



# SERVICE SCHEDULE FOR WHEELCHAIR AND SEATING ASSESSMENT SERVICE

CONTRACT NO: WSAAXXXX

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## A. QUICK REFERENCE INFORMATION

### 1. TERM FOR PROVIDING WHEELCHAIR AND SEATING ASSESSMENT SERVICE

1.1 The Term for the provision of Wheelchair and Seating 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 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;

1.2.2 ACC being satisfied with the performance of the Services by the Supplier; and,

1.2.3 all other provisions of this Contract either continuing to apply during such extended Term 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)

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### 3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 17)

**Table 1 - Service Items and Prices**

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
SWS03	Wheelchair and Seating Initial Assessment or Reassessment	Wheelchair and Seating Assessment in accordance with Part B, clause 5.	\$693.99	Set fee per referral
SWS04	Complex Assessment Top Up Payment (used in combination with the SWS03)	Complex Wheelchair and Seating Assessment in accordance with Part B, clause 5.	\$693.99	Set fee per referral Prior approval required following completion of complexity framework tool
SWS05	Postural Assessment	Postural Management Assessment in accordance with clause 5.	\$578.33	Set fee per referral
SWS31	Equipment Trial, Fitting and Training	The trial and evaluation of equipment in accordance with Part B, clause 6.	\$1,079.54	Set fee per referral (no prior approval required)
SWS32	Exceptional equipment training	Additional hours to support the trial, evaluation and set up of multiple, complex Equipment solutions.	\$154.22	Per hour Max 4 hours per referral. Prior approval required
SWS10	Outcome follow up	Follow up assessment in accordance with Part B, clause 5.	\$154.22	Max 1 hr
SWST6	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
SWSTD10	Travel Distance	A contribution towards travel in accordance with Part B, clause 19.	\$0.78	Per Kilometre
SWSTT1	Travel Time	Paid for travel time: <ul style="list-style-type: none"> <li>inside the geographical area the first 30 minutes of travel must be deducted from the total time calculated;</li> <li>or</li> </ul>	\$154.22	Per hour

Service Item Code	Service Item Description	Service Item Definition	Price (excl GST)	Pricing Unit
		<ul style="list-style-type: none"> <li>outside the geographical area the first 30 minutes of travel is not deducted from the total time calculated.</li> </ul> <p>in accordance with Part B, clause 19.</p>		

#### 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;
- 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 (PART B, CLAUSE 16)

**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 (STANDARD TERMS AND CONDITIONS, CLAUSE 23)**

**NOTICES FOR ACC TO:**

ACC Health Procurement

Justice Centre

19 Aitken Street

(for delivery)

Thorndon

Wellington 6011

P O Box 242

(for mail)

Wellington 6140

Marked: "Attention: Procurement Specialist"

Phone: 0800 400 503

Email: [health.procurement@acc.co.nz](mailto:health.procurement@acc.co.nz)

**NOTICES FOR SUPPLIER TO:**

\_\_\_\_\_

\_\_\_\_\_

(for deliveries)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(for mail)

\_\_\_\_\_

Marked: Attention: \_\_\_\_\_ , \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

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## **B. SERVICE SPECIFICATIONS FOR WHEELCHAIR AND SEATING ASSESSMENT SERVICE**

### **1. PURPOSE**

- 1.1 ACC wishes to purchase Wheelchair and Seating Assessment Service (“the Services to determine the most appropriate wheelchair, postural and seating options to meet Clients’ injury related needs.
- 1.2 The Service will assess a Client’s need and recommend options that will contribute towards restoring the Client’s independence to the maximum extent practicable in everyday living activities.

### **2. SERVICE OBJECTIVES**

- 2.1 ACC will measure the success of this Service based on the following objectives:
  - 2.1.1 Clients receive a comprehensive assessment that identifies and makes recommendations that will enable ACC to make informed, and appropriate decisions in providing wheelchair, seating and postural management supports, that will enable improved functional outcomes for the Client;
  - 2.1.2 Recommendations consider wider environmental factors including the Client’s ability to access and move around their home environment and any impact on the Client’s existing or future transport solutions;
  - 2.1.3 Clients and significant people in their environments receive training to use and/or support the use of the equipment. This includes ensuring that the Client is able to safely use and maintain the equipment independently or with support from people in their environment; and
  - 2.1.4 Equipment recommendations made are safe, appropriate and will meet the Client’s injury related needs.

### **3. SERVICE COMMENCEMENT**

#### Eligibility Criteria

- 3.1 This Service is for Clients who have been determined by ACC as being eligible for Wheelchair and Seating Assessment Services and have been referred to the Supplier by ACC.

## Referral process

- 3.2 ACC will provide the Supplier with referral information on the ACC081 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 The reason for the Referral based on the Client's identified needs and goals;
  - 3.2.3 Relevant clinical history to enable a quality assessment and recommendations that will support improved Client outcomes;
  - 3.2.4 Any previous Assessment report(s) relevant to the current circumstances;
  - 3.2.5 Any known risks associated with providing Services to the Client.
- 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;
  - 3.4.2 If the Referral is accepted, contact the Client within two Business Days from 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 Service will be provided in the Client's home, workplace or other appropriate community location as otherwise directed by ACC.
- 4.2 The Service will be provided by the Supplier for Clients in the geographical areas as specified in Part A, clause 2.
- 4.3 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 Wheelchair and Seating Assessment 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 On receipt of a referral request from ACC, the Supplier will:
- 5.3.1 Contact the Client and arrange an Assessment of their injury-related needs;
  - 5.3.2 Provide at the beginning of the first meeting with the Client (and their whanau if applicable) a full explanation of the Assessment process, including providing any relevant information and answering questions regarding the Assessment;
  - 5.3.3 Undertake a comprehensive assessment process that includes:
  - 5.3.4 An Initial or Follow Up Assessment of the Client's needs to determine the appropriateness of wheelchair and seating to meet their individual postural support and functional mobility needs taking into consideration:
    - 5.3.4.1 Wider environmental factors such as housing and vehicles;
    - 5.3.4.2 The Client's injury related mobility needs;
    - 5.3.4.3 How the Client's needs may change over time; and
    - 5.3.4.4 Any existing mobility equipment that the Client uses.
- 5.4 The Service Provider will further complete the following:
- 5.4.1 A Complexity Framework, using the template provided by ACC, to determine the level of complexity of the Assessment and submit to ACC upon completion of the Assessment.
  - 5.4.2 An Assessment Report, using the template provided by ACC, which identifies options for meeting the Client's identified needs and goals including:
    - 5.4.2.1 A supporting rationale for the recommended options;
    - 5.4.2.2 A summary of options that were considered and discounted, with supporting rationale;
    - 5.4.2.3 How the recommendations will contribute to improving functional outcomes for the Client;
    - 5.4.2.4 The expected life of any Equipment recommended;
    - 5.4.2.5 Whether the recommended options will require an Equipment trial.



- 5.4.3 A Progress/Completion Report, using the template provided by ACC, which summarises:
  - 5.4.3.1 The Client's progress in achieving their outcomes;
  - 5.4.3.2 The impact of the trial Equipment on the Client's injury related needs;
  - 5.4.3.3 Evaluation of the trial Equipment and purchasing recommendations;
  - 5.4.3.4 Set up and installation of the final Equipment solution;
  - 5.4.3.5 Training in the use and maintenance of Equipment;
  - 5.4.3.6 Summary of the outcomes that the Client has achieved following the provision of the final Equipment solution;
  - 5.4.3.7 Service completion sign off.
- 5.4.4 An Outcome Follow Up Assessment that occurs between two and four months after the set-up of the final mobility solution to review the Client's use of the Equipment solution and determine whether the expected outcomes have been achieved.
- 5.5 The Service Provider will:
  - 5.5.1 use a variety of assessment tools consistent with current accepted practice to complete the Assessment;
  - 5.5.2 with the assistance of the Service provider must submit to ACC the appropriate Assessment reports described in this clause within the timeframes noted in Clause 7 of this Service Schedule; and
  - 5.5.3 liaise with other services (e.g. housing modifications services, vehicle modification services) to ensure any recommendations take into consideration wider environmental factors.
- 5.6 Where the trial or supply of Equipment has been approved by ACC, the Service Provider will:
  - 5.6.1 Obtain Equipment in accordance with the MRES Operational Guidelines as detailed in Part B, clause 6 of this Service Schedule;
  - 5.6.2 Trial any Equipment that is recommended by the Service Provider in the Assessment Report where ACC has approved the trial;
  - 5.6.3 Evaluate the trial Equipment and report back to ACC;
  - 5.6.4 Install the final Equipment solution; and
  - 5.6.5 Provide training to the Client and whanau or caregivers where specific training is required to maintain the Equipment and/or its use safely.

- 5.7 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 Rehabilitation Equipment must be requested in accordance with the Operational Guidelines for Managed Rehabilitation Equipment Services ('MRES') which are available on the ACC website ([www.acc.co.nz](http://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](http://www.acc.co.nz)).
- 6.4 Complex List Equipment and Non-List Equipment may be trialled, if required. However, trials will be kept to a minimum and must be conducted in accordance with the MRES Operational Guidelines.

## 7. TIMEFRAMES

- 7.1 The Supplier will meet the following timeframes:

**Table 3 - Timeframes**

Requirement	Applicable Timeframe
Notify the ACC referrer if the Referral is declined	Within one Business Day 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 two Business Days of accepting the Referral.
Carry out the initial Assessment	Within 20 Business Days of receiving the referral
Complete and submit an Assessment Report to ACC.	Within 10 Business Days of completion of the assessment.
Trial, provision and installation of equipment.	See Section 7 of MRES Operational Guidelines.
Undertake Follow Up Assessment.	Two to four months following set up of final equipment solution.

Requirement	Applicable Timeframe
Submission of completed Progress/Completion Report to ACC using a template provided by ACC.	Maximum of 4 months after final mobility, seating or postural solution has been set up.

## 8. SERVICE 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 Wheelchair and Seating Assessments must:

- 8.2.1.1 Hold a professional qualification in Occupational Therapy or Physiotherapy;
- 8.2.1.2 Maintains registration with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003;
- 8.2.1.3 Have demonstrated postgraduate experience of not less than two years in the assessment and rehabilitation of injury-related conditions;
- 8.2.1.4 Have demonstrated postgraduate experience of not less than two years working with people in their own homes; and
- 8.2.1.5 Meets 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 regulatory documented supervision, appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively; and
- 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, and
- 8.2.3.2 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 and report 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 8.2, and are available in each of the locations identified in Part A, clause 2 (Service Regions).
- 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 Agreement;
  - 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 Agreement.

## 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 for a Client will end on the later of the following occurring:
  - 9.1.1 Submission of a Progress/Completion Report to ACC; or
  - 9.1.2 ACC advises the Supplier that the Services are complete for the Client; or
  - 9.1.3 ACC withdraws the Referral for any reason.

## **10. EXCLUSIONS**

- 10.1 The following services (without limitation) are excluded from this Service:
  - 10.1.1 All other Social Rehabilitation Assessment Services; and
  - 10.1.2 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 Managed Rehabilitation Equipment Service (MRES)
  - 11.1.2 ACC contracted Housing Assessment Services;
  - 11.1.3 ACC contracted Highly Specialised Transport for Independence Assessment Services and Transport for Independence Assessment Services;
  - 11.1.4 Cultural groups;
  - 11.1.5 Health NZ - Te Whatu Ora;
  - 11.1.6 Regulatory bodies.

## **12. PERFORMANCE REQUIREMENTS**

- 12.1 Services will be delivered in accordance with this Service Schedule.
- 12.2 The Services will align with the objectives detailed in Part B, clause 2.1.
- 12.3 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;
  - 12.3.1 The Services will be delivered within the timeframes set out in Part B, clause 7.1.
  - 12.3.2 demonstrate that mechanisms are in place to ascertain Client satisfaction with all aspects of Services (see Part B, clause 13).

- 12.3.3 quality improvement programme consistent with accepted good practice;
- 12.3.4 established peer review process for Service Providers undertaking Assessments that are consistent with accepted good practice;
- 12.3.5 Service Providers who 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; and
- 12.3.6 demonstrate competence in the provision of Services as set out in Part B, clause 5 of this Service Schedule.

12.4 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 report 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.

## 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): 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: <ul style="list-style-type: none"> <li>Percentage of Clients offered the satisfaction survey</li> <li>Percentage of Clients completing the satisfaction survey</li> </ul>	Annually	Due on the last business day in January	Supplier

Information	Frequency	When	Responsibility
<ul style="list-style-type: none"> <li>Overall satisfaction levels</li> <li>Any points of interest or learning (including Client feedback, complaints)</li> <li>Issues which impact on service delivery of service and/or timeliness.</li> </ul>			
Cultural Responsiveness: <ul style="list-style-type: none"> <li>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.</li> </ul>	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 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

- 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.
- 13.4 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.



## **14. INFORMATION SECURITY**

### **14.1 The Supplier must:**

- 14.1.1 ensure that its Personnel that receive and access ACC Client Personal Information from ACC 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
- 14.1.2 not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand
- 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 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, and
- 14.1.6 ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

## **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, 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); and

- 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 here: Third party health and safety form ([acc.co.nz](http://acc.co.nz)) on the ACC website.

## **16. BROADER OUTCOMES**

- 16.1 The Supplier will take responsible steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
  - 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; and
  - 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 at 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 Table 1 - Service Items and Prices.

## 19. PROVIDER TRAVEL

- 19.1 ACC agrees to contribute towards road travel expenses 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 Services Schedule.
- 19.2 The Supplier must ensure all Service Providers comply with ACC's Travel Policy

## 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.

**"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 from 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 Social Rehabilitation Needs Assessments, Education Support Assessments, Housing Assessments, Wheelchair and Seating Assessments, Highly Specialised Transport for Independence Assessments, Transport for Independence Assessments and Communicative Assistive Technology 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.

## 21. APPENDIX 1 - WHEELED MOBILITY AND POSTURAL MANAGEMENT COMPETENCY FRAMEWORK

These competencies have been framed to reflect the focus for the assessment is on the client's injury related need and how these can be met including exploring all practicable options (cost, cost effectiveness and other options available) to address the injury related need.

Level 1 Competencies		
Description	Competencies	Demonstrated by
<p><b>Assess clients who:</b></p> <p>1. Can self-propel, or use their foot to push (punt), a standard manual wheelchair and be safe and able to do essential daily tasks.</p> <p>2. Require a wheelchair or buggy for transport, behavioural/medical issues &amp; may also require seating as for 4, 5 and 6.</p> <p>3. Can use a standard proportional joystick on a rear wheel drive or mid wheel drive powered wheelchair without powered seating options and be safe and able to do essential daily tasks and are not candidates for an ultra-lightweight manual wheelchair for self-propelling.</p> <p>4. Have pelvic positioning needs that can be met through adjustments to readily available cushions e.g., can achieve 70 degrees of hip flexion, have a flexible pelvic obliquity.</p> <p>5. Are at risk of, or have developed, pressure areas on their seated surface.</p> <p>6. Are able to achieve an upright and symmetrical seated posture with some generalised trunk support and be safe and able to do essential daily tasks.</p> <p><b>AND</b></p> <p>Do not have a rapidly deteriorating disability (significant functional loss expected within 6mths) likely to require full trunk support, dynamic seating options e.g. tilt-in-space and /or alternative control options for powered mobility (refer Level 2 Competencies).</p>	<p>Understands the biomechanics of pelvic positioning and the effect of position on function.</p> <p>Understands the principles of basic wheelchair configuration and prescription appropriate to area of practice.</p> <p>Can identify contributing factors / risks for development of pressure areas.</p> <p>Can identify contributing factors / risks for development of musculoskeletal deformity.</p> <p>Understands indicators for powered mobility and programmable features for proportional joystick controls.</p> <p>Can complete a supine and sitting evaluation for people with wheeled mobility and seating needs that are not defined as complex.</p> <p>Can utilise adjustable features of readily available cushions to meet positioning requirements.</p> <p>Can utilise simple backrests to provide generalised trunk support.</p> <p>Can re-configure (or advise a technician how to reconfigure) standard manual and powered wheelchairs to meet the person's mobility and positioning needs.</p>	<p>Demonstrates sound assessment processes where parameters of equipment solutions reflect the identified problems, needs and goals of the disabled person showing consideration of social, functional, environmental and developmental requirements.</p> <p>Can complete a supine and sitting evaluation for people with wheeled mobility and seating needs that are not defined as complex.</p> <p>Can utilise adjustable features of readily available cushions to meet positioning requirements.</p> <p>Can utilise simple backrests to provide generalised trunk support.</p> <p>Can re-configure (or advise a technician how to reconfigure) standard manual and powered wheelchairs to meet the person's mobility and positioning needs.</p>

Level 1 Competencies		
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<p><b>AND</b></p> <p>Are not children who are independent and functional, active manual wheelchair users (or could be with appropriate equipment) indoors and in the community (refer Level 2 Competencies). The set up &amp; prescription of paediatric manual wheelchairs for active self-propelling children needs to be specific to prevent secondary complications &amp; enhance efficiency. Dimensions &amp; developmental goals make this much more difficult than with adults.</p> <p><b>EXCEPT FOR:</b></p> <p>Young children and infants under 2 years of age who require a buggy with tilt-in-space and/or recline due to their age and physical maturation, and don't have seating needs as described under 4.2 Level 2 Competencies sections 5 &amp; 6.</p>		<p>Uses the correct ACC reporting template and provides a clear rationale and description of the proposed solution(s), including options that have been trialled and discounted, and identify why the proposed solution represents the most appropriate and cost effective solution to meet the client's injury-related needs to achieve the agreed rehabilitation outcomes.</p> <p>Can accurately describe and document rationale for equipment parameters in assessment report.</p> <p>Works collaboratively to understand the outcomes to be achieved for the client and the impact the proposed modifications will have on other funded services.</p> <p>Provide evidence of communication with relevant others during the assessment process.</p> <p>Follows the correct process for accessing rehabilitation equipment (including trial equipment) as defined in the ACC MRES Operational Guidelines.</p>

Level 2 Competencies		
Description	Competencies	Demonstrated by
<p><b>Assess clients who:</b></p> <p>1. Cannot self-propel, or use their foot to push (punt), a standard manual wheelchair due to weakness, pain, fatigue or abnormal movement patterns however could be safe and able to do essential daily tasks with an ultra-lightweight manual wheelchair.</p> <p>2. Have unusual physical dimensions which cannot be accommodated in a standard manual or powered wheelchair.</p> <p>3. Cannot safely undertake essential daily tasks, or be cared for safely in their home, without additional seating functions such as seat elevation, tilt-in-space, recline and powered elevating leg rests.</p> <p>4. Have limited hand function or control of movement and cannot access powered mobility via a standard proportional joystick.</p> <p>5. Have fixed postural asymmetries and limitations in joint range which cannot be accommodated in readily available cushions or backrests with generalised lateral shaping.</p> <p>6. Have poor sitting ability due to weakness or abnormal movement patterns/tone, and require specifically placed trunk and/or head supports for safety, or to maximise their functional body position for essential daily tasks, or to minimise deterioration of their posture.</p> <p>7. Have a rapidly deteriorating disability (significant functional loss expected within a period of 6 months) likely to require full trunk support, dynamic seating options e.g. tilt in space, and/or alternative control options for powered mobility.</p> <p>8. Are children who are independent and functional, active manual wheelchair users (or could be with appropriate equipment) indoors and in the community.</p>	<p>Understands the influence of the musculoskeletal / neuromuscular systems on sitting posture and function.</p> <p>Understands the impact of posture and positioning on the development of sitting ability, the management of abnormal movement patterns and the development of musculoskeletal deformities.</p> <p>Can identify fixed versus flexible postural anomalies and provide appropriate interventions for the person. This may involve compromising ideal posture in order to position for function in some instances. Rationale needs to be clear.</p> <p>Has an in-depth knowledge of a range of clinical conditions and the implications for wheeled mobility and seating, and uses this knowledge to anticipate future needs of the person and/or their caregivers (includes injury prevention).</p> <p>Has an in-depth knowledge of wheeled mobility and seating options which includes an understanding of the adjustable features (including specialty control options for powered mobility), their application and cost-effectiveness to meet an identified need, and actively keeps up to date with changing product.</p>	<p>Demonstrates a robust assessment process where the pathway from the initial assessment which identified the problems, needs and goals of the person, to the final equipment solution is clear.</p> <p>Can complete a supine and sitting evaluation for people with complex wheeled mobility and seating needs and utilise additional assessment tools as needed e.g. Chailey Levels of Ability assessment, Powered Mobility Programme.</p> <p>Utilises adjustable features of modular seating systems, accessories and specialised wheelchairs to meet positioning and functional needs.</p> <p>Can identify and utilise control methods for powered mobility that are appropriate to the cognitive and physical abilities of the person.</p> <p>Uses the correct ACC reporting template and provides a clear rationale and description of the proposed solution(s), including options that have been trialled and discounted, and identify why the proposed solution represents the most appropriate and cost effective solution to meet the client's injury-related needs to achieve the agreed rehabilitation outcomes.</p>

Level 2 Competencies		
Description	Competencies	Demonstrated by
		<p>Can accurately describe and document rationale for equipment parameters in assessment report.</p> <p>Works collaboratively to understand the outcomes to be achieved for the client and the impact the proposed modifications will have on other funded services.</p> <p>Provide evidence of communication with relevant others during the assessment process.</p> <p>Follows the correct process for accessing rehabilitation equipment (including trial equipment) as defined in the ACC MRES Operational Guidelines.</p>

<b>Lying Assessment</b>		
<b>Description</b>	<b>Competencies</b>	<b>Demonstrated by</b>
<p><b>For clients who:</b></p> <p>1. Are at risk of, or have, persistent postures of asymmetry in lying.</p> <p>2. Require frequent re-positioning through the night due to discomfort from unsupported positions or other issues.</p> <p>3. Require a supported lying position through the day to achieve functional positioning for everyday activities.</p>	<p>Understands the rationale of a 24 hour approach to postural management.</p> <p>Can refer to evidence based practice to identify people who would benefit from night-time positioning and a 24 hour approach to postural management.</p> <p>Is aware of, and knows how to manage, risks when introducing night-time positioning.</p> <p>Can identify the parameters of lying equipment required to minimize the development of musculoskeletal deformities and/or to support a functional lying position.</p> <p>Has an in-depth knowledge of sleep systems and other lying equipment options available.</p> <p>Can complete a lying assessment and utilize additional assessment tools as needed e.g. Chailey Assessment of Lying Ability, sleep diary.</p> <p>Can configure equipment to support people in lying to correct or accommodate postural asymmetry.</p> <p>Can work in partnership with the client and all those involved in their care to ensure an integrated approach to postural management is facilitated.</p>	<p>Can clearly communicate the importance of positioning in lying to clients and those involved in their care.</p> <p>Provide appropriate intervention for clients.</p> <p>Provide positioning solutions in lying that meet the positioning and/or functional needs of the client.</p> <p>Utilise lying options to provide a cost-effective solution to meet the positioning and/or functional needs of the client in lying.</p> <p>Complete a lying assessment that identifies any loss of range of movement and includes information of unsupported lying position and how it could be improved.</p> <p>Can accurately describe and document rationale for equipment parameters in assessment report.</p> <p>Works collaboratively to understand the outcomes to be achieved for the client and the impact the proposed modifications will have on other funded services.</p> <p>Provide evidence of communication with relevant others during the assessment process.</p> <p>Follows the correct process for accessing rehabilitation equipment (including trial equipment) as defined in the ACC MRES Operational Guidelines.</p>



<b>Custom Fabrication</b>		
<b>Description</b>	<b>Competencies</b>	<b>Demonstrated by</b>
<p><b>For clients who:</b></p> <p>1. Require a custom fabricated seating product that is highly individualised and most commonly used for clients with Level 1 Chailey Sitting Ability, or those with significant orthopaedic deformity of the spine or pelvis.</p> <p>2. Require a unique and unusual custom modified wheeled mobility base.</p>	<p>Can explain and analyse clinical assessment findings and translate these to the requirements of the seating or mobility base to be fabricated.</p> <p>Problem solves positioning and mobility issues and prescribes unique and unusual solutions for clients who have significant fixed deformity that cannot be managed in readily available equipment and who may require custom fabricated seating / wheeled mobility options.</p> <p>Can anticipate difficulties that may arise in relation to pressure management, transfers and personal cares, and any functional or environmental impact that might occur during the introduction of custom fabricated solutions.</p>	<p>Links with appropriate services to ensure the proposed solution is appropriate to meet the client's injury related needs.</p> <p>Takes a lead role in completing the assessment and in the problem solving and decision making during the fabrication process.</p> <p>Follows the correct process for accessing rehabilitation equipment (including trial equipment) as defined in the ACC MRES Operational Guidelines.</p>