



SERVICE SCHEDULE FOR EDUCATION BASED REHABILITATION ASSESSMENT SERVICE

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING EDUCATION BASED REHABILITATION ASSESSMENT SERVICE

1.1 The Term for the provision of Education Based Rehabilitation Assessment Service is the period from 1 December 2024 (Start date) until the close of 30 November 2027 (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.

1.2.2 ACC being satisfied with your performance and delivery of the Services.

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

3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 18)

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
ES03	Education Based Rehabilitation Assessment or Reassessment – Allied Health Professional	Comprehensive Education Based Rehabilitation Assessment in accordance with Part B, clause 5.	\$931.62	Set fee per Assessment
ES05	Education Based Rehabilitation Assessment or Reassessment - Psychologist	Comprehensive Education Based Rehabilitation Assessment completed by a Registered in accordance with Part B, clause 5.	\$1,139.52	Set fee per Assessment
ES06	Education Based Rehabilitation Assessment case conference – Allied Health Professional	Where the Service Provider will attend/facilitate a case in accordance with Part B, clause 5.7.	\$155.27	Set fee, one per referral
ES07	Education Based Rehabilitation Assessment case conference - Psychologist	Where the Service Provider will attend/facilitate a case conference to discuss the Assessment and /or advice to ACC in accordance with Part B, clause 5.7.	\$189.92	Set fee, one per referral
ES01	Complex Assessment Top Up - Allied Health Professional	Where the Assessment is deemed to be Complex in accordance with Part B, clause 5.3.	\$155.27	Per hour or part thereof Maximum of 2 hours per referral
ES10	Complex Assessment Top Up - Psychologist	Where the Assessment is deemed to be Complex in accordance with Part B, clause 5.3.	\$189.92	Per hour or part thereof Maximum of 2 hours per referral
EST6	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 cost	Per trip

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
ESTD10	Travel Distance	A contribution towards travel in accordance with Part B, clause 19.	\$0.82	Per Kilometre
ESTT1	Travel Time	A contribution towards travel time in accordance with Part B, clause 19.	\$155.27 (Allied Health Professional) \$189.92 (Psychologist)	Per hour

4. PRICE REVIEW

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

4.1.1 general inflation

4.1.2 changes in service component costs, and

4.1.3 substantial changes in the market.

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

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

5. RELATIONSHIP MANAGEMENT

Table 2 - Relationship Management

Level	ACC	Supplier
Client	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 (STANDARD TERMS AND CONDITIONS, CLAUSE 23)

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 Partner"

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 EDUCATION BASED REHABILITATION ASSESSMENT SERVICE

1. PURPOSE

- 1.1 ACC wishes to purchase Education Based Rehabilitation Assessment Services (“the Service”) for Clients, aged 21 or under, who are enrolled in an Educational Facility and require injury related support.
- 1.2 This Service will assess a Client’s injury related educational support or rehabilitation needs and provide recommendations to ACC. The assessor (Service Provider) will recommend a range of options to address the identified injury-related needs, including the supports already available in the early childhood education centre/school and/or via the Ministry of Education.

2. SERVICE OBJECTIVES

- 2.1 ACC will measure the success of this Service based on the following objectives:
 - 2.1.1 Clients receiving a specialised Education Based Rehabilitation Assessment or Reassessment within the timeframes set out in Clause 7.1 of this Service Schedule.
 - 2.1.2 Completion of a comprehensive Assessment that provides sufficient evidenced-based and substantiated information to enable ACC to make a decision as to the nature and extent of ACC funded services and supports.
 - 2.1.3 Identification of the injury related needs and resulting options for the Client to develop or maintain their engagement in education consistent with their rehabilitation and participatory goals as documented in their Individual Rehabilitation Plan or Serious Injury Individual Support Plan.
 - 2.1.4 Completion of an Assessment Report using the ACC345 Education based rehabilitation assessment report template that identifies the Client’s injury related education support needs and advises a range of options for ACC to consider.

