



# SERVICE SCHEDULE FOR NON-ACUTE HYPERBARIC OXYGEN THERAPY SERVICES

CONTRACT NO: \_\_\_\_\_

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## A. QUICK REFERENCE INFORMATION

### 1. TERM OF AGREEMENT

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

### 2. TABLE OF PRICES

#### Assessment Services

Service Code	Type of Service	Price (excl. GST)
CS100	Simple Assessment (Initial)	\$194.48
CS200	Complex Assessment (Initial)	\$297.99
CS400	Simple Assessment (2 <sup>nd</sup> Opinion)	\$194.48
CS900	Complex Assessment (2 <sup>nd</sup> Opinion)	\$297.99
CS500	Reassessment	\$194.48

#### Treatment Services

Service Code	Type of Service	Price (excl. GST)
HBO01	Non-acute Chamber (per hour)	\$315.65
HBO10	Inpatient bed (per 24 hour bed stay)	\$597.96

**3. PRICE REVIEWS**

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.

**4. NAMED CLINICIANS/PROVIDERS**

Name of Clinician	General Qualifications	Professional Body and Registration Number

**5. SERVICE LOCATION**

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## **B. SERVICE SPECIFICATIONS FOR NON-ACUTE HYPERBARIC OXYGEN THERAPY SERVICES**

### **1. SERVICE OBJECTIVE**

- 1.1. The main objective of Non-Acute Hyperbaric Oxygen Therapy Services for eligible Clients 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 resulting in:
  - 1.1.1. Increased blood flow to injured tissue
  - 1.1.2. Formation of new blood vessels
  - 1.1.3. Reduced swelling
  - 1.1.4. Prevention of infection
  - 1.1.5. Enhanced wound healing
  - 1.1.6. Reduction in the effects of toxic substances.
- 1.2. Non-Acute Hyperbaric Oxygen Therapy Services to be provided under this Service Schedule must ensure comprehensive service provision with the aim of improving clinical outcomes and service effectiveness.
  - 1.2.1. Assessment which includes comprehensive assessment prior to and following HBOT therapy. The Assessment will 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;
  - 1.2.2. Hyperbaric Chamber Therapy will include all pre-chamber preparation, in chamber supervision and monitoring and post chamber therapies.

### **2. CLIENTS ENTITLED TO SERVICES**

- 2.1. A person may be entitled to Services from the Supplier under this Agreement if:
  - 2.1.1. There is furnished to the Supplier before Services commence an ACC 45 number or such other information acceptable to ACC, as confirmation that the person has suffered a personal injury as defined in the AC Act and the Supplier considers that the person has cover for that injury under the AC Act; and
  - 2.1.2. That Client is entitled to Services to the extent and provided always that the other relevant prerequisites referred to elsewhere in this Agreement are satisfied; and

- 2.1.3. A vocationally registered Clinician has referred the Client in writing to the Provider for the provision of Assessment Services in accordance with Part B, clause 6.

### **3. ACC NOT LIABLE**

- 3.1. ACC will not pay the Supplier for Services for a person or Client to which that person is not entitled.

### **4. SERVICE LOCATION**

- 4.1. The Supplier will provide particular Services at the locations specified in Part A, clause 4.

### **5. QUALITY REQUIREMENTS, HEALTH AND SAFETY STANDARDS**

#### **5.1. Service Specific Compliance**

- 5.1.1. The Services must meet health and safety standards for their workforces and Service Users and comply with Australia/New Zealand Standard 4774.2:2019 - Work in compressed air and hyperbaric facilities part 2: Hyperbaric Oxygen facilities.

- 5.1.2. The Supplier will have an affiliation with the Hyperbaric Technicians and Nurses Association (HTNA).

- 5.1.3. The Supplier comply with the provisions of the Health and Safety in Employment (pressure equipment, cranes and passenger ropeways) and have a current Certificate of Inspection of Equipment with CIE permanently displayed beside the pressure vessel.

