# Part C: Joint ACC and Ministry of Health Service Specification for Emergency Air Ambulance Services (EAAS)

1. Term
	1. The Term for the provision of Emergency Air Ambulance Services will start on 1 April 2013 or when duly executed by the parties (whichever is the later date) and will continue for a period of five (5) years unless otherwise lawfully terminated in accordance with Part 1, Schedule 2 of this Agreement.
	2. The parties to this Agreement will meet 6 months prior to the expiry date to formulate a transition plan.
2. Purpose

Emergency Air Ambulance Providers (EAAPs) provide Emergency Ambulance Services (EAS) to the public. They work closely with the Ambulance Communications Centre and Emergency Road Ambulance Providers (ERAPs). EAS includes timely, appropriate emergency care and where necessary, emergency transport of patients to a place of definitive care.

1. Service Objectives

The objectives for EAAS are:

* + 1. That it is essential that people get the right care, at the right time, in the right place from the right person[[1]](#footnote-1).
		2. EAAS ensure that care given facilitates the best possible outcomes for patients who access EAAS and it complies with all quality requirements.
		3. Integration of EAAS with ERAP and the wider health sector.
		4. Collaboration across the Emergency Air Ambulance sector to deliver an effective and efficient Service.
1. Air Rescue Forum (ARF)
	1. The parties to this Agreement acknowledge that the National Ambulance Sector Office (NASO), a joint initiative between the Ministry of Health and ACC and the Air Rescue Group (ARG), a collective of EAAPs representing their communities, have formed the Air Rescue Forum (ARF).
	2. Members of ARF will work together on:
		1. matters relating to the provision and delivery of EAAS in New Zealand
		2. further developing and enhancing the long-term delivery of EAAS in New Zealand.
	3. The parties acknowledge that amendments to this Agreement may be required to reflect the joint work completed and decisions made by ARF.
	4. Such amendments shall be mutually agreed to by all parties to the Agreement in a written variation to this Agreement.
2. Overview of Emergency Ambulance Services (EAS)
	1. Emergency Ambulance Services (EAS) includes:
		1. Ambulance Communications Centre
		2. Emergency Road Ambulance Providers (ERAPs) who deliver Emergency Road Ambulance Services (ERAS)
		3. Emergency Air Ambulance Providers (EAAPs) who deliver Emergency Air Ambulance Services (EAAS).
	2. **Ambulance Communications Centres:**
		1. determine the patient need through an agreed telephone triage system
		2. provide the telecommunication interface between the caller and the EAAP
		3. coordinate ambulance resources to ensure emergency calls are appropriately responded to
		4. authorise and dispatch EAAS to the scene of the emergency, as appropriate, based upon information received from the caller. Allocation and dispatch of resources is based on patient need, within available resources. The most appropriate, closest/fastest resource is dispatched regardless of geographical boundary.
		5. All EAAS for primary retrievals and Inter-hospital Transfer (IHT) missions funded under this Agreement must be authorised and dispatched through the Ambulance Communications Centre. Missions not dispatched through the Ambulance Communications Centre are not funded under this Service Agreement.
	3. The types of resources available to the Ambulance Communications Centre for dispatch include:
		1. Emergency Road Ambulances including water ambulances[[2]](#footnote-2)
		2. Emergency Air Ambulances (including rotary and fixed wing aircraft)
		3. Primary Response in Medical Emergency (PRIME) doctors and nurses
		4. Paramedics to provide clinical crew for air retrievals and transports.
	4. **EAAPs:**
		1. provide EAAS across New Zealand, with a range of services and capability levels to meet the needs of their communities within available resources
		2. are authorised and dispatched by the Ambulance Communications Centre
		3. become airborne quickly and safely in response to calls for assistance made through the Ambulance Communications Centre
		4. provide appropriate care and, where necessary, emergency transport of people requiring urgent treatment as a result of one of the following medical or accident-related emergencies: illness, injury or obstetric emergency.
	5. The Purchasers expect that:
3. the resource most appropriate to the patient’s triaged needs will be utilised. This means an ambulance resource will be dispatched and/or referral to an alternative care pathway.
4. if an ambulance has been dispatched and it is deemed clinically appropriate then the EAAP shall refer the patient to an alternative care pathway rather than transport the patient to a place of definitive care.
	1. **Emergency Air Ambulance Services (EAAS):**

Are authorised and dispatched through the Ambulance Communications Centre and fall into two service types:

