evidence, the CONTRACTOR shall make it clear to the author of that evidence that all evidence may be given to the Claimant and that the only information that can legally be withheld from the Claimant is that which may be harmful to the Claimant's health.
- 4.19.2 The CONTRACTOR shall use reasonable endeavours to provide advice based upon the evidence provided by the AUTHORITY. Where this is not possible because the existing evidence does not materially support the Claimant's stated incapacity or disablement the CONTRACTOR shall use reasonable endeavours to ensure that the evidence it seeks to gather, which may include examining the Claimant, will materially contribute to the advice given to the AUTHORITY.

4.19 Posthumous Claims

- 4.20.1 The CONTRACTOR acknowledges that a new claim can be made, or an existing one may continue to be processed, following the death of a Claimant. In such cases a representative acts for the estate of the deceased and shall give consent in the same circumstances as a living Claimant, to progress the claim. The CONTRACTOR shall use reasonable endeavours to progress the claim on the documentary evidence held or obtained. The CONTRACTOR acknowledges that in these circumstances the representative has the same legal rights as the deceased Claimant.

4.20 Health Care Professional Standards

- 4.21.1 At all examinations the CONTRACTOR shall adhere to the standards of conduct required by the AUTHORITY that includes but is not limited to the following:
- 4.21.1.1 allow the Claimant sufficient time to give their relevant medical history, disability or loss of faculty;
 - 4.21.1.2 maintain a non-adversarial manner;
 - 4.21.1.3 explain the purpose of the examination and what it entails;
 - 4.21.1.4 perform the examination in a manner that avoids unnecessary discomfort to the Claimant; and
 - 4.21.1.5 answer any appropriate relevant medical questions posed by the Claimant, without giving an opinion on the outcome of the claim or medical condition.

4.21 Conduct of Specialists

- 4.22.1 The CONTRACTOR shall use reasonable endeavours to ensure that the conduct of Specialists engaged by the CONTRACTOR, is to the same standard as the CONTRACTOR's Health Care Professionals.

4.22 Miscellaneous Medical Requirements

- 4.23.1 Where no medical training or procedural guidance exists for the provision of a Service the CONTRACTOR shall ensure that relevant Documentation is created which meets the requirements of the AUTHORITY.
- 4.23.2 The CONTRACTOR shall contribute towards training and any necessary training material required for the AUTHORITY'S personnel when specified by the Authority.

5 **MEDICAL QUALITY ASSURANCE**

5.1 Systems for recording and reporting information relating to recruitment, training and

monitoring

- 5.1.1 The CONTRACTOR shall maintain databases that collect and report information in relation to recruitment, training, monitoring, Approval and revocation of Approval.
- 5.1.2 The information that is required to be captured includes but is not limited to the following details:
 - 5.1.2.1 Recruitment:
 - 5.1.2.1.1 employment history;
 - 5.1.2.1.2 qualifications; and
 - 5.1.2.1.3 professional Registration.
 - 5.1.2.2 Training:
 - 5.1.2.2.1 training undertaken to support Approval; and
 - 5.1.2.2.2 Continuing Professional and Medical Education.
 - 5.2.2.3 Monitoring:
 - 5.2.2.3.1 audit;
 - 5.2.2.3.2 complaints;
 - 5.2.2.3.3 rework; and
 - 5.2.2.3.4 feedback including appraisal.
 - 5.2.2.4 Approval and revocation of Approval.
 - 5.2.2.5 Revalidation.
- 5.1.3 In relation to training the information that is required includes, but is not limited to the following:
 - 5.1.3.1 dates and training module completed for:
 - 5.1.3.1.1 disability analysis;
 - 5.1.3.1.2 disability awareness;
 - 5.1.3.1.3 professional standards;
 - 5.1.3.1.4 legislation and policy intent;
 - 5.1.3.1.5 customer requirements and service;
 - 5.1.3.1.6 equal opportunities; and
 - 5.1.3.1.7 potentially aggressive situations.
 - 5.1.3.2 dates, assessment modules completed and outcomes for:
 - 5.1.3.2.1 all written tests of training content; and
 - 5.1.3.2.2 all practical tests of training content including benefit type, number and extent of satisfactory performance and number and extent of unsatisfactory performance.
- 5.2 The CONTRACTOR shall record and maintain, separately, for Health Care Professionals, data for each benefit area in which those personnel work, that shall include, but not be limited to:
 - 5.2.1 the number passing the written assessment the first time;
 - 5.2.2 the number passing the written assessment at resitting;
 - 5.2.3 the number passing the practical assessment the first time;
 - 5.2.4 the number passing the practical assessment at resitting; and
 - 5.2.5 the number dropping out of training for any other reason.

- 5.3 The CONTRACTOR shall provide a Medical Quality Monitoring report as detailed in Schedule 16 of this Contract. The Medical Quality Monitoring Report shall, as a minimum,

report on and analyse the following:

- 5.3.1 IB process outcomes;
- 5.3.2 ESA process outcomes;
- 5.3.3 Percentage over threshold for ESA;
- 5.3.4 Rework;
- 5.3.5 Complaints
- 5.3.6 Delivery of training;
- 5.3.7 Quality Report – performance against quality targets (
- 5.3.8 Mitigation (level of detail dependent upon the performance against targets);
- 5.3.9 Actual versus Expected Audit Sample size
- 5.3.10 HCP Capability - annual

5.4 The CONTRACTOR shall report additional information pertaining to recruitment, training, monitoring, remedial action, Approval and revocation of Approval and revalidation in an agreed format periodically, as required by the AUTHORITY.

5.5 The CONTRACTOR shall:

- 5.5.1 take account of complaints about the conduct, manner or behaviour of its Health Care Professionals; and
- 5.5.2 ensure the ongoing good conduct, manner and behaviour of its Health Care Professionals.

5.6 Health Care Professional Capability Measure

5.6.1 The skill and competence of all Health Care Professionals employed by the CONTRACTOR shall be measured against the following five (5) criteria:

- 5.6.1.1 fully registered with the GMC (Registered Medical Practitioners only), NMC (Nurses only) and validated by the CONTRACTOR;
- 5.6.1.2 validation portfolio up to date (Registered Medical Practitioners only);
- 5.6.1.3 technical training relating to specialism completed;
- 5.6.1.4 continuing Medical Education complete; and
- 5.7.1.5 approved for benefit work by Chief Medical Adviser.

5.6.2 The number of Health Care Professionals who fail to fulfil all the five (5) criteria specified for the Health Care Professional capability measure shall not exceed zero (0).

5.6.3 Any Health Care Professional shall, for the first twelve (12) months of his/her employment by the CONTRACTOR, be measured against the Health Care Professional Capability Measure but will not have that measure applied to him/her.

5.7 Multiple Complaints Against Health Care Professionals

5.7.1 The definition of multiple complaints is more than three complaints received within a three-month period – More information is provided in KPI 15 as listed in Schedule 16.

5.8 Only the AUTHORITY may remove Approval from any of the CONTRACTOR's Health Care Professionals.

5.9 Revalidation

5.9.1 **The CONTRACTOR shall provide all Registered Medical Practitioners working**

for and on behalf of the CONTRACTOR with any available evidence required for GMC revalidation from the first date for presentation of annual revalidation evidence after implementation of the GMC revalidation legislation

5.10 Diploma in Disability Assessment Medicine

5.10.1 The CONTRACTOR shall provide, to the AUTHORITY by 31st March of each year, a proposal that meets the requirements of the AUTHORITY, which includes details of the number of Registered Medical Practitioners who will be sponsored by the CONTRACTOR to sit the Diploma in Disability Assessment Medicine.

6. POLICY ADVICE AND ADVISORY BODIES

6.1 The CONTRACTOR shall attend in order to give evidence to bodies as required, which shall include but not be limited to the following: any government committee, statutory body or judicial AUTHORITY as required by the AUTHORITY.

6.2 The CONTRACTOR shall use reasonable endeavours to attend other fora as invited guests as required by the AUTHORITY which shall include but shall not be limited to:

6.2.1 policy research;

6.2.2 policy development and maintenance;

6.2.3 development of benefits for sick and disabled people;

6.2.4 evaluation of provision of medical services to the AUTHORITY; and

6.2.5 promoting Social Security medically related issues to GPs and other interested groups by way of presentations to courses.

6.3 The CONTRACTOR shall comply with any invitation to attend or provide representation on the council of the European Union of Medicine in Assurance and Social Security (EUMASS).

6.4 The CONTRACTOR shall provide the AUTHORITY with advice, guidance and support on any issues relating to the provision of Services, when reasonably requested to do so.

6.5 The CONTRACTOR shall take positive action to share with the AUTHORITY any proposals or views and initiatives which could bring about improvement in the Services.

6.6 The CONTRACTOR shall provide information to the AUTHORITY as reasonably required, to assist in the monitoring and evaluation of the likely effect of any proposed policy development on the Services.

7. APPEALS

7.1 Should the AUTHORITY decide to implement mechanisms for improved feedback on the outcome of Appeals at local levels, the CONTRACTOR shall fully cooperate with the AUTHORITY in that implementation, at all times complying with agreed timescales.

8.2

8. PROVISION OF TRAINING TO REGISTERED MEDICAL PRACTITIONERS IN THE ISLE OF MAN

9.1 The CONTRACTOR shall confirm that it is willing to provide training to Registered Medical Practitioners in the Isle of Man Department of Health and Social Security.

10. MEDICAL REPORTS – MISCELLANEOUS REQUIREMENTS

- 10.1 Should the AUTHORITY require it, the CONTRACTOR shall work with the AUTHORITY to provide, IB85 reports and other reports to the AUTHORITY, electronically, in addition to the requirement to provide electronic IB85 reports to DCS as specified in Schedule 4 Section 4.12
- 10.2 Should the AUTHORITY agree to the replacement of LiMA as the software for the production of electronically generated, evidence based reports, the CONTRACTOR shall be responsible for all costs associated with installing and configuring new software, data migration and any staff training.
- 10.3 The CONTRACTOR shall work collaboratively with the AUTHORITY to implement the national rollout of electronically generated, evidence based medical reports for individual benefits that includes but may not be limited to:
- AA/DLA
 - IIDB; and
 - Service Personnel & Veterans Agency
- 10.4 Should the AUTHORITY require it, the CONTRACTOR shall work collaboratively with the AUTHORITY to progress the production of reports via a single medical examination.
11. **ENHANCEMENT OF THE MEDICAL SCRUTINY PROCESS**
- 11.1 The CONTRACTOR shall provide full cooperation to the AUTHORITY in the provision and analysis of Personal Capability Assessment data and provide full cooperation in any revisions to the Scrutiny process whether on a national or pilot basis that might arise from that analysis.

SCHEDULE 4 SECTION 4.2

SERVICE DESCRIPTION

**INCAPACITY BENEFIT/INCOME SUPPORT/HOUSING BENEFIT/COUNCIL TAX BENEFIT AND
OTHER RELATED ADVANTAGES**

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SCHEDULE 4 SECTION 4.2**SERVICE DESCRIPTION****INCAPACITY BENEFIT/INCOME SUPPORT/HOUSING BENEFIT/COUNCIL TAX BENEFIT AND OTHER RELATED ADVANTAGES****1. GENERAL**

1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of Schedule 4 and the Service Levels detailed in Schedule 5.

1.2 The CONTRACTOR shall ensure that:

1.2.1 Medical advice is provided by Approved Health Care Professionals.

1.2.2 Medical scrutiny is provided by Approved Health Care Professionals.

1.2.3 PCA examinations are undertaken by Approved Health Care Professionals.

1.3 Upon completion of all the necessary actions, the CONTRACTOR shall return to the AUTHORITY all documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY.

2.0 Advice Referrals

2.1 The CONTRACTOR shall provide any medical advice or clarification of medical advice that the AUTHORITY requests.

3.0 IB Referrals**3.1 Issuing the questionnaire**

3.1.1 On receipt of a Q referral, the CONTRACTOR shall issue the IB50 questionnaire to the Claimant or their representative.

3.1.2 The CONTRACTOR shall automatically issue a reminder to the Claimant or their representative if the IB50 questionnaire is not returned to the CONTRACTOR after twenty eight (28) calendar days of having provided it to the Claimant or their representative.

3.1.3 If the Claimant or their representative does not return the completed IB50 questionnaire within forty three (43) calendar days of its issue, the CONTRACTOR shall advise the AUTHORITY, except where Mental Health conditions have been notified by the AUTHORITY.

3.1.4 Where Mental Health conditions have been notified by the AUTHORITY and the IB50 questionnaire is not returned, the CONTRACTOR shall undertake a "Scrutiny check" as detailed in para 3.2.

3.2 Scrutiny

3.2.1 The CONTRACTOR shall undertake a Scrutiny check to establish whether:

3.2.1.1 The IB50 has been completed with all relevant information:

3.2.1.2 FME is required to provide advice to the Authority:

3.2.1.3 If PCA examination is required, whether it is more appropriate to be conducted by a Registered Nurse or Medical Practitioner in accordance with the agreed criteria.

3.2.1.4 If PCA examination is required, whether it is appropriate for an examination in a

Medical Examination Centre (MEC), or a Domiciliary Visit

3.2.2 Upon completion of the Scrutiny check, the CONTRACTOR shall:

- 3.2.2.1 Advise the AUTHORITY whether the Claimant is suffering from an exempt incapacity: or
- 3.2.2.2 Advise the AUTHORITY whether the Claimant meets the threshold for incapacity: or
- 3.2.2.3 Arrange a PCA with the Claimant.

4. Personal Capability Assessment

4.1 General

4.1.1 Where the CONTRACTOR is unable to determine that the Claimant is suffering from an exempt incapacity or meets the threshold for incapacity, the CONTRACTOR shall arrange with the Claimant for a PCA to be carried out.

4.1.2 If during the course of the PCA, the Claimant has a condition that falls into an exempt category, the CONTRACTOR shall curtail the PCA and advise the AUTHORITY.

4.1.3 The AUTHORITY reserves the right to instruct the CONTRACTOR to complete a Face to Face Assessment.

4.2 In respect of Claimants who are Unable to Attend

4.2.1 The CONTRACTOR shall offer a further appointment to those Claimants who are Unable to Attend the first arranged appointment without reference back to the AUTHORITY.

4.2.2 If the Claimant is Unable To Attend the second arranged appointment, the CONTRACTOR shall use reasonable endeavours to despatch all documentation to the AUTHORITY within twenty four (24) hours of the second arranged appointment date.

4.2.3 The CONTRACTOR shall record the reasons for non-attendance on MSRS.

4.3 In respect of Claimants who Do Not Attend

4.3.1 If the Claimant Does Not Attend an arranged appointment the CONTRACTOR shall use reasonable endeavours to despatch all papers to the AUTHORITY within twenty four (24) hours of the date of that arranged appointment.

