

Contract No.



**AGREEMENT FOR THE AIR AMBULANCE HELICOPTER
SERVICE**

between

HEALTH NEW ZEALAND (TE WHATU ORA)

together with

ACCIDENT COMPENSATION CORPORATION

AND

[Provider]

Contents

AGREEMENT FOR THE AIR AMBULANCE HELICOPTER SERVICE	1
Agreement for the Air Ambulance Helicopter Service	1
Execution.....	3
Part 1: Schedules	4
PART 1 - Schedule 1: Quick Reference Information	5
1 <i>Bank accounts</i>	5
2 <i>Notices</i>	5
3 <i>Senior Executives</i>	6
4 <i>National Ambulance Sector Office (NASO) Contacts</i>	6
5 <i>Change by notice</i>	6
PART 1 - Schedule 2: General Terms and Conditions	7
1 <i>Definitions and interpretation</i>	7
2 <i>Order of precedence</i>	7
3 <i>Relationship of Parties</i>	8
4 <i>Parties remain responsible</i>	10
5 <i>Responsibilities of the Parties</i>	11
6 <i>Information and confidentiality</i>	12
7 <i>Personal and confidential information will be kept private and secure</i>	13
8 <i>Variation of agreement</i>	14
9 <i>Inability to deliver the Services</i>	15
10 <i>Circumstances beyond control</i>	15
11 <i>Not Used</i>	16
12 <i>Insolvency</i>	16
13 <i>Termination for breach</i>	16
14 <i>Consequences of termination or expiry</i>	17
15 <i>Indemnity and limitation of liability</i>	18
16 <i>Disputes</i>	19
17 <i>Notices</i>	19
18 <i>Conflicts of interest / financial incentives</i>	20
19 <i>Part charging</i>	20
20 <i>Costing and volume shifting</i>	21
21 <i>Other arrangements</i>	21
22 <i>Extension or renewal</i>	21
23 <i>Multiple providers</i>	22
24 <i>Waiver</i>	22
25 <i>Māori participation and cultural requirements</i>	22
26 <i>Health and safety</i>	22
27 <i>Not used</i>	24
28 <i>Coverage area</i>	24
29 <i>Governing Law</i>	24
30 <i>Services for Injured Employees of Accredited Employers</i>	25
31 <i>ACC Branding</i>	26
32 <i>Counterparts</i>	26
33 <i>Entire agreement</i>	26
PART 1- Schedule 3: Quality Standards	27
1 <i>Introduction</i>	27
2 <i>Written policies, procedures, guidelines or plans</i>	27
3 <i>All staff informed</i>	27
4 <i>Philosophy</i>	27
5 <i>Quality standards</i>	28
6 <i>Information management</i>	29
7 <i>Compliance Requirements</i>	30
8 <i>National Ambulance Sector Clinical Working Group</i>	30
9 <i>Children's Act 2014</i>	31

10	<i>Clinical oversight</i>	31
11	<i>Standing orders, authority to practise and health practitioner registration</i>	31
PART 1 - Schedule 4: Monitoring and Evaluation		33
1	<i>Meetings</i>	33
2	<i>Service evaluation and audit provisions</i>	33
PART 1 - Schedule 5: Reporting and Key Performance Indicators		35
1	<i>Purpose</i>	35
2	<i>Overview</i>	35
3	<i>Letter of Expectation</i>	36
4	<i>KPI reporting</i>	36
5	<i>Helidata reporting requirements (Helidata spreadsheet)</i>	38
6	<i>Notifiable incidents/events</i>	38
7	<i>Additional Quality and Narrative Reporting</i>	39
PART 1 - Schedule 6: Service Payments and Term		43
1	<i>Prices</i>	43
2	<i>Term</i>	43
3	<i>Service Payments</i>	43
4	<i>Fuel costs</i>	44
5	<i>Invoices</i>	46
6	<i>Invoicing, billing and payment</i>	46
7	<i>Contract adjustment mechanism</i>	47
PART 1 - Schedule 7: Commissioning Initiatives		50
1	<i>Purpose</i>	50
2	<i>Commissioning process for Initiatives</i>	50
3	<i>Definitions</i>	51
PART 1 - Schedule 8: Terms and Conditions Specific to the HNZ-Related Services.....		53
1	<i>Services purchased by HNZ</i>	53
PART 1 - Schedule 9: Terms and Conditions Specific to ACC-Related Services		54
1	<i>Services covered by ACC</i>	54
2	<i>Completion and turn-over of forms</i>	54
PART 2 - Service Specification and Technical Specification.....		55
PART 2 - SERVICE SPECIFICATION: Air Ambulance Helicopter Service.....		56
1	<i>Aim and interpretation</i>	56
2	<i>Purpose</i>	56
3	<i>Background</i>	56
4	<i>Guiding principles</i>	57
5	<i>Objectives</i>	57
6	<i>Service description</i>	57
7	<i>Service Linkages</i>	60
8	<i>Interface with other key providers</i>	61
9	<i>Operating arrangements</i>	63
10	<i>Operational Availability Requirements</i>	66
11	<i>Base Requirements</i>	68
12	<i>Clinical Crew Training Requirements</i>	68
13	<i>Third party contracting</i>	70
PART 2 - TECHNICAL SPECIFICATION: Helicopters		71
1	<i>Interpretation</i>	71
2	<i>Air Ambulance Helicopter Service Background</i>	71
3	<i>Aircraft Airworthiness Standards</i>	72
4	<i>Service Availability</i>	72
5	<i>Pilot Training</i>	73
6	<i>Procedures</i>	73
7	<i>Operations</i>	73
8	<i>Aircraft General Specifications</i>	74
9	<i>Fleet Standardisation and Interoperability</i>	75

10	<i>Competency of Aircraft and Performance</i>	75
11	<i>Noise Abatement</i>	75
12	<i>Aircraft Electrical and Avionics</i>	75
13	<i>Safety Equipment</i>	76
14	<i>Night Vision Imaging Systems (NVIS)</i>	77
15	<i>Winch</i>	77
16	<i>Minimum Equipment List (MEL)</i>	78
17	<i>Maintenance Management Plan</i>	78
18	<i>Aircraft and Aeromedical Systems Maintenance</i>	78
19	<i>Maintenance Personnel</i>	80
20	<i>Special Tooling and Spare Parts</i>	80
21	<i>Fuels and Lubricants</i>	80
22	<i>Hot Fuelling</i>	80
23	<i>Service Monitoring</i>	80
24	<i>Computerised Tracking</i>	81
25	<i>Cleaning – Aircraft</i>	81
26	<i>Provision of Certifications, Documents and Manuals</i>	81
27	<i>Configuration-related Requirements</i>	83
28	<i>Special Storage Requirements</i>	83
29	<i>Stretcher Requirements</i>	84
30	<i>IHT equipment</i>	84
31	<i>Stretcher Bridges</i>	84
32	<i>Aeromedical Seat Requirements</i>	85
33	<i>Clinical and Medical Equipment</i>	85
34	<i>Aeromedical Electrical Systems</i>	85
35	<i>Aeromedical Oxygen</i>	86
36	<i>Aeromedical Suction Systems</i>	87
37	<i>Aircraft Lighting Systems</i>	87
38	<i>Aeromedical Lighting Systems</i>	87
39	<i>Aeromedical Communication Systems and Cabin Avionics</i>	88
40	<i>Inter-communication System (ICS)</i>	88
41	<i>Cabin Environment Systems</i>	89
42	<i>Cabin Floor, Surfaces and Trim</i>	89
43	<i>Cabin Door and Stretcher Loading</i>	89
44	<i>Aeromedical systems and Cabin Certification</i>	89
45	<i>Aeromedical Systems and Cabin Design</i>	89
46	<i>Aircraft Configuration Management</i>	90
	Appendix 1: Definitions and Glossary	92
	Appendix 2: Approved Subcontractors and Trusts	87
	Appendix 3: Reporting requirements – supporting information	88
	Appendix 4: Invoicing and Payment Process	99
	Appendix 5: Access, number, time dependent and skill dependent (ANTS) Criteria	102
	Appendix 6: Equipment List	103
	Appendix 7: Air Ambulance Helicopter Specific Item Specifications (IHTs)	104
	Appendix 8: Air Operators Certificate Holder Details	105
	Appendix 9: Provider's Technical Specification Non-Compliance Statement	106
	Appendix 10: Provider's Service Specification Non-Compliance Statement	107
	Appendix 11: Aircraft Register	108
	Appendix 12: Assumptions	109
	Appendix 13: Transition Principles	110
	Appendix 14: Breakdown of Costs and Revenue	111

Agreement for the Air Ambulance Helicopter Service

This Agreement is made on the day of 2022 between

(1) Health New Zealand (Te Whatu Ora) (HNZ), a Crown agent established under Pae Ora (Healthy Futures) Act 2022 together with the **Accident Compensation Corporation (ACC)**, a Crown entity established by the Accident Insurance Act 1998 (together called “**the Purchasers**”); and

(2) [Entity] (the Provider).

For the avoidance of doubt, “**Party**” refers to either the Provider or the Purchasers acting severally and not jointly and severally, and the Purchasers constitute one Party to the Agreement and any reference to a Party means a reference to the Provider or to HNZ and ACC together as the Purchasers, except where the reference is to HNZ or ACC separately as a purchaser of a Service or part of a Service.

The Purchasers and the Provider agree that:

- 1 the term of this Agreement is from 1 November 2022 to 31 October 2026, unless terminated earlier in accordance with this Agreement;
- 2 the Provider will provide each Service described in the Service and Technical Specifications in Part 2 for the Term described in Schedule 6: Service Payments and Term;
- 3 the Purchasers will pay for each Service provided during the relevant Term for that Service, subject to and in accordance with the terms and conditions set out in this Agreement which are applicable to that Service (Service Payments);
- 4 each Party will comply with all the provisions of this Agreement that apply to that Party; and
- 5 this Agreement includes the Parts and their Schedules and Service and Technical Specifications listed in Table 1, the Appendices and any variations to this Agreement made at any time.

Table 1: Parts, Schedules and Service Specifications in this Agreement

Part 1	Part 2
<ul style="list-style-type: none"> • Schedule 1: Quick Reference Information. • Schedule 2: General Terms and Conditions. • Schedule 3: Quality Standards. • Schedule 4: Monitoring and Evaluation. • Schedule 5: Reporting and Key Performance Indicators. • Schedule 6: Service Payments and Term • Schedule 7: Commissioning Initiatives. • Schedule 8: Terms and Conditions Specific to HNZ - Related Services. • Schedule 9: Terms and Conditions Specific to ACC - Related Services. 	<ul style="list-style-type: none"> • Service Specification: Air Ambulance Helicopter Service. • Technical Specification: Helicopters.

Execution

In signing this agreement each party acknowledges that it has read and agrees to be bound by it.

Health New Zealand (Te Whatu Ora)

Signed for and on behalf of Health New Zealand (Te Whatu Ora):		In the presence of (witness):	
(signature)		(signature)	
Name:		Name:	
Position:		Position:	
Date:		Date:	

Accident Compensation Corporation

Signed for and on behalf of the Accident Compensation Corporation:		In the presence of (witness):	
(signature)		(signature)	
Name:		Name:	
Position:		Position:	
Date:		Date:	

[Entity]

Signed for and on behalf of [Entity]:		In the presence of (witness):	
(signature)		(signature)	
Name:		Name:	
Position:		Position:	
Date:		Date:	

Part 1: Schedules

Schedules

Part 1 includes the following Schedules:

- a. Schedule 1: Quick Reference Information
- b. Schedule 2: General Terms and Conditions
- c. Schedule 3: Quality Standards
- d. Schedule 4: Monitoring and Evaluation
- e. Schedule 5: Reporting and Key Performance Indicators
- f. Schedule 6: Service Payments and Term
- g. Schedule 7: Commissioning Initiatives
- h. Schedule 8: Terms and Conditions Specific to the HNZ-Related Services
- i. Schedule 9: Terms and Conditions Specific to ACC-Related Services.

PART 1 - Schedule 1: Quick Reference Information

1 Bank accounts

1.1 Provider's bank account (Schedule 6: Prices, Term and Payments, clause 6.2.1)

1.1.1 Payments will be made into the following account(s) nominated by the Provider.

Bank Name:
Bank Address:
Account No:

2 Notices

2.1 Addresses for notices (Schedule 2: General Terms and Conditions, clause 17)

2.1.1 See Table 2 for notices for the Purchasers.

Table 2: Notices for the Purchasers

ACC	HNZ
<p>For deliveries: Justice Centre 19 Aitken Street</p> <p>For mail: PO Box 242 Wellington 6011</p> <p>Email: health.procurement@acc.co.nz</p> <p>Marked: 'Attention: Health Sector Commissioning'</p>	<p>For deliveries: 133 Molesworth Street Thorndon, Wellington 6011</p> <p>For mail PO Box 5013 Wellington 6011</p> <p>Email: naso@health.govt.nz</p> <p>Marked: 'Attention: Manager, National Ambulance Sector Office'</p>

Table 2A: Notices for the Provider

Relating to invoices and payments	Other Notices

3 Senior Executives

3.1 Senior Executives (Schedule 2: General Terms and Conditions, clause 16.2)

The Senior Executives are the individuals that each Party has notified the other of in writing as being the Senior Executives.

4 National Ambulance Sector Office (NASO) Contacts

4.1 Relationship contacts

- Manager, National Ambulance Sector Office
- Senior Portfolio Manager, National Ambulance Sector Office

5 Change by notice

5.1 Change by notice

- 5.1.1 A Party may change any of the named contacts in clauses 1, 2, 3 or 4 above by written notice to the other Party without the need for a variation of this Agreement.

PART 1 - Schedule 2: General Terms and Conditions

1 Definitions and interpretation

1.1 Definitions

1.1.1 In this Agreement unless the context otherwise requires the terms listed in Appendix 1 have the meaning in the corresponding definition.

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- a. terms defined in this document bear that defined meaning in the whole of this Agreement;
- b. references to schedules, sections, clauses and sub clauses are references to schedules, sections, clauses and sub clauses of this Agreement;
- c. the singular shall include the plural and vice versa;
- d. clause and other headings shall be ignored in construing this Agreement;
- e. any obligation not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- f. references to statutes, regulations, standards, sector standards, ordinances, bylaws or other instruments include any amendment, substitution or re-enactment;
- g. a person includes a company or other entity;
- h. any reference to a person applies to their personal representatives or to its legal successors.

1.2.2 Where the Provider is not able to provide the level of Service in accordance with the preferred standards and/or requirements, then the Provider must have a NASO-approved implementation plan, (NASO approval not to be unreasonably withheld), that provides detail on how these preferred requirements will be met and/or mitigated.

2 Order of precedence

2.1 Documents forming part of the Agreement

2.1.1 This Agreement comprises the terms of this agreement, including all Schedules, Appendices and Service Specifications attached to them and the documents listed below. In the event of any conflict of meaning or ambiguity, the documents that comprise this Agreement shall have the descending order of precedence set out below.

- a. Any variations to this Agreement agreed in writing between authorised representatives of the Parties after the date of this Agreement.
- b. Part 1 Schedules.
- c. Part 2 Service Specifications.
- d. Appendices.

2.2 Precedence

2.2.1 If there is any conflict of meaning between information contained within the documents having the same level of precedence in the hierarchy described above then the order of precedence shall be reverse chronological order, that is, information contained in later documents shall prevail over information contained in earlier documents. However, requirements stated in earlier documents that are omitted in later documents shall continue to apply unless the later documents expressly exclude those requirements or those requirements are clearly inconsistent with the provisions of the later documents.

3 Relationship of Parties

3.1 Relationship principles

- 3.1.1 This Agreement is to be interpreted in light of the principles set out in this clause. To the extent that a clause in this Agreement can be given a meaning that is consistent with the principles set out below, that meaning is to be preferred.
- 3.1.2 Both Parties:
- a. will, if reasonably requested by the other Party, endeavour to share information that they hold relating to this Agreement with the other Party if the disclosing Party is able to lawfully share that information. To avoid doubt, neither Party is obliged to disclose legally privileged information to the other Party;
 - b. acknowledge that our relationship is fundamental to achieving both of our objectives when entering into this Agreement;
 - c. agree to foster a long-term cooperative and collaborative relationship to enable us both to achieve our respective objectives efficiently and effectively. We both agree that the relationship principles in this clause will guide each of us in our dealings with each other under this Agreement;
 - d. agree to observe the principles of natural justice in giving effect to this Agreement;
 - e. agree that clinical interventions should be based on the best evidence available at the time;
 - f. will respect and maintain Service User confidentiality as per clause 6;
 - g. recognise and value the other's skills and expertise and commitment to high quality performance;
 - h. will negotiate and implement agreements in good faith and respect, and trust the other to work together to find solutions to problems;
 - i. will communicate directly with each other, openly and in a timely manner;
 - j. will work in a cooperative and constructive manner, and where appropriate undertake joint projects;
 - k. will encourage continuing quality improvement and innovative Service development to achieve the objectives of both parties to the extent possible within available funding.
- 3.1.3 The Provider acknowledges that the Purchasers are subject to, and must comply with, the strategic and policy directions of the Crown. Equally, the Purchasers acknowledge that the Provider has its own strategic and policy directions.
- 3.1.4 The Purchasers recognise the Provider's right to maintain its clinical and business autonomy unless clause 9.2 or 12 comes into effect.
- 3.1.5 The Provider acknowledges that it will advise NASO of any proposed change to a Service provided by the Provider that may:
- a. impose material cost changes in the provision of the Service that cannot otherwise be offset by the Provider;
 - b. materially adversely impact the Provider's ability to deliver the Services to the relevant Service Specifications;
 - c. materially impact on a relevant part of the health sector;
 - d. materially alter a Services User's experience of the Service;
 - e. require amendment to this Agreement.

3.2 National Ambulance Sector Office (NASO)

3.2.1 The Provider acknowledges that NASO works on behalf of the Purchasers to:

- a. progress the strategic direction for the emergency road and air ambulance sectors to help ensure New Zealanders have access to emergency care when they need it;
- b. commission emergency ambulance services to enable safe, effective, sustainable and more equitable health outcomes for all New Zealanders;
- c. act on behalf of the Purchasers to ensure the Providers are complying as far as reasonably practicable with their health and safety obligations under this Agreement; and
- d. act on behalf of the Purchasers in respect of certain matters, as set out in this Agreement.

3.2.2 The Provider agrees to work with NASO, and the Purchasers agree to procure that NASO will work with the Provider, as set out in this Agreement, in accordance with the relationship principles set out in clause 3.1 of this Schedule.

3.3 Meetings

3.3.1 Both Parties acknowledge that holding meetings is important for developing and maintaining an effective working relationship. Accordingly, in addition to the requirements of Schedule 4, clause 1, both Parties agree to make appropriate personnel available as might be reasonably required by either of us to discuss matters arising in relation to this Agreement, including:

- a. how the contractual relationship is functioning and how the Services are being delivered
- b. whether there are aspects of the relationship or the delivery of the Services that either Party could improve and how such improvement might be implemented
- c. wider issues in the health and injury prevention, treatment and rehabilitation sectors that are relevant to either Party, which may include issues relating to implementation of the Government's strategies for these sectors.

3.4 Independent contractor

The Provider is an independent contractor, contracted by the Purchasers to provide the Services described in this Agreement. Nothing contained or implied in this Agreement shall be construed as creating, and neither Party shall state, imply or do anything to suggest, that this Agreement creates an employer/employee partnership or principal/agent relationship between the Purchasers and the Provider or any of its proprietors, officers, employees or subcontractors.

3.5 Privity of contract

3.5.1 Nothing in this Agreement is intended to confer any enforceable rights or benefits on a Service User or any other person.

3.6 Complete agreement

3.6.1 This Agreement represents the whole of the agreement between the Parties, and any provisions in tenders, correspondence or other documents prior to the date of this Agreement and all representations are excluded.

3.7 No adverse comments

3.7.1 Subject to clause 3.7.2, neither Party will make any oral or written statement or comment to the media, any Service User, any Member of Parliament or any member of the public in relation to the operation of this Agreement which criticises the other Party or which could adversely affect a Service User's or public opinion of the other Party or which brings the other

Party into disrepute. If such a statement or comment is made, that Party will, at the request and with the prior agreement of the other Party, promptly make an appropriate retraction or take such other remedial steps as are appropriate and reasonable in the circumstances. This will be without prejudice to any other rights, remedies or actions available to the other Party.

3.7.2 Clause 3.7.1 does not apply to the Purchaser's statements or comments provided to Ministers of the Crown and Parliamentary committees (including Parliamentary questions).

4 Parties remain responsible

4.1 Assignment

4.1.1 The Provider shall not assign, transfer, or otherwise dispose of any benefits, rights, liabilities or obligations under this Agreement or any part of this Agreement without the prior written consent of the Purchasers (given at the Purchasers' sole discretion).

4.2 Subcontracting

4.2.1 The Provider shall not subcontract the performance of any part of a Service that involves direct contact with a Service User except with the prior written approval of the Purchasers, such approval not to be unreasonably withheld or delayed (with such Purchaser approved subcontractors, being Approved Subcontractors). All of the subcontractors set out in Appendix 2 of this Agreement are Approved Subcontractors, and the Purchasers have also approved subcontracting to the Trusts set out in Appendix 2. Any request by the Provider to add to the list of Approved Subcontractors must be made to NASO in writing. The Purchasers may require the removal of an Approved Subcontractor, at their own discretion, but acting reasonably, and must give the Provider at least four months' notice of any such removal unless, in the Purchasers' reasonable opinion, the Approved Subcontractor must be removed sooner for urgent safety reasons.

4.3 Ensure Subcontractors bound

4.3.1 Subject to clause 4.2.1, the Provider shall ensure there is included in every agreement entered into with an Approved Subcontractor ("Subcontract") provisions which enable the Provider to carry out its obligations and secure the Approved Subcontractor's compliance with the Provider's obligations under this Agreement including (without limitation) this clause 4. This Provider shall provide a copy of each Subcontract to the Purchasers if requested by the Purchasers.

4.4 Provider not relieved

4.4.1 The assignment, transfer, subcontracting or other disposal of any of the Provider's liabilities or obligations shall not relieve the Provider from any liability or obligation under this Agreement.

4.4.2 Except to the extent this Agreement expressly provides otherwise, the Provider may fulfil any of its obligations under this Agreement through Approved Subcontractors, provided the obligations are within the scope of the Services for which the relevant Approved Subcontractor is approved.

4.4.3 Without limitation, the Provider will be deemed to have complied with any requirement under this Agreement, expressed as an obligation of the Provider, to:

- a. hold a certificate, including any certificate required under clause 7.1.1 of Schedule 3 or clause 6.1.1(s) or 9.1.1 of the Service Specification;
- b. be a member of an organisation, including any membership required under clause 7.1.1 or 8.1.1 of Schedule 3; or
- c. have a particular plan, policy or procedure, including any plan, policy or procedure required under clause 5.2, 8.1, 9.1 or 11.1 of Schedule 3,
- d. employ or engage a person with a particular qualification, including a Medical Director,

if the requirement is fulfilled by the relevant Approved Subcontractor of the relevant Services.

4.5 Change in control

- 4.5.1 If at any time there is a change in the shareholding or ownership of the Provider or an Approved Subcontractor that alters the effective control of the Provider or the Approved Subcontractor (as applicable) (other than where the Provider or Approved Subcontractor is a company whose shares are listed on any recognised Stock Exchange) without the Provider obtaining the Purchasers' prior written approval to the change, then the Purchasers may, within 15 Working Days of receiving notice of the change, give to the Provider notice of breach pursuant to clause 13.1.

5 Responsibilities of the Parties

5.1 Provider to provide Services

5.1.1 The Provider agrees to:

- a. provide the Services in accordance with the provisions of this Agreement;
- b. ensure that it uses the Service Payments in accordance with this Agreement;
- c. advise the Purchasers immediately if an Insolvency Event occurs in respect of the Provider or on the bankruptcy or liquidation of the Provider;
- d. advise the Purchasers immediately by telephone call to NASO in the event of an Operational Concern to ensure the continued provision of the Services (whether by the Provider or another provider if deemed necessary by NASO).

5.2 Provider Service change requests

5.2.1 Subject to clause 8.1.1 of this Schedule, if the Provider proposes to make any change to the Services, which may have one or more of the effects described in clause 5.2.2 of this Schedule, the Provider must consult with NASO as early as possible, but no later than the date that is 60 Working Days before the proposed change is expected to take effect, so that the Parties can discuss the significance of, and timeframes for, the change, and whether the change is of a nature which, under this Agreement, requires written approval from the Purchasers. NASO shall deal with all Provider notified proposed changes to the Services expeditiously and respond to such notices no later than 10 Working Days following receipt of the same from the Provider.

5.2.2 Clause 5.2.1 of this Schedule applies to the following changes (excluding Initiatives, the process for which is in Schedule 7):

- a. a change that would require an amendment to this Agreement (including but not limited to a Service Specification);
- b. a change that would otherwise be prohibited under clause 20.1 of this Schedule;
- c. a change that is likely to materially alter a Service User's experience of the Service or other health services;
- d. a change that relates to the Provider's funding requirements; and
- e. a change that is likely to materially impact Service delivery and demand for other ambulance and health services.

5.3 Request for additional services

5.3.1 The Purchasers may from time to time request the provision of additional services or the extra provision of existing Services. This request, if accepted by the Provider, will be governed by the terms of this Agreement unless otherwise agreed, and may (at the Purchasers' option) be

treated as a request for an Initiative to which the process in Schedule 7 applies.

5.3.2 All additional Services will, subject to agreement by the parties, be implemented by way of a written variation to this Agreement duly executed by both parties.

5.4 The Purchasers to pay for Services

5.4.1 The Purchasers agree to:

- a. pay the Provider for the Services as required by this Agreement and in accordance with and subject to the provisions of this Agreement;
- b. comply with all Law applicable to them.

5.5 Good faith

5.5.1 The Parties agree to act in good faith and consult with each other whenever and as often as may be appropriate on matters affecting their respective obligations.

5.6 Statutory obligations

5.6.1 Nothing in this Agreement shall affect the statutory obligations of either Party to Service Users or shall bind either Party to do or refrain from doing anything in a manner that is not consistent with the Law.

6 Information and confidentiality

6.1 General

6.1.1 All matters relating to this Agreement and all information acquired or received by either Party in the course of providing the Services under this Agreement shall be held confidential and shall not be used for any other purpose or disclosed in any way to any other person without the prior written approval of the Party which provided the information. However, a Purchaser may disclose such information provided to it by the Provider to the following persons and entities to the extent reasonably required for the proper administration of government:

- a. the Ministry of Health
- b. other departments (as defined in the Public Service Act 2020);
- c. departmental agencies (as defined in the Public Service Act 2020);
- d. Crown entities (as defined in the Crown Entities Act 2004);
- e. Te Aka Whai Ora/Māori Health Authority;
- f. Ministers of the Crown; and
- g. Parliamentary committees (including Parliamentary questions),

provided that:

- h. the Purchaser must use reasonable endeavours to preserve the confidentiality of the disclosed information in the hands of the person or entity to whom it is disclosed; and
- i. if it is not reasonably practicable to preserve the confidentiality of the disclosed information (for example because the Purchaser intends to disclose the information at a public select committee hearing) the Purchaser must first notify the Provider about the information the Purchaser intends to disclose.

6.2 No breach

6.2.1 Disclosure of information shall not be a breach of clause 6.1 when:

- a. the information has become generally available to the public other than as a result of unauthorised disclosure by a Party;

- b. a Party is required to disclose the same pursuant to the Official Information Act 1982 or any other Law;
- c. it is necessary and reasonable for the Purchasers to disclose certain information (such as the name of the Provider) to ensure the efficient and uninterrupted operation of this Agreement;
- d. it is reasonable for the Provider to disclose information about missions for the purpose of publicity and fundraising, subject to the Provider complying with clause 7
- e. the disclosure is authorised by an exception under the Health Information Privacy Code 2020 or Privacy Act 2020; or
- f. provided for in this Agreement.

6.3 High profile issues

- 6.3.1 The Provider will immediately advise the Purchasers if it becomes aware of any issue relating to the provision or non-provision of the Services, or the operation of this Agreement, which, in the Provider's opinion, has or may have media or public interest.
- 6.3.2 Neither Party will make or issue to the media or any member of the public any oral or written statement or comment concerning the existence or subject matter of this Agreement, the Services, a Service User, the Service User's care or the operation of this Agreement, without prior consultation with the other Party.
- 6.3.3 Each Party will promptly advise the other if it is required to provide information to a Service User, professional disciplinary body or other person under the Official Information Act 1982, the Code of Health and Disability Services Consumers' Rights or other legislation; or is the subject of a complaint, concerning a Service User, the Service User's treatment or the operation of this Agreement.

7 Personal and confidential information will be kept private and secure

7.1 Protection of personal information

- 7.1.1 The Provider will comply with the Privacy Act 2020 and the Health Information Privacy Code 2020 including:
 - a. ensuring that any personal or health information the Provider holds about a Service User is protected by reasonable security safeguards against loss or unauthorised access, use, modification or disclosure;
 - b. appointing a Privacy Officer;
 - c. unless an exception specified in the Privacy Act 2020 applies, notifying the Privacy Commissioner and affected individuals, as soon as practicable after becoming aware that a notifiable privacy breach (as defined in section 112 of the Privacy Act 2020) has occurred; and
 - d. having a privacy policy which complies with the Privacy Act 2020 and the Health Information Privacy Code 2020.
- 7.1.2 The Providers will advise NASO promptly if there is a notifiable privacy breach (as defined in section 112 of the Privacy Act 2020) involving information about a Service User, work with NASO to resolve the breach, and consult with NASO before dealing with the media in relation to the breach.
- 7.1.3 The Provider agrees that the Purchasers may assess its privacy policy and practice as it relates to a Service User's information. The Provider will cooperate with any privacy assessment including an assessment that extends to the Provider's information technology systems' compliance the requirements of this clause 7, including completing self-assessments on request.

7.2 Obligation to inform staff

- 7.2.1 The Provider will ensure that its employees, agents, Approved Sub-contractors, successors, and permitted assignee:
- a. are aware of the obligations to protect personal and health information and confidential information in this Agreement
 - b. do not use or disclose any of the Purchasers' confidential information or any Service User's personal or health information, except as allowed by this Agreement.

8 Variation of agreement

8.1 Variations by agreement

- 8.1.1 Unless the Parties agree otherwise in writing, no variation of the Services or this Agreement shall be effective unless it is made pursuant to clause 5.3, 8.2 or 8.3 of this Schedule 2, clause 7 of Schedule 6 (relating to the Annual Service Payments Review), or Schedule 7 (relating to Initiatives).

8.2 Variation procedure

- 8.2.1 After reasonable consultation with the Provider, the Purchasers may at any time give notice to the Provider that the provisions of any one or more of the Parts of, or Schedules or Service Specifications, to this Agreement (excluding prices) are amended or added to with effect from a date stated in the notice, and this Agreement shall be deemed varied accordingly with effect from that date, provided that notice may not be given if this would have the effect of reducing the prices payable under this Agreement, or require the Provider to provide additional services described in clause 5.3 of this Agreement or implement an Initiative.
- 8.2.2 The Provider may claim any additional costs from the Purchasers that it can show that it will suffer from the effective date of the variation that is specified in the notice as a result of the variation under clause 8.2.1 of this Schedule, and upon obtaining the Purchasers' written agreement (such agreement not to be unreasonably withheld or delayed, with the Purchasers required to respond to a written request for additional costs no later than 10 Working Days following receipt of the same from the Provider), the Purchasers shall be liable to pay such additional costs to the Provider. If the parties are unable to agree to any Provider claim for additional costs made under this clause within 20 Working Days of the Purchaser's receipt of such claim, then either Party may refer the matter for resolution under clause 16 of this Schedule.

8.3 Variations to give effect to government policy changes

- 8.3.1 Notwithstanding clause 8.2, where a change in Law has the effect of requiring the Services or this Agreement to be varied in any respect:
- a. either Party may notify the other Party of the variation and the reason for it;
 - b. this Agreement shall be deemed varied accordingly from the date stated in the notice; and
 - c. the Provider may claim any material additional costs from the Purchasers that it can show it will suffer as a result of the variation under clause 8.3.1 of this Schedule (provided it shall also be required to show that the such change in Law or ministerial directive came into effect after the date of this Agreement and was not a change that the Providers included in their pricing submission to the Purchasers), and upon obtaining the Purchasers' written agreement (such agreement not to be unreasonably withheld or delayed, with the Purchasers required to respond to a written request for additional costs no later than 10 Working Days following receipt of the same from the Provider), the Purchasers shall be liable to pay such material additional costs to the Provider (subject to clause 6.3 of Schedule 6). If the Parties

are unable to agree to any Provider claim for material additional costs made under this clause within 20 Working Days of the Purchaser's receipt of such claim, then either Party may refer the matter for resolution under clause 16 of this Schedule.

9 Inability to deliver the Services

9.1 Prevented performance

- 9.1.1 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 notify the Purchasers of the extent to which the Provider is or will be prevented from providing those Services and the reasons for that inability.
- 9.1.2 Without limiting any right of either Party under this Agreement, both Parties will then discuss the reasons why the Provider is or will be prevented from performing those Services and both Parties will seek to reach agreement about changes to the Provider's levels of Service provision by way of an amendment to this Agreement in accordance with clause 8.2.

