



SERVICE SCHEDULE FOR EDUCATION SUPPORT WORKER SERVICE

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING EDUCATION SUPPORT WORKER SERVICE¹

- 1.1 The Term for the provision of Education Support Worker Service is the period from 1 February 2024 (“Start Date”) until the close of 30 June 2025 (“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 one further term of one year each. 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 this 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

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
ED10	Education Support Worker ("ESW") – Recruitment & Training	Recruit and provide initial training to Education Support Workers.	\$417.90	Per ESW payable up to two times in a calendar year per ACC client
ED05	Education Support Worker	Hourly rate for an Education Support Worker working with a child up to 6 years old who attends a licensed Early Childhood Education Centre and who requires support to access the early childhood curriculum. Excludes Professional Support time.	\$42.56	Per Hour to a maximum as per the plan
ED11	Professional Support for Education Support Worker	Support provided to ESW by qualified and experienced specialist staff in accordance with Clause 5.4. Includes ESW and Specialist Time.	\$149.39	Per Hour or part thereof
EDTT5	Travel Time - 1st hour	Paid for the first 60 minutes (or less) of total travel in a day where: <ul style="list-style-type: none"> the travel is necessary; and the Service Provider travels via the most direct, practicable route between their base/facility and where the services are provided; and the distance the Service Provider travels exceeds 20km return; and/or the time the Service Provider travels exceeds 30 minutes <p>Note 1: where the Supplier has no base or facility in</p>	\$21.28	Per 1st hour of travel or part thereof

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		<p>the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC)</p> <p>Note 2: If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>		
EDTT1	Travel Time-Subsequent hours	<p>Paid for return travel time after the first 60 minutes in a day paid under EDTT5, where:</p> <ul style="list-style-type: none"> the travel is necessary; and the Service Provider travels via the most direct, practicable route available between their base/facility and where the services are provided; and additional travel time is required after the first hour of travel <p>Note 1: where the Supplier has no base or facility in the Service provision area return travel will be calculated between the “start point” and “end point” closest to the Client as agreed by ACC.</p> <p>Note 2: the first 60 minutes must be deducted from the total travel time and if travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$42.56	Per subsequent hours of travel time or part thereof

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
EDTD10	Travel Distance	<p>A contribution towards travel:</p> <ul style="list-style-type: none"> for return travel via the most direct, practicable route; and where the return travel exceeds 20km <p>Note 1: where the Supplier has no base or facility in the Service provision area, return travel will be calculated between the “start point” and “end point” closest to the Client (as agreed by ACC)</p> <p>Note 2: ACC does not pay for the first 20km of travel and this must be deducted from the total distance travelled. If travel includes more than one client (ACC and/or non-ACC) then invoicing is on a pro-rata basis.</p>	\$0.78	Per kilometre

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

NOTICES FOR ACC TO:

ACC Health Procurement
Justice Centre (for deliveries)
19 Aitken Street
Wellington 6011
P O Box 242 (for mail)
Wellington 6140
Marked: “Attention: Health 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 EDUCATION SUPPORT WORKER

1. PURPOSE

- 1.1. To provide Education Support Worker Services for children who require support to engage in Early Childhood Education as the result of an injury for which they have cover under the Accident Compensation Act 2001.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this Service based on the following objectives:
 - 2.1.1. Clients make progress towards their injury related goals as evidenced by progress reports submitted to ACC six monthly.
- 2.2. This will be achieved by the provision of quality Education Support Worker inputs, defined by ACC as:
 - 2.2.1. Clients receive support from Education Support Workers who are:
 - 2.2.1.1. Acceptable to the Client, their family/whānau and the Early Childhood Education Centre.
 - 2.2.1.2. Competent to undertake the duties required to meet the Client's injury related goals.
 - 2.2.1.3. Trained by and receive regular ongoing support from appropriately qualified and experienced specialist staff.

3. SERVICE COMMENCEMENT

Eligibility for Service

- 3.1. Clients are eligible for this Service if they are aged from 0 to 6 years, attend a licensed Early Childhood Education Centre, and are referred to the Service in accordance with the referral process in this Service Schedule.

