

SERVICE SCHEDULE FOR NURSING SERVICES

CONTRACT NO: _____

A. QUICK REFERENCE INFORMATION

1. TERM FOR PROVIDING NURSING SERVICE

- 1.1 The Term for the provision of Nursing Services is the period from 1 March 2025 (Start Date) until 29 February 2028 (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 two further terms of two years each. Any decision to extend the Term or any part of the Term, will be based on:
- 1.2.1. the Parties agreeing on the extension, in writing prior to the End Date; and
 - 1.2.2. ACC being satisfied with the Supplier's performance and delivery of the Services; and
 - 1.2.3. all other provisions of this Service Schedule either continuing to apply during such extended Term(s) or being renegotiated to the satisfaction of both Parties.
- 1.3. There is no obligation on the part of ACC to extend the Term of this Service Schedule, even if the Supplier has satisfactorily performed all the Services.

2. SPECIFIED AREA (PART B, CLAUSE 4)

- 2.1. Services will be delivered within the following geographic areas:

3. SERVICE ITEMS AND PRICES (PART B, CLAUSE 13)

Table 1 - Service Items and Prices

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
Note: The initial assessment, Doppler Assessments, travel and Low Cost Consumables are included in the Short, Medium and Long Term Package prices and Extended Nursing consultation fee. High Cost consumables may be invoiced where required on top of the packages and consultation fees.				
NS01	Short Term Nursing Package	As described in Part B, clause 5.8 Travel costs are included in the packaged price and cannot be invoiced separately	\$510.01	Package Price
NS02	Medium Term Nursing Package	As described in Part B, clause 5.9 Travel costs are included in the packaged price and cannot be invoiced separately	\$1,159.27	Package Price
NS03	Long Term Nursing Package	As described in Part B, clause 5.10 Travel costs are included in the packaged price and cannot be invoiced separately	\$2,248.53	Package Price
NS04	Extended Nursing	As described in Part B, clause 5.11 Travel costs are included in the service item price and cannot be invoiced separately	\$108.95	Per consultation
NS05	Ongoing Nursing	As described in Part B, clause 5.12 Travel costs can be invoiced in accordance with Travel service items below	\$97.84	Per hour
NS06	Treatment of Subsequent Injury	As described in Part B, clause 6.1 Travel costs are included in the service item price and cannot be invoiced separately	\$36.91	Per consultation
NS07	Oversight Consultation by a Designated Provider	As described in Part B, clause 6.2	\$106.08	Per consultation

Service Item Code	Service Item Description	Service Item Definition	Price (excl. GST)	Pricing Unit
		Travel costs can be invoiced in accordance with Travel service items below if the Designated Provider does not share travel arrangements with the treating nurse		
NS10	Medical Consumables per consultation	As described in Part B, clause 6.3	Actual and reasonable cost	Actual and reasonable cost
NS20	Comprehensive Nursing Assessment	As described in Part B, clause 6.4 Travel costs can be invoiced in accordance with Travel service items below	\$587.48	Per Assessment
NS20T	Comprehensive Nursing Assessment – Telehealth	As described in Part B, clause 6.5 Travel costs cannot be invoiced for Comprehensive Nursing Assessments completed via Telehealth.	\$549.82	Per Assessment
Note: 1. Travel is payable for Ongoing Nursing, Oversight Consultation with Designated Provider and Comprehensive Nursing Assessment. 2. Accommodation is only payable for Comprehensive Nursing Assessment.				
NSTD10	Travel Distance	A contribution towards travel in accordance with Part B, clause 15	\$0.78	Per Kilometre
NSTT1	Travel Time	A contribution towards travel in accordance with Part B, clause 15	\$97.84	Per hour
NSTT1D	Travel Time – Designated Providers	For a 'Designated Provider' only. Contribution towards travel in accordance with Part B, clause 15	\$106.08	Per hour
NSTA1	Air travel	Air travel is in accordance with Part B, clause 15	Actual and reasonable cost	Per trip
NST6	All other Travel	Costs for return travel by ferry, taxi, rental car, public transport and parking when: return travel is via the most direct, practicable route; and the return travel exceeds 20km.	Actual and reasonable cost	Per trip
NSAC	Accommodation	Payable in accordance with Part B, clause 15.5	Actual and reasonable cost to a maximum of \$273.85	Per night

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. RELATIONSHIP MANAGEMENT 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 and Performance Manager	Operational contact/ National Manager
Service management	Portfolio Team or equivalent	National Manager

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

NOTICES FOR ACC TO:

ACC Health Procurement)
Justice Centre
19 Aitken Street
Wellington 6011
P O Box 242
Wellington 6140
Marked: "Attention: Procurement Partner"
Phone: 0800 400 503
Email: health.procurement@acc.co.nz

(for deliveries)

(for mail)

NOTICES FOR SUPPLIER TO:

(for deliveries)

(for mail)

Marked: Attention: _____, _____

Phone: _____

Mobile: _____

Email: _____

TABLE OF CONTENTS

1.	PURPOSE	7
2.	SERVICE OBJECTIVES.....	7
3.	SERVICE COMMENCEMENT.....	7
4.	SPECIFIED AREA (PART A, CLAUSE 2)	10
5.	SERVICE REQUIREMENTS	11
6.	ASSOCIATED NURSING SERVICES	15
7.	SERVICE SPECIFIC QUALITY REQUIREMENTS	21
8.	SERVICE EXIT	23
9.	EXCLUSIONS.....	23
10.	LINKAGES.....	24
11.	PERFORMANCE REQUIREMENTS	25
12.	REPORTING REQUIREMENTS.....	25
13.	OPERATIONAL CONTACT	25
14.	PAYMENT AND INVOICING	26
15.	PROVIDER TRAVEL	26
16.	SERVICE QUALITY STANDARDS.....	28
17.	HEALTH AND SAFETY	30
18.	INFORMATION SECURITY	31
19.	BROADER OUTCOMES	32
20.	DEFINITIONS AND INTERPRETATIONS	32

B. SERVICE SPECIFICATIONS FOR NURSING SERVICES

1. PURPOSE

- 1.1. ACC wishes to purchase Nursing Services from the Supplier.
- 1.2. The purpose of the Service is to:
 - 1.2.1 provide Clients with timely access to quality, evidence-based Nursing Services for injury related needs; and
 - 1.2.2 provide treatment for the injury related needs of Clients whose needs are unable to be managed by their General Practice Team.