3. SERVICE COMMENCEMENT

Eligibility Criteria

- 3.1 This Service is for Clients who are determined by ACC as being eligible for Education Based Rehabilitation Assessment Services and have been referred to the Supplier by ACC.
- 3.2 A Client must be aged 21 or under and attends and receives education and/or training from an Educational Facility.

Referral process

- 3.3 ACC will provide the Supplier with referral information on the ACC081 referral form. At a minimum, the Referral will contain the following information:
 - 3.3.1 The Client's name, contact details, claim number, demographic details and a description of their injury.
 - 3.3.2 The reason for the Referral based on the Client's identified needs and goals.
 - 3.3.3 The Client's current and/or intended Educational Facility.
 - 3.3.4 Relevant, attendance records, most recent Individual Education Programme, most recent school report, print out of results of any standardised assessments.
 - 3.3.5 Any previous Assessment or medical reports relevant to the current circumstances.
 - 3.3.6 Any known risks associated with providing Services to the Client.
- 3.4 For Clients requiring an Education Based Rehabilitation Assessment as a result of a sensitive claim, the Supplier must ensure the requirements of clauses 8.4 and 8.5 are met before accepting a Referral.
- 3.5 The Supplier must return any Referral to ACC if it contains inadequate information and request further details before accepting the Referral.
- 3.6 Upon receipt of a Referral, the Supplier will:
 - 3.6.1 Notify ACC if the Referral is declined within one Business Day.
 - 3.6.2 If accepted, contact the Client, their family/whānau or caregiver and the Client's Educational Facility within two School Days to:
 - 3.6.2.1 Explain the assessment process.
 - 3.6.2.2 Answer any questions.
 - 3.6.2.3 Confirm whether the Client requires a support person.
 - 3.6.2.4 Arrange a suitable time to undertake the Assessment.

4. SERVICE LOCATION AND SPECIFIED AREA

- 4.1 The Services will be provided at the following locations:
 - 4.1.1 At the Client's Educational Facility; or
 - 4.1.2 Another location in the local area as agreed between the Client, their family/whānau and/or caregiver and the Service Provider.

- 4.2 The Service will be provided by the Supplier for Clients in the geographical areas as specified in Part A, clause 2. If a Referral is received for a client who is not located within these areas, the Referral should be declined and returned to ACC.

5. SERVICE REQUIREMENTS

Operational Guidelines

- 5.1 The Service must be provided in accordance with the Operational Guidelines for Education Based Rehabilitation 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

Assessment

- 5.3 The Education Based Rehabilitation Needs Assessment will include information contained in the Referral and appended documents. The Service Provider must:
- 5.3.1 At the beginning of the first meeting with the Client and their fam/whānau, the Service Provider will provide a full explanation of the Assessment process.
 - 5.3.2 work with the Client, their family/whānau, relevant Educational Facility and other agencies as appropriate to complete this Assessment.
 - 5.3.3 complete the Complexity Framework, using the template provided by ACC, to determine the level of complexity of the Assessment, and submit it to ACC.
- 5.4 The Service Provider will use a variety of assessment tools consistent with current accepted practice to complete the Assessment, for example, School Function Assessment (SFA) and Academic Competence Evaluation Scales (ACES).
- 5.5 The Service Provider will complete and submit an Assessment Report to ACC using the ACC345 Education Based Rehabilitation Assessment Report template provided by ACC. This report will include:
- 5.5.1 The specific support needs of the Client that are different from other students of the same age.
 - 5.5.2 The likely duration of the limits arising from the injury for which the Client has cover.
 - 5.5.3 The resources that exist within the Educational Facility to support participation by young people with disabilities.

- 5.5.4 Support received from other agencies. For example, Ongoing Resourcing Scheme (ORS) funding and school funded services.
 - 5.5.5 The Client's preferences for receiving support.
 - 5.5.6 Advice to ACC on options to address the Client's injury related education support needs.
 - 5.5.7 The benefit to the Client of the proposed options.
 - 5.5.8 Where additional support (e.g. from an Education Support Worker, Teacher's Aide, Specialist Teacher or Tutor) is identified as an option for addressing the Client's need, information on the specific issue this resource will address and a weekly plan showing how the resource will be used.
 - 5.5.9 A copy of the Client's most recent Individual Plan (IP) if in Early Childhood or Individual Education Plan (IEP) for school aged Clients.
- 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 five Business days at no further cost to ACC.