1. Primary retrieval for emergency accident or medical-related missions for eligible people as per clause 8.3
2. Inter-hospital transfer (IHT) missions within 24 hours for accident-related or three hours for medical-related missions as per clause 8.4
	1. Services that are closely aligned to this Service but are not funded under this Service Agreement include:
3. IHT services after 24 hours for accident-related or three hours for medical-related missions funded by District Health Boards (DHBs).
4. Search and Rescue (SAR) services funded by Police or the Rescue Coordination Centre New Zealand (RCCNZ).
5. Service Delivery Principles
	1. The following are guiding principles for EAAS:
6. Transport to treatment is undertaken only when necessary and appropriate to meet patient need.
7. Treatment delivered is necessary, appropriate and of the required quality.
8. Treatment is delivered by the staff with the appropriate skill level and support.
9. Background
	1. **Roadside to Bedside**
		1. Roadside to Bedside outlines the framework necessary to provide the best possible outcomes for people who need to access emergency services by ensuring that people get ‘the right care, at the right time, in the right place, from the right person’.
		2. EAAPs will follow the Roadside to Bedside framework.
		3. Where regional Emergency Care Coordination Teams (ECCTs) exist, EAAPs will be participating members of a Team in their region.
	2. **The New Zealand Ambulance Service Strategy**
		1. The New Zealand Ambulance Service Strategy (the Strategy) was announced in June 2009.[[3]](#footnote-3) The Strategy was developed by the ACC and the Ministry in consultation with the ambulance sector and other stakeholders. The Strategy provides a framework for future development and growth of EAS and on-going collaboration between key stakeholders, the sector, and the Crown. The 10 initiatives from the Strategy were developed taking into consideration advice and recommendations following several reviews of the ambulance sector. These initiatives have been prioritised and are being implemented over time.
		2. EAAPs will support the implementation of the New Zealand Ambulance Service Strategy.5
	3. **Interface Between the Ministry and ACC**
		1. NASO is a joint ACC and Ministry team responsible for managing all EAS Service Agreements, including Ambulance Communications Centres, ERAP and EAAP Service Agreements, on behalf of the two Crown Agencies.
		2. ACC and the Ministry have recently developed a common funding model for EAAS. This will be reviewed and refined in partnership with the Emergency Air Ambulance sector.
	4. **Eligibility for funded Services**
	5. ACC Eligibility
		1. ACC is responsible for the funding of EAAS for certain eligible people who have suffered personal injury in terms of the AC Act for which a claim for cover has been accepted, or is likely (in the EAAP’s experience) to be accepted.[[4]](#footnote-4)
		2. Eligible people are those for whom the EAAS starts within 24 hours of suffering a personal injury or within 24 hours of being found after suffering a personal injury (whichever is the later), and for whom Emergency Transport is necessary for the purpose of obtaining treatment urgently for the claimant’s personal injury.
		3. Transport between public hospital emergency departments within the 24 hours of arriving by ambulance is included in this Service.
		4. New Zealand residents living in New Zealand and visitors to New Zealand are eligible for ACC funded EAAS.
	6. Ministry Eligibility
		1. The Ministry funds EAAS for eligible peoplewho have a need for emergency medical attention.[[5]](#footnote-5) Eligible people are those who require emergency medical attention (not caused by trauma) from the time the EAAS is notified by the Ambulance Communications Centre to the time the patient arrives at a place of definitive care.
		2. Transport between public hospital emergency departments within three hours of arriving by ambulance is included in this Service.
		3. In this specification eligibility for the Ministry of Health refers to:
			* 1. conditions expressed in the latest ‘Eligibility Criteria’ published in the New Zealand Gazette, available from [www.dia.govt.nz](http://www.dia.govt.nz)
				2. overseas residents and visitors who are usually resident in countries with which New Zealand has reciprocal health arrangements. New Zealand has reciprocal agreements for healthcare with the United Kingdom. However this is limited to citizens who are normally resident in the United Kingdom. New Zealand has reciprocal agreements for healthcare with Australia; however this excludes the provision of Emergency Ambulance Services.
		4. In this specification, emergency for the Ministry of Health means those cases triaged as life threatened or potentially life threatened as determined by the triage system used in the Ambulance Communications Centre.
10. Service Description
	1. The EAAP must provide EAAS using rotary and/or fixed wing aircraft, crew, clinical personnel and equipment able to respond quickly and safely to Emergency Air Ambulance Primary Retrieval and IHT missions which are authorised and dispatched by the Ambulance Communications Centre which comply with the following requirements:
	2. **Compliance Requirements**

EAAPs must hold up-to-date certification and membership for current:

* + 1. CAA regulations and compliance requirements
		2. New Zealand Standard Ambulance and paramedical Services NZS 8156 (NZ 8156) including but not limited to clinical governance and relevant legislation outlined in NZS 8156
		3. Ambulance New Zealand Air Ambulance/Air Search and Rescue Service Standard (Ambulance NZ AA/ASR)
		4. International Organisation for Standardization 9001 (ISO 9001)
		5. Ambulance New Zealand membership requirements.
	1. **Primary retrieval missions**

The EAAP will:

1. Be available 24/7 to become airborne quickly and safely in response to calls for assistance received through the 111 phone line and authorized and dispatched by the Ambulance Communications Centre.
2. If required, fly to the receiving facility and collect appropriate clinical personnel.
3. Fly to the scene of an accident/illness using approved aircraft, equipment and technology that are in accordance with the compliance requirement listed in Part 2, Part C, clause 8.2 of this Agreement.
4. Provide clinical personnel as per the NZS 8156 Standards outlined in Part 2, Part C, clause 8.2 of this Agreement to assess, care and treat ill/injured patient(s).
5. Work with ERAPs to provide a seamless service to patients and co-ordinate with other emergency services present at the scene e.g. Police and Fire services.
6. Respond to requests by the Ambulance Communications Centre to transport a treatment provider(s) to the scene of an incident where it is clinically appropriate (e.g. where the patient is not able to be moved), and where it is reasonable and cost efficient, to return that treatment provider(s) to their town of residence or usual workplace, (e.g. emergency physician, anaesthetist, lead maternity carer).
7. Transport the patient(s) using approved aircraft, equipment and technology in accordance with the compliance requirement listed in Part 2, Part C, clause 8.2 of this Agreement to either a:
	* + - 1. place of definitive care by landing on a hospital helipad, or a helipad next to a hospital
				2. helipad or runway at a nearby airport where an appropriate transportation vehicle is dispatched to meet the aircraft.
8. Provide correct handover of the patient(s) including the competent provision of a verbal report, a documented copy of the Patient Report Form (PRF) and where appropriate, the ACC45[[6]](#footnote-6) to either:
	* + - 1. clinical staff at the receiving site/facility, or
				2. clinical staff attached to the transportation vehicle at the helipad or runway.
9. Ensure EAAS and ERAP staff keep in close communication to coordinate the transfer between air and road ambulance services when requiring transport from the helipad to hospital via road ambulance or vice versa. This is to ensure the continuity of care for the patient is maintained through the seamless transfer of care to the accepting treatment facility.
10. Ensure clinical responsibility remains with the EAAP clinical crew until an alternative clinical pathway has been agreed and accepted by the other party and the handover has been completed, as per the developed protocols and/or guidelines.
	1. **Inter-hospital transfer (IHT) missions**

The EAAP will:

