



SERVICE SCHEDULE FOR NON-ACUTE HYPERBARIC OXYGEN THERAPY SERVICES

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM OF AGREEMENT

- 1.1 The Term for the provision Non-acute Hyperbaric Oxygen Therapy Services is the period from 1 July 2024 or the date of signing (“Commencement Date”) until the close of 30 June 2029 (the “Date of Expiry”) or such earlier date upon which the period is lawfully terminated or cancelled.

2. SERVICE ITEMS AND PRICES

Table 1 – Service Items and Prices

Assessment Services

Service Code	Type of Service	Price (excl. GST)
CS100	Simple Assessment (Initial)	\$201.50
CS200	Complex Assessment (Initial)	\$308.74
CS400	Simple Assessment (2 nd Opinion)	\$201.50
CS900	Complex Assessment (2 nd Opinion)	\$308.74
CS500	Reassessment	\$201.50

Hyperbaric Oxygen Therapy Treatment Services

Service Code	Type of Service	Price (excl. GST)
HBO01	Non-acute Chamber (per hour)	\$335.43
HBO10	Inpatient bed (per 24 hour bed stay)	\$635.43

3. PRICE REVIEWS

3.1 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

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

3.3 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.

4. RELATIONSHIP MANAGER (STANDARD TERMS AND CONDITIONS, CLAUSE 11)

Table 2 - Relationship Management

Level	ACC	Supplier
Client	Recovery Team / Recovery team Member	Individual staff or operational contact
Relationship and performance management	Engagement & Performance Manager	Operational Contact / National Manager
Service Management	Portfolio Team or equivalent	National Manager

5. NAMED CLINICIANS/PROVIDERS

Name of Clinician	General Qualifications	Professional Body and Registration Number

6. SERVICE LOCATION

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

NOTICES FOR ACC TO:

ACC Health Procurement (for deliveries)
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 NON-ACUTE HYPERBARIC OXYGEN THERAPY SERVICES

1. PURPOSE

- 1.1 ACC wishes to purchase Non-Acute Hyperbaric Oxygen Therapy Services.
- 1.2 The purpose of this Service is to improve Client outcomes by providing assessment and treatment intervention to improve and restore a Client's skin integrity and function, to the extent practicable.
- 1.3 The Service will:
 - 1.3.1 Provide a high-quality clinical assessment and development of a Client goal(s) and treatment plan (Assessment Report Treatment Plan).
 - 1.3.2 Provide comprehensive service provisions with the aim of improving clinical outcomes and service effectiveness.
 - 1.3.3 Adopt a collaborative, holistic approach, taking into consideration and working with treatment services.
 - 1.3.4 Ensure that Clients are aware of, and understand, the purpose and expectations of the Service, the expected outcomes, and the role of the Service.

2. SERVICE OBJECTIVE

- 2.1 The objective of Non-Acute Hyperbaric Oxygen Therapy Services is to provide assessment and treatment intervention to bring about a significant improvement or complete resolution in the restoration of skin integrity and improvement in function, through the systemic delivery of oxygen to eligible Clients, resulting in:
 - 2.1.1 Increased blood flow to injured tissue;
 - 2.1.2 Formation of new blood vessels;
 - 2.1.3 Reduced swelling;
 - 2.1.4 Prevention of infection;
 - 2.1.5 Enhanced wound healing;
 - 2.1.6 Reduction in the effects of toxic substances.
- 2.2 Non-Acute Hyperbaric Oxygen Therapy Services provided under this Service Schedule will:
 - 2.2.1 Entail a comprehensive Assessment with the aim of improving clinical outcomes and service effectiveness.

- 2.2.2 Assessment and Treatment Plan are undertaken prior to and following HBOT therapy; and
 - 2.2.3 Hyperbaric Chamber Therapy will include all pre-chamber preparation, in chamber supervision and monitoring and post chamber therapies.
- 2.3 The Assessment must fully inform the Supplier of current clinical status, identify co-morbidities and highlight to the Clinician any significant clinical treatment considerations prior to HBOT services.