Case Conferences

- 5.7 Where requested by ACC, during or after the assessment, the Service Provider will participate in a facilitated case conference.
- 5.8 The purpose of the case conference is to discuss the assessment and/or advice given to ACC as a result of the Assessment.
- 5.9 The case conference will include the Client, their family/whānau, staff from the Client's Educational Facility and/or other parties where appropriate.
- 5.10 The Service Provider will make brief notes on the content and any outcomes of the case conference and make these available to ACC and any other parties in consultation with ACC.
- 5.11 The case conference will be initiated by ACC.
- 5.12 Discussions with ACC, the Client, family/whānau and/or school staff as part of the Assessment are not considered to be case conferences.

6. EQUIPMENT

- 6.1 All Rehabilitation Equipment must be requested in accordance with the Operational Guidelines for Managed Rehabilitation Equipment Services ('MRES') which is available on the ACC website (www.acc.co.nz).

- 6.2 Service Providers may purchase Non-List items valued at under \$100 (per item, excluding GST), directly from non-contracted suppliers without prior approval from ACC. 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.
- 6.3 The Supplier will ensure that Service Providers keep up to date with changes to MRES policies and processes, and updates to the MRES Equipment Lists. These can be found on the ACC website (www.acc.co.nz).

7. TIMEFRAMES

- 7.1 The Supplier will meet the following timeframes:

Table 3 - Timeframes

Requirement	Applicable Timeframe
If the Referral is declined, notify the ACC referrer.	Within one Business day of receiving the Referral.
Contact the Client and the Client's family/whānau and/or caregiver and Educational Facility to explain the assessment process, answer any questions, confirm whether the Client requires a support person and arrange a suitable time to undertake the Assessment.	Within two School Days of receiving the Referral.
Complete the Assessment.	Within 15 School Days of accepting the Referral. If the timeframe will not be met the Service Provider will contact ACC to inform ACC of the delay, the reason why and advise date of Assessment.
Complete and submit an Assessment Report to ACC using an ACC template.	Within five Business days of completion of the Assessment.
ACC will advise the Supplier in writing if the Assessment Report is not of an appropriate standard.	Within five Business days of receiving the Assessment Report.
The Service Provider will submit a revised Assessment Report to ACC if the first Report is unsatisfactory.	Within five Business days of notification by ACC that the Assessment Report is unsatisfactory.

8. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 8.1 The Supplier must ensure that all Service Providers have a clear understanding of the ACC7638 *Protocol between Ministry of Education and ACC* (www.acc.co.nz).

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 Assessment must:

8.2.1.1 Hold a professional qualification in Educational Psychology, Clinical Psychology, Speech-Language Therapy, Physiotherapy or Occupational Therapy; and

8.2.1.2 Maintain registration with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003; and

8.2.1.3 Have demonstrated postgraduate experience of not less than two years in the assessment and rehabilitation of injury-related conditions; and

8.2.1.4 Have demonstrated postgraduate experience of not less than two years in working in the Early Childhood and Compulsory Education sectors and adapting the curriculum; and

8.2.1.5 Demonstrate competence in Education Based Rehabilitation Assessments which includes annual professional development directly related to Education Based Rehabilitation Assessment; and

8.2.1.6 Demonstrate knowledge of Te Whaariki and the New Zealand School Curriculum and the ability to adapt them to meets the needs of individual students; and