* + 1. Provide IHT missions by air for eligible:
			- 1. Ministry funded medical-related patients within three hours after arriving by ambulance at a public hospital emergency department to another public hospital emergency department.
				2. ACC funded accident-related patients within 24 hours of injury or of the injured person being found (whichever is later); and where the injured person’s condition deteriorates or the injuries are such that the originating hospital is not able to provide the higher level of specialist service required.
		2. Work with DHBs and medical clinicians to provide seamless IHT Services to patients.
		3. If required, travel to the receiving facility and collect appropriate clinical personnel.
		4. Travel with clinical personnel (if required), using approved aircraft, equipment and technology in accordance with the compliance requirement listed in Part 2, Part C, clause 8.2 of this Agreement to either the:
			- 1. originating medical facility by landing on a hospital helipad or a helipad next to the hospital and take appropriate receipt of the patient(s) and if required clinical personnel; or
				2. helipad or runway at an airport near the originating medical facility where an appropriate transportation vehicle is dispatched to meet the aircraft with the patient(s) and if required clinical personnel, to be transferred to a facility that can provide a higher level of specialist care.
		5. Provide clinical personnel as per NZS 8156 Standards outlined in Part 2, Part C, clause 8.2 of this Agreement to monitor the ill/injured patient(s) on route providing care and treatment if necessary.
		6. Transport the patient(s) using approved aircraft, equipment and technology in accordance with the compliance requirement listed in Part 2, Part C, clause 8.2 of this Agreement to either a:
			- 1. medical facility that can provide a higher level of specialist care by landing on a hospital helipad or a helipad next to the hospital; or
				2. helipad or runway at a nearby airport where an appropriate transportation vehicle is dispatched to meet the aircraft and transport the patient(s) and clinical personnel to the medical facility that can provide a higher level of specialist care.
		7. Provide correct handover of the patient(s) including the competent provision of a verbal report, a documented copy of the PRF and where appropriate, the ACC458 to either:
			- 1. clinical staff at the receiving site/facility, or
				2. clinical staff attached to the transportation vehicle at the helipad or runway.
		8. Ensure EAAS and ERAP staff keep in close communication to coordinate the transfer between air and road ambulance services when requiring transport from the helipad to hospital via road or vice versa. This is to ensure the continuity of care for the patient is maintained through the seamless transfer of care to the accepting treatment facility.
		9. Ensure clinical responsibility remains with the EAAP clinical crew until an alternative clinical pathway has been agreed and accepted by the other party and the handover has been completed, as per the developed protocols and/or guidelines.
	1. IHT missions by air will be made by fixed wing aircraft unless exceptional circumstances require the use of a helicopter. These include:
		1. the unavailability of a fixed wing aircraft or landing facilities
		2. a clearly evident time-critical risk to the claimant.
	2. **EAAS Primary Retrieval and IHT Services covered under this Agreement:**
		1. Payment for transport: ACC is only liable to pay for the provision of emergency transport of patients under this Agreement where an ACC45 has been submitted and cover has been granted and approved for payment, and/or an ACC claim number has been provided.
		2. ACC will cover IHT missions from a private facility to a public facility for patients who have undergone elective procedures where the transfer is necessary for clinical safety reasons.
		3. Payment for transport: The Ministry is only liable to pay for the provision of emergency transport of patients under this Agreement where an invoice has been submitted in accordance with Part A, Part 2, clause 4.
		4. ACC and the Ministry will cover Primary Retrieval or IHT missions where the patient(s) dies on route.
	3. **EAAS Primary Retrievals and IHT Services not covered under this Agreement:**
		1. IHT missions requested by the originating hospital via the Ambulance Communications Centre as a result of the originating hospital being unable to provide care for the patient e.g. the intensive care unit is full or there is no specialist cover.
		2. IHT missions where the location of the patient is outside New Zealand’s territorial waters.[[7]](#footnote-7)
		3. Non-emergency attendances including attendance at public events, standby in support of other emergency services and any transports privately funded.
	4. **General Primary Retrieval and IHT requirements:**

EAAPs will:

* 1. If landing on a hospital helipad and/or flying over publically populated areas to a helipad, ensure the helicopter adheres to CAA requirements including:
		1. being able to perform at Performance Class 1 (PC1) level ensuring that in the case of critical power-unit failure, the helicopter is able to land on the rejected take-off area or safely continue the flight to an appropriate landing area; and
		2. being able to meet certain conditions to ensure there is no hazard to persons or property on the surface.[[8]](#footnote-8)
	2. Have contingency services in place for back-up in the event of their inability to provide the Services for any reason.
	3. Cooperate with other healthcare providers and emergency-clinical personnel to foster a team approach, provide leadership and ensure services are provided in a timely and integrated way in line with the New Zealand Ambulance Service Strategy and Crown-led initiatives aimed at improving integration of EAS into the wider health sector.
	4. Provide services in a culturally appropriate way and comply with relevant cultural requirements as prescribed by the Ministry and ACC from time to time.
	5. Meet service delivery requirements described in this Service Specification.
1. Operational Arrangements
	1. **EAAP and ERAP Interface:**

The EAAP will establish/renew a formal Service Agreement with a Crown-funded Emergency Road Ambulance Provider (ERAP). Through that Agreement the EAAP will ensure:

1. Key roles, responsibilities and contact people are identified.
2. Information regarding overall capability and capacity including available aircraft, crew requirements, equipment, base locations, geographical coverage and helipads is provided to enable the ERAP to provide the most appropriate clinical personnel available.
3. EAAS are crewed with adequate and appropriately skilled clinical crew as per the required standards outlined in the Compliance Requirements of this Agreement.
4. Clinical governance is provided in accordance with the standards outlined in the Compliance Requirements of this Agreement and EAAS and emergency road staff work together at the scene to ensure the best outcome possible for the patient.
5. Prior to the Service Agreement being established, the EAAP is responsible to ensure the current informal arrangement meets the requirements outlined above.
	1. **EAAP and Ambulance Communications Centre Interface**

The EAAP will establish/renew a formal Service Agreement with the relevant Ambulance Communications Centre. Through that Agreement the EAAP will ensure:

* + 1. Key roles, responsibilities and contact people are identified.
		2. Information regarding overall capability and capacity including available aircraft, crew arrangements, equipment, base locations, geographical coverage and helipads[[9]](#footnote-9) is provided to enable the Ambulance Communications Centre to dispatch the most appropriate resources available.
		3. EAAS are authorised and dispatched by an Ambulance Communications Centre for ACC and Ministry funded missions.
		4. While responding to an authorised dispatch, up-to-date status reports are provided to the Ambulance Communications Centre regarding the EAAP’s location and any change in the patient’s location.
		5. The Ambulance Communications Centre at the earliest opportunity is notified of:
			- 1. any issues likely to impede the dispatch of EAAS
				2. the availability status of all aircraft capable of response as soon as there is any change in their capability and/or availability
				3. response to an IHT that has not originated from the Ambulance Communications Centre but from a DHB
				4. response to a SAR mission that has originated from Police or RCCNZ.
		6. EAAS, the Ambulance Communications Centre, Police and RCCNZ work together to develop a clear understanding and implement guidelines regarding the communication, crew requirements and operational coordination of SAR missions that may also require a primary retrieval, Emergency Air Ambulance Service (part 2, Part c clause 9.3).
		7. The EAAP will be a participating member of the Emergency Ambulance Communications Centre (EACC) User Group.
		8. Prior to the Service Agreement being established, the EAAP is responsible to ensure the current informal arrangement meets the requirements outlined above.
	1. **EAAP and Search and Rescue (SAR) Interface**

The responsibility for SAR missions rest with New Zealand’s SAR Coordinating Authorities, the Police or RCCNZ. SAR missions are not funded under this Agreement; however the funding agencies encourage close collaboration on SAR and EAAS missions in order to maximise efficiencies in the delivery of these services. EAAPs will therefore establish/renew an arrangement with Police and RCCNZ to ensure:

* + 1. Key roles, responsibilities and contact people are identified.
		2. Information regarding overall capability and capacity including available aircraft, crew arrangements, equipment, base locations, geographical coverage and helipads11 is provided to enable Police or RCCNZ to dispatch the most appropriate resources available.
		3. EAAS, Police, RCCNZ and Ambulance Communications Centre work together to develop a clear understanding regarding the communication, crew requirements and operational coordination of SAR missions that may also require a primary retrieval, EAAS.
		4. For primary retrieval missions where an EAAP is at the scene of the incident having been previously dispatched by Police or RCCNZ to conduct a SAR mission, they will have on board at least one clinical person: an ALS, doctor or flight nurse appropriately trained as per the current NZS 8156 Standards.
		5. Missions not funded under this Agreement include primary retrieval missions:
			- 1. Requested directly by Police/RCCNZ that are not authorised and dispatched by the Communications Centre.
				2. Crewed by staff that are not under the clinical governance of an ERAP and/or a DHB and/or where crew requirements are not met as outlined above.
	1. **EAAP and District Health Board (DHB) Interface**

The EAAP will establish/renew a Memorandum of Understanding (MoU) with the relevant DHB(s). Through this MoU the EAAP will ensure:

* + 1. Key roles, responsibilities and contact people are identified.
		2. Inter-hospital transfers (IHT) missions for eligible patients are crewed with adequate and appropriately skilled clinical crew. (Note this does not apply to DHB-funded IHT services which are outside the scope of this Service Agreement).
		3. EAAS and DHBs work together to ensure the best outcome possible for the patient. They keep in close communication to coordinate the transfer between the EAAP and the receiving treatment facility to ensure the continuity of care for the patient is maintained.
		4. Correct handover occurs including the provision of a verbal report, a documented copy of the Patient Report Form (PRF) and where appropriate, the ACC45 to the receiving treatment facility.[[10]](#footnote-10)
		5. The clinical responsibility remains with the EAAP clinical crew until an alternative clinical pathway has been agreed and accepted by the other party and the handover has been completed, as per the developed protocols and/or guidelines.
		6. Prior to the MoU being established the EAAP is responsible to ensure the current informal arrangement meets the requirements outlined above.
	1. **EAAP and National Civil Defence and Emergency Management Interface**

EAAPs must comply with the current National Civil Defence Emergency Management (CDEM) Plan Order 2005 and the Ambulance New Zealand, Ambulance National Major Incident Plan (AMPLANZ) Framework. EAAPs will:

* + 1. Continue their services and manage any increased demand.
		2. Prepare an incident and emergency plan that is integrated with that of the DHB regional Group.
		3. Be represented on DHB regional groups and CDEM Groups as required.
		4. Contribute to emergency planning led by the Director-General of Health.
1. Training and Education
	1. Under this Agreement the EAAP is not funded to deliver training e.g. be a training provider but they will:
2. Ensure crew and clinical crew have the required experience, skills, currency and on-going training to be able to competently perform their duties as per the requirements listed in the required current Standards outlined in the Compliance Requirements of this Agreement.
3. Ensure staff and crew have the required experience, skills and on-going training to competently maintain aircraft and equipment to meet current CAA and clinical safety requirements.
4. Service Linkages
	1. The purpose of key linkages is to maintain a working relationship of communication, consultation and inclusion.
	2. Organisations identified in Part 2, Part C, clause 11.3 are not exclusive and the EAAP is encouraged to explore opportunities to develop and maintain key linkages with other organisations nationally, or within the region that enable and/or promote effective service delivery and achievement of the objectives of this Service Agreement.
	3. The EAAP must maintain key linkages with the following organisations or entities in order to provide an efficient and effective EAAS:
		1. the Ministry, ACC and NASO
		2. other EAAPs and ERAPs in the region and neighbouring regions
		3. PRIME practitioners, doctors and nurses
		4. Ambulance Communication Centres
		5. receiving DHBs which have an involvement in emergency care as well as DHBs which provide specialist services on a national or sub national basis (e.g. burns, spinal injury)
		6. the Emergency Care Coordination Team (ECCT) for the region
		7. other emergency services including New Zealand Police, Fire, Search and Rescue
		8. Civil Defence
		9. Royal New Zealand Coastguard Federation and Surf Life Saving New Zealand
		10. Rescue Coordination Centre New Zealand (RCCNZ)
		11. Civil Aviation Authority (CAA)
		12. relevant national sector and stakeholder groups e.g. Ambulance New Zealand
		13. Emergency Ambulance Communications Centre (EACC) User Group
		14. other local organisations with a direct interest in the provision of emergency care including Primary Health Organisations and private emergency medical clinics.
5. Quality Requirements
	1. **General Quality Requirements**

The EAAP will:

* + 1. Deliver the Services outlined in this Agreement in a way that ensures the safety of patient(s) and crew is maintained at all times.
		2. Comply with the quality requirements outlined in Part 2, Part C, clause 8.2 of the Service Agreement.
		3. Comply with national clinical protocols, guidelines and standards endorsed by Ambulance New Zealand.
		4. Participate in any reviews of protocols, guidelines and/or standards endorsed by Ambulance New Zealand.
		5. Arrange audits to meet the requirements of the revised protocols, guidelines and/or standards endorsed by Ambulance New Zealand.
		6. Work with NASO, ARF and other EAAPs to further develop reporting measures.
	1. **Data Quality**