3. SERVICE COMMENCEMENT

Eligibility Criteria

- 3.1 A Client is eligible to receive this Service when:
 - 3.1.1 they have suffered a personal injury as defined in the Accident Compensations Act 2001 for which a claim for cover has been accepted (covered injury); and
 - 3.1.2 is determined by ACC as being eligible for Non-Acute Hyperbaric Oxygen Therapy Services.
- 3.2 Under the Accident Compensation Act 2001, a person may only receive entitlements if that person has cover for a Personal Injury and is eligible for entitlements in respect of that Personal Injury.
- 3.3 The Supplier will ensure that all Services provided and invoiced to ACC are in accordance with the Accident Compensation Act 2001 for the purposes of directly treating the client's covered Personal Injury.

Referral process

- 3.4 The Supplier may only accept referrals to the Service from:
 - 3.4.1 ACC; or
 - 3.4.2 a Vocationally Registered Medical Specialist.
- 3.5 At a minimum, the Referral will contain the following information:
 - 3.5.1 The Client's name, contact details, claim number, demographic details and a description of their injury;
 - 3.5.2 The reason for the referral based on the Client's identified needs and goals;
 - 3.5.3 Relevant clinical history to enable a quality assessment and recommendations that will support improved Client outcomes;
 - 3.5.4 Any previous Assessment report(s) relevant to the current circumstances;

- 3.5.5 The name and contact details of other relevant providers who the Clinician may need to contact as part of the assessment; and
 - 3.5.6 Any known risks associated with providing Services to the Client.
- 3.6 The Supplier must return any Referral to ACC if it contains inadequate information and request further details before accepting the Referral.
- 3.7 On receipt of a Referral, the Supplier will:
 - 3.7.1 Notify ACC and the referrer (where ACC is not the referrer) within ten (10) Business Days if the Referral has been declined; or
 - 3.7.2 On acceptance, contact the Client within ten (10) Business Days 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.

4. SERVICE LOCATION

- 4.1 The Supplier will provide particular Services at the locations specified in Part A, clause 6.

5. SERVICE COMPONENTS

- 5.1 The Supplier will undertake the following Service components to deliver the Services:
 - 5.1.1 Assessment;
 - 5.1.2 Submission of an ARTP; and
 - 5.1.3 Treatment – HBOT.

Assessment

- 5.2 Type of Assessment Service
 - 5.2.1 Simple Assessment, this is an initial assessment for a Client where:
 - 5.2.1.1 the Client has a Personal Injury requiring assessment; and
 - 5.2.1.2 the Client requires assessment by only one Clinician; or
 - 5.2.1.3 the Client may require evaluation by another allied Health Professional associated with or under the direction of the Clinician.
 - 5.2.2 Complex Assessment, this is an initial assessment for a Client where:
 - 5.2.2.1 the Client has a Personal Injury of unusual complexity; and/or

- 5.2.2.2 more than one Clinician is required to be involved in making recommendation(s) for treatment and/or treatment options; and/or
 - 5.2.2.3 the Client requires a more complex level of investigation than would usually be required for a Simple Assessment.
- 5.2.3 Second Opinion Assessment
 - 5.2.3.1 This is a subsequent assessment for a Client by a second Clinician following an initial Assessment where:
 - 5.2.3.2 The initial Clinician is unable to recommend treatment or has reservations about recommending treatment for the Client's Personal Injury without obtaining a second Clinician's opinion. This may be because the Client has one or more co-morbidities requiring Clinician expertise in a speciality relevant to the co-morbidity to evaluate the appropriateness of the recommended treatment for the Client's Personal Injury, in light of the co-morbidities; and
 - 5.2.3.3 The initial Clinician has requested in writing a Second Opinion Assessment from the second Clinician.
- 5.2.4 Second Opinion Assessment is payable in addition to the initial assessment fee and will be paid for:
 - 5.2.4.1 under this Service Schedule if the second Clinician is a Named Clinician; or
 - 5.2.4.2 under another appropriate ACC contract if the second Clinician is named in that other contract; or
 - 5.2.4.3 under the relevant regulations, if the second Clinician is not named under this Agreement or another appropriate ACC contract.
- 5.2.5 The Supplier and the initial Clinician remains responsible for provision of the ARTP to ACC, and for including any recommendation made by the second Clinician into it, unless otherwise agreed between the Clinicians that the care of the Client should be transferred to the second Clinician.