2. SERVICE OBJECTIVES

- 2.1. ACC will measure the success of this Service based on the following objectives:
 - 2.1.1. Client centred: The Service Provider will assess the Client's needs, and develop a treatment and prevention plan in partnership with the Client. The Client will receive a high quality, effective service and be discharged from the service when the injury has resolved sufficiently enough as to be managed by the General Practice Team or, where the Client is unable to attend the General Practice Team, is unlikely to need further treatment.
 - 2.1.2. Flexible: The Services are provided to Clients in the most appropriate environment.
 - 2.1.3. Cost effective:
 - 2.1.3.1. Services are only delivered for the treatment of a covered injury and where the Nursing Service is the most clinically appropriate Service to meet the Client's needs.
 - 2.1.3.2. The Supplier will provide Services that meet the Client's needs in the most cost effective manner possible (e.g. where clinically appropriate using longer lasting high cost consumables thereby reducing the number of visits required).

3. SERVICE COMMENCEMENT

Eligibility

- 3.1. Clients must have an accepted ACC claim and the Services must be directly related to the covered injury.
- 3.2. The Supplier must ensure all Nursing Services provided are for the purpose of directly treating the Client's covered personal injury. The Supplier may provide Services where:
 - 3.2.1. A Client's injury cannot be reasonably managed by their General Practice Team.

- 3.2.2. The Client is physically unable or unsafe to attend their General Practice Team.
- 3.2.3. The referral states that the General Practice Team or other referrer has determined the level of injury complexity is best managed by this Service.
- 3.2.4. The Client requires service provision outside of the General Practice Team's practice hours, and/or
- 3.2.5. The Client is not enrolled with a General Practice Team.

Eligibility exclusions

- 3.3. Services may not be provided while a Client's covered injury is being managed acutely under Public Health Acute Services (PHAS) provisions of the Accident Compensation Act 2001 by any Health New Zealand - Te Whatu Ora district or other treatment provider commissioned to provide PHAS care.
- 3.4. The Supplier cannot provide Services under the Nursing Services contract and then undertake additional nursing care through Cost of Treatment Regulations or, vice versa for the same injury except in cases:
 - 3.4.1. Where the Client requires nurse led care for a separate injury on the same claim that they receive Nursing Services for, the Supplier in this circumstance can invoice for treatment of the separate injury under Cost of Treatment Regulations (e.g. outpatient fracture clinic under Cost of Treatment Regulations on the same claim as Nursing Service for wound management).
 - 3.4.2. Where a Nursing Services Provider identifies a new injury caused by a new accident while treating a Client either for a health-related issue or under this contract for a previous injury, where:
 - 3.4.2.1. The provider is a Registered Nurse or Nurse Practitioner, and
 - 3.4.2.2. the injury falls within their scope for ACC claims lodgement, and
 - 3.4.2.3. the injury requires nurse level treatment (not just first aid that a Client would usually not seek treatment for)

they can lodge the claim and treat the injury on this occasion under Cost of Treatment Regulations and still invoice under the Nursing Services contract for future treatment.
- 3.5. In the cases described in clause 3.4.2 the Supplier must ensure the Client's General Practice Team is aware of the new injury if the Client is enrolled with a general practice.

Referral

- 3.6. Clients can only access these Services if they have been referred by one of the following:
 - 3.6.1. A medical practitioner, Nurse Practitioner, or a Registered Nurse under the supervision of a medical practitioner or Nurse Practitioner.
 - 3.6.2. Community-Based Health Service Provider.
 - 3.6.3. ACC Claims Management staff.
 - 3.6.4. Self-referral where a Client lives in a rural nursing services area either permanently or temporarily (e.g. tourist or visitor), as defined in clause 6.9.
 - 3.6.5. Self-referral where there are barriers to accessing a General Practice Team (e.g. the client is unable to enrol with a general practice).
- 3.7. Clients must be given a choice of Supplier for provision of Nursing Services post discharge from a Health New Zealand - Te Whatu Ora (Health NZ) hospital. The options given to the Client may include Health NZ along with the other approved Suppliers in the region. In this case, Health NZ needs to be able to provide evidence that Clients were given a choice of Supplier. If the Supplier is Health NZ, ACC may request confirmation of Client choice.
- 3.8. When the Supplier receives the referral, they will ensure that the details listed below are recorded before commencing this Service:
 - 3.8.1. Client's name, gender, date of birth and contact details;
 - 3.8.2. ACC claim number;
 - 3.8.3. NHI number;
 - 3.8.4. Purpose of the referral;
 - 3.8.5. Injury condition and diagnosis code(s);
 - 3.8.6. Injury details;
 - 3.8.7. Clinical record relating to the injury outlining treatment provided to date; and
 - 3.8.8. Relevant non-injury details which may impact on the management of the covered injury.
 - 3.8.9. If the referral contains inadequate information, the Supplier will request further details from the referrer or from ACC prior to accepting the referral and commencing the Services.
- 3.9. The Supplier will accept all referrals except where:
 - 3.9.1. The Supplier assesses that the Client does not meet the eligibility criteria; or
 - 3.9.2. There is a conflict of interest in accepting the referral; or

3.9.3. The Supplier does not have sufficient capacity at that time.

3.10. The Supplier will adhere to the following timeframes:

Table 3 - Service Timeframes

Requirement	Standard Timeframe	Urgent Timeframes
Accept or decline a referral	Within one Business day of receiving the referral	By close of Business on the date of receipt of a referral
Complete the Initial Assessment & Commence Treatment	Within two Business days of receiving the referral	Within one Business day of receiving the referral
Submit the ACC179, Initial Assessment and relevant documents where an Extended Nursing package is required to meet the Client's needs	Within three Business days of identifying the need	N/A
Submit the ACC179 and other relevant documents for Subsequent Injury or transfer from another Supplier	Within five Business days of identifying the change in circumstances	N/A

4. SPECIFIED AREA (PART A, CLAUSE 2)

- 4.1. The Service will be provided by the Supplier for Clients in the geographical areas as specified in Part A, clause 2.
- 4.2. The Service can be provided to a Client in their home, at a clinic, or in another appropriate community location (e.g. school or Client workplace).
- 4.3. The Supplier will provide the service in the Client's preferred service location (clinic or Client's home) – provided the preferred service location is clinically safe for the Client and there are no significant Health and Safety concerns for the treating nurse.
- 4.4. Where the reason for referral is the complexity of the injury and not the Client's ability to attend the General Practice Team and there are no other access issues (e.g. availability of transport), the Supplier can choose to deliver services in an outpatient clinic or appropriate community location within reasonable travel distance and time for the Client.
- 4.5. The Supplier may use telephone or other technology-based monitoring of Clients' recovery as long as these are appropriate. However, only in-person consultations count towards the numbers of visits in a package and can be invoiced for under Extended Nursing or Ongoing Nursing. Telehealth may be used for delivery of Comprehensive Nursing Assessments as described in clause 6.5.
- 4.6. The service delivery methods must be aligned with the Initial Assessment and Treatment Plan as agreed with the Client.

5. SERVICE REQUIREMENTS

- 5.1. This Service Schedule (Part B) is to be read in conjunction with the Nursing Services operational guidelines available on ACC's website (as updated from time to time).