The EAAP will provide accurate and reliable information to:

1. NASO, as per the reporting requirements in this Agreement
2. Ambulance Communications Centres, ERAPs and DHBs.
3. Reporting
	1. The EAAP will provide reports electronically to NASO, in an agreed format.
	2. The EAAP will provide reports to NASO as per the following table. Data should be provided using the appropriate template provided in the Appendices.
	3. NASO acknowledges some Providers may require 6 to 12 months to establish systems to be able to collect the information outlined in the table below. Where this is the case Providers will supply the minimum information outlined in clause 13.4 below.
	4. As a minimum requirement for the first 12 months of this Agreement, all Providers will report quarterly on ACC and Ministry: number of missions, flying hours, calls received and missions declined, and incident reporting.

| **Reporting Requirement** | **Frequency/Period** | **Due** |
| --- | --- | --- |
| 1. Primary Response Missions, Associated IHT missions and DHB-funded IHT missionsas outlined in clause 14.
 | **Quarterly** | 20 Jan, April, July and Oct |
| 1. Operational efficiency and effectiveness as outlined in 14.
 |
| 1. **Incident Reporting providing information regarding**
 | **As per Clause 15** | 20th calendar day of the following month |
| 1. **Narrative outlining:**
	1. Descriptive information about missions and trend analysis highlighting any significant changes and the possible causes for these trends.
	2. Up-date on progress on establishing/renewing Service Agreements, arrangements, and/or the development of plans as outlined under the five interfaces EAAP are required to renew/establish under this Agreement.
 | **Quarterly** | 20 Jan, April, July and Oct |
| 1. **Frontline Staffing:** Full Time Equivalent (FTE) numbers by skill level employed by the provider:
	1. Flight crew FTE paid establishment
	2. Clinical crew FTE paid establishment
	3. FTE vacancies for paid positions
 | **Annual** | 1st January |
| 1. **Quality**
	1. Certificates for compliance against current standards:
		1. CAA requirements
		2. NZS 8156
		3. Ambulance NZ AA/ASR
		4. ISO 9001.
	2. Audit dates and the name of the organisation conducting the audit in line with certification expiry dates and reviews of standards.
	3. annual audited accounts or a certificate of solvency signed by the company accountant.
 | **Annual** | Including prior to commencement of Agreement and annually from the commencement date of this Agreement.  |
| 1. **Additional Information (optional)**
	1. Newsletters
	2. Website information
	3. Media stories
	4. Relevant correspondence e.g. to Ministers, funding agencies
2. Letters from patients, key stakeholders. [[11]](#footnote-11)
 | **As determined by Provider** |

1. EAAS Measures
	1. The measures outlined below are to be collected by the Provider. This information will be used to track and monitor trends over time. Providers will utilise the narrative section of the reporting framework to highlight any changes and to provide additional information about why this has occurred.
	2. **Primary Retrieval Missions for the Ministry and ACC – the number of:**
2. missions
3. flying hours per month
4. missions where no patient was transported
5. missions by a twin-engine aircraft
6. missions by a single-engine aircraft
7. missions by a fixed-wing aircraft.
	1. **Associated IHT Missions for the Ministry and ACC – the number of:**
8. missions
9. flying hours per month
10. Level 1 (full ICU) missions
11. Level 2 non-intensive care missions
12. missions by a twin-engine helicopter
13. missions by a single-engine helicopter
14. mission by a fixed-wing aircraft.
	1. **DHB-funded IHT missions – the number of:**
15. missions
16. flying hours per month.
	1. **Operational efficiency and effectiveness:**
17. Median activation time (see clause 17.5)
18. Median response time for overall mission response.

**Number of:**

1. aborted or stood down missions
2. calls received and missions declined due to:
	* + 1. scheduled and unscheduled maintenance
			2. not being able to meet crewing requirements
			3. any other reason
3. tarmac to ERAP handovers (rotary)
4. incidents by type using the template in Appendix 4 (Volume Template – Adverse Events).
5. Incident Reporting
	1. NASO will be notified of an incident no later than five working days from identification of the event. Incidents will also be reported quarterly via the reporting templates in the appendices attached and measures outlined in clause 14.
	2. **Types of Incident Reporting**

Providers will report on the following types of incidents:

1. Aircraft Incidents - accident or incident as defined under the Civil Aviation Act 1990 associated with the operation of an aircraft
2. Clinical Incidents - serious and sentinel events as defined by the Health quality and Safety Commission New Zealand.

**Aircraft Incident Reporting**

* 1. Aviation Occurrences: Aviation occurrences are all accidents and incidents associated with the operation of an aircraft that affect, or could affect, the safety of operation (for full definitions of accident and incident see [www.caa.govt.nz](http://www.caa.govt.nz) ).
	2. The CAA investigates aviation accidents and incidents to find the causes, and to prevent them from happening again. Every aviator, from pilots, to engineers, to airlines, to designers, to ground crew, reports their accidents and incidents to the CAA. The CAA's investigators work with the reporter to find out what happened and why.[[12]](#footnote-12)
	3. For aviation occurrences regarding any accident or incident as defined under the Civil Aviation Act 1990, Providers will complete the appropriate forms for CAA and copy them to NASO.