9.2 Temporary Inability to Provide the Service under the Agreement

- 9.2.1 Where the Provider believes that it can temporarily only provide part of any of the Services described in this Agreement, to the extent that this Agreement requires, namely a partial loss of service, the Provider must:
- a. Immediately notify the National Air Desk and NASO, in all instances of partial loss of Service, and where the partial loss of Service is expected to last longer than 24 hours:
 - i. on the extent of partial loss of Service;
 - ii. reasons for the partial loss of Service; and
 - iii. the expected time for return to full Service capability.
 - b. Use best endeavours to remedy the partial loss of Service and ensure that it is kept to the shortest practicable period of time.
- 9.2.2 The Provider must notify the National Air Desk and NASO in writing of the date and time of return to full Service, and, if applicable, any recommended changes to the Service to prevent the possible reoccurrence of the partial loss of Service. Any changes to the Service will be implemented in accordance with the variation provisions set out in clause 8.2.

10 Circumstances beyond control

10.1 Suspension of obligations

- 10.1.1 Neither Party shall be liable for failure to perform nor delay in performing this Agreement to the extent that the cause of such failure or delay is beyond that Party's reasonable control (this does not include lack of funds) when notice claiming suspension of the Party's obligations is given under clause 10.2.

10.2 Notice claiming suspension

- 10.2.1 A Party claiming suspension of its obligations shall as soon as is reasonably practicable and in any event, within three Working Days after the Party becomes aware of the cause and its supervening effects in respect of which suspension of its obligations is claimed, give notice of the cause, furnish all available information detailing the cause and give an estimate of the period of time required to remedy the cause (if such remedy is deemed practicable), to the other Party (and in the case of the Provider, to NASO).

10.3 Period of suspension

- 10.3.1 Any suspension of the obligations of a Party shall be limited to the period during which the cause falling within clause 10.1 continues to exist.

11 Not Used

12 Insolvency

12.1 Immediate termination without prior notice

- 12.1.1 This Agreement and all the Services shall end immediately (without any requirement for prior notice) by reason of a deemed breach of this Agreement by the Provider on the liquidation of the Provider. (This shall not apply, however, in the case of a liquidation of the Provider for the purpose of reconstruction or amalgamation where the terms have been approved by the Purchasers).
- 12.1.2 The date the Provider is adjudicated bankrupt or the date of appointment of a liquidator in respect of the Provider is the date upon which this Agreement and all the Services shall end (the relevant date being the 'Date of Termination').

12.2 Immediate termination on notice

- 12.2.1 If an Insolvency Event has occurred in respect of the Provider and if, at any time thereafter, the Purchasers give notice to the Provider of termination of this Agreement and all of the Services, this Agreement and all the Services shall end immediately by reason of a deemed breach of this Agreement by the Provider.
- 12.2.2 The date a notice given by the Purchasers in accordance with clause 12.2 is received by the Provider is the date upon which this Agreement and all the Services shall end (the relevant date being the 'Date of Termination').

12.3 Appointment of a Temporary Manager

- 12.3.1 Where a Pre-Insolvency Event has occurred, the Purchasers may appoint a person who is appropriately qualified and experienced to take over management of the provision of the Services ("Temporary Manager") in substitution for the Provider and on the Provider's behalf with immediate effect.
- 12.3.2 Where a Temporary Manager is appointed under clause 12.3.1 the Provider must:
- a. allow the Temporary Manager access to the Provider's facilities;
 - b. ensure that the Temporary Manager is able to carry out their duties without disturbance or disruption; and
 - c. comply with any direction or instruction given by the Temporary Manager.
- 12.3.3 The Provider will be liable for the reasonable costs of the Temporary Manager managing the provision of the Services.
- 12.3.4 The Provider must indemnify the Purchasers and the Temporary Manager for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) arising from actions taken by the Temporary Manager, except costs arising from the negligence or fraud of the Temporary Manager.
- 12.3.5 The Provider may initiate a dispute in respect of any action taken by the Purchasers under this clause, but the Purchasers are not required to delay or suspend any such action under this clause while dispute resolution is proceeding.

13 Termination for breach

13.1 Notice of breach

- 13.1.1 If either Party has breached any provision of this Agreement, the non-breaching Party may give notice to the other specifying the breach and giving the breaching Party 20 Working Days for the breach to cease and/or to remedy the breach if it is capable of remedy.
- 13.1.2 If the breach has not ceased or if the breach being capable of remedy has not been remedied within the period of 20 Working Days, then the Party which gave the notice may forward to the

breaching Party a notice of termination of this Agreement and all of the Services.

- 13.1.3 The Purchasers may deduct any amount to which they are entitled as a result of the Provider being found to have breached this Agreement and therefore has been funded for Services which the Purchasers have no legal entitlement to pay from moneys otherwise payable to the Provider.

13.2 Date of Termination

- 13.2.1 This Agreement and all the Services shall terminate on the date of receipt by the other Party of the notice of termination given under clause 12.2.2 or 13.1.2 or any later date specified for that purpose in the notice (the relevant date being the 'Date of Termination').

14 Consequences of termination or expiry

14.1 Release from Date of Termination or Date of Expiry

- 14.1.1 From the Date of Termination for a particular Service or from the Date of Expiry of a particular Service, the Provider is released from the obligation to further provide the Service described in that Service Specification, and the Purchasers are released from the obligation to pay for such Service(s) provided after that date.

14.2 Termination or expiry without prejudice to rights

- 14.2.1 Termination or expiry of this Agreement shall be without prejudice to the rights, other remedies and obligations of either Party under this Agreement or under the Law which may have arisen before or on the Date of Termination or the Date of Expiry, and such rights, other remedies and obligations continue to have effect and may be enforced after the relevant date. Termination shall also be without prejudice to any other rights or remedies of the Party who gave the notice of termination. The Purchasers may deduct any amount to which they are entitled as a result of the Provider being found to have breached this Agreement and therefore has been funded for services which the Purchasers have no legal entitlement to pay from moneys otherwise payable to the Provider.

14.3 Survival

- 14.3.1 Clauses 1.1, 1.2, 2, 3.1, 3.4 to 3.7, 4.4, 5.4, 6, 7, 10.1, 14.1, 14.2, 14.3, 15, 16, 17, 22, 23, 24 and 29 of this Schedule 2 will survive the termination or expiry of this Agreement.

14.4 Partial Termination

14.4.1 If:

- a. there is more than one Service Specification under this Agreement; and
- b. a Service Specification states that it may be terminated or expire independently of the other Service Specifications and this Agreement,

then clauses 14.2 and 14.3 will apply if that Service Specification is terminated or expires independently as if the references in those clauses to this Agreement being terminated or expiring were references to the Service Specification being terminated or expiring.

14.5 Transition Process

- 14.5.1 As soon as reasonably practicable after a Party gives notice of termination, or otherwise 12 months prior to the expiry of this Agreement (to the extent the Provider is not being reappointed to provide substantially the same Services), the Parties agree to meet to formulate a transition plan to facilitate the transfer of the Services to the new provider or the Purchasers (Transition Plan).
- 14.5.2 The Transition Plan shall take account of the transition principles attached in Appendix 13 and shall include a project plan for the transition process.

14.5.3 Without limiting the Transition Plan:

- a. The Provider acknowledges that the Purchasers must be able to maintain continuity of the Services upon notice of the termination or expiry of this Agreement, until the date of termination or expiry (Transition Period).
- b. The Provider agrees to cooperate fully to ensure that any handover of the Services to another provider or to the Purchasers itself is conducted smoothly and professionally. The Purchasers acknowledge that in complying with this clause, the Provider is not required to provide access to or disclose or make available its know-how, techniques, intellectual property rights or information that is confidential to the Provider and is not required to divest any assets (including the benefit of any contracts to which it is a Party).
- c. The Provider will provide the Services until such time as this Agreement is terminated or expires in accordance with its terms unless the Parties otherwise agree in writing.
- d. The Purchasers shall use reasonable endeavours to support the Provider in retaining its key staff throughout the Transition Period, if necessary, by covering the Provider's reasonable costs of retention.
- e. The Purchasers acknowledge that, subject to the activities developed and detailed in the Transition Plan, additional resources and/or associated costs may be required to comply with this clause and the terms of the Transition Plan. Apportionment of responsibilities, resources and cost allocation will be agreed by the Parties in developing the Transition Plan.

15 Indemnity and limitation of liability

15.1 The Provider agrees to indemnify the Purchasers

15.1.1 Subject to clause 15.2, the Provider agrees to indemnify the Purchasers and their respective officers, employees and agents ('those indemnified') from and against:

- a. any:
 - i. loss or liability incurred by the Purchasers (but excluding indirect or consequential losses);
 - ii. loss of or damage to property of the Purchasers (but excluding indirect or consequential losses); and
 - iii. loss (but excluding indirect or consequential losses) or reasonable expense incurred by the Purchasers in dealing with any claim against it including legal reasonable costs and expenses on a solicitor/own client basis and the reasonable cost of time spent, resources used, or disbursements paid by the Purchasers.
- b. arising from either:
 - i. any act or omission by the Provider, its officers, employees, agents or subcontractors in connection with this Agreement, where there was fault (including, without limitation, any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense; and
 - ii. any breach by the Provider of its obligations or warranties under this Agreement.

15.1.2 The right of the Purchasers and their respective officers, employees and agents to be indemnified under this clause 15:

- a. is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
- b. does not entitle the Purchasers and their respective officers, employees and agents to be compensated in excess of the amount of the relevant loss, damage,

expense or liability.

15.2 Limitation of liability

- 15.2.1 The Provider's maximum liability in any Contract Period in respect of all claims in connection with this Agreement in contract, tort (including negligence) or otherwise arising in respect of that Contract Period, shall be limited to the Fixed Service Component payable for that same Contract Period.
- 15.2.2 The Provider's liability to the Purchasers in respect of a claim in connection with this Agreement will be reduced proportionately to the extent that any act or omission of the Purchasers contributed to the relevant liability, loss or damage, or loss or expense.

16 Disputes

16.1 Endeavour to agree

- 16.1.1 If a dispute arises in any way related to this Agreement (other than any renewal of it or the fixing of any prices upon any renewal), the Parties shall in good faith endeavour to resolve the dispute by agreement.

16.2 Senior Executives

- 16.2.1 If the dispute is not promptly resolved, either Party may by notice in writing to the other Party (Dispute Notice) refer the dispute for resolution jointly to the Senior Executives named in clause 3 of Schedule 1.

16.3 Mediation / arbitration

- 16.3.1 If the dispute is unable to be resolved by agreement by Senior Executives within 20 Working Days after the date of the Dispute Notice, either Party may, by notice in writing to the other Party, request that the dispute be referred to mediation. The cost of the mediator will be shared equally between the Parties (50% paid by the Purchasers and 50% by the Provider). If the other Party does not wish the dispute to be referred to mediation or if it is not possible to agree on a mediator within 10 Working Days or to resolve the dispute through mediation, either Party may refer the dispute for determination by arbitration of a single arbitrator (to be appointed by the President of the New Zealand Law Society if not agreed within 10 Working Days of reference) under the Arbitration Act 1996.

16.4 Injunctive relief

- 16.4.1 Notwithstanding clause 16.3, the Provider agrees that it may be impossible to measure in money the damage that would be suffered if the Provider fails to comply with any of the obligations imposed on it and that in the event of any such failure, the Purchasers will be irreparably damaged and will not have an adequate remedy at law. The Purchasers shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, the Provider shall not raise the defence that there is an adequate remedy at law.

16.5 The Parties to continue to comply with the Agreement

- 16.5.1 Notwithstanding the existence of a dispute, the Parties shall continue to fully comply with their obligations under this Agreement in accordance with and subject to its provisions.

17 Notices

17.1 Sending

- 17.1.1 All notices and other communications provided for or permitted under this Agreement shall

be sent by email, mail with postage prepaid or by hand delivery, as shown on the relevant addresses set out in Schedule 1: Quick Reference Information, clause 2 or to such other address or person as that Party may specify by notice in writing to the others.

17.2 Deemed time of giving

17.2.1 All such notices or communications shall be deemed to have been duly given or made:

- a. on delivery when delivered by hand or on behalf of the sender;
- b. if sent by email, in accordance with section 214 of the Contract and Commercial Law Act 2017.

17.3 Deemed time (delivery or email)

17.3.1 Delivery by hand or transmission by email prior to 5.00 pm on a Working Day shall be deemed effected on the date of delivery or transmission, and delivery or transmission after 5.00 pm shall be deemed effected on the next Working Day.

18 Conflicts of interest / financial incentives

18.1 Identification and management of conflicts

18.1.1 The Provider will at all times during the Term of each relevant Service Specification use its reasonable endeavours to ensure that no action is taken by itself, its personnel and sub-contractors which could or might result in or give rise to the existence of conditions prejudicial to or in conflict with the interests of the Purchasers if such action touches upon or relates to this Agreement or the delivery of the Services.

18.1.2 If the Provider has a financial interest in an entity supplying, procuring, or manufacturing products or services comprised in the Services, the Provider shall ensure that those products or services are provided on arms' length, reasonable, market-based terms and conditions, and not utilised in providing, nor comprise, the Services described in the Service Specifications, without prior written approval from the Purchasers. For the avoidance of doubt, at the Date of Commencement, the Purchasers are aware of the Provider's and the Provider's owners' interests in the Approved Subcontractors set out in Appendix 2 of this Agreement.

18.1.3 Where in order to provide the Services, the Provider procures products or services, the Provider shall not accept or receive (or permit any person associated with the Provider to accept or receive) any incentive or reward for providing those products or services, whether by way of any gift, voucher, cash, trip or travel, merchandise or equipment or any discount, rebate or credit towards such items or in any other form whatsoever.

18.1.4 The Provider shall under no circumstances accept or receive (or permit any person associated with the Provider to accept or receive) any incentive or reward conditional upon based on, or linked to the recommendation or procurement of, any products or services used in providing or comprising the Services.

19 Part charging

19.1.1 Unless otherwise specified in this Agreement, the price for each Service is the entire amount chargeable in relation to that Service, and no additional amount may be charged to the Purchasers, any Service User or other person (whether by way of co-payment or part-charge or otherwise) for that Service.

19.1.2 Notwithstanding clause 19.1.1, the Service only commences where the service is within the scope of this Agreement. For the avoidance of doubt, where a mission is tasked by a third party (for example Maritime New Zealand) but results in a Service, then HNZ and ACC will only pay for that part of the mission that results in a Service.

20 Costing and volume shifting

20.1 Prohibited actions

20.1.1 The Provider must not:

- a. make any change to the Services that may require a variation to this Agreement (unless the variation is signed in writing by the Parties);
- b. make any other change to the Services that may have a material impact of increasing costs to another provider, may have a material adverse impact on a relevant part of the health sector, or may materially adversely impact the Provider's ability to deliver the Services, without first consulting NASO on that policy, and taking into account any written feedback provided by NASO;
- c. task other agencies without getting enough detail in the case notes to enable invoicing to the appropriate agency for the job;
- d. be party to any arrangement which results in the Purchasers effectively having to pay more than once for the supply of the same Services or any component of them;
- e. act in such a way that shifts volumes relating to Services being provided separately by the Provider where such volumes have been specifically related to that Service;
- f. engage in practices which encourage Service Users to call 111 when they are unlikely to need the Emergency Ambulance Service.

21 Other arrangements

21.1 No prejudicial arrangements

- 21.1.1 The Provider agrees that the Services set out in this Agreement takes precedence over any other service (including Third Party Work) that the Provider may be engaged to carry out from time to time. The Provider must therefore not enter into any other contract or arrangement which might take precedence or prejudice its ability to meet its obligations under this Agreement.
- 21.1.2 The Provider will advise NASO as and when it enters into a separate agreement with those parties set out in Part 2, Service Specifications, clause 7 for the purposes of providing other services.
- 21.1.3 NASO acknowledges the Provider may be tasked to provide other services (including Third Party Work) that, from time to time, may be in conflict with the Services. The Provider must, to the maximum possible extent, divert from other services or Third Party Work and provide the Services under this Agreement as instructed by the National Air Desk. The National Air Desk will be solely responsible for the coordination of all diverted services with the affected party.

22 Extension or renewal

22.1 No entitlement to extension or renewal

- 22.1.1 Unless otherwise stated in this Agreement, nothing in this Agreement shall be taken or read as expressly or impliedly warranting that the Provider is entitled to an extension or renewal of any Service Specification comprised in this Agreement at any time, or to any further agreement with the Purchasers in respect of any or all the Services described in the Service Specifications. The Provider shall not have any claim against the Purchasers for any costs or expenses incurred in anticipation of a further agreement or that any or all the Services or the Service Specifications will be extended or renewed, or for any anticipated income, profits or other sums whatsoever.

23 Multiple providers

23.1 Liability joint and several

23.1.1 If this Agreement is signed by more than one provider, the liability of all providers under this Agreement shall be joint and several.

24 Waiver

24.1 No implied waivers

24.1.1 No failure or delay on the part of either Party to exercise any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise or the exercise of any other right or power or privilege whether arising under Law or this Agreement.

25 Māori participation and cultural requirements

25.1 Māori participation

25.1.1 The Provider will have strategies and policies to ensure Māori participation is integrated at all levels of the Provider's organisation, which will include:

- a. consultation with, and involvement of, Māori (including the Māori Health Authority) in the Provider's strategic, operational and service processes
- b. monitoring whether Māori needs are being met by the Provider
- c. reducing inequity of Services, to include identifying and removing barriers to accessing Services
- d. integration of (which includes education and training of staff in) Māori values and beliefs, cultural practices, and the requirements of any Māori Health strategy, and the health sector principles set out in the Pae Ora (Healthy Futures) Act 2022
- e. support and develop a Māori workforce and monitor how well Māori staff reflect the Service User population.

25.2 Cultural requirements

25.2.1 The Provider will have strategies and policies that describes how Services will be delivered that are culturally appropriate and competent, which will:

- a. take into account the particular cultural needs of the Service User and their whānau or family, to ensure Services are safe and appropriate
- b. demonstrate how the Provider will cultivate appropriate organisational and community linkages to inform the Provider's cultural competency development
- c. demonstrate that the Provider understands the boundaries of its cultural competencies and how the Provider will seek advice and support when this is required
- d. demonstrate how the Provider will achieve and ensure its workforce reflects the cultural needs of Service Users and is reflective of the Service User population.

26 Health and safety

26.1 Ensuring health and safety

26.1.1 In performing its obligations under this Agreement, the Provider must:

- a. comply with all relevant health and safety legislation, including the Health and Safety at Work Act 2015;
- b. so far as is reasonably practicable, ensure the health and safety of:

- i. the Purchasers' and the Provider's workers (as defined by the Health and Safety at Work Act 2015);
 - ii. Service Users;
 - iii. any others who may be put at risk by the Services.
- c. so far as is reasonably practicable, ensure that no act or omission gives rise to, or is likely to give rise to, the issue of any notice or enforcement action under any health and safety legislation (including the Health and Safety at Work Act 2015) against the Purchasers or the Provider
- d. advise NASO in writing as soon as possible of:
- i. all notifiable events (as defined in the Health and Safety at Work Act 2015) relating to the Services;
 - ii. any contact by any regulatory agency in relation to any health, safety or environmental matter relating to the Services (unless the Provider is prohibited by Law from so advising NASO).
- e. comply with NASO's reasonable instructions in relation to any matter referred to in clause 26.1.1(d).

26.1.2 Without limiting this clause 26.1, and notwithstanding any minimum standards required under the Service Specifications in Part 2, the Provider acknowledges and agrees that it is responsible for managing the risks arising from the performance of the Services and that the Purchasers are reliant on the Provider's expertise and ability to influence and control the performance of the Services in this regard.

26.1.3 Both parties recognise the important role NASO plays on behalf of the Purchasers in ensuring so far as reasonably practicable the Provider's compliance with their health and safety obligations required under the Agreement. The Provider will comply with NASO's reasonable instructions in relation to it monitoring, auditing or verifying the Provider's compliance with its health and safety obligations under this Agreement.

26.2 Risk management plans

26.2.1 In addition to its obligations under clause 26.1, the Provider must maintain health and safety risk management plans relating to the delivery of Services that at a minimum:

- a. identify health and safety risks arising from the Services
- b. establish controls to eliminate or minimise those health and safety risks so far as reasonably practicable
- c. ensure all workplaces, 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
- d. describe the duties that overlap with other persons conducting a business or undertaking ('PCBUs' as defined by the Health and Safety at Work Act 2015) and 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

26.2.2 The Provider must perform pre-qualification checks to confirm sub-contractors and Service Providers have appropriate health and safety accreditation and plans in place that protect all workers or others who may be put at risk by the Services. The Provider must also ensure that it reviews those health and safety accreditation and plans at appropriate intervals. At a minimum, the Provider must ensure that it reviews the health and safety accreditation and plans of all sub-contractors and Service Providers on at least an annual basis.

26.3 Systems to report risks and events

26.3.1 The Provider will maintain systems to enable all workers (as defined by the Health and Safety at Work Act 2015) and all subcontractors and Service providers to report health,

safety and security events and risks relating to the Services to the Provider, and have procedures in place to manage events and risks reported including reporting to NASO in accordance with Schedule 5: Reporting and Key Performance Indicators, clause 6.1 and clause 7.2.1.

26.4 Supply of information about health and safety

At any time when requested by the Purchasers or NASO, the Provider will supply such information as is requested relating to the Provider's compliance with this clause 26.

26.5 Right of removal

26.5.1 The Provider must promptly remove from any site any employee or agent of the Provider (or employee or agent of any subcontractor of the Provider), performing the Services, as NASO may reasonably require.

26.6 Termination

26.6.1 Failure by the Provider to comply with any of its obligations contained in this clause 26 may constitute a material breach and entitle the Purchasers to terminate this Agreement and all of the Services in accordance with clause 13.

27 Not used

28 Coverage area

28.1 Contract relates to specified areas

28.1.1 The Provider is contracted to provide non-exclusive Services for the XXX Region from the bases in Table 3.

Table 3: XXX Region serviced from the following bases:

28.2 Coverage area is Non-Exclusive

28.2.1 There will be instances where the Services will cross coverage boundaries between regions to ensure the Service User's needs are met. This will, from time to time, result in other providers operating in the coverage area set out in Table 3 as well as the Provider operating in other contracted coverage areas.

28.2.2 Cross coverage area services will include collecting a Service User from an accident, incident or place of definitive care for transport to a place of definitive care or any other form of service deemed appropriate by the National Air Desk.

29 Governing Law

The laws of New Zealand shall govern this Agreement and, notwithstanding clause 16 of this Agreement, the Provider agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the Agreement.

30 Services for Injured Employees of Accredited Employers

30.1 Purchase of Services by Accredited Employers

30.1.1 The Provider agrees that Accredited Employers are permitted to purchase the Services for their Injured Employees and that the Provider will provide Services for those Injured Employees, subject to the provisions of clauses 30.2 to 30.6.

30.2 Information to and about Accredited Employers

30.2.1 ACC may, from time to time and for the purpose of facilitating purchase arrangements between the Provider and Accredited Employers, release information about the price of the Services and the payment terms under this Agreement to Accredited Employers, provided the Accredited Employer has first agreed in writing with ACC to keep that information confidential and to use it only for the purpose of purchasing Services.

30.2.2 ACC must provide the Provider with reasonable information about Accredited Employers to allow the Provider to invoice Accredited Employers under this clause 30 and enforce payment of those invoices.

30.3 Access

30.3.1 During the Term, the Provider will provide Services to Injured Employees of such Accredited Employers on the same terms and prices as specified in this Agreement (subject to any minor adjustments to this Agreement which may be necessary to give effect to this clause 30, and to any changes in those terms and prices subsequently agreed between the Provider and Accredited Employer) as if “ACC” in this Agreement was a reference to the particular Accredited Employer. For the purposes of this clause any Injured Employee of an Accredited Employer is deemed to be a Service User.

30.4 ACC not Liable for Purchasing by Accredited Employers

30.4.1 ACC’s role is to bring the Provider and Accredited Employers together. The Provider agrees that ACC and each Accredited Employer is only liable in respect of the individual purchases made by ACC or that Accredited Employer (as the case may be) and neither of them has any joint liability (except as provided in section 187(3) of the Accident Compensation Act 2001). Accordingly, all communications, invoicing and reporting about Injured Employees will go to the Accredited Employer of the Injured Employee or Injured Employees who receives the Services.

30.4.2 ACC will use reasonable endeavours to ensure each Accredited Employer complies with the terms of its Accreditation Agreement and section 187 of the Accident Compensation Act 2001 in respect of payments to the Provider for Services for the Accredited Employer’s Injured Employees.

30.4.3 This clause 30 does not affect the Purchasers’ obligation to pay the Provider the fixed component of the price under this Agreement.

30.5 Clause applies until ACC gives notice

30.5.1 This clause 30 applies until ACC gives notice that it no longer applies and instructs the Provider to invoice all Services for Injured Employees to ACC.

30.6 Terms used in this clause

30.6.1 In this clause 30:

- a. “Accreditation Agreement” has the meaning given to that term in section 181 of the Accident Compensation Act 2001;
- b. “Accredited Employer” has the meaning given to that term in section 181 of the Accident Compensation Act 2001; and
- c. “Injured Employee” means an employee of an Accredited Employer who is an

Eligible Person as defined in Schedule 9.

31 ACC Branding

31.1 Branding on Aircraft

31.1.1 The Provider and ACC shall collaborate together to place ACC branding on Provider Aircraft. The style, size and placement of the ACC branding shall be as agreed between the parties, and is subject to any restrictions in agreements between the Provider or its shareholders and existing sponsors.

31.1.2 ACC grants to the Provider a perpetual, non-exclusive and royalty-free license to apply the agreed ACC branding to the provider helicopters, in the manner agreed between the parties.

31.1.3 The costs of the ACC branding shall be paid by the Provider.

32 Counterparts

32.1 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute one and the same instrument.

33 Entire agreement

33.1 This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter and supersedes and cancels any previous agreement, understanding or arrangement whether written or oral.

PART 1- Schedule 3: Quality Standards

1 Introduction

1.1 Introduction to quality standards

- 1.1.1 These quality standards outline the requirements that the Provider must meet in providing all services described in this Agreement.

2 Written policies, procedures, guidelines or plans

2.1 Provision to Purchasers on request

- 2.1.1 Where a standard refers to the requirement for a written policy, procedure, guideline or plan, the Provider will provide the Purchasers with a copy on request.

3 All staff informed

3.1 Staff aware of standards

- 3.1.1 The Provider will ensure that its employees and sub-contractors are aware of their responsibilities under these organisational quality standards and relevant Service Specifications as they relate to the Services.

4 Philosophy

4.1 Provision of Services

- 4.1.1 The Provider will provide Services that:
- a. promote the concept of best practice as an ongoing provider quality assurance mechanism;
 - b. are necessary, appropriate, timely, of the required quality, and not excessive in number or duration;
 - c. comply with all relevant Law, including but not limited to: the Accident Compensation Act 2001; the Privacy Act 2020; the Health Information Privacy Code 2020; the Human Rights Act 1993; the Health and Disability (Safety) Act 2001; the Health and Disability Commissioner Act 1994 and with the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996; and the Pae Ora (Healthy Futures) Act 2022;
 - d. demonstrate a commitment to the principles of the Treaty of Waitangi and promoting the purchase of culturally appropriate services for Māori and other ethnic groups;
 - e. promote open communication, honesty and respect;
 - f. are accessible in a timely manner and promote the concepts of equity and fairness;
 - g. are organised and administered in a way that will provide an optimum service to Service Users in accordance with the service requirements outlined in this Agreement;
 - h. are Service User focused, and choices and Service User responsibilities will be clearly specified where appropriate;
 - i. comply with the Code of ACC Claimants' Rights.

5 Quality standards

5.1 Quality standards

5.1.1 The Purchasers are committed to purchasing Services from providers who can provide and demonstrate a quality service. To this end, the Provider will:

- a. ensure that all timeframe requirements in this Agreement that are described more particularly in the Service Specification for each Service in Part 2 are met;
- b. provide the Services in accordance with the clinical, ethical, and professional standards and guidelines specified in this Agreement and with the degree of professional skill, care, and diligence expected of an appropriately qualified person experienced in providing the same or similar services;
- c. ensure the time, cost and quality objectives of the Purchasers stipulated in this Agreement for each Service are met;
- d. advise NASO immediately if the Provider becomes aware of any matter which may change or delay the performance of the Services (the advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it); and
- e. when requested by the Purchasers or NASO, provide evidence that they have a system for ensuring continued compliance with the Health and Disability Services (Safety) Act 2001.

5.2 Quality systems

5.2.1 The Provider must have an established and comprehensive clinical governance framework within their organisation, and be able to demonstrate both the framework and its application to daily business, if requested by NASO.

5.2.2 The Provider is required to:

- a. have in place, and adhere to, current documented protocols, procedures, and policies for the management of the Services in this Agreement that are readily available for staff, including:
 - i. receiving and responding to complaints;
 - ii. systems to measure and monitor Service User experience;
 - iii. collection, privacy, and storage of information;
 - iv. roles and responsibilities of those providing the Services;
 - v. maintain a register of registered clinical personnel and verification of current annual practising certificate;
 - vi. systems for managing Adverse Events, in accordance with Health Quality and Safety Commission (HQSC) National Adverse Events Reporting Policy and guidance materials;
 - vii. culturally appropriate practices;
 - viii. rights and responsibilities of Service Users;
 - ix. compliance with relevant Law, ethical standards, and clinical procedures and guidelines;
- b. ensure that records and documentation are maintained in a manner that is current, detailed and organised and enables effective provision of Services;
- c. comply with all reasonable instructions and directions of the Purchasers.

5.3 Service providers

5.3.1 The Provider will:

- a. meet the requirements of standards outlined in Service Specification: Air Ambulance Helicopter Service, and Technical Specification: Helicopter;
- b. ensure the Services are performed by contractors and personnel who have the knowledge, qualifications, registrations, skill base and experience appropriate for the provision of the Services, and who have been trained and briefed appropriately to provide the Services;
- c. ensure that assistants, volunteers, and other support personnel receive adequate training to allow them to provide the Services safely, and will work only under the supervision and direction of appropriately qualified staff.

5.4 Facilities and equipment

5.4.1 The Provider shall use reasonable endeavours to procure that:

- a. all non-operational facilities shall be accessible to people with disabilities;
- b. the Services are provided from safe, well-maintained, hygienic facilities and Aircraft that are suitably designed and equipped for the Services;
- c. all equipment used in the Services shall be safe and maintained to comply with Law.

5.5 Interpreting services

5.5.1 Where Service Users require interpreting services in order to communicate adequately with Service providers, the Provider will ensure that such services will be supplied without additional cost to the Service User as part of the Services.

6 Information management

6.1 Standards

6.1.1 The Provider must collect, analyse, manage, share, and protect information to support the delivery of Services in this Agreement and improvement of health and social sectors.

6.1.2 To achieve these objectives, the Provider will:

- a. preserve and protect the safety, security, and confidentiality of the records;
- b. have in place appropriate back-up and disaster recovery procedures to protect against loss of information;
- c. ensure that all records kept by the Provider or its contracted providers are properly preserved and are able to be transferred;
- d. collect, and require its contracted providers to collect, and make available data to comply with any data sharing and reporting arrangements;
- e. ensure data integrity and timely and complete recording of clinical information;
- f. have information systems that support integrated health care;
- g. use comparative activity data to manage unexplained variation and enable performance improvement;
- h. manage and maintain information systems to meet the reporting requirements in this Agreement including requirements relating to collecting activity and performance data in accordance with:
 - i. Schedule 5: Reporting and Key Performance Indicators;
 - ii. the provision of disaggregated information about Māori, Pacific and other populations, as part of performance monitoring arrangements and wider accountability arrangements for improving health outcomes for all population groups;

- i. manage and maintain information systems to ensure that payments are timely and accurate;
- j. if requested by a Service User, provide the Service User with a record of their episode of care;
- k. share individual records in a timely manner with medical facilities or health professionals when transported or referred to a service by the Provider;
- l. comply with all relevant provisions of the National Minimum Data Set data dictionary, as appropriate (available on Ministry of Health website at www.health.govt.nz);
- m. comply with the provisions of the HISO 10029:2015 Health Information Security Framework (available on Ministry of Health website at www.health.govt.nz);
- n. ensure that its classifications of urban, rural, and remote are aligned with the latest census data available.

7 Compliance Requirements

7.1 Compliance Requirements

- 7.1.1 The Provider or its Approved Subcontractors must, to the extent applicable, hold up-to-date certification and membership as required to meet current:
- a. Civil Aviation Act 1990 and Civil Aviation Rules (CARs), and CAA (Civil Aviation Authority) Notices and Advisory Circulars;
 - b. New Zealand Standard Ambulance, Paramedicine, and Patient Transfer Services standard (in relation to Paramedics) (NZS 8156:2019) including but not limited to clinical governance and relevant legislation outlined in NZS 8156:2019 (and any updated version of that standard) or other sector standards;
 - c. Ambulance New Zealand and Aviation New Zealand Aeromedical/Air Rescue Service Standard¹;
 - d. International Organisation for Standardization 9001 (ISO 9001) 2015 (ISO 9001:2015) or equivalent;
 - e. Ambulance New Zealand membership requirements;
 - f. any other requirement of Law.