4.3.2 The CONTRACTOR shall use reasonable endeavours to despatch to those Claimants who Do Not Attend the examination the appropriate form which obtains the reasons for non attendance within twenty four (24) hours of the Claimant not attending the arranged appointment.

4.3.4 The CONTRACTOR shall record the reasons for non-attendance and details of all attempts to contact the Claimant.

5.0 Own Occupation Test Referrals

5.1 The CONTRACTOR will receive the appropriate Referral documentation from the AUTHORITY

5.2 The CONTRACTOR shall advise whether or not the Claimant's capable of their own occupation, and if not, when significant improvement could be expected.

SCHEDULE 4 SECTION 4.3
SERVICE DESCRIPTION
SEVERE DISABLEMENT ALLOWANCE

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SCHEDULE 4 SECTION 4.3**SERVICE DESCRIPTION****SEVERE DISABLEMENT ALLOWANCE****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements as detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY.
- 1.3 Upon completion of all necessary actions, the CONTRACTOR shall return all Referral documents received from the AUTHORITY or gathered on behalf of the AUTHORITY in the format agreed with the AUTHORITY.
- 1.4 When required by the AUTHORITY, the CONTRACTOR shall, in addition to giving an opinion on the disablement question for Severe Disablement Allowance, provide advice on the future application of the Personal Capability Assessment, where in the CONTRACTOR's opinion the assessment of the level of disablement is less than eighty percent (80%).
 - 1.4.1 For the avoidance of doubt, the legislation requires that an assessment of disablement must be expressed as a percentage and that, for the purposes of the assessment:
 - 1.4.1.1 whole numbers which are not multiple of ten (10) but are multiples of five (5) should be rounded up to the next higher multiple of ten (10) and other intermediate whole numbers should be rounded to the nearest multiple of ten (10), i.e. an assessment of sixty five percent (65%) should be rounded up to seventy percent (70%) and sixty four percent (64%) down to sixty percent (60%); and
 - 1.4.1.2 where in the CONTRACTOR's opinion the disablement is found to be less than five percent (5%) in total, the CONTRACTOR shall not round this figure down to zero but shall record its opinion of the assessment of disablement as the actual percentage i.e. one to four.
 - 1.4.2 Rounding is applied only to the opinion on the total assessment and not to the assessment of each individual condition.
 - 1.4.3 When the CONTRACTOR is informed of the death of a Claimant before it has provided an opinion on the case, the CONTRACTOR shall immediately suspend further action and shall return all documentation, including any Further Medical Evidence obtained, to the AUTHORITY.
 - 1.4.4 The CONTRACTOR may be able to provide an opinion on disablement without the need for examination if in its opinion the Claimant is eighty percent (80%) disabled based on the evidence on file or if it considers that it is likely that it would be able to provide an opinion that the Claimant is eighty percent (80%) disabled if Further Medical Evidence is obtained.
 - 1.4.5 The CONTRACTOR shall record its opinion(s) on form(s) approved by the AUTHORITY. The forms are designed to lead the CONTRACTOR to record a statement of findings on all questions of fact material to its opinion regarding the assessment of the disablement. The CONTRACTOR shall ensure that no other form(s) are used without the prior approval and consent of the AUTHORITY.

1.4.6 The AUTHORITY may require an opinion on disablement for a given period only. Where this is the case the period shall be indicated to the CONTRACTOR by the AUTHORITY on the appropriate form.

1.4.7 In respect of those Claimants who are Unable to Attend or Did Not Attend appointments, the CONTRACTOR shall proceed in accordance with the provisions of Paragraphs 4.2 to 4.3 of Section 4.2 of this Schedule 4 except that the CONTRACTOR is not required to dispatch to those Claimants who Do Not Attend the examination, the appropriate form which obtains the reasons for non-attendance.

2 SPECIFICS

2.1 Referral for consideration of the 80% disablement test and where appropriate, in addition, advice on the future application of the Personal Capability Assessment

2.1.1 Referral for the 80% Disablement Test only

2.1.1.1 Where the CONTRACTOR is unable to provide an opinion without examination the CONTRACTOR shall make all necessary arrangements for a medical examination to be undertaken. The CONTRACTOR shall provide an opinion on the disablement question and complete the medical report form(s) taking into account all conditions found and giving the date from which the opinion on the assessment begins and the date at which the opinion on the assessment ends.

2.1.2 Referral for 80% Disablement Test and advice on the future application of the Personal Capability Assessment.

2.1.2.1 The CONTRACTOR shall provide an opinion on the disablement question as in paragraph 2.1 of this section 4.3 of Schedule 4.

2.1.2.2 Where the AUTHORITY has indicated as part of the Referral documentation that it requires advice regarding the future application of the Personal Capability Assessment in addition to an opinion on the disablement, the CONTRACTOR shall complete a report on the Claimant's functional limitations based on the Claimants statement and clinical findings and shall give an opinion of the functions in relation to the Personal Capability Assessment on the appropriate form only when the level of disablement is assessed at less than 80%.

2.1.2.3 Where the CONTRACTOR is unable to provide an opinion of the functions in relation to the Personal Capability Assessment without an examination, the CONTRACTOR shall return the referral to the AUTHORITY. The AUTHORITY will make a new referral as per Section 4.2 of this Schedule 4, the SDA documentation will be sent as a supporting case file.

2.3 Advice where the claimant disputes the authority decision and provides Further Medical Evidence

2.3.1 Upon receipt of the Referral documentation the CONTRACTOR shall provide an opinion as to whether the further evidence supplied warrants a change to the previous opinion provided by the CONTRACTOR in accordance with the requirements contained in this section.

2.3.2 Where the further evidence supplied results in a revised opinion on the assessment of the level of disablement the CONTRACTOR shall advise whether this revised opinion effects the original opinion provided on the incapacity question.

SCHEDULE 4 SECTION 4.4

SERVICE DESCRIPTIONS

HM REVENUE and CUSTOMS STATUTORY SICK PAY/STATUTORY MATERNITY PAY

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SCHEDULE 4 SECTION 4.4**SERVICE DESCRIPTIONS****HM REVENUE and CUSTOMS STATUTORY SICK PAY/STATUTORY MATERNITY PAY****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements set out in Section 4.1 of this Schedule 4
- 1.2 The CONTRACTOR shall return all documentation to the AUTHORITY in the same format as received, including any Further Medical Evidence which the CONTRACTOR has obtained in order to advise the AUTHORITY, unless instructed to do otherwise by the AUTHORITY.
- 1.3 The CONTRACTOR shall use reasonable endeavours to provide advice from the evidence presented by the AUTHORITY. Where it is not able to do so because the existing evidence does not support the Claimant's stated incapacity, the CONTRACTOR shall use reasonable endeavours to ensure that any Further Medical Evidence it gathers shall materially contribute to the advice given to the AUTHORITY. If the CONTRACTOR is unable to ensure that the Further Medical Evidence will materially contribute to its advice, then the CONTRACTOR shall arrange for an examination to be undertaken.
- 1.4 The CONTRACTOR shall ensure that authorisation for the examination is given by Medical Personnel Approved by the Secretary of State.
- 1.5 The CONTRACTOR shall undertake Own Occupation Test medical examinations by the one hundred and ninety sixth day (196th) of the Period of Interruption of Work, as indicated by the AUTHORITY on the appropriate form, irrespective of the prescribed Service Level targets. Referrals for the Own Occupation Test will be sent to the CONTRACTOR by the AUTHORITY no later than ten (10) weeks before the one hundred and ninety sixth (196th) day of the Period of Interruption of Work.
- 1.6 Where in the CONTRACTOR's opinion the Claimant's prognosis indicates that a further Referral is to be made at a later date, the CONTRACTOR shall indicate if Further Medical Evidence is required from the AUTHORITY.

2. SPECIFICS**2.1 CN Referral to Determine If Incapacity is Pregnancy Related**

- 2.1.1 The CONTRACTOR will receive the appropriate form from the Claimant's Medical Practitioner.
- 2.1.2 Upon receipt of this form, the CONTRACTOR shall determine if the Claimant's/employee's incapacity is related to her pregnancy.
- 2.1.3 The CONTRACTOR shall reply in the format required by the AUTHORITY and shall return the same to the AUTHORITY.

2.2 SO Disputed Pregnancy-Related Incapacities

- 2.2.1 The CONTRACTOR will receive the following from the AUTHORITY:
- the appropriate Referral documents
 - the date of issue of the appropriate form requesting Further Medical Evidence from the Claimant's Medical Practitioner, if appropriate.
- 2.2.2 Upon receipt of the appropriate Referral documents from the AUTHORITY, the CONTRACTOR will allow a reasonable time for the form to be returned from the

Claimant's Medical Practitioner and then proceed with the action as described in Paragraph 2.2.3 below.

2.2.3 The CONTRACTOR shall give an opinion, as to whether the Claimant's/employee's incapacity is wholly or partly pregnancy related. Where the CONTRACTOR is unable to advise in accordance with the provisions of Paragraph 1.3 of this Section 4.4 of Schedule 4, it shall arrange for an examination to be carried out.

2.2.4 The CONTRACTOR shall complete all forms as required by the AUTHORITY and shall return the same to the AUTHORITY.

2.3 SL Referrals for advice where an employer/employee has applied to the AUTHORITY for a decision on payability of Statutory Sick Pay (including cases where the employer refuses to pay Statutory Sick Pay).

2.3.1 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY.

2.3.2 The CONTRACTOR shall advise as to whether or not the Claimant is capable of his/her own occupation and if not, when a significant improvement can be expected. Where the CONTRACTOR is unable to advise in accordance with the provisions of Paragraph 1.3 of this Section 4.4 of Schedule 4, it shall arrange for an Own Occupation Test examination to be carried out.

2.3.3 The CONTRACTOR shall reply in the format as required by the AUTHORITY and shall return the same to the AUTHORITY.

2.3.4 The CONTRACTOR shall provide advice for a retrospective period after incapacity has ended as directed by the AUTHORITY.

2.4 SK Referrals when the AUTHORITY has received a request for advice from an Employer regarding Repeated Short Period Claims

2.4.1 The CONTRACTOR will receive the following from the AUTHORITY:

- the appropriate Referral documents
- the date of issue of the appropriate form requesting Further Medical Evidence from the Claimant's Medical Practitioner, if appropriate.

2.4.2 Upon receipt of the Referral documents from the AUTHORITY, the CONTRACTOR will allow a reasonable time for the form to be returned from the Claimant's Medical Practitioner and then proceed with the action as described in Paragraph 2.4.3 below.

2.4.3 The CONTRACTOR shall advise as to whether or not there are reasonable grounds for the Claimant having frequent absences from work and as to whether the evidence accounts for the current/recently-terminated absence from work. Where the CONTRACTOR is unable to advise in accordance with the provisions of Paragraph 1.3 of this Section 4.4 of Schedule 4, it shall arrange for an Own Occupation Test examination to be carried out.

2.4.4 The CONTRACTOR shall reply in the format as required by the AUTHORITY and shall return the same to the AUTHORITY.

2.4.5 The CONTRACTOR shall provide advice for a retrospective period after incapacity has ended as directed by the AUTHORITY.

SCHEDULE 4 SECTION 4.5
SERVICE DESCRIPTION
AGE DETERMINATION

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SCHEDULE 4 SECTION 4.5**SERVICE DESCRIPTION****AGE DETERMINATION****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.

2 AGE DETERMINATION SPECIFIC REQUIREMENTS

- 2.1 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY that shall include but not be limited to:
- a) the file with any available supporting evidence;
 - b) a minute directing the required action and indicating the Claimant's recorded and alleged date of birth; and
 - c) the age applicable to the specific medical question.
- 2.2 The CONTRACTOR shall ensure that the examination is carried out by an appropriate Medical Specialist.
- 2.3 The CONTRACTOR shall provide an appropriately completed medical examination report form, which provides responses to all questions raised by the AUTHORITY (particularly that of whether on the balance of probability a person has reached the age now alleged).
- 2.4 The CONTRACTOR shall return to the AUTHORITY a fully completed medical report form which gives a response and an opinion on the age of the Claimant. The medical examination shall provide a reasonably reliable assessment of the Claimant's age, stating the range within which the age is estimated. The range shall not exceed five (5) years either way.
- 2.5 The CONTRACTOR shall highlight any Harmful Information contained within the documentation being returned to the AUTHORITY. The CONTRACTOR shall complete a separate form setting out this information, if requested to do so by the AUTHORITY.
- 2.6 The CONTRACTOR shall return all Referral documents received from the Authority or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do otherwise by the AUTHORITY.

SCHEDULE 4 SECTION 4.6
SERVICE DESCRIPTION
JOBSEEKERS ALLOWANCE

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SCHEDULE 4 SECTION 4.6**SERVICE DESCRIPTION****JOBSEEKERS ALLOWANCE****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.

2. JOBSEEKERS ALLOWANCE SPECIFIC REQUIREMENTS

- 2.1 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY.
- 2.2 The CONTRACTOR shall complete the appropriate report form which shall provide a response to the questions raised by the AUTHORITY together with a medical opinion that explains the effect that such a condition will have, or may have, on the sufferer.
- 2.3 The CONTRACTOR shall give clarification of the medical terminology contained within the report to the full satisfaction of the AUTHORITY. The CONTRACTOR shall provide this information in a format, which allows the AUTHORITY to understand and assimilate it. Any clarification resulting from queries where the CONTRACTOR has not provided clarity will be considered Rework.
- 2.4 The CONTRACTOR shall highlight any Harmful Information contained in the report. The CONTRACTOR shall complete a separate form setting out this information if requested to do so by the AUTHORITY.

SCHEDULE 4 SECTION 4.7
SERVICE DESCRIPTIONS
OCCUPATIONAL HEALTH ASSESSMENTS

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SCHEDULE 4 SECTION 4.7**SERVICE DESCRIPTIONS****OCCUPATIONAL HEALTH ASSESSMENTS****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements set out in Section 4.1 of this Schedule 4.
- 1.2 Upon completion of all necessary actions the CONTRACTOR shall return to the AUTHORITY all documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do otherwise by the AUTHORITY.