#### **5.2. Occupational Health and Safety Requirements**

- 5.2.1. The Supplier will ensure that the Services provided comply with the applicable occupational health and safety requirements in the Health and Safety at Work Act 2015

### **6. NON-ACUTE HYPERBARIC OXYGEN THERAPY ASSESSMENT SERVICE REQUIREMENTS**

#### **6.1. Commencement and Ending of Assessment Services for Client**

The Assessment Services that ACC purchases from the Supplier for a Client commence on acceptance of a written Referral in accordance with Part B, clause 2. The Supplier must notify ACC of the acceptance of the Referral within two working days of receipt.

The Assessment Services end

- (a) When all relevant matters described in clause 6 have been completed and the Supplier has made a determination as to whether the Client is eligible for Services under this Agreement. If the Supplier determines that the Client is eligible for Services, the Services end when a satisfactory Assessment Report and Treatment Plan (“ARTP”) containing the information required by clause 6.5 is provided to ACC.

## 6.2. Definition of “Assessment Services”

“Assessment Services” means all and any part of the services described in clauses 6 below 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.

## 6.3. Definition of Each Assessment Service

### 6.3.1. Simple Assessment

This is an initial assessment for a Client where:

- the Client has a personal injury requiring assessment; and
  - the Client requires assessment by only one Clinician; or
  - the Client may require evaluation by another allied Health Professional associated with or under the direction of the Clinician.

### 6.3.2. Complex Assessment

This is an initial assessment for a Client where:

- the Client has a personal injury of unusual complexity; and/or
- more than one Clinician is required to be involved in making recommendation(s) for treatment and/or treatment options; and/or
- the Client requires a more complex level of investigation than would usually be required for a Simple Assessment.

### 6.3.3. Second Opinion Assessment

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

- 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
- The initial Clinician has requested in writing a Second Opinion Assessment from the second Clinician.

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

- (a) under this Agreement if the second Clinician is a Named Clinician; or
- (b) under another appropriate ACC contract if the second Clinician is named in that other contract; or
- (c) under the relevant regulations, if the second Clinician is not named under this Agreement or another appropriate ACC contract.

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.

### 6.3.4. Complex Second Opinion Assessment

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

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



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

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

- (d) under this Agreement if the second Clinician is a Named Clinician; or
- (e) under another appropriate ACC contract if the second Clinician is named in that other contract; or
- (f) Under the relevant regulations, if the second Clinician is not named under this Agreement or an appropriate ACC contract.

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.

#### 6.3.5. Reassessment

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

- The recommendations in the initial ARTP have been implemented; and
- The Client has not reached the rehabilitation milestones or outcomes predicted in the ARTP; and
- The Client requires reassessment to determine if further treatment is required.

#### 6.4. Assessment Services

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

- (a) Interviewing and detailing the Client's clinical history, including a review of relevant investigations and tests performed to date;
- (b) physical examination of the Client by appropriately qualified medical personnel under the direction of a Clinician;
- (c) 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);
- (d) assessment of contradictions to HBOT Treatment;
- (e) 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;
- (f) discussion between the Client and the Assessor concerning suitable treatment options, including other treatment options where appropriate;

- (g) 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;
- (h) 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;
- (i) Completion of an Assessment Report and Treatment Plan, detailing findings and recommendations.

6.5. Assessment Report and Treatment Plan (ARTP)

6.5.1. When Required

An ARTP shall be prepared and submitted by the Supplier to ACC on completion of an Assessment/Reassessment (and a Second Opinion Assessment or Complex Second Opinion Assessment, if applicable).

6.5.2. To Whom

An ARTP will be forwarded to:

- (a) ACC’s Treatment and Support team via ARTPS2ESU@acc.co.nz; and
- (b) copied to the Client’s General Practitioner.

6.5.3. By When

The ARTP will be forwarded within 7 working days of the Clinician completing the Assessment or receiving any diagnostic tests, pathology services or second opinion (whichever date is later).