Type of Services

- 5.2. This Service Schedule includes the following Services:

- 5.2.1. Short Term Nursing Package of Care;
- 5.2.2. Medium Term Nursing Package of Care;
- 5.2.3. Long Term Nursing Package of Care;
- 5.2.4. Extended Nursing;
- 5.2.5. Ongoing Nursing;
- 5.2.6. Treatment of Subsequent Injury;
- 5.2.7. Oversight Consultation by a Designated Provider;
- 5.2.8. Consumables;
- 5.2.9. Comprehensive Nursing Assessment.

Assessment

- 5.3. The Supplier will identify the most appropriate service level based on the Initial Assessment and Treatment Plan. Unless prior ACC approval has been obtained, only one package of care can be invoiced per claim number.
- 5.4. The treatment timeframes and number of in-person consultations determine the appropriate package of care and use of Extended Nursing consultations. The Supplier must:
- 5.4.1. Ensure the package of care begins on the date of the initial assessment, which must be an in-person consultation.
 - 5.4.2. Assess and determine the timeframe needed for treatment.
 - 5.4.3. Assess and determine the number of expected in-person consultations.
 - 5.4.4. Ensure the number of in-person visits meet the minimum consultations within the identified package of care. In the event that the minimum consultations are not required, the Supplier will invoice under a shorter package of care.
 - 5.4.5. Ensure they advise ACC immediately where the Client requires Extended Nursing.

Documentation and Clinical Records

- 5.5. The Supplier will maintain detailed clinical records. Clinical records will comply with the standards detailed on the ACC website, the standards set by the Nursing Council of New Zealand and any applicable legislation.
- 5.6. The Supplier must ensure:
 - 5.6.1. Initial Assessments and treatment plans are completed by a Registered Nurse or Nurse Practitioner.
 - 5.6.2. The Initial Assessment and Treatment Plan includes all the required information as set out in the template provided by ACC and as described in clause 5.7.
 - 5.6.3. The Initial Assessment and Treatment Plan must contain a level of information that provides evidence based rationale for treatment (e.g. in accordance with TIME wound assessment tool or NZ Wound Care Society venous ulcer assessment and management guidelines); and
 - 5.6.4. Make these available to ACC on request.
- 5.7. The Supplier's Initial Assessment and Treatment Plan must include:
 - 5.7.1. the reason for referral for Services;
 - 5.7.2. identification of service level (including likely number and frequency of consultations);
 - 5.7.3. in case of wound management, a comprehensive wound assessment for all wounds;
 - 5.7.4. the accident and diagnosis details;
 - 5.7.5. treatments to date;
 - 5.7.6. health status;
 - 5.7.7. co-morbidities;
 - 5.7.8. medications and past history that may be relevant to the covered injury;
 - 5.7.9. any acknowledged underlying health factors that may impact on the recovery of the Client from the covered injury; and
 - 5.7.10. a risk assessment and prevention plan for falls, pressure injuries, healthcare acquired infections, medication adverse events and any other risk that may arise from provision of the Service.

Services

- 5.8. Short Term Nursing Package
 - 5.8.1. Is for eligible Clients who require in-person consultations for 13 or fewer calendar days.
 - 5.8.2. Does not require prior ACC approval.

- 5.8.3. Requires the Supplier to complete clinical records as detailed in clause 5.5 and make them available at ACC's request.
- 5.8.4. Allows a maximum of 25 in-person consultations.
- 5.9. Medium Term Nursing Package
 - 5.9.1. Is for eligible Clients who:
 - 5.9.1.1. Require in-person consultations for a period of 14 calendar days to 42 calendar days; and
 - 5.9.1.2. Require a minimum of six in-person consultations. The Supplier cannot invoice for this package of care if fewer than six in-person consultations were completed. In this case the Supplier will invoice under the Short Term Nursing Package.
 - 5.9.2. Allows a maximum of 25 in-person consultations.
 - 5.9.3. Does not require prior ACC approval.
 - 5.9.4. Requires the Supplier to complete clinical records as detailed in clause 5.5 and make them available at ACC's request.
- 5.10. Long Term Nursing Package
 - 5.10.1. Is for eligible Clients who:
 - 5.10.1.1. Require in-person consultations for a period of 43 calendar days to 105 calendar days; and
 - 5.10.1.2. Require a minimum of 12 in-person consultations. The Supplier cannot invoice for this package of care if fewer than 12 in-person consultations were completed. In this case the Supplier will invoice under the appropriate shorter package.
 - 5.10.2. Allows a maximum of 25 in-person consultations.
 - 5.10.3. Does not require prior ACC approval.
 - 5.10.4. Requires the Supplier to complete clinical records as detailed in clause 5.5 and make them available at ACC's request.
- 5.11. Extended Nursing
 - 5.11.1. Is for eligible Clients who require further Nursing Services once 25 in-person consultations have been completed or the Client has received Nursing Services for more than 105 days, or as otherwise approved by ACC for Clients whose treatment needs do not fit the packages of care.
 - 5.11.2. The Supplier must seek ACC's prior approval before undertaking Extended Nursing services. The Supplier must submit the following:
 - 5.11.2.1. the clinical records (Initial Assessment and Treatment Plan, and notes) with an ACC179 Nursing Services Notification Form.

- 5.11.2.2. The Supplier must indicate the number of treatments and the period needed to meet the Client's needs.
- 5.11.3. While reviewing the request for Extended Nursing services, ACC may require a Comprehensive Nursing Assessment to support its decision making.
- 5.11.4. On completion of 25 in-person consultations, the Supplier may invoice for the appropriate package of care, over and above the 25 consultations provided. From the 26th in-person consultation or the 106th day of service delivery (which is deemed to be the first day of Extended Nursing treatment), the Supplier may invoice ACC under Extended Nursing (NS04).
- 5.11.5. The Supplier must only deliver up to the ACC approved number of consultations. Not all of the pre-approved consultations may be required in each case. The Supplier must only invoice for the number of consultations delivered.
- 5.11.6. If the Client needs further Nursing Services after the first approved number of treatments, the Supplier must submit a further request for Extended Nursing for approval. The Supplier will submit all additional clinical records with an ACC179 Nursing Services Notification Form. The Supplier must indicate both the number of treatments required and the period for which the Client requires the Services to meet their injury related need.
- 5.11.7. Where ACC has approved Extended Nursing for a Client who has not been treated under a package of care, the Supplier cannot invoice for a package of care but will invoice on a 'per consultation' basis (NS04) only.
- 5.11.8. Where ACC declines the request for an Extended Nursing Package, the Supplier will invoice for a Short, Medium or Long Term Nursing Package in accordance with clauses 5.8, 5.9 and 5.10.
- 5.12. Ongoing Nursing
 - 5.12.1. This Service is for Clients who have ongoing, potentially permanent, nursing needs. Clients accessing this service have usually suffered a serious injury, but other Clients with ongoing nursing needs are also eligible for Ongoing Nursing.
 - 5.12.2. Requires an ACC referral however the Supplier can make a recommendation to ACC if they have identified a Client with a permanent nursing need.
 - 5.12.3. The Supplier will notify ACC that the referral has been accepted, or that more information is required, within one working day of receipt of the referral.