8.2.1.7 Meet the competency requirements as documented in Appendix 1 – Competency Framework.

8.2.2 Non-registered service providers or personnel must:

8.2.2.1 Have the appropriate qualification and expertise.

8.2.2.2 Have documented supervision, appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively.

8.2.2.3 Undertake ongoing training in their area of expertise.

8.2.3 All Personnel must:

8.2.3.1 Consistently provide the highest standard of customer service in accordance with Good Industry Practice.

8.2.3.2 Undertake appropriate induction and development requirements in accordance with Good Industry Practice.

Serious Injury and Sensitive Claims

- 8.3 The Supplier must ensure that each Service Provider undertaking Assessments for Clients with a Serious Injury:
- 8.3.1 can demonstrate at least three years post graduate experience; and
 - 8.3.2 can demonstrate competencies of community experience of assessing support needs and abilities of young people with injury or congenital or other acquired disability.
- 8.4 The Supplier must ensure that each Service Provider undertaking Assessments for Clients as the result of a Sensitive Claim meets the following requirements:
- 8.4.1 Be a Registered Educational or Clinical Psychologist.
 - 8.4.2 Have a minimum of two years, full-time post-graduate experience working in mental health (not including clinical placements and internships).
 - 8.4.3 Have current (i.e. obtained or maintained in the last five years) demonstrable experience in working with survivors of sexual abuse.

Supervision of new service personnel

- 8.5 The Supplier may support the development of staff or contractors who do not possess the minimum experience requirements into the Service Provider role.
- 8.6 Where a Service Provider does not possess the minimum experience requirements set out in clause 8.2 above, the Supplier must:
- 8.6.1 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).
 - 8.6.2 Ensure the Supervisor has experience and be able to demonstrate through their ongoing professional development, competence in delivering Clinical Supervision to others.
 - 8.6.3 Ensure that each assessment and report is peer reviewed by the Supervisor.
 - 8.6.4 Hold auditable records of the professional development activities undertaken by staff and any contractors.

Monitoring Competency

- 8.7 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.

Practising Certificate

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

Capacity and Capability

- 8.9 The Supplier must ensure it has Service Providers and Personnel necessary to deliver the Services in accordance with this Service Schedule.
- 8.10 The Supplier must ensure all personnel required to deliver the Services meet requirements of Part B, clause 8.2, and are available in each of the locations identified in Part A, clause 2 (Service Regions).
- 8.11 The Supplier will hold auditable records of the professional development activities undertaken by staff and any contractors in accordance with clause 8.2 and provide copies to ACC on request.

Safety Checks

- 8.12 To protect and uphold the safety of Clients at all times, the Supplier must:
- 8.12.1 Carry out appropriate screening/vetting, including Police vetting, for all authorised personnel (including, but not limited to employees, Service Providers and Subcontractors) the Supplier engages to deliver the Services under this Contract.
 - 8.12.2 Establish and maintain appropriate systems, processes and security screening practices, for all supplier authorised personnel, (including, but not limited to employees, Services providers and Subcontractors) the Supplier engages to deliver the Services under this Contract.
 - 8.12.3 Ensure all authorised personnel 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.
 - 8.12.4 Immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.
- 8.13 The Supplier expressly acknowledges and agrees that where ACC receives 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 may, in its sole discretion, suspend or terminate all or any part of the Services or this Contract.

Policies, protocols, guidelines and procedures

8.14 The Supplier must maintain the following:

8.14.1 **Operating Procedures** to manage Service Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.

8.14.2 **Privacy Policy** to manage Client Personal Information, including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.

8.14.3 **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.

8.14.4 **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.

8.14.5 **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to clients under this Contract.

8.15 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 for a Client will end on the later of the following occurring:

9.1.1 Submission of an Assessment Report to ACC;

9.1.2 The Recovery Team Member advises the Supplier that the Services are complete for the Client;

9.1.3 ACC withdraws the referral for any reason.

10. EXCLUSIONS

10.1 The following are not included in the Services:

10.1.1 Education Based Rehabilitation Assessments for Clients in tertiary education;

10.1.2 Other Social Rehabilitation Assessment Services;

10.1.3 Therapy or other ongoing interventions with the Client.

11. LINKAGES

- 11.1 The Supplier will develop and maintain linkages with groups and organisations relevant to the provision of the Services. This includes but is not limited to:
- 11.1.1 Ministry of Education;
 - 11.1.2 Early childhood education providers;
 - 11.1.3 Compulsory education providers;
 - 11.1.4 Cultural groups;
 - 11.1.5 Health NZ - Te Whatu Ora;
 - 11.1.6 Regulatory bodies.