6.5.4. Contents of ARTP

The ARTP will be in the format or contain the information set out in clause 6.5.5

6.5.5. Contents of ARTP

The ARTP will include the following:

<b>Client Details</b>	
1	Client name, date of birth and address;
2	ACC claim number and NHI number
<b>Consultation Details</b>	
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;
<b>Treatment Options/Recommended Treatment</b>	
12	<p>Outline your recommended treatment</p> <ol style="list-style-type: none"> <li>Any recommended HBOT Treatment, detailing: 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);</li> <li>Any recommended conservative treatment including GP care, community nursing care, consumable items, aids, and orthotic appliances, physiotherapy, other intervention etc;</li> </ol>
<b>Clinical Declaration</b>	
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"> <li>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</li> <li>I have discussed the treatment options with the Client and advised why the recommended treatment is the appropriate treatment in this case.</li> </ol>

	<p>3. In my clinical judgement, having taken a clinical history, examined the patient and obtained appropriate diagnostic tests, I believe the 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 ARTP if it includes all the information set out in this clause 6.5.5. It is ACC’s preference to receive a copy of such a letter that is sent to the Client’s GP.

## 6.6. Maximum Waiting Times

### 6.6.1. Supplier to comply

The Supplier will ensure that:

- (a) Simple Assessments, Complex Assessments and Reassessments (including any associated Second Opinion Assessments or Complex Second Opinion Assessments) are completed within:
- Two months from the date of presentation to the Supplier, or
  - A lesser period of time if this is recommended by a Clinician due to the Client’s clinical need.

### 6.6.2. Inability to comply with Maximum Waiting Times

Where the Supplier is not able to meet the Maximum Waiting, Time described in clause 6.6.1 above for a Client or a particular group of Clients, the Supplier will immediately notify the relevant Case Owner(s). ACC may, in its sole discretion, either endeavour to agree with the Supplier and the relevant Client(s) an extension of the Maximum Waiting Time or require the Supplier to refer the Client(s) to another ACC contracted Supplier approved by ACC for the provision of the required Services.

## 6.7. Resources for Assessment Services

The Supplier must have:

- a medical team led by a Named Clinician with appropriate training in HBOT;
- appropriately qualified staff to carry out Assessment Services and HBOT Treatment;

- clinical supervision of junior medical staff and medical staff in training by a Named Clinician according to agreed standards;
- access to a nursing team which is led by registered nurses with specialised training and experience in Hyperbaric Oxygen Therapy Services and wound management;
- technical and allied health staff with appropriate professional qualifications and registrations in Hyperbaric Oxygen Therapy;
- adequate back up facilities and staffing arrangements for a multidisciplinary approach to Assessment Services;
- 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
- 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. DEFINITION OF “HBOT TREATMENT”**

7.1. “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:

- (a) 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
- (b) access to education about prevention and management focused on rehabilitation consistent with the goals and strategic directions to ACC.

## **7.2. Treatment**

### **7.2.1. Commencement and Ending**

Treatment is initiated by Assessment, ACC approval of the ARTP and the determination by Vocationally Registered Clinicians; and ends after Discharge, Referral to Post Discharge/Post Procedure Care or on a Significant Complication Transfer of Care, and when appropriate documentation has been completed.

### **7.2.2. Definition of “Treatment”**

Treatment includes, but is not limited to:

- (a) An initial visit to the facility, if required, pre-admission;
- (b) HBOT Treatment on an inpatient, day stay or outpatient basis as is appropriate for the type of treatment, and the circumstances of the Client;
- (c) Post procedure care before Discharge;

- (d) 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;
- (e) All consumables, implants, supplies, standard hotel type costs, transfer costs, laboratory (pathology) tests, pharmaceutical items, and other associated items to perform the treatment;
- (f) Availability and use of a range of equipment appropriate to the specialty, level of service and the treatment being provided;
- (g) 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.