**Clinical Incident Reporting - Serious and Sentinel Events**

* 1. A serious event is one which has led to significant additional treatment and a sentinel event is life threatening or has led to an unexpected death or major loss of function.[[13]](#footnote-13)
	2. Health Care Incidents: Health care incidents are all adverse events and near misses rated 1, 2, 3, or 4 on the Severity Assessment Code (SAC) that occur, or have the potential to occur, to any person as a result of, or related to, the provision of health and disability services. Ratings shall be in accordance with the New Zealand Incident Management System (NZIMS). See Appendix 2 for details.
	3. For Health care incidents, providers will comply with the National Reportable Events Policy (see [www.hqsc.govt.nz](http://www.hqsc.govt.nz)) and file a report with the Health Safety and Quality Commission for each healthcare incident experienced, using the Reportable Event Brief (which may be downloaded from [www.hqsc.govt.nz](http://www.hqsc.govt.nz)). The completed brief will be copied to NASO.
	4. The EAAP will provide NASO with updates of any developments regarding the investigation including:
1. Progress of investigation
2. Findings of the investigation
3. Media releases/responses
4. Mitigation strategies.
	1. Quarterly Reporting
5. The EAAP must provide NASO with quarterly reports summarising Serious and Sentinel events.
6. These reports should be from the clinical crew and the same data source as the New Zealand Incident Management System (NZIMS) reports.
7. The minimum data required is shown in the template in Appendix 3 (Serious and sentinel events quarterly report). This data may either be entered into the template or in an alternative format.
8. Public Interest Incident Reporting - Adverse Events and Complaints
	1. Media: The EAAP will immediately advise NASO if it becomes aware of an adverse event or complaint which in the EAAP’s opinion has or may have media or public interest. This may be provided orally in the first instance, and followed up in writing.
	2. NASO will be informed of the following information, following internal investigation:
9. Cause of incident
10. Impact/Potential Impact
11. Mitigation Strategies
12. Outcome.
13. Further Reporting
	1. **IHT missions**

The patient will be escorted by the hospital clinical team from bed (originating hospital) to bed (receiving hospital) if this does not occur and a tarmac handover occurs (helipad or runway to a waiting transportation vehicle) this is to be reported to NASO within 24 hours of the event or on the first business day after the event occurs outlining the reasons why.

* 1. **Use of CAA Section 13A Part 2 of the Civil Aviation Act 1990**

The EAAP will report when the section 13A Part 2 of the Civil Aviation Act 1990 has been used via the reporting measures and the narrative section. The provider will send NASO a copy of the report sent to the CAA.

* 1. **Inability to Provide the Service under the Agreement**

Where the Provider believes that it will not be able to deliver any of the Services described in this Agreement to the extent that this Agreement requires, the Provider will immediately notify the Purchasers of the extent to which the Provider is prevented from providing those Services and the reasons for that inability. This is in regard to major loss of service for a period of time (more than 24 hours) not a temporary loss of service that can be effectively managed by the Provider.

* 1. **Ad-hoc Requests**

NASO may make reasonable ad-hoc requests for information relating to the provision of EAAS and the EAAPs must provide any such requested information within an agreed timeframe that is reasonable for the information requested.

* 1. **Information provided by the Ambulance Communications Centre**

NASO receives the following information for each EAAP from the Ambulance Communications Centre. This is copied to the EAAP:

1. number of incidents to which EAAS was dispatched
2. median activation times (T5-T6) for Air Providers against the following targets:

|  |  |
| --- | --- |
| Day time (0600 – 1800) | Within 10 minutes of dispatch time |
| Night time (1800 – 0600) | Within 20 minutes of dispatch time |

* 1. The Ambulance Communications Centre also provides national performance data against response time targets (T4-T7).
1. Monitoring and Evaluation
	1. Representatives from NASO will meet at least annually with the representative from the EAAP to review and discuss the reports received by NASO and any performance issues.
	2. All reports that are provided to NASO from both the EAAP and the Ambulance Communications Centre and will form the basis for quantitative measurement of performance of that EAAP.
	3. Prior to the regular performance monitoring meetings, the EAAP will provide NASO with written commentary/explanations regarding:
		1. changing trends and exceptions identified in the reports
		2. regional/district performance issues
		3. activities planned and being undertaken to improve performance.
	4. Upon reasonable notice (not less than 10 working days), the EAAP will collate and provide information for audit to the Ministry and ACC.
	5. NASO retains the right to evaluate any aspect of the EAAP’s performance. At least 10 days’ notice will be given of any evaluation audit.

**Appendix 1: Time Intervals -** The following diagram shows the intervals that are used for time based reports.


# Appendix 2: Allocating the Severity Assessment Code (SAC Score)



# Appendix 2: (continued) - Allocating the Severity Assessment Code (SAC Score)



Source: <http://www.moh.govt.nz/moh.nsf/indexmh/improvingquality-reportableevents-resources>

# Appendix 3: Serious and Sentinel Events Quarterly Reporting Template

This template will be emailed to Providers. Providers will complete the template electronically and send to NASO quarterly.



# Appendix 4: Volume Template – Adverse Events

This template will be emailed to Providers to complete electronically. It captures the total number of incidents by type.

|  |  |
| --- | --- |
| **Reported by:** | (name) |
| **Operator:** | (select) |
| **Date Reported:** | (date) |
| **Year:** | 2010/11 |
| **Quarter:** | (select)  |
|  |  |
| **Category**  | **Description** | **Number** |
| Governance |  |  |
| Management |  |  |
| Operational |  |  |
| Aircraft |  |  |
| Equipment |  |  |
| Workforce |  |  |
| Aircraft Crew |  |  |
| Clinical Crew |  |  |
| Occupational Health and Safety |  |  |
| Communication |  |  |
| Cultural  |  |  |
| Privacy |  |  |
| Other |  |  |
| **Total** |  | **0** |

# Appendix 5: Price Review

**1 Service Level Funding**

Service Level Funding is provided through fixed monthly payments for capacity as specified in Part 2, Part A, clause 2 and Part 2, Part B, clause 2 of this Agreement.

1. The parties acknowledge the Service Level Funding is solely a result of redistribution of historical funding.
2. The parties agree that the total quantum of Service Level Funding is fixed for the initial 5 (five) year Term of this Agreement and that pressures on fixed costs will need to be managed within this quantum, unless mutually agreed otherwise as a result of the future work programme outlined in the letter from NASO dated 2 October 2012.
3. NASO and ARG will work together through ARF to develop and implement strategies to manage fixed cost pressures and impacts.

**2 Fee for Service funding**

Fee for service funding is provided through payment of prices specific to the average variable cost per flying hour for each aircraft type, as specified in Part 2, Part A, clause 2 and Part 2, Part B, clause 2 of this Agreement.