8 National Ambulance Sector Clinical Working Group

8.1 Membership

- 8.1.1 The Provider will be a participating member of the Emergency Ambulance Service sector's National Ambulance Sector Clinical Working Group whose purpose is to provide a consistent approach to all clinical issues across New Zealand Emergency Ambulance Service providers.
- 8.1.2 The Provider shall implement policies and procedures directly relating to clinical issues that have been promoted by the National Ambulance Sector Clinical Working Group.
- 8.1.3 The Provider shall have nationally consistent clinical procedures and guidelines, practice levels and delegated scopes of practice that are approved by the National Ambulance Sector Clinical Working Group.
- 8.1.4 If the Provider reasonably considers that the implementation of any new policy, procedure or guideline referred to in clause 8.1.2 or 8.1.3 will increase the Provider's cost or risk of providing the Services, clause 8.2 of Schedule 2 will apply as if the implementation of the policy, procedure or guideline were a change notified by the Purchasers under that clause 8.2.

¹ Refer to the most recent version published on the Ambulance New Zealand website <http://www.ambulancenz.co.nz/standards/>

9 Children's Act 2014

9.1 Child protection policy

- 9.1.1 In accordance with section 16 of the Children's Act 2014 the Provider will:
- a. have a child protection policy (in respect of the provision of children's services within the meaning of section 15 of the Children's Act 2014) that complies with section 19 of the Children's Act 2014;
 - b. review that policy every three years;
 - c. in accordance with best practice, post a copy of the child protection policy on its Internet site.

10 Clinical oversight

10.1 Appointment of a Temporary Clinical Manager

- 10.1.1 In the event of significant and systemic clinical failures that have been unable to be resolved through normal performance management processes, the Purchasers may appoint a person (or persons) who are appropriately qualified and experienced to take over clinical oversight of the provision of the clinical Services in substitution for the Provider and on the Provider's behalf with immediate effect (Temporary Clinical Manager).
- 10.1.2 Where a Temporary Clinical Manager is appointed under the above clause 10.1.1 the Provider must:
- a. allow the Temporary Clinical Manager access to the Provider's facilities;
 - b. ensure that the Temporary Clinical Manager is able to carry out their duties without disturbance or disruption;
 - c. comply with any direction or instruction given by the Temporary Clinical Manager.
- 10.1.3 The Provider will be liable for the reasonable costs of the Temporary Clinical Manager managing the provision of the Services.
- 10.1.4 The Provider must indemnify the Purchasers (including any Temporary Clinical Manager) for all claims, damages, penalties, or losses including reasonable costs (but excluding indirect or consequential losses) arising from actions taken by the Temporary Clinical Manager, except costs arising from the negligence or fraud of the Temporary Clinical Manager.
- 10.1.5 The Provider may initiate a dispute in respect of any action taken by the Purchasers under this clause, but the Purchasers are not required to delay or suspend any such action under this clause while dispute resolution is proceeding. If:
- a. the dispute is about whether there have been significant and systemic clinical failures entitling the Purchasers to appoint a Temporary Clinical Manager; and
 - b. the dispute is resolved in favour of the Provider,
- then neither clause 10.1.3 nor 10.1.4 will apply to the Temporary Clinical Manager.

11 Standing orders, authority to practise and health practitioner registration

11.1 Clinical procedures and guidelines

- 11.1.1 The Provider will ensure that it and its Subcontractors have current, nationally consistent Clinical Procedures and Guidelines (see clause 8.1.3) for its clinical personnel with an authority to practise.

11.2 Standing orders

- 11.2.1 The Provider must comply with the requirements of the Medicines (Standing Order) Regulations 2002 and any relevant dispensations, which requires clinical personnel to have a standing order to supply or administer various medicines (prescription, restricted, pharmacy only, some controlled drugs), unless they are a registered health practitioner and can independently administer the medicines listed in their practice level within their scope of practice.

11.3 Registered health practitioners

11.3.1 The Parties acknowledge that:

- a. the Paramedic scope of practice adopted by the Paramedic Council will define the Paramedic workforce
- b. the Provider's Paramedic workforce is required to register and hold an annual practising certificate (APC) to practise as a Paramedic.
- c. An authority to practise is granted to ambulance personnel by the Provider's Medical Director at one of the following practice levels, in order from highest qualified.
 - i. CCP
 - ii. ICP.
 - iii. Paramedic.
 - iv. Emergency Medical Technician.
 - v. First Responder / Emergency Medical Assistant.
- d. Each practice level has a delegated scope of practice that defines the medicines and procedures that Paramedics may administer or perform.

11.3.2 Obligations under the Health Practitioners Competence Assurance Act 2003 (HPCA Act), including anything required of the Paramedic workforce by the responsible authority, take precedence if there is any conflict between the terms of this Agreement and those obligations. For the avoidance of doubt, "scope of practice" has the meaning given in the HPCA Act and the Paramedic Council is the "responsible authority" for Paramedics (as "responsible authority" is defined in the HPCA Act).

PART 1 - Schedule 4: Monitoring and Evaluation

1 Meetings

- 1.1 Representatives from NASO (and the Purchasers, at their election) will meet quarterly, or more frequently as agreed, with the representative from the Provider to review and discuss the Provider's performance.
- 1.2 At least annually one of the quarterly meetings referred to in clause 1.1 will include a review of the operation of this Agreement and the provision of the Services during the previous Contract Period. The matters to be discussed include:
- a. the review of Service Payments under clause 7 of Schedule 6;
 - b. the Provider's performance against the performance requirements in this Agreement; and
 - c. any changes to those performance requirements that may be appropriate for subsequent years of this Agreement.

If there are any changes to this Agreement arising from an annual review, clause 8.2 of Schedule 2 will apply as if the changes were notified by the Purchasers under that clause 8.2 (except that clause 8.2.2 of Schedule 2 shall not apply to the review of Service Payments under clause 7 of Schedule 6).

2 Service evaluation and audit provisions

2.1 The Purchasers' right to evaluate and audit

- 2.1.1 As part of the on-going management of this Agreement, the Purchasers may, subject to clauses 2.5 and 2.7, evaluate or audit the provision of the Services by the Provider. This is part of the evaluation or audit requirements of the Purchasers and contributes towards Purchaser reporting. The purpose of such evaluation or audit is to monitor progress and quality of delivery of Services and financial sustainability under this Agreement in terms of results against expected performance.
- 2.1.2 The Purchasers shall have the general right under this Agreement, in addition to any evaluation or audit rights expressed elsewhere in it and subject to clauses 2.5 and 2.7, to undertake clinical and operational evaluations or audits of the Services and the Standards and compliance with this Agreement.

2.2 Scope of evaluation or audit

- 2.2.1 The Provider will have an opportunity to provide input on the scope of the evaluation or audit where the Purchasers' views or input would be appropriate. This input will not unreasonably delay the execution of the evaluation or audit.
- 2.2.2 The evaluation or audit undertaken by the Purchasers may include (but shall not be restricted to):
- a. financial position, including annual budgets, previous audits on financial position, and long term forecasts;
 - b. the processes outlined in this Agreement and used in the ongoing management of the Services;
 - c. the prices of the Services provided in relation to the outcomes;
 - d. the Provider's compliance with the health and safety obligations in this Agreement and in the Provider's health and safety policies and procedures;
 - e. satisfaction of any referrer with the Provider and the quality of the Services;
 - f. satisfaction of Service Users with the Provider;
 - g. any other matters reasonably considered to be relevant by the Purchasers.

2.3 **Appointed person**

- 2.3.1 An appropriately qualified person may be appointed and retained by the Purchasers to conduct an evaluation or audit of the Provider. Prior to making the appointment, the Purchasers will consult with the Provider as to the suitability of the appointee to conduct the evaluation or audit. In conducting such evaluations the appointee may (subject to the rights of Service Users or other persons receiving Services) attend the provision of Services, talk with Service Users and any of the service providers.

2.4 **Notice**

- 2.4.1 The Purchasers shall give the Provider at least 10 Working Days' notice of intention to conduct an evaluation or audit. If the Purchasers consider that delay will unnecessarily prejudice the interests of any person, the Purchasers may give notice of intention to carry out any evaluation or audit within a shorter time period.

2.5 **Cost**

- 2.5.1 The provision and initial cost of this evaluation or audit is the responsibility of the Purchasers. However, if the evaluation or audit demonstrates that the Provider is not complying with the service requirements contained in this Agreement or that any reports provided to the Purchasers pursuant to this Agreement are not valid, and the Provider does not improve their service standards to the level required by the Purchasers within the time directed by the Purchasers (acting reasonably), then any further evaluations or audits which are required in relation to the same performance issues may, at the Purchasers' discretion, become the cost of the Provider.

2.6 **Access to records and premises**

- 2.6.1 Subject to observance of the requirements of the Law, the Provider will (and will ensure every one of its subcontractors will) allow the Purchasers and their representatives access to those records and premises of the Provider and any relevant subcontractor retained by the Provider which are necessary for the purposes of evaluation or audit of quality, service delivery, performance requirements, organisational quality standards or information standards and organisational reporting requirements as detailed in any part of this Agreement. The Provider will (and will ensure every one of its subcontractors will) provide the Purchasers with every reasonable facility for and assistance in obtaining access for the purpose of such evaluations or audits.

2.7 **Restrictions on evaluations and audits**

- 2.7.1 The Purchasers must ensure that any evaluation or audit of the Services does not unreasonably interfere with the Provider's provision of the Services or any other services the provider or its subcontractors provide to third parties.

PART 1 - Schedule 5: Reporting and Key Performance Indicators

1 Purpose

- 1.1 The purpose of these contracted measures is to monitor the progress and quality of delivery of the Services in terms of results against expected performance.

2 Overview

- 2.1 Reporting on, and monitoring of, the Services and this Agreement is managed through the following mechanisms;

- Annual Letter of Expectation;
- Key Performance Indicator (KPI) reporting;
- Monthly, quarterly and annual reporting;
- Other reports as required.

2.2 Reporting overview

- 2.2.1 The Provider will provide reports electronically to NASO, using the appropriate template provided by NASO or in an agreed format where no template is provided. This information will be used to track and monitor trends over time. The Provider will utilise the narrative section of the reporting framework to highlight any changes and to provide additional information about why these trends are occurring.
- 2.2.2 The measures set out in Appendix 3 Reporting Requirements are to be collected by the Provider. Reports are to be provided using the appropriate template provided by NASO.
- 2.2.3 Monthly reports are due on the 10th of the month following the end of the reporting period.
- 2.2.4 Quarterly and annual (government year 1 July – 30 June) reports are due on the 20th of the month following the end of the reporting period.
- 2.2.5 NASO may at its discretion accept the data provided or use an alternative data source (e.g. ePRF, TracPlus or CAD).

2.3 The Provider to supply reports

- 2.3.1 NASO (and the Purchasers, at their election) will meet quarterly, or more frequently as agreed, with the Provider to review and discuss the reports received by NASO and any performance issues.
- 2.3.2 All reports that are provided to NASO will form the basis for quantitative measurement of performance of that Provider. Note that reporting about the Service will also be provided by the National Air Desk.
- 2.3.3 Prior to the regular performance monitoring meetings, the Provider will provide NASO with written commentary/explanations regarding:
- a. changing trends and exceptions identified in the reports;
 - b. regional/district performance issues;
 - c. activities planned and being undertaken to improve performance;
 - d. any significant issues or challenges experienced by the Provider in the previous quarter;
 - e. any financial risks, health and safety risks or other key risks from the Provider's risk register;
 - f. other requirements as set out in the annual Letter of Expectations.

2.4 Additions and deletions of reporting requirements

- 2.4.1 NASO may change the reporting regime set out in this Schedule and Appendix 3 through the annual Letter of Expectation to Providers.
- 2.4.2 NASO may change the reporting regime by:
- a. adding or removing a reporting requirement;
 - b. varying the reporting period.

3 Letter of Expectation

- 3.1 The Letter of Expectation is an annual directive to the Provider that:
- a. describes the Purchasers' strategic priorities, including alignment with:
 - i. New Zealand Ambulance Service Strategy 2008, including any updated New Zealand Ambulance Service Strategy developed by the Purchasers;
 - ii. the HNZ New Zealand Health Strategy;
 - iii. ACC's relevant Statement of Intent;
 - iv. ACC's relevant Health Sector Strategy and Whāia Te Tika Māori Strategy;
 - v. He Korowai Oranga – Māori Health Strategy;
 - b. states the Provider's performance requirements; (subject to clause 3.6 these requirements may be in addition to, or modify performance reporting requirements contained in this Agreement);
 - c. states the Provider's reporting requirements and frequency in accordance with HNZ and ACC requirements for both pre-hospital (emergency) and IHT components of the service;
 - d. may include Ministerial or government priorities, or regional requirements to which the air ambulance service might contribute.
- 3.1.2 Subject to clause 3.6, the Provider must comply with the Letter of Expectation's performance and reporting requirements.
- 3.1.3 The Purchasers will consult with the Provider in developing a Letter of Expectations but do not require the Provider's approval.
- 3.1.4 A Letter of Expectation will be provided for each government financial year. The Purchasers will give the Provider reasonable notice of the new Letter of Expectation.
- 3.1.5 Subject to clause 3.6, reports will be provided as set out in the annual Letter of Expectation and will include a mix of qualitative and quantitative measures.
- 3.1.6 If a Letter of Expectation contains performance or reporting requirements that the Provider reasonably considers will increase Provider's cost or risk of providing the Services, clause 8.2 of Schedule 2 will apply as if the Letter of Expectation were a change notified by the Purchasers under that clause 8.2.

4 KPI reporting

4.1 Format

KPIs will be in the format in the following table. The KPIs are set out in Appendix 3.

Key Performance Indicator – Name of the KPI	
Name	<i>Name of the KPI</i>
Description	<i>A description of what the KPI does and, at a high level, how it is measured and calculated</i>
Hours Measured	<i>The hours during which the KPI calculation is applied</i>

Key Performance Indicator – Name of the KPI	
KPI	<i>The level which the delivery performance of the Provider (calculation) must equal or exceed</i>
Measurement Methodology	
Calculation	<i>The algorithm for calculation of the level of performance of the KPI for the KPI reporting period</i>
Period of Calculation	<i>The period over which the performance of the KPI must be calculated in each report</i>
Measurement Unit	<i>The granularity with which the KPI performance must be measured and reported against</i>
Data Source of Measurement	<i>The data sources NASO will consider in order to provide an accurate measurement</i>
Measurement Responsibility	<i>Whether it is the responsibility of the Provider, NASO or a third party to measure (or collect the measurement of) and then calculate the KPI</i>
Reporting Frequency	<i>How frequently performance against this KPI should be reported (typically this is each calendar month unless specified otherwise in Appendix 3 (KPI reporting period))</i>

4.2 KPI Principles

- 4.2.1 The Provider's performance of the Services will be measured against the KPIs set out in Appendix 3.
- 4.2.2 The Provider acknowledges:
- 4.2.1 the emphasis of the KPI regime is on delivery of the Services to meet the Purchasers' requirements set out in this Agreement and on performance improvement where the Services does not meet the requirements;
- 4.2.2 KPIs apply from the Start Date;
- 4.2.3 the KPIs will be reviewed and amended throughout the Term of this Agreement to keep pace with the changing business environment through the annual Letter of Expectation.

4.3 KPI reporting requirements

- 4.3.1 In accordance with the reporting frequency specified for every KPI, the Provider must report to NASO information relevant to the KPI in the NASO-supplied template. The template may include the following:
- 4.3.1 Numerical data setting out the performance achieved during the KPI reporting period against, where applicable, the data for the preceding quarter and 12 months;
- 4.3.2 A graphical representation of those data highlighting the KPI, the actual performance during the KPI reporting period and the performance for the previous periods (as applicable);
- 4.3.3 A summary table demonstrating performance for each KPI;
- 4.3.4 A commentary explaining any performance variations and performance trends;
- 4.3.5 Where, for the KPI reporting period, the KPI has not been met or there is a trend towards not being met or the Provider anticipates not meeting the KPI, the Provider must submit to NASO within 15 days of each KPI reporting period:
- a. an explanation of the cause(s);
 - b. a proposed remediation plan, including proposed actions for that Provider and or actions for NASO to consider; and
 - c. where there has been a previous remediation plan, the status of the actions undertaken to remedy, and how these are affecting current performance.
- 4.3.6 Where the Provider's remediation plan proposes actions to be performed by NASO,

the Provider acknowledges that:

- a. NASO may accept those proposed actions at its absolute discretion; and
 - b. nothing in the remediation plan diminishes the Provider's responsibility to perform the Services.
- 4.3.6 The Provider may propose additional or alternative data sources that would, in the reasonable opinion of the Provider, improve the quality of measurement and reporting against the KPI. NASO may consider any additional or alternative data sources proposed at its absolute discretion.
- 4.3.7 The Parties acknowledge if a KPI is added in accordance with this Schedule, NASO will measure the Provider's performance against the KPI quarterly, unless the Parties agree in writing to a different KPI measurement period.

5 Helidata reporting requirements (Helidata spreadsheet)

- 5.1 The Provider will invoice the Purchasers in accordance with Schedule 6.
- a. The Provider must supply the information described in Schedule 6 to enable invoices to be verified by the Purchasers (including details of ACC Stop Missions);
 - b. The Provider will supply information about all air ambulance missions as set out at Appendix 3, Table 1 (Helidata spreadsheet or in such other format as reasonably required by NASO); and
 - c. The Provider will supply information in accordance with KPI006 (see Appendix 3).

6 Notifiable incidents/events

- 6.1 The Provider will notify NASO on the same day as the event or incident of all the following matters. The Provider will also include these matters as incident summaries in quarterly reporting using the appropriate reporting templates:
- a. Adverse Events (clinical) of SAC 1 and SAC 2;
 - b. Aircraft Incidents - accident or incident as defined under the Civil Aviation Act 1990 associated with the operation of an Aircraft.

6.2 Adverse Event (clinical) reports

- 6.2.1 The Provider will assign all Adverse Events a severity assessment code (SAC) rating to determine the severity of the event. Ratings shall be in accordance with the Health Quality and Safety Commission (HQSC) National Adverse Events Reporting Policy (2017) and associated guidance materials.
- 6.2.2 The Provider will take all reasonable steps to identify events that have the likelihood based on circumstances to be categorised as a SAC 1 or SAC 2 Adverse Event. In addition to the notification in clause 6.1, the Provider will report Adverse Events with a SAC 1 or SAC 2 rating to NASO:
- a. no later than five Working Days from the date an event is reported or identified by the Provider;
 - b. in writing, using a format in line with the HQSC policy and guidance; and
 - c. include summary information as is known relating to the event.
- 6.2.3 If clause 6.2.2 of this Schedule applies, the Provider may subsequently revise that score after further investigation. In those circumstances the Provider will notify NASO of the revised categorisation and the reasons for the change as soon as reasonably practicable after the revision.
- 6.2.4 If the Provider does not categorise an event reported to it as a SAC 1 or SAC 2 Adverse Event initially, and later circumstances change to indicate that the event is likely to be categorised as a SAC 1 or SAC 2 Adverse Event, such as may occur during routine audit or investigation of an unrelated complaint or issue or the identification of additional facts, the Provider will report those circumstances to NASO. This report must:

- a. be provided to NASO as soon as reasonably practicable, but no later than five Working Days from the date an incident is identified as likely to be a SAC1 or SAC 2 Adverse Event,
 - b. provide information that resulted in that categorisation,
 - c. be in writing, using a format in line with the HQSC policy and guidance.
- 6.2.5 The Provider will provide one of the following to NASO within 70 Working Days from the date the Provider identified a SAC 1 or SAC 2 Adverse Event:
- a. An investigation report, in accordance with HQSC policy and guidance.
 - b. Where applicable, written notice that the Adverse Event was downgraded from SAC 1 or SAC 2 rating to a SAC 3 or SAC 4 rating, with rationale for that downgrade.
 - c. Where applicable, written notice that the investigation has not been completed within the 70 Working Day timeframe, estimated time for completion, and reason for delay including learning or changes to be applied to avoid future delayed completion. A completed investigation report, in accordance with HQSC policy and guidance, will be provided to NASO within an agreed timeframe.
- 6.2.6 NASO will be provided with summary reports (including rolling annual trend analysis) for near miss and SAC 3 or 4 rated events with value for national learning.
- 6.2.7 The Provider will publish an anonymised summary of SAC 1 and 2 Adverse Events on its website. The information will be updated at least every three months, to ensure that it is current.

6.3 **Aircraft Incident Reporting**

- 6.3.1 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 no later than five Working Days after the accident or incident.
- 6.3.2 While not an Aircraft incident, the Provider will also report whenever Part 2 section 13A of the Civil Aviation Act 1990 has been used. The Provider will send NASO a copy of the report sent to the CAA at the same time it is sent to CAA.

6.4 **Incidents/events of potential or actual Media interest**

- 6.4.1 Media: The Provider will immediately advise NASO if it becomes aware of an Adverse Event, incident or complaint which in the Provider's opinion has or may have media or public interest. This may be provided orally in the first instance, and followed up in writing.
- 6.4.2 NASO will be informed of the following information, following internal investigation by the Provider (unless the same incident is captured as a SAC 1 or SAC 2 Adverse Event):
- a. Cause of incident;
 - b. Impact/Potential Impact;
 - c. Mitigation/Remediation Strategies; and
 - d. Outcome.

7 **Additional Quality and Narrative Reporting**

7.1 **Financial Reporting**

- 7.1.1 The Provider must forward the following audited financial accounts for the Provider to NASO within six months of the end of the relevant entity's financial year:
- a. statement of comprehensive income (must clearly identify revenue streams);
 - b. statement of changes in equity;
 - c. statement of financial position;
 - d. statement of cash for the period; and
 - e. statement of all income from fundraising, sponsorship, donations and grants (including any

fundraising, sponsorship, donations and grants received from the trusts defined in Appendix 2).

7.1.2 The Provider must send to NASO within 20 Working Days of their registration on the Charities Register, the audited accounts for (as applicable) all Approved Subcontractors defined in Appendix 2.

7.1.3 The Provider will submit (monthly financial reporting in actual monthly costs on an accrual basis, to the Purchasers using a financial reporting template agreed between the Parties. This template will separate the fixed component – additional costs from the original fixed component costs.

7.1.4 At the same time as it provides these financial accounts, the Provider must provide NASO with forecasts of financial performance and position for the Provider and its Approved Subcontractors for its current financial year.

7.2 Health and safety

7.2.1 In addition to the requirements in the annual Letter of Expectation and clause 26 of Schedule 2, the Provider will supply the following in its quarterly reporting.

- a. 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 Provider, including, but not limited to health and safety risks or events that arise from any Service User's (or other support person's) behaviour or condition (e.g., assaults).
- b. Any follow up actions and outcomes from any items advised under Schedule 2: General Terms and Conditions, clause 26.1.1(d).

7.3 Māori participation and cultural requirements

7.3.1 In addition to the requirements in the annual Letter of Expectation, the Provider will supply the following in its quarterly reporting.

- a. At least every 12 months, the quarterly report will include the ethnic makeup of its workforce.
- b. A narrative of any updates on the strategies and policies, including implementation of initiatives, described in Schedule 2: General Terms and Conditions clause 25.1 (Māori participation) and clause 25.2 (Cultural requirements).

7.4 Board papers with budget implications

7.4.1 The Provider must advise the Purchasers, with an explanation, when the Provider meets any of the following.

- a. is in a negative cash position;
- b. is budgeting a negative operating cash flow in the next financial year;
- c. is budgeting a negative cash position in the next financial year.

7.4.2 If the Purchasers remain concerned about the Provider's financial position, subject to the above clause 7.4.1, the Provider's will supply NASO with relevant extracts from the Provider's Board papers containing budget implications no later than five Working Days before the Provider's Board's next meeting.

7.4.3 The Purchasers may require that their comments are tabled to the Provider's Board's next meeting. The Purchasers will indicate if this is required on a case-by-case basis.

7.5 Ad-hoc Requests

7.5.1 NASO (or a Purchaser) may make reasonable ad-hoc requests for information relating to the provision of the Service and the Provider must provide any such requested information within an agreed timeframe that is reasonable for the information requested.

7.6 Quality Reporting

7.6.1 The Provider will supply the following to NASO annually (on the anniversary of the date of this Agreement):

- a. Certificates for compliance against current standards status:
 - i. Current Air Operator Certificate and associated Operations Specifications;
 - ii. NZS 8156:2019 (and any updated version of that standard);
 - iii. Ambulance NZ AA/ASR;
 - iv. ISO 9001 (or equivalent).
- b. Audit dates and the name of the organisation conducting the audit in line with certification expiry dates and reviews of standards;
- c. copies with an explanation, of any audit reports including and Requests for Corrective Action notices issued by CAA during the period;
- d. A mission debrief record must be completed for each mission and available on request.

7.7 Frontline staffing

7.7.1 The Provider must report annually, the Full Time Equivalent (FTE) numbers by skill level employed by the Provider and/or its Approved Subcontractors (whether engaged as employees or contractors):

- a. Aviation crew FTE paid establishment:
 - i. pilot;
 - ii. Crew;
- b. Clinical crew FTE paid establishment and contracted:
 - i. By level of qualification;
- c. FTE vacancies for paid positions relating to the provisions of this Service.

7.8 Other information

7.8.1 The Provider must have available, and provide to NASO on request:

- a. progress on introduction of Aircraft after the commencement of the Aircraft into service, if applicable;
- b. details and names of pilots and Crew (including Clinical Crew) completing training and checking during the period;
- c. details and names of pilots and Crew (including Clinical Crew) scheduled training and checking during the following period;
- d. details of vacant pilot shifts, by day and night shift;
- e. details by Aircraft registration of all scheduled and unscheduled maintenance, including the scheduled and actual out of service maintenance durations by Aircraft, with a copy of releases to Service for each Aircraft;
- f. details, including estimated downtime, for scheduled maintenance planned for the following period;
- g. explanation of the reasons for any deferred defects and outstanding MEL items.

7.8.2 The Provider may provide the following information:

- a. Newsletters;
- b. Website information;
- c. Media stories;
- d. Relevant correspondence e.g. to Ministers, funding agencies;
- e. Letters from Service Users, key stakeholders.

PART 1 - Schedule 6: Service Payments and Term

1 Prices

1.1 Prices specified in this Schedule

1.1.1 The amounts payable by the Purchasers for the Services is the amount specified in this Schedule in respect of that Service.

2 Term

2.1 Initial Term

2.1.1 The Initial Term of the Agreement is four (4) years with a Term start date of 1 November 2022 and Term end date of 31 October 2026, as specified in Table 6 below.

Table 6: Air Ambulance Helicopter Service term table

Contract Period	START DATE	END DATE
1	1 November 2022	30 June 2023
2	1 July 2023	30 June 2024
3	1 July 2024	30 June 2025
4	1 July 2025	30 June 2026
5	1 July 2026	31 October 2026

2.2 Term extensions

2.2.1 The Initial Term of this Agreement may be extended for up to two additional periods:

- a. the first for eight (8) months from 1 November 2026 to 30 June 2027; and
- b. the second for 12 months from 1 July 2027 to 30 June 2028,

in each case at the sole discretion of the Purchasers, by giving notice in writing to the Provider no less than 12 months prior to the then current Term end date.

2.2.2 The terms of this Agreement shall apply to all extensions of the Initial Term of this Agreement made under clause 2.2.1 of this Schedule, with:

- a. the Service Payments payable under the Agreement immediately prior to the end of the Initial Term, applying for the first extension period (with such payments being subject to adjustment in the first extension term, in accordance with the terms of this Agreement); and
- b. the Service Payments payable under the Agreement immediately prior to the end of the first extension period, applying for the second extension period (with such payments being subject to adjustment in the second extension term, in accordance with the terms of this Agreement).

2.2.3 To avoid doubt, clause 6.3 of this Schedule applies to each extension period under clause 2.2.2 of this Schedule.

3 Service Payments

3.1.1 The Service Payments to the Provider shall comprise:

- a. the Fixed Service Component and Contract Risk Funds, invoiced in the amounts and

on the dates set out in the payment table in Appendix 4;

- b. plus the Variable Service Component, calculated as the SOSO hours x the variable rate per SOSO hour, for each Aircraft listed in clause 10.4 of the Service Specification,

all as set out in Table 7 below, together with fuel costs calculated in accordance with clause 4 below:

Table 7: Air Ambulance Service Payments table*

Price component	Contract Period 1	Contract Period 2	Contract Period 3	Contract Period 4	Contract Period 5
	1 November 2022 – 30 June 2023	1 July 2023 – 30 June 2024	1 July 2024 – 30 June 2025	1 July 2025 – 30 June 2026	1 July 2026 – 31 October 2026
Fixed Service Component					
Contract Risk Funds					
Variable Service Component - rate per hour of skids off/skids on (SOSO) flying time (excluding fuel) for the following Aircraft:					

* A breakdown of the Provider's forecast cost and revenue components, including the Service Payments set out in Table 7, is included in Appendix 14.

- 3.1.2 HNZ must pay the Fixed Service Component and Contract Risk Fund in accordance with Appendix 4 (on behalf of the Purchasers).
- 3.1.3 HNZ must pay the Variable Service Component per SOSO hour and fuel costs for all health-related missions that are validly tasked under this Agreement for Eligible Persons (as defined in Schedule 8), and for all ACC Stop Missions that are validly tasked under this Agreement for Eligible Persons, subject only to Schedule 8.
- 3.1.4 ACC must pay the Variable Service Component per SOSO hour and fuel costs for all injury-related missions that are validly tasked for Eligible Persons (as defined in Schedule 9) and have an ACC claim number or claim lodged (i.e. an ACC45 claim lodgement form is submitted), subject only to Schedule 9.
- 3.1.5 The Provider shall record details of all ACC Stop Missions, pursuant to Schedule 5. For the avoidance of doubt, payments due to the Provider under this Agreement relating to ACC Stop Missions will be payable by HNZ and not ACC (with ACC and HNZ making any necessary washup payments as between themselves).
- 3.1.6 For the avoidance of doubt, the Parties agree that where an invoice is received for a mission that was validly tasked for an Eligible Person, the relevant Purchaser will pay the invoice despite any disagreement among the Purchasers about ultimate responsibility for the payment.

4 Fuel costs

- 4.1 Fuel cost for SOSO flying hours for each month of service will be calculated and invoiced based on the table below:

Aircraft Type	SOSO Flying Hours for the Month	Aircraft Average Fuel (litres) Used per Hour	Fuel Used in Litres	Price per Litre (\$) determined by clause 4.1.1	Fuel \$

4.1.1 The fuel price for each month shall be adjusted monthly to reflect changes in the price per litre of Jet A1 fuel, as published by Hale & Twomey as at the third Friday of the month (landed cost, NZ cents per litre) in respect of which the fuel price is being set, as against the average Hale & Twomey Jet A1 fuel price (landed cost, NZ cents per litre) as at the 16th of September 2022, calculated as follows:

$$AP = (\text{Index}_m - \text{Index}_s) + \text{Fuel Price Start}$$

Where

AP = the adjusted fuel price per litre for the month;

Fuel Price Start = \$x.xx, the Provider's actual average Jet A1 fuel cost per litre used in September 2022;

Index_s = the landed cost, NZ cents per litre of Jet A1 fuel, as published by Hale & Twomey as at 16 September 2022, being \$x.xx;

Index_m = the landed cost, NZ cents per litre of Jet A1 fuel, as published by Hale & Twomey as at the third Friday of the month in respect of which the fuel price is being set

4.1.2 The following worked example shows how the Parties intend these adjustments to operate:

FUEL PRICING ADJUSTMENT METHODOLOGY – WORKED EXAMPLE

Fuel costs for SOSO flying hours are calculated and invoiced based on the table below. \$2.50 is the Fuel Price Start (the Provider's average Jet A1 fuel price per litre (landed cost, NZ cents per litre) used in the month of September 2022) and \$2.00 is the Hale & Twomey Jet A1 fuel index price as at the third Friday of the month of September 2022:

Month 1 of contract					
Aircraft Type	SOSO Hours in the month	Aircraft Average Fuel Used per Hour	Litres	Price per Litre (\$)	Fuel \$ Month 1
xx	65	330	21,450	\$2.62	56,199
yy	450	315	141,750		371,385

- Hale & Twomey Fuel Price Index at third Friday of relevant month 1 = \$2.12 (Index_m)
- Price of fuel for month 1 = \$2.50 + (\$2.12 - \$2.00) = \$2.62

Month 2 of contract

Aircraft Type	SOSO Hours in the month	Aircraft Average Fuel Used per Hour	Litres	Price per Litre (\$)	Fuel \$ Month 1
xx	52	330	17,160	\$2.70	46,332
yy	392	315	123,480		333,396

- Hale & Twomey Fuel Price Index at third Friday of relevant month 2 = 2.20 (Index_m)
- Price of fuel for month 2 = \$2.50+(\$2.20-\$2.00) = \$2.70

5 Invoices

5.1 Invoicing schedule for payments

- 5.1.1 The air ambulance Helicopter Service Payment schedule will be in accordance with the payment table set out in Appendix 4: Invoicing and Payment Process.