### 7.3. Clinical Criteria for Treatment

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

ACC will only give approval for up to a maximum number of HBOT Treatment sessions as described in Appendix 1. However, ACC may consider treatments in excess of the overall maximum number for those clinical indications which have been identified as such in Appendix 1.

#### Approval for further Non-Acute HBOT Treatment Sessions

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 ARTP 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 stated in Appendix 1.

#### 7.3.1. Clinical Conditions and Treatments Excluded

- ACC will not pay for HBOT Treatment when the HBOT Treatment is for the following conditions:
  - Chronic refractory osteomyelitis,
  - Radiation induced tissue injury (osteoradionecrosis),
  - Soft-tissue injuries,
  - Musculoskeletal, injuries, or

- Traumatic brain injuries
- Sports injuries

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).

#### 7.3.2. Monitoring of Waiting Time Requirements

The ability of the Supplier to meet Maximum Waiting Time requirements is a critical factor in the service schedule monitoring framework.

#### 7.3.3. Notification of Failure to Meet Waiting Time Requirements

Where the Supplier is not able to meet, or foresees that it may be unable to meet, the Maximum Waiting Time requirement for a particular Client or group of Clients, the Supplier will immediately notify ACC. ACC may, in its sole discretion, either endeavour to agree with the Supplier an extension of the Maximum Waiting Time, or, require that the Supplier make alternative arrangements for the Treatment of the Client. If ACC chooses the latter alternative, the Supplier shall make the necessary clinical referral to another Supplier as approved by ACC.

### 7.4. Resources

The Supplier must have:

- a medical team led by a Named Clinician holding a recognised qualification;
- appropriately qualified staff to carry out Assessment Services and HBOT Treatment;
- clinical supervision of junior medical staff and medical staff in training by a Named Clinician according to agreed standards;
- 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;
- technical and allied health staff with appropriate professional qualifications and registrations in Hyperbaric Oxygen Therapy;
- adequate back up facilities and staffing arrangements for a multidisciplinary approach to Assessment Services;
- 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

- 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.

#### 7.5. Significant Complication Transfer of Care

In the event a Client suffers a Significant Complication after Admission, the Supplier will:

- arrange a Significant Complication Transfer of Care; and
- report to ACC in accordance with Part B, clause 10 and clause 13.4; and
- be entitled to charge ACC in accordance with Part B, clause 12.1.

#### 7.6. Exclusions

The following services are not to be provided or paid for under this Agreement (but may be provided and paid for under other contracts with ACC, or under Regulations, if required):

- Client and escort transport and escort accommodation costs as a result of the provision of Assessment or follow-up Treatment;
- Home-help provision;
- Attendant care;
- Childcare;
- Outpatient allied health follow-up care (post Discharge Date);
- Prosthesis for Independence or Orthotics (i.e. artificial limb)
- Diagnostic imaging services required after Discharge Date; and
- District/community nursing
- High Tech Imaging Services
- Low tech Imaging (paid under Regulations)
- Community Nursing Services

### 8. TREATMENT PRIORITY CATEGORIES

#### 8.1. Definition

The “Priority Category” for any recommended HBOT Treatment is the maximum period of time, based on that Client’s clinical need, that a Client should wait to be admitted for, or to receive, that treatment, measured from the date the Client first presents to the Supplier.



## 8.2. Selection of Priority Category

The Clinician recommending the treatment will use appropriate clinical prioritisation tools to select the appropriate “High”, (this is acute intervention) “Medium” or “Low” Priority Category from the table below and indicate the selection in the Client’s ARTP.

<b>Priority Category</b>	<b>Maximum Waiting Time</b>
Medium	Within 1 month after the date the decision was made by the Clinician that the Admission was necessary or the date of referral for treatment by the Clinician
Low	Within 2 months after the date the decision was made by the Clinician that the Admission was necessary or the date of referral for treatment by the Clinician

## 9. DISCHARGE INFORMATION

### 9.1. Purpose

The purpose of a Discharge Report is to provide ACC with information on individual Clients, to monitor the completion of Services and to provide evidence of appropriate coordinated Discharge planning.