2. OCCUPATIONAL HEALTH SPECIFIC REQUIREMENTS

- 2.1 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY.
- 2.2 Upon receipt, the CONTRACTOR shall arrange for an Occupational Health Assessment to be undertaken.
- 2.3 The CONTRACTOR shall ensure that Occupational Health Assessments are carried out by appropriately qualified Registered Medical Practitioners.
- 2.4 The CONTRACTOR shall provide Registered Medical Practitioners who are:
- a) fully registered, without restrictions or conditions, on the Principal List of the GMC; and in addition
 - b) from the date on which the GMC issues licences to practice, hold a current licence to practice.
- 2.4.1 In addition they must have three years post-registration experience as a minimum. In individual cases, solely at the discretion of the AUTHORITY's CMA, the requirement that:
- a) no conditions be attached to registration; and
 - b) Registered Medical Practitioners must have a minimum of three years post-registration experience,
- may be waived.
- 2.5 The requirement for Registered Medical Practitioners to have experience in broad based medical practice is not required, however in addition to meeting the requirements in paragraph 2.4, the CONTRACTOR shall provide Registered Medical Practitioners who also have the following training, qualifications and experience that are pertinent to providing Occupational Health Assessments:
- a) experience in providing occupational health; plus either
 - b) DDAM; or
 - c) a higher occupational health qualification (Associateship of the Faculty of Occupational Medicine (AFOM), Membership of the Faculty of Occupational Medicine (MFOM)).

- 2.5.1 The CONTRACTOR acknowledges that the Diploma in Occupational Medicine (DoccMed) on its own is not sufficient.
- 2.6 The CONTRACTOR shall ensure that all Medical Personnel employed by, or contracted to, the CONTRACTOR for the provision of Services, shall be Approved by the AUTHORITY acting on behalf of the Secretary of State.
- 2.7 The CONTRACTOR shall use reasonable endeavours to ensure that any Registered Medical Practitioner who has previously been involved in advising or examining the Jobseeker in connection with previous claims for benefit is excluded from conducting the Occupational Health Assessment.
- 2.8 The CONTRACTOR shall provide the AUTHORITY with a fully completed report on the appropriate AUTHORITY form.
- 2.9 The CONTRACTOR shall ensure that the completed report provides a full response to all the questions raised by the AUTHORITY.
- 2.10 The CONTRACTOR shall provide typed reports (which for the purpose of this Agreement shall include word processed documents in electronic or paper form).
- 2.11 Retention cases
- 2.11.1 The CONTRACTOR will receive the appropriate Referral documents from the AUTHORITY.
- 2.11.2 Upon receipt of the Referral documents the CONTRACTOR shall arrange for an Occupational Health Assessment to be undertaken.
- 2.11.3 In certain retention cases the CONTRACTOR shall arrange to visit the employee in their workplace and shall conduct the Occupational Health Assessment there, if directed to do so by the AUTHORITY.
- 2.11.4 The CONTRACTOR shall provide the AUTHORITY with a fully completed report on the appropriate AUTHORITY form.
- 2.11.5 The CONTRACTOR shall ensure that the completed report provides a full response to all the questions raised by the AUTHORITY.
- 2.11.6 The CONTRACTOR shall provide typed reports (which for the purpose of this Agreement shall include word processed documents in electronic or paper form).

**SCHEDULE 4 SECTION 4.8
SERVICE DESCRIPTIONS
HM REVENUE and CUSTOMS CHILD TRUST FUND**

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SCHEDULE 4 SECTION 4.8**SERVICE DESCRIPTIONS****HM REVENUE and CUSTOMS CHILD TRUST FUND****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR will receive the appropriate Referral documentation from the AUTHORITY.

2. SPECIFICS

- 2.1 The CONTRACTOR shall provide the AUTHORITY with advice as to whether the Claimant is Terminally Ill as defined by Disability Living Allowance legislation.
- 2.2 The CONTRACTOR shall highlight any Harmful Information contained within the documentation being returned to the AUTHORITY. The CONTRACTOR shall identify on a separate form if appropriate, any Harmful Information contained in the documentation being returned to the AUTHORITY.
- 2.3 The CONTRACTOR shall return all Referral documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do otherwise by the AUTHORITY.
- 2.4 The CONTRACTOR shall return all referral documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do so by the AUTHORITY.
- 2.5 Where the referral is by facsimile from the AUTHORITY, the CONTRACTOR shall destroy all referral documentation in the manner as detailed in Schedule 20.
- 2.6 The CONTRACTOR acknowledges that all other Further Medical Evidence gathering will remain the responsibility of the AUTHORITY.

SCHEDULE 4 SECTION 4.9
SERVICE DESCRIPTIONS
INDUSTRIAL INJURIES DISABLEMENT BENEFITS

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SCHEDULE 4 SECTION 4.9**SERVICE DESCRIPTIONS****INDUSTRIAL INJURIES DISABLEMENT BENEFITS****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR shall use reasonable endeavours to ensure that any hospital case notes loaned from any third party are returned to the third party once all action has been completed and within ten (10) working days of receipt. The CONTRACTOR shall ensure that once all action has been completed in relation to X-Rays, the X Ray Disc is destroyed in accordance with the DWP Security Policy.
- 1.3 The CONTRACTOR shall provide advice on any appropriate disablement, diagnosis or Recrudescence questions arising on an industrial injuries disablement benefit claim in accordance with all relevant Social Security legislation as set out in Paragraph 1.1 of Section 2.4 of Schedule 2.
- 1.4 The CONTRACTOR shall not provide an opinion on any questions referred to it if the Claimant fails to attend, unless the CONTRACTOR has the Claimant's prior written consent.
- 1.5 The CONTRACTOR shall record its opinions on appropriate form(s) approved by the AUTHORITY. The forms are designed to lead the CONTRACTOR to give an opinion on the questions posed by the AUTHORITY. The CONTRACTOR shall ensure that all relevant parts of the forms are fully completed. The CONTRACTOR shall ensure that no other form(s) are used without the prior approval and consent of the AUTHORITY.
- 1.6 The CONTRACTOR shall ensure that where, during the consideration of any question, it has taken into account consultants reports, verbatim extracts of hospital case notes or other medical evidence, the report contains a record of the fact.
- 1.7 To assist in the determination of entitlement to reduced earnings allowance, the AUTHORITY shall require written medical advice from the CONTRACTOR relating to a Claimant's capacity to perform their regular occupation and/or suitable alternative work. When such advice is required at the same time that the CONTRACTOR is providing an opinion on the disablement benefit claim the CONTRACTOR shall ensure that it proceeds to complete any additional advice from which the AUTHORITY has included in the Referral Documents.
- 1.8 If the CONTRACTOR's opinion is that disablement is assessed at ninety five percent (95%) or more the CONTRACTOR shall ensure that it completes the appropriate report form to provide details of the Claimant's attendance needs and shall provide written medical advice to the AUTHORITY advising on the nature and amount of attendance needed by the Claimant.
- 1.9 The CONTRACTOR shall attach priority to, and handle urgently at all stages, Referrals where there is evidence to suggest that the Claimant is Terminally Ill.
- 1.10 The CONTRACTOR shall provide an opinion on all PD D3 Referrals, on the basis of evidence either submitted by the AUTHORITY or obtained by the CONTRACTOR where appropriate. For the avoidance of doubt the CONTRACTOR shall not arrange for an examination to be undertaken for this type of Referral, except in exceptional circumstances.
- 1.11 Where the original report is not typewritten or electronically produced by the CONTRACTOR, the CONTRACTOR shall when required by the AUTHORITY provide a typed copy on request. This may include but not be limited to, responses to requests by Claimants or their representatives for type written copies, and responses in connection with submissions to Tribunals Service.

- 1.12 Where appropriate, the AUTHORITY will provide details of existing disablement assessments that are available and will provide all previous BI8(s) for the information of the CONTRACTOR.
- 1.13 When a Claimant dies before the CONTRACTOR has given an opinion on the case, the CONTRACTOR shall immediately suspend further action and shall return all Referral Documents, including any further evidence obtained, to the AUTHORITY.
- 1.14 When the Referral is made in respect of a Claimant who is deceased, the Referral Documents will include a notice from the AUTHORITY appointing another person (the appointee) to act on the Claimant's behalf. The CONTRACTOR shall ensure that all appropriate communication in these types of Referrals is undertaken with the named appointee.

2. INDUSTRIAL ACCIDENT REFERRALS

2.1 Accident Declaration Referrals

2.1.1 The CONTRACTOR will receive the appropriate Referral Documents which will contain a variety of information and documentation which will include but is not limited to the appropriate claim form.

2.1.2 SO 1 - Referral for Advice to Assist With The Determination Of An Accident Question – Service Required

2.1.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY. The AUTHORITY will include in the documentation a written submission, which will include specific details of the facts, which the Decision Maker has accepted, and the advice required. This advice will generally include:

- a) whether it is more probable than not that the Claimant has suffered a pathological change for the worse as a result of the claimed accident;
- b) whether the change is likely to have been caused or materially contributed to by any factor of the Claimant's work (as described in the Referral Documents).
- c) obtaining medical evidence from the Claimant's GP or hospital to confirm that the accident occurred

2.1.2.2 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

2.2 Industrial Accident Assessments

2.2.1 General

2.2.1.1 The CONTRACTOR will receive a completed Referral file form BI 8 from the AUTHORITY which will contain a variety of information and documentation which will include but is not limited to the appropriate claim form and the medical report(s) forms to be completed. The BI8(s) will include details of any existing disablement assessments and will be accompanied by all previous BI8(s) for the information of the CONTRACTOR.

2.2.2 EI 1 Industrial Accident – Initial Assessment – Service required

- 2.2.2.1 Before an industrial accident case is referred to the CONTRACTOR for advice on the disablement questions, the AUTHORITY will normally have accepted that the Claimant has sustained an industrial accident. The Referral Documents sent to the CONTRACTOR by the AUTHORITY will include a description of the accepted industrial accident and the date it occurred. Where the AUTHORITY requires assistance in determining an accident question, a Referral will be made for advice as on paragraph 2.1 of this Section 4.9 of Schedule 4.
- 2.2.2.2 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 2.2.2.3 The CONTRACTOR shall make all necessary arrangements for a medical examination to be undertaken, to provide an opinion on the relevant loss of faculty and the disablement questions, and for full completion of the medical report form(s).
- 2.2.2.4 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

2.3 Industrial Accident – Reassessments

2.3.1 General

- 2.3.1.1 Before the end of the period of a provisional assessment the AUTHORITY will return the Referral file form BI8 to the CONTRACTOR. The information on the file cover will have been updated, where appropriate, by the AUTHORITY and will include all previous Referral Documents and all previous assessment forms.
- 2.3.1.2 If the CONTRACTOR's opinion is that a further assessment is appropriate it shall ensure that the opinion given on the further assessment commences on the next day following the day of expiry of the previous assessment.
- 2.3.1.3 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

2.3.2 EO 1 Industrial Accident Reassessment – Service Required

- 2.3.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY at least two (2) months before the end of the period of a provisional assessment.
- 2.3.2.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to provide an opinion on whether the accident still results in any relevant loss of faculty, an opinion on the disablement questions and full completion of the appropriate medical report form(s).
- 2.3.2.3 If the CONTRACTOR'S opinion is that a further assessment is appropriate, it shall ensure that the opinion given on the further assessment commences on the next day following the day of expiry of the previous assessment.
- 2.3.2.4 The CONTRACTOR shall ensure that it completes all necessary actions and returns the file to the AUTHORITY at least five (5) Working Days before the expiry of the previous assessment.

3 PRESCRIBED DISEASES

3.1 General

- 3.1.1 Before this type of case is referred to the CONTRACTOR to arrange for the provision of a medical report, the AUTHORITY will normally have accepted that the Claimant has worked in an employment that is prescribed in relation to the disease claimed. This may not be the case for certain Diffuse Mesothelioma (PD D3) referrals or for specific diseases when it is known that the claimant is Terminally Ill.
- 3.1.2 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY completed as necessary and which will include details of the prescribed disease which has been claimed. On Referrals where the AUTHORITY has completed its prescription enquiries the documentation will include a description of the accepted prescription and a form of enquiry addressed to the Claimant's employer. The current BI8(s) will include details of any existing disablement assessments that are available and will be accompanied by all previous BI8(s) for the information of the CONTRACTOR.
- 3.1.3 Where appropriate the BI8 will contain a variety of Referral Documents together with any relevant x-rays already held by the AUTHORITY for the information of the CONTRACTOR.
- 3.1.4 If the CONTRACTOR's opinion is that the Claimant is not suffering from the Prescribed Disease claimed, but the CONTRACTOR considers that the Claimant is suffering from an (other) PD (s), the CONTRACTOR shall provide an opinion as in paragraph 3.2 of this Section 4.9 of Schedule 4.
- 3.1.5 When the CONTRACTOR is considering a diagnosis question, in relation to a claim in respect of any PD numbered D1 (when asbestosis), D3, D8 and D9, the CONTRACTOR must advise in its opinion, which one if any is diagnosed.

3.2 SI 1 Initial Assessment Prescribed Diseases (excluding the diseases numbered A10 and D12)

- 3.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 3.2.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to provide an opinion on the diagnosis/recrudescence question and any disablement questions that arise.
- 3.2.3 The CONTRACTOR shall, in the first instance, provide an opinion as to whether or not the disease claimed is diagnosed.
- 3.2.4 Where the CONTRACTOR'S opinion is that the disease(s) claimed is/may be diagnosed the CONTRACTOR shall provide an opinion on any diagnosis or recrudescence question that arises.
- 3.2.5 Where, in the CONTRACTOR'S opinion, the PD(s) or a sequela thereof is diagnosed, the CONTRACTOR shall record the date from when the Claimant first suffered from the disease(s).
- 3.2.6 Where the CONTRACTOR'S opinion is that a first or fresh contraction of the disease is diagnosed, the CONTRACTOR shall record an opinion as to whether this is due to the nature of the Claimant's employment, for the information of the AUTHORITY.
- 3.2.7 If the opinion of the CONTRACTOR is that the disease claimed is not diagnosed, the CONTRACTOR shall advise the AUTHORITY to that effect and shall return all documentation to the AUTHORITY.