6 Invoicing, billing and payment

6.1 Invoicing

- 6.1.1 All Service Payments shall be invoiced in accordance with the schedule outlined in Appendix 4. Provider invoices shall only be considered for payment if the Provider has supplied (in accordance with Schedule 5) the supporting data reasonably required by NASO to verify the payments claimed (for the avoidance of doubt, no Provider invoices are payable unless the provider has supplied the data required under Schedule 5). If an invoice is not received from the Provider by the date specified in the in the Payment Schedule, then the Purchasers will pay the Provider within 20 Working Days after the invoice is received.
- 6.1.2 For all invoices not on the schedule in Appendix 4, if received by the Purchasers by the 10th day of the month following the period being billed, payment will be made on or before the 20th of the month following the period being billed. If the 20th of the month is not a Working Day, payment will be made on or before the first Working Day following the 20th.
- 6.1.3 Each invoice will constitute a GST invoice under the Goods and Services Tax Act 1985, and will be in a format, and contain such information as reasonably requested by the Purchasers from time to time.
- 6.1.4 NASO shall send to the Provider in writing, within two Working Days of publication of the same by Hale & Twomey, notice of the Index_m price for each month of this Agreement, together with the corresponding adjusted fuel price calculation.
- 6.1.5 The Provider will ensure invoices/schedules for Services are submitted to the Purchasers within 90 days of the Services being delivered. For the avoidance of doubt, the Parties agree that the Purchasers will not pay for a Service where the invoice is first submitted more than 12 months after the date the service was provided.

6.2 Payment terms

- 6.2.1 If the Provider has complied with its obligations under this Agreement the Purchasers will pay the invoice into the Provider's bank account as indicated in Schedule 1: Quick Reference Information, clause 1 of this Agreement in accordance with clause 1(g) of Appendix 4.

6.3 HNZ funding subject to Public Finance Act 1989

- 6.3.1 In respect of HNZ funding, in accordance with Part 1 of the Public Finance Act 1989, the Provider and HNZ acknowledge that any payment increases to the Provider for periods under this Agreement after 30 June 2024 are contingent upon the appropriation of adequate

levels of funding for Services of the type covered by this Agreement for that financial year.

- 6.3.2 If there is insufficient approved HNZ funding to enable HNZ to pay for any payment increases to Service Payments payable by HNZ for periods under this Agreement after 30 June 2024, then the Parties shall have good faith discussions with each other to reduce the Service Specifications, Technical Specifications and/or Service KPIs as reasonably required to reduce the level of Service Payments increase to ensure such increase falls within the HNZ approved funding limits.

6.4 Multiple Service Users for transport in a single air ambulance

- 6.4.1 Where more than one Service User is transported in the same air ambulance, the Provider will invoice for the mission, not based on the number of Service Users.
- 6.4.2 Where an ACC Service User and a medical Service User are transported in a single air ambulance, or more than one ACC Service User or medical Service User, the Provider will split the cost of the mission and apportion the appropriate number of hours to each Service User. The Provider will provide an invoice for each Service User for the appropriate number of hours to HNZ and/or ACC.

6.5 Amount specified is full amount

- 6.5.1 Unless otherwise specified in each Service Specification, the price for each Service is the entire amount chargeable in relation to that Service, and no additional amount may be charged to the Purchasers, any Service User or other person (whether by way of co-payment or otherwise) for that Service.

7 Contract adjustment mechanism

7.1 Annual Service Payments Review

- 7.1.1 Prior to 1 March of each year (and no more than once in any 12 month period), the Parties will meet to undertake a review of the Service Payments against the Provider costs, third party revenue and donations/sponsorships for the purpose of understanding the extent of unforeseen costs and benefits absorbed by the Provider compared to the Service Payments (**Annual Service Payments Review**).
- 7.1.2 During the Annual Service Payments Review, the Parties will consider adjusting the assumptions set out in Appendix 12 (Assumptions).

7.2 Aircraft Fixed Costs and Flying Hour Costs Assumptions

- 7.2.1 As part of an Annual Service Payments Review, and subject always to clause 6.3, if either Party reasonably considers that any of the Assumptions need to be amended, the Parties will each use reasonable endeavours to complete the following process prior to 1 March in each year (the first being by 1 March 2023):
- a. the Party proposing the amended Assumption will provide reasonably sufficient evidence to the other Party justifying the proposed change; and
 - b. if the Purchasers are reasonably satisfied by the evidence for an Assumption change that will increase Service Payments, the Parties shall make appropriate changes to this Agreement by way of a variation; and
 - c. If the Provider is reasonably satisfied by the evidence for an Assumption change that will decrease Service Payments, the Parties shall make appropriate changes to this Agreement by way of a variation.
- 7.2.2 For the purpose of making changes to Assumptions relating to Aircraft costs, the value of each cost component at the Commencement Date on the Agreement is as follows:

Aircraft type	Maintenance Parts in Foreign Currency	Foreign Currency Rate/NZD

7.2.3 Assumptions specified as "personnel/labour cost", may be adjusted as part of an Annual Service Payments Review in accordance with the following formula:

$$C \times (LCI_a / LCI_o)$$

Where:

C means the relevant personnel/labour cost Assumption.;

LCI means the Labour Cost Index (Healthcare and Social Assistance) published by Statistics New Zealand. If the LCI ceases to be published (or the basis of its calculation is changed) a substitute index (or an adjustment to the formula to take account of the change in the basis of the calculation) which approximates the purpose and composition of the LCI shall be agreed by the Parties or, failing agreement, determined by an expert;

LCI_a means the LCI for the most recent quarter for the year of the adjustment;

LCI_o means the LCI for quarter in which the Assumption was last adjusted or in which the date of this Agreement fell (whichever occurred later);

provided that the Parties agree that due to the current economic environment, the Parties may adjust increases for pilots using an alternative cost index that will maintain relativity for pilots across all air ambulance providers; and

7.2.4 All other cost Assumptions set out in Appendix 12 (other than personnel/labour cost Assumptions adjusted in accordance with clause 7.2.3 above), may be adjusted as part of an Annual Service Payments Review in accordance with the following formula:

$$C \times (CPI_a / CPI_o)$$

Where:

C means the relevant Provider Assumptions (other than labour/personnel costs);

CPI means the Consumer Price Index (Health Group) published by Statistics New Zealand. If the CPI ceases to be published (or the basis of its calculation is changed) a substitute index (or an adjustment to the formula to take account of the change in the basis of the calculation) which approximates the purpose and composition of the CPI shall be agreed by the Parties or, failing agreement, determined by an expert;

CPI_a means the CPI for the most recent quarter for the year of the adjustment;

CPI_o means the CPI for quarter in which the relevant Assumption was last adjusted, or in which the date of this Agreement fell (whichever occurred later); and

7.3 Outcome of Annual Service Payments Review

7.3.1 After undertaking an Annual Service Payments Review, the Parties may, subject to Part 1 of the Public Finance Act 1989 and to clause 6.3:

- a. to take account of any adjusted Assumptions, agree in writing to a change in Service Payments (subject always to the availability of Contract Risk Funds for the relevant Contract Period), including agreement on the date from which the change in Service Payments shall take effect;

- b. in the event any Annual Service Payments Review results in a reduction to any Service Payments, an amount equal to the value of such reduction shall be transferred by the Purchasers into the Contract Risk Funds (to be held by the Provider on the terms of clause 7.4 of Schedule 6);
- c. agree in writing through a variation to revise a Service Specification or Performance Targets specified in Appendix 3.

7.4 Contract Risk Funds

- 7.4.1 The Contract Risk Funds as set out in Table 7 above, shall be held by the Provider on trust for the Purchasers until such time as sums from the Contract Risk Funds may become payable to the Provider in accordance with this clause 7.
- 7.4.2 The Contract Risk Funds and are intended by the Parties to fund Provider cost increases incurred in the Contract Period under which the part of the Provider Risk Fund is specified, and approved either:
 - a. as cost increases that qualify for a change in Service Payments in accordance with an Annual Service Payments Review carried out in accordance with this clause 7; or
 - b. that relate to Initiatives approved under Schedule 7(Commissioning Initiatives).
- 7.4.3 The Parties will jointly agree on how the Contract Risk Fund will be applied. No payments out of Contract Risk Funds will be made unless agreed between the Parties and supported by a contract variation.
- 7.4.4 No further Purchaser funding will be available in respect of cost increases determined under an Annual Service Payments Review in accordance with this clause 7, and in respect of approved Initiatives, if the Contract Risk Funds for the relevant period (as set out in Table 7) have been fully utilised.
- 7.4.5 Any Contract Risk Funds for a Contract Period that are not released to the Provider, shall be added to the amount of Contract Risk Funds available for the next following Contract Period (any Contract Risk Fund surplus existing at the end of the Initial Term of the Agreement shall be made available in respect of any term extensions under clause 2.2 of Schedule 6 or applied during any Transition Period). The Provider will account and report the balance of the Contract Risk Fund in their financial statements to the Purchasers.
- 7.4.6 For the avoidance of doubt, payments of or from the Contract Risk Funds are not subject to clause 6.3 above.

PART 1 - Schedule 7: Commissioning Initiatives

1 Purpose

1.1 Purpose of Schedule

- 1.1.1 The purpose of this clause is to outline a defined commissioning process, which complies with the Commissioning Framework, that the Parties will use to consider any future funding requests for Initiatives during the Term, subject to Part 1 of the Public Finance Act 1989, approved HNZ funding and approved ACC funding.

2 Commissioning process for Initiatives

2.1 Reviewing and progressing prioritised Initiatives

- 2.1.1 If the Provider would like to seek additional funding for an Initiative, the Provider must, notify NASO of the Initiative. NASO (and the Purchasers, at their discretion) will meet with the Provider at least twice each year to:
- 2.1.2 discuss any Initiatives proposed by the Provider, and any Initiatives that the Purchasers propose; and
- 2.1.3 agree on
- a) which Initiatives should be shortlisted and prioritised for the Parties (as the Parties acknowledge that not all of the proposed Initiatives can be progressed each year);
 - b) whether any Initiatives prioritised at an earlier meeting should be reprioritised due to new or emerging issues that are determined to have a higher priority;
 - c) a work plan to progress prioritised Initiatives; and
 - d) the development, type, and standard of supporting evidence for the prioritised Initiative (such as a business case); and
 - e) the Party proposing the Initiative must develop the agreed supporting evidence to an agreed standard.
- 2.1.4 If the Parties agree to fund one or more of the Initiatives described in clause 2.1.1 of this Schedule, subject always to clause 6.3 of Schedule 6 and there being sufficient Contract Risk Funds available to fund the Initiative(s), the Parties will agree a variation relating to Service Payments and the terms relating to the Service Payments.
- 2.1.5 For the avoidance of doubt, the Purchasers shall have absolute discretion in deciding whether or not to approve any Initiative.

2.2 Preparation of a budget bid

- 2.2.1 NASO and the Purchasers may prepare a budget bid or funding proposal for a prioritised Initiative that is informed by the supporting evidence. The Parties will support NASO in its preparation of this bid by providing reasonably requested information to the budget bid, or for any other funding proposal that may be required.
- 2.2.2 If the Parties agree that there is clear evidence to prepare a budget bid or funding proposal in relation to a prioritised Initiative, NASO will act reasonably to prepare a budget bid or funding proposal in relation to that prioritised Initiative in accordance with the Purchasers' guidelines.
- 2.2.3 The Provider acknowledges that, even if the Purchasers agree to prepare a budget bid or funding proposal in relation to a prioritised Initiative, there is no certainty that funding will be appropriated by the Government or provided for that purpose.
- 2.2.4 The Provider agrees to work with the Purchasers, NASO and any third parties nominated by the Purchasers when preparing supporting evidence for a prioritised Initiative.

2.3 Proof of concepts

- 2.3.1 If a budget bid and funding proposal for a prioritised Initiative, which relates to services that are to be trialed as a proof of concept, is approved by the Parties, the Parties will sign a variation that:
- a. describes the services that are being trialed
 - b. specifies the period for which those services are to be trialed
 - c. specifies that the Provider will only continue to provide those services beyond the specified period if agreed by both Parties.

3 Definitions

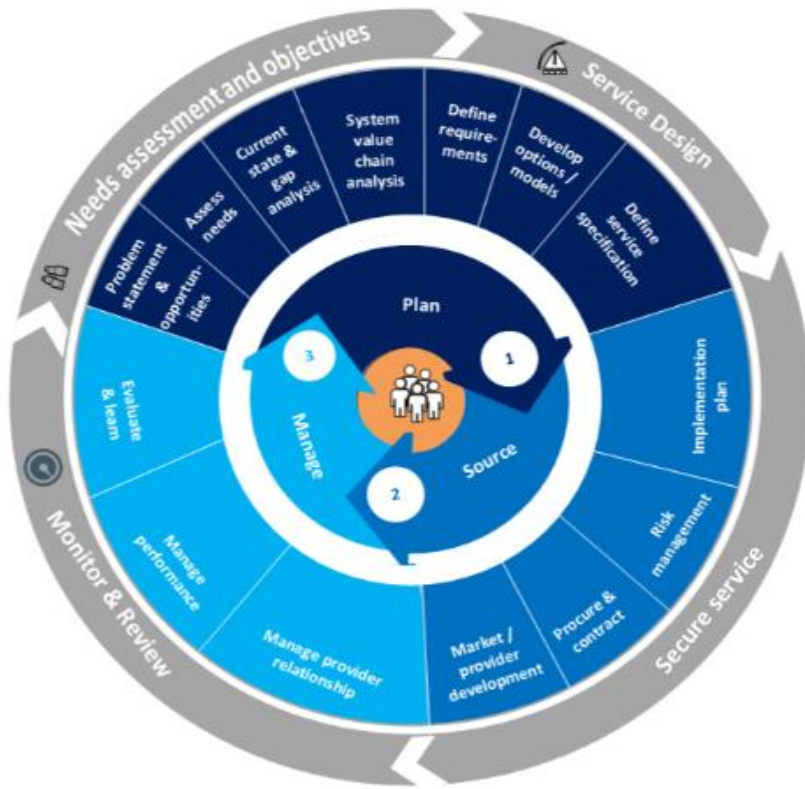
3.1.1 For the purpose of this clause:

- a. "Commissioning Framework" means the framework set out in clause 4 of this Schedule, that the Purchasers are working towards implementing;
- b. "Initiative" means an initiative that:
 - i. delivers a material Service improvement, introducing a new material asset or service, or making a change in policy or services that has significant funding implications. For example, if a decision was made to move to biofuel rotary Aircraft, Purchasers would want to have a discussion ahead of this initiative being implemented in accordance with the Commissioning Framework;
 - ii. has a material additional cost to deliver, outside of Purchaser's currently approved funding limits;
 - iii. may include, for example:
 - new Services to be trialed as a proof of concept, significant service model of care changes that have significant funding implications, business initiatives to address risks and issues, or ideas that will have a significant funding implication (one off or ongoing) and can be supported by an evidence-base;
 - an item that will have a material impact on the Provider's provision of the Services that is outside of the Provider's control (for example, a material change in the Purchasers' policy settings).

4. Commissioning Framework

4.1 The process outlined in this Schedule complies with the Commissioning Framework set out below:

Figure 1: Commissioning Framework:



PART 1 - Schedule 8: Terms and Conditions Specific to the HNZ-Related Services

1 Services purchased by HNZ

1.1 Eligibility

- a. HNZ funds air ambulance Service providers for all Eligible Persons who have a Medical Emergency.

1.1.2 For the purposes of this Schedule:

- a. Eligible Persons refers to individuals who meet one or more of the categories of Eligible Persons specified in the Health and Disability Services Eligibility Direction 2011.

1.1.3 Note: New Zealand has reciprocal agreements for healthcare with the United Kingdom and Australia. The agreement with Australia excludes the provision of emergency ambulance services.

- a. A Medical Emergency is as defined in the current Service Coverage Schedule.²
- b. Eligible Persons are those who require PHE medical attention from the time the Provider is dispatched by the National Air Desk to the time the Service User arrives at a place of definitive care.
- c. An inter-hospital transfer (IHT) is eligible to be funded by HNZ if both transferring and receiving hospital clinical teams agree to the transfer and has been tasked by the affected hospital.
- d. HNZ funds IHTs between public hospitals (excluding those funded by ACC).
- e. Emergency Transport of women and/or babies from a community setting or a primary maternity facility to a secondary or tertiary maternity facility, where the transport is required on clinical grounds, is provided through the pre-hospital (emergency) air ambulance service.

1.2 Exclusions

- a. The following are not purchased by HNZ: attendance at public events, standby in support of other emergency services and any transports privately funded.
- b. HNZ will not be liable for any costs that are incurred by the Provider for the transport of ineligible Missions.

² The Service Coverage Schedule (SCS) defines the agreed level of service coverage that HNZ is held accountable to. It is one of the schedules to the Crown Funding Agreement. It is updated annually. Ministry website <https://nsfl.health.govt.nz/accountability/service-coverage-schedule>

PART 1 - Schedule 9: Terms and Conditions Specific to ACC-Related Services

1 Services covered by ACC

1.1 Eligibility

1.1.1 ACC funds Emergency Ambulance Service providers for all Eligible Persons who have a personal injury-related Emergency.

1.1.2 For the purposes of this Schedule Eligible Persons refers to those:

- a. who have suffered personal injury in terms of the Accident Compensation Act 2001, for which a claim for cover has been accepted, or is likely (in the Provider's experience) to be accepted;
- b. for whom the Emergency Ambulance Service 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 the Emergency Ambulance Service is necessary for the purpose of obtaining treatment urgently for the Service User's personal injury; and
- c. resident in New Zealand and visitors to New Zealand.

1.1.3 Personal injury-related Emergency refers to an ambulance response to a call received and triaged by an ambulance communications centre as indicating that a person has a condition that requires urgent medical attention. The call indicates the person is triaged as requiring urgent medical attention as a result of a personal injury caused by accident.

1.2 Exclusions

1.2.1 The following services are not funded by ACC under this Agreement:

- a. Service Users transferred more than 24 hours after suffering their personal injury or after 24 hours of being found after suffering a personal injury;
- b. any time spent in the search for a Service User;
- c. Service Users, where the location of the Service User is outside New Zealand's territorial waters³; and
- d. the transfer of Service Users between publicly-funded health facilities except where the transfer takes place within 24 hours of arrival at the first publicly-funded health facility.

1.3 Emergency inter-hospital transfer

1.3.1 An Emergency inter-hospital transfer involves the transfer of a client from one treatment facility to a higher level of care where the transfer takes place within 24 hours of arrival at the first publicly funded health facility.

1.4 Exceptions

1.4.1 If the originating hospital should have been able to provide the service under normal circumstances but is unable to do so (for example, the intensive care unit is full or there is no specialist cover) then the costs of the emergency inter-hospital transfer are covered by HNZ.

2 Completion and turn-over of forms

2.1 Collection services

2.1.1 For every mission where a client is transported, an ACC45 must be lodged for the claim.

2.2 Contract excludes regulations

2.2.1 If a Service is provided to a Service User under this Agreement, the Provider must not charge for that Service under any regulations.

³Territorial Sea, Contiguous Zone and Exclusive Economic Zone Act 1977 and Accident Compensation Act 2001

PART 2 - Service Specification and Technical Specification

Air Ambulance Helicopter Service

Part 2 includes the following Specifications:

- a. Service Specification: Air Ambulance Helicopter Service;
- b. Technical Specification: Helicopters.

The Parties agree that in addition to the other terms and conditions of this Agreement, the Provider will comply with the Service Specification: Air Ambulance Helicopter Service, the Technical Specification: Helicopters, and the relevant Purchaser-specific terms and conditions set out in the Schedule that apply to the Services being provided (i.e., terms and conditions specific to HNZ when providing HNZ related services and terms and conditions specific to ACC when providing ACC related services).

In these Specifications, unless the context otherwise requires, the definitions and terms are provided in Appendix 1: Definitions and Glossary.

PART 2 - SERVICE SPECIFICATION: Air Ambulance Helicopter Service

1 Aim and interpretation

1.1 The aim

- 1.1.1 The aim of the air ambulance helicopter service is to support the wider ambulance service and health sector to improve Service User outcomes.

1.2 Interpretation

- 1.2.1 This Service Specification must be read in conjunction with Appendix 10: Provider's Service Specification Non-Compliance Statement. Appendix 10 takes precedence over this Service Specification.

2 Purpose

2.1 The purpose

- 2.1.1 The purpose of the air ambulance helicopter service is to provide timely and appropriate care and helicopter transport for:
- a. PHEs;
 - b. IHTs to transport Service Users from a lower-level hospital or originating hospital to a place of definitive care; and
 - c. IHTs in other circumstances as agreed between the treating and receiving hospitals and tasked by the National Air Desk.
- 2.1.2 All of the requirements in this Schedule apply to the Provider.

3 Background

3.1 Overview

- 3.1.1 The national air ambulance service is part of wider ambulance service, which supports the initial treatment and retrieval of Service Users from medical or injury events in the pre-hospital setting through:
- a. communications centres for triaging '111' calls, providing clinical coordination and tasking, and dispatch of road and/or air ambulance services;
 - b. the emergency road ambulance service;
 - c. the air ambulance service (helicopter and fixed-wing).
- 3.1.2 In the hospital setting, urgent and planned IHTs are undertaken by road (utilising the road ambulance service) or air (utilising the air ambulance service).
- 3.1.3 Nationally an integrated ambulance service has all the components working cohesively to provide an around-the-clock service that is sustainable and contributes to improved Service User outcomes.
- 3.1.4 The national air ambulance service uses helicopter and fixed-wing Aircraft for pre-hospital (emergency) and IHTs.
- a. The pre-hospital (emergency) service brings clinical care to the scene of an accident or medical event and transports seriously ill and injured Service Users to a hospital or place of definitive care.
 - b. IHTs use helicopters or fixed-wing Aircraft to transport Service Users from a referring or originating hospital to a receiving hospital, which can include repatriation of the Service User as agreed by both the treating and receiving hospitals.
- 3.1.5 The air ambulance helicopter service provided under this Agreement excludes fixed wing services for both pre-hospital (emergency) and IHT services.

- 3.1.6 The air ambulance service works interdependently with the road ambulance service and the National Air Desk. The National Air Desk provides oversight, dispatch using the ANTS criteria (Appendix 5), and clinical support functions to the air ambulance service.
- 3.1.7 Integrating pre-hospital (emergency) and IHTs with road ambulance services and, the wider health system and adoption of emerging and proven technologies will be critical dependencies for the air ambulance service to improve the effectiveness and efficiency of care provided to Service Users.

4 Guiding principles

4.1 Guiding principles

- 4.1.1 Care delivered is necessary, appropriate, and of the required quality.
- 4.1.2 Care is delivered by clinical personnel with the appropriate skill level and support.
- 4.1.3 Transport is undertaken only when necessary and appropriate and is related to Service User need.

5 Objectives

5.1 Service objectives

- 5.1.1 The Provider will provide the Services with the resources and capability levels to meet the needs of the population in their regions.
- 5.1.2 The Provider will ensure the resources most appropriate to the Service User's triaged needs respond in a timely manner when dispatched by the National Air Desk.
- 5.1.3 The Provider will provide an appropriate level of care for Service User's need and, where necessary, transport Service Users to an appropriate destination.
- 5.1.4 The Provider shall use agreed care pathways with services or destinations that Service Users can be referred or transported to.

6 Service description

6.1 General

- 6.1.1 The Provider must:
 - a. be a member of Ambulance New Zealand;
 - b. for the provision of a PHE, be available 24 hours a day, 7 days a week inclusive of statutory and public holidays, and have contingency services in place for back-up in the event of their inability to provide the Service for any reason;
 - c. for the provision of an IHT service, be available 24 hours a day, 7 days a week or other hours as agreed with NASO (i.e., if hospital clinical teams are not available for a 24/7 service);
 - d. become airborne quickly and safely when tasked;
 - e. maintain Aircraft, clinical equipment and training that meets PHE and IHT service requirements and interoperability;
 - f. respond to requests by the National Air Desk and hospitals using Aircraft, set out in Part 2: Technical Specification: Helicopters, of this Agreement;
 - g. for pre-hospital, as directed by the National Air Desk, collect appropriate clinical personnel on route;
 - h. ensure all clinical practitioners will receive safety training for environments and service delivery relevant to where they will be responding. Relevant training, such as winch operations and operating in alpine and water environments, will occur before the clinical practitioner is involved in these types of responses;
 - i. transport the Service User(s) using approved Aircraft, equipment and technology in accordance with the compliance requirement listed in Part 1 Schedule 3 Quality Requirements and Part 2, Technical Specification: Helicopters of this Agreement to either a

- place of definitive care by landing on a hospital helipad, or a heliport next to a hospital helipad; or heliport at a nearby airport where an appropriate transportation vehicle is dispatched to meet the Aircraft;
- j. have an accurate record of each Service User's episode of care that meets the privacy, security and quality requirements described in this Agreement;
 - k. develop protocols to ensure effective handover procedures are in place, and will also ensure that all ambulance personnel, Medical Practitioners, Registered Nurses, Paramedics and other clinicians are aware of these procedures;
 - l. provide correct handover of the Service User(s) including the competent provision of a verbal report, a documented copy of the ePRF or IHT transport report and for ACC Service Users, the ACC45 to either:
 - i. clinical staff at the receiving site/facility; or
 - ii. clinical staff attached to the transportation vehicle at the helipad or heliport;
 - m. provide adequate shelter and care for the Service User at the receiving facility or remain in the Aircraft until ready for transfer to the facility;
 - n. ensure the Provider and the emergency road ambulance Provider staff and/or hospital 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 Service User is maintained through the seamless transfer of care to the accepting treatment facility;
 - o. co-ordinate with any other emergency services present at the scene e.g. New Zealand Police and Fire and Emergency New Zealand services;
 - p. where it is reasonable, does not require significant deviation from the flight path, and is approved by the National Air Desk, return members of the treatment provider's clinical team to their town of residence or usual workplace, (e.g. emergency physician, anaesthetist, lead maternity carer);
 - q. meet the performance requirements as per Schedule 5 Reporting. This may require providing adequate capacity to meet performance requirements and reasonably foreseeable (including seasonal) demand, which may exceed the level of capacity required to meet performance requirements. Any obligation of the Provider to exceed the level of capacity required to meet the performance requirements under this Agreement is subject to agreement in accordance with clause 8.2 of Schedule 2;
 - r. comply with International Organisation for Standardization 9001: 2015 (ISO 9001:2015) (or similar and/or comply with the CAA Safety Management System (SMS), including fatigue management plan, requirement by 1 November 2019 in accordance with Schedule 3 Quality Standards, clause 7.1.a;
 - s. Be certified against the Ambulance New Zealand and Aviation New Zealand Aeromedical/Air Rescue Standard⁴ with independent (third party) certification every three years with a review every eighteen months;
 - t. Comply with the following standards, as they apply to the Services:
 - i. NZS 8134.0:2008 Health and Disability Services (General) Standard (and any updated version of that standard);
 - ii. NZS 8134.2:2008 Health and Disability Services (Restraint Minimisation and Safe Practice) Standards (and any updated version of that standard);
 - iii. NZS 8134.3:2008 Health and Disability Services (Infection Prevention and Control) Standards (and any updated version of that standard); and
 - iv. any other applicable standards as advised by NASO and hospitals from time to time. If any new standard advised by NASO or a hospital contains requirements that the Provider reasonably considers will increase the Provider's cost or risk of providing the Services, clause 8.2 of Schedule 2 will apply as if the advice was a change notified by the Purchasers under that clause 8.2.

⁴ Refer to the most recent version published on the Ambulance New Zealand website <http://www.ambulancenz.co.nz/standards/>

6.2 For pre-hospital (emergency)

6.2.1 The provider will meet the following requirements:

- a. ensure Clinical Crew meet the requirements in NZS 8156:2019 (and any updated version of that standard);
- b. provide minimum Clinical Crew of two Paramedics –one ICP (or above) and one Paramedic (or above) - to meet the KPIs set out in the Letter of Expectation. Both Paramedics must have suitable training and experience in clinical and aeromedical practice to manage the Service User(s) being transported.

6.3 For Inter-hospital transfers (IHTs)

6.3.1 The Provider will meet the following requirements:

- a. Ensure Clinical Crew meet the requirements in NZS 8156:2019 (and any updated version of that standard).
- b. Provide IHTs that could include:
 - i. adult Service Users (see NZS 8156:2019), requiring transfer between hospitals or with the express permission of the hospital of domicile to/from any other address including the Service Users place of residence;
 - ii. neonatal Service Users requiring transfer between neonatal intensive care units (NICU);
 - iii. Service Users requiring ECMO⁵ (Northern Region of NZ only);
 - iv. Service Users need to be transferred using an Isopod;
 - v. Paediatric Intensive Care Unit (PICU) for the national contract managed by HNZ (Northern Region);
 - vi. Non-PICU paediatric Service Users requiring transport between hospitals;
 - vii. the transportation of organ retrieval teams and/or organs for transplant;
 - viii. the transportation of specialist medical teams between hospitals;
 - ix. requirements as specified in Appendix 7: Air Ambulance Specific Item Specifications.
- c. Unless otherwise required by HNZ or a hospital, Clinical crew for IHTs will be supplied by the Provider. It is the Provider's responsibility to ensure service standards throughout the mission.
- d. Immediately notify the National Air Desk that they have been tasked by hospitals.
- e. Have arrangements with hospitals to train clinical teams and provide standardised specialist medical equipment.
- f. Work with hospitals and medical specialists to provide seamless IHT services to Service Users.
- g. Provide coordination and consumables as agreed with the hospitals.
- h. Travel with clinical personnel (if required), to either the:
 - i. originating medical facility by landing on a hospital helipad or a heliport next to the hospital and take appropriate receipt of the Service User(s) and if required clinical personnel; or
 - ii. helipad or heliport at an airport, or nominated landing zone, near the originating medical facility where an appropriate transportation vehicle is dispatched to meet the Aircraft with the Service User(s) and if required clinical personnel and a family member, to be transferred to a facility that can provide a higher level of specialist care.

⁵ Extracorporeal membrane oxygenation (ECMO), also known as extracorporeal life support (ECLS), is an extracorporeal technique of providing prolonged cardiac and respiratory support to persons whose heart and lungs are unable to provide an adequate amount of gas exchange or perfusion to sustain life.

- i. For IHTs the clinical responsibility is transferred from the originating hospital clinical team to the transport team to the receiving hospital clinical team.
- j. The Purchasers expect that IHTs by air transport will be made by fixed-wing Aircraft unless exceptional circumstances require the use of a helicopter. These could include:
 - i. clinical benefit to the Service User;
 - ii. the unavailability of a fixed-wing Aircraft or landing facilities;
 - iii. use of a helicopter will significantly reduce clinical crew duty times (by prior written agreement between NASO and the affected hospital(s)).

7 Service Linkages

7.1 Relationship based

- 7.1.1 The purpose of key linkages is to maintain a working relationship through communication, consultation and inclusion with the Provider's stakeholders to enable and promote effective service delivery and achievement of the objectives of this Agreement.
- 7.1.2 The Provider must maintain key linkages with the following organisations or entities in order to provide an efficient and effective air ambulance service:
 - a. the HNZ, ACC, NASO and the Māori Health Authority;
 - b. other air ambulance providers in neighbouring regions and nationally;
 - c. emergency road ambulance providers funded by HNZ and ACC;
 - d. Ambulance Communication Centres, including the National Air Desk;
 - e. Emergency Ambulance Communications Centre (EACC) User Group;
 - f. for the pre-hospital service, receiving hospitals which have an involvement in emergency care as well as hospitals which provide specialist services on a national or sub-national basis (e.g. burns, spinal injury);
 - g. the Emergency Care Coordination Team (ECCT) or equivalent for the region;
 - h. other emergency services including New Zealand Police, Fire and Emergency New Zealand, New Zealand Defence Force, Search and Rescue organisations;
 - i. both dispatching and receiving hospitals for the IHT service;
 - j. Civil Defence Emergency Management Groups, including membership or support to Coordinating Executive Groups (CEG) where requested;
 - k. Royal New Zealand Coastguard Federation and Surf Life Saving New Zealand;
 - l. Rescue Coordination Centre New Zealand (RCCNZ);
 - m. CAA;
 - n. relevant national sector and stakeholder groups e.g. Ambulance New Zealand;
 - o. Local government;
 - p. Local communities;
 - q. National telehealth service provider.
- 7.1.3 Organisations identified in clause 7.1.2 are not exclusive and the Provider 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 Agreement.

7.2 Health sector integration

- 7.2.1 The Provider will work in an integrated manner with the emergency road ambulance service and the wider health sector to support developments that will improve Service User outcomes and experience for Service Users, including care pathways destination policies and appropriate care to improve outcomes for those with most urgent needs.

- 7.2.2 The Provider must be participating members of the respective Emergency Care Coordination Team (ECCT), where they exist.
- 7.2.3 The Provider must use reasonable endeavours to be a member of or work with district alliances and relevant service level alliance teams (including any successor entities).