For the avoidance of doubt, it is recorded that in the event of staged episodes of Treatment requiring more than one Admission, a Notice of Discharge is required in relation to each discrete block of Treatment.

### 9.2. To Whom

A Discharge Report in terms of clause 9.4 below, is to be sent by the Supplier by mail or fax to the Client’s Case Owner and the Client’s General Practitioner unless advised otherwise by ACC.

### 9.3. Time Limit

Where all Treatment has been completed a Discharge Report must be received by the recipients listed in clause 9.2 above, within 10 working days of the Client’s last HBOT Treatment.

### 9.4. Contents

The Discharge Report must contain the following information about the Client:

- (a) Client name, date of birth and address;
- (b) ACC claim number;
- (c) injury diagnosis;

- (d) the name and Code for the therapy for which the Client entered the Service, as well as unintended treatment that was required and /or any special unexpected difficulties or Significant Complication encountered;
- (e) name of the responsible Clinician;
- (f) details of the clinical outcome of HBOT treatment, including any objective measures of outcome date of Discharge or transfer; and
- (g) information on arrangements for support, community and outpatient treatments and follow up consultations.

## **10. SIGNIFICANT COMPLICATION TRANSFER OF CARE**

If a significant Complication Transfer of Care occurs, the Supplier will, within 2 working days, send a written report to the Case Owner and the original referrer or the Client's General Practitioner (whichever is appropriate) which identifies the Client and describes the Significant Complication and subsequent steps taken by the Supplier (including the Transfer of Care). This report will be accompanied by a Notice of Discharge if the Transfer of Care occurred prior to Discharge

## **11. PRIOR APPROVAL PROCESS**

- 11.1. The Supplier must provide an ARTP to ACC and obtain ACC's prior approval before commencing any Services for a Client under this Agreement.

The Supplier must provide a further ARTP to ACC and obtain ACC's prior approval before providing any further Services to a Client when ACC prior approval for an ARTP has previously been granted in respect of the Client.

ACC will not pay for any Services provided to a Client by the Supplier when ACC prior approval is required and has not been granted.

- 11.2. Approval Process

The Supplier must send the ARTP requesting prior approval to ACC's Treatment and Support Team via [ARTPS4ESU@acc.co.nz](mailto:ARTPS4ESU@acc.co.nz) or to Client's Recovery Team Member (if known).

The ARTP must be provided in accordance with Part B, clause 6.5.

- 11.3. Commencement of Services following approval

On receiving ACC's approval, the Supplier will, within 3 working days, contact the Client to arrange a mutually appropriate date for attendance for Treatment. This will be determined by the Priority Category in accordance with Part B, clause 8. When that date has been agreed, the Provider will confirm the booking in writing with the Client.

#### 11.4. If funding declined for Treatment

If ACC advises the Provider that Prior Approval has been declined the Client will not be eligible for HBOT Treatment, and payment will not be made to the Provider, under this Agreement.

#### 11.5. Requests for further prior approval following Treatment

Prior approval is required for additional Treatment sessions

The Provider must make a request for prior approval for a specified number of additional sessions by forwarding an ARTP to ACC's Treatment and Support Team via [ARTPS4ESU@acc.co.nz](mailto:ARTPS4ESU@acc.co.nz), or to the Client's Recovery Team Member (if known) if:

- prior Approval for HBOT has previously been granted in respect of a Client; and
- the Provider has provided the maximum number of treatment sessions approved in that prior approval

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 is given.

#### 11.6. Non-Payment outside approval process

ACC will not pay the Provider any Treatment where "treatment" is carried out prior to ACC forwarding funding approval for treatment and any advice as to "Priority Category" to the Provider in accordance with this Schedule.