1. The parties agree that at the Commencement Date of this Agreement the variable price for each service type reflects the average efficient variable cost of providing that service and the parties agree that the variable price will be maintained in accordance with this price review clause so that there is no financial incentive or disincentive to providing that service.
2. The parties agree that the average variable cost price for each helicopter type, payable per flying hour may be adjusted annually, up or down, by considering the movements in the landed price of Jet A1 fuel and the NZD/USD exchange rate in accordance with this price review clause.

1. The first review of the variable cost price will occur at 31 January 2014 and will compare the average weekly price of Jet A1 fuel over the twelve months up to 31 January 2014 with the average weekly price of Jet A1 fuel over the twelve months to 31 January 2013; and will compare the average monthly NZD/USD exchange rate over the sixty months up to 31 January 2014 with the average monthly NZD/USD exchange rate over the sixty months to 31 January 2013.
2. The fuel price component of the variable price may be adjusted, up or down, for the difference, if any, between the average weekly price of Jet A1 fuel over the twelve months up to 31 January in any year during the Term, and the average weekly price in the twelve months ending 31 January in the year that the last previous adjustment was made to the fuel price component, providing this difference is equal to or greater than ten cents per litre.
3. The exchange rate component of the variable price may be adjusted, up or down, for the difference, if any, between the average NZD/USD exchange rate over the sixty months ending 31 January in any year during the Term, and the average value over the sixty months up to 31 January in the year that the last previous adjustment was made to the exchange rate component, providing this difference is equal to or greater than five percent of the baseline exchange rate.
4. Each annual review will establish the baselines for the cost of Jet A1 fuel and the NZD/USD exchange rate to be used at the next annual review, which may be the same as in the previous year if no adjustment has been made.
5. At the first review at 31 January 2014, the amount of the variable price which will be adjusted for movements in the Exchange Rate and Fuel Price for each type of helicopter is as follows:

|  |  |  |
| --- | --- | --- |
| Helicopter type | Exchange Rate Component | Fuel Price Component |
| BK117 | $1,112.77 | $551.87 |
| A109 | $965.83 | $474.73 |
| S76 | $1700.97 | $836.07 |
| Single engine helicopters | $428.40 | $428.40 |

Note: these amounts will change as price adjustments are made. The changes in the amount for each type of aircraft will be recorded and applied to the next review.

1. The adjustment in prices, if any, will take effect from 1 April each year.
2. The Reserve Bank of New Zealand exchange rate data monthly series will be used as the data source for calculating the average NZD/USD exchange rate over the latest sixty month period ending 31 January in any year during the Term.
3. The weekly Jet A1 fuel price monitor provided by Hale and Twomey will be used as the data source for calculating the average landed cost of 1 Litre Jet A1 Fuel, in NZD, for the latest 12 month period ending 31 January in any year during the Term.
4. The parties acknowledge that variable costs may be affected by factors other than the price of fuel and exchange rates and will work together to develop and implement strategies to manage other cost pressures and impacts.
5. The following formulae will be used to assess and calculate variable price adjustments for movements in the NZD/USD exchange rate:

|  |  |  |
| --- | --- | --- |
| **Formula 1 – Calculate the percentage change in the Exchange Rate** |  | **Key:** |
| [( EER) – 1] x 100% NER |  | NER = New Exchange Rate, which is the average monthly value over the sixty months to 31 January in the year the calculation is being made as defined in Clause 2(e).EER = Existing Exchange Rate. This is the rate that was established last time an exchange rate adjustment was applied, therefore if the result of this calculation is less than +/-5%, it will not change for the next review. For the first review this will be the average exchange rate over the 60 months ending 31 January 2013.  |

* Where the result of this calculation is less than 5% (either +/-), the price will not be adjusted for movements in the exchange rate and the EER will carry over for the next review.
* Where the result of this calculation is greater than or equal to 5% (either +/-), formula 2 will be used to calculate the adjustment, up or down, that will be made to the exchange rate component of the variable price for each helicopter.

|  |  |  |
| --- | --- | --- |
| **Formula 2 – Calculate the Exchange Rate Adjustment** |  | **Key:** |
| (EERC x EER) - EERC NER |  | EERC = Existing Exchange Rate Component, as established at the last review. For the first adjustment this is the amount defined in clause 2(g)NER = New Exchange Rate. This is the average monthly value over the sixty months to 31 January in the year the calculation is being made as defined in Clause 2(e)EER = Existing Exchange Rate. This is the rate that was established last time an exchange rate adjustment was applied, therefore if the result of this calculation is less than +/-5%. For the first review this will be the average exchange rate over the 60 months ending 31 January 2013. |

1. The following formulae will be used to assess and calculate variable price adjustments for movements in the price of Jet A1 fuel:

|  |  |  |
| --- | --- | --- |
| **Formula 3 – Calculate the price change in NZ$** |  | **Key:** |
| NHT - EHT  |  | NHT = New average cost of fuel as per clause 2(j)EHT = Existing average weekly cost of fuel as per clause 2(d)). For the first review this will be the average price over the 12 months ended 31 January 2013. |

* Where the result of formula 3 is less than 10 cents per litre (up or down), the fuel price adjuster will not be applied and the EFP and EHT will carry over for the next review.
* Where the result of formula #3 is 10 cents per litre or greater, formula 4 will be used to calculate the adjustment, up or down, that will be made to the fuel component of the variable price for each helicopter.

|  |  |  |
| --- | --- | --- |
| **Formula 4 – Calculate the Fuel Price Adjustment** |  | **Key:** |
| (EFPC x NHT) - EFPC EHT  |  | EFPC = Existing Fuel Price Component, as established at the last adjustment. For the first adjustment this is the amount defined by clause 2(g).NHT = New average cost of fuel as per clause 2(j)EHT = Existing average cost of fuel as per clause 2(d). For the first review this will be the average price over the 12 months ended 31 January 2013. |

**Example using a BK117 helicopter:**

**First price review – at 31 January 2014 with any adjustment effect 1 April 2014**

Exchange rate adjustment

If the average value of NZD/USD in the sixty months up to 31 January 2014 was say 0.85, and in the sixty months up to 31 January 2013 was say 0.78, then the percentage change calculated by formula 1 is as follows:

Formula 1

[(EER) – 1] x 100% = [(0.78) – 1] x 100%

 NER 0.85

= - 8.24%

The change is greater than 5% therefore an adjustment is required. An increase in the value of the NZD reduces the cost of parts in NZD so a price reduction is indicated. This is calculated in Formula 2.