8 Interface with other key providers

8.1 Road ambulance, ambulance communication centres and National Air Desk interface

- 8.1.1 The Provider will establish/renew an arrangement with HNZ and ACC-funded Emergency Road Ambulance providers, ambulance communication centres and the National Air Desk. The Provider will ensure:
 - a. key roles, responsibilities and contact people are identified;
 - b. information regarding overall capability and capacity including available Aircraft, crew requirements, equipment, base locations, geographical coverage, and heliports is provided to enable the other party to dispatch, provide or make use of the most appropriate clinical personnel and resources available;
 - c. air ambulance helicopters are crewed with adequate and appropriately skilled clinical crew as per the Compliance Requirements of this Agreement;
 - d. the air ambulance service and road ambulance providers work together to ensure the best outcome possible for the Service User. They keep in close communication to coordinate the transfer between the Provider and the receiving treatment facility to ensure the continuity of care for the Service User is maintained;
 - e. air ambulance helicopters are authorised and dispatched by the National Air Desk for ACC and HNZ funded missions, and hospitals or IHTs;
 - f. clinical governance is provided in accordance with the standards outlined in the Compliance Requirements of this Agreement; and the Provider and other agencies will work together to ensure the best outcome possible for the Service User;
 - g. while responding to an authorised dispatch, up-to-date status reports are provided to the National Air Desk regarding the provider's location and any change in the Service User's location;
 - h. the National Air Desk at the earliest opportunity is notified of:
 - i. any issues likely to impede the dispatch of Aircraft;
 - ii. the availability status of all Aircraft capable of response as soon as there is any change in their capability and/or availability;
 - iii. the status of specialist crew (i.e. winch capable Paramedics) as soon as there is any change in the capability and/or availability;
 - iv. requests for a search and rescue mission that has originated from the New Zealand Police or RCCNZ in the event that the Provider has not been advised that notification has been provided by the New Zealand Police or RCCNZ and agreed with the National Air Desk.
 - i. The Provider will be a participating member of the clinical and operational sector wide forum that the National Air Desk will facilitate (when established);
 - j. Provide a current copy of the Agreements to NASO annually or as required.

8.2 Air Ambulance and Search and Rescue (SAR) Interface

- 8.2.1 The responsibility for SAR missions rest with New Zealand's SAR Coordinating Authorities, the Police or RCCNZ. The Provider will therefore establish/renew an arrangement with the New Zealand Police and RCCNZ to ensure:
 - a. key roles, responsibilities and contact people are identified;
 - b. information regarding overall capability and capacity including available Aircraft, crew arrangements, equipment, base locations, geographical coverage and heliports is

- provided to enable the New Zealand Police or RCCNZ to dispatch the most appropriate resources available. Individual missions will be tasked via the Air Desk;
- c. the air ambulance helicopter sector, the New Zealand Police, RCCNZ and the National Air Desk will work together to maintain a clear understanding regarding the communication, crew requirements and operational coordination of SAR missions that may also require an air ambulance service response, in accordance with the memorandum of understanding between those parties dated 17 August 2022;
 - d. unless advised otherwise by the New Zealand Police or RCCNZ, where a Provider is at the scene of the incident having been dispatched by the New Zealand Police or RCCNZ to conduct a SAR mission, they will have on board at least one clinical person: an ICP, doctor or flight nurse appropriately trained as per the current NZS 8156 Standard;
 - e. Primary Retrievals (and all other non PHE and/or IHT missions) are not funded under this Agreement.
 - f. Aircraft dispatched on a SAR/RCC mission remain configured and staffed as an air ambulance unless the removal of equipment and clinical crew is necessary to facilitate the rescue mission (i.e. carrying an alpine rescue team infringes safe weight or space limitations).
- 8.2.2 This Agreement does not include the delivery and purchase of search services or the recovery of bodies. "Search" means an attempt to locate a person who has been reported and accepted as missing by the New Zealand Police or RCCNZ.

8.3 Air Ambulance Service and Hospital Interface

- 8.3.1 The Provider will establish relationships with all the hospitals in its region and relevant hospitals from neighbouring regions as relevant. The Provider will ensure:
- a. key roles, responsibilities and contact people are identified, including mission tasking and coordination responsibility;
 - b. the air ambulance service and hospitals work together to ensure the best outcome possible for the Service User. They keep in close communication to coordinate the transfer between the Provider and the receiving treatment facility to ensure the continuity of care for the Service User is maintained;
 - c. correct handover occurs including the provision of a verbal report, a documented copy of the ePRF or the IHT transport report and where appropriate, the ACC45 to the receiving treatment facility⁶;
 - d. for pre-hospital (emergency) retrievals, the clinical responsibility remains with the Provider's 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;
 - e. Provider IHT or hospital clinical crew are trained and meet training requirements specified in the current NZS 8156 when undertaking IHT missions;
 - f. all role-specific medical equipment is maintained as agreed; and
 - g. that they participate in the development of clinical pathways and destination protocols and comply with regional variations as agreed by the regional clinical governance group.

8.4 Air Ambulance Service and National Civil Defence and Emergency Management Interface

- 8.4.1 The Provider must comply with the current National Civil Defence Emergency Management (CDEM) Plan Order 2015, the Ambulance New Zealand, Ambulance National Major Incident Plan (AMPLANZ) Framework and the New Zealand Standard Ambulance, Paramedicine, and Patient Transfer Services (NZS 8156:2019) Standard (and any updated version of that standard). The Provider will:
- a. continue its service and manage any increased demand;
 - b. prepare an incident and emergency plan that is integrated with that of the relevant HNZ

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 by the Provider.

- regional Group, and road ambulance provider;
- c. be represented on HNZ regional groups as required;
- d. comply with dispatch instructions from the National Air Desk; and
- e. bill the relevant agencies directly on a full cost of service recovery basis for provisions of service outside normal air ambulance activities when notified by National Coordination Centre of the agency requesting service provision, for example, the New Zealand Police, RCC, DOC, CDEM, regional council.

9 Operating arrangements

9.1 Air Operator certificates

- 9.1.1 The Provider and/or any of its Approved Subcontractors under this Agreement (as appropriate), is required to be the holder of an Air Operators Certificate in accordance with the CAR set out in Schedule 3: Quality Standards, clause 7.1.a and recorded in Appendix 8 of this Agreement.

9.2 Clinical Crew

- 9.2.1 For pre-hospital retrievals, at all Bases the Clinical Crew will be on Base or on-call with the Aviation Crew in accordance with the Service Category allocated to that Base. Aviation Crew and Clinical Crews are required to work closely together to achieve Service User outcomes.
- 9.2.2 Clinical Crew must maintain a high level of aviation awareness training. The Provider must provide access to Aircraft, static training equipment and simulators (when appropriate) to ensure that proficiency and currency are maintained.

9.3 Tasking/Dispatch

- 9.3.1 The Provider must ensure that the requirements in this section are met in relation to tasking/dispatch and is responsible for ensuring that its pilots and other personnel carry out their responsibilities.
- 9.3.2 The Provider must ensure that all work undertaken by the Provider's personnel, including pilots, under or in connection with this Agreement complies with the requirements of the Health and Safety at Work Act 2015.
- 9.3.3 Notwithstanding any tasking instructions received from the National Air Desk, including requiring Aircraft to operate from designated or non-designated helicopter landing sites, the pilot-in-command of the Aircraft has sole responsibility for decisions with regard to the safety of flight operations and nothing in this Agreement relieves the pilot-in-command of their responsibilities under the Civil Aviation Act 1990 and in particular CAR 91.127.
- 9.3.4 Aircraft must be available to provide the Services in accordance with instructions received from the National Air Desk⁷.
 - a. The Provider acknowledges that the National Air Desk will determine the tasking for the Services, except for flights relating to Aircraft maintenance, which may be determined by the Provider.
 - b. Where the National Air Desk tasks the Provider for Services, the National Air Desk may also re-task the Provider at any time in favour of another service or, in coordination with the New Zealand Police or RCCNZ, another mission.
- 9.3.5 The Provider must refer any tasking conflicts that arise from tasking provided by hospitals, the New Zealand Police, RCCNZ or other agencies to the National Air Desk for resolution prior to carrying out the service.
- 9.3.6 Other processes and protocols governing the relationship between SAR operations and emergency ambulance services are agreed in the "New Zealand Search and Rescue and Emergency Ambulance Services Relationship Agreement".⁸

⁷ ANTS criteria is used for pre-hospital emergency dispatch – see Appendix 5: ANTS criteria

⁸ <https://nzsar.govt.nz/assets/Downloadable-Files/SAR-Ambulance-Letter-of-Agreement-Dec-2016.pdf>

- 9.3.7 When an Aircraft is tasked to a search and rescue or pre-hospital scene the Aircraft may become one of a number of ambulance resources sent to the scene. The Provider acknowledges that the Road Ambulance Operations Manager (AOM) or senior ambulance clinician (including the air ambulance clinician) at the scene has operational command of all ambulance resources tasked to the incident, including the Aircraft and the clinical crew and they must comply with the AOM's reasonable directions. For the avoidance of doubt, both the AOM or senior ambulance clinician at scene or the national coordination and tasking function may stand-down the Aircraft if it is no longer required.

9.4 Pilot Responsibilities

- 9.4.1 The pilot must at all times comply with the Civil Aviation Act (1990) and all appropriate CARs.
- 9.4.2 During a mission Aviation Crew must ensure that communications with the National Air Desk is in accordance with this Agreement, and comply with flight following procedures and Ambulance Incident Command and Control procedures.
- 9.4.3 In order to ensure that the flight can be conducted safely the minimum regulated standards for flight planning and flight following must be strictly followed.
- 9.4.4 No passengers or Provider's personnel are permitted to travel on the Aircraft, other than the Aviation Crew and Clinical Crew (or other mission specific crew such as SAR) and parent/guardian/support person and others, including the Service User. The pilot-in-command has the final decision when accepting the above authorised passengers. Any other passenger types must be approved by NASO in writing.
- 9.4.5 Where a passenger is carried with authorisation, he or she must be listed on a manifest.

9.5 Deployment and Unauthorised deployment

- 9.5.1 A PHE mission is validly tasked if, and only if, it is tasked by the National Air Desk (note tasking includes the National Air Desk confirming a mission arranged by a third party).
- 9.5.2 An IHT mission is validly tasked if, and only if, it is tasked by either:
- a. the National Air Desk; or
 - b. a hospital (if notified to the National Air Desk).
- 9.5.3 The Provider must not deploy Aircraft to any operation including an incident or emergency operation without the authorisation of the National Air Desk or a hospital. Any such unauthorised deployment is a serious breach of this Agreement and may result in suspension and removal from this Agreement of Provider's personnel and may lead to termination of this Agreement. The Provider is responsible for the cost of unauthorised deployments and any charges for specialist equipment services (including crew costs) where such services have not been requested by the National Air Desk or a hospital. NASO will reject and the Purchasers will not pay any invoices for such costs. For the avoidance of doubt, the Provider's medical or clinical staff cannot deploy an Aircraft without the authorisation of the National Air Desk or a hospital.

9.6 Operating procedures

- 9.6.1 All operating procedures must comply with or exceed the New Zealand CAA requirements, standards and other risk management and safety requirements in this Agreement.
- 9.6.2 The Provider must provide NASO with a copy of the Provider's Aviation Exposition and related procedures on request.

9.7 Task profiles

- 9.7.1 Placeholder clause for future development with the Provider.

9.8 Clearances, Permits and Consents

- 9.8.1 The Provider must ensure that the Aircraft is able and available to fly to and land at any suitable landing area in New Zealand in accordance with the requirements of the Civil Aviation Act and CAA Rules set out in Schedule 3: Quality Standards, clause 7.1.a.
- 9.8.2 For the avoidance of doubt, Providers will, if landing on a hospital heliport and/or flying over publicly

populated areas to a heliport, ensure the helicopter adheres to Civil Aviation regulatory requirements and operate to 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.

9.8.3 For the avoidance of doubt, Providers will, when flying over all other areas and wherever practicably possible, ensure that in the event of a One Engine Inoperative (OEI) situation the Aircraft (if a twin-engine Aircraft) is able to achieve sufficient rate of climb to maintain separation between the Aircraft and any impending obstacles.

9.8.4 The Provider is responsible for payment of all fees and charges in connection with obtaining, maintaining and complying with clearances, permits and consents.

9.9 Fatigue Risk Management

9.9.1 In addition to the requirements in the New Zealand Aeromedical / Air Rescue Standard⁹, the Provider must apply and review an approved Flight and Duty Scheme that includes all obligations to manage fatigue hazard risks in accordance with Civil Aviation Act and CAR and procedures in accordance with Schedule 3: Quality Standards, clause 7.1.a.

9.9.2 The Provider will provide a copy of its Fatigue Risk Management documentation to NASO upon written request.

9.10 Safety Management System

9.10.1 The Provider must have in place and comply with a documented Safety Management System (SMS) based on New Zealand civil aviation requirements.

9.10.2 SMS certification, as issued by the CAA, must be effective by the 1st November, 2022 and remain current for the Term.

9.10.3 The Provider will provide a copy of all or part of its SMS documentation to NASO upon written request for the purposes of audit and review. Matters that NASO may review include but not be limited to are:

- a. entering risk and safety notifications and information into the SMS system;
- b. fully and actively engaging in safety investigations initiated by CAA;
- c. any risk and safety incidents or issues;
- d. investigate incidents and reviewing and updating Operational Risk Profiles and Standard Operating Policies;
- e. submitting variation reports as required in Schedule 5: Reporting and Key Performance Indicators and participating in safety monitoring activities;
- f. Risk Management;
- g. Fatigue Management;
- h. Emergency Procedures;
- i. Drug and Alcohol Management Program (DAMP) as specified in the NZS8156 standard;
- j. compliance with the Health and Safety at Work Act 2015.

9.11 Contract Management

9.11.1 The Provider must develop and maintain a Contract Management Plan (CMP). The Provider will provide a copy of its CMP to NASO within 20 Working Days of the date of this Agreement and any update or renewal of the CMP.

9.11.2 The CMP is the primary management document for defining the reports and reporting procedures, financial management procedures and controls, scheduling and timing of all contractual activities and as a minimum describes:

- a. the Provider's organisation, systems, and procedures for management of the Agreement;

⁹ Refer to the most recent version published on the Ambulance New Zealand website <http://www.ambulancenz.co.nz/standards/>

- b. the arrangements for managing sub-contractors and integration of their efforts for the provision of the Services;
- c. risk management strategies for managing contractual obligations;
- d. any other information considered relevant to the effective provision of the Services.

10 Operational Availability Requirements

10.1 Operational Availability

- 10.1.1 Operational availability and capacity to immediately provide the Services is a key performance and system requirement.
- 10.1.2 The Provider must maintain the required level of availability so that when tasked for the Services, an appropriately crewed and configured Aircraft is available to immediately respond to the task. (For the avoidance of doubt, a “delayed availability” Aircraft status is interpreted as the Aircraft being not available, and if the Aircraft is tasked to a winch-capable mission and the Aircraft is not fitted with a winch then the Aircraft is not “available”.)
- 10.1.3 The Provider must provide sufficient back-up Aircraft, and Spare Parts and manage maintenance and training requirements to maintain the required level of operational availability as specified for the Availability KPI set as specified in the Letter of Expectation as set out in Schedule 5 clause 3.
- 10.1.4 The Provider, at least monthly, must develop a schedule of availability which includes Aircraft, clinical and flight crew, including pilots. This schedule must be kept up-to-date and accessible to the National Air Desk in real time to support tasking decisions for the Services. Any change to the schedule of availability, such as unscheduled maintenance, must be notified immediately to the National Air Desk.
- 10.1.5 The Provider must have sufficient Aircraft available for the Region to ensure that the required level of Operational Aircraft is maintained.
- 10.1.6 If an Aircraft becomes unavailable the Provider must immediately notify the National Air Desk and develop and implement a plan to maintain the KPIs.
- 10.1.7 If an Aircraft becomes damaged in any way to the extent that it is not operable in accordance with New Zealand CAA requirements, the Provider must, at its expense, replace the Aircraft, lease or charter a suitable replacement Aircraft within thirty (30) days after the damage to the Aircraft.
- 10.1.8 If the Provider is unable or fails to fulfil its obligation to provide the level of availability of Operational Aircraft required under this Agreement, NASO may, after consulting the Provider but in its absolute discretion and at the cost of the Provider, accept an alternative back-up Aircraft provided by a third party, for a period of time as agreed with NASO. The Provider must, prior to the use of the Aircraft, ensure that CAA has authorised the Aircraft for use under the Provider’s Air Operator Certificate.

10.2 Operational Responsiveness

- 10.2.1 Provider availability is as follows:
 - a. Responsiveness to tasking requests is a key operational requirement.
 - b. When tasked Aircraft must be airborne as quickly and safely as possible.
 - c. Performance against the time from first notification to skids/wheels off will be monitored and reviewed as an indicator of performance under this Agreement.
 - d. The Provider must develop procedures to safely minimise airborne times to urgent tasking requests where time is of the essence, such as a request to respond to a person in the water.
 - e. The Provider must have systems in place to support safe and quick activation of Crews and Aircraft.

10.3 Capability

- 10.3.1 Notwithstanding the Providers’ statutory obligations to ensure all safety and aviation requirements are ensured, the Provider must comply with the following Operational Response Time:
 - a. Time taken for the Aircraft to become airborne, measured as the time from first notification to skids/wheels off.

- b. Tasking:
 - i. Target time to skids/wheels off for urgent PHE:
 - A. Daylight (Tasking occurs between 0800 to 1800): median 10 minutes from tasking;
 - B. Night (Tasking occurs between 1800 and 0800): median 20 minutes from tasking.
- c. Target times must be met at least xx% of the time unless otherwise agreed in writing between the Parties.

10.3.2 Notwithstanding that response times are required to be recorded at all times, for the purposes of KPI calculations only the following mission types are excluded:

- a. overland/water homing beacon or visual search missions;
- b. an Aircraft requiring a refuel upon the completion of a mission and still to be conducted prior to initial departure from Base;
- c. any mission requiring an upgraded weather and planning assessment;
- d. any mission delayed due to the actions or inactions of another provider's personnel where the situation is reported to NASO.

10.4 Number of Operational Aircraft

Bases	Number of operational Aircraft

10.4.1 The register of operational Aircraft to be provided by the Provider is set out in Appendix 11.

10.5 Hours of operation

10.5.1 Aircraft and Crew for Primary and Back-up Aircraft must be available to provide the Services in accordance with five (5) Service Categories and corresponding resource availability. The five service categories and corresponding resource availability is tabulated as:

Aircraft	Service Category	Resource availability	
		Day	Night
Primary	Service Category 1	On base	On base
	Service Category 2	On base	On call*
	Service Category 3	On base	-
Backup	Service Category 4	On call*	On call*
	Service Category 5	On call*	-

* On-call Crews are expected to be available at any time, usually with short notice, to carry out their working duties. In the above table, "on base" means the crew are present at the Base and "on call" means the Crew may not be present on Base but are available to be called to Base to carry out a mission.

10.5.2 Primary and Back-up Aircraft, and corresponding Service Category must be available at the following Bases:

Base	Aircraft	Service Category	Day	Night

11 Base Requirements

11.1 Ownership and Operation

- 11.1.1 The Provider is responsible for all services associated with the management and operation of the Base including but not limited to water, telephone, electricity, sewerage, rates, cleaning, linen, waste disposal, and medical waste disposal.

11.2 Objective of each Base

- 11.2.1 The Provider will provide:

- a. suitable secured accommodation for the Aircraft;
- b. the office and administration areas to support the operations;
- c. the overnight accommodation for Aviation Crew and Clinical Crew.

- 11.2.2 The Base will:

- a. take into account the environment constraints – particularly proximity to residential areas;
- b. take into account the “meteorological” constraints – fog, wind, sea spray etc;
- c. be located to provide rapid helicopter response to emergency;
- d. be located so as to avoid where possible delays due to controlled airspace clearances;
- e. be located where possible with ease of access to helicopter lanes;
- f. be located to provide rapid air ambulance response to emergencies (pre-hospital or inter-hospital) within the more populous surrounding areas.

12 Clinical Crew Training Requirements

12.1 Training Management Plan

- 12.1.1 The Provider must ensure its own (including subcontracted) and hospital clinical personnel qualifications, experience, training meet the standard specified in NZS 8156:2019 (and any other updated version of the standard) and the NZ Aeromedical / Air Rescue Standard¹⁰ as a minimum.
- 12.1.2 The Provider must develop and maintain a Training Management Plan (TMP) that details the aims and objectives of the training programme and describe how initial and ongoing training must be coordinated and conducted and provide to NASO. All training must be contextualised so as to be consistent with NASO and regional health services operational and clinical work practices, operational procedures and risk management strategies.
- 12.1.3 The TMP must detail the initial and recurrent training requirements to meet the New Zealand Aeromedical/ Air Rescue Standard and any other CAA or NASO requirements.
- 12.1.4 As a component of safety and training, the Provider must have in place a documented DAMP that ensures compliance to Health and Safety at Work Act 2015 and SMS.
- 12.1.5 All courses must be conducted in accordance with the TMP.

12.2 Content

- 12.2.1 Training content must be agreed in consultation with NASO. Training must include actual mission roles with full scenario content at 12 monthly intervals for all Clinical Crew members.

12.3 Equipment

- 12.3.1 The Provider is required to provide, or have access to, operational and rescue equipment in sufficient quantities to undertake flight and simulation training. The equipment must be identical to the operational equipment and must be clearly identified as training equipment. This equipment must be subject to the same quality assurance measures and maintenance as operational equipment.

¹⁰ Refer to the most recent version published on the Ambulance New Zealand website <http://www.ambulancenz.co.nz/standards/>

- 12.3.2 If the Provider does not employ their own Clinical Crew, then the clinical provider (road ambulance or hospital) is responsible for the supply and maintenance of clinical and medical equipment for training purposes.
- 12.3.3 The Provider must ensure sufficient supply of spare (supplemental) operational and rescue equipment to maintain the training schedules of Clinical Crew.
- 12.3.4 The operational and rescue equipment for training must include:
- a. communications devices
 - b. individual PPE
 - c. life raft and water rescue role equipment
 - d. all harnesses, strops, related connections, and stretchers, both rescue and Aircraft
 - e. mannequins for both land and water use, and mannequins with airway management capacity as agreed by NASO
 - f. all reading material and handouts.

12.4 Instruction

- 12.4.1 The Provider must provide sufficient number of appropriately qualified and experienced trainers for operational and rescue training to meet the required air ambulance Standards.

12.5 Training Venue

- 12.5.1 The Provider shall use appropriate training venues. The venues must allow for realistic training scenarios.

12.6 Crew Resource Management (CRM) training

- 12.6.1 The provider must ensure all staff are CRM trained to meet the New Zealand Aeromedical / Air Rescue Standard.
- 12.6.2 The Provider must make available its Aviation Crew in similar numbers to the clinical crew, for each CRM course. CRM training is to be completed within six (6) months of Contract commencement. Otherwise all staff must be trained in CRM before commencing air ambulance duties.

12.7 Holding of training records

- 12.7.1 The Provider must maintain auditable records of all education and training provided to clinical crew.

12.8 Emergency procedure training

- 12.8.1 Emergency procedures instruction must have specific reference to the categories of sick and injured persons and additional crew or persons who may be carried in the Aircraft cabin.
- 12.8.2 The Provider must train each clinical crew member in identifying and correcting in-flight electrical circuit failures for aeromedical.

12.9 Minimum level of training equipment

- 12.9.1 All training must be conducted without compromising the mission availability of standard Operational Aircraft equipment. That is, that sufficient equipment must be provided for all staff to undertake the training thus allowing the Operational Aircraft to be tasked, as required.

12.10 Currency from operational tasks

- 12.10.1 Where an airborne training requirement has been completed during an operational case, NASO must accept this as a currency provided there were no training deficiencies identified during the task.

12.11 Providers trainer's qualifications and experience

- 12.11.1 The Provider must record the skills, qualification, and experience of each instructor and/or assessor assigned to undertake clinical crew training in the TMP. Where there is variance from the skills, qualification or experience described in the TMP, the Provider must record in the TMP as required.

13 Third party contracting

13.1 Aeromedical Services

- 13.1.1 The Provider is permitted to contract with third parties seeking clinical, aviation or aeromedical services, or training, ground support, administration, logistics and consulting services, all on an ad hoc commercial basis, through the use of Provider Aircraft, crew and/or other equipment or resources used to provide the Services under this Agreement (Third Party Work), subject to and in accordance with the following conditions:
- a. the Third Party Work shall not adversely affect the Provider's ability to deliver any part of the Services under this Agreement;
 - b. the third party customer shall pay the full cost to the Provider of providing the Service with the Aircraft, crew and/or other equipment or resources being deployed, plus a margin;
 - c. the Provider shall if practicable and as appropriate coordinate with its neighbouring rotary air ambulance provider to provide back up for the Aircraft deployed on Third Party Work; and
 - d. the Provider shall ensure its insurance covers the Third Party Work.
- 13.1.2 The Provider shall notify NASO as soon as is reasonably practicable before it intends to carry out any Third Party Work (other than for Police and RCCNZ) involving Aircraft.

13.2 Costs and revenue

- 13.2.1 The Provider shall report to NASO all revenue associated with the provision of Third Party Work as separate line items within monthly financial reporting.
- 13.2.2** All net revenue received by the Provider for delivering any Third Party Work shall be reinvested into the Provider's business for the benefit of the Services or for the purpose of improving the Services.

PART 2 - TECHNICAL SPECIFICATION: Helicopters

1 Interpretation

- 1.1 Subject to clause 1.2, for the purposes of this Technical Specification, all references to 'must' are mandatory technical requirements and all references to 'should' are preferred technical requirements, in accordance with Schedule 2, clause 1.2.1(i) and clause 1.2.1(j).
- 1.2 This Technical Specification must be read in conjunction with Appendix 9: Provider's Technical Specification Non-Compliance Statement, which specifies the technical requirements in this Technical Specification the Aircraft will not comply with. Appendix 9 takes precedence over this Technical Specification.

2 Air Ambulance Helicopter Service Background

2.1 Operating Environment

- 2.1.1 Aircraft are capable of operating and conducting the service described in this Agreement in any combination of the following operating environments:
- a. by night and by day;
 - b. over land and over sea (resulting in significant salt water exposure);
 - c. in inclement weather;
 - d. in varying climatic conditions (summer and winter seasons);
 - e. in hot, dry, dusty regions;
 - f. in high country at high density altitudes and alpine regions;
 - g. in complex urban terrain.
- 2.1.2 Temperatures in these areas may vary from as low as ISA -25C to as high as ISA +25C. The Aircraft can expect to perform tasks over terrain of between 0 and 12,000 ft AMSL.

2.2 Concept of Provider Operations in providing the Services

- 2.2.1 Aircraft are crewed by the Provider's Aviation Crew. Clinical Crew may be provided by the Provider or through an Approved Subcontractor.
- 2.2.2 All Aircraft (helicopters) are primarily configured to provide the air ambulance helicopter service. It is acknowledged that the Aircraft may be used from time to time on other aeromedical emergency missions including Search and Rescue (SAR).
- 2.2.3 Defined Helicopter Landing Sites (HLS) are usually described in Provider Standard Operating Procedures. However Aircraft are routinely expected to land at HLS which are not defined, and have the capability to land in most circumstances where it is judged to be safe to do so under the pilot in command. For pre-hospital (emergency) missions the ability to winch personnel, or to operate in confined areas at relatively high gross weights/density altitudes is required.
- 2.2.4 The Aircraft configuration allows for the following:
- a. Capable of taking:
 - i. two stretchers for pre-hospital (emergency) missions; and
 - ii. single stretcher/incubator for IHT missions.
 - b. For PHEs there shall be three designated seats for Crew for single stretcher mission or two seats for Crew with a two stretcher mission.
 - c. For IHTs (excluding PICU/ECMO) there shall be three seats. Two seats must be for dedicated Clinical Crew. An additional seat must be available for Crew (clinical or aviation) or a passenger.
 - d. For IHTs using the PICU/ECMO teams there shall be a minimum of four seats dedicated for Clinical Crew in the rear cabin.

- e. Seat configuration must provide for Clinical Crew to remain seated and constrained whilst monitoring Service Users and medical equipment in flight. However, the cabin configuration should also allow the Clinical Crew to move freely around the cabin to operate equipment and assist Service Users if required to provide the necessary medical care.
- f. The stretcher or Aircraft configuration allows a stretcher Service User to have their head elevated above their feet and a monitoring Clinical Crew to sit near the head.
- g. The use and restraint of a second stretcher must be undertaken whereby the Stretcher is certified and compliant with CAR. The Aircraft should be fitted with a stretcher-loading device that minimises the lifting weight of the stretcher. The weight of standard role equipment is in accordance with the equipment list in Appendix 6 Final Equipment Lists.
- h. The additional role equipment for IHTs will be in accordance with Appendix 7 Air Ambulance Helicopter Specific Item Specification.

2.2.5 Aeromedical Medical Systems must include:

- a. Fixed medical oxygen systems (as opposed to standard aviation systems) that can be capable of being replenished using a decanting system from medical oxygen or change over bottle system. The bottles may be compatible with road ambulance services and must be capable of being changed by the Aviation Crew.
- b. Electrical systems/receptacles (12/28 and 240 Volt) for Service User life support including the Incubators.
- c. Electronic and/or electro-mechanical medical equipment that is either installed in the Aircraft or that is carried on board by Clinical Crew that have been cleared for flight in accordance with the requirements of Civil Aviation Act (1990), CAR or equivalent.

2.2.6 Aircraft must have the capability to fly up to 200 nm at 1500 feet altitude, at ISA conditions and nil wind with the requisite load in day, night or adverse weather with appropriate fuel reserves.

2.3 Task Profiles

2.3.1 Indicative tasks described in the Task Profiles appropriate to both pre-hospital and IHT components are to be agreed and documented by region as set out in Part 2, Service Specification clause 9.7.1

3 Aircraft Airworthiness Standards

3.1 Aircraft operated by the Provider must meet all of CAA's airworthiness standards and Providers must hold a CAA Air Operators Certificate in accordance with the New Zealand CAR (listed in Appendix 8).

3.2 All Aircraft provided by the Provider must be authorised to fly and perform the functions required by this Contract. For the avoidance of doubt, this means an Aircraft must be authorised and capable to provide and meet the requirements of a mission-specific Service. An Aircraft is not necessarily required to be fully capable and authorised to provide all Services.

4 Service Availability

4.1 The Provider must develop and maintain an Availability Management Plan (AMP) that will meet NASO's objectives outlined in clause 5 of the Service Specification during the term of the Agreement.

4.2 All Aircraft must be made available for each flight with at least three (3) hours Flight Time, as defined in CAR Part 1, remaining prior to the next scheduled maintenance.

4.3 All Provider Aviation Crew must be made available with sufficient duty time to complete their rostered shift in accordance with the Flight Duty Scheme as approved by CAA.

4.4 All equipment listed in this Specification must be serviceable and capable of operation at the time of being tasked.

4.5 Fuel loading must be in accordance with CARs.

5 Pilot Training

- 5.1 Pilot competence and training must, at all times and for the Term of the Agreement, be in strict accordance with the:
- a. Civil Aviation Act 1990 and CAR and procedures
 - b. New Zealand Aeromedical / Air Rescue Standard.
- 5.2 All Training and Checking activities must be recorded on the company Training and Checking file system, which must be accessible to NASO on demand.
- 5.3 New pilots under the Agreement must be accompanied by a Training Captain or existing Agreement pilot familiar with the Area of Operations, for at least three (3) missions from the relevant Operating Base.
- a. Initial pilot type training should where possible involve the manufacturer's training systems, including access to Aircraft specific flight simulation at an OEM facility or specialist flight training organisation such as Flight Safety International. Scenario-based operational-based training and training using simulators can allow for particular emergency procedure training unavailable in the actual Aircraft.
 - b. Training should be an ongoing, continuous process. However, all pilots providing Services should undertake refresher training every two (2) years using Aircraft specific flight simulation at OEM facilities, Flight Safety International, or at an alternative accredited facility that provides similar and suitable services, and which is acceptable to NASO.
- 5.4 The Provider will be responsible for any flight simulator safety training expenses.

6 Procedures

- 6.1 The Provider must ensure that all Crew:
- a. Are easily identified, including name tags, present themselves in a clean, neat and courteous manner at all times in accordance with Provider's dress code including personal protection Equipment (PPE) and Code of Conduct.
 - b. Perform other duties as agreed in writing between NASO and the Provider.
- 6.2 Aviation Crew may be required to assist the Clinical Crew in the loading and unloading of Service Users and/or equipment and baggage and/or reconfiguration of the Aircraft and maybe required to assist the Clinical Crew with Service User management and communication processes.
- 6.3 All Crew are required to work closely with the pilot in flight and around the Aircraft to ensure safe working practices are upheld. Situations may include but are not limited to uncontrolled landing zones or while loading and unloading processes are carried out.
- 6.4 The Provider must ensure that all airport based staff and Crew hold a current New Zealand Airport Identity Card, and that it is displayed on their uniforms at all times while on duty.

7 Operations

- 7.1 The Provider must operate the Aircraft at the Aircraft manufacturer's normal climb, cruise and descent power settings when complying with Flight Orders.
- 7.2 Whenever practical, taking into account operational safety and mission requirements, the Provider will utilise noise abatement procedures, as recommended by CAA, the aerodrome or HLS operator, the HAI and/or the Aircraft manufacturer.
- 7.3 The Provider must ensure the Services are provided in accordance with the following:
- a. Airworthiness Directives either issued by the relevant National Airworthiness Authority (NAA), or CAA;
 - b. The Providers' CAA-approved Training and Checking Organisation;

- c. CAA approved Minimum Equipment Lists (MEL) specific to the Aircraft serial numbers and equipment fit; and
- d. CAR as applicable.