Referral

- 3.2. ACC will provide the Supplier with referral information on the ACC referral form. At a minimum the referral will contain:
 - 3.2.1. The Client's name, contact details of their family/whānau or caregiver, claim number, demographic details and a description of the functional impact of their injury;
 - 3.2.2. Contact details of the ACC Recovery Team Member managing the claim;

- 3.2.3. The reason for the referral based on the Client's identified injury related needs and goals;
- 3.2.4. Details of the Client's current and /or intended Early Childhood Education Centre;
- 3.2.5. The client's GP contact details, and/or the most relevant medical/rehabilitation provider at the time of the referral, for example, Paediatrician or Training for Independence key worker;
- 3.2.6. Any previous Assessment report(s) or other information relevant to the current circumstances.
- 3.3. The Supplier may return any Referral to ACC if it contains inadequate information and request further details before accepting the Referral.
- 3.4. On receipt of a Referral, the Supplier will:
 - 3.4.1. Confirm that the referral contains adequate information, inclusive of ACC Purchase Order or advice of ACC Purchase Order number;
 - 3.4.2. Contact the ACC referrer immediately to request further information if a referral contains inadequate information;
 - 3.4.3. Notify the ACC referrer whether the Referral has been accepted; and
 - 3.4.4. Contact the Client, their family/whānau or caregiver and the Early Childhood Education Centre attended by the Client to explain the process for engaging and orientating the Education Support Worker and to answer any questions.

4. SERVICE LOCATION

- 4.1. Education Support Worker Services will be provided in the licensed Early Childhood Education Centre.

5. SERVICE REQUIREMENTS

- 5.1. The Supplier must be an accredited Early Intervention Provider.
- 5.2. The Supplier will work with the Client, their family/ whānau, the Education Support Worker, Early Childhood Education Centre, ACC Recovery Team Member and other agencies as appropriate to deliver this Service.
- 5.3. The Supplier will, for every Client referred, engage an Education Support Worker who is:
 - 5.3.1. Competent to implement an education programme designed to meet the Client's injury related needs and goals;

- 5.3.2. Able to work with the Early Childhood Education Centre staff and Supplier's other staff to develop and implement the education programme; and
- 5.3.3. Acceptable to the Client, their family/ whānau, and the Early Childhood Education Centre.

Specialist Support for Education Support Worker

- 5.4. The Supplier will ensure that each Education Support Worker is trained by and receives phone, email, or face to face support from an appropriately qualified and experienced specialist staff member. The specialist staff member may include, but is not limited to:
 - 5.4.1. Early Intervention Teachers
 - 5.4.2. Speech and Language Therapist
- 5.5. The specialist support duties may not be carried out by rehabilitation specialists engaged by ACC under any other services.
- 5.6. The specialist support staff member will work in collaboration with any other rehabilitation specialists engaged by ACC to support inclusion of the Client in the curriculum. This may include:
 - 5.6.1. Collaboration with ACC rehabilitation specialists to ensure coordinated information for the planning with whānau, teachers and the Education Support Worker in the Early Childhood Centre.
 - 5.6.2. Coordination of the planning meeting and shared documentation.
 - 5.6.3. Regular contact with teachers and Education Support Worker to monitor implementation of the plan in communication with ACC.
 - 5.6.4. Support with coordination of transition to school as needed including application for ongoing supports such as Ongoing Resourcing Scheme Verification.

Supplier Responsibilities

- 5.7. The Supplier will remunerate Education Support Workers in accordance with the Ministry of Education NZEI Te Riu Roa Collective Agreement.
- 5.8. The Supplier will notify ACC if a new Education Support Worker begins work with a Client receiving Services under this Service Schedule.
- 5.9. The Education Support Worker and/or Supplier will ensure that ACC Recovery Team Members are aware of planning or other meetings that they may need to attend.
- 5.10. The Supplier will engage Education Support Workers and the professional staff supporting them in accordance with accepted human resources practice.
- 5.11. The Supplier must:

- 5.11.1. Uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this Service Schedule;
 - 5.11.2. Establish and maintain systems, processes and security screening practices, for Education Support Workers, including subcontractors and collaborate with ACC, to uphold the safety of Clients;
 - 5.11.3. Ensure all Education Support Workers who work with children must 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
 - 5.11.4. Immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.
- 5.12. 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 Service Schedule.

6. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 6.1. The Supplier will adhere to the following timeframes:

Requirement	Applicable Timeframe
Notify ACC whether the Referral has been accepted.	Within two working days of receiving the Referral.
Contact the Client, their family/ whānau or caregiver and the Client's Early Childhood Education Centre to explain the process for engaging and orientating and providing ongoing support to the Education Support Worker and to answer any questions.	Within five working days of notifying ACC that the Referral has been accepted.
Notify the ACC Recovery Team Member of a new Education Support Worker beginning work with an ACC Client.	Within five working days of the new Education Support Worker beginning work with the Client.
Provide brief reports to the ACC Recovery Team Member on the Client's progress towards their education goals.	Six monthly after commencement of services.

7. SERVICE EXIT

- 7.1. The Services end when:
 - 7.1.1. ACC determines that the Client no longer requires support from an Education Support Worker; or
 - 7.1.2. The Client leaves the Early Childhood Education Centre setting (e.g. to attend school).

8. EXCLUSIONS

- 8.1. The following services are not included in this Service:
 - 8.1.1. Education Based Rehabilitation Assessments;
 - 8.1.2. Other Social Rehabilitation Assessment Services;
 - 8.1.3. Support to students in schools or tertiary institutions;
 - 8.1.4. Therapy or other ongoing interventions with the Client.

9. LINKAGES

- 9.1. The Supplier will develop and document linkages with groups and organisations relevant to the Education Support Worker Contract. This includes but is not limited to Early Childhood Education Centres, community service providers, other ACC contracted service providers (for example, Training for Independence providers) and cultural groups.

10. REPORTING REQUIREMENTS

- 10.1. The Supplier will submit brief reports of each Client's progress against their injury related goals to ACC six monthly after commencement of services.
- 10.2. A report will be completed by the Supplier and provided to ACC annually from the Commencement Date that includes any service delivery issues, including but not limited to receipt of:
 - 10.2.1. incomplete referral information;
 - 10.2.2. complaints;
 - 10.2.3. an inability to provide services within timeframes;
 - 10.2.4. emerging trends or innovative approaches taken or proposed that have or may impact on Service provision.
- 10.3. An annual report will be completed by the Supplier and provided to ACC on the anniversary of the Commencement Date that includes results from annual satisfaction surveys of client families/whānau and Early Childhood Education Centres.

11. PAYMENT AND INVOICING

- 11.1. Service prices are defined for this Service in Part A Table 1 - Service Items and Prices.
- 11.2. ACC agrees to pay the prices set out in Part A Table 1 - Service Items and Prices.
- 11.3. The prices set out are the entire amount chargeable to ACC in relation to the Services and no additional amount may be charged to ACC, the Client or other person for Services under this agreement.

12. DEFINITIONS AND INTERPRETATION

ACC Recovery Team Member means the staff member engaged by ACC as the case manager for the client for the purposes of the Accident Compensation Act 2001 and may also include a claims manager or other authorised ACC personnel.

Early Intervention Teacher – provides specialist education services in the early years from birth until a child starts school.

Education programme means a programme or plan designed to meet the Client's injury related needs and goals which will enable the child to engage in the activities of the early learning centre.

Education Support Worker means personnel who meet the requirements as set out in clause 5.2.

Licensed Early Childhood Education Centre means an early childhood education and care centre which is used regularly for the education or care of three or more children under the age of 6yrs by day but not for any continuous period of more than seven days. These centres are licensed in accordance with the Education and Training Act 2020 under the Education (Early Childhood Services) Regulations 2008 which prescribe minimum standards that each licensed service must meet.

Ongoing Resourcing Scheme - The Ongoing Resourcing Scheme (ORS) provides support for students with the highest ongoing levels of need for specialist support. The scheme enables them to attend school and participate alongside other students.

Ongoing Resourcing Scheme Verification - When an application is made for Ongoing Resourcing Scheme (ORS) funding, eligibility will be determined by a team of verifiers who follow a specific process.

Rehabilitation Specialist – provides specialist services funded by ACC.

Speech Language Therapist – provides support to children who have difficulties with talking, listening and understanding language.

Standard Terms and Conditions means the overarching document which sets out the Parties' rights and obligations. The Standard Terms and Conditions should be read in conjunction with this Service Schedule and is available on acc.co.nz.

Supplier has the same meaning as "Vendor" in Part 1 of the Agreement between ACC and the Supplier.