12. PERFORMANCE REQUIREMENTS

- 12.1 The Services will align with the objectives detailed in Part B, clause 2.1.
- 12.2 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:
- 12.2.1 Services are delivered within the timeframes set out in Part B, clause 7.1.
 - 12.2.2 Mechanisms are in place to ascertain Client satisfaction with all aspects of Services (see Part B, clause 13.1).
 - 12.2.3 Quality improvement programmes consistent with accepted good practice, including information security and health and safety.
 - 12.2.4 Established peer review processes for Service Providers undertaking Assessments that are consistent with accepted good practice.
 - 12.2.5 Service Providers meet the requirements of Part B, clause 8.2 that are available to provide services in each of the Regions included in Part A, clause 2.
- 12.3 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 assessment reports submitted within 22 school days following 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.

13. REPORTING REQUIREMENTS

13.1 The Supplier will provide reports to ACC in accordance with the following table:

Table 5 – Reporting Requirements

Information	Frequency	When	Responsibility
Service timeframe reporting (clause 7.1): <ul style="list-style-type: none"> • Percentage of assessment reports submitted within service timeframes • Average and median days to submit the assessment report. 	Six monthly	Due on the last Business day in July and January.	Supplier, via ACC survey
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
Customer Satisfaction (clause 12.2.2) <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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

- 13.2 ACC may, from time to time, request a declaration from the Supplier to confirm compliance with all or any part of the Contract or to disclose information to ACC relevant to the Supplier's knowledge 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

- 13.3 ACC may also obtain and review information from their Managed Rehabilitation Equipment Services (MRES) about Service Providers' use of the MRES service including:
- 13.3.1 Number of times that the MRES supplier has had to ask for further clarification or amendments on reports and equipment orders.
 - 13.3.2 The amount of List vs non-List equipment ordered.
 - 13.3.3 Trials completed within the timeframes indicated in the MRES Operational Guidelines.

14. INFORMATION SECURITY

- 14.1 In addition to the privacy and information management requirements detailed in ACC's Standard Terms and Conditions, the Supplier must:
- 14.1.1 Ensure that its Personnel who receive and access ACC Client Personal Information from ACC in respect of a Client only does 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.
 - 14.1.2 Not transmit, transfer, export or store Client's Personal Information or Confidential Information outside of New Zealand and/or Australia.
 - 14.1.3 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.
 - 14.1.4 Undertake regular security assurance, monitoring and testing of its information management systems, and promptly remediate any identified security vulnerabilities, in accordance with Good Industry Practice.
 - 14.1.5 Comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time.
 - 14.1.6 Ensure and confirm that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

15. HEALTH AND SAFETY

Health and Safety Risk Management

- 15.1 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:
 - 15.1.1 Identifies health and safety risks arising from the Services.
 - 15.1.2 Establish controls to eliminate or minimize those health and safety risks so far as reasonably practicable.
 - 15.1.3 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, maintained without risk to health and safety.
 - 15.1.4 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).
 - 15.1.5 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.
- 15.2 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 on the ACC website.

16. BROADER OUTCOMES

- 16.1 The Supplier will take reasonable steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
 - 16.1.1 Improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups.
 - 16.1.2 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.
 - 16.1.3 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).

17. OPERATIONAL CONTACT

- 17.1 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 in clause 11 of the Standard Terms and Conditions.

18. PAYMENT AND INVOICING

- 18.1 Services prices are defined for this Service in Table 1 - Service Items and Prices.
- 18.2 ACC agrees to pay the prices set out in Part A: Table 1 - Service Items and Prices for Services provided in accordance with this Service Schedule.

19. PROVIDER TRAVEL

- 19.1 ACC agrees to contribute towards a Service Provider's expenses for travel by road in the amounts for each Travel Time and Travel Distance specified in Part A: Table 1 of this Service Schedule, and in accordance with ACC's *Travel Policy for Providers*, available on ACC's website.
- 19.2 The Supplier must ensure all Service Providers comply with ACC's *Travel Policy for Providers*.