8 Aircraft General Specifications

8.1 Aircraft general specifications are as follows:

- a. All Aircraft must be twin-engine turbine powered rotary wing Aircraft, and must meet Performance Class 1 during flight:
 - i. at all times flying over urban environments;
 - ii. when arriving at or leaving PC1 rated heliports;
 - iii. when delivering Service Users to a hospital;
 - iv. wherever practicable when collecting Service Users on a pre-hospital (emergency) services mission.
- b. unless, when operating under Maximum All Up Weight (MAUW), temporary dispensation is provided where the Provider can assure that operating the Aircraft is not in breach of the Civil Aviation Act (1990) or CAR.
- c. All Aircraft supplied by the Provider must be registered, comply and be maintained with the Civil Aviation Act and CAR and procedures in accordance with Schedule 3 Quality Standards, clause 7.1.a, throughout the Term of the Agreement.
- d. There must be no outstanding mandatory Airworthiness Directives (ADs), Service Letters and/or Service Bulletins either issued by the relevant NAA, or CAA. Compliance with all such directives arising during the term of the Agreement must be appropriately met.
- e. The Aircraft should be single-pilot IFR (SPIFR) certified, equipped and maintained.
- f. The Aircraft must be capable of operating within the normal area of operations in a wide range of weather conditions.
- g. The Aircraft must be capable of conducting the indicative tasks described in the Flight Profiles (Part 2 Service Specification clause 9.7.1) including the weights provided for Crew and Equipment. Preference may be given to Aircraft that can complete the tasks over a broad range of environmental conditions and operational configurations as per 5.1.1.
- h. The Aircraft must be able to sustain 110 Knots Indicated Airspeed (KIAS) in straight and level cruise at sea level ISA+5 degrees Celsius at mission weights with all equipment fitting in a fully operational ambulance helicopter, with sufficient IFR fuel for 200 nautical miles plus reserves, into and out of the HLSs listed in Appendix 1. Preference may be given to Aircraft which can exceed this minimum.
 - i. The Aircraft should have the ability to carry two (2) stretcher Service Users.
 - j. The Aircraft must be equipped with an engine fire detection and extinguishing system.
 - k. The Aircraft must be fitted with a rotor brake.
 - l. Depending on the Aircraft type, the height of the platform must be agreed to by NASO. The platform height being the height of the Aircraft floor measured from ground level in the section where the stretcher system, including the restraining system, is located.
- m. The Aircraft must be capable of landing on uneven terrain and slopes of at least 5-degree inclinations in any (directional) orientation. Preference may be given to Aircraft which can exceed this minimum.
- n. The Aircraft must be capable of landing on snow or soft sand using an anti-sinking device.
- o. The Aircraft must be fitted with an engine wash system.
- p. Structures, restraints and fittings must be lightweight utilising where possible current/latest materials and technology to minimise Aircraft basic weight.
- q. For night flights, two (2) sets of opaque washable / dry cleanable curtains, dividers, or night vision

compatible lighting should be provided between the cockpit and cabin to contain rear lighting from interfering with the pilot's night or NVG vision. The curtains or dividers must be able to be installed and removed in five (5) minutes.

- r. All Aircraft must have Category A design certification.
- s. The Aircraft must have ability to have dual flight controls.

9 Fleet Standardisation and Interoperability

- 9.1 Providers intending to undertake a new medical fit out in Aircraft must take into account the ability to use equipment interchangeably with road ambulances, other air ambulances and hospital services. It is NASO's preference that all medical equipment is standardised across all Regions.
- 9.2 Notwithstanding clause 9.1, NASO will give due regard to IHT Services where publicly funded hospitals use and retain their medical equipment.
- 9.3 Aircraft of the same type and model should have a standardised configuration and equipment list.
- 9.4 The medical fit out in Aircraft must support adult and neonatal retrievals. Any non-standard changes to the fit out require CAA approval.
- 9.5 Winching operations must be completed under the same operational standards between all Aircraft. The variances can only be between specific winch types, noting the minimum standard is a 272kg winch.

10 Competency of Aircraft and Performance

- 10.1 Aircraft and the Provider's Personnel provided under this Agreement must be capable of landing on and taking-off from any Base, hospital heliport or airfield nominated when tasked, subject to any operational or regulatory limitations.
- 10.2 All Aircraft should be equipped with three (3) axis autopilot.
- 10.3 All Aircraft must be equipped with Helicopter Terrain Avoidance Warning Systems (HTAWS).
- 10.4 Aircraft and Provider's Personnel working at coastal bases, must be capable of safely accessing Service Users on boats up to 100nm from shore (irrespective of size) either via landing on or winching. At night, only large boats are required to be accessed. A large boat will be one that is a suitable size and able to provide sufficient illumination to function as a reference point and provide spatial orientation for flight crew for hover operations. This must be possible to accomplish without visual augmentation devices.
- 10.5 All Aviation Crew will regularly practice the skillsets required to perform the Services in a Simulator with dedicated training scenarios provided. Simulator training will be supplemented by training in the actual Aircraft where required, utilising spare or Operational Aircraft.

11 Noise Abatement

- 11.1 Whenever possible and where applicable, noise abatement procedures, as required by the Civil Aviation Authority of New Zealand (Part 93 Special Aerodrome Traffic Rules and Noise Abatement Procedures) must be followed in urban areas.

12 Aircraft Electrical and Avionics

- 12.1 The Aircraft must meet the instrumentation and equipment requirements for single pilot air operations.
- 12.2 In addition to the equipment required by CAA for the category of operation, all Aircraft should also be equipped with:
 - a. An IFR certified Four-Axis Autopilot with Flight Director.
 - b. An Electronic Engine Trend Monitoring or a Health and Usage Monitoring Systems (HUMS).
 - c. A Ground Proximity Warning System (GPWS) providing protection against controlled flight into

terrain. Warnings will include excessive rates of descent, terrain closure rate, excessive altitude loss after take-off or missed approach, insufficient terrain clearance, descent below glideslope and excessive bank angle.

- d. Dual VHF Omni Directional Radio Range/Instrument Landing System (VOR/ILS).
 - e. Dual Automatic Direction Finder (ADF) with the indicator displaying as an RMI.
 - f. Marker Beacons with audio output.
 - g. Single Distance Measuring Equipment (DME).
 - h. Two (2) Instantaneous Vertical Speed Indicators (IVSIs).
 - i. Illuminated 'No Smoking / Fasten Seat Belts' signs in the cabin.
 - j. Transponders capable of operating in Mode S and ADS-B (OUT).
 - k. Colour Weather and Mapping RADAR incorporating Multi-Function Display or Nav-Overlay.
 - l. Global Positioning System (GPS) approved for use under Instrument Flying Rules (IFR) as a primary means IFR navigation aid and supplemental means IFR non precision approach navigation aid.
 - m. Integrated moving map display (aviation and street maps).
 - n. Fitted with a TSO certified Emergency Locator Transmitter (ELT), registered with the Maritime New Zealand, with simultaneous transmission on 121.5 MHz and 406 MHz (incorporating GPS Data).
 - o. Communications equipment as listed in the Aeromedical Communications section.
 - p. Communications and navigation equipment required for single pilot IFR flight in the category of Traffic Collision Alerting and Avoidance System (TCAS II).
 - q. Air-conditioning.
 - r. Thermostatically controlled 50mm warm air outlets.
 - s. Lightweight Aircraft Recording System (LARS).
- 12.3 The Aircraft should wherever possible have a paperless cockpit.
- 12.4 NASO and the Provider must confer as development of medical technologies, such as medical telemetry, are required to be retro-fitted to the Aircraft.
- 12.5 The Provider must ensure that navigation equipment allows task completion in the Operating Environment documented in Information for Respondents.
- 12.6 The Aircraft should have an altimeter fitted in a position visible to the Aviation Crew.
- 12.7 In all navigation systems, installation must aim for a high level of systems integration focusing on single pilot operations to achieve maximum workload reduction.

13 Safety Equipment

- 13.1 The Aircraft must be equipped with the following:
- a. Wire strike protection.
 - b. 'Quick Donning' life jackets to accommodate a minimum of people on board (POB) adult or children.
 - c. The life vests of the Aviation Crew and Clinical Crew minimum four per Aircraft, must be fitted with a 406 MHz Personal Location Beacon (PLB, incorporating GPS data) and survival equipment including pen pocket flares, heliograph.
 - d. A double chamber type life raft with a self-erecting canopy, inflatable floor and buoyant survival radio beacon/s operating on 406 MHz and meeting must be carried when a planned flight is to be twenty-five (25) or more nautical miles offshore and the safety and survival equipment.

- e. Life raft capacity must be sufficient to accommodate a minimum of six (6) persons the full Aircraft compliment exclusive of overload capacity.
- f. Integral Sea Survival Kits must be in accordance with CAR and Procedures, included within the Life Raft.
- g. A suitable First Aid Kit meeting at least the specifications detailed in the Civil Aviation Rules.
- h. Two gas-safe, floating waterproof torches, one each in the cockpit and cabin.
- i. A minimum of six (6) survival suits for Crew per operational Aircraft at coastal Bases where missions exceed 75nm from shore.
- j. Two (2) hand held fire extinguishers, one (1) in the cockpit and one (1) in the cabin.
- k. For flights in designated remote areas must include emergency supplies including two (2) litres of drinking water and other survival equipment as approved by NASO. A remote area is a location where there is unlikely to be ready access to safe drinking water and other survival equipment in the event that, for example, a crew member may need to be left and retrieved at a later stage, or the Aircraft is grounded in a remote location.
- l. Unless otherwise agreed by NASO, personal Safety Equipment, fitted helmets and safety vests must be provided and maintained by the Provider.

14 Night Vision Imaging Systems (NVIS)

- 14.1 The Provider must provide a Night Vision Imaging Systems (NVIS) for all Aircraft to at least the performance standards of CAA including, but not limited to all of the following:
- a. Aircraft must have installed a night vision compatible cockpit and instrument lighting systems as approved by CAA for the use of Night Vision Goggles (NVG).
 - b. Each Aircraft must have a minimum of one NVGs (Generation III or later) for each Crew and Paramedic plus one spare.
 - c. NVIS compatible Aircraft external lighting.
- 14.2 The Provider will be responsible for all installation, maintenance, servicing, and continuing airworthiness of the Night Vision Imaging System.

15 Winch

- 15.1 Where a winch is fitted, it must be a variable speed winch which should be capable of and fitted or supplied with:
- a. Minimum 272 kg load capacity.
 - b. Minimum seventy-six (76) metres of useable cable.
 - c. Minimum of four full cycles before requiring a cooling period.
 - d. 250 feet per minute speed.
 - e. Remote water-resistant pendant.
 - f. Accurate display of deployed cable length.
 - g. Ballistic cutter cable for operation by pilot or Operator.
 - h. Manual cable cutter.
- 15.2 Where a winch is fitted, additional equipment to be provided for use with winch:
- a. Dispatcher restraint strap, or “monkey harness” with approved attachment point and a quick release point accessible by the wearer.
 - b. Winch Harness.
 - c. Nappy harness or similar.
 - d. Winch Rescue Strop.

e. Winch Rescue Stretcher.

- 15.3 The Aircraft should be fitted with a down the wire winch camera, recorder, lighting. The requirement for the camera is for post-flight processing of video only for training and incident management purposes only.
- 15.4 Winch stretcher operations should allow for easy loading of the winch stretcher to the primary stretcher securing position.

16 Minimum Equipment List (MEL)

- 16.1 The Provider must provide each Aircraft with a CAA approved MEL specific to the Aircraft serial number and therefore covering its specific equipment list. A copy of the relevant MEL must be accessible to the operating crew in the Aircraft cockpit at all times during operations.
- 16.2 All equipment listed in the Specifications must be serviceable and capable of operation at the time Aircraft are dispatched in accordance with the terms of the Agreement. The only exceptions are in relation to items listed within the Aircraft's MEL, which are appropriately and duly recorded on the Aircraft Technical Log, as an MEL approved unserviceability.
- 16.3 The Provider must ensure that all defects including those involving MEL items are appropriately recorded in the defects section of the Aircraft Technical Log.
- 16.4 At any time the MEL is required, and a MEL item is entered on an Aircraft Technical Log, the Provider must advise the National Air Desk in writing of the availability or limitations.

17 Maintenance Management Plan

- 17.1 The Provider must develop and maintain a Maintenance Management Plan (MMP), detailing a plan to provide maintenance and servicing of Aircraft, Aircraft systems, Aircraft support and personal safety equipment, specifically:
- a. The Provider must detail the concept of maintenance and servicing requirements to support the Aircraft availability requirements.
 - b. The MMP must include indicative planning and scheduling requirements for scheduled, unscheduled, remote repair maintenance for each Aircraft and associated Aircraft system and support equipment.
- 17.2 As part of the MMP, the Provider must provide a Maintenance Personnel Management Plan, including:
- a. Training programmes.
 - b. Staffing retention, replacement and recruitment strategies.

18 Aircraft and Aeromedical Systems Maintenance

- 18.1 The Provider must:
- a. Ensure its or its maintenance provider's personnel, procedures, equipment, workshop facilities, parts and consumables associated with the maintenance of the Aircraft, conform to the maintenance data, the applicable Law, whether statute or otherwise and sound industry practice.
 - b. Ensure in order to carry out the Services properly, safely and efficiently ensure the Aircraft is maintained, repaired, overhauled and serviced in accordance with published airworthiness maintenance standards.
 - c. Prepare a maintenance control manual, which must be CAA approved and nominate a maintenance controller who must be appointed as per CAA requirements.
 - d. Provide maintenance for the Aircraft in accordance with the approved maintenance programme, the requirements in the maintenance data, sound industry practice, and in compliance with the applicable Law, whether statute or otherwise and requirements of all relevant and competent authorities so as to keep the Aircraft maintained in an airworthy

condition.

- e. Implement an approved maintenance programme, duly noted in the Aircraft Log Books, in order that Aircraft 'down time' be kept to a minimum. This system should ideally follow the manufacturer's recommended maintenance system as found in the Aircraft maintenance manuals.
- f. At all times comply with limitations and inspection requirements issued by the manufacturer of the airframe, engine/s or component parts, or any other authority governing the Aircraft. The Provider must have the agreement of CAA prior to seeking exemption from compliance with the limitations or inspection cycles.
- g. Where relevant to the Services, be responsible for fulfilling all mandatory Airworthiness Directives, Service Bulletins, Service Instructions, etcetera, of CAA, the relevant NAA, and the Aircraft manufacturers as required, including the updating and maintaining of all required documentation. Where non-mandated recommendations have not been adopted by the Provider, then these must also be documented providing clear reasons for the decision(s). This documentation must be produced to NASO upon request.
- h. Advise NASO in writing of any direction issued by CAA or relevant NAA, which may affect either the Certificate of Airworthiness or ability to operate the Aircraft.
- i. Provide to NASO upon written request, a list of all manufacturers' field service documents, e.g. Service Bulletins, Alert Service Bulletins and Service Letters, including airframe, engines, components and accessories, as they affect the Aircraft, and all Airworthiness Bulletins, Airworthiness Directives or like notifications of the manufacturers, CAA or the relevant NAA which are applicable to the Aircraft.
- j. Advise NASO in writing of the proposed arrangements for the maintenance of the Aircraft and any substitute/replacement Aircraft.
- k. Immediately inform NASO in writing if any of the Provider's Aircraft maintenance provider(s) maintenance approval is adversely affected by actions of the regulatory authorities, whether this relates to Aircraft under this Agreement or otherwise.
- l. Provide ongoing maintenance and servicing of Aircraft, Aircraft systems, Aircraft support in accordance with this Agreement.
- m. Be responsible for repair and maintenance of the Aeromedical Systems including the Aeromedical Electrical System, the Aeromedical Oxygen System, the Aeromedical Suction System, the Aeromedical Communications Systems, the Cabin Fit-out, and the Stretcher Loading System, and must have access to the appropriate spares.
- n. Be responsible for the maintenance of all avionics and navigation equipment fitted to the Aircraft and must have access to the appropriate spares.
- o. Incorporate continuing airworthiness programmes, or similar recommended by the Aircraft manufacturer, in a timely manner as part of the CAA-approved maintenance programme.
- p. Advise NASO in advance through the Provider's regular reporting under this Agreement of any scheduled maintenance planned to be performed on the Aircraft by or on behalf of the Provider.
- q. Be responsible for all maintenance and related activities, including servicing, inspections, rectification and repairs in remote locations, must be at the Provider's cost.
- r. Hold all appropriate engine, airframe and system maintenance manuals, or their equivalent on an approved information system, and maintain their currency.
- s. Be responsible for maintaining the currency of all appropriate amendment services.
- t. Observe at all times during the Term, the limitations and inspection cycles on all components parts and the airframe of the Aircraft issued by manufacturers and CAA or any other authority governing the Aircraft and must not seek exemption from compliance with such limitations and inspection cycles unless forming a part of the Provider's maintenance programme or otherwise previously agreed in writing by NASO.

- u. Consult with NASO in relation to the implementation of modifications, replacements and/or additions recommended in any non-mandatory field service documents. A decision on any implementation and the associated costs must be agreed by the Parties from time to time.
- v. Provide a timetable for the implementation of mandatory modifications, replacements and/or additions as they arise.
- w. Where a decision has been made to implement non-mandatory modifications, replacements and/or additions, a timetable will also be provided.
- x. Obtain NASO approval prior to making any configuration changes that effect the provision of the Services.

19 Maintenance Personnel

- 19.1 The Provider, or its third party maintenance provider(s) must be a holder of a Part 145 maintenance certificate in accordance with CAR and employ sufficient and appropriately qualified staff to carry out all maintenance activity on the Aircraft.
- 19.2 All maintenance personnel must be qualified and experienced and must have a Part 145 authorisation in accordance with Civil Aviation Rules.
- 19.3 The Provider's Senior Base Engineer or maintenance Provider senior personnel should have a minimum of six (6) years helicopter engineering since gaining their licence and must have held senior supervisory engineering positions for a period of at least three (3) years.

20 Special Tooling and Spare Parts

- 20.1 The Provider, or the Provider's Aircraft maintenance service provider, must have, have access to and must maintain sufficient major Spare Parts and tooling to ensure that the Aircraft will be available to provide the Services throughout the Term of the Agreement, or any other period as approved by NASO in writing.

21 Fuels and Lubricants

- 21.1 The Provider will be responsible for refuelling arrangements and costs relative to the Aircraft, including the ordering and purchase of fuel supplies at each Operating Base, refuelling at other airports, and the maintenance of the refuelling facility at each Operating Base.
- 21.1.1 The Provider must ensure that daily (and as otherwise required) fuel samples are taken, tested and retained for the appropriate period of time and that a suitable record log is maintained.

22 Hot Fuelling

- 22.1 Hot-refuelling must be conducted in accordance with relevant Laws, CAR, and the Provider's Operations Manual.

23 Service Monitoring

- 23.1 All Aircraft must be equipped with a GPS tracking system that integrates voice, data and Aircraft information using cellular network and satellite communication technology. The GPS tracking system must include, but not be limited to, the following features:
 - a. realtime GPS position tracking, refresh signalling to be at intervals no greater than 15 seconds when using a cellular network and 60 seconds when using satellite communications
 - b. integrated GPS clock measuring time in NZT
 - c. sufficient storage capacity for full on-board mission data that can be downloaded for performance management and reporting purposes
 - d. data measure the following Aircraft events:
 - i. engine start/stop;

- ii. rotor brake on/off;
- iii. collective (Squat) switch;
- iv. winch in/out;
- v. weight on ground/wheels (WOG/WOW);
- vi. park brake (fixed wing);
- vii. door (fixed wing).

23.2 The Provider must provide NASO with full access to both realtime tracking and all historical flight data upon request and in accordance with the reporting requirements of this Agreement.

23.3 NASO requires this service monitoring technology to be standardised in New Zealand and be installed in all Aircraft.

24 Computerised Tracking

24.1 The Provider must maintain a computerised data base and component tracking system acceptable to NASO, for the tracking of:

- a. both time limited and overhaul Aircraft components;
- b. the Aircraft spare parts inventory;
- c. all Aircraft fixed and removable safety equipment.

24.2 The component tracking system must be capable of producing accurate and readable historical records, and forecast maintenance planning information, upon request.

24.3 The Provider must ensure that all Aircraft documentation and paper work including but not limited to, the Aircraft Log Books, Log Book Statements, Certificates of Registration, Airworthiness Certificates, Component History Cards, Aircraft Worksheets and Technical Log, and elsewhere as may be required pursuant to the applicable Law, whether statute or otherwise are accurate and up-to-date.

25 Cleaning – Aircraft

25.1 Aircraft cabin areas must be maintained by the Provider to a high standard of tidiness and presentation.

25.2 Internal routine cleaning, using VIRCON or equivalent cleaner.

25.3 The Provider will be responsible for the costs for the cleanliness of all Aircraft but not limited to both the exterior and interior of the Aircraft.

25.4 If the Provider fails to maintain the Aircraft to suitable standards of cleanliness and tidiness, as determined by NASO in its sole discretion, NASO reserves the right to employ a third party to clean the Aircraft. The cost of third party cleaning of the Aircraft will be deducted from the following month's payment to the Provider.

26 Provision of Certifications, Documents and Manuals

26.1 The Provider must have on site and keep current all of the approved maintenance data for the Aircraft as required by Law, and must duly and punctually comply with the requirements of the maintenance data.

26.2 The Provider must provide copies of its operations and maintenance control manuals (excerpts from the Providers Exposition), having had them surveyed and approved or accepted by the appropriate regulatory divisions of CAA within the past five (5) years.

26.3 The Provider's operations manual must have a provision for the addition of any substitute Aircraft which may be introduced in the event of either technical reasons or medical emergency.

26.4 The Provider must have a CAA approved Dangerous Goods Manual for the carriage of dangerous

goods (as prescribed in the ICAO Technical Instructions for the Safe Transport of Goods by Air) and such carriage must be in accordance with that manual.

- 26.5 The Provider must ensure that current certificates, documents and manuals in respect of the Aircraft, issued by CAA, are obtained and validly maintained at all times during the term of this Agreement. Copies must be provided to NASO by the Provider within five (5) Working Days of request by NASO. They must include:
- a. CAA approved maintenance programme, within the Provider's Exposition;
 - b. Maintenance Control procedures;
 - c. Approved Minimum Equipment List for each Aircraft;
 - d. Certificates of Registration;
 - e. Certificates of Airworthiness;
 - f. Current Technical Log;
 - g. Aircraft Flight Manuals;
 - h. Other relevant checklists or materials.
- 26.6 The Provider must ensure that current certificates, documents and manuals in respect of the Services, issued by CAA, are obtained and validly maintained at all times during the term of this Agreement. Copies must be provided to NASO by the Provider within five (5) Working Days of request by NASO. They must include:
- a. Air Operators Certificate and associated Operations Specifications;
 - b. SMS and Fatigue Resource Management
 - c. Operations Manual
 - d. Dangerous Goods Manual (if not included in Operations Manual)
 - e. Regulatory documents validating the appointment of the Chief pilot
 - f. Regulatory documents validating the appointment of delegates of the Chief pilot
 - g. Any other regulatory documents including exemptions
 - h. Relevant licences and permits;
 - i. Other relevant checklists or materials.
- 26.7 The Provider must observe at all times, the limitations and inspection cycles on all components, parts and the airframe of the Aircraft issued by manufacturers and CAA or any other authority governing the Aircraft and must not seek exemption from compliance with such limitations and inspection cycles.
- 26.8 The Provider must hold all appropriate engine, airframe and system maintenance manuals, or their equivalent on an approved information system, and maintain their currency. The Provider is responsible for maintaining the currency of all appropriate amendment services. If the Provider holds information in CD form or memory stick an appropriate portable laptop computer must be available at all times for field use.
- 26.9 The Provider must provide and maintain copies the Operator Handbooks including Operations Manual, Check and Training Manual, Aircraft Flight Manuals, and any other manuals, checklists or materials (required for the provision of the Services).
- 26.10 The Provider must provide and maintain a controlled copy of the Operations Manual with each Aircraft.
- 26.11 The Aircraft Flight Manual (AFM) including Aircraft Flight Manual Supplements must be provided and maintained with each Aircraft.
- 26.12 Aircraft Flight Manuals (AFMs) specific to NASO variants and configurations must be maintained in accordance with Civil Aviation Rules.
- 26.13 The approved Minimum Equipment List must be provided and maintained with each Aircraft.

- 26.14 Operator Handbooks must be provided for the operation and operator maintenance of Aircraft systems, including role specific equipment to ensure the maximum possible operational benefit from the Aircraft's systems and an understanding the operating parameters of the equipment including any limitations necessary to safely and effectively use the equipment.
- 26.15 The Operator Handbooks, including the Aircraft Flight Manuals (AFMs), must, as a minimum, contain the following information:
- a. A cover sheet that authorises the release and use of the document; Safety instructions and appropriate warnings;
 - b. Aircraft flight and operational capabilities, including detailed performance charts;
 - c. Operating parameters;
 - d. Brief technical description (including exploded diagram of assemblages with equipment break-down and location);
 - e. Operating instructions;
 - f. Special handling instructions;
 - g. Common fault diagnosis instructions;
 - h. Operator maintenance instructions;
 - i. All appropriate illustrations;
 - j. Normal and emergency procedure flight reference cards.

27 Configuration-related Requirements

- 27.1 Seating and configuration should allow access for the Crew to move from the cockpit to the cabin. Within ten (10) Working Days of request by NASO the Provider must provide all necessary approved flight manual supplements and weight and balance data necessary to support CAA approval of the configurations specified.
- 27.2 All Aircraft must have provisions for the safe carriage of dangerous goods, including but not limited to oxygen, medical air, nitric oxide, batteries, search and rescue pyrotechnics, (firearms, and ammunition in case of Police use of the Aircraft).
- 27.3 The Provider must obtain necessary approvals to carry all hazardous items.
- 27.4 The general design of the aeromedical fit-out should aim to reduce weight wherever possible. It is an aim to be able to undertake all missions with full fuel. The Provider should look at all possible weight reduction means to achieve this.
- 27.5 The Provider must ensure that the Aircraft conform to relevant legal requirements, and except where otherwise agreed in writing by NASO to the criteria stated in this Agreement.
- 27.6 One (1) rail capable of holding three (3) I.V. hooks, one rail per stretcher position, with each hook to hold a weight of 1.2 kilograms.
- 27.7 There must be no potential for obstruction or interference to occur to flight control from Service Users, Clinical Crew, or unrestrained equipment.
- 27.8 The Provider must install stretcher, cot, and crew restraints and restraint fittings to a design which complies with configurations as approved by NASO.
- 27.9 The Aircraft must contain appropriate storage space to NASO's satisfaction for such medical/ other equipment.
- 27.10 The passenger seats must be of a design which complies with configurations as approved by CAA.

28 Special Storage Requirements

- 28.1 Map and document storage pockets must be provided at both pilot and co-pilot stations.
- 28.2 Preference may be given to a mounting system which can accommodate future equipment

changes throughout the life of the Agreement.

- 28.3 Mounting brackets must be positioned to allow the Clinical Crew access to the equipment controls while seated at the primary stretcher position.
- 28.4 The Aircraft must be fitted with multiple stowage areas for space for the medical equipment listed in Appendix 6 and any other equipment that NASO may reasonably require the Provider to transport from time to time within airworthiness and safety limitations.
- 28.5 Stowage for safety and rescue equipment must meet the needs of NASO.
- 28.6 A secure rubbish bin and/or disposable hygienic plastic bags, with a capacity of at least one (1) litre, must be provided and be easily accessible to the Clinical Crew when seated.
- 28.7 The Provider must provide approved and required cargo restraining nets for the Aircraft, which must be carried on all flights and suitably stowed when not in use.
- 28.8 Carry-on-equipment must be secured by cargo nets and appropriate tie-downs or other appropriate system.
- 28.9 The Aircraft must include a visual warning system to be located in the Aircraft cockpit. for unlocked external lockers

29 Stretcher Requirements

- 29.1 Loading of the stretcher for pre-hospital (emergency) missions should require no more than one minute from presentation of the stretcher to the Aircraft.
- 29.2 The time standard for unloading a stretcher for pre-hospital (emergency) missions will be one minute.
- 29.3 Loading and unloading of stretcher Service Users must be achieved without rotating the Service User more than ten (10) degrees in roll, or eight (8) degrees in pitch, relative to the floor of the Aircraft.
- 29.4 The stretcher loading system must be adjustable by one person, without tools in a single action to maintain the Service User in a flat and level position on the ground and whilst in flight.
- 29.5 The stretcher must be capable of being loaded, unloaded and in flight with a Service User with the stretcher top configured in the sitting up position.
- 29.6 Preference may be given to a secondary stretcher that is collapsible for compact storage to ensure a clear cabin space.
- 29.7 Any stretcher loading system must be capable of loading and unloading a nominal Service User weight of two hundred and twenty (220) kg, plus stretcher self-weight, using a maximum of two people. This requirement exists even if road ambulance stretchers are to be used for all other configurations.
- 29.8 The cabin floor structure must be capable of supporting the mission weights.

30 IHT equipment

- 30.1 The Aircraft must be compatible with hospital equipment including stretchers and incubators.
- 30.2 The Aircraft will be capable of carrying IHT role equipment weights and clinical crew listed in appendix 7.

31 Stretcher Bridges

- 31.1 Aircraft must be fitted with a stretcher loading system capable to accommodate a suitable stretcher bridge which must carry specialist medical equipment.
- 31.2 Stretcher bridges must be supplied for all stretchers, regardless of the stretcher option offered (excluding neonatal units).
- 31.3 The stretcher must have a detachable medical bridge for mounting medical equipment including but

not limited to cardiac monitor / defibrillator and syringe pumps.

- 31.4 The stretcher bridge must have a capacity of at least 20kg and be designed to meet the Aircraft base certification loads.
- 31.5 The stretcher bridge must be:
 - a. able to be mounted or removed from the stretcher without the use of tools;
 - b. provided with stowage when not in use.

32 Aeromedical Seat Requirements

- 32.1 Ergonomic placement of all equipment will be required to be done to NASO's satisfaction with particular regard to safety.
- 32.2 Aeromedical seats should as a minimum:
 - a. Allow for the Clinical Crew to ergonomically access all medical equipment.
 - b. Be able to move/slide on tracks to alternative positions.
 - c. Be able to swivel 360-degrees and recline with an adjustable headrest.
 - d. Be made of a material that is easy to clean and impervious to fluids.
 - e. Have a lumbar support.
- 32.3 Have a four-point harness with single hand release and lockable shoulder inertial restraint. Shoulder restraint unlock movement must be sufficient to allow the occupant to reach the far side of a Service User on the stretcher. Where seats are not collapsible, they should have under seat storage.
- 32.4 The aeromedical seats must be of a design which complies with CAA configurations as approved by NASO.

33 Clinical and Medical Equipment

- 33.1 NASO equipment guidelines can be found at Appendix 6.

34 Aeromedical Electrical Systems

- 34.1 The aeromedical electrical power supplies must conform to airworthiness requirements and to the following Standards:
 - a. AS/NZS 3003:2003 Electrical Installations - Service User treatment areas of hospitals and medical, dental practices and dialyzing locations;
 - b. AS/NZS 3001:2001 Electrical Installations - relocatable premises (including caravans and tents) and their site locations.
- 34.2 The cabin must contain at least the following power supply outlets:
 - a. Two (2) 240 v AC, 50 Hz, to a total of five amps power outlets. Each outlet located in the vicinity of each stretcher position. These must be arranged in two dual GPO positioned at the head end of either stretcher position.
 - b. Two (2) 12 v DC, 20 amps. One located in the vicinity of each stretcher position, one in the vicinity of the forward medical cabinet and one that is convenient to the medical seat locations. Each outlet must be able to provide 20 amps but the total supply capacity is 20 Amps at 12VDC.
- 34.3 It is preferable that the cabin also contain the following power supply outlets:
 - a. One (1) 28 volt DC, 20 Amp outlets. Two in close vicinity of each stretcher position and one in the vicinity of the forward medical cabinet. Note each outlet must be able to provide 20 Amps but the total supply capacity is 20 Amps at 28VDC.
- 34.4 Fine thread screw type MIL connectors are unacceptable. The Provider must provide an alternative to

this that is acceptable to NASO. Outlets must be recessed and sealed against the trim in such a manner as to ensure no gaps that preclude adequate cleaning exist.