- 5.12.4. Upon initial referral, the Supplier will complete an Initial Assessment and Treatment Plan. Thereafter, a reviewed assessment and treatment plan will be completed in line with the Client's needs, or at ACC's request, at least annually.
- 5.12.5. Consumables for this Service must be provided by ACC's consumable supplier and delivered to the Client's home.
- 5.12.6. Clinical records are to be completed and available to ACC on request.
- 5.12.7. The Supplier will be entitled to invoice for travel time and distance as described in clause 15 of this Service Schedule for Ongoing Nursing Services. The Supplier cannot charge for travel included in the packages of care or Extended Nursing Services.
- 5.12.8. Where a Client is receiving Ongoing Nursing and has a Consequential Injury (e.g. pressure injuries), the need for Nursing Services for the Consequential Injury will be assessed by the Supplier and treatment needs identified (refer to operational guidelines).
- 5.12.9. The Supplier is entitled to charge for Ongoing Nursing and an additional Service on the same day in accordance with clauses 5.8 to 5.11 inclusive.

6. ASSOCIATED NURSING SERVICES

6.1. Treatment of Subsequent Injury

- 6.1.1. If a Client who is currently receiving Nursing Services sustains a new injury requiring Nursing Services:
 - 6.1.1.1. The Supplier will complete the ACC179 with an updated treatment plan incorporating the Subsequent Injury and submit to ACC.
 - 6.1.1.2. The Nursing Services provider will lodge a new ACC45 claim for the Subsequent Injury as described in clause 3.4.2.
 - 6.1.1.3. The Supplier can invoice for a Subsequent Injury on the same visit as a visit to treat the original covered injury. The Supplier will invoice ACC for the Subsequent Injury (NS06) detailing the second ACC claim number.
 - 6.1.1.4. An original covered injury may resolve while the Subsequent Injury still requires ongoing treatment. When the Subsequent Injury becomes the only injury being treated, the Client's needs will be reassessed and the appropriate package identified at that time.
 - 6.1.1.5. Where the Client receives Subsequent Injury treatment for multiple claims at the same time, the injury that they have received Subsequent injury treatment for longest transfers into a package of care.

- 6.1.2. If the Client needs more than 50 Subsequent Injury (NS06) treatments under the same claim, the Supplier must submit a request to ACC for approval of further treatments. The Supplier will submit all clinical records with an ACC179 Nursing Services Notification Form.
- 6.1.3. The Supplier must indicate both the number of NS06 treatments required and the period for which the Client requires the Services to meet their injury related need. ACC may require a Comprehensive Nursing Assessment to support its decision making.
- 6.2. Oversight Consultation by a Designated Provider
 - 6.2.1. An Oversight Consultation by a Designated Provider is carried out by the treating Supplier's Designated Provider in the Client's home, in the presence of the treating nurse and the Client, with the intention that the Designated Provider will provide the treating nurse with additional support in the management of injuries which are lacking progress in recovery.
 - 6.2.2. The first Oversight Consultation does not require ACC prior approval. The second and subsequent Oversight Consultations will require prior approval from ACC. The Supplier may request prior approval from ACC via email or phone.
 - 6.2.3. The Designated Provider will usually be an employee or consultant of the treating Supplier. In exceptional circumstances, Oversight Consultations can be completed by another Supplier's Designated Provider on the treating Supplier's behalf. In this case the treating Supplier will invoice for the Oversight Consultation and reimbursement to the other Supplier will be arranged between the two Suppliers. The treating Supplier will be responsible for providing the report outlined in 6.2.4 to ACC.
 - 6.2.4. The Supplier will, within three Business days of the Oversight Consultation being completed, send the Designated Provider's clinical records to ACC. These notes will cover the following:
 - 6.2.4.1. Reason why the Oversight Consultation was required;
 - 6.2.4.2. Current status of the Client's injury and recovery;
 - 6.2.4.3. Changes to the treatment plan following the Oversight Consultation and rationale for the changes or rationale why the treatment plan was not changed.
 - 6.2.5. At no extra cost to ACC, if required, the Supplier will answer specific questions around the treatment, progress and recovery timeframe.
 - 6.2.6. The Supplier can invoice for this consultation over and above the package of care or other service the Client is being treated under.

- 6.2.7. The Supplier will be entitled to invoice for travel time and distance as provided in Part A, Table 1 – Service Items and Prices for the Designated Provider (except where the Designated Provider shares travel arrangements with the treating nurse).

6.3. Medical Consumables

- 6.3.1. Consumables are medical items (that are not pharmaceuticals) which are required for the treatment of an injury.
- 6.3.2. Low Cost Consumables are built into prices for packages of care, Extended Nursing and Subsequent Injury treatment. ACC will not be charged any additional fee for the provision of Low Cost Consumables in combination with these services.
- 6.3.3. ACC will deliver High Cost Consumables directly to the Client or will reimburse the Supplier for High Cost Consumables.
- 6.3.4. Consumables will be considered High Cost Consumables when and if:
 - 6.3.4.1. The Supplier uses the type and quantity of Consumables which are necessary and appropriate for the covered injury and are reflective of clinical best practice.
 - 6.3.4.2. The Supplier's Designated Provider has reviewed the treatment plan and has either provided rationale, or has supported the treating nurse's rationale, for the Consumables selection.
 - 6.3.4.3. The total cost of Consumables is more than \$25.00 (excluding GST) per consultation, with each Unit having a minimum cost of \$10.00 (excluding GST).
 - 6.3.4.4. The invoice details the date of consultation, product/s, Units and actual cost.
- 6.3.5. Where the Supplier elects to have the High Cost Consumables delivered directly to the Client via ACC's Consumables Supplier, an order will be placed using the Consumables Supplier's online ordering system or an ACC178 Consumables Order Form (refer to ACC website) will be submitted to ACC.
- 6.3.6. High Cost Consumables cannot be bulk ordered for a period longer than 1 month, but can be ordered on a recurring order which will be delivered monthly.
- 6.3.7. Consumables for Ongoing Nursing (NS05) must be provided by ACC's Consumables Supplier and delivered to the Client's home.