20. DEFINITIONS AND INTERPRETATION

Educational Facility means the Early Childhood Centre, Kohanga Reo, primary, intermediate or secondary school, home if the Client is home schooled, Kura Kaupapa Māori or similar facility attended by the Client.

Education Support Worker means a person providing support to children in Early Childhood Education.

Good Industry Practice the exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading provider or person in the relevant industry.

Personnel means all individuals engaged by a Party in relation to, or in connection with this contract or the delivery of the services.

Reassessment means an Assessment completed with a Client who has previously had this type of Assessment.

School Day means a day when most schools in New Zealand are open and students are expected to attend. Saturday, Sunday, public holidays and school holidays are not School Days.

Social Rehabilitation Assessments means Integrated Rehabilitation Assessments, Single Discipline Assessments, Housing Assessments, Wheelchair and Seating Assessments, Transport for Independence Assessments, Assistive Technology Assessments and Equipment Assessments.

Specialist Teacher means an additional teacher who provides support to the classroom teacher to ensure a child's learning needs can be met.

Teacher's Aide means a person employed by a school to provide support to a child in the school.

Tutor means a private teacher to teach a specific skill or subject to an individual or small groups of children or adults

21. APPENDIX 1 – COMPETENCY FRAMEWORK

Appendix 1 - Education Based Rehabilitation Assessment Competency Framework

Assessment of the Client's education related needs

Description	Competencies	Demonstrated by
Assessor understands the Client's needs in maintaining engagement within education	<ul style="list-style-type: none"> Identifies and understands the Client's education needs taking into consideration social, cultural and support aspects of their life and their family/whanau and support people. Identifies and understands the barriers to the Client achieving the identified needs. Understands the range and implications of ergonomic factors and barriers for a Client to achieve their proposed independence outcomes. Takes into consideration how a Client's needs may differ from other students of the same age 	<ul style="list-style-type: none"> Works collaboratively with the Client, family/whanau, educator and ACC Case Owner to understand the outcomes to be achieved for the client and the impact any proposed recommendations may have on other funded services. Undertakes assessments using effective assessment and communication skills, reflecting a holistic Client centric approach. Considers both immediate and long term need, and the transition process between various stages of education.

Assessment of the home/education environment

Description	Competencies	Demonstrated by
Assess the Client's home and education environment with a view to meeting education needs.	<ul style="list-style-type: none"> All localities are taken into consideration (home and education facility), including future potential need. 	<ul style="list-style-type: none"> Recommendations enable the placement of appropriate supports. Supports meet long-term need where possible.

Consideration of all available resources

Description	Competencies	Demonstrated by
Assessor understands the funded and natural support arrangements that are in place	<ul style="list-style-type: none"> Considers existing funded and natural supports in making any recommendations, including the on-going and reviewable resourcing schemes (ORSS) and school funded services. 	<ul style="list-style-type: none"> Recommendations reflect consideration of existing and other funded supports and resources.

Other considerations

Description	Competencies	Demonstrated by
Understanding of the New Zealand Disability Strategy and its application to individual Client need.	<ul style="list-style-type: none"> Enables the Client to achieve their education potential. 	<ul style="list-style-type: none"> Client actively involved. Decisions underpinned by robust evidence. Consideration of future education needs

Appendix 1 - Education Based Rehabilitation Assessment Competency Framework

Description	Competencies	Demonstrated by
Understanding of the protocol between Ministry of Education and ACC.	<ul style="list-style-type: none">Identifies the roles and responsibilities of ACC and Ministry of Education (MoE) in the provision of equipment and specialist services for children and young people.	<ul style="list-style-type: none">Recommendations are made that are appropriate to ACCs responsibilities but take into consideration the role and responsibilities of MoE.
Services for Clients with Serious Injury.	<ul style="list-style-type: none">At least three years full time post-graduate experience undertaking assessments with Clients with a serious injury or congenital or other acquired disability	<ul style="list-style-type: none">Employment history.
Services for Clients with Sensitive Claims.	<ul style="list-style-type: none">A registered educational or clinical psychologist with a minimum of two years full time post-graduate experience working with children/youth who have experienced trauma and/or sexual abuse.	<ul style="list-style-type: none">Employment history.