#### 11.7. Funding approval lapses

Where the Supplier has been advised of ACC funding approval in accordance with this Schedule and:

- A date for Attendance for Treatment has been confirmed in writing to the Client; and
- The Treatment has not commenced; and
- Two months have elapsed since the confirmed date for attendance for Treatment

Then the ACC funding approval will lapse, and the Supplier will be required to make a new application for funding approval in accordance with this Service Schedule.

ACC will not pay the Supplier for any Services provided to Clients when the above clause applies unless a new ACC funding approval has been applied for and received by the Provider.

## 12. PAYMENT AND INVOICING

### 12.1. Billing and Payment

The Supplier is entitled to raise a separate GST invoice for each Client within five days following completion of the service or a component of the service.

## 13. REPORTING REQUIREMENTS

### 13.1. ACC Contract Monitoring

#### 13.1.1. Measures

This Agreement requires the Supplier to provide to ACC results against some contract monitoring measures.

#### 13.1.2. Purpose

The purpose of these measures is to monitor progress and quality of delivery of Services under this Agreement in terms of results against expected performance.

#### 13.1.3. Level of reporting

The reporting is to be at Client level

Results against the measures shall relate to only those Clients who have had Services under this Agreement.

#### 13.1.4. Reporting period

The reporting periods applicable to the reports on the measures listed in clause 13.2.6 below are quarterly, commencing from the Commencement Date.

#### 13.1.5. Time limit

Results are to be provided to Claims Management Health Procurement within 15 working days of the end of each quarter.

#### 13.1.6. Measures to be reported on in Quarterly Service Report

<b>Measure</b>	<b>To Report</b>
Number of times an Exception has occurred	The number of times an Exception has occurred, date when it occurred, the Exception type and the Client name
Assessments/Reassessments not carried out within Maximum Waiting Time	Number of Assessments/Reassessments not carried out within Maximum or Agreed Waiting Time referred to in the Service Schedule, against total number of Assessments/Reassessments carried out

Number of treatments not provided within Maximum Waiting Times	The number of times the Supplier is unable to meet the Maximum Waiting Times for treating a Client
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### 13.1.7. Reporting Requirements

The total reporting requirements of the parties under this Agreement are:

Report name	Explained in	Responsibility	To go to	By when
Assessment Report and Treatment Plan	Part B Clause 6.5		Treatment and Support team, Clients GP, referring Clinician	Within 7 working days after completing Assessment
Discharge Report	Part B Clause 9	Supplier	Recovery Team Member, Client's GP, referring Clinician	Within 10 working days of completing Treatment
Quarterly Service Report	Part B Clause 13.2.4	Supplier	Engagement and Performance Manager	Within 15 working days of end of each quarter.
Audit Results	Part B Clause 13.5	ACC	Supplier	Within one calendar month of completion of audit
Exception Report	Part B Clauses 13.3 and 13.4	Supplier	ACC	Verbally - within 24 hours Written – within 2 working days

## 14. DEFINITIONS AND INTERPRETATION

In this Agreement, 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;

**“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 physiologic 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 10.1 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;

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

**“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):

- a District Health Board; 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 a District Health Board as if they were public health acute services and without charge to the Client or ACC;

**“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 IRPC Act or services or treatment that would be **“Public Health Acute Services”** if provided by a District Health Board. 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);

**“Technician”** means a person qualified to operate a hyperbaric oxygen therapy chamber.

## 15. APPENDIX 1

### 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	<i>Prior approval from ACC is required before commencing treatment in problem wounds.</i>	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"> <li>• diabetic feet</li> <li>• compromised amputation sites</li> <li>• non-healing traumatic wounds</li> <li>• vascular insufficiency ulcers</li> </ul> <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 HBO<sub>2</sub> 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.



<b>Clinical condition</b>	<b>Maximum Treatment Sessions</b>	<b>Non-Acute?</b>	<b>Criteria and Comments for Funding</b>
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.