- 34.5 Supplies must isolate the Aircraft electrical system such that conducted harmonics back into the Aircraft electrical systems are within the limits defined by RTCA DO-160 Section 16.7.
- 34.6 All electrically powered medical equipment used on Aircraft must have the ability to be self-powered, operate safely and continuously for a period of no less than sixty (60) minutes. Power outlets must be sealed to prevent any possibility of arcing inside of the mounting.
- 34.7 All aeromedical electrical systems must be integrated into a load shedding system.
- 34.8 All aeromedical circuit breakers / bus bars should be readily accessible by Clinical Crew in flight.
- 34.9 The Aircraft must have sufficient electrical power to run the two-axis steerable search light and winch simultaneously.
- 34.10 The aeromedical electrical power supplies should be fitted with indicator lights, blue or amber, to identify electrical circuits that are in use.
- 34.11 Switches associated with the aeromedical electrical and avionics systems must be recessed and readily accessible and backlit for night operations by the Clinical Crew in flight.
- 34.12 The Aircraft starting batteries and the Aeromedical batteries should be able to be manually interconnected to allow start from the Aeromedical batteries in an emergency. There must be no system failure mode that allows interconnection between the two systems under normal operations.

35 Aeromedical Oxygen

- 35.1 The Aircraft must be fitted with a minimum of two (2) oxygen supply outlets, one that is to be located above each Service User's head, and one as a permanent attachment for the ventilator, with the installation location to be approved by NASO.
- 35.2 Each of the outlets must have an oxygen flow meter (minimum, two outlets).
- 35.3 The outlets must have standard oxygen self-sealing outlets and must be capable of delivering a minimum flow rate of 20 litres per minute with a pressure of 400 KPa, to facilitate usage of mechanical ventilators.
- 35.4 The supply and ongoing maintenance of oxygen must be at least 1490 (one thousand four hundred and ninety) litres. If the system requires a decant mechanism, this must be supplied by the Provider, and can be undertaken at any time.
- 35.5 The pressure reduction system for the oxygen must be at the bulk supply to ensure that only low-pressure oxygen is piped through the Aircraft.
- 35.6 A low-pressure electric solenoid on/off valve or manual on/off valve must be connected to the oxygen regulator, and be operated from the rear cabin.
- 35.7 Oxygen fittings must be manufactured from stainless steel to U.S. MIL-T- 6845 standard or Inconel material with stainless steel fittings.
- 35.8 A low-pressure alarm should be run through ICS or loud enough to be heard during normal Aircraft operations as well as a visual alert that is located in an ergonomic position.
- 35.9 A backup oxygen supply must be available in the cabin with a separate regulation system supplementing the normal Aircraft medical supply and be portable. Suitable stowage must be provided within the Service User cabin area in a position approved by NASO.
- 35.10 The supply and refilling of the backup medical oxygen supply will be the responsibility of the Provider.
- 35.11 The Provider must provide a removable bracket for the provision of the 'D' oxygen cylinder and/or medical air.
- 35.12 The design, installation and testing of the medical oxygen system must conform to ISO 7396-1:2016

or higher airworthiness standards as applicable.

- 35.13 The oxygen fittings should be recessed where possible and positioned to preclude head-strike.
- 35.14 The oxygen fittings must be recessed where possible and sealed against the trim in such a manner as to ensure no gaps that preclude adequate cleaning exist.
- 35.15 An oxygen contents gauge and low-pressure oxygen alarm must be installed within the Aircraft cabin at a location easily visible to the medical seating positions.

36 Aeromedical Suction Systems

- 36.1 The Provider must ensure that the Aircraft is fitted with a primary electro-mechanical suction system and recovering fluid collection to sealed environmental and occupationally safe canisters.

37 Aircraft Lighting Systems

- 37.1 The Provider must provide the following lighting requirements and all lighting must be NVG compatible.
- 37.2 The cockpit/cabin lighting must include at a minimum:
 - a. Co-pilot - two (2) x dimmable map lights;
 - b. 2 x cockpit wanderlights;
 - c. 1 x dimmable light on each approach plate holder;
 - d. 1 x rechargeable torch in cockpit.
- 37.3 The Aircraft must be fitted with external lighting in accordance with CAA including:
 - a. Tail lighting;
 - b. At least one (1) two-axis steerable landing light;
 - c. Tail rotor and main rotor illumination;
 - d. Additional external downlights for winch and night operations.
- 37.4 Equipment storage areas must have lighting suitable to allow the reading of medical supplies labelling without the use of torches.
- 37.5 All emergency exits must be illuminated to indicate their location and the illumination is not to be dependent on the Aircraft power.

38 Aeromedical Lighting Systems

- 38.1 The cockpit/cabin lighting must include at a minimum:
 - a. 1 x rechargeable torch in rear cabin;
 - b. 2 x lights that meet NVG requirements in rear cabin;
 - c. Maplight for Crew (dimmable and able to be reached and operated from the entry seat of the cabin).
- 38.2 Reduced level (lumen) lighting must also be provided. This may be provided by switching the normal cabin aeromedical lighting to half and quarter output. The Provider may provide a variable rheostat.
- 38.3 The normal cabin lighting and the reduced level (lumen) lighting must be controllable from the Clinical Crew's seat.
- 38.4 The Aircraft should be fitted with two (2) internal cabin light switches that are easily accessible from the outside of the Aircraft.
- 38.5 Lighting must be equivalent to 400 lumen over the Service User care areas and should be skin tone corrected. The lighting must be so placed that there is an adequate disbursement of light to avoid shadowing.

- 38.6 The normal cabin lighting system should be available for a minimum period of thirty (30) minutes when the Aircraft generators/alternators are not operating.
- 38.7 The Aircraft must have an independent back-up cabin lighting system, capable of operating if the primary system fails. Both the primary and back-up cabin lighting systems must be controllable from either Clinical Crew's seat.
- 38.8 Lights and light fittings must be located in recessed panels and designed to avoid potential for head-strike.
- 38.9 The Aircraft must have an ability to switch on battery powered cabin lighting from a point adjacent to each cabin door.
- 38.10 Consideration should be given to the use of a LED internal lighting system or suitable alternative agreed to by NASO.
- 38.11 For night and low-light operations light/s sufficient to adequately illuminate the stretcher / Service User loading area must be fitted.
- 38.12 The Aircraft must be fitted with a down-the-wire lighting system operated from both pilot and winching positions.
- 38.13 For night winching operations, the Aircraft must have additional downward lighting as approved by NASO, operated from both pilot and winching position.

39 Aeromedical Communication Systems and Cabin Avionics

- 39.1 Power for the mission radios must be provided by the Aircraft not the Aeromedical bus.
- 39.2 The Provider will be responsible for supply, fitting and integrating the Ambulance phone, Ambulance radio, New Zealand Police, Police encrypted, Maritime, Department of Conservation radios and other radios as directed by NASO. Preference will be given to integrated cell and satellite phones. Radios must have sufficient radio frequencies to ensure all communication channels are covered.
- 39.3 The Provider will be responsible for supply and fitting of associated resonant aerials.
- 39.4 The Provider must supply, fit and integrate radio related aerials and double shielded low loss coax cable interfacing to radios and connectors, including any required certification work required by CAA.
- 39.5 The access and fitment of the radios must be such that to exchange them will take no longer than ten (10) minutes.
- 39.6 Each Aircraft must be fitted with a removable and workable satellite phone that also functions with a flight following capability providing a seven (7) minutes or less update interval, with positional (azimuth) data to the National Air Desk and compatible with TracPlus.
- 39.7 Each Aircraft should be fitted with a connection to an external aerial suitable for use as a backup connection for the AV handheld radio.

40 Inter-communication System (ICS)

- 40.1 As a minimum the Inter-Communication System (ICS) must:
 - a. Allow the pilots to isolate the Clinical Crew from their ICS loop;
 - b. Allow the Clinical Crew to isolate the pilots from their ICS loop;
 - c. Allow the Clinical Crew to isolate the passengers from their ICS loop;
 - d. Allow the pilots and Clinical Crew to override of all Isolate functions;
 - e. In the cockpit and cabin must be fitted with an illuminated 'isolate' light that is clearly visible;
 - f. Have an emergency power supply switch for ICS;
 - g. Have individual on/off switch for each receiver;

- h. Have sufficient interface channels to the ICS to enable the Aviation Crew and Clinical Crew to operate radios and telephones simultaneously without interference to each other. Preference may be given to an ICS that has expansion capability;
 - i. Allow intercommunication in the Aircraft at slightly above normal voice projections, voice activated (VOX) and operate an audio of 600 Ohms in series, impedance of 5 - 19 Ohms dynamic microphone.
- 40.2 As a minimum the Inter-Communication System (ICS) must provide the following connections:
- a. One intercom connection for each pilot on the pilot loop;
 - b. Four intercom connections for Clinical Crew headsets on the Clinical Crews' loop;
 - c. Preference given to two intercom connections for Service Users on the Service Users' loop;
 - d. One intercom connection on the Clinical Crew' loop at the winching location.
- 40.3 Each Aircraft should be fitted with a minimum of two adjustable volume control headsets for use by Clinical Crew or Service Users.

41 Cabin Environment Systems

- 41.1 The Aircraft cabin windows should be tinted.
- 41.2 The Aircraft must be fitted with an environmental control system capable of heating the cockpit and cabin temperature to 20°C during flight and on-ground with engines running and rotors either engaged or disengaged.

42 Cabin Floor, Surfaces and Trim

- 42.1 The cabin sidewalls and headliner must be covered with a smooth, non-moisture absorbing, and washable surface suitable to be wiped clean using VIRCON or equivalent cleaners.
- 42.2 The Aircraft must be fitted with a lightweight, flat, sealed cabin floor, of a smooth, non-skid, anti-static, washable vinyl or heavy duty rubber material sealed against the helicopter side wall to protect the lower helicopter structure against contamination by fluids, including salt water entry.

43 Cabin Door and Stretcher Loading

- 43.1 Cabin doors should be sliding on both sides, allowing for an opening of at least 1.2 meters that enables access and egress to NASO's requirements.
- 43.2 Rear loading Aircraft must enable access and egress to NASO's requirements.
- 43.3 The Aircraft must have jettison-capable cabin doors and/or windows.
- 43.4 Stretcher loading or unloading must require not more than two (2) persons, with a maximum weight of fifteen (15) kilograms to be borne by each person.

44 Aeromedical systems and Cabin Certification

- 44.1 The Aeromedical fit-out must meet airworthiness standards and be approved by CAA.
- 44.2 Where the Aeromedical Fit-out involves the use of existing supplemental type certification (STCs), these STCs should be noted and confirmation that they are available for use on these Aircraft confirmed.
- 44.3 The Provider will be required to demonstrate that they have an agreement in place with the airframe OEM to provide appropriate data and technical support to enable the modification program.

45 Aeromedical Systems and Cabin Design

- 45.1 The Provider must schedule design reviews as necessary to allow NASO to review and approve

design concepts and details. As a minimum there must be a preliminary design review (PDR) and critical design review (CDR) although the Provider may add additional reviews as required.

- 45.2 The PDR must include, but not be limited to:
- a. Finalised list of equipment – defined by manufacturer and part number to be installed to meet the Aeromedical fit-out requirement; finalised cabin configuration / layout.
 - b. Preliminary design concepts for developmental items.
 - c. Draft system acceptance test plans and procedures.
- 45.3 Note the PDR must need to be supported by fully dimensioned plans and cabin cross section drawings or suitable 3D models.
- 45.4 The PDR must be held no later than four (4) months after Execution Date unless otherwise agreed by NASO.
- 45.5 The CDR must include, but not be limited to:
- a. final detail design of all elements and cabin layouts; final acceptance test plans and procedures;
 - b. draft Flight Manual Supplements;
 - c. draft modification orders;
 - d. draft STC compliance findings.
- 45.6 The CDR must need to be supported by fully dimensioned plans and cabin cross section drawings or suitable 3D models.
- 45.7 Details related to stretcher loading and stretcher mounting in the cabin must need to be demonstrated in a representative Aircraft cabin or with a fully detailed 3D model at the CDR.
- 45.8 The CDR must be held not less than two (2) months before the delivery into the modification programme of the first airframe.
- 45.9 The Provider must ensure that NASO approval is gained in enough time to allow the provision of all items to meet the airframe modification and service entry schedule.
- 45.10 NASO retains the right to reject any design detail or item of equipment presented in response to this Specification.
- 45.11 The Provider will be required to demonstrate that the completed Aeromedical Cabin (and associated equipment such as stretchers and stretcher loaders) provides a safe working environment in accordance with the Health and Safety at Work Act 2015. This will be required at both the PDR and CDR.

46 Aircraft Configuration Management

- 46.1 The Provider must develop and maintain an Aircraft Configuration Management Plan (ACMP).
- 46.2 The ACMP must ensure that configuration management for Aircraft, Aircraft systems and support systems and software are sufficient for NASOs task requirements for the duration of the Agreement.
- 46.3 The ACMP must detail the strategy proposed by the Provider to maintain at least the minimum specification.
- 46.4 For each Aircraft type and major systems provided, the ACMP must include:
- a. System Obsolescence planning;
 - b. The Contactor's relationship with the Original Equipment Manufacturer (OEM);
 - c. Upgradeability and proposed upgrades;
 - d. Aircraft Fit-out;
 - e. Aircraft / System growth capability;

f. Aircraft / System growth plan.

- 46.5 For the Aircraft, Aircraft Systems and Aircraft Support Services to be accepted by NASO, the Provider will be required to show that an item presented for acceptance conforms to the specifications detailed in this Agreement.
- 46.6 Should an item not conform to the specification, the Provider must detail the nature of the non-conformance.
- 46.7 NASO may request that the Provider must demonstrate compliance to the specification by test, demonstration, inspection, analysis, or a combination thereof.
- 46.8 For the Aircraft, Aircraft Systems and Aircraft Support Services to be accepted by NASO, the Provider will be required to show that an item, or future items, presented for acceptance is compliant with the agreed airworthiness regulations and standards.

Appendix 1: Definitions and Glossary

In this Agreement, the following words and expressions shall have the following meanings. All other aviation terms in this Agreement have the meaning detailed in the Civil Aviation Act and Civil Aviation Rules, as amended from time to time.

Term	Definition
AAHS	Air ambulance helicopter service.
ACC	The Accident Compensation Corporation is a New Zealand Crown entity responsible for administering the country's universal no-fault accidental injury scheme.
ACC Stop Mission	A mission where no Service User is transported due to cancellations en route or a Service User is deceased before arrival and not transported, or other reasons for non-transport of a Service User.
ACMP	Aircraft Configuration Management Plan.
Activation time	The time at which the National Air Desk dispatcher notifies the Provider to respond to an incident. This is the timestamp captured in CAD when the dispatcher electronically assigns the incident to the helicopter. This time does not necessarily represent first contact with the Provider in relation to a particular mission (e.g. there may be earlier phone calls to discuss weather etc).
AD	Airworthiness Directive.
ADF	Automatic Direction Finder.
ADS-B	Automatic Dependent Surveillance-Broadcast.
Adverse Event	An adverse event is an incident that results in harm to a consumer. In the context of an adverse event or near miss, an incident is any event that could have or did cause harm to a consumer.
Adverse incident / Aviation incident	Any occurrence, other than an accident, that is associated with the operation of an Aircraft and affects or could affect the safety of operation.
Aeromedical Services	A term used to encompass the medical, avionics and transport logistics of Service User care, retrieval and transport.
Agreement and this Agreement	The agreement of which this provision forms part including all schedules, and appendices to it, as varied at any time.
Aircraft	Rotary-wing aircraft or helicopter.
Air ambulance	The helicopter used to fulfil NASO approved missions (includes SAR, RCC etc)

Term	Definition
Ambulance	<p>Any motor vehicle, aircraft, or vessel:</p> <ul style="list-style-type: none"> a) designed and used principally for the transport of sick or injured persons in a supine position b) operated by an Emergency Ambulance Service provider. <p>Note that the definition of an ambulance:</p> <ul style="list-style-type: none"> a) is not affected by the number of ambulance personnel or their practice level b) excludes: <ul style="list-style-type: none"> i. vehicles used by a service other than the Emergency Ambulance Service, regardless of its design (e.g., Service User transfer service and health shuttle vehicles) ii. vehicles operated by the Emergency Ambulance Service provider that are not designed to routinely transport Service Users (exceptional emergency situations)
Ambulance New Zealand	<p>Ambulance New Zealand is the organisation that represents the Ambulance sector in New Zealand. It was set up to promote common interests of ambulance services Providers in this country. Its goal is to ensure a safe, reliable and efficient ambulance service that meets the needs of New Zealanders. Ambulance New Zealand is made up of representatives of all the major providers and a paid executive director.</p>
Ambulance personnel	<p>A generic term for staff employed in a clinical role by an Emergency Ambulance Service, including in an Emergency Road Ambulance Service, Emergency Air Ambulance Service or Emergency Ambulance Communications Service. Ambulance personnel have suitable training, qualifications and (where required) practice level particular to their role.</p>
AMP	<p>Availability Management Plan.</p>
ANTS Criteria	<p>The criteria for dispatching an Emergency Air Ambulance Service resource. The criteria has four categories of Access, Number, Time dependent and Skill dependent (ANTS). See Appendix 5: ANTS Criteria for a full breakdown of the ANTS Criteria.</p>
Assumptions	<p>As defined in clause 7.1.2 of Schedule 6.</p>
Aviation Crew	<p>Personnel who provide aviation and operational support to the pilot on an Aircraft while in flight.</p>
Base	<p>The heliport at which a given Aircraft is located for operational duty.</p>
CAD	<p>Computer Aided Dispatch, the computer system which captures times associated with the dispatch and subsequent mission.</p>
CAO	<p>Civil Aviation Order.</p>
CAR	<p>Civil Aviation Rules.</p>
CCP	<p>Critical Care Paramedic.</p>
CDR	<p>Critical Design Review.</p>
XXXX Region	
Civil Aviation Authority	<p>A Crown Entity that establishes civil aviation safety and security standards, and monitors adherence to those standards.</p>
Civil Defence Emergency Management (CDEM) Group	<p>CDEM Group refers to a group membership of a territorial authority, usually local, district or regional. The acronym is set out as CDEM Group, this refers to the “Group” that are managing an incident.</p>

Term	Definition
Client	Any person who has been accepted by ACC as eligible for cover in respect of personal injury under the Accident Compensation Act 2001.
Clinical Crew	Capable and competent health professional crew that specifically provide clinical care to the Service User. Clinical crew are either Paramedic staff or hospital staff (includes retrieval teams, midwife etc.)
Clinical crew pick up en route	The act of picking up Clinical Crew en-route to the scene. This normally refers to IHTs, when picking up a hospital retrieval team/specialist prior to going to the hospital where the Service User is located. When picking up a hospital clinical crew, the hospital has undertaken to have the hospital clinical crew ready within 60 minutes, therefore that KPI has been extended from 60 minutes (when the clinical crew are either dedicated air ambulance crew or collected from the hospital where the Service User is located) to 120 minutes
Clinical Manager	An individual who provides oversight of all of the Provider's clinical Services contracted for in this Agreement.
Clinical Procedures and Guidelines	Are a set of clinical guidelines for use by appropriately trained ambulance personnel which are authorised by the Medical Director of the Service.
CMP	Configuration Management Plan.
Contract Risk Funds	Has the meaning given in clause 7.4 of Schedule 6.
Contract Period	Means a year (or part year) of the Term as specified in Table 6 of Schedule 6, including any year (or part year) of any extension to the Term.
Coverage Area	Described in Schedule 2 Table 3.
Crew	Means both Clinical Crew and Aviation Crew collectively.
CRM	Crew Resource Management.
Date of Commencement	The date when the term for any Service described in a Service Specification commences as stated in that Service Specification.
Date of Expiry	For any Service described in this Agreement, means the date of the expiry of the Term as of this Agreement.
Date of Termination	The date that this Agreement and all the Services are terminated pursuant to Schedule 2: General Terms and Conditions.
Daytime mission	A daytime mission is defined as being assigned by CAD on or after 0800 hours NZDT but prior to 1800 hours NZDT. The CAD timestamp is the definitive timestamp
District	A geographical catchment area for which a district health board had responsibility, as defined in Schedule 1 of the New Zealand Public Health and Disability Services Act 2000.
DME	Distance Measuring Equipment.
Electronic Patient Report Form (ePRF)	An electronic record outlining the Service User's details, clinical status throughout the event and any clinical interventions undertaken upon the Service User through the event and up until transfer of clinical responsibility to the receiving hospital.

Term	Definition
Eligible Persons	See Purchaser-specific Schedules, Schedule 8: Terms and Conditions Specific to the HNZ Related Services and Schedule 9: Terms and Conditions Specific to ACC Related Services.
ELT	Emergency Locator Transmitter.
Emergency Ambulance Communications Service (EACC)	This encompasses the wide range of functions that are performed to support the Emergency Ambulance Service, which includes (but is not limited to) call taking, prioritisation of incidents, dispatching ambulances, providing clinical support to ambulance personnel and providing Secondary Triage to 111 users.
Emergency Ambulance Service	Emergency Ambulance Service is a collective term for all components of the ambulance and Paramedic system, which includes the Emergency Ambulance Communications Service, Emergency Road Ambulance Service, and Emergency Air Ambulance Service.
Emergency department	An emergency department is a medical treatment facility specialising in emergency medicine and the acute care of Service Users who present without prior appointment, by their own means or ambulance.
Emergency Inter-hospital Transfer	For ACC Service Users, an emergency inter-hospital transfer involves the transfer of a client from one treatment facility to a higher level of care, where the transfer takes place within 24 hours of arrival at the first publicly funded health facility.
Emergency Transport	For the purposes of an ACC-related transport, is transport by ambulance as defined under the AC (Ancillary Services) Regulations that: <ul style="list-style-type: none"> a) starts within 24 hours of a Claimant suffering a personal injury or being found after suffering a personal injury, whichever is the later b) is necessary for the purposes of obtaining treatment urgently for the Claimant's personal injury c) is required to be provided under this Agreement to discharge ACC's liability for 'Emergency Transport' under the IPRC (Ancillary Services) Regulations d) is by an ambulance that has been dispatched at the request of an EACC.
EMT	Emergency Medical Technician trained in basic medical knowledge and skills to provide immediate medical care to Service Users in an emergency.
Extracorporeal membrane oxygenation (ECMO)	Extracorporeal membrane oxygenation (ECMO), also known as extracorporeal life support (ECLS), is an extracorporeal technique of providing prolonged cardiac and respiratory support to persons whose heart and lungs are unable to provide an adequate amount of gas exchange or perfusion to sustain life.
Fixed Service Component	Means the fixed part of the Service Payment described in Table 7 of Schedule 6.
Flight Orders	A Flight Order is an air ambulance helicopter service mission given to a Provider by the Air Desk.
Flight Time	Has the meaning as set out in CAR Part A.
GPWS	Ground Proximity Warning System.
GST	Goods and services tax under the Goods and Services Tax Act 1985.
HAI	Helicopter Association International.

Term	Definition
Health New Zealand	Health New Zealand Te Whatu Ora is a Crown agent established under Pae Ora (Healthy Futures) Act 2022.
Health Practitioner	As defined at section 5 of the Health Practitioners Competence Assurance Act 2003.
Heliport	Any defined area of land or water, and any defined area on a structure, intended or designed to be used either wholly or partly for the landing, departure, and surface movement of helicopters.
hospital	A public or HNZ hospital or clinic.
HLS	Helicopter Landing Site.
HTAWS	Helicopter Terrain Avoidance Warning Systems.
HUMS	Health and Usage Monitoring Systems.
ICP	Intensive Care Paramedic (formerly Advanced Life Support Paramedic or Advanced Paramedic).
ICP or above	A clinical provider authorised to practice at ICP level, or a doctor with education, experience and authorisation in the provision of clinical care in the pre hospital environment.
ICS	Inter-Communication System.
IFR	Instrument Flight Rules.
ILS	Instrument Landing System.
Initial Term	Has the meaning given in clause 2.1.1 of schedule 6.
Initiative	Has the meaning given in Schedule 7.
Incidents	Incidents are those calls to the Air Desk that are processed using the Medical Priority Dispatch System and generate a unique master incident number.
Injury-related Emergency	See Schedule 9: Terms and Conditions Specific to ACC Related Services for the definition of an injury-related emergency.
Insolvency Event	An Insolvency Event is any of: a) the Provider being unable to pay its debts as they fall due; b) the application for or appointment of a liquidator, receiver, receiver and manager or statutory manager in respect of the whole or part of the activity or property of the provider; and c) a Pre-Insolvency Event.
Inter-hospital transfer (IHT)	A transfer of a Service User between publicly funded hospitals, for the purpose of accessing appropriate treatment that is not available at their existing facility. Can include other circumstances if agreed by both the originating and destination hospitals.
ISA	International Standard Atmosphere.
LARS	Lightweight Aircraft Recording System.

Term	Definition
Law	<p>Means:</p> <ul style="list-style-type: none"> a) any legislation; decree; judgement; order; regulation or by law; b) any Ministerial directive under any legislation; c) any rule; protocol code of ethics or practice or conduct and other ethical or standards guidelines and requirements of any relevant professional authority; in effect at the relevant time.
Location hospital, referring hospital	A term used to clarify reference to the hospital where the Service User is awaiting pick up for an IHT.
Locate/Location time	The time of arrival of the Aircraft at the scene; alternately the time period taken for the Aircraft to get to the scene. Measured from the 'assigned time' to the Skids On time at scene. The assigned timestamp and the TracPlus Skids On time are definitive
Māori Health Authority	The Māori Health Authority Te Aka Whai Ora established under Pae Ora (Healthy Futures) Act 2022.
Medical Director	A registered medical practitioner who holds an appropriate aeromedical post graduate specialist qualification or relevant experience, appointed by an ambulance service to undertake specified duties. These should include: overseeing and advising on clinical care, authorising (in writing) delegated medical procedures and drug regimens carried out by ambulance officers, and being responsible for medical audit of clinical care. Note that role of the Provider's medical director is to provide governance to clinical staff (and processes), whereas the role of the Air Desk medical director is to provide governance to the Air Desk. For incidents where clarity is needed for tasking a helicopter, the Provider's medical director must not task a helicopter, but instead contact the Air Desk medical director for clarification
Medical Emergency	A Medical Emergency is as defined in the Service Coverage Schedule.
Medical Practitioner	A person registered, or deemed to be registered, under the Health Practitioners Competence Assurance Act 2003 who provides primary and/or specialist and/or continuing care to individuals, families, and to a practice population.
MEL	Minimum Equipment List.
Ministry of Civil Defence and Emergency Management (MCDEM)	Owner and responsible for the National Civil Defence Emergency Management Plan Order 2015 Legislation.
Missions	The response by the air ambulance helicopter to provide assistance, normally comprised of a series of flights (to the scene, to the destination hospital, back to base).
Mission number	St John CAD unique incident number assigned to the mission. This number is provided when the mission details are passed to the AAHS.
Mission end location	The physical location at the end of the mission. This is usually measured as the mission's final skids-on time. For missions ending whilst the Aircraft is airborne, mission end location is the location of the Aircraft at the time that the subsequent mission is assigned.
MMP	Maintenance Management Plan.

Term	Definition
NAA	National Airworthiness Authority (of the country of airworthiness certification).
National Air Desk or Air Desk	A coordination and tasking function which provides oversight, dispatch and clinical support functions to the air ambulance service.
National Ambulance Sector Office (NASO)	NASO is the HNZ and ACC jointly-appointed office that provides the strategic overview, monitoring and contracting of the Emergency Ambulance Service for HNZ and ACC.
National Ambulance Sector Clinical Working Group	Chaired by Ambulance New Zealand, with representatives from the ambulance sector (including air ambulance), government, and HNZ. Provides clinical leadership within New Zealand pre-hospital care. Produces NZ's approved Clinical Procedures and Guidelines.
Near miss event	A near miss event is an event which under different circumstances could have caused harm to a Service User or member of the public but did not, and which is indistinguishable from an Adverse Event in all but outcome. In the context of an Adverse Event or near miss, an incident is any event that could have or did cause harm to a consumer.
New Zealand Standard Ambulance and Paramedicine, and Patient Transfer Services (NZS8156)	The standard for the operation of Emergency Ambulance Service developed and promulgated by Standards New Zealand.
NICU	Neonatal Intensive Care Unit (incubator transfer).
Night time mission	A night time mission is defined as being assigned by CAD on or after 1800 hours NZDT but prior to 0800 hours NZDT. The CAD timestamp is the definitive timestamp.
Non operational	Aircraft that are not able to respond within the KPI time frames and/or not in compliance with this Agreement. For example, Aircraft that are unavailable due to planned or unplanned maintenance, Aircraft requiring reconfiguration prior to flight for reasons other than those relating to an immediately preceding (valid) missions. Exclusions: Aircraft in the following circumstances are considered to be operational: Aircraft returning, refueling, restocking or reconfiguring immediately after a preceding mission. The operational status of an Aircraft shall be determined only by reference to the particular Service type for which it is being dispatched, and whether or not it can respond within the relevant KPI time frame for such task, and whether or not it is in compliance with the requirements in this Agreement relevant to the Service being tasked.
Operational / Operationally available	An air ambulance helicopter that is available and capable of responding within KPI time frames and in compliance with this Agreement (relevant to the Service being tasked). An air ambulance helicopter that is already assigned/undertaking a valid mission, is considered operationally available or operational.

Term	Definition
Operational Concern	Any situation where the Provider is likely to be unable to meet its obligations under this Agreement in the performance of a Service, including but not limited to staffing, clinical, operational and technical considerations.
Operations Manual	The Operations Manual refers to the Provider's exposition
Paramedic	Clinical crew qualified and registered to practice in the profession of a paramedic within the paramedic scope of practice prescribed by the HPCA Act, including anything required of the paramedic workforce by the responsible authority. For the avoidance of doubt, "scope of practice" has the meaning given in the HPCA Act and the Paramedic Council is the "responsible authority" for paramedics (as "responsible authority" is defined in the HPCA Act).
Party / Parties	'Party' refers to either the Provider or the Purchasers. 'Parties' refers to the Provider and the Purchasers.
Patient Contact	The timestamp captured by ePRF, indicating the time that the Paramedic arrived at the Service User's side.
Patient status (acuity)	Service User status as determined by the Paramedic: <ul style="list-style-type: none"> • status zero: dead; • status one critical; • status two: life threatening; • status three: may become unstable; • status four: stable.
PDR	Preliminary Design Review.
Performance Indicators	Specific performance measures collected and reported regularly to enable monitoring of service performance.
Place of definitive care	For the purposes of Emergency Ambulance Service, a place of definitive care is a receiving treatment facility which provides services and definitive care delivered by the most suitably qualified and experienced staff able to deal effectively with the Service User's presenting condition. The place of definitive care may be determined by clinical personnel in conjunction with the receiving treatment facility, and will always be dependent on the Service User's condition and need for urgent care or stabilisation. It may be deemed appropriate to transport the Service User to a specialist facility, where services available better meet the needs of the Service User, rather than the nearest facility.
Practice levels (Paramedic)	An authority to practise is granted to ambulance personnel by the Provider's Medical Director at one of the following practice levels, in order from highest qualified. <ul style="list-style-type: none"> • CCP. • ICP. • Paramedic. • Emergency Medical Technician. • First Responder / Emergency Medical Assistant. • Each practice level has a delegated scope of practice that defines the medicines and procedures that Paramedics may administer or perform.