For the BK117 the EERC amount that will be adjusted –as defined in clause 2(g) which is $1,122.77

Formula 2

(EERC x EER) – EERC = [$1,122.77 x 0.78] – $1,122.77

 NER 0.85

 = - $92.46

Fuel price adjustment

If the average weekly price of Jet A1 fuel in the twelve months to 31 January 2014 increased from $1.50 at 31 January 2013 to $1.70, then the change in the price per litre is calculated with Formula 3.

Formula 3

NHT - EHT = $1.70 –$ 1.50

 = $0.20

The increase is greater than 10 cents therefore formula #4 is used to calculate the adjustment.

For the BK117 the amount that will be adjusted is the EFPC – for the first review the EFPC is $1903.33, which is $551.87.

Formula 4

EFPC x NHT) – EFPC = ($551.87 x $1.70) - $551.87
 EHT $1.50

 = $73.58

Note this creates a new EFPC for the next review $551.87 +$73.58 = $625.45

New Price for 1 April 2014:

The new price is determined by applying the adjustments calculated above:

$1903 - $92.46 + $73.58 = $1,884.12

**Second price review – 31 January 2015 with any adjustment effect 1 April 2015**

Exchange rate adjustment

If the average value of NZD/USD in the sixty months up to 31 January 2015 was say 0.0.69, then the percentage change calculated by formula 1.

Formula 1

[(EER) – 1] x 100% = [(0.85) – 1] x 100%

 NER 0.69

 = 23.19 %

The change is greater than 5% therefore an adjustment is required. A reduction in the value of the NZD increases the cost of parts in NZD so a price increase is indicated. This is calculated in Formula 2.

For the BK117 the amount that will be adjusted is the EERC – the EERC was adjusted by the first review to $1,030.31

Formula 2

(EERC x EER) – EERC = [$1,030.31 x 0.85] – $1,030.31

 NER 0.69

 = $238.91

Fuel price adjustment

If the Hale and Twomey average weekly price increased to 1.71 at 31 January 2015, then the change in the price per litre is calculated with Formula 3.

Formula 3:

NHT - EHT = $1.71 –$ 1.70

 = $0.01

The increase is less than 10 cents therefore no adjustment is applied for fuel this time.

New Price for 1 April 2015:

The new price is determined by applying the exchange rate adjustment calculated above:

$1884.12 + $238.91 = $2,123.03

**Third price review – at 31 January 2016 with any adjustment effect 1 April 2016**

Exchange rate adjustment

If the average value of NZD/USD in the sixty months up to 31 January 2016 was say 0.70, then the percentage change calculated by formula 1.

Formula 1

[(EER) – 1] x 100% = [( 0.69 ) – 1 ] x 100%

 NER 0.70

 = -1.43 %

The change is less than 5% therefore an adjustment to the exchange rate component is not required.

Fuel price adjustment

If the Hale and Twomey average weekly price dropped to $1.53 at 31 January 2016, then the change to the existing price per litre is calculated with Formula 3. Fuel was not adjusted in the second review, therefore the existing Hale and Twomey fuel price is the price that was established in the first review (i.e. $1.70).

Formula 3

NHT - EHT = $1.53 –$ 1.70

 = - $0.17

The increase is greater than 10 cents therefore formula 4 is used to calculate the adjustment.

For the BK117 the amount that will be adjusted is the EFPC – the first review adjusted the EFPC to $625.45.

Formula 4

(EFPC x NHT) – EFPC = ($625.45 x $1.53) - $625.45
 EHT $1.70

 = - $62.55

This creates a new EFPC for the next review which is $625.45 - $62.55 = $562.90

New Price for 1 April 2016

The new price is determined by applying the fuel price adjustment calculated above:

$2,123.03 - $62.55 = $2,060.48

1. *Roadside to Bedside – A 24-hour Clinically Integrated Acute Management System for New Zealand*; ACC/Health Funding Authority/Ministry of Health and Council of Medical Colleges; 1999. Available from www.moh.govt.nz [↑](#footnote-ref-1)
2. Services usually organised through EAPs and provided by Coast Guard services. [↑](#footnote-ref-2)
3. The New Zealand Ambulance Service Strategy – *The first line of mobile emergency intervention in the continuum of health care.* 4 June2009. Available from [www.naso.govt.nz](http://www.naso.govt.nz). [↑](#footnote-ref-3)
4. Refer to Part Two, Service Schedule – Emergency Air Ambulance Services for the definition of Eligible Persons for ACC EAS Services. [↑](#footnote-ref-4)
5. Refer to Part Two, Service Schedule – Emergency Air Ambulance Services for the definition of Eligible Persons for Ministry EAS Services. [↑](#footnote-ref-5)
6. Where it is appropriate, the ACC45 must be signed by the patient wherever possible; if the patient is unable to sign, the reason for this must be documented on the PRF. [↑](#footnote-ref-6)
7. Territorial Sea, Contiguous Zone and Exclusive Economic Zone Act 1977 and Injury Prevention, Rehabilitation, and Compensation Act 2001. [↑](#footnote-ref-7)
8. See CAA rule CAR 91.127 and Section 13A of the Civil Aviation Act 1990. [↑](#footnote-ref-8)
9. Including if helicopters able to perform at Performance Class 1 standard are able to land on the helipad or not. [↑](#footnote-ref-9)
10. Where it is appropriate, the ACC45 must be signed by the patient wherever possible; if the patient is unable to sign, the reason for this must be documented on the PRF. [↑](#footnote-ref-10)
11. Being aware of obligations, and in particular patient confidentiality under the Privacy Act 1993 and the Health Information Privacy Code 2008 when sending out any information that relates to or references patient information [↑](#footnote-ref-11)
12. Civil Aviation Authority: <http://www.caa.govt.nz/Accidents_and_Incidents/accidents_and_incidents.htm> [↑](#footnote-ref-12)
13. Health Quality and Safety Commission New Zealand: <http://www.hqsc.govt.nz/our-programmes/reportable-events/serious-and-sentinel-event-reports/> [↑](#footnote-ref-13)