- 3.2.8 If having considered the diagnosis/recrudescence question, any disablement questions arises; the CONTRACTOR shall provide an opinion and fully complete all appropriate forms.
- 3.2.9 In respect of PD A11 Referrals, in circumstances where the clinical evidence suggests severe sensorineural damage due to vibration, the Contractor shall undertake sensorineural testing to confirm the severity of vibration damage before giving an opinion on the diagnosis or whether or not PD A11 is diagnosed.
- 3.2.10 In circumstances where the clinical evidence suggests severe sensorineural damage due to vibration, the Contractor shall undertake sensorineural testing, before giving an opinion on the diagnosis or not PD A11 is diagnosed.
- 3.2.11 To protect the customer's personal information the Contractor shall ensure that the PD A11 Lap Top computers used to undertake the PD A11 examination are fully encrypted to DWP standards to comply with DWP Security Policy in accordance with Schedule 20 of the AGREEMENT. The Lap Top must also be stored in a secure locked cabinet when not in use in accordance with the DWP Clear Desk Policy. Once the examination details have been transmitted to the AUTHORITY the customer's details must be deleted from the Lap Top within 24 hours.
- 3.3 EO 1 - Prescribed Diseases (excluding the diseases numbered A10 and D12 Reassessments).
- 3.3.1 The procedures for reassessment Referrals for PDs are similar to those for Industrial Accidents, except that any form used by the CONTRACTOR to record its opinion is determined by the PD claimed.
- 3.3.2 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 3.3.3 The CONTRACTOR shall make all necessary arrangements for a medical examination of the Claimant, shall provide an opinion on whether the PD results in any relevant loss of faculty and an opinion on the disablement questions, and fully complete all of the appropriate medical report forms.
- 3.3.4 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 3.4 FN 1 - Prescribed Disease Numbered D12- initial assessment
- 3.4.1 The definition of PD D12 includes a description of the screening test (hereinafter referred to as the diagnostic screening test), which the CONTRACTOR shall apply on claims for this disease, ensuring that the equipment adheres to standards as defined by the British Society of Audiology.
- 3.4.2 Before this type of case is referred to the CONTRACTOR, the AUTHORITY will normally have accepted that the Claimant has worked in an employment that is prescribed in relation to the disease claimed. This may not have been the case if the AUTHORITY is aware that the Claimant is Terminally Ill.
- 3.4.3 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 3.4.4 The CONTRACTOR shall make all necessary arrangements for a medical examination to provide an opinion on the diagnosis/recrudescence question and any disablement questions that arise.
- 3.4.5 The CONTRACTOR shall not proceed to consider the diagnosis question for this

disease until it has been established that the diagnostic screening test has been applied and shown to be compatible with the presence of the PD.

- 3.4.6 The CONTRACTOR shall provide advice based on existing evidence of a diagnostic screening test, evidence from a new test or, if a test cannot be performed, give reasons for this and provide an opinion on what the test would have shown, if applied.
- 3.4.7 If the evidence indicates that the diagnostic screening test is not satisfied the CONTRACTOR shall complete the appropriate report form and return all documentation to the AUTHORITY.
- 3.4.8 If the CONTRACTOR is of the opinion that the diagnostic screening test is satisfied, it shall complete the report accordingly and provide an opinion on the diagnosis question.
- 3.4.9 If in the CONTRACTOR's opinion the prescribed disease is diagnosed, it shall record in its report the date from which the Claimant first suffered from the disease.
- 3.4.10 If, having provided an opinion on the diagnosis question, a disablement question needs to be considered the CONTRACTOR shall fully complete all appropriate forms.
- 3.4.11 When the Claimant has an assessment of disablement in respect of the PD D1 (or where an Appeal Tribunal awards disablement benefit based on an assessment of disablement), which took account of increased disablement resulting from the effects of chronic bronchitis and/or emphysema, the AUTHORITY will include the appropriate adjustment form.
- 3.4.12 The CONTRACTOR shall ensure that the appropriate adjustment form is completed for the information of the AUTHORITY if an opinion on any assessment of disablement is given for the PD D12.
- 3.4.13 On completion of all of its necessary actions the CONTRACTOR shall return the documentation to the AUTHORITY.

3.5 EO 1 - Prescribed Disease Numbered D12 – Reassessments

- 3.5.1 The procedure for reassessment Referrals for PD D12 is similar to those for Industrial Accidents, except that the form used by the CONTRACTOR to record its opinion is determined by the PD claimed.
- 3.5.2 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 3.5.3 The CONTRACTOR shall adhere to the provisions set out in paragraph 2.3 of this Section 4.9 of Schedule 4 when providing this service except that the words "the disease" are substituted for the words "the accident".
- 3.5.4 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

3.6 SI 1 Prescribed Disease Numbered A10 – Initial Assessment

- 3.6.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 3.6.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to be conducted to provide an opinion on the diagnosis question, based on an audiometric report. Where appropriate, the CONTRACTOR shall provide an opinion on the assessments of the level of any disablement on the basis of the Claimant's hearing loss in accordance with the provisions and scales of

assessment laid down in regulations.

- 3.6.3 If, in the opinion of the CONTRACTOR, the audiometric report indicates that the PD A10 is not diagnosed, the CONTRACTOR shall return any reports and all documentation to the AUTHORITY.
- 3.6.4 If, in the opinion of the CONTRACTOR, the audiometric report indicates that the PD A10 may be diagnosed, the CONTRACTOR shall provide an opinion on the diagnosis question and the validity of the audiometric results and, where appropriate, the disablement question.
- 3.6.5 If in the CONTRACTOR's opinion the PD numbered A10 is diagnosed, it shall record in its report the date from which the Claimant first suffered from the PD. The CONTRACTOR shall ensure that it does not record a date earlier than the date of claim.
- 3.6.6 If, having provided an opinion on the diagnosis question, a disablement question needs to be considered, the CONTRACTOR shall provide an opinion on the disablement question(s) which arise and on any relevant loss of faculty, and fully complete all appropriate medical report forms.
- 3.6.7 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

4 FURTHER REFERRALS TO MEDICAL SERVICES

4.1 General

- 4.1.1 The CONTRACTOR shall receive the appropriate Referral Documents from the AUTHORITY.
- 4.1.2 For the avoidance of doubt, the CONTRACTOR is required to provide an opinion as to whether or not the Claimant's condition has improved or deteriorated since the last opinion was provided.

4.2 SO 1 Request for Advice where Claimant's condition may have changed – Service required

- 4.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY
- 4.2.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to be conducted to provide an opinion on all relevant questions posed by the AUTHORITY and to fully complete all appropriate forms.
- 4.2.3 On completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

4.3 SO 1 Request for Advice where Claimant provides Further Medical Evidence – Service Required

- 4.3.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 4.3.2 The CONTRACTOR shall provide an opinion as to whether the further medical evidence supplied warrants a change to the previous opinion provided.
- 4.3.3 If the CONTRACTOR's opinion is that the previous opinion cannot be changed it shall record its opinion on the appropriate form and return all documentation to the AUTHORITY.

- 4.3.4 If the CONTRACTOR's opinion is that the previous opinion can be changed it shall then proceed forthwith to provide an opinion on any diagnosis (where appropriate), recrudescence or disablement questions that arise on the appropriate forms.
- 4.3.5 For the avoidance of doubt, where in the CONTRACTOR's opinion a further medical examination is required in order to provide a revised opinion, because of the nature of the further evidence provided, it shall make all necessary arrangements to undertake the examination without reference back to the AUTHORITY.
- 4.3.6 On completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

5 **REDUCED EARNINGS ALLOWANCE REFERRALS**

5.1 General

- 5.1.1 The AUTHORITY may request medical advice to assist in the determination of entitlement to reduced earnings allowance.
- 5.1.2 The CONTRACTOR shall receive the appropriate Referral Documents from the AUTHORITY. Where the standard form is not appropriate, the AUTHORITY will provide an appropriate written format which will detail the specific questions requiring medical advice.

5.2 SO 1 Reduced Earnings Allowance Referrals – Service Required

- 5.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 5.2.2 The CONTRACTOR shall answer all questions posed by the AUTHORITY.
- 5.2.3 On completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

6 **CONSTANT ATTENDANCE ALLOWANCE AND EXCEPTIONALLY SEVERE DISABLEMENT ALLOWANCE REFERRALS**

6.1 General

- 6.1.1 The AUTHORITY may request medical advice to assist in the determination of entitlement to Constant Attendance Allowance.
- 6.1.2 When it is considering an award of Constant Attendance Allowance at a rate higher than the normal maximum, the AUTHORITY may request medical advice relating to the permanent nature of the Claimant's attendance needs to assist the AUTHORITY in the consideration of entitlement to Exceptionally Severe Disablement Allowance.

6.2 SO1 – Constant Attendance Allowance and Exceptionally Severe Disablement Allowance Referrals

- 6.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY, which will include any information relating to the attendance needs of the Claimant.
- 6.2.2 The CONTRACTOR shall make all necessary arrangements for the provision of medical advice to the AUTHORITY relating to the Claimant's attendance needs. If the CONTRACTOR'S opinion is that a medical examination is required it shall make all necessary arrangements for the examination and provision of a medical

report.

- 6.2.3 When it is considering an award of Constant Attendance Allowance at a rate higher than the normal maximum, the AUTHORITY may request medical advice relating to the permanent nature of the Claimant's attendance needs to assist the AUTHORITY in the consideration of entitlement to Exceptionally Severe Disablement Allowance.
- 6.2.4 The CONTRACTOR shall ensure that all appropriate forms are completed for these types of cases.
- 6.2.5 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.

7 MISCELLANEOUS REFERRALS REQUIRING MEDICAL ADVICE

- 7.1 The AUTHORITY shall, from time to time, require from the CONTRACTOR written medical advice in a variety of circumstances which will include but will not be limited to:
 - a) advice to help resolve conflicting medical opinion;
 - b) advice as to whether a particular medical report contains any Harmful Information; and
 - c) advice to interpret the contents of a particular medical report.
- 7.2 The CONTRACTOR will receive a Referral file from the AUTHORITY that may but will not always be accompanied by any other appropriate file. The Referral file will contain a variety of documentation dependant on the circumstances of the case. The AUTHORITY will include in the Referral Documents a written submission that will clearly set out what information is required.

8 "OLD CASES" REFERRALS

8.1 Referrals Under The Workmen's Compensation (Supplementation) Scheme

8.1.1 General

- 8.1.1.1 The Scheme will be administrated in a similar manner to the industrial injuries scheme unless any Articles contained in the Workmen's Compensation (Supplementation) Scheme 1982 expressly provide otherwise.
- 8.1.1.2 When the Claimant is deceased the Referral Documents will include a notice from the AUTHORITY appointing another person (the appointee) to act on the Claimant's behalf.
- 8.1.1.3 The CONTRACTOR shall answer all questions posed by the AUTHORITY.

8.2 SI 1 Workmen's Compensation (Supplementation) Scheme – Claim for Lesser or Major Incapacity Allowance for an Accident or a Disease other than Pneumoconiosis

- 8.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY
- 8.2.2 The CONTRACTOR shall make all necessary arrangements to provide written medical advice to the questions posed on the appropriate form included in the Referral Documents by the AUTHORITY.

- 8.2.3 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.3 SI 1 Claim for Lesser or Major Incapacity Allowance for Pneumoconiosis
- 8.3.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 8.3.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to be conducted in order to provide an opinion on total disablement, or if the Claimant is not totally disabled, an opinion on the incapacity for work.
- 8.3.3 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.4 SI 1 Referrals under the Pneumoconiosis, Byssinosis and Miscellaneous Diseases Benefit Scheme
- 8.4.1 General
- 8.4.1.1 The CONTRACTOR shall administer the scheme in a similar manner as the industrial injuries scheme unless any Articles contained in the Pneumoconiosis, Byssinosis and Miscellaneous Diseases Benefit Scheme 1983 expressly provide otherwise.
- 8.4.1.2 The CONTRACTOR will receive a Referral folder from the AUTHORITY which will include the appropriate claim form and report form to be completed.
- 8.4.1.3 If the claim is for a respiratory prescribed disease the Referral Documents may include any relevant x-rays already held by the AUTHORITY for the information of the CONTRACTOR.
- 8.4.1.4 The CONTRACTOR shall attach priority to, and handle urgently at all stages, Referrals submitted by the AUTHORITY in respect of claims based on asbestos exposure.
- 8.4.1.5 When the Claimant is deceased the Referral Documents will include a notice from the AUTHORITY appointing another person (the appointee) to act on the Claimant's behalf.
- 8.5 SI 1 Claim for Death Benefit under the Pneumoconiosis, Byssinosis and Miscellaneous Diseases Benefit Scheme
- 8.5.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 8.5.2 The CONTRACTOR shall make all necessary arrangements to provide written medical advice to the questions posed on the appropriate report form included in the Referral Documents by the AUTHORITY which will generally be whether death was due to or materially accelerated by the relevant disease.
- 8.5.3 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.6 SI 1 Referral Relating to a Claim for Disablement Allowance of Pneumoconiosis Reference for Medical Report
- 8.6.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.

- 8.6.2 The CONTRACTOR shall make all necessary arrangements for the provision of a written report, based on x-ray or other radiological evidence, that indicates whether or not pneumoconiosis is diagnosed.
- 8.6.3 If in the opinion of the CONTRACTOR the report indicates that pneumoconiosis is not diagnosed the CONTRACTOR shall give written advice to that effect to the AUTHORITY.
- 8.6.4 If in the opinion of the CONTRACTOR pneumoconiosis is diagnosed the CONTRACTOR shall automatically, without reference back to the AUTHORITY, make all necessary arrangements for a medical examination to be conducted.
- 8.6.5 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.7 SI 1 Referral Relating to a Claim for Disablement Allowance for Pneumoconiosis, Byssinosis – Service Required
- 8.7.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY.
- 8.7.2 The CONTRACTOR shall make all necessary arrangements for a medical examination to be conducted to provide an opinion on the extent of disablement from the disease claimed. If the CONTRACTOR is of the opinion that the Claimant is totally disabled, advice on the Claimant's attendance needs should be provided.
- 8.7.3 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.8 SI 1 Referral Relating to a Claim for Disablement Allowance for a Miscellaneous Disease
- 8.8.1 Service Required
- 8.8.1.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY
- 8.8.1.2 The CONTRACTOR shall make all necessary arrangements for completion of the appropriate medical report form included in the Referral Documents by the AUTHORITY.
- 8.8.1.3 Where the CONTRACTOR considers that the Claimant is totally disabled it shall provide advice relating to the Claimant's attendance need on the appropriate report form and advise on the nature and amount of the Claimant's attendance needs to the AUTHORITY.
- 8.8.1.4 Upon completion of all necessary actions the CONTRACTOR shall return all documentation to the AUTHORITY.
- 8.9 Miscellaneous Referrals under the Workmen's Compensation (Supplementation) or Pneumoconiosis, Byssinosis and Miscellaneous Disease Benefit Schemes
- 8.9.1 General
- 8.9.1.1 The CONTRACTOR shall provided written medical advice to the AUTHORITY when required on a variety of circumstances which will include but will not be limited to:
- a) advice relating to the attendance needs of a Claimant to help it determine whether entitlement to Constant Attendance Allowance/Exceptionally Severe Disablement Allowance is appropriate;

- b) advice on the Claimant's capacity for work to help it determine entitlement to Unemployability Supplement;
- c) advice relating to total or partial incapacity and whether this results from the relevant accident/disease to help it determine certain allowances under the Workmen's Compensation (Supplementation) Scheme.

8.9.1.2 The CONTRACTOR will receive a Referral file from the AUTHORITY that may but will not always be accompanied by any other appropriate file. The Referral file will contain a variety of documentation dependent on the circumstances of the case. The AUTHORITY will include in the Referral Documents a written submission that will clearly set out in circumstances of the case, the reason for reference and will specify exactly what advice is required.

8.9.1.3 The CONTRACTOR shall answer all questions posed by the AUTHORITY.

9 ANALOGOUS INDUSTRIAL INJURIES SCHEME – OPERATED BY THE DEPARTMENT FOR WORK AND PENSIONS AND THE MINISTRY OF DEFENCE

9.1 General

The Service required by the AUTHORITY is the same as that for industrial injuries Referrals and the relevant actions described at Paragraphs 1 to 7.2 of this Section 4.9 of Schedule 4 shall be followed dependent on the type of Referral.

9.2 Department for Work and Pensions

9.2.1 A person who is injured or contracts a prescribed disease whilst working in employment which is not employed earners employment may be entitled to an analogous benefit if they are a non-employed trainee under a government sponsored scheme.

9.3 Ministry of Defence

9.3.1 A person who sustains an injury during the course of undertaking authorised cadet duties for an Army, Navy or RAF Cadet Force or a Combined Cadet Force may be entitled to an analogous benefit.

9.3.2 General

9.3.2.1 The Service required by the AUTHORITY is the same as that for industrial injuries Referrals and the relevant actions described at Paragraph 1 to 7.1.2 of this Section 4.9 of Schedule 4 shall be followed dependent on the type of Referral.

9.4 Analogous Industrial Injuries Scheme – Claimant has expressed Dissatisfaction with a Decision given by the Decision Maker – Service Required

9.4.1 The CONTRACTOR will receive a completed Referral file form BI 8 from the AUTHORITY which will contain a variety of information and documentation which will include the appropriate claim form, any previous medical advice given, any appropriate assessment forms and the Claimant's reasons for dissatisfaction.

9.4.2 The Analogous Industrial Injuries Scheme does not have a statutory appeals system and the CONTRACTOR shall provide a further opinion from Medical Personnel who have not previously been involved with the case and a written report as to the appropriateness of the opinion with which the Claimant is dissatisfied.

SCHEDULE 4 SECTION 4.10

SERVICE DESCRIPTION

TRIBUNALS SERVICE

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SCHEDULE 4 SECTION 4.10**SERVICE DESCRIPTION****TRIBUNALS SERVICE****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.

2 SPECIFICS

- 2.1 The CONTRACTOR shall complete the "Examining Medical Practitioner Report" form by means of an examination conducted by domiciliary visit.
- 2.2 All Examining Medical Practitioner Reports shall be completed appropriately and must include responses to all questions which have been raised by the AUTHORITY.
- 2.3 The CONTRACTOR shall identify separately, in writing, any Harmful Information obtained during the examination.
- 2.4 When obtaining Examining Medical Practitioner Reports the CONTRACTOR shall use Registered Medical Practitioners with the required medical qualifications.
- 2.5 The CONTRACTOR shall return a correctly completed Examining Medical Practitioner Report to the AUTHORITY with all the Referral documents.

3 REQUESTS FOR EXTRACTS FROM HOSPITAL CASE NOTES

- 3.1 The CONTRACTOR shall, upon receipt of the appropriate Referral documents from the AUTHORITY request the appropriate Hospital Case Notes from the appropriate source.
- 3.2 Upon obtaining the HCNs the CONTRACTOR shall complete a typed extract from the HCNs, relating to the medical condition in question and for the periods as directed by the AUTHORITY.
- 3.4 The CONTRACTOR shall return to the AUTHORITY a completed typed report using extracts from HCN's which answers all questions posed by the AUTHORITY, with the Referral documents.

SCHEDULE 4 SECTION 4.11
SERVICE DESCRIPTION
INTERNATIONAL PENSIONS CENTRE

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SCHEDULE 4 SECTION 4.11**SERVICE DESCRIPTION****INTERNATIONAL PENSIONS CENTRE****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements set out in Schedule 4.
- 1.2 The CONTRACTOR shall limit the gathering of any Further Medical Evidence to that evidence available in the United Kingdom.
- 1.3 The CONTRACTOR shall liaise with the AUTHORITY in order to arrange a medical examination which coincides with the Claimant's visit to the United Kingdom for Claimants who elect to return to the United Kingdom for their medical examination.
- 1.4 The AUTHORITY will make referrals clerically and referrals will not be registered on MSRS.
- 1.5 The AUTHORITY shall provide all the relevant IB and ESA referral documentation, including the Claimant questionnaire and any FME.

2 INCAPACITY BENEFIT

- 2.1 In respect of IB, the CONTRACTOR shall follow the procedures, as set out in Schedule 4.2.
- 2.2 Using the Claimant Questionnaire and FME provided by foreign doctors on forms E213 or ESA-N-54C, the CONTRACTOR shall advise the AUTHORITY:
 - 2.2.1 whether the Claimant is suffering from an exempt incapacity: or
 - 2.2.2 whether the Claimant meets the threshold for incapacity: or
 - 2.2.3 whether further FME is required.

3 EMPLOYMENT AND SUPPORT ALLOWANCE

- 3.1 In respect of ESA, the CONTRACTOR shall follow the procedures, as set out in Schedule 4.23.
- 3.2 The CONTRACTOR shall not complete a WFHRA in respect of IPC referrals.

4.0 SEVERE DISABLEMENT ALLOWANCE

- 4.1 In respect of Severe Disablement Allowance the CONTRACTOR shall follow the procedures as set out in Section 4.3 of Schedule 4.

5 INDUSTRIAL INJURIES DISABLEMENT BENEFITS

- 5.1 In respect of Industrial Injuries Disablement Benefits the CONTRACTOR shall follow the procedures as set out in Section 4.9 of Schedule 4.
- 5.2 Where a provisional assessment of disablement is provided by the CONTRACTOR, the CONTRACTOR shall also advise if any Further Medical Evidence is to be gathered by the AUTHORITY prior to the subsequent Referral to the CONTRACTOR for reassessment.

6 MEDICAL EXAMINATIONS AND FURTHER MEDICAL EVIDENCE GATHERING ON BEHALF OF THE AUTHORITY WHEN THE AUTHORITY IS ACTING ON BEHALF OF FOREIGN AUTHORITIES

6.1 The CONTRACTOR shall perform medical examinations and/or gather Further Medical Evidence on behalf of the AUTHORITY when the AUTHORITY is acting on behalf of foreign authorities for Claimants who reside within the United Kingdom.

6.2 The CONTRACTOR will receive the appropriate Referral Document from the AUTHORITY. Upon receipt, the CONTRACTOR shall arrange for an examination to be undertaken or Further Medical Evidence to be gathered as required. The CONTRACTOR shall complete and return all appropriate forms to the AUTHORITY. The CONTRACTOR acknowledges that in certain cases, reports shall be typed and three copies shall be provided.

7 JAMAICA AND BARBADOS CASES

7.1 Claimants who are seen before departure

7.1.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY. Upon receipt of the Referral Documents the CONTRACTOR shall advise as to whether or not the Claimant is permanently incapable of work on the expected date of departure from the United Kingdom. Where advice cannot be given on the basis of documentary evidence available the CONTRACTOR shall undertake an examination.

7.1.2 The CONTRACTOR shall reply in the format required by the AUTHORITY and shall return the same to the AUTHORITY.

7.2 IB Claimants who have already left the UK for Jamaica/ Barbados

7.2.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY. Upon receipt of the Referral Documents the CONTRACTOR shall advise as to whether or not the Claimant was permanently incapable of work on the date of departure from the United Kingdom.

7.2.2 Where the CONTRACTOR is unable to advise on the basis of the Referral Documents, it shall gather Further Medical Evidence as is necessary to enable it do so.

7.2.3 The CONTRACTOR shall reply in the format required by the AUTHORITY and shall return the same to the AUTHORITY.

8 PRO-RATA BENEFIT CASES

8.1 IVB Pro-Rata Cases

8.1.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY. Upon receipt of the Referral Documents, the CONTRACTOR shall advise, on the basis of the Referral Documents only, as to whether or not the Claimant is capable of all work or fit within limits, as set out in the Social Security (Unemployment/Sickness and Invalidity Benefit) Regulations 1983.

8.1.2 The CONTRACTOR shall reply in the format required by the AUTHORITY and shall return the same to the AUTHORITY.

8.2 Incapacity Benefit Pro-rata Cases

8.2.1 In respect of Incapacity Benefit Pro-Rata Cases the CONTRACTOR shall follow the procedures set out in Section 4.2 of Schedule 4 with the provisions as set out in Paragraph 2.2 of this Section 4.11 of Schedule 4.

9 ADVICE FOR CLAIMANTS WHO LIVE ABROAD

9.1 The CONTRACTOR will receive the appropriate Referral Documents from the AUTHORITY. Upon receipt of the Referral Documents the CONTRACTOR shall advise as required. Where

the CONTRACTOR is unable to advise, it shall determine the most appropriate source and nature of the additional evidence required and identify all relevant questions to be answered to enable it to do so and shall return all documentation to the AUTHORITY.

- 9.2 Upon receipt of the documentation requested by the CONTRACTOR in accordance with Paragraph 8.1 above, the CONTRACTOR shall advise as required and return all documentation to the AUTHORITY.
- 9.3 The CONTRACTOR shall reply in the format required by the AUTHORITY and shall return the same to the AUTHORITY.

SCHEDULE 4 SECTION 4.12

SERVICE DESCRIPTION

DISABILITY LIVING ALLOWANCE/ATTENDANCE ALLOWANCE

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SCHEDULE 4 SECTION 4.12**SERVICE DESCRIPTION****DISABILITY LIVING ALLOWANCE/ATTENDANCE ALLOWANCE****1. General**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR shall provide examinations, reports and medical advice to the AUTHORITY.
- 1.3 The CONTRACTOR shall provide to the AUTHORITY a written medical advice service.
- 1.4 The CONTRACTOR shall provide to the AUTHORITY a daily face to face medical advice service as required by the AUTHORITY, on the AUTHORITY's premises in agreed areas.
- 1.5 For the avoidance of doubt the CONTRACTOR shall provide a written response to the face to face advice request as required.
- 1.6 The CONTRACTOR shall provide to the AUTHORITY appropriately completed Examining Health Care Professional's Reports upon request.
- 1.7 The CONTRACTOR shall provide an audiogram report with relevant advice upon request.
- 1.8 The CONTRACTOR shall provide MSRS access to IB85 and ESA 85 medical reports. If the IB85 is not viewable by the AUTHORITY in MSRS, the CONTRACTOR shall provide electronic copies as requested by the AUTHORITY.

2. Advice**2.1 General Advice**

- 2.1.1 The CONTRACTOR shall provide advice on any aspect of the Claimant's medical condition, claimed needs or on the existing medical evidence held when requested to do so by the AUTHORITY. The CONTRACTOR shall in all instances have regard to the Decision Maker's (DMs) support guidance available to DMs.
- 2.1.2 The CONTRACTOR shall provide a complete response to the questions posed in that request which shall include but not be limited to:
 - (a) an interpretation of medical evidence;
 - (b) whether the claimed needs match the evidence;
 - (c) what is the Prognosis;
 - (d) a description of the usual effects of a particular medical condition;
 - (e) deciphering medial jargon or difficult handwriting;
 - (f) resolving conflicts in evidence;
 - (g) any other medical issues raised;

- (h) whether Further Medical Evidence is required and if so the most appropriate source;
 - (i) whether the questions posed are relevant and complete; and
 - (j) details of drugs prescribed in relation to the medical condition(s) as stated in the claim form.
- 2.1.3 The CONTRACTOR shall provide the advice in writing or verbally as specified by the AUTHORITY.
- 2.1.4 If the CONTRACTOR is unable to give advice to the AUTHORITY based on the documentary evidence available, the CONTRACTOR shall be explicit in advising the type of Further Medical Evidence that may be required. The CONTRACTOR shall give clear advice to the AUTHORITY as to where the Further Medical Evidence may be obtained.
- 2.2 Advice On Suspected Fraud
- 2.2.1 Where the AUTHORITY requires advice on cases of suspected fraud the CONTRACTOR shall give advice, solely on the medical issues, based on all the evidence presented.
- 2.3 Advice On Cases Referred Under The Special Rules Provision
- 2.3.1 The CONTRACTOR shall provide the AUTHORITY with advice as to whether the Claimant is Terminally Ill as defined by Disability Living Allowance or Attendance Allowance legislation.
- 2.3.2 The CONTRACTOR shall establish the date that the Claimant became Terminally Ill and shall advise the AUTHORITY of that date on the appropriate documentation.
- 2.3.3 In cases relating to a Disability Living Allowance claim while considering the effect of the medical condition on the care aspect of a claim, the CONTRACTOR shall advise the AUTHORITY whether the medical conditions identified are likely to cause the mobility problems as stated in the available information.
- 2.3.4 The CONTRACTOR shall identify on a separate form if appropriate, any Harmful Information contained in the documentation being returned to the AUTHORITY.
- 2.4 Severely Mentally Impaired (Deeming Provision)
- 2.4.1 The CONTRACTOR will receive from the AUTHORITY the appropriate Referral Documents that shall include but not be limited to all the relevant documentary evidence available.
- 2.4.2 The CONTRACTOR shall provide the AUTHORITY with advice as to whether the Claimant is suffering from a severe mental impairment and displays severe behavioural problems as defined in the relevant Disability Living Allowance Regulations and Case Law.
- 2.4.3 If the CONTRACTOR advises that additional medical information is required in order to respond in full to the requirement question(s), the CONTRACTOR shall advise the AUTHORITY of the most appropriate source for gathering the information required.
- 2.5 Advice on Cases referred under Special Rules (Terminally ill Pilot)
- 2.5.1 The CONTRACTOR shall provide the AUTHORITY with advice as to whether current medical evidence supports a decision that the customer meets the Special Rules Provision.

3 EXAMINING HEALTH CARE PROFESSIONALS'S REPORTS

- 3.1 The CONTRACTOR will receive from the AUTHORITY the appropriate Referral Documents.
- 3.2 The CONTRACTOR shall not make arrangements for an EMP examination without the explicit approval of the AUTHORITY.
- 3.3 The CONTRACTOR shall provide a fully completed EMP report in the format required by the AUTHORITY which provides the AUTHORITY with a full response to the specific questions raised within that report with full justification of all opinions given.
- 3.4 The CONTRACTOR shall ensure that Claimants who are invited to attend examinations in the examination centres are selected in accordance with criteria agreed with the AUTHORITY (See Appendix 1 to this Schedule for current applicable criteria)
- 3.4.1 The CONTRACTOR shall ensure that where a Claimant declines the invitation to attend an examination in an examination centre and requests a Domiciliary Visit that such a request is complied with".
- 3.5 Where the CONTRACTOR is unable to gain access to the Claimant's notified address on the second occasion, the CONTRACTOR shall deliver to the Claimant at the second abortive visit, a form for the Claimant to complete giving reasons for the Claimant's non-availability.
- 3.6 The CONTRACTOR shall consider the needs of the Claimant and if the Claimant is under the age of sixteen (16) years or unable to manage their own affairs, then the CONTRACTOR shall ensure that arrangements for the medical examination are conducted via the legal guardian, or in the case of Claimants over the age of sixteen (16), a suitable representative.

4 DEAFNESS CASES – AUDIOGRAM REQUIRED

- 4.1 The CONTRACTOR will receive from the AUTHORITY the appropriate Referral Documents that shall include but not be limited to the Claimant details and request for an audiogram
- 4.2 The CONTRACTOR shall perform audiometric tests where appropriate which shall be conducted by qualified audiometric technicians.
- 4.3 The CONTRACTOR shall provide the AUTHORITY with the written results of the audiometric test and the audiogram, performed when the Claimant is wearing any artificial aid which is usually worn or is suitable in their case, which shall show the average overall hearing loss in both ears at one (1), two (2) and three (3) KHZ.
- 4.4 Upon completion of the audiometric test the CONTRACTOR shall provide the AUTHORITY with an interpretation of the audiogram and an assessment of the Claimant's percentage overall hearing loss occurring in both ears.

Appendix 1

Below is a list of conditions deemed unsuitable for calling to a MEC for a DLA/AA Examination.

- Terminal illness [if an assessment for mobility component is required]
- Age under 12 years or over 75 years
- Agoraphobia [if confirmed by corroborative evidence]
- Tetraplegia, paraplegia, or dense hemiplegia*
- Severe involuntary disorders of movement or ataxia (eg cerebellar ataxia)*
- Severe and progressive neurological disease (eg multiple sclerosis, muscular dystrophy, Parkinson's disease – at the stage where there is significant disability)*
- Severe and persistent limitation of effort tolerance as a result of a cardiorespiratory condition (eg COPD)*
- Dementia [other than very early stages]
- Double amputees
- Blind **and** deaf
- Severe learning disability*
- Multiple severe impairments

* Suggest that HCP advice is sought to confirm if these conditions should be excluded.

SCHEDULE 4 SECTION 4.13

SERVICE DESCRIPTION

HM REVENUE and CUSTOMS TAX CREDIT

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SCHEDULE 4 SECTION 4.13**SERVICE DESCRIPTION****HM REVENUE and CUSTOMS TAX CREDIT****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR will receive telephone requests for medical advice and written requests for medical advice and / or examinations from the AUTHORITY.

2. HM REVENUE and CUSTOMS WORKING TAX CREDITS SERVICES REQUIRED**2.1 Telephone Service**

- 2.1.1 The CONTRACTOR will receive telephone requests from the AUTHORITY for advice. The questions posed shall include but shall not be limited to;
- a) clarification and amplification of medical documentary evidence held;
 - b) advice as to whether the medical evidence described would enable the Claimants to satisfy the disability test as prescribed in regulations; and
 - c) medical advice in relation to employment and the Claimant's prescribed medical condition including clarification of the medical condition.
- 2.1.2 The CONTRACTOR shall respond to the questions raised by the AUTHORITY and the CONTRACTOR shall either resolve the questions or alternatively advise the AUTHORITY to make a written Referral to the CONTRACTOR for its further consideration and advice.

2.2 Medical Advice and/or Examination

- 2.2.1 The CONTRACTOR will receive the appropriate Referral Documentation from the AUTHORITY.
- 2.2.2 The CONTRACTOR shall provide the AUTHORITY with an appropriately completed written report that gives a complete response to the question(s) raised by the AUTHORITY.
- 2.2.3 The CONTRACTOR shall make all reasonable endeavours to give advice and opinion on the documentary evidence available.
- 2.2.4 In the event that the CONTRACTOR is unable to give advice based on the documentary evidence available, the CONTRACTOR shall take action to gather the Further Medical Evidence required.
- 2.2.5 The CONTRACTOR shall highlight any Harmful Information contained within the documentation being returned to the AUTHORITY. The CONTRACTOR shall complete a separate form setting out this information if requested to do so by the AUTHORITY.

2.3 Harmful Information

- 2.3.1 The AUTHORITY will at any time refer Referral Documentation to the CONTRACTOR for consideration and identification of any Harmful Information contained within the Referral Documentation.

SCHEDULE 4 SECTION 4.14

SERVICE DESCRIPTIONS

**SERVICE PERSONNEL & VETERANS AGENCY – EMP/SPECIALIST/REGIONAL CONSULTANT
& AUDIOLOGY REPORTS**

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SCHEDULE 4 SECTION 4.14**SERVICE DESCRIPTIONS****SERVICE PERSONNEL & VETERANS AGENCY – EMP/SPECIALIST/REGIONAL CONSULTANT
& AUDIOLOGY REPORTS****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR will receive Referrals from the AUTHORITY when the AUTHORITY requires additional medical evidence to be gathered by the CONTRACTOR in order for the AUTHORITY to determine a UK Claimant's (for Audiology only this also includes Northern Ireland, Channel Islands, Isle of Man and the Scilly Isles) entitlement and/or supplementary allowances and determine the assessment of War pension disablement (impairment).
- 1.3 The CONTRACTOR will receive from the AUTHORITY all appropriate Referral Documents.
- 1.4 The CONTRACTOR shall obtain Further Medical Evidence by way of an Examining Medical Practitioner, Medical Specialist, British Dental Registered Specialist, Regional Consultant or Audiology report as and when directed by the AUTHORITY.
- 1.5 The CONTRACTOR shall ensure that all Examining Medical Practitioners shall be Approved by the AUTHORITY acting on behalf of the Secretary of State.
- 1.6 The CONTRACTOR shall provide the AUTHORITY with an appropriately completed written report that gives a complete response to all the question(s) raised by the AUTHORITY.

2 WAR PENSIONS SERVICE REQUIREMENTS**2.1 Medical Examination (Examining Medical Practitioner)**

- 2.1.1 The CONTRACTOR will receive from the AUTHORITY Referral Documents relevant to the questions raised including those relating to individual supplementary allowances where appropriate.
- 2.1.2 The CONTRACTOR shall provide the AUTHORITY with an appropriate written report on the relevant forms giving the Claimant's medical history and clinical examination, in accordance with the War Pension Handbook for Examining Medical Practitioners. The CONTRACTOR shall include a clinical diagnosis of all conditions found together with answers to the specific questions raised by the AUTHORITY.
- 2.1.3 The CONTRACTOR shall provide the AUTHORITY with a written response on the relevant forms in respect of any questions raised on the individual supplementary allowances which are under consideration by the AUTHORITY.
- 2.1.4 The CONTRACTOR shall note that no opinion shall be given to the AUTHORITY on aetiology: that is the cause of a Claimant's medical condition or on any question regarding benefit entitlement or on the percentage of an assessment against the benefit claimed.
- 2.1.5 The CONTRACTOR shall provide the AUTHORITY with any additional clinical information as required by the AUTHORITY.

2.2 Specialist Report

- 2.2.1 The AUTHORITY will provide the CONTRACTOR with Terms of Reference, the clinical history as known to the AUTHORITY, specific questions relating to the individual Referral and where appropriate, copies of relevant evidence.
- 2.2.2 The CONTRACTOR shall provide the AUTHORITY with a written report, completed by an appropriate Medical Specialist or in appropriate circumstances by a British Dental Registered Specialist that gives a full response to the specific questions raised. For the avoidance of doubt, the AUTHORITY shall have sole discretion to decide if the author of the report is appropriate.

2.3 Regional Consultant Report

- 2.3.1 The AUTHORITY will provide the CONTRACTOR with Referral Documents that shall include but not be limited to: a covering minute, Statement of Case, Terms of Reference and specific questions that are relevant to the individual Referral.
- 2.3.3 The Contractor shall provide the AUTHORITY with a written report, completed by an appropriate Regional Consultant, that gives a full response to the specific questions raised. The AUTHORITY shall have sole discretion to decide if the author of the report is appropriate.

3 **ARMED FORCES COMPENSATION SCHEME**

- 3.1 From April 2005 War Pensions was replaced by the Armed Forces Compensation Scheme (AFCS) for incidents and conditions for which the onset post-dates April 2005. Under the new scheme, Specialist reports, Regional Consultant reports, EMP examinations and Audiology reports may occasionally be required in a manner identical to those required for the War Pensions Scheme.
- 3.2 There is still a requirement to deal with cases under the War Pensions Scheme, where the onset date is pre-April 2005, in the existing manner and there is no time limit proposed for claiming in these situations. There is, therefore, a long term ongoing requirement for Specialist reports, Regional Consultants reports, Audiology reports and EMP examinations for these cases which the CONTRACTOR shall comply with.

4 **AUDIOLOGY REQUIREMENT**

- 4.1 The CONTRACTOR will receive from the AUTHORITY the appropriate Referral Documents that shall include but not be limited to: Claimant details and any relevant forms stating clearly what sort of medical evidence is required.
- 4.2 The CONTRACTOR shall provide the AUTHORITY with diagnostic audiological testing, performed by an appropriate audiologist and using equipment and standards as defined by the British Society of Audiology.
- 4.3 The tests to be performed by the CONTRACTOR shall comprise:
- Standard Test, audiogram, this shall always be carried out
 - Tympanometry and acoustic reflex threshold testing, when appropriate
 - Cortical evoked response audiometry, when appropriate

5 **THE AUDIOLOGY TEST**

- 5.1 The testing site shall be an environment where the ambient noise level is less than 35dBA. The only exception to this will be for domiciliary audiograms carried out on an exceptional basis at the request of Service Personnel and Veterans Agency or the claimant. In these circumstances, the Authority requires that every effort be made to record the audiogram in an ambient noise level of less than 35dBA and the before and after ambient noise levels to be recorded on the report.
- 5.2 Audiometry shall be preceded by otoscopic examination of both ears and the state of the ear canals (including the presence of wax) and tympanic membranes are to be recorded by the

audiometrician. This shall not be an opinion but a statement of facts as seen by the audiometrician in accordance with British Society of Audiology published procedures.

- 5.3 All audiometry shall be carried out using a manually Operated Pure-Tone Audiometer, either Type I or Type ii, biologically calibrated weekly.
- 5.4 The audiological test performed shall, in all cases, comprise:
- Completion of history and examination on form WPA0301
 - Pure-tone audiogram, air and bone conduction. Air conduction over 250Hz, 550Hz, 1, 2, 3, 4, 6 and 8kHz and bone conduction over 500Hz, 1, 2, 3 and 4kHz, with masking as appropriate.
- 5.5 The CONTRACTOR shall complete the first part of the form after discussion with the Claimant, and ensure the Claimant signs and dates the declaration in their presence.
- 5.6 The CONTRACTOR shall complete the second part of the form during the examination, and shall sign and date the form.
- 5.7 The CONTRACTOR shall ensure the completion and return of all appropriate forms following each test.

SCHEDULE 4 SECTION 4.15
SERVICE DESCRIPTION
VACCINE DAMAGE PAYMENT SCHEME

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SCHEDULE 4 SECTION 4.15**SERVICE DESCRIPTION****VACCINE DAMAGE PAYMENT SCHEME****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR shall provide a medical service which supports the Vaccine Damage Payment Scheme (VDPS) procedures. This includes medical opinion and examinations.
- 1.3 The CONTRACTOR will receive from the AUTHORITY the appropriate Referral Documents.

2 SPECIFICS**2.1 Advice**

- 2.1.1 The CONTRACTOR shall give an opinion based on the documentary evidence available. This may include, but not be limited to, medical / Specialist reports along with vaccination, education, Special Needs and social worker reports.
- 2.1.2 In the event that the CONTRACTOR is unable to give advice based on the documentary evidence available, the CONTRACTOR shall gather Further Medical Evidence as required and advise the AUTHORITY of it's action. .

2.2 Examinations

- 2.2.1 The CONTRACTOR shall meet the needs of the Claimant as communicated by the AUTHORITY and shall have regard to all factors, including age, which may render a person claiming a Vaccine Damage Payment unable to act for themselves.
- 2.2.2 The CONTRACTOR shall give consideration to the age of the Claimant and if the Claimant is a child under the age of sixteen (16) years the CONTRACTOR shall ensure that arrangements for medical examination are conducted via the legal guardian namely the person who completed the claim form on behalf of the Claimant.
- 2.2.3 Where the Claimant is over the age of sixteen (16) and unable to manage their own affairs, as advised by the AUTHORITY, the CONTRACTOR shall ensure that the arrangements for medical examination are conducted via a suitable representative.
- 2.2.4 The CONTRACTOR shall acknowledge that if the person for whom the claim to Vaccine Damage Payment has been made resides in a residential school, home or hospital, the AUTHORITY shall require written notification of the arrangements for examination to be issued to a representative of the named establishment at the same time the written notification is issued to the legal guardian.
- 2.2.5 The CONTRACTOR shall ensure that terms of reference are prepared to accompany any report form they issue explaining the specific questions that require answering at the examination, along with specification of who exactly the Claimant needs to see. All examinations shall be carried out by a Medical Specialist. These examinations should be arranged as detailed in current operational guidance.
- 2.2.6 The CONTRACTOR shall inform the AUTHORITY that a medical examination is to be arranged but is not required to obtain the agreement of the AUTHORITY to carry out the examination.

- 2.2.7 In new claims and reversals the CONTRACTOR shall use their own form on which to record the examination. Where the examination has been requested by an Appeal Tribunal the AUTHORITY will provide the report form for completion by the CONTRACTOR.

2.3 Harmful Information

- 2.3.1 The CONTRACTOR shall provide the AUTHORITY as required written advice and identification where necessary in respect of any Harmful Information contained in the Referral information.
- 2.3.2 The CONTRACTOR shall complete a separate form setting out this information if required to do so by the AUTHORITY.

2.4 New Claim For A Vaccine Damage Payment

- 2.4.1 The CONTRACTOR shall provide the AUTHORITY with a completed report form which provides a complete response to all of the questions raised by the AUTHORITY, particularly that of whether on the balance of probability the person named on the documentation is severely disabled, that is they suffer disablement to the extent of sixty per cent (60%) or more as a result of vaccination against one of the diseases specified in section 1 (2) of the Vaccine Damage Payment Act 1979 (as amended).
- 2.4.2 The CONTRACTOR acknowledges that disablement to the extent of sixty per cent (60%) or more, is as assessed for the purposes of section 103 of the Social Security Contributions and Benefits Act 1992 on new claims submitted by the AUTHORITY.
- 2.4.3 The CONTRACTOR shall complete the appropriate Department of Health form in relation to the individual case to contribute to the Department of Health reporting system for adverse vaccination reactions. This form will be supplied by the AUTHORITY when the circumstances of the case deem it appropriate.

2.5 Reversal of a Vaccine Damage Payment Decision Under Section 3A Of The Vaccine Damage Payments Act 1979

- 2.5.1 The CONTRACTOR shall provide the AUTHORITY with a completed report form which provides a full response to all questions raised by the AUTHORITY, particularly whether new or additional medical evidence gives rise to the possibility that a decision could be reviewed by the AUTHORITY.
- 2.5.2 If the CONTRACTOR considers that a review may be undertaken by the AUTHORITY the CONTRACTOR shall provide the AUTHORITY with a response to the requirement question particularly that of whether on the balance of probability the person named on the documentation is severely disabled, that is they suffer disablement to the extent of sixty per cent (60%) or more as a result of vaccination against one of the diseases specified in section 1 (2) of the Vaccine Damage Payment Act 1979 (as amended).
- 2.5.3 The CONTRACTOR acknowledges that disablement to the extent of sixty per cent (60%) or more, is assessed for the purposes of section 103 of the Social Security Contributions and Benefits Act 1992, on reversals submitted by the AUTHORITY.
- 2.5.4 If the CONTRACTOR is of the opinion that the decision subject to the application for a reversal needs to be re-examined, the CONTRACTOR shall consider how the original determination has been affected by the application for reversal and advise the AUTHORITY appropriately.

2.6 Appeals

- 2.6.1 Where an appeal request is received the case may be submitted for consideration of a Section 3A reversal prior to submission to the Appeal Tribunal. The process will be the same as paragraph 2.5 above.

SCHEDULE 4 SECTION 4.16
THIS SCHEDULE IS NOT USED

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SCHEDULE 4 SECTION 4.17
SERVICE DESCRIPTION
COMPENSATION RECOVERY SCHEME

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SCHEDULE 4 SECTION 4.17**SERVICE DESCRIPTION****COMPENSATION RECOVERY SCHEME****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The AUTHORITY shall provide to the CONTRACTOR the appropriate Referral Documents that shall include but not be limited to: the Benefit History Sheet when available, all relevant medical evidence and any other relevant information.
- 1.3 The CONTRACTOR shall highlight any Harmful Information contained in the medical report and in any other supporting medical evidence available. The CONTRACTOR shall complete a separate form setting out this information if requested to do so by the AUTHORITY.

2 SPECIFICS

- 2.1 The CONTRACTOR shall receive from the AUTHORITY Referral Documents relevant to the questions raised. However, most cases tend to involve the following circumstances:
 - 2.1.1 cases in which the Specialist medical report(s) provided by the injured person appear to conflict with the Specialist medical report(s) provided by the compensator, and the Compensation Recovery Unit is seeking an independent view;
 - 2.1.2 when, in medical negligence cases, there is disagreement over the point in time at which the patient would have recovered from his injury or disease had it not been for the alleged medical negligence;
 - 2.1.3 cases in which it has been alleged that a pre-existing medical condition has contributed to the condition for which compensation is being sought, or that the symptoms the injured person is experiencing are entirely the consequence of a pre-existing condition. In such cases the Compensation Recovery Unit would be seeking advice on the likely progress of the pre-existing conditions in question.
- 2.2 In addition the CONTRACTOR shall provide advice to the AUTHORITY where a solicitor or insurance company agree a set period of time that a Claimant would have been unfit for work due to an accident, injury or disease, and incapacity benefits have been paid for longer than the agreed period.
- 2.3 The CONTRACTOR shall also provide advice on these cases regarding the duration of the incapacity for work as a consequence of the injury or disease.
- 2.4 The CONTRACTOR shall ensure that an appropriate Medical Specialist in the appropriate field provides this advice to the AUTHORITY.

SCHEDULE 4 SECTION 4.18

SERVICE DESCRIPTION

CHILD SUPPORT AGENCY

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SCHEDULE 4 SECTION 4.18**SERVICE DESCRIPTION****CHILD SUPPORT AGENCY****1 GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR shall provide the AUTHORITY, namely the Child Support Agency Monitoring and Guidance Unit, with medical advice based on submitted medical evidence.

2 CHILD SUPPORT AGENCY SPECIFIC REQUIREMENTS

- 2.1 The CONTRACTOR will receive requests for medical advice from the AUTHORITY.
- 2.2 The CONTRACTOR will receive from the AUTHORITY Referral Documents which shall include but not be limited to:
- a) the relevant file with all supporting evidence, including details of the Claimant's disablement or long-term illness;
 - b) a prepared pro-forma giving grounds for the "Departure" application; and
 - c) the medical question(s) to be answered.
- 2.3 The CONTRACTOR shall advise the AUTHORITY in writing whether the need(s) of the Claimant, as stated, is/are consistent with the medical condition presented. The CONTRACTOR shall provide the AUTHORITY with a written explanation in order to qualify its response.
- 2.4 The CONTRACTOR shall advise the AUTHORITY in writing whether the Claimant's medical condition is likely to last at least fifty two (52) weeks from the date of the application or for life, or if it is likely to last less than fifty two (52) weeks.
- 2.5 In the event that the CONTRACTOR is unable to give advice based on the documentary evidence available, the CONTRACTOR shall be explicit in identifying to the AUTHORITY the type of Further Medical Evidence required, the most appropriate source of the Further Medical Evidence and the specific questions to be asked of the Claimant.
- 2.6 Upon completion of all necessary actions the CONTRACTOR shall return to the AUTHORITY all documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do otherwise by the AUTHORITY.

SCHEDULE 4 SECTION 4.19

SERVICE DESCRIPTION

**PROVISION OF IB LiMA DATA STRIP TO INFORMATION ANALYSIS DIRECTORATE
(IAD)**

1. GENERAL

- 1.1. The Logic integrated Medical Assessment (LiMA) system is a system with national coverage, which supports the Evidence Based Medicine (EBM) approach to IB Personal Capability Assessment (PCA) Examinations. It contains categorical information concerning the customer's condition, incapacity and capabilities. It also contains their score following examination, which is used by Decision Makers in their decision as to whether to disallow benefit or not.

2. SPECIFICS

- 2.1 The CONTRACTOR shall provide a LiMA data strip on a monthly basis.
- 2.2 The CONTRACTOR will provide a list of QA checks that are in place during data capture and a summary of version history with dates of releases and sites using the release.
- 2.3 To enable IAD to fully understand and analyse the data the CONTRACTOR shall provide documentation for all data (including metadata) – This will show what is available, what it is called on the database, labels and any values, formats and lengths.
- 2.4 The CONTRACTOR shall provide IAD with a data strip containing all customer details, which include the NINO if possible. Registered Medical Practitioner's personal information will be excluded. Each table provided will contain a unique identification code that will assist in the merging of tables, enabling IAD to follow a customer through the process.
- 2.5 The CONTRACTOR shall provide copies of any regularly produced reports that are appropriate and which will help IAD Data Support Unit (DSU) to QA the data they receive and ensure that the data is used in the correct way.
- 2.6 The product shall contain the appropriate technical and organisational measures to make sure that all personal data is protected against accidental loss, destruction or damage.
- 2.7 For each monthly data table provided to IAD, the CONTRACTOR shall include details of the size of each data table, the number of spells and the number of customers.
- 2.8 The CONTRACTOR shall provide information on a monthly basis which will enable a cross check to be made that the information sent to IAD is the data which arrives

SCHEDULE 4 SECTION 4.20

SERVICE DESCRIPTION

REGENERATION OF IB85s FOR PPPDCS

1 GENERAL

- 1.1 PPPDCS require electronic copies of IB85 Reports from the CONTRACTOR in cases where the PPPDCS Decision-Maker considers the IB85 Report could be used as evidence in a claim for DLA.
- 1.2 The IB 85 Report provided by the CONTRACTOR will be of the Logic integrated Medical Assessment (LiMA) type that is held electronically, is less than 2 years old and completed no earlier than September 2003.

2 SPECIFIC REQUIREMENTS

- 2.1 PPDCS will request IB85 reports from the CONTRACTOR via the PPDCS Group e-mail facility.
- 2.2 The CONTRACTOR will regenerate an IB85 within two working days of the receipt of the e-mail from the PPDCS group email facility. The Actual Average Clearance Time of requests will be available in monthly MI reports.
- 2.3 The CONTRACTOR must ensure that the regenerated IB85 report will be identical to the original report provided to IB Decision Maker.

- 2.4 The CONTRACTOR will return an email to the PPDCS group e-mail facility indicating where no IB85 report is available.

- 2.5 Where a request for the regeneration of an IB85 fails, the CONTRACTOR must alert PPDCS via an email being returned to the PPDCS group email facility.

- 2.6 The Contractor must ensure that any sensitive information, as defined in Schedule 4.1 Para 12.7.1 to 12.7.2, identified by the Registered Medical Practitioner when completing the IB85 report, is brought to the attention of the DM under separate cover.

3 Volumes

- 3.1 50,000 requests per annum

SCHEDULE 4 SECTION 4.22**SERVICE DESCRIPTIONS****IB PATHWAYS TO WORK****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of Schedule 4.

2. IB PATHWAYS SPECIFICS

- 2.1 Capability Reports shall only be produced on initial Referrals which have been identified by the AUTHORITY with a tick in the relevant pathways indicator box for normal or fast track referrals.
- 2.2 For Referrals which have been identified with a tick in the relevant pathways indicator box for normal or fast track referrals received from a Pathways District, the CONTRACTOR shall also provide an opinion on whether the Claimant should refrain from undertaking certain specified rehabilitation courses. For cases completed at examination this shall be provided on the Capability Report. For cases cleared at the Scrutiny stage, this shall be provided on the appropriate Scrutiny Report form.
- 2.3 The CONTRACTOR shall, after taking full account of current guidance decide if an examination is appropriate. Having completed such an examination the CONTRACTOR shall complete electronically produced forms IB85 and CR1 where appropriate and practical in accordance with current guidance for IB Approved HCPs.
- 2.4 The CONTRACTOR shall produce Capability Reports on form CR1 on Referrals which have been identified by the AUTHORITY and which have been the subject of a Personal Capability Assessment examination. The CONTRACTOR shall perform both the Personal Capability Assessment examination and the Capability Report examination as one single, seamless examination. The CONTRACTOR shall ensure that the completion of this extra report does not in any way affect the completion of the Personal Capability Assessment. For the avoidance of doubt, a Capability Report shall not be completed where the examining HCP recognises at examination that the Claimant satisfies the conditions for Exemption.
- 2.5 The CONTRACTOR shall provide full justification of the medical opinion expressed in each Capability Report.
- 2.6 The CONTRACTOR shall ensure that Capability Reports are only completed by Approved HCPs.
- 2.7 The CONTRACTOR shall separate the IB85 and the Capability Report and return the Capability Report to the address identified by the AUTHORITY on the CR1 Return Label.
- 2.8 The AUTHORITY will identify the address to which the CONTRACTOR shall return the completed Capability Reports. The CONTRACTOR shall insert this address at the appropriate section of the Capability Report and return the Capability Report using the CR1 Return label.
- 2.9 The AUTHORITY shall provide the CONTRACTOR with supplies of the Capability Reports, for use only in the event of electronic system failure and/or unavailability, and the CONTRACTOR shall ensure that it maintains an adequate stock at all times.
- 2.10 The CONTRACTOR shall use a new Rework Referral code to identify to the AUTHORITY Capability Reports returned for Rework.

- 2.11 The AUTHORITY in its sole discretion shall decide if a completed Capability Report is Fit For Purpose (in accordance with Schedule 4.1 para. 4.1.2).
- 2.12 The CONTRACTOR shall ensure that any Capability Reports which cannot be made Fit For Purpose are destroyed in a confidential manner. In all such cases the CONTRACTOR shall notify the AUTHORITY, using the appropriate documentation, that the Capability Report has been destroyed and shall provide an explanation as to why the Capability Report had to be destroyed.
- 2.13 The AUTHORITY will not accept a Capability Report as being Fit For Purpose until the IB Examination (IB85) element of the same examination has also been accepted as Fit For Purpose. (The CONTRACTOR shall complete a new Capability Report in all cases where the previously completed IB Examination (IB85) report has been returned for Rework and this has necessitated the CONTRACTOR re-examining the Claimant.)

SCHEDULE 4 SECTION 4.23**SERVICE DESCRIPTIONS****EMPLOYMENT AND SUPPORT ALLOWANCE (ESA)****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of Schedule 4 of the Medical Services Agreement.
- 1.2 The CONTRACTOR shall ensure that HCPs completing Work Capability Assessments (WCA) are Approved by the AUTHORITY.
- 1.3 At any stage following receipt of a Referral from the AUTHORITY, where the CONTRACTOR becomes aware that the Claimant is Terminally Ill, it shall suspend all actions and advise the AUTHORITY. Where appropriate, the CONTRACTOR shall notify the Claimant not to attend an arranged appointment or not to return any documentation.
- 1.4 At any stage following receipt of a Referral from the AUTHORITY, where the CONTRACTOR becomes aware that the Claimant meets the criteria for LCWRA, it shall suspend all actions and advise the AUTHORITY,. Where appropriate, the CONTRACTOR shall notify the Claimant not to attend an arranged appointment or not to return any documentation.
- 1.5 Upon completion of all the necessary actions, the CONTRACTOR shall return all documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY.

2.0 Referrals where the Claimant is claiming ESA under the TI provision

- 2.1. The AUTHORITY shall advise the CONTRACTOR at the point of registration whether the Claimant is potentially Terminally Ill.
- 2.2 Where the AUTHORITY provides the appropriate document (DS1500), the CONTRACTOR shall advise whether the Claimant is Terminally Ill or meets the criteria for LCWRA.
- 2.3 Where the AUTHORITY is unable to provide the appropriate documentation (DS1500), the CONTRACTOR shall check if advice has previously been provided to PDCS that the Claimant is Terminally Ill no more than 6 months prior to the WCA Referral. Where the CONTRACTOR has previously provided a report to the AUTHORITY in respect of a Terminally Ill status, the CONTRACTOR may deem a similar output for WCA.
- 2.4 If the CONTRACTOR is unable to determine whether the Claimant is Terminally Ill with the documentary evidence available, the CONTRACTOR shall use reasonable endeavours to attempt to obtain FME as quickly as possible.
- 2.5 Where the CONTRACTOR is able to determine that the Claimant is Terminally Ill, the CONTRACTOR shall advise the AUTHORITY.
- 2.6 Where the CONTRACTOR is unable to determine that the Claimant is Terminally Ill, the CONTRACTOR shall issue the ESA50 questionnaire to the Claimant.

3.0 LCWRA only Referrals

- 3.1 The CONTRACTOR will receive the appropriate Referral documentation from the AUTHORITY.

- 3.2 The CONTRACTOR shall advise the AUTHORITY whether the Claimant meets the criteria for LCWRA.
- 3.3 If the CONTRACTOR is unable to determine whether the Claimant meets the criteria for LCWRA with the documentary evidence available, the CONTRACTOR shall use reasonable endeavours to attempt to obtain FME.
- 3.4 Where the CONTRACTOR is unable to determine that the Claimant meets the criteria for LCWRA, the CONTRACTOR shall issue an ESA50A questionnaire to the Claimant or their representative.
- 3.5 The CONTRACTOR shall issue a reminder to the Claimant or their representative if the ESA50A is not returned to the CONTRACTOR after twenty eight (28) calendar days of having provided it to the Claimant or their representative.
- 3.6 On receipt of the ESA50A questionnaire, the CONTRACTOR shall advise whether or not the Claimant meets the criteria for LCWRA using the appropriate clerical form and shall return all Documentation to the AUTHORITY.
- 3.7 Where the CONTRACTOR is unable to advise on the documentary evidence alone, the CONTRACTOR shall arrange with the Claimant for an LCWRA assessment to be carried out.
- 3.8 If the Claimant or their representative does not return the completed ESA50A questionnaire within forty three (43) calendar days of its issue, the CONTRACTOR shall advise the AUTHORITY that the Claimant does not meet the criteria for LCWRA and complete the appropriate clerical form and return all documentation to the AUTHORITY.
- 3.9 Where the CONTRACTOR is able to determine that the Claimant meets the criteria for LCWRA, the CONTRACTOR shall advise the AUTHORITY in the appropriate format.

4.0 Advice Referrals

- 4.1 The CONTRACTOR shall provide medical advice or clarification of medical advice that the AUTHORITY requests. Where the AUTHORITY requires advice e.g. can't read Med 3, these shall be faxed to the CONTRACTOR who will then provide the appropriate advice in the same manner.

5.0 WCA Referrals

5.1 Issuing the questionnaire

- 5.1.1 On receipt of the Referral the CONTRACTOR shall issue the ESA50 questionnaire to the Claimant or their representative.
- 5.1.2 The CONTRACTOR shall automatically issue a reminder to the Claimant or their representative if the ESA50 questionnaire is not returned to the CONTRACTOR after twenty eight (28) calendar days of having provided it to the Claimant or their representative.
- 5.1.3 If the Claimant or their representative does not return a completed ESA50 questionnaire within forty three (43) calendar days of its issue, the CONTRACTOR shall advise the AUTHORITY, except where Mental Health conditions have been notified by the AUTHORITY.
- 5.1.4 Where Mental Health conditions have been notified by the AUTHORITY and an ESA50 questionnaire is not returned within forty three (43) calendar days of its issue, the CONTRACTOR shall undertake a "Pre-Board check" for initial referrals and scrutiny for re-referrals as detailed in Paragraph 6. and Paragraph 7 of this Section 4.22.

6.0 Pre-Board Check – Initial Referrals

- 6.1. On receipt of a completed ESA50 questionnaire, the CONTRACTOR shall undertake a preliminary Pre Board check on initial Referrals and in accordance with Paragraph 4.1.4 of this Section 4.22, to establish whether the Claimant has LCW and meets the criteria for LCWRA on the basis of documentary evidence or whether an LCW/LCWRA assessment.
- 6.2. Specifically, the CONTRACTOR shall establish whether:
- 6.2.1 the ESA 50 has been completed with all the relevant information;
 - 6.2.2 FME is required to establish whether the Claimant has LCW and meets the criteria for LCWRA;
 - 6.2.3 a LCW/LCWRA assessment is required;
 - 6.2.4 If an LCW/LCWRA assessment is required, whether it more appropriate to be conducted by a Registered Nurse or Medical Practitioner in accordance with agreed criteria; and
 - 6.2.5 if an LCW/LCWRA assessment is required, whether it is appropriate for an examination in a Medical Examination Centre (MEC), or, where FME is required and has been obtained pursuant to paragraph 6.2.2, where a Domiciliary Visit is appropriate.
- 6.3 The CONTRACTOR shall advise the AUTHORITY as to whether the Claimant's level of functional activity, due to a physical or mental disablement, is such that they have LCW and LCWRA. For avoidance of doubt, LCW advice must always accompany LCWRA advice.
- 6.4 The CONTRACTOR shall use reasonable endeavours to obtain any missing relevant information or obtain FME to enable it to advise the AUTHORITY whether the Claimant's level of functional activity, due to a physical or mental disablement, is such that they have both LCW and meet the criteria for LCWRA.
- 6.5 If the CONTRACTOR is unable to obtain any missing relevant information or obtain FME, or where it determines that the Claimant does not meet the criteria for LCWRA, it shall make all necessary arrangements to complete a LCW/LCWRA assessment .

7.0 Re-Referrals

- 7.1 Re-Referrals where the Claimant previously met the criteria for LCWRA
- 7.1.1 The CONTRACTOR shall complete a Scrutiny check for Re-Referrals where the Claimant previously met the criteria for LCWRA to establish whether:
- 7.1.1.1 the ESA 50 has been completed with all the relevant information;
 - 7.1.1.2 FME is required to establish whether the Claimant has LCW and meets the criteria for LCWRA;
 - 7.1.1.3 a LCW/LCWRA assessment is required;
 - 7.1.1.4 if an LCW/LCWRA assessment is required, whether it more appropriate to be conducted by a Registered Nurse or Medical Practitioner in accordance with agreed criteria: and
 - 7.1.1.5 if an LCW/LCWRA assessment is required, whether it is appropriate for an examination in a Medical Examination Centre (MEC), or where FME is

required and has been obtained pursuant to paragraph 7.1.1.2, whether a Domiciliary Visit is appropriate.

7.1.2 The CONTRACTOR shall advise whether or not the Claimant continues to meet the criteria for LCWRA based on documentary evidence.

7.1.3 Where there is evidence of improvement in the Claimant's functional abilities or mental disablement, the CONTRACTOR shall make all necessary arrangements to undertake an LCW/LCWRA assessment.

7.2 Re Referrals where the Claimant previously met the LCW threshold but did not meet the criteria for LCWRA

7.2.1 The CONTRACTOR shall complete a Scrutiny check to establish whether:

7.2.1.1 the ESA50 questionnaire has been completed with all the relevant information;

7.2.1.2 there is adequate evidence to support that the Claimant's specific mental or physical disablement continues to meet the LCW threshold;

7.2.1.3 FME is required to establish whether the Claimant's specific mental or physical disablement continues to meet the LCW threshold;

7.2.1.4 there is evidence of improvement in the Claimant's functional abilities or mental disablement since the last assessment and a further LCW/LCWRA assessment is required;

7.2.1.5 if an LCW assessment is required, whether it more appropriate to be conducted by a Registered Nurse or Medical Practitioner in accordance with agreed criteria; and

7.2.1.6 if an LCW/LCWRA assessment is required, whether it is appropriate for an examination in a Medical Examination Centre (MEC), or where FME is required and has been obtained pursuant to paragraph 7.2.1.3, whether a Domiciliary Visit is appropriate.

7.2.2 Where the CONTRACTOR is able to determine that the Claimant continues to meet the LCW threshold, the CONTRACTOR shall advise the AUTHORITY. That advice shall also include whether or not the Claimant meets the criteria for LCWRA.

7.2.3 Where the CONTRACTOR is unable to determine that the Claimant continues to meet the LCW threshold, it shall make all necessary arrangements to complete a LCW/LCWRA assessment.

8.0 LCW/LCWRA Assessment

8.1 Where the CONTRACTOR is unable to advise that the Claimant has LCW or meets the criteria for LCWRA, the CONTRACTOR shall arrange an LCW/LCWRA assessment.

8.2 If during the course of the LCW assessment, the Claimant meets the criteria for LCWRA, the CONTRACTOR shall curtail the assessment and advise the AUTHORITY.

10.0 Domiciliary Visits

- 10.1 In addition to the provisions of Paragraphs 6.2.5, 7.1.1.5 and 7.2.1.6 of this Schedule 4.22 the CONTRACTOR shall undertake a Domiciliary Visit in accordance with the provisions of Paragraph 5.15 of Schedule 4.1 (Part One).
- 10.2 Where the Claimant declines the invitation to attend an assessment in a Medical Examination Centre and requests a Domiciliary Visit, the CONTRACTOR shall advise the Claimant to provide medical evidence to support their request.
- 10.3 The CONTRACTOR shall record all attempts made to contact the Claimant or their representative and any reasons given by the Claimant or their representative for non availability.
- 10.4 Where the CONTRACTOR is unable to gain access to the Claimant's notified address, the CONTRACTOR shall issue the appropriate form to the Claimant or their representative, which seeks to obtain the reasons for non-availability within twenty four (24) hours of the Claimant's non-availability for the arranged appointment.

11.0 In respect of Claimants who are Unable to Attend

- 11.1 The CONTRACTOR shall offer a further appointment without reference back to the AUTHORITY to those Claimants who are Unable to Attend the first arranged appointment.
- 11.2 The CONTRACTOR shall ensure that the second arranged appointment is left open until the end of the day of the date of that second arranged appointment, to allow for the possibility that the Claimant may be able to attend. If the Claimant does not attend the second arranged appointment, the CONTRACTOR shall use reasonable endeavours to despatch by email or post or make available through MSRS all documentation to the AUTHORITY, within twenty four (24) hours of the second arranged appointment date, which shall include a record of reasons given by the Claimant for non attendance and all attempts made to contact the Claimant.

12.0 In respect of Claimants who Do Not Attend

- 12.1 If the Claimant Does Not Attend an arranged appointment, the CONTRACTOR shall use reasonable endeavours to despatch to the AUTHORITY all documentation within twenty four (24) hours of the date of that arranged appointment, which shall include a record of reasons given by the Claimant for non attendance and all attempts made to contact the Claimant.
- 12.2 The CONTRACTOR shall use reasonable endeavours to despatch by email or post to those Claimants who Did Not Attend the arranged appointment, the appropriate form to the Claimant which seeks to obtain the reasons for non attendance within twenty four (24) hours of the Claimant not attending the arranged appointment.

13.0 Change of Circumstances

- 13.1 Upon receipt of notification of any relevant change to a Claimant's circumstances, the CONTRACTOR shall advise the AUTHORITY. If directed to do so by the AUTHORITY, the CONTRACTOR shall despatch all requested documentation to the AUTHORITY by no later than the next Working Day.
- 13.2 Upon notification of a change of circumstances of the Claimant by the AUTHORITY, the CONTRACTOR shall use best endeavours to take appropriate and timely action to avoid inconvenience to the Claimant.
- 13.3 Upon receipt of notification of any relevant change to a Claimant's circumstances, the AUTHORITY shall promptly advise the CONTRACTOR.

14.0 Claimant Expenses

- 14.1 The CONTRACTOR shall, at all times, operate within the parameters of Medical Services Common Business Requirements, as set out in the Paragraph 13 of Schedule 4 Section 4.1 Part 1 of this Agreement, when considering the appropriate payment of any expenses incurred by a Claimant and/or Companion in travelling to attend an arranged appointment.

15.0 Temporary National Insurance Numbers

- 15.1 The CONTRACTOR shall ensure that Referrals with a Temporary National Insurance Number can be registered on the MSRS.

16.0 ESA Documentation

- 16.1 The CONTRACTOR shall provide the Authority with copies of any documentation the CONTRACTOR issues on behalf of the AUTHORITY at the AUTHORITY'S request.
- 16.2 The CONTRACTOR shall undertake a face to face assessment, either LCW/LCWRA or LCWRA alone when specifically requested by the AUTHORITY

17.0 ESA Military Personnel

- 17.1 The Contractor will receive the appropriate referral documentation from the Authority, including the ESA Claimant questionnaire and any FME, to advise whether the claimant meets the criteria for LCWRA.
- 17.2 The Contractor shall advise the Authority of whether the Claimant meets the criteria for LCWRA within 2 working days of receipt of the referral.
- 17.3 Where the Claimant does not meet the criteria for LCWRA, all the relevant paperwork should be returned to the Authority.

**SCHEDULE 4 SECTION 4.21
SERVICE DESCRIPTIONS
FINANCIAL ASSISTANCE SCHEME**

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SCHEDULE 4 SECTION 4.21**SERVICE DESCRIPTIONS****FINANCIAL ASSISTANCE SCHEME****1. GENERAL**

- 1.1 The CONTRACTOR shall adhere to the medical and common business requirements detailed in Section 4.1 of this Schedule 4.
- 1.2 The CONTRACTOR will receive the appropriate Referral documentation from the AUTHORITY.

2. Special Rules Advice

- 2.1 The CONTRACTOR shall provide the AUTHORITY with advice as to whether the Claimant is Terminally Ill as defined by Disability Living Allowance or Attendance Allowance legislation.
- 2.2 In the event that the CONTRACTOR is unable to give advice on the documentary evidence available, The CONTRACTOR will make one telephone call to the treating doctor in an effort to secure further evidence, if it is a reasonable assumption that the evidence can be provided over the telephone. If not, then the CONTRACTOR will identify what is required and return the Referral to the AUTHORITY to request the further medical evidence.
- 2.3 The CONTRACTOR shall return all Referral documentation received from the AUTHORITY or gathered on behalf of the AUTHORITY in the same format as received, unless instructed to do otherwise by the AUTHORITY.

3. Severely Ill Health Advice

- 3.1 The CONTRACTOR shall provide the AUTHORITY with advice as to whether the Claimant suffers from a progressive disease and as a consequence can reasonably be expected to die within five years.
- 3.2 The AUTHORITY will provide the CONTRACTOR with the Claimant's Hospital contact details and the CONTRACTOR shall obtain the Hospital case notes.
- 3.3 Upon completion of the referral, the CONTRACTOR shall destroy any copies of Hospital case notes they have received or return any originals to the Hospital.
- 3.4 The CONTRACTOR shall provide Severely Ill Health Advice within 35 days from receipt of the referral. For the avoidance of doubt, the Service Levels and Financial Remedies specified within schedule 5 and schedule 25 shall not apply to Severely Ill Health Advice Referrals.
- 3.5 The CONTRACTOR shall provide monthly to the AUTHORITY details of referrals processed which will include claimant NINO, claimant name, date received, rejection reason, clearance outcome, date cleared.