6.4. Comprehensive Nursing Assessment

- 6.4.1. A Comprehensive Nursing Assessment is an independent and objective clinical assessment identifying the Client's specific treatment, rehabilitation and injury prevention needs and identifying options to address the injuries.
- 6.4.2. An annual Comprehensive Nursing Assessment will be required for Clients who have received continuous Nursing Services for 12 months or longer.
- 6.4.3. ACC will send a referral to a Secondary Supplier when a Comprehensive Nursing Assessment is required. A Comprehensive Nursing Assessment may be used to:
 - 6.4.3.1. inform ACC's decisions on requests for Extended Nursing; or
 - 6.4.3.2. determine the most appropriate clinical pathway to manage the injury that is not responding to the current treatment plan within expected timeframes; or
 - 6.4.3.3. support the development of the treatment plan where a Client has multiple, complex injuries; or
 - 6.4.3.4. provide recommendations for specialist reviews.
- 6.4.4. Comprehensive Nursing Assessments are to be completed by a Designated Provider of the Secondary Supplier.
- 6.4.5. The Supplier will not be able to complete a Comprehensive Nursing Assessment with a Client they are currently treating. ACC will support the original treating nurse attending the consultation when the Secondary Supplier's Designated Provider undertakes a Comprehensive Nursing Assessment.
- 6.4.6. The Supplier will return any referral for a Comprehensive Nursing Assessment to ACC if it contains inadequate information, before accepting the referral.
- 6.4.7. The following information must be included in a Comprehensive Nursing Assessment Report:
 - 6.4.7.1. Details of the Client's accident and diagnosis.
 - 6.4.7.2. The progress made to date including the types and durations of assessments and treatments carried out to date.
 - 6.4.7.3. Current health status.
 - 6.4.7.4. Co-morbidities and past history that may be relevant to the treatment of the covered injury (e.g. history of slow healing wounds).
 - 6.4.7.5. Medications.

- 6.4.7.6. Natural supports and strengths.
- 6.4.7.7. Details of the ongoing causation of the presenting condition and relevance to the covered injury.
- 6.4.7.8. Recommendations for ongoing management/treatment and any further investigations required.
- 6.4.7.9. Comprehensive wound assessment for all wounds.
- 6.4.8. The Service ends when the Comprehensive Nursing Assessment Report has been submitted to ACC and ACC has not requested any further information.
- 6.4.9. The Supplier will be entitled to invoice for travel time and distance as provided in Table 1, Service Items and Prices, (except if the service is delivered via Telehealth).
- 6.5. Comprehensive Nursing Assessments can be provided via Telehealth, where clinically appropriate. Services delivered by Telehealth must:
 - 6.5.1. meet the requirements of the ACC Telehealth Guide;
 - 6.5.2. have Client or authorised representative consent (recorded in the clinical notes), and with the option of an in-person meeting if the Client prefers;
 - 6.5.3. be preceded by an initial risk assessment to ensure Client safety;
 - 6.5.4. meet the same required standards of care provided through an in-person consultation;
 - 6.5.5. have clinical records that meet ACC and professional body requirements;
 - 6.5.6. meet the requirements outlined in the standards/guidelines of the Nursing Council of New Zealand; If there is a difference between what the regulatory body states and what is stated in this Contract, then the Contract conditions take precedence; and
 - 6.5.7. be provided to a Client residing in New Zealand by a Provider residing in New Zealand at the time of the service provision.
- 6.6. The Supplier will adhere to the following timeframes:

Table 4 - Comprehensive Nursing Assessment Service Timeframes

Requirement	Standard Timeframe	Urgent Timeframes
Accept or decline a referral	Within one Business day of receiving the referral	By close of Business on the date of receipt of a referral

Requirement	Standard Timeframe	Urgent Timeframes
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 receiving the referral	By close of Business on the date of receipt of a referral
Complete the Comprehensive Nursing Assessment	Within seven Business days of receiving the referral	Within three working days of receiving the referral
Submit the Comprehensive Nursing Assessment report to ACC	Within ten Business days of receiving the referral	Within five working days of receiving the referral
Submit a revised Comprehensive Nursing Assessment, if the first report does not meet the required standard	Within five Business days of notification by ACC that the Comprehensive Nursing Assessment report does not meet the required standard	Within 48 hours of notification by ACC that the Comprehensive Nursing Assessment report does not meet the required standard

6.7. Consequential Injury

- 6.7.1. Where a Client develops a Consequential Injury requiring nursing treatment, the Supplier must undertake the following:
- 6.7.1.1. Identify the need for Nursing Services in an Initial Assessment and Treatment Plan;
 - 6.7.1.2. Complete an ACC179 identifying the package of care required and submit to ACC for approval if required (e.g. if the client has already had a package or multiple packages of care under the same claim number);
 - 6.7.1.3. Complete a new ACC45 claim for the Consequential Injury.
- 6.7.2. In the event of a Consequential Injury is not healing in an expected timeframe, the Supplier will request approval for an Oversight Consultation by their Designated Provider (or conduct an Oversight Consultation without prior approval if it is the first Oversight consultation on the claim).
- 6.7.3. ACC may request a Comprehensive Nursing Assessment be undertaken.
- 6.7.4. If the Consequential Injury is a pressure injury, it must be assessed and classified using a validating tool in line with best practice¹.

¹ Please refer to the [Guiding Principles for Pressure Injury Prevention and Management in New Zealand](http://www.acc.co.nz) available on www.acc.co.nz

- 6.7.5. Where a Client is receiving Ongoing Nursing Services, Consequential Injury, can be delivered concurrently.
- 6.8. Negative Pressure Wound Therapy (NPWT)
 - 6.8.1. If NPWT is recommended for the Client by a specialist, GP, Nursing Services Designated Provider or Nurse Practitioner, the Supplier will:
 - 6.8.1.1. Complete a treatment plan; and
 - 6.8.1.2. Submit an ACC178 Consumables Order form to ACC, including the rationale for this treatment and the treatment plan.
 - 6.8.2. The Supplier will comply with ACC's operational guidelines for Negative Pressure Wound Therapy available on ACC's website (as updated from time to time).
- 6.9. Rural Nursing Services
 - 6.9.1. Rural Nursing Services are defined by the location of the treating nurse, that is, where the Rural Nurse's base is at least 50 km or 30 minute drive from the nearest medical centre which has a doctor in regular attendance (e.g. Public Hospital Accident & Emergency department or GP clinic).
- 6.10. Health New Zealand - Te Whatu Ora Services
 - 6.10.1. Health New Zealand - Te Whatu Ora may not invoice for Services under this Service Schedule in the following situations:
 - 6.10.1.1. The nurse treatment/procedure is timed to support a medical specialist appointment; or
 - 6.10.1.2. Where the follow up occurs in a Nurse clinic and is referred from the Emergency Department or an outpatient clinic for routine procedures that could be managed by the General Practice Team (i.e. simple wounds, suture removal, cast changes). In this case, Health New Zealand - Te Whatu Ora may invoice under Cost of Treatment Regulations for the nurse treatment.

7. SERVICE SPECIFIC QUALITY REQUIREMENTS

- 7.1. ACC is committed to purchasing Nursing Services from Suppliers who can demonstrate that they engage in continuous monitoring, evaluation and learning for system and service quality and safety improvement and deliver quality services.
- 7.2. The Supplier must ensure:
 - 7.2.1. All Initial Assessments and Treatment Plans are undertaken by a Registered Nurse or Nurse Practitioner.

- 7.2.2. Services are delivered by a Nurse Practitioner, Registered Nurse or Enrolled Nurse (working within their scope of practice), as designated on their Annual Practising Certificate, with the degree of professional skill, care and diligence expected of an appropriately qualified person experienced in providing the same or similar services.
- 7.2.3. All Nursing Service Providers will have a current Annual Practising Certificate issued by the Nursing Council of New Zealand (or any subsequent registration authority created under the Health Practitioners Competence Assurance Act 2003).
- 7.2.4. The Annual Practising Certificate will have no restrictions or conditions that would negatively impact on their ability to provide the prescribed care, enabling the Service Provider to meet all the quality requirements of this Service Schedule.
- 7.3. The Supplier (with the Nursing Service Provider) will ensure all Clients receiving the Services are managed in a way which maximises healing and recovery. This will include:
 - 7.3.1. Accurate assessment of injuries and co-existing factors which may impact on recovery.
 - 7.3.2. Appropriate and effective treatment and evaluation.
 - 7.3.3. Appropriate education about caring for the injury.
 - 7.3.4. Appropriate injury prevention advice to minimise re-injury or complications.
 - 7.3.5. Clinical records which comply with the standards set out on ACC's website and the standards set by the Nursing Council of New Zealand.
- 7.4. The Supplier will hold auditable records of the professional development activities undertaken by their Service Providers.

Designated Provider

- 7.5. The Supplier must have at least one Designated Provider to ensure treating nurses have access to Designated Provider Support during all hours of operation of the service.
- 7.6. Designated Provider(s) services must be provided by a Registered Nurse or Nurse Practitioner whom the Supplier recognises as:
 - 7.6.1. having the skill and ability to complete Comprehensive Nursing Assessments, Oversight Consultations and make decisions about high-cost Consumables in accordance with this Service Schedule, without requiring prior approval from ACC.
 - 7.6.2. The Designated Provider also has a role in ensuring clinical quality, providing oversight and supporting the nurses delivering nursing services.

7.7. The Supplier will ensure that, in addition to the above, Designated Providers meet the following criteria:

- 7.7.1. Has a current Annual Practising Certificate with no known conditions/restrictions on their practice and is not undergoing any formal or informal competency review/investigation;
- 7.7.2. Has demonstrated post graduate experience of not less than three years full time work in the assessment and treatment of injury related conditions;
- 7.7.3. Has demonstrated post graduate experience working with people in their own homes for no less than three years full time work;
- 7.7.4. Provides clinical assessment and treatment services to Clients as a regular component of their role;
- 7.7.5. Is readily accessible to the nursing staff who are treating Clients under this contract. In this regard, accessibility may be in the form of clinical governance, assessment, treatment or supervision;
- 7.7.6. Has or is undertaking post graduate education at NZQF Level 8 (minimum post graduate certificate) in relevant nursing specialties including but not limited to Advanced Pathophysiology, Advanced Pharmacology, Professional Nursing Practice, Nursing People with Long Term Conditions, Wound Management, Pain Management, Evidence-Based Practice, Primary Health Care Nursing, Advanced Rural Nursing and Health Promotion;
- 7.7.7. Participates in annual professional development directly related to their sphere of practice (e.g. wound care / aged care / nutrition / infection control); and
- 7.7.8. Maintains membership with a relevant professional organisation.

8. SERVICE EXIT

8.1. This Service is complete for a Client when:

- 8.1.1. The Client no longer meets the eligibility criteria for the Service (see clauses 3.1 to 3.5); or
- 8.1.2. The Client has recovered from the injury; or
- 8.1.3. The Client no longer wishes to receive the Service.

9. EXCLUSIONS

9.1. Clients will not be eligible for the Service if:

- 9.1.1. Their needs can be reasonably met by the Client's General Practice Team and they have the mobility and supports to access that service;

- 9.1.2. The treatment is not related, or no longer related, to the original covered injury;
- 9.1.3. They are admitted to hospital as an inpatient, for the duration of their admission.

Overlapping Services

- 9.2. When the Supplier receives a referral, the Supplier will check whether the Client is or may be receiving other ACC funded services that overlap with the Services.

If:

- 9.2.1. The Client is receiving other ACC funded services that overlap with the Services;
 - Or
 - 9.2.2. The Supplier is not able to confirm whether the Client is receiving other ACC funded services that overlap with the Services,
- Then the Supplier must:
- 9.2.3. Seek ACC's prior approval for the Services by submitting an ACC179; and
 - 9.2.4. Seek the Client's informed consent for any Services that may affect the Client's eligibility for other ACC funded services that overlap with the Services.

- 9.3. The Supplier must ensure it does not undertake any "Double Billing". If the Supplier does undertake Double Billing, the Supplier:

- 9.3.1. Is liable to repay ACC for any relevant amount overpaid by ACC; and
- 9.3.2. Must take all reasonable steps to prevent any future Double Billing.

- 9.4. The Supplier must not deliberately seek to transfer a Client receiving the Services or other ACC funded services from another supplier to the Supplier. This does not apply where a Client has independently sought to transfer to, or seek a second opinion from, the Supplier.

10. LINKAGES

- 10.1. In order to ensure that a co-ordinated Service is delivered to the Client, the Supplier must actively engage and maintain linkages with all concurrent treatment, rehabilitation and prevention services provided to the Client.
- 10.2. The Supplier will maintain effective relationships and linkages with the Client's General Practice Team and ACC funded community based services, for example, Home and Community Support Services and other agencies where a Client is already receiving services (such as Ministry of Health Disability Services or Health New Zealand) and the covered injury creates a need for additional support.

- 10.3. Where a Client is transferring to an alternative location or Supplier, the original Supplier will provide a copy of the Client's clinical notes to the Client with verbal instructions for these clinical notes to be presented to the Secondary Supplier.
- 10.4. The Supplier will ensure that linkages are maintained with other services to ensure a smooth transition between suppliers, related services and concurrent services are appropriately co-ordinated to achieve required outcomes and reduce disruption to the Client and their whānau/family. The Supplier will ensure responsibilities are clearly documented and agreed when multiple agencies are involved in a Client's care.

11. PERFORMANCE REQUIREMENTS

- 11.1. Between 1 March 2025 and 28 February 2026, ACC will develop a range of Performance Measures in consultation with contracted Suppliers.
- 11.2. The agreed Performance Measures will be implemented by way of variation, following consultation with contracted Suppliers.

12. REPORTING REQUIREMENTS

- 12.1. The Supplier will ensure that any reports required by ACC will be submitted electronically and using agreed formats, templates or online tools, where these are available.
- 12.2. The Supplier will demonstrate, via documented evidence, that they are collecting data on the quality of the Services they are delivering and are using this information to inform a continuous quality improvement process. This will be made available to ACC on request.
- 12.3. The Supplier will, on request, supply to ACC additional information or reports on the Services provided. Any such request will be reasonable and the Supplier will provide the information to ACC within 20 Business days of the request being received.

13. OPERATIONAL CONTACT

- 13.1. During the Term of this Service Schedule, 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:
 - 13.1.1. Have primary responsibility for relationships with ACC and the operation of this Service on a day to day basis;
 - 13.1.2. Be pro-active in informing ACC of issues with provision of Services as outlined;
 - 13.1.3. Ensure that the Service is operated in accordance with this Service Schedule;
 - 13.1.4. Represent the Supplier in discussions on performance; and

- 13.1.5. Ensure that ACC is advised promptly when the main contact person's contact details change.

14. PAYMENT AND INVOICING

- 14.1. Service prices are defined for this Service in Table 1 - Service Items and Prices.
- 14.2. ACC agrees to pay the prices set out in Table 1 - Service Items and Prices in accordance with clause 10 of the Standard Terms and Conditions.

Repayment to ACC

- 14.3. If ACC overpays any amount to the Supplier under or in relation to this Contract, the Supplier must:
 - 14.3.1. Credit the overpayment on its next invoice to ACC; or
 - 14.3.2. refund the overpayment within 10 Business days of becoming aware of, or being notified by ACC about the overpayment.

Deduction of set-off

- 14.4. ACC may deduct from or set-off any amount the Supplier owes to ACC under this Contract against any amount or other payment that is or may become owing by ACC to the Supplier under this Contract or any other agreement.

15. PROVIDER TRAVEL

- 15.1. ACC agree to contribute towards a Service Provider's Travel expenses if:
 - 15.1.1. Services are provided for Ongoing Nursing treatment, Oversight Consultation with Designated Provider or Comprehensive Nursing Assessment. For the avoidance of doubt, ACC will not pay for travel expenses for any other Services.
 - 15.1.2. Travel expenses are in accordance with *ACC's Travel Policy for Providers* (available on ACC's website).
 - 15.1.3. The travel expenses payable for each of Time Travel and Travel Distance are as specified in Part A: Table 1 of this Service Schedule.
- 15.2. The Supplier must ensure:
 - 15.2.1. All Services Providers comply with ACC's Travel Policy.
 - 15.2.2. Travel expenses are not invoiced separately for Short Term Nursing Packages, Medium Term Nursing Packages, Long Term Nursing Packages, Extended Nursing and Treatment of Subsequent Injury.
 - 15.2.3. Travel expenses for an Oversight Consultation by a Designated Provider can only be invoiced if the Designated Provider does not share travel arrangements with the treating nurse.

15.3. Air Travel

15.3.1. Air travel is payable by ACC when:

- 15.3.1.1. ACC has requested air travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services;
- 15.3.1.2. Air travel is necessary for the provision of Services to ACC Client(s); and
- 15.3.1.3. The Service Provider has received ACC's written approval prior to any air travel.

15.3.2. ACC will only pay for actual and reasonable costs of air travel. The Supplier must retain receipts of all Air Travel and provide copies when requested by ACC.

15.4. Other Travel

15.4.1. For the purposes of this clause 15.4, 'Other Travel' means travel by ferry, taxi, rental car or public transport.

15.4.2. Other Travel is payable by ACC when:

- 15.4.2.1. ACC has requested Other Travel to an outlying area that is not the Service Provider's usual area of residence or practice to deliver Services;
- 15.4.2.2. Other Travel is necessary for the provision Services to ACC Client(s); and
- 15.4.2.3. the Service Provider has received ACC's written approval prior to travel.

15.4.3. ACC will only pay for actual and reasonable costs of all Other Travel (NST6). The Supplier must retain receipts of all Other Travel and provide copies when requested by ACC.

15.5. Accommodation costs

15.5.1. Accommodation is only payable for Comprehensive Nursing Assessments not completed via Telehealth.

15.5.2. ACC will only pay for actual and reasonable accommodation costs if ACC has given prior approval and receipts are provided.

15.5.3. ACC will not pay for reimbursement of alcohol, including mini-bar expense.

16. SERVICE QUALITY STANDARDS

- 16.1. The Supplier must provide the Services using the appropriate Assessment tools in accordance with industry practice. The Supplier will further ensure all Service Providers and any other Personnel (including instructed subcontractors and Third-party providers) involved in the delivery of the Services meet the following requirements, as applicable:
 - 16.1.1. Non-registered service providers or personnel:
 - 16.1.1.1. Have the appropriate qualification and expertise;
 - 16.1.1.2. Have regulatory documented supervision, appropriate to their level of qualification and competency to ensure that they provide support activities safely and effectively; and
 - 16.1.1.3. Undertake ongoing training in their area of expertise.
 - 16.1.2. All Personnel;
 - 16.1.2.1. Consistently provide the highest standard of customer service in accordance with industry practice, and
 - 16.1.2.2. Undertake induction and development requirements.
- 16.2. The Supplier must maintain quality assurance systems and processes in accordance with 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.
- 16.3. Safety Checks
 - 16.3.1. The Supplier must:
 - 16.3.1.1. 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;
 - 16.3.1.2. 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;
 - 16.3.1.3. Ensure all authorised persons who work with children must complete a Children's Workforce Safety Check to ensure they are safety checked to the standard required under the Children's Act 2014 and the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015; and
 - 16.3.1.4. Immediately notify ACC of any actual, possible or anticipated issues that could impact the safety of Clients.

- 16.3.2. 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.

16.4. Capacity and Capability

- 16.4.1. 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 15.1, and are available in each of the locations identified in Part A, clause 2 (Service Regions).
- 16.4.2. The Supplier will advise ACC immediately if they do not have Service Providers available to undertake the Services 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.

16.5. Policies, protocols, guidelines and procedures

- 16.5.1. The Supplier must maintain the following:
 - 16.5.1.1. **Operating Procedures** to manage Service Provider induction, training, decision making and oversight, quality improvements, performance management and risk management in relation to the Services.
 - 16.5.1.2. **Privacy Policy** to manage Client Personal Information including to meet the requirements of clause 9 of ACC's Standard Terms and Conditions.
 - 16.5.1.3. **Health and Safety Plan** relevant to the Client and environments where the Supplier and their Service Providers will be delivering the Services.
 - 16.5.1.4. **Business Continuity Plan** to manage service continuity and minimise impacts to the Services and Client.
 - 16.5.1.5. **Service Provider List** to document all Service Providers including any subcontractors delivering the Services to clients under this Contract.
- 16.5.2. A copy of the above listed items must be promptly provided to ACC on request or as required.

17. HEALTH AND SAFETY

Health and Safety Risk Management

- 17.1. In addition to the Supplier's obligations under clause 8.16 of ACC's Standard Terms and Conditions, the Supplier acknowledges and agrees that:
 - 17.1.1. The Supplier is responsible for managing the health and safety risks arising from performing the Services; and
 - 17.1.2. ACC is reliant on the Supplier's expertise and ability to influence and control the performance of the Services to manage the health and safety risks.
- 17.2. While undertaking the Service, the Supplier must maintain health and safety risk management plans relating to the delivery of Services that at a minimum:
 - 17.2.1. Identify health and safety risks arising from the Services.
 - 17.2.2. Establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable.
 - 17.2.3. Ensure all workplace 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.
 - 17.2.4. 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*).
 - 17.2.5. 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.
- 17.3. Working with other PCBU's
 - 17.3.1. The Supplier must undertake pre-qualification checks in accordance with Industry Practice and confirm its Subcontractors have appropriate health and safety accreditations and risk management plans in place that protect all workers or others who may be put at risk by the Services.
 - 17.3.2. The Supplier must review its Subcontractor's health and safety accreditation and plans at appropriate intervals in accordance with Good Industry Practice.
- 17.4. Systems to report risks and events
 - 17.4.1. The Supplier will maintain systems to enable all workers (as defined by the *Health and Safety at Work Act 2015*) and all Service Providers and Subcontractors to report health, safety and security events and risks relating to the Services to the Supplier.
 - 17.4.2. The Supplier must have procedures in place to manage the events and risks reported.

- 17.5. The Supplier will provide ACC the following, on request:
- 17.5.1. a summary, including follow up actions and outcomes, of any significant health and safety risks and events (including accidents, harm or near misses) that have been identified by the Supplier, and
 - 17.5.2. any follow up actions and outcomes from any items advised to ACC under clause 8.16 of ACC's Standard Terms and Conditions.
- 17.6. 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).
- 17.7. Supply information about health and safety
- 17.7.1. At any time requested by ACC, the Supplier will promptly and within 10 Business Days provide information to ACC relating to the Supplier's compliance with its health and safety related obligations under this Contract.

18. INFORMATION SECURITY

- 18.1. The Supplier must:
- 18.1.1. 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;
 - 18.1.2. not transmit, transfer, export or store Personal Information and Confidential Information outside of New Zealand and/or Australia;
 - 18.1.3. 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;
 - 18.1.4. undertake regular security assurance, monitoring and testing of its information management systems and promptly remediate any identified security vulnerabilities, in accordance with Good Industry Practice;
 - 18.1.5. comply with any security information, accreditation and certification requirements requested or notified by ACC from time to time; and
 - 18.1.6. ensure that its Subcontractors meet all the above requirements before providing them any ACC Client Personal Information or Confidential Information under this Contract.

19. BROADER OUTCOMES

- 19.1. The Supplier will take reasonable steps to achieve and enhance opportunities to achieve, broader social, economic and environmental outcomes through the Services, including to:
- 19.1.1. Improve cultural equity and outcomes for Māori, Pacific and other ethnic or indigenous groups;
 - 19.1.2. 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
 - 19.1.3. 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.

20. DEFINITIONS AND INTERPRETATIONS

Recovery Team/Recovery Team Member	The team or team member engaged by ACC to provide case and claim management for the Client for the purposes of the AC Act and may also include other authorised ACC personnel.
Community-Based Health Service Provider	A provider of health services that may be accessed by the Client in the community outside of the General Practice Team. For example, community pharmacist, paramedic, physiotherapist, rongoā Māori practitioner.
Consequential Injury	A Consequential Injury is an injury that substantially arises from the original injury (e.g. pressure injuries secondary to tetraplegia).
Consultation	A single in-person meeting between the Supplier's nursing provider and the Client to assess the injury, provide advice and/or treatment.
Consumable	Consumables are medical items (that are not pharmaceuticals) which are required for the treatment of an injury. High Cost Consumables are Consumables that cost \$10 or more per unit and total \$25 or more for all Consumables required for one consultation. Consumables below those thresholds are Low Cost Consumables.
Consumable Unit	A single consumable item i.e. one bandage – not a box of bandages.
Designated Provider	Designated Providers are Nurse Practitioners or Registered Nurses whom ACC recognises as having the skill and ability to make decisions about Consumables under this Service Schedule without requiring prior approval from ACC, and they can complete Comprehensive Nursing Assessments and Oversight Consultations.
Doppler Assessment	An assessment of the blood flow in the main arteries of the lower leg using a portable Doppler ultrasound machine.

Double Billing	<p>“Double Billing” is the act of charging or invoicing ACC more than once for a service or service item code in relation to a Client that is within scope of the Services:</p> <ul style="list-style-type: none"> - Under this Contract; and/or - Under any other contract or arrangement, <p>Whether by the Supplier or by one or more Subcontractors.</p>
Enrolled Nurse	A person who has a recognised Enrolled Nurse qualification and has registration as described under the Health Practitioners Competence Assurance Act 2003.
General Practice Team	The General Practice Team where the Client is enrolled as a patient or that the Client has otherwise chosen to provide their personal health services and co-ordinate their health care.
Good Industry Practice	is the exercise of the due care, skill and diligence, and to the appropriate professional or industry standard, as would be expected from a leading supplier or person in the relevant industry.
Nurse Practitioner	A person who has a Nurse Practitioner’s current Annual Practising Certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.
Registered Nurse	A Registered Nurse has a current Annual Practising Certificate issued by the Nursing Council of New Zealand and works within the scope of practice as defined by the Health Practitioners Competence Assurance Act 2003.
Secondary Supplier	A Secondary Supplier is one that is not currently providing treatment to the Client. A Secondary Supplier may be called upon to complete a Comprehensive Nursing Assessment or become a treating Supplier when a Client transfers location or changes Supplier.
Service Provider	A Registered Nurse, Enrolled Nurse or Nurse Practitioner who provides the service to a Client. Provider also has the same meaning.
Subsequent Injury	An injury that has cover under a separate claim to the original injury and requires Nursing Services.
Telehealth	<p>The use of information or communication technologies to deliver health care when Clients and care providers are not in the same physical location.</p> <p>For this Service Schedule, Telehealth relates to real-time videoconferencing interactions and telephone consultations. Telehealth excludes electronic messaging e.g. texts and emails.</p> <p>A Telehealth consultation is to replace an in-person visit so it does not include a quick triage or check-in phone calls.</p>