



Gloucestershire

Local Health Resilience Partnership

Mutual Aid Agreement FINAL V1.0 - 27062017

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# Foreword

This Mutual Agreement covers all NHS Commissioning and Provider organisations within the Gloucestershire Local Health Resilience Partnership. Its purpose is to ensure that NHS organisations responding to major incidents in each area have pre-agreed processes for sharing mutual aid that will allow them to meet their response requirements under the Civil Contingencies Act 2004, Health & Social Care Act 2012 and the NHS England EPRR Framework 2015. The document will be scalable to include neighbouring LHRPs within the NHS England (NHSE) South Central (SC) such as Wiltshire, Swindon and Thames Valley.

**Who is the agreement for?**

The agreement is primarily for all NHS organisations within the NHSE SC local regional office area. It sets out the local response to a significant health related incident or emergency. It also describes well-established command and control arrangements for the local NHS.

This agreement is based upon the Gloucestershire Local Health Resilience Partnership Memorandum of Understanding and supersedes that document.

If you have any questions regarding this Gloucestershire plan, please contact either the NHS England South Central EPRR team: [linda.baker7@nhs.net](mailto:linda.baker7@nhs.net) or Andy Ewens, Gloucestershire CCG at [andy.ewens1@nhs.net](mailto:andy.ewens1@nhs.net)

It is important that all relevant colleagues within organisations in the Local Health Resilience Partnership (LHRP) and the Local Resilience Forums (LRFs) are aware that the Agreement exists and understand fully their contribution to the implementation of the agreements.

**Amendment record**

|  |  |  |
| --- | --- | --- |
| **Date** | **Amendment** | **Author** |
| 27.06.2017 | V1.0 – Amendment following discussion at LHRP Executive Group meeting 27.06.2017 for sign off | Julia Doyle |
| 23.06.2017 | V0.5 – Amendments following feedback from Gloucestershire LHRP Business Group | Julia Doyle |
| 06.06.2017 | V0.4 – Consistency check of organisational names | Julia Doyle |
| 30.05.2017 | V0.3 – 30.05.2017 – Final amendments following feedback received from GCS Director of HR (STP HR lead) and tweaked flow charts. | Julia Doyle |
| 26.04.2017 | V.02 – 26042017 - Suggested amendments throughout the document following telecon 19.04.2017 between Linda Baker, Marion Andrews-Evans and Julia Doyle.  Additional document reference to STP Clinical Governance Memorandum of Understanding | Julia Doyle |

# 

# Introduction

This Mutual Aid Agreement explains arrangements for the request and provision of mutual aid by NHS organisations in NHS England South Central as in Table 1.

# Table 1: List of NHSE South Central NHS Organisations included in this agreement

|  |
| --- |
| **NHS England South Central** |
| **Gloucestershire LHRP** |
| Gloucestershire CCG  Gloucester Hospitals NHS Foundation Trust  Gloucestershire Care Services NHS Trust  2Gether NHS Foundation Trust  South Western Ambulance Service NHS Foundation Trust  Care UK (Out of Hours)  Care UK 111  Arriva Patient Transport Services |
| **Wilts & Swindon LHRP** |
| Great Western Hospitals NHS Foundation Trust  Avon and Wiltshire Mental Health Partnership  Salisbury NHS Foundation Trust  South Western Ambulance Service NHS Foundation Trust  Swindon CCG  Swindon Care Services  Wiltshire CCG  Wiltshire Care and Health  Virgin Healthcare  Medvivo  Arriva  Care UK |
| **Thames Valley LHRP** |
| Buckinghamshire CCG  (East) Berkshire CCGs  (West) Berkshire CCGs  Milton Keynes CCG  Oxfordshire CCG  South Central Ambulance Service NHS Foundation Trust  Buckinghamshire Healthcare NHS Trust  Wexham Park Hospital(Frimley Health NHS Foundation Trust)\*  Royal Berkshire NHS Foundation Trust  Milton Keynes University Hospital  Oxford University Hospitals NHS Foundation Trust  Berkshire Healthcare NHS Foundation Trust  Oxford Health NHS Foundation Trust |

2.1 Mutual Aid – Definition

For the purpose of this document the following definition of mutual aid will apply:

*‘An agreement between responders, within the same sector or across sectors and across boundaries, to provide assistance with additional resource during an emergency which may go beyond the resources of an individual responder’*.[[1]](#footnote-1)

This ensures the development of Business Continuity International Standards of Mutual Aid *‘Pre-arranged understanding between two or more entities to render assistance to each other’*.[[2]](#footnote-2)

## 2.2 Response

Responding to a Major, Critical or protracted Business Continuity Incident may place extreme pressure on any NHS organisation providing the initial response and many incidents demand resources from across the health sector. It can also be used for any protracted incident i.e. mass casualty event and influenza pandemic.

This Mutual Aid Agreement will apply only to events such as those listed above. It does **not** apply to surge/escalation or ‘business as usual’ (BAU) within the NHS which would invoke Business Continuity arrangements.

# Aim

The aim of this agreement is to:

* Provide a framework for the request, provision and receipt of resources between NHS organisations when individual organisation resources are insufficient to provide an adequate response to the demands of a major incident;
* Support the response to a major incident ‘declared;
* Reduce the impact of a major incident that has been declared.

# Criteria for activation

The requesting organisation has ‘declared a Major Incident’/’Business Continuity Incident’/’Critical Incident’,

**And/or**

The requesting organisation is unable to manage the demands of the incident response with resources under its own control;

**Or**

Safe levels of critical services cannot be maintained by the requesting organisation.

At a minimum an incident needs to be declared for the agreement to be activated.

# Types of Mutual Aid

This framework describes a process for requesting, sending and receiving of mutual aid between NHS provider organisations in Gloucestershire, under the NHSE SC region. It should be seen as a systems resilience measure between individual provider organisations, to support each other in times of adverse pressure on the system.

Mutual aid is not limited to human resources. It may also include access to:

|  |
| --- |
| Equipment |
| Advice |
| Clinical or other physical capacity |
| Time-limiting Expertise  (e.g. EPRR Tactical Officer) |

# Requesting and Providing Mutual Aid – Process Description

Between NHS organisations:

* A request for mutual aid will be made by the Director On-Call or other nominated Executive Director of the originating NHS organisation (see appendix A). All communications regarding requests will be recorded in organisational and individual on call decision logs.
* The request will be made to the local CCG who will act as the Co-ordination Point (CP) for the requesting organisation. The local CCG will facilitate the request for mutual aid locally in the first instance. If this is not successful the CCG will seek further assistance from NHSE SC via the Manager on Call and Incident Co-ordination Centre (ICC) should it be in place. The local CCG will keep NHSE SC informed of all activity.
* The CCG will act as a broker of local resources for the requesting and other provider organisations.
* The Director from the requesting organisation will make contact with the potential mutual aid provider (PMAP). The PMAP will identify an initial point of contact in their organisation able to receive the request.
* The Director making the request will forward electronic copies of the completed mutual aid template at Appendix A and forward copies to the intended provider of mutual aid and the local on-call CCG Director, who will notify the Director on Call at NHSE SC.
* The NHS organisation receiving a request for mutual aid will give it prompt consideration and provide a clear response, explaining whether all or part of the request will be met or denied. Written confirmation of any verbally agreed requests will be forwarded as soon as is practicable to the requesting organisation and copied to the CCG. This must not delay of any ‘verbally agreed’ discharge of mutual aid to the receiving organisation).

## Communications

**Requesting Organisation – Provider 1**

**Request receiving Organisation – Provider 2**

**Gloucestershire CCG**

**NHSE South Central**

## Process Flow Chart (Emailed; Will be timed and dated by Accountable Officer)

Mutual aid identified as being required by an NHS Organisation who have declared a major incident and initial contact made with potential supporting organisation(s)

Following discussion with the CCG the requesting NHS organisation completes a mutual aid request form (appendix A), making it clear what is being requested and emails to CCG

CCG to contact the most appropriate NHS organisation to seek support

Follow up the request by e-mailing a copy of the request form

Inform the NHS England On-Call manager and e-mail a copy of the request form

l Aid in first text

# Action by NHS Organisations Supplying Mutual Aid

The NHS organisation receiving a request for mutual aid will give it prompt consideration and provide a clear response, explaining whether all or part of the request will be met or denied. Written confirmation of any verbally agreed requests will be forwarded as soon as is practicable. Whilst written confirmation is preferred for accuracy of requests and the denoted skills sets, this must not delay of any ‘verbally agreed’ discharge of mutual aid to the receiving organisation).

Inform the local CCG who will inform NHS England SC (for the NHS organisation receiving the request), and the originating NHS organisation, whether all or part of the request will be met or denied.

Allocate and brief a Lead Director responsible for identifying assets/resources to be deployed or otherwise included in the response to the request for mutual aid.

Only deploy or allocate resources identified in the Mutual Aid request.

# Action by NHS Organisations Receiving Mutual Aid

## Actions

Agree an assembly area and/or focal point where incoming resources will be met or received and communicate the details to the organisation(s) supplying the mutual aid.

Ensure the Lead Director or a fully briefed deputy is identified to receive the staff arriving from other organisations. He/she will be responsible for checking the credentials of the staff and / or resources to verify that they are who was expected and recording the time and date of arrival.

## Responsibilities

The receiving organisation will be responsible for clinical governance responsibilities for all clinical staff sent to the organisation in support of this request. See Gloucestershire MOU for STP - Clinical Governance at Appendix D.

Whilst all clinical staff are individually accountable for their actions, in the event of misconduct during the placement they will be disciplined under the policies of their contracted employer (the sending organisation).

The nature of the work requested of the external staff coming in to support the requesting organisation should match but not exceed their competency levels and skill set.

The receiving organisation is responsible for the command and control of all assets/resources and welfare of staff supplied under the mutual aid arrangements.

In the case of clinical mutual aid being offered it should be the responsibility of the donating Trust to ensure colleagues have relevant competencies and clearances, e.g. DBