

SERVICE SCHEDULE FOR COMMUNICATION ASSISTIVE TECHNOLOGY, ASSESSMENT AND TRAINING SERVICE

CONTRACT NO: CATBXXXX

A. QUICK REFERENCE INFORMATION

- 1. TERM FOR PROVIDING COMMUNICATION ASSISTIVE TECHNOLOGY, ASSESSMENT AND TRAINING SERVICE
- 1.1 The Term for the provision of Communication Assistive Technology, Assessment and Training Service is the period from 1 December 2024 (Start Date) until the close of 30 November 2027 (the End Date) or such earlier date upon which the period is lawfully terminated or cancelled.
- 1.2 Prior to the End Date, the parties may agree in writing to extend the Term of this Service Schedule for a maximum of two further terms of two years. Any decision to extend the Term of this Service Schedule will be based on:
 - 1.2.1 the parties reaching agreement on the extension in writing prior to the End Date; and
 - 1.2.2 ACC being satisfied with your performance and delivery of the Services; and
 - 1.2.3 all other provisions of this Contract either continuing to apply during such extended Term(s) or being re-negotiated to the satisfaction of both parties.
- 1.3 There is no obligation on the part of ACC to extend the Term of the Service Schedule, even if the Supplier has satisfactorily performed all the Services.
- 2. SPECIFIED AREA AND SERVICE LOCATION (PART B, CLAUSE 4)

3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 16)

Table 1 - Service Items and Prices

| Service Item Code | Service Item Description | Service Item Definition | Price (excl. GST) | Pricing Unit |
|----------------------|---|---|-----------------------|---|
| ATA03 | Communication Assistive Technology Initial Assessment or Reassessment | Assessment for standard Client need, in accordance with Part B, clause 5.3. | \$657.54 | Set fee maximum of one per referral |
| ATA04 | Communication Assistive Technology Assessment Complex | Assessment for <u>complex</u> Client need in accordance with Part B, clause 5.4 and 5.5. | \$1,315.08 | Set fee maximum of one per referral |
| ATA31 | Equipment Trial, Setup, Fitting and Training | The Service Provider will Trial, Setup and Purchase equipment to ensure it meets the Client's identified needs in accordance with Part B, clauses 5.5, 5.6 and 8. | \$1,168.96 | Set fee maximum of two per episode (no prior approval required) |
| ATA32 | Exceptional Training | Additional training funding that may be available for complex cases, subject to approval. | \$146.12 | Per hour up to a maximum of 4 hours per referral (prior approval required) |
| ATAT6 | All Other Travel | Costs for return travel by ferry, taxi, rental car, public transport and parking in accordance with Part B, clause 19. | Actual and reasonable | Per trip |
| ATATA1 | Air Travel | Air travel in accordance with Part B, clause 19. | Actual and reasonable | Per trip |
| ATATD10 | Travel Distance | A contribution towards travel in accordance with Part B, clause 19. | \$0.78 | Per Kilometre |
| ATATT1 | Travel Time | Paid for travel time: • inside the geographical area the first 30 minutes of travel must be deducted from the total time calculated; or | \$146.12 | Per hour |

| Service Item Code | Service Item Description | Service Item Definition | Price (excl. GST) | Pricing Unit |
|----------------------|--------------------------|---|-----------------------|-----------------------|
| | | outside the geographical area the first 30 minutes of travel is not deducted from the total time calculated. in accordance with Part B, clause 19. | | |
| ATAAC | Accommodation | Payable when an Assessor has been requested to travel by ACC, in accordance with Part B, clause 19. | Actual and reasonable | Actual and reasonable |

4. PRICE REVIEW

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

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

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

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

5. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

| Level | ACC | Supplier |
|---|--|---|
| Client | Staff Recovery Team/Recovery Team Member | Individual staff or operational contact |
| Relationship and Performance Management | Engagement and Performance Manager | Operational contact/National Manager |
| Service Management | Portfolio Team or equivalent | National Manager |

6. ADDRESSES FOR NOTICES

NOTICES FOR ACC TO: ACC Health Procurement (for delivery) Justice Centre 19 Aitken Street Wellington 6011 P O Box 242 (for mail) Wellington 6140 Marked: "Attention: Procurement Specialist" Phone: 0800 400 503 Email: health.procurement@acc.co.nz **NOTICES FOR SUPPLIER TO:** (for deliveries) ____ (for mail) Marked: Attention: _____ , _____ Phone: ____ Mobile: ____ Email: _____

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B. SERVICE SPECIFICATIONS FOR COMMUNICATION ASSISTIVE TECHNOLOGY, ASSESSMENT AND TRAINING

1. PURPOSE

- 1.1 ACC wishes to purchase Communication Assistive Technology Assessment and Training Services ("the Services"), for Clients who have an injury related support or rehabilitation needs. The Service will assess Client need and recommend options that will contribute towards improved functional outcomes for the Client.
- 1.2 For the purpose of this Service Schedule, Communication Assistive Technology, includes Augmentative and Alternative Communication (AAC), Computer Access Aids and Environmental Controls.

2. SERVICE OBJECTIVES

- 2.1 ACC will measure the success of this Service based on the following objectives:
 - 2.1.1 Clients receive a Communication Assistive Technology Assessment or Reassessment within the timeframes set out in Part B, clause 6.1 of this Service Schedule:
 - 2.1.2 Completion of an Initial Assessment that identifies the Client's needs, and appropriate options that will contribute towards improved functional outcomes for the Client. If Communication Assistive Technology is determined to be appropriate to meet these goals, low technology and high technology options will be identified;
 - 2.1.3 Completion of a report to ACC summarising the Client's needs, the options for addressing the identified needs, and a description of the support available in the Client's environment if technology is provided;
 - 2.1.4 Clients requiring Communication Assistive Technology as approved by ACC, trial Communication Assistive Technology equipment to determine the specific solution that will meet their needs. This includes:
 - 2.1.4.1 Trialling solutions identified in the Initial report sent to ACC to determine that they meet the identified needs of the Client and are acceptable to the Client; and
 - 2.1.4.2 Completion of a report to ACC that details the specific solution, the cost of the solution and a detailed plan for training the Client and the significant people in their environment to use and/or support the safe use of the technology.
 - 2.1.5 Clients requiring Low Technology solutions will receive a Low Technology solution that has been manufactured to address their identified needs; and

2.1.6 Clients who have received Communication Assistive Technology, and significant people in their environments, receive training to use and/or support the use of the technology. This includes ensuring that the Client is able to safely use and maintain the technology independently or with support from people in their environment.

3. SERVICE COMMENCEMENT

Eligibility Criteria

3.1 This Service is for Clients who have been determined by ACC as being eligible for Communication Assistive Technology, Assessment and Training and have been referred to the Supplier by ACC.

Referral process

- 3.2 ACC will provide the Supplier with referral information on the ACC referral form. At a minimum, the referral will contain the following information:
 - 3.2.1 the Client's name, contact details, claim number, demographic details and a description of their injury;
 - 3.2.2 relevant clinical history to enable a quality Assessment and recommendations that will support improved Client outcomes; and
 - 3.2.3 any previous assessment report(s) relevant to the current circumstances.
- 3.3 The Supplier must return any Referral to ACC if it contains inadequate information and request further details before accepting the Referral.
- 3.4 Upon receipt of a Referral, the Supplier will:
 - 3.4.1 notify ACC within one Business Day if the Referral has been declined; or
 - 3.4.2 contact the Client within ten Business Days of accepting the referral, to explain the Assessment process and answer any Client questions;
 - 3.4.3 confirm whether the Client requires a support person; and
 - 3.4.4 arrange a suitable time and venue to undertake the Assessment.

4. SERVICE LOCATION AND SPECIFIED AREA

- 4.1 The Services will be provided by the Supplier for Clients in the Regions as specified in Part A, clause 2.
- 4.2 The Services will be provided:
 - 4.2.1 In the Client's home, hospital or residential setting; and/or
 - 4.2.2 The Supplier's premises; and/or

4.2.3 Another location in the Client's local area as agreed between the Client and the Service Provider.

5. SERVICE REQUIREMENTS

Operational Guidelines

- 5.1 The Service must be provided in accordance with the Operational Guidelines for Communication and Assistive Technology Assessments Service which are available on the ACC website. The Operational Guidelines may be updated by ACC from time to time.
- 5.2 If there is a conflict between the Operational Guidelines and this Service Schedule, the provisions of the Service Schedule takes precedence.

Assessments

- 5.3 The Communication Assistive Technology Assessment process includes the following components:
 - 5.3.1 Provide a full explanation of the assessment process at the beginning of the first meeting with the Client and Client's family/whānau or support people if requested;
 - 5.3.2 Use assessment tools consistent with current accepted practice to complete the assessment;
 - 5.3.3 Completing all aspects of the Assessment and all standardised measures in accordance with the guidelines for those measures;
 - 5.3.4 Development of an initial report that recommends options that will contribute to improved functional outcomes for the Client;
 - 5.3.5 Trial of any Equipment that is recommended by the Assessor in the initial Assessment:
 - 5.3.6 Providing a report detailing the Client outcomes from the Trial, recommendations for specific equipment to be provided to the Client, the Client's feedback on the recommended equipment and a plan for training the Client and the significant others in their environment to use and /or support the safe use of the Equipment;
 - 5.3.7 Manufacture of low technology Communication Assistive Technology;
 - 5.3.8 Installation of any Equipment;
 - 5.3.9 Training in the use and maintenance of any Equipment.

5.4 The Service Provider will complete the Complexity Framework, using the template provided by ACC, to determine the level of complexity of the Assessment.

Trial of Equipment

- 5.5 If the Trial of Communication Assistive Technology Equipment is recommended to demonstrate the effectiveness of the proposed solution, the Service Provider will coordinate the equipment trial. This includes:
 - 5.5.1 Sourcing the Equipment for the Trial;
 - 5.5.2 Arranging the Trial with the Client at a time and location suitable to the Client and with the least financial impact on the Client;
 - 5.5.3 Completing an evaluation of the Trial Equipment; and
 - 5.5.4 Providing a report to ACC detailing:
 - 5.5.4.1 the outcomes of the Trial:
 - 5.5.4.2 recommendations for specific equipment that should be provided to the Client;
 - 5.5.4.3 the Client's feedback on the recommended equipment; and,
 - 5.5.4.4 a plan for training the Client and the significant others in their environment to use and/or support the safe use of the Equipment.
 - 5.5.5 Where ACC has purchased Communication Assistive Technology Equipment and approved a training plan, the Supplier will:
 - 5.5.5.1 Set up the Equipment;
 - 5.5.5.2 Train the Client and significant people in their environment to use/support the safe use of the Equipment; and
 - 5.5.5.3 Provide a Completion Report to ACC.
- 5.6 If ACC or a reviewer engaged by ACC considers that an Assessment report is not of an appropriate standard, ACC will advise the Service Provider and the Service Provider will submit a revised report to ACC within ten Business Days at no further cost to ACC.

6. EQUIPMENT

- 6.1 All Communication Assistive Technology Equipment must be requested in accordance with the Managed Rehabilitation Equipment Services (MRES) Operational Guidelines which are available on the ACC website.
- 6.2 The MRES Operational Guidelines may be updated from time to time.
- 6.3 If there is a conflict between the MRES Operational Guidelines and this Service Schedule, the provisions of this Service Schedule take precedence.

- 6.4 Service Providers must keep up to date with changes to MRES policies and processes, and updates to the MRES Operational Guidelines and Equipment Lists on the ACC website (www.acc.co.nz).
- 6.5 The Supplier may purchase Equipment items directly from non-contracted suppliers, without prior approval from ACC, if the items are valued at under \$100 (per item, excluding GST) and are not included on the MRES Equipment List.
- 6.6 ACC will reimburse the Supplier for the purchased item after receiving a separate invoice that details the item type and cost, cites service item code EU100, and has a receipt for the item attached.

7. TIMEFRAMES

7.1 The Supplier will meet to the following timeframes:

Table 3 - Timeframes

| Requirement | Applicable Timeframe |
|---|---|
| Notify the ACC referrer if the Referral is declined | Within one Business Days of receiving the Referral |
| Contact the Client to explain the Assessment process, answer any Client questions, confirm whether the Client requires a support person and arrange a suitable time and venue to undertake the Assessment | Within 10 Business Days of accepting the Referral |
| Carry out the initial Assessment | Within 20 Business Days of receiving the referral |
| Complete and submit an initial Assessment report to ACC | Within 10 Business Days of carrying out the Assessment |
| If relevant, complete the full Assessment and Trial | Within eight weeks of beginning the full Assessment and Trial |
| Submit report and training plan to ACC | Within 10 Business Days of completing the full Assessment and Trial |
| Provide set-up and training | In accordance with training plan approved by ACC |
| Submit a Completion report to ACC. | Within 10 Business Days of completing the Training Plan approved by ACC |

8. SERVICE SPECIFIC QUALITY REQUIREMENTS

8.1 The Supplier must provide the Services using the Assessment Tools in accordance with Good Industry Practice.

Personnel qualifications and experience

- 8.2 The Supplier must ensure all Service Providers and other personnel involved in the delivery of the Service meet the following requirements, as applicable:
 - 8.2.1 Each Service Provider undertaking an Assessments must:
 - 8.2.1.1 Hold a professional qualification in an appropriate health discipline (e.g. Speech-Language Therapy or Occupational Therapy);
 - 8.2.1.2 Has Membership with the Assistive Technology Alliance of New Zealand ("ATANZ");
 - 8.2.1.3 Maintain registration with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003;
 - 8.2.1.4 Demonstrate postgraduate experience of not less than two years in the Assessment and rehabilitation of injury-related conditions; and
 - 8.2.1.5 Demonstrate postgraduate experience of not less than two years working with people in their own homes.
 - 8.2.2 All Personnel must;
 - 8.2.2.1 Consistently provide the highest standard of customer service in accordance with Good Industry Practice, and
 - 8.2.2.2 Undertake induction and development requirements.

Supervision of new service personnel

- 8.3 The Supplier may support the development of staff or contractors who do not possess the minimum experience requirements into the Service Provider role.
- 8.4 Where a Service Provider does not possess the minimum experience requirements set out in clause 8.2 above, the Supplier must:
 - 8.4.1 ensure the Service Provider is supervised and mentored by a Service Provider who has at least five years' experience and has within their position description the responsibility for developing the capability and skill sets of others (Supervisor);
 - 8.4.2 the Supervisor has experience and be able to demonstrate through their ongoing professional development, competence in delivering Clinical Supervision to others; and
 - 8.4.3 ensure that each Assessment is peer reviewed by the Supervisor; and
 - 8.4.4 hold auditable records of the professional development activities undertaken by staff and any contractors.
 - Monitoring Competency

8.5 The Supplier must maintain quality assurance systems and processes in accordance with Good Industry Practice to identify and monitor competency level, training needs and compliance with supervision and training requirements for Service Providers and other Personnel that provide any part of the Services.

Practicing Certificate

8.6 The Supplier must ensure all registered Service Providers have and maintain current and valid annual practicing certificates, and that the Service Providers comply with any relevant conditions on their delivery of Services.

Capacity and Capability

- 8.7 The Supplier must ensure it has Service Providers and Personnel necessary to deliver the Services in accordance with this Service Schedule. The Supplier must ensure all personnel required to deliver the Services meet the requirements of Part B, clause 8 and are available in each of the locations identified in Part A, clause 2 (Service Locations).
- 8.8 The Supplier will advise ACC immediately if they do not have Service Providers available to undertake Assessments within any of the locations identified in Part A, clause 2. ACC may suspend referrals to the Supplier in the affected area until the Supplier notifies ACC in writing of being able to deliver the Services in the affected area.

Safety Checks

8.9 The Supplier must:

- 8.9.1 uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised personnel who provide services under this Contract:
- 8.9.2 establish and maintain systems, processes and security screening practices, for all supplier authorised persons, including subcontractors and collaborate with ACC, to uphold the safety of Clients;
- 8.9.3 ensure all authorised persons who work with children complete a Children's Workforce Safety Check to ensure they are safety checked to the standard required under the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015; and
- 8.9.4 immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.
- 8.10 If ACC receives any information from any source related to the safety of Clients, in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate all or any part of the Services, or this Contract.

Policies, Protocols, Guidelines and procedures

- 8.11 The Supplier must maintain the following:
 - **8.11.1 Operating Procedures** to manage Service Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.
 - 8.11.2 **Privacy Policy** to manage Client Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
 - 8.11.3 **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.
 - 8.11.4 **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.
 - 8.11.5 **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to Clients under this Contract.
- 8.12 A copy of the above listed items must be promptly provided to ACC on request or as required.

9. SERVICE EXIT

- 9.1 The Services end for a Client on the later of the following occurring:
 - 9.1.1 The Assessment has been submitted to ACC and ACC has not requested further information within ten Business Days; or
 - 9.1.2 When the Communication Assistive Technology has been installed and the Client and significant people in their environment have received training to use/support the use of the technology.
 - 9.1.3 Supplier has confirmed that the equipment meets the client's identified needs.

10. EXCLUSIONS

- 10.1 The following services are not included in this Service:
 - 10.1.1 Other Social Rehabilitation Assessment Services;
 - 10.1.2 On-going therapy or intervention using Assistive Technology devices;
 - 10.1.3 Assessments for Clients who have a covered claim for blindness and require Assistive Technology that is available through ACC's Blind Services contract.

11. PERFORMANCE REQUIREMENTS

11.1 The Services will align with the objectives detailed in Part B, clause 2.1.

- 11.2 ACC and the Supplier will review the Supplier's delivery of the Services and compliance with this Contract annually or as required. Each review will consider the following;
 - 11.2.1 The Services will be delivered within the timeframes set out in Part B, clause 7.1.
 - 11.2.2 Demonstrate that mechanisms are in place to ascertain Client satisfaction with all aspects of Services (see Part B, clause 12.1).
 - 11.2.3 Quality improvement programme consistent with accepted good practice, and available to ACC upon request.
 - 11.2.4 Established peer review process for Service Providers undertaking Assessments that are consistent with accepted good practice.
 - 11.2.5 Service Providers who meet the requirements of Part B, clause 8.1 that are available to provide services in each of the Regions included in Part A, clause 2.
- 11.3 Performance will be measured in accordance with the following table:

Table 4 - Performance Measures:

| Objective | Data Source | Target | Performance Measure |
|---|------------------------|--------|--|
| Clients receive services in a timely manner | Supplier reported data | ≥90% | Percentage of initial Assessment reports submitted within 32 business days from receipt of the referral. |
| ACC is able to make a decision on the first submission of the assessment report | Supplier reported data | ≥90% | Percentage of assessment reports which have not required further clarification or queries from ACC. |

12. REPORTING REQUIREMENTS

12.1 The Supplier will report the following information to ACC:

Table 5 – Reporting Requirements

| Information | Frequency | When | Responsibility |
|---|-------------|--|--------------------------|
| Service timeframe reporting (clause 7.1): | Six monthly | Due on the last business day in July and January. | Supplier, via ACC survey |
| Percentage of Assessment reports submitted within service timeframes | | | |
| Average and median days to submit the Assessment report. | | | |
| Provide details summarising the number of times resubmission of a report or clarification was provided to ACC after completion of the assessment. | Six monthly | Due on the last business day in July and January. | Supplier, via ACC survey |

| Information | Frequency | When | Responsibility |
|---|-----------|---|----------------|
| Customer Satisfaction: Percentage of Clients offered the satisfaction survey Percentage of Clients completing the satisfaction survey Overall satisfaction levels Any points of interest or learning (including Client feedback, complaints) Issues which impact on service delivery of service and/or timeliness. | Annually | Due on the last business day in January | Supplier |
| Cultural Responsiveness: Demonstrate how you have supported your staff in the provision of culturally responsive assessment services, including cultivating appropriate organisational and community linkages to support Clients' cultural needs. | Annually | Due on the last business day in January | Supplier |
| Updated list of staff, detailing their experience, qualifications and profession. | Annually | Due on the last business day in January | Supplier |

Annual Declaration

12.2 ACC may, from time to time, request a declaration from the Supplier to confirm with all or any part of the Contract or to disclose information to ACC relevant to the Supplier's visibility or suitability to deliver the Services. If requested to do so, the Supplier must provide ACC with a signed declaration promptly and within the period reasonably requested by ACC.

Information review

- 12.3 ACC may also obtain and review information from their Managed Rehabilitation Equipment Services (MRES) about Service Providers' use of the MRES service including:
 - 12.3.1 Number of times that the MRES supplier has had to ask for further clarification or amendments on reports and equipment orders;
 - 12.3.2 The amount of List vs non-List equipment ordered;
 - 12.3.3 Trials completed within the timeframes indicated in the MRES Operational Guidelines.
- 12.4 ACC may request further information or reports on Services provided. Any such request will be reasonable and the Supplier shall provide the information within 20 Business Days of the request being received by the Supplier.

13. INFORMATION SECURITY

13.1 The Supplier must:

- 13.1.1 Ensure that its Personnel that receive and access ACC Client Personal Information from AC only do so for the purposes of delivering the Services and in a manner that complies with the Supplier's privacy, security and confidentiality obligations under this Contract
- 13.1.2 Not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand
- 13.1.3 Maintain information security systems, procedures and process in accordance with Good Industry Practice to protect Client Personal Information and Confidential Information against loss or unlawful access, use, modification or disclosure
- 13.1.4 Undertake regular security assurance, monitoring and testing of its information management systems. And remediate any identified security vulnerabilities, in accordance with Good Industry Practice
- 13.1.5 Comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time, and
- 13.1.6 Ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

14. HEALTH AND SAFETY

Health and Safety Risk Management

- 14.1 In addition to the Supplier's obligations under clause 8.16 of ACC's Standard Terms and Conditions, the Supplier must maintain a health and safety risk management plan relating to the delivery of Services that at a minimum:
 - 14.1.1 Identifies health and safety risks arising from the Services;
 - 14.1.2 Establish controls to eliminate or minimize those health and safety risks so far as reasonably practicable;
 - 14.1.3 Ensure all workplaces, environments, fixtures, fittings and plant (as defined in the Health and Safety at Work Act 2015) are, so far as reasonably practicable, without risk to health and safety;
 - 14.1.4 Describe the duties that overlap with other Persons Conducting a Business or Undertaking ('PCBUs' as defined by the Health and Safety at Work Act 2015); and

- 14.1.5 Ensure there are arrangements to consult, cooperate and coordinate with those other PCBUs in order to manage health and safety risks and events (including accidents, harm or near misses), so far as is reasonably practicable.
- 14.2 The Supplier must report on health and safety incidents, events and risks related to the Services to ACC via ACC's online health and safety form. ACC's online health and safety form can be accessed here: Third party health and safety form (acc.co.nz) on the ACC website.

15. BROADER OUTCOMES

- 15.1 The Supplier will take responsible steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
 - 15.1.1 Improve cultural equity and outcomes for Māori, Pacific and other ethic or indigenous groups;
 - 15.1.2 Perform the Services in a manner that gives appropriate regard to the protection of the natural environment, including by looking for opportunities to reduce emissions and waste impacts, such as by procuring and using low-waste and low emissions good and services where reasonably possible; and
 - 15.1.3 Comply, and ensure that its subcontractors and Personnel comply, with relevant employment standards and laws (including obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983, and the Holidays Act 2003 or equivalent legislation.

16. OPERATIONAL CONTACT

16.1 During the Term of this Agreement the Supplier will nominate a person (as specified in clause 5 of the Quick Reference Information in Part A of this Service Schedule) to be the main contact for ACC who will undertake the functions of the Relationship Manager at clause 11 of the Standard Terms and Conditions.

17. LINKAGES

17.1 The Supplier will develop and document linkages with groups and organisations relevant to the Communication Assistive Technology Contract. This includes but is not limited to cultural groups, ACC and non ACC social rehabilitation providers, Health NZ – Te Whatu Ora, ACC's MRES supplier, regulatory bodies.

18. PAYMENT AND INVOICING

18.1 ACC agrees to pay the prices set out at Part A, clause 3, for Services provided in accordance with this Contract.

- 18.2 Where a Client's assessment need is agreed to be Complex (as per guidelines provided by ACC), then the Supplier may claim at the appropriate rate.
- 18.3 The Supplier must submit invoices electronically in the form of e-billing requirements supplied or specified by ACC.

19. PROVIDER TRAVEL

Travel by road

- 19.1 ACC agrees to contribute towards road travel expenses in accordance with ACC's Travel Policy, available on ACC's website

 (https://www.acc.co.nz/assets/provider/supplier-road-travel-guidelines.pdf) and itemised in Part A of this Service Schedule.
- 19.2 The Supplier must ensure all Service Providers comply with ACC's Travel Policy.

Accommodation

- 19.3 ACC agrees to pay accommodation costs where the Service Provider is required to deliver service in an outlying area which is not the Assessor's usual area of residence and overnight accommodation is necessary. Prior approval is required.
- 19.4 ACC will pay the costs of accommodation costs up to a maximum of \$240.71 plus GST per day with prior approval. This includes:
 - 19.4.1 Hotel costs to a maximum of \$160.47 plus GST per night.
 - 19.4.2 Meals and incidental allowances to a maximum of \$80.24 plus GST per 24-hour period.
- 19.5 Accommodation costs do not include reimbursement for alcohol and mini-bar expenses incurred.

Air travel

- 19.6 ACC agrees to pay for air travel costs when:
 - 19.6.1 The Service Provider has been requested by ACC to travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services: and
 - **19.6.2** Air travel is necessary and has been approved by ACC.

20. DEFINITIONS

In this Service Schedule, unless the context otherwise requires:

"Assessment" means an Assessment in accordance with this Service Schedule identifying the Client's injury related needs for social rehabilitation and providing

advice to ACC about options for addressing these needs.

- "Assistive Technology" means any item, piece of equipment, or product system, that is used to increase, maintain, or improve functional capabilities of Clients with disabilities.
- "Augmentative and Alternative Communication" (AAC) includes both unaided and aided methods of communication. Unaided communication systems rely on the user's body to convey messages. Examples include gestures, body language, and/or sign language. Aided communication methods can range from paper and pencil to communication books or boards to devices that produce voice output (speech generating devices or SGD's) and/or written output. Electronic communication aids allow the user to use picture symbols, letters, and/or words and phrases to create messages.
- "Communication Assistive Technology" includes Augmentative and Alternative Communication (AAC), Computer Access Aids and Environmental Controls.
- "Computer Access Aids" means headpointers, modified or alternate keyboards, switches activated by pressure, movement, or sound, touch screens, special software, eye-gaze technology, speech to text software that enable persons with disabilities to use a computer. This category includes access to smart phones.
- "Environmental Controls" An Environmental Control Unit (ECU) is any piece of equipment that allows an individual with a disability to control aspects of their environment that are operated by electricity (i.e. lights, TV, telephone, etc.).
- "Equipment" means any item likely to assist in restoring a Client to independence.
- "Good Industry Practice" the exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected form a leading provider or person in the relevant industry.
- "Reassessment" means an Assessment completed with a Client who has previously had this type of Assessment.
- "Social Rehabilitation Assessments" means Integrated Rehabilitation Assessments, Single Discipline Assessments, Education Support Assessments, Housing Assessments, Wheelchair and Seating Assessments, Highly Specialised Transport for Independence Assessments, Transport for Independence Assessments, Communication Assistive Technology Assessments and Equipment Assessments.
- "Trial or Trialling" equipment means that the Client uses a piece or pieces of Equipment for a set period of time under the guidance of the Service Provider to establish the suitability of the Equipment to address the Client's identified needs.