Term	Definition
Pre-Insolvency Event	<p>A Pre-Insolvency Event is either:</p> <ul style="list-style-type: none"> a) the Provider entering into; or resolving to enter into; a scheme of arrangement or composition for the benefit of creditors or any class of creditors; b) the Provider suspending or stopping payment to its creditors generally or ceasing to carry on business as normal; or threatening or stating that it will do any of those things.
Pre-hospital emergency/pre-hospital emergency mission (PHE)	<p>Responding to a medical or personal injury event in the community where little or no medical care has been provided and transporting to a place of definitive care. Pre hospital missions are dispatched by an Ambulance Clinical Control Centre or Air Desk. Pre hospital missions are known as 'incidents' in the Road Ambulance context. These words are interchangeable.</p>
Priority / incident priority / Purple/Red/Orange/Green responses	<p>These colours are used to define the degree of urgency of PHEs.</p> <ul style="list-style-type: none"> • Purple: the mission is urgent and the Service User is in cardiac or respiratory arrest; • Red: the mission is urgent and the Service User is thought to be in a potentially life threatening condition; • Orange: the mission is immediate, but is not a life-threatening emergency; • Green: The mission is not urgent and the Service User's condition is not time sensitive.
Primary Retrieval	<p>Is a mission requested by the New Zealand Police/RCCNZ or a SAR in each case that is not a PHE or an IHT.</p>
Privately Funded	<p>A commercial activity undertaken by the Provider in which they enter into an agreement with individuals or organisations for the provision of non-Emergency Ambulance Service.</p>
The Provider	<p>The Party whose reference name is 'the Provider' in this Agreement and, where the context requires, includes its employees, agents and permitted contractors, subcontractors and its successors and permitted assigns.</p>
The Purchasers	<p>ACC and HNZ including where the context requires their respective consultants, subcontractors, agents, employees and assignees.</p>
Records	<p>Records relate to Service User information and includes electronic and paper form.</p>
Region	<p>Region refers to the geographical area serviced by the Provider, but when used in relation to KPIs, also includes all missions by the Provider into the neighbouring regions.</p>
Registered Nurse	<p>As described under the Health Practitioners Competence Assurance Act 2003.</p>
Response time	<p>The time period between the Activation Time and Skids Off. Note: this differs from the road ambulance definition which includes the time taken by the call handler. Call handler time is excluded because this is measured separately and will include the Air Desk decision-making time.</p>
Retrieval	<p>The organised transfer of a Service User (patient) from one facility to a facility that is able to provide a higher level of care.</p>
RSI endorsement	<p>A clinical skill endorsement held by some ICPs. It is anticipated that all future flight ICPs will be Rapid Sequence Intubation (RSI) endorsed.</p>

Term	Definition
Search and Rescue (SAR)	Search and rescue is: a) any search for a lost person; or b) any rescue operation for a person who is considered to be sick or injured in a remote bush, mountain or close to shore setting where there is or may be difficulty in locating the person; or c) any search or rescue operation where distance or location can be affected by weather conditions (e.g. alpine terrain); and d) includes any operation mounted solely for the purpose of recovering bodies from a remote location.
Scene	The geographical point where the Service User is located. This includes the hospital when the Service User is awaiting pick-up for an IHT. In the pre hospital setting, it includes the location that the helicopter lands even if this is nearby, but not at, the 'actual' scene (because the helicopter is unable to land at the scene). The time of 'patient contact' is captured by the ePRF for PHEs and records the time that clinical staff arrive at the Service User's side.
Service Coverage Schedule	The Service Coverage Schedule (SCS) defines the agreed level of service coverage that the HNZ is held accountable to. It is one of the schedules to the Crown Funding Agreement. It is updated annually. Ministry of Health website https://nsfl.health.govt.nz/accountability/service-coverage-schedule
Service Level Agreement	A contractual agreement between the National Air Desk and the Providers, which outlines the operational aspects of their relationship.
Service Payments	The payments due to be made by the Purchasers for the Services, as set out in clause 3.1.1 of Schedule 6.
Service Specifications	The Service Specifications contained in Part 2 of this Agreement.
Services, and the Services	The air ambulance services (or some or all of them, as the context may require) that are to be provided by the Provider in accordance with the Service Specifications.
Service User	Any person who uses a Service described in this Agreement. Note the term 'Service User' includes: a) a patient; and b) a Client.
Severity Assessment Code (SAC)	The severity assessment code (SAC) is a numerical rating which defines the severity of an Adverse Event and as a consequence the required level of reporting and investigation be undertaken for the event.
Skids Off	The time that the Aircraft is measured as becoming airborne. It is detected by the raising of the collective for the purpose of becoming airborne. Skids Off may be validated using other datasets at NASO's discretion (i.e. if there are indications that flight commenced at a different timepoint)
Skids On	The time that the Aircraft is measured as ceasing to be airborne. It is detected by the lowering of the collective after landing. Skids On may be validated using other datasets at NASO's discretion (i.e. if there are indications that flight terminated at a different timepoint)
Skids on Skids off (SOSO)	Has the same meaning as Flight Time, and for a helicopter it is the time calculated from the moment the Aircraft leaves the ground until it touches down.

Term	Definition
STC	Supplemental Type Certificate.
Tasked/Assigned	The assigning of an Aircraft to a mission, or the time that an Aircraft is assigned a mission
TCAS	Traffic Collision Avoidance System.
Technical Specification	The technical specifications for Aircraft in Part 2 of this Agreement.
Term	The Initial Term of this Agreement, as specified in clause 2 of Schedule 6 of this Agreement, plus any Term extensions notified by the Purchasers under clause 2 of Schedule 6.
Third Party Work	As defined in clause 13 of Part 2: Service Specification: Air Ambulance Helicopter Service.
Triage	A system of prioritising requests for medical or ambulance assistance or attendance according to the severity of the illness or injury.
TracPlus / TracPlus data	Data collected from the TracPlus device for use in measuring KPIs, and other reporting requirements including information for validating invoices.
TSO	Technical Standards Order – US FAA.
Urgent IHT	An IHT requested for a time critical or time sensitive Service User. For the purpose of these KPIs, IHTs requested at a specific time outside of the 60/120 minute rule are excluded from this KPI and are captured within the Helidata Reporting
Urgent Treatment	Where treatment is required for a life threatening or potentially life-threatening dispatch, or when a non-emergency dispatch is found to be of higher acuity on assessment, and the Service User needs transport to treatment to address a life threatening or potentially life threatening condition.
Variable Service Component	Means the variable part of the Service Payment described in Table 7 of Schedule 6.
VOR	VHF Omni Directional Radio Range.
VOX	Voice activated or voice switched.
Working Day	A calendar day other than any Saturday or Sunday, any public holiday or any day falling within the period 24 December to 5 January inclusive.

Appendix 2: Approved Subcontractors and Trusts

SUBCONTRACTOR	SUBCONTRACTED SERVICE

Trust	Description of role

Appendix 3: Reporting requirements – supporting information

This appendix provides supporting information on the reporting requirements set out in Part 1, Schedule 5.

1. Reporting

Frequency	Required reporting
Immediate notifications	SAC 1 or SAC 2 Adverse Events reported no later than five Working Days from being identified by the Provider
	Adverse Event, incident or complaint which in the Provider's opinion has or may have media or public interest. This may be provided orally in the first instance, and followed up in writing.
Monthly	Due on the 10 th of each month following the reporting period
	KPI reporting (including remediation plan if required)
	Helidata spreadsheet
	Any other reporting outlined in annual Letter of Expectations
Quarterly	Due on the 20 th of the month following the end of each quarter
	Adverse Events (clinical) overview
	Aircraft incidents
	Events of potential or actual media interest
	Health and safety reporting
	Māori participation and cultural requirements
	KPI reporting
	Helidata spreadsheet
	Any other reporting outlined in annual Letter of Expectations
Trend analysis of KPI, Helidata and other metrics including but not limited to exceptions and changes in performance	
Annual	20 th of the month following the last month of the year
	Frontline staffing report

Frequency	Required reporting
	Quality reporting <ul style="list-style-type: none"> • Certificates of compliance with current standards (aviation, operational and clinical) • Audit details
	Financial reporting
	Adverse Events (clinical) and trend analysis
	KPI reporting and trend analysis
	Helidata spreadsheet
	Any other reporting outlined in annual Letter of Expectations
	Trend analysis of KPI, Helidata and other metrics including but not limited to exceptions and changes in performance
Available on request	Reasonable reporting requests relating to the provision of the Service
Optional items	Newsletters, website information, media stories, relevant correspondence (eg, Ministerial or funding agencies) etc.

2. Helidata Spreadsheet

NASO will supply the Provider with a Helidata spreadsheet template which must be completed and emailed to helidata@naso.govt.nz monthly. The Helidata spreadsheet template at the commencement of this Agreement is embedded below.

The Purchasers will use reasonable endeavours to ensure NASO consults with the Provider before making changes to the Helidata spreadsheet template. The Purchasers acknowledge that it may not be reasonably practicable for the Provider to immediately comply with any changes to the Helidata spreadsheet template, and will ensure the lead time for any changes is sufficient to allow the Provider time to make itself ready to comply.

3. Key Performance Indicators

For all KPIs:

- the measurement responsibility sits with the Provider, with selected audit by NASO
- the reporting frequency is monthly, quarterly and annually against the KPI target
- the period of calculation is monthly
- KPI001 and KPI002 contain targets for year one and the targets will be updated annually through the annual Letter of Expectations.

Ref #	Name	Description	Hours Measured	KPI	Calculation	Data Source of Measurement
KPI001	Clinical crew numbers for pre-hospital air ambulance missions	This performance requirement measures the proportion of all PHEs undertaken with two clinical crew, both at or above the level of Paramedic. Reduction of the minimum qualification to EMT for the second clinician is with the express purpose of enabling ethnic and gender diversity of the Provider's workforce. In practice, this will enable the Provider to ensure that its workforce reflects the community it serves with one in five staff being Māori and one in two staff identifying as female.	All hours of operation	At least xx% of all PHEs performed by the provider are undertaken with two clinical crew, both at or above the level of Paramedic	By Provider; (number of PHEs crewed with 2 clinical crew (both being Paramedic or above) / total number of pre-hospital responses) X 100% This KPI only applies to PHEs for which the Provider is required under this Agreement to provide at least two clinical crew at or above the level of Paramedic (see clause 1 of Appendix 10)	TracPlus, CAD and ePRF data
KPI002	Clinical crew skill capability for pre-hospital air ambulance missions	This performance requirement relates specifically to the proportion of PHEs undertaken with at least	All hours of operation	At least xx% of PHEs performed by the provider include at least one ICP level (or above) clinical crew member	By Provider; (number of PHEs crewed with an ICP / total number of pre-hospital missions) X 100%	TracPlus, CAD and ePRF data

Ref #	Name	Description	Hours Measured	KPI	Calculation	Data Source of Measurement
		one ICP clinical crew member.			This KPI only applies to PHEs for which the Provider is required under this Agreement to provide at least one clinical crew at or above the level of ICP (see clause 1 of Appendix 10)	
KPI003	Urgent pre-hospital air ambulance response times	This KPI will ensure that the response time for PHEs is within the agreed range	All hours of operation	<p>The response time for urgent PHEs meets the target times set out below:</p> <p>(i) Day time response time: the Provider will be skids off for xx% of missions within 10 minutes of being assigned (08:00 up to 18:00 hours)</p> <p>(ii) Night time response time: the Provider will be skids off for xx% of missions within 20 minutes of being assigned (18:00 up to 08:00 hours)</p>	<p>(i) By base; (total number of day time PHEs responded to within the targeted times / total number of day time PHEs undertaken) x 100%</p> <p>(ii) By base; (total number of night time PHEs responded to within the targeted times / total number of night time PHEs undertaken) x 100%</p>	TracPlus, CAD
KPI004	Locate time for urgent IHT air ambulance missions (as may be modified following discussions and agreement with NASO) [PLACEHOLDER] the parties agree to work in good faith to	This KPI ensures that the locate time for urgent IHT missions are within the agreed range. Urgent IHT's are defined by the requesting hospital. Including but not limited to time critical conditions such as stroke and STEMI.				

Ref #	Name	Description	Hours Measured	KPI	Calculation	Data Source of Measurement
	modify the KPI to enhance its operational effectiveness					
KPI005	Operational availability	<p>This KPI confirms that the service is operational from each base at least xx% of the time</p> <p>Non-operational: unable to respond without delay (see data definitions)</p>	All hours of operation	Aircraft are operational / operationally available at least xx% of the time (for this KPI, Aircraft validly tasked are considered 'operational')	Number of contracted Aircraft, per base; (number of hours of operational availability/ total number of contracted hours of operational availability) x 100% Excludes the backup Aircraft unless they are in service	CAD, TracPlus, Provider records and NASO records
KPI006	Provider reporting	<p>This KPI ensures all standard reports are available to NASO within the agreed timeframe. This KPI measures the time taken to deliver reports starting from the end of the reporting period until the time that the reports are available to NASO</p> <p>The scope of this KPI is for all reports as set out in appendix 3. Reports are to be available in an agreed repository or otherwise provided to NASO (supplied in writing to the specified address) within the timeframe following the end of the reporting period as set out in the</p>	24 x 7	All information is xx% accurate and is available to NASO within the specified KPI reporting period	(Total number of reports received within the required timeframe during the KPI reporting period / total number of reports due during the KPI reporting period) x 100%	Providers reporting tools

Ref #	Name	Description	Hours Measured	KPI	Calculation	Data Source of Measurement
		KPI reporting requirements Any report which has material errors will be deemed not to have been received until a correct version is available				
KPI007	Ad hoc information requests	This KPI ensures that Providers respond to ad hoc requests for information in a timely manner. Any report which has material errors will be deemed not to have been received until a correct version is available.	24 x 7	xx% within agreed timeframe (timeframe to be agreed for categories of information)	(total number of ad hoc information requests responded to within the required timeframe during the KPI reporting period / total number of ad hoc information requests during the KPI reporting period) X 100%	Provider and NASO records
KPI008	CAA reporting	This KPI ensures that NASO is informed of any accidents and/or incidents and/or complaints and/or occurrences notified to CAA	24/7	xx% of notifications reported to CAA are reported to NASO	(Number of reports provided to NASO/number of reports provided to CAA) x 100%	Provider, CAA and NASO records

Key Performance Indicator 001	
Name	KPI001 Clinical crew numbers for PHE air ambulance missions
Description	<p>This performance requirement relates specifically to the proportion of PHEs that are undertaken with two clinical crew members, both at or above the level of Paramedic. This relates to all PHEs carried out by the Provider</p> <p>This KPI ensures that the Provider is meeting the clinical crewing requirements specified in the annual Letter of Expectations. This KPI relates to the number and clinical skill level of crew members per region</p> <p>The proportion of missions requiring two or more clinical crew, both of whom are practicing at Paramedic level or above will be phased in over four years. Providers will be expected to meet a target of xx%. Each year's target will be agreed through the annual Letter of Expectations</p> <p>Reduction of the minimum qualification to EMT for the second clinician is with the express purpose of enabling ethnic and gender diversity of the Provider's workforce. In practice, this will enable the Provider to ensure that its workforce reflects the community it serves with one in five staff being Māori and one in two staff identifying as female.</p>
Hours Measured	All hours of operation
KPI	At least xx% of all PHEs performed by the Provider are undertaken with two clinical crew, both at or above the level of Paramedic
Measurement Methodology	
Calculation	<p>By Provider (number of PHEs crewed with 2 clinical crew (both being Paramedic or above) / total number of PHEs) X 100%</p> <p>This KPI only applies to PHEs for which the Provider is required under this Agreement to provide at least two clinical crew at or above the level of Paramedic (see clause 1 of Appendix 10)</p>
Period of Calculation	Monthly
Measurement Unit	Missions
Data Source of Measurement	TracPlus, CAD, ePRF Where discrepancy in data occurs, CAD data will take preference
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly with quarterly and annual reporting against KPI target

Key Performance Indicator 002	
Name	KPI002 Clinical crew skill capability for pre-hospital air ambulance missions
Description	<p>This KPI ensures that the Provider is meeting the clinical crew skill capability requirements specified in the annual Letter of Expectations. Providers will be expected to meet an initial target of xx%. Each year's target will be agreed through the annual Letter of Expectations</p> <p>This performance requirement relates specifically to the proportion of PHEs that are undertaken with at least one ICP clinical crew member</p>

Key Performance Indicator 002	
Hours Measured	All hours of operation
KPI	At least xx% of PHEs performed by the Provider include at least one ICP level (or above), clinical crew member
Measurement Methodology	
Calculation	By Provider; (number of PHEs crewed with an ICP / total number of pre-hospitals missions) X 100% This KPI only applies to PHEs for which the Provider is required under this Agreement to provide at least one clinical crew at or above the level of ICP (see clause 1 of Appendix 10)
Period of Calculation	Monthly
Measurement Unit	Missions
Data Source of Measurement	TracPlus, CAD, ePRF Where discrepancy in data occurs, CAD data will take preference
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly with quarterly and annual reporting against KPI target

Key Performance Indicator 003	
Name	KPI003 Urgent pre-hospital air ambulance response times
Description	This KPI will ensure that the response time for PHEs is within the agreed range for both day time and night time missions
Hours Measured	All hours of operation
KPI	The response time for urgent PHEs meets the target times set out below: (i) Day time response time: the Provider will be skids off for xx% of missions within 10 minutes of being assigned (08:00 up to 18:00 hours) (ii) Night time response time: the Provider will be skids off for xx% of missions within 20 minutes of being assigned (18:00 up to 08:00 hours)
Measurement Methodology	
Calculation	(i) By base; (total number of day time PHEs responded to within the targeted times / total number of day time PHEs undertaken) x 100% (ii) By base; (total number of night time PHEs responded to within the targeted times / total number of night time PHEs undertaken) x 100%
Period of Calculation	Monthly
Measurement Unit	Missions
Data Source of Measurement	TracPlus, CAD Where discrepancy in data occurs, CAD data will take preference for
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly with quarterly and annual reporting against KPI target

Key Performance Indicator 004	
Name	KPI004 Locate time for urgent IHT air ambulance missions [PLACEHOLDER] the parties agree to work in good faith to modify the KPI to enhance its operational effectiveness
Description	This KPI ensures that the locate time for urgent IHT missions are within the agreed range
Hours Measured	
KPI	
Measurement Methodology	
Calculation	
Period of Calculation	
Measurement Unit	
Data Source of Measurement	
Measurement Responsibility	
Reporting Frequency	

Key Performance Indicator005	
Name	KPI005 Operational availability
Description	This KPI confirms that the service is operational from each base at least xx% of the time Non-operational: unable to respond without delay (see data definitions in appendix 3)
Hours Measured	All hours of operation
KPI	Aircraft are operational/operationally available at least xx% of the time (for this KPI, Aircraft validly tasked are considered 'operational/operationally available') (i) Excludes the backup Aircraft unless they are in service
Measurement Methodology	
Calculation	Number of contracted Aircraft, per base; (number of hours of operational availability / total number of contracted hours of operational availability) x 100%
Period of Calculation	Monthly
Measurement Unit	Hours
Data Source of Measurement	CAD and TracPlus records, Provider records, NASO records
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly with quarterly and annual reporting against KPI target

Key Performance Indicator 006	
Name	KPI006 Provider reporting
Description	This KPI ensures all standard reports are available to NASO within the agreed timeframe. This KPI measures the time taken to deliver

Key Performance Indicator 006	
	<p>reports starting from the end of the reporting period until the time that the reports are available to NASO</p> <p>The scope of this KPI is for all reports as set out in appendix 3. Reports are to be available in an agreed repository or otherwise provided to NASO (supplied in writing to the specified address) within the timeframe following the end of the reporting period as set out in the KPI reporting requirements</p> <p>Any report which has material errors will be deemed not to have been received until a correct version is available</p>
Hours Measured	24 x 7
KPI	All information is xx% accurate and is available to NASO within the specified KPI reporting period
Measurement Methodology	
Calculation	(Total number of reports submitted within the required timeframe during the KPI reporting period / total number of reports due to be submitted during the KPI reporting period) x 100%
Period of Calculation	Monthly
Measurement Unit	Report
Data Source of Measurement	Providers reporting tools
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly, quarterly and annual reporting

Key Performance Indicator 007	
Name	KPI 007 Ad hoc information requests
Description	This KPI ensures that Providers respond to ad hoc requests for information in a timely manner Any report which has material errors will be deemed not to have been received until a correct version is available
Hours Measured	24 x 7
KPI	xx% within agreed timeframe (timeframe to be agreed for categories of information)
Measurement Methodology	
Calculation	(total number of ad hoc information requests responded to within the required timeframe during the KPI reporting period / total number of ad hoc information requests during the KPI reporting period) x 100%
Period of Calculation	Monthly
Measurement Unit	Requests for information
Data Source of Measurement	Provider and NASO records
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly, quarterly and annual reporting

Key Performance Indicator 008	
Name	KPI 008 CAA reporting
Description	This KPI ensures that NASO is informed of any accidents and/or incidents and/or complaints and/or occurrences notified to CAA
Hours Measured	24 x 7
KPI	100% of notifications reported to CAA are reported to NASO
Measurement Methodology	
Calculation	(Number of reports provided to NASO / number of reports provided to CAA) x 100%
Period of Calculation	Monthly
Measurement Unit	Reports
Data Source of Measurement	Provider, CAA and NASO records
Measurement Responsibility	Provider, with selected audit by NASO
Reporting Frequency	Monthly, quarterly and annual reporting, and within five days as per Schedule 5, Section 6

Appendix 4: Invoicing and Payment Process

4. Service Payments - Fixed Service Component

- a. The Provider will invoice HNZ for the Fixed Service Component and the Contract Risk Fund in accordance with the payment table below (for the avoidance of doubt, as between the Purchasers, ACC shall account to HNZ for an agreed proportion of the Fixed Service Component).
- b. Each invoice is to be submitted to providerinvoices@health.govt.nz
- c. Each invoice must meet all legal requirements and must contain the following information:
 - i. provider name (legal entity name)
 - ii. provider number (legal entity number)
 - iii. provider invoice number
 - iv. contract number
 - v. purchase unit number or a description of the service being provided
 - vi. date the invoice is due to be paid/date payment expected
 - vii. dollar amount to be paid
 - viii. GST rate
 - ix. GST number
 - x. detail the period that is being invoiced
- d. HNZ will pay the Fixed Service Component, on behalf of all Purchasers, on the dates set out in the payment table below for the services provided in each invoice period so long as a valid GST tax invoice is received and provided it has received all information reasonably required by the Purchasers to verify the amounts being claimed for payment (including completed Helidata spreadsheets for the relevant period).
- e. If an invoice cannot be approved for payment, HNZ will advise the Provider, detailing the reasons for the decline and steps needed to be taken to obtain approval. For the avoidance of doubt, only that Service that is affected by part of the invoice that cannot be approved, or is in dispute, will be withheld from payment. All remaining Services set out on the invoice will be paid in accordance with the terms of this Agreement.
- f. Any queries regarding the non-payment of an invoice should initially be referred to HNZ Provider Payments Team. If the issue remains unresolved it may then be referred to NASO for investigation and resolution.
- g. The payments table below sets out the Fixed Service Component and the Contract Risk Fund invoicing schedule.

Service Start Date	Service End Date	Invoices received by HNZ on or before	Payment Date	Contract Risk Fund	Fixed Component
1-Nov-22	30-Nov-22	18-Oct-22	1-Nov-22		
1-Dec-22	31-Dec-22	17-Nov-22	1-Dec-22		
1-Jan-23	31-Mar-23	10-Jan-23	20-Jan-23		
1-Apr-23	30-Jun-23	10-Apr-23	20-Apr-23		
1-Jul-23	30-Sep-23	10-Jul-23	20-Jul-23		
1-Oct-23	31-Dec-23	10-Oct-23	20-Oct-23		
Cont..					

5. Service Payments – Variable Service Component

2.1 HNZ (including hospitals and ACC Stop Missions)

- a. The Provider will invoice HNZ for the total monthly Variable Service Component and fuel costs for all HNZ related missions for the month (as defined in use 3.2.1 of Schedule 6) and including ACC Stop Missions (and associated fuel costs).
- b. The monthly invoice and all information reasonably required by HNZ to verify the amounts being claimed for payment (including a completed Helidata spreadsheet for the relevant month) must be sent to providerinvoices@health.govt.nz.
- c. The invoice must constitute a valid GST invoice and meet the requirements set out in section 1 above (Service Payments), clause c and be supported by a completed Helidata spreadsheet for the relevant month.
- d. In addition to the requirements in clause b, the monthly invoice must detail for each mission:
 - i. date and time of flight;
 - ii. Service User NHI;
 - iii. mission number;
 - iv. service code;
 - v. SOSO hours for each mission; and
 - vi. ACC Stop Missions details.
- e. If a complying invoice is received by the 10th day of the month following the period being billed, payment will be made on or before the 20th of the month following the period being billed. If the 20th of the month is not a Working Day, payment will be made on or before the first Working Day following the 20th.
- f. If an invoice cannot be approved for payment, HNZ will advise the Provider, detailing the reasons for the decline and steps needed to be taken to obtain approval. For the avoidance of doubt, only that Service that is affected by part of the invoice that cannot be approved, or is in dispute, will be withheld from payment. All remaining Services set out on the invoice will be paid in accordance with the terms of this Agreement
- g. Any queries regarding the non-payment of an invoice should initially be referred to HNZ's Provider Payments Team. If the issue remains unresolved it may then be referred to the NASO for investigation and resolution.

2.2 ACC

- a. The Provider is to raise a monthly invoice for the Variable Service Component and fuel costs of all ACC related missions for the month (as defined in use 3.2.2 of Schedule 6). Each invoice will constitute a GST invoice under the Goods and Service Tax Act 1985, and will be in a format, and contain such information, as reasonably requested and advised by ACC from time to time.
- b. The invoice must be submitted electronically using one of ACC's prescribed electronic methods (available on ACC's website).
- c. The invoice must contain details of:
 - i. date and time of flight;
 - ii. Service User NHI;
 - iii. mission number;
 - iv. service code;
 - v. ACC45 number; and
 - vi. SOSO hours for each mission.
- d. ACC will pay the Provider the applicable price per SOSO hour set out in Schedule 6 where:
 - i. ACC is satisfied that the Service relates to a claim for cover accepted under the Accident Compensation Act; and
 - ii. the invoice submitted has a valid and related ACC45 number (note that ACC may determine the validity of an invoice by evaluating the information provided).
- e. If an acceptable invoice is received by the ACC Provider Invoicing Centre, ACC will lodge the payment amount into the bank account nominated by the Provider subject to the information contained in the invoice/schedule being complete and accurate.

- f. If a complying invoice is received by ACC by the 10th day of the month following the period being billed, payment will be made on or before the 20th of the month following the period being billed. If the 20th of the month is not a Working Day, payment will be made on or before the first Working Day following the 20th.
- g. Advice of payment will be forwarded separately by ACC detailing the individual missions that account for the total amount lodged.
- h. If an invoice cannot be approved for payment, ACC will advise the Provider on the remittance advice notice the reasons for the decline or part payment of services.
- i. Any queries regarding the non or part payment of an invoice will initially be referred to the ACC Provider Helpline (0800 101 996 or email providerhelp@acc.co.nz). If the issue remains unresolved it may then be referred to NASO for investigation and resolution.

2.3 Service Item codes

The following table represents service item codes used by the Purchasers in the processing of Provider invoices and schedules. The Provider must use these codes to identify individual service items on Provider invoices and/or schedules submitted to HNZ or ACC:

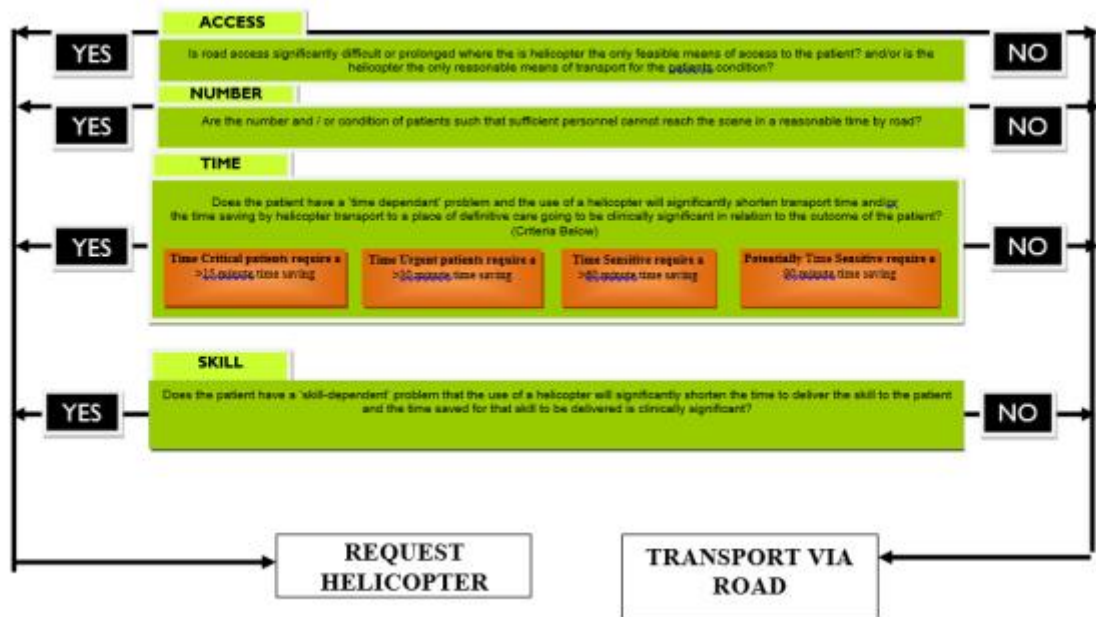
Service Item Code				Billing Method	Price (GST excl) as per Schedule 6, Table 7
HNZ	ACC	Description			

6. Lodgment of ACC45

- a. Where the Provider is the first provider of services to a Client, they must submit an ACC45 claim registration form completed by an Ambulance Officer, Medical Practitioner or Registered Nurse who is competent to complete the form, to the appropriate ACC Provider Invoicing Centre for the region; alternatively there may be an arrangement with the medical facilities in their Coverage Area that ensures ACC receives a ACC45 claim registration form for all Clients within 24 hours of the date on which the Service was provided. This will be submitted in electronic format where possible.
- b. The Provider will ensure that all mandatory fields in the ACC45 are completed accurately and that the Client signs the form prior to lodgment with ACC.
- c. Where the Client is unable to sign the form due to their injuries, the Ambulance Officer, Medical Practitioner or Registered Nurse may sign on their behalf clearly citing the reason the Client could not sign.
- d. Where a claim relating to an invoice with an ACC45 number is not accepted under the Accident Compensation Act, ACC will inform the Provider. Where extra information is required to determine the validity of the claim, the onus is on the Provider to provide that additional information.

Appendix 5: Access, number, time dependent and skill dependent (ANTS) Criteria

Protocol for Helicopter Dispatch ANTS criteria – Road Crews



Access	Number	Time dependent	Skill dependent
Service User is located in an isolated or difficult location to access, and a helicopter is the most feasible means of reaching and/or transporting the Service User.	The number of Service Users at the location exceeds the number of available resources in the area, and a helicopter will arrive significantly sooner than the nearest additional road crews.	Information suggests that the Service User is seriously injured or unwell with a time sensitive condition and a helicopter will locate and transport the Service User significantly faster than by road. This will generally mean that the Service User is located more than 40 minutes from the destination hospital.	The Service User's outcome is likely to be significantly improved by a specific clinical skill on scene and/or en-route to hospital, and suitably qualified personnel can be provided by helicopter significantly faster than by road

Appendix 6: Equipment List

QUANTITY	EQUIPMENT TYPE
1	First response pack
1	ICP pack
1	Defibrillator
1	Suction
1	Portable oxygen
1	Main oxygen
1	Stretcher
1	Stretcher mount
1	Spinal immobilisation/ Scoop
1	Ventilator
1	Winch stretcher
3	Passenger lifejackets
1	Leg traction splint
1	Paediatric restraint
1	Spine immobilising extrication device
1	Pelvic splint
1/3	Spider straps or alternative securing straps
2	Winch harnesses
1	Nappy style harness
1	Cinch style harness

STANDARD SERVICE	
	Mechanical ventilator
	Patient monitor
	DRUG CASE
	Point of Care blood analyser
	FOLDER
	MEDICAL BAG 1
	MEDICAL BAG 2

Appendix 7: Air Ambulance Helicopter Specific Item Specifications (IHTs)

NICU	WEIGHT (KG)
Neo Natal Cot	130
NICU Medical Bags (2) (Blue)	20.0
NICU Air Cylinder	12.5
GRAND TOTAL	162.5

ICU, PICU and ECMO	WEIGHT (KG)
<ol style="list-style-type: none"> 1. Two pilot operation with IFR capability may be required for the Northern region for PICU and ECMO. 2. Clinical space: <ol style="list-style-type: none"> (i) Aircraft to have the capacity for a single stretcher and 4 clinical staff or family members. (ii) For ICU level transfers: The Aircraft to have the capacity for a single stretcher and 3 clinical staff (iii) For non-ICU transfers: The Aircraft shall have the capacity for a single stretcher and 2 clinical staff (iv) The space available and Service User positioning allows access to the head of the Service User sufficient for advanced airway manoeuvres to be performed and to the whole of one side of the Service User. 3. The Aircraft shall carry 1 D size (1.4m³) oxygen cylinder and 1 D size Air cylinder (If required for the specific mission) and be fitted with an oxygen content monitor and alarm system accessible to the clinical crew. Gas supplies shall be available whilst engines are shut down. For ECMO transfers 2 D Size oxygen cylinders are required. 4. Electrical supply shall consist of a 250w 12volt DC and a 750W 240v AC supply via an inverter. Both supplies shall be available only whilst engines are running. 5. Stretcher loading System – must be aviation certified (if required) and compatible with the existing HNZ stretcher systems. Loading systems shall permit “no-lift” transfers and loading from Ambulances/Helipads or minimise lifting requirements for clinical staff to a maximum of 16.6kg for females and 25kg for males from their centre of gravity. 6. Communications equipment shall include the ability for the clinical team to communicate directly with the base or referring hospital. 7. A real time flight tracking system that can be accessed by both the mission coordinator and the clinical team’s base is required. <p>For NICU:</p> <ol style="list-style-type: none"> 8. Loading of the Neonatal Cot and Power lifter must require no more than five minutes from presentation of the Cot to the Aircraft. 9. The time standard for unloading of the Neonatal Cot and if used, Power lifter will be three (3) minutes. 10. Loading and unloading of the Neonatal Cot and Power lifter must be achieved without rotating the Service User more than ten (10) degrees in roll, or eight (8) degrees in pitch, relative to the floor of the Aircraft. 11. The Neonatal Cot and power lifter Aircraft interface system must be adjustable by one person, without tools in a single action to maintain the Service User in a flat and level position on the ground and whilst in flight. 	<p>For ECMO transfers approximately 150 KG of equipment is carried including the specialist ECMO stretcher.</p>

Appendix 8: Air Operators Certificate Holder Details

REQUIREMENT	DETAIL
Provider	
Other trading name (if applicable)	
Air Operators Certificate number and expiry date	

Appendix 9: Provider's Technical Specification Non-Compliance Statement

Appendix 10: Provider's Service Specification Non-Compliance Statement

Appendix 11: Aircraft Register

ID	Description	Aircraft Status

Appendix 12: Assumptions

Appendix 13: Transition Principles

Appendix 14: Breakdown of Costs and Revenue