5.3 Complex Second Opinion Assessment

5.3.1 This is a subsequent assessment for a Client by a second Clinician following an Initial Assessment where:

5.3.1.1 The initial Clinician is unable to recommend treatment or has reservations about recommending treatment for the Client's personal injury without obtaining a second Clinician's opinion. This may be because the Client has one or more Co-morbidities of a complex nature requiring Clinician expertise in a speciality relevant to the Co-morbidity to evaluate the appropriateness of the recommended treatment for the Client's personal injury, in light of the Co-morbidities; and

5.3.1.2 the initial Clinician has requested in writing a Second Opinion Assessment from the second Clinician; and

5.3.1.3 Extensive assessment is required which is expected to take 45 to 60 minutes.

5.3.2 This type of assessment is payable in addition to the initial assessment fee and will be paid for:

5.3.2.1 under this Agreement if the second Clinician is a Named Clinician; or

5.3.2.2 under another appropriate ACC contract if the second Clinician is named in that other contract; or

5.3.2.3 Under the relevant regulations, if the second Clinician is not named under this Agreement or an appropriate ACC contract.

5.3.3 The initial Clinician remains responsible for provision of the ARTP to ACC, and for including any recommendation made by the second Clinician into it, unless otherwise agreed between the Clinicians that the care of the Client should be transferred to the second Clinician.

5.4 Reassessment

5.4.1 This is a subsequent Simple Assessment or Complex Assessment for a Client where:

5.4.1.1 The recommendations in the initial ARTP have been implemented; and

5.4.1.2 The Client has not reached the rehabilitation milestones or outcomes predicted in the ARTP; and

5.4.1.3 The Client requires reassessment to determine if further treatment is required.

6. SERVICE REQUIREMENTS

6.1 Assessment Services

6.1.1 All Assessment Services shall, where appropriate, include (without limitation):

- 6.1.1.1 interviewing and detailing the Client's clinical history, including a review of relevant investigations and tests performed to date;
- 6.1.1.2 physical examination of the Client by appropriately qualified medical personnel under the direction of a Clinician;
- 6.1.1.3 a multi-disciplinary perspective, when required, to assess some aspects of the health of the Client that are directly relevant to determining the most appropriate treatment option(s);
- 6.1.1.4 assessment of contradictions to HBOT Treatment;
- 6.1.1.5 arranging access to necessary pathology services and diagnostic imaging services including radiology, MRI and CT scanning, and incorporating the results of those tests in the ARTP;
- 6.1.1.6 discussion between the Client and the Assessor concerning suitable treatment options, including other treatment options where appropriate;
- 6.1.1.7 any administrative matters as would normally be required when undertaking the Assessment Services including the recording of Service outcomes in clinical notes and/or through internal information systems to allow the Supplier to evaluate the Service;
- 6.1.1.8 completion of appropriate documentation, such as the ARTP, to support a determination that the Client is eligible for Services or that they should be referred to other services;
- 6.1.1.9 Completion of an Assessment Report and Treatment Plan, detailing findings and recommendations.

6.2 Assessment Report and Treatment Plan (ARTP)

- 6.2.1 The Supplier must prepare and submit an ARTP to ACC on completion of an Assessment/Reassessment (and a Second Opinion Assessment or Complex Second Opinion Assessment, if applicable) within 7 working days of the Clinician completing the Assessment or receiving any diagnostic tests, pathology services or second opinion (whichever date is later).
- 6.2.2 The ARTP must be provided in the template detailed in Appendix 1 of this Service Schedule.

- 6.2.3 On receipt of the ARTP, ACC will review and either:
 - 6.2.3.1 Approve the ARTP and its recommendations; or
 - 6.2.3.2 Return the ARTP to the Supplier where it does not meet ACC quality standards or requires further information. The Supplier is expected to address the issues raised with the Service Provider and resubmit the ARTP to ACC once the issue/s have been addressed; or
 - 6.2.3.3 Decline the ARTP with supporting documentation and notify the Client.

6.3 Resources for Assessment Services

- 6.3.1 The Supplier must ensure:
 - 6.3.1.1 a medical team led by a Named Clinician with appropriate training in Hyperbaric Oxygen Therapy (HBOT);
 - 6.3.1.2 appropriately qualified staff to carry out Assessment Services and HBOT Treatment;
 - 6.3.1.3 clinical supervision of junior medical staff and medical staff in training by a Named Clinician according to agreed standards;
 - 6.3.1.4 access to a nursing team which is led by registered nurses with specialised training and experience in Hyperbaric Oxygen Therapy Services and wound management;
 - 6.3.1.5 technical and allied health staff with appropriate professional qualifications and registrations in Hyperbaric Oxygen Therapy;
 - 6.3.1.6 adequate back up facilities and staffing arrangements for a multidisciplinary approach to Assessment Services;
 - 6.3.1.7 access to a sufficient range of diagnostic and assessment services available to assist the multidisciplinary teams to reach an accurate diagnosis and plan treatment accordingly; and
 - 6.3.1.8 ongoing staff education programmes or access to education programmes aimed at keeping staff up to date with developments in the field. This is to be an integral part of the Service.

7. HBOT TREATMENT

- 7.1 The Supplier must obtain ACC's prior approval before commencing HBOT Treatment services, under clause 6.2 of this Service Schedule.

- 7.2 *HBOT Treatment* means all and any part of the Treatment services described below and other services described elsewhere in this Service Schedule, to be provided for Clients subject to and in accordance with provisions of this Service Schedule, and includes:
- 7.2.1 all incidental services which a reasonable and responsible Supplier of similar services would provide to meet the physiological, cultural, spiritual and social needs of Clients while in the care of the Supplier; and
 - 7.2.2 access to education about prevention and management focused on rehabilitation consistent with the goals and strategic directions to ACC.
- 7.3 Treatment
- 7.3.1 Definition of Treatment includes, but is not limited to:
 - 7.3.1.1 An initial visit to the facility, if required, pre-admission;
 - 7.3.1.2 HBOT Treatment on an inpatient, day stay or outpatient basis as is appropriate for the type of treatment, and the circumstances of the Client;
 - 7.3.1.3 Post procedure care before Discharge;
 - 7.3.1.4 Delivery of all associated care and treatment by a team of professionals including medical, nursing, physiotherapy, anaesthetist, occupational therapy, social work, technical and (on an inpatient basis only) allied health professionals, as well as referral to, and assessment by, other types of Clinicians during the treatment, as required;
 - 7.3.1.5 All consumables, implants, supplies, standard hotel type costs, transfer costs, laboratory (pathology) tests, pharmaceutical items, and other associated items to perform the treatment;
 - 7.3.1.6 Availability and use of a range of equipment appropriate to the specialty, level of service and the treatment being provided;
 - 7.3.1.7 Any administrative matters as would normally be required to allow the Supplier to monitor the outcome of treatment. Recording of Service outcomes in clinical notes and/or through internal information systems and the National Minimum Data Set, to allow the Supplier or ACC to evaluate the Service.

7.4 Clinical Criteria for Treatment

- 7.4.1 HBOT Treatment may only be provided if it meets the “Clinical Criteria for Provision of HBOT Non-Acute Treatment” as detailed in Appendix B of this Schedule.

7.5 Resources

7.5.1 The Supplier must ensure:

- 7.5.1.1 a medical team led by a Named Clinician holding a recognised qualification;
- 7.5.1.2 appropriately qualified staff to carry out Assessment Services and HBOT Treatment;
- 7.5.1.3 clinical supervision of junior medical staff and medical staff in training by a Named Clinician according to agreed standards;
- 7.5.1.4 access to a nursing team which is led by registered nurses with specialised training and experience in Acute Hyperbaric Oxygen Therapy Service and wound care;
- 7.5.1.5 technical and allied health staff with appropriate professional qualifications and registrations in Hyperbaric Oxygen Therapy;
- 7.5.1.6 adequate back up facilities and staffing arrangements for a multidisciplinary approach to Assessment Services;
- 7.5.1.7 access to a sufficient range of diagnostic and assessment services available to assist the multidisciplinary teams to reach an accurate diagnosis and plan treatment accordingly; and
- 7.5.1.8 ongoing staff education programmes or access to education programmes aimed at keeping staff up to date with developments in Hyperbaric Medicine and related interventions, such as wound care. This is to be an integral part of the Service.

7.6 Significant Complication Transfer of Care

- 7.6.1 In the event a Client suffers a Significant Complication after Admission, the Supplier will:
 - 7.6.1.1 arrange a Significant Complication Transfer of Care;
 - 7.6.1.2 provide ACC a Discharge Report as detailed in Part B, clause 10 and clause 13.1. and
 - 7.6.1.3 be entitled to charge ACC in accordance with Part B, clause 13.

7.7 Clinical Conditions and Treatments Excluded

7.7.1 ACC will not pay for HBOT Treatment when the HBOT Treatment is for the following conditions:

7.7.1.1 Chronic refractory osteomyelitis;

7.7.1.2 Radiation induced tissue injury (osteoradionecrosis);

7.7.1.3 Soft-tissue injuries;

7.7.1.4 Musculoskeletal injuries;

7.7.1.5 Traumatic brain injuries; or

7.7.1.6 Sports injuries.

7.7.2 ACC will not pay the cost of topical Hyperbaric Oxygen Therapy. (Note: this treatment does not meet the definition of systematic Hyperbaric Oxygen Therapy Services and its efficacy has not been established due to the lack of clinical trials).

7.8 Approval for further Non-Acute HBOT Treatment Sessions

7.8.1 If as a result of a Reassessment of the clinical need the Supplier considers further Non-Acute HBOT Treatment Sessions are necessary, then the Supplier will complete an ARTP and send the Discharge Report to ACC for approval. ACC may approve further Non-Acute HBOT Treatment Sessions only up to the overall maximum number of Non-Acute HBOT Treatment Sessions.

7.8.2 ACC in its sole discretion may require an independent review be carried out by a Clinician, including examination of the Client, before Prior approval for further Treatment.

8. SERVICE SPECIFIC REQUIREMENTS

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

8.2 Personnel qualifications and experience

8.3 The Supplier must ensure all Service Providers and other personnel involved in the delivery of the Service meet the following requirements, as applicable:

8.3.1 Each Service Provider undertaking Assessments must:

8.3.1.1 Hold the appropriate professional qualification (either Vocationally Registered Clinician, Occupational Therapist, Registered Nurse or Physiotherapist) and;

8.3.1.2 Have demonstrated competencies in their appropriate profession; and

- 8.3.1.3 Maintain registration with the appropriate responsible authority under the Health Practitioners Competence Assurance Act 2003.
- 8.3.2 Non-registered service providers or personnel must:
 - 8.3.2.1 Have the appropriate qualification and expertise;
 - 8.3.2.2 Have regulatory documented supervision, appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively; and
 - 8.3.2.3 Undertake ongoing training in their area of expertise.
- 8.3.3 All Personnel must:
 - 8.3.3.1 Consistently provide the highest standard of customer service in accordance with Good Industry Practice, and
 - 8.3.3.2 Undertake induction and development requirements.
- 8.4 Monitoring Competency
 - 8.4.1 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.
- 8.5 Practicing Certificate
 - 8.5.1 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.
- 8.6 Capacity and Capability
 - 8.6.1 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).
 - 8.6.2 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.

8.7 Safety Checks

8.7.1 The Supplier must:

- 8.7.1.1 Uphold the safety of ACC Clients by carrying out appropriate screening/vetting, including Police vetting, for all authorised persons who provide services under this contract;
- 8.7.1.2 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; and
- 8.7.1.3 Immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

8.7.2 If ACC receives any information from any source related to the safety of Clients in relation to these Services, ACC may take steps to investigate and take appropriate action. If ACC considers on reasonable grounds that the safety of a Client or Clients may be impacted, ACC can, at its sole discretion, suspend or terminate all or any part of the Services, or this contract.

8.8 Policies, protocols, guidelines and procedures

8.8.1 The Supplier must maintain the following:

- 8.8.1.1 **Operating Procedures** to manage Service Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.
- 8.8.1.2 **Privacy Policy** to manage Client Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
- 8.8.1.3 **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.
- 8.8.1.4 **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.
- 8.8.1.5 **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to Clients under this Contract.

8.8.2 A copy of the above items must be promptly provided to ACC on request or as required.

8.9 Health and Safety Standard requirements

8.9.1 In addition to the Health and Safety requirements provided in the Standard Terms and Conditions, clause 8.16, the Supplier must:

- 8.9.1.1 ensure all Services comply with the health and safety standards provided in the Australia/New Zealand Standard 4774.2:2019 (Work in compressed air and hyperbaric facilities part 2: Hyperbaric Oxygen facilities);
- 8.9.1.2 have a membership with the Hyperbaric Technicians and Nurses Association (HTNA);
- 8.9.1.3 comply with the provisions of the Health and Safety in Employment Regulations (pressure equipment, cranes and passenger ropeways); and
- 8.9.1.4 have a current Certificate of Inspection of Equipment with CIE permanently displayed beside the pressure vessel.

8.10 Occupational Health and Safety Requirements

- 8.10.1 The Supplier must ensure that the Services provided comply with the applicable occupational health and safety requirements in the Health and Safety at Work Act 2015.
- 8.10.2 The Supplier must provide evidence of the above Health and Safety compliance promptly to ACC on request or as required.

9. INFORMATION SECURITY

9.1 The Supplier must:

- 9.1.1 Ensure that its Personnel that receive and have access to 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;
- 9.1.2 Not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand;
- 9.1.3 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;
- 9.1.4 Undertake regular security assurance, monitoring and testing of its information management systems;
- 9.1.5 Remediate any identified security vulnerabilities, in accordance with Good Industry Practice;

- 9.1.6 Comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time; and
- 9.1.7 Ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

10. SERVICE EXIT

10.1 This Service is complete when:

- 10.1.1 the Client is Discharged followed by a Discharge Report which provided to ACC detailing:
 - 10.1.1.1 the completion of Services provided to the Client;
 - 10.1.1.2 details of the clinical outcome of HBOT treatment, including any objective measures of outcome;
 - 10.1.1.3 evidence of appropriate coordinated Discharge planning; and
 - 10.1.1.4 date of Discharge or transfer.
- 10.1.2 the Client no longer needs the services under this Service Schedule;
- 10.1.3 the Client refuses to participate or comply with any instructions and is discharged from the Treatment Facility; or
- 10.1.4 the Client dies.

11. EXCLUSIONS

- 11.1 The following services are not to be delivered under this Service Schedule (but may be provided under other contracts with ACC, or under Regulations, if required):
 - 11.1.1 Client and escort transport and escort accommodation costs as a result of the provision of Assessment or follow-up Treatment;
 - 11.1.2 Home-help provision;
 - 11.1.3 Attendant care;
 - 11.1.4 Childcare;
 - 11.1.5 Outpatient allied health follow-up care (post Discharge Date);
 - 11.1.6 Prosthesis for Independence or Orthotics (i.e. artificial limb);
 - 11.1.7 Diagnostic imaging services required after Discharge Date;
 - 11.1.8 District/community nursing;
 - 11.1.9 High Tech Imaging Services;

11.1.10 Low tech Imaging (paid under Regulations);

11.1.11 Community Nursing Services.

12. SIGNIFICANT COMPLICATION TRANSFER OF CARE

- 12.1 At the point of a Significant Complication Transfer of Care (whether internal, or to another supplier), charges to ACC for Treatment will cease.
- 12.2 If, at this point, the Supplier has not completed all Services for a Client, the Supplier shall be entitled to charge a pro-rata proportion of the relevant Procedure price/s. The proportion paid will take into account such factors as the length of time and level of resources committed to the Client. The proportions and prices shall be agreed with the Client's Case Manager or Treatment Assessment Centre as appropriate, or the Treatment Assessment Centre, prior to submitting an invoice.
- 12.3 If agreement cannot be reached within a reasonable period of time including by escalation within each party's organisation, either party can refer the dispute for resolution under the procedures described in clause 19 of the Standard Terms and Conditions.
- 12.4 This report will be accompanied by a Notice of Discharge if the Transfer of Care occurred prior to Discharge.

13. PAYMENT AND INVOICING

- 13.1 ACC agrees to pay the prices for Services set out in Part A, Clause 2.
- 13.2 The Supplier is entitled to raise an invoice within five Working Days following completion of the Service or a component of the Service, in accordance with the Standard Terms and Conditions, Clause 10.
- 13.3 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 Service Schedule.
- 13.4 ACC is not liable to pay for Services to treat non-injury related conditions and/or pre-existing health related conditions.

14. RELATIONSHIP MANAGEMENT

- 14.1 To ensure the continuing effective operation of the Service, formal working relationship are to be maintained as defined in Table 2 – Relationship Management.

15. REPORTING REQUIREMENTS

- 15.1 On the completion of the Services for each Client, the Supplier will submit a Patient Reported Outcome Measure (PROM) to ACC through an ACC approved digital channel.
- 15.2 ACC may request the Supplier to provide further information or reports for Services provided under this Service Schedule. Any request will be reasonable, and the Supplier shall provide the information within 30 days of the request.

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; and
 - 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 goods and services where reasonably possible; and
 - 16.1.3 comply, and ensure that its Subcontractors and Personnel comply, with all 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. MODERN SLAVERY

- 17.1 The Supplier will take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services.
- 17.2 If at any time the Supplier becomes aware of modern slavery practices in the operations and supply chains used in the performance of the Contract, the Supplier must as soon as reasonably possible:
 - 17.2.1 notify ACC, and
 - 17.2.2 take all reasonable steps to address or remove those practices, including where relevant by addressing any practices of other entities in its supply chains.

18. DEFINITIONS AND INTERPRETATION

18.1 In this Service Schedule, unless the context otherwise requires:

Assessment or Assessment Services means an assessment provided to a Client as more particularly described in Part B, clause 6; “Assessment Services” means all and any part of the services described in clause 6 and other services described elsewhere in this Agreement, to be provided for Clients subject to and in accordance with the provisions of this Agreement, provided always that they are Acute Services;

Clinician means a medical practitioner who holds or is deemed to hold vocational registration in accordance with the Health Practitioners Competency Act 2004;

HBOT Treatment means hyperbaric oxygen therapy treatment. In the context of this Agreement Hyperbaric oxygen (HBO2) treatment is defined as systemic treatment in which the entire patient is placed inside a pressurised chamber and breathes 100% oxygen under a pressure greater than one atmosphere. The treatment lasts for a limited period of time, usually less than 120 minutes, but may be re-applied intermittently. Hyperbaric oxygen can result in elevated arterial and tissue oxygen tension levels that are believed to produce beneficial biochemical, cellular, and physiological effects;

Non-Acute Hyperbaric Oxygen Therapy Services, Services, Service, and the Service means the services (or some or all of them, as the context may require) that are to be provided by the Supplier in accordance with this Agreement and more particularly described in Part B, and include **Assessment Services** and **HBOT Treatment**;

Notice of Discharge means the notice required under clause 9 to be provided to ACC upon Discharge;

Outpatient means a patient who is not admitted but receives treatment, therapy, advice, diagnostic or investigatory procedures or pre-admission assessment at a health care facility;

PROMs means patient reported outcome measures. They are questionnaires that help patients to report on outcomes relating to their health. These questionnaires focus on various aspects of health, such as symptoms, daily functioning, and quality of life. PROMs will be measured on two or more occasions to enable comparisons to be made over time;

Registered Nurse means a registered nurse as defined in the Health Practitioners Competence Assurance Act 2004;

Significant Complication means a medical complication which arises unexpectedly after admission and is of such a nature that the Client's clinical priority becomes that of requiring **Public Health Acute Services** within the meaning of the AC Act or services or treatment that would be **Public Health Acute Services** if provided by Health New Zealand – Te Whatu Ora. A Significant Complication is not covered in the Services specified in this Agreement. An example of a Significant Complication includes, but is not limited to where a significant medical complication arises unexpectedly, or because of an underlying medical condition that is not related to an ACC claim (for example, a significant asthma attack that has resulted in a pneumothorax, or a myocardial infarction);

Significant Complication Transfer of Care means the transfer of clinical responsibility for the care and treatment of the Client because of a Significant Complication in connection with the medical condition of the Client to one of the following (whichever is most appropriate for the Client):

- Health New Zealand – Te Whatu Ora; or
- a medical, nursing and ancillary team internally within the Supplier, if that complication is within the Supplier's expertise and if the Supplier is contracted to provide the necessary services by Health New Zealand - Te Whatu Ora as if they were public health acute services and without charge to the Client or ACC;

Technician means a person qualified to operate a hyperbaric oxygen therapy chamber;

Treatment Facility means an approved treatment facility of a certified private facility or other healthcare facility approved by an agency having meet all Standards and Regulatory provisions.

C. APPENDIX 1 – ARTP TEMPLATE

Client Details	
1	Client name, date of birth and address;
2	ACC claim number and NHI number
Consultation Details	
3	Name and NZMC number of Clinician who provided the Service;
4	Date of consultation;
5	Facility where consultation undertaken;
6	Details of the nature and the severity of the ACC covered condition. This should include the date and history of the injury, the initial and current diagnosis, and any relevant medical history;
7	Details of diagnostic tests and imaging undertaken;
8	Description of any link between the Client's symptoms and the Client's ACC-covered personal injury;
9	The impact of the Client's ACC-covered personal injury on his/her ability to return to or maintain work;
10	Details of any pre-existing conditions or other complaints unrelated to but having an impact on the existing ACC-covered personal injury;
11	Any factor, condition or complaint, other than the ACC-covered personal injury, which is influencing or may influence the Client's ability to return to or maintain work, or to return to independence;
Treatment Options/Recommended Treatment	
12	<p>Outline your recommended treatment</p> <p>Any recommended HBOT Treatment, detailing:</p> <ul style="list-style-type: none"> • ACC service description, ACC service code; • Pre and post treatment care, such as physiotherapy, aids, orthotic appliances, home help, child-care etc; • Clinical Priority Category (refer Schedule); <p>Any recommended conservative treatment including GP care, community nursing care, consumable items, aids, and orthotic appliances, physiotherapy, other intervention etc;</p>
Clinical Declaration	
13	<p>A declaration signed by a Clinician who carried out the particular Clinical Service that, in relation to the Client and any recommended treatment for the Client:</p> <ol style="list-style-type: none"> 1. The Provider has taken reasonable actions in the circumstances to give effect to the rights, and comply with the duties, in the then current Code of Health and Disability Services Consumers Rights, including Right 5 (Right to Effective Communication), Right 6 (Right to be Fully Informed) and Right 7 (Right to Make an Informed Choice and Give Informed Consent); and <ul style="list-style-type: none"> • I have discussed the treatment options with the Client and advised why the recommended treatment is the appropriate treatment in this case. • In my clinical judgement, having taken a clinical history, examined the patient and obtained appropriate diagnostic tests, I believe the

	<p>recommended treatment is required to treat a condition that is the result of personal injury caused by an accident.</p> <p>Clinician to tick appropriate box attesting to the above statement:</p> <p>Agree <input type="checkbox"/> Not sure <input type="checkbox"/></p>
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Note: A letter to the Client's General Practitioner from the Clinician will be regarded as an ARTTP if it includes all the information set out in this template. It is ACC's preference to receive a copy of such a letter that is sent to the Client's GP.

D. APPENDIX B

Prior Approval criteria for Non-Acute Hyperbaric Oxygen Therapy services

Clinical condition	Maximum Treatment Sessions	Non-Acute?	Criteria and Comments for Funding
Selected Problem Wound Healing	Prior approval from ACC is required before commencing treatment in problem wounds.	YES	<p>Enhancement of Healing in <i>Selected</i> Problem Wounds</p> <p>Problem wounds are those that fail to respond to established medical and surgical management. These wounds usually develop in compromised hosts with multiple local and systemic factors contributing to inhibition of tissue repair. Those researched to date include:</p> <ul style="list-style-type: none"> • diabetic feet • compromised amputation sites • non-healing traumatic wounds • vascular insufficiency ulcers <p>Regardless of aetiology, the basic mechanism of non-healing wounds is interplay between varying degrees of tissue hyperfusion and infection.</p> <p>Evidence Review (ACC, 2004)</p> <p>There is continuing evidence to support the use of HBOT for the treatment of diabetic wounds for where conventional management has failed to achieve improvement in wound healing, or for diabetics who appear to be at high risk of amputation.</p> <p>It is not known if the findings for diabetic leg and foot ulcers are generalisable to other problem wounds. No information could be obtained on the use of HBOT for the treatment of pressure sores for patients with spinal cord injuries.</p>
Chronic Refractory Osteomyelitis	NOT PURCHASED BY ACC	N/A	The effectiveness of Hyperbaric Oxygen Therapy for chronic refractory osteomyelitis remains unknown with an absence of randomised controlled studies.

Clinical condition	Maximum Treatment Sessions	Non-Acute?	Criteria and Comments for Funding
Other Conditions Proposed for Hyperbaric Medicine	NOT PURCHASED BY ACC	N/A	<p>Numerous additional medical conditions for which HBOT has been used have been reported in the literature, these include soft-tissue or musculoskeletal injuries, traumatic brain injuries (TBI), cerebral palsy, sudden deafness and acoustic trauma, dental implant following radiotherapy and periodontitis.</p> <p>The ACC 2004 Evidence Base Review found is no substantial evidence for Hyperbaric Oxygen Therapy in the treatment of soft-tissue, musculoskeletal, sports injuries or traumatic brain injury.</p>
Topical HBOT Treatment	NOT PURCHASED BY ACC	N/A	Topical Hyperbaric Oxygen Therapy does not meet the definition of systemic services, and its efficacy has not been established due to the lack of controlled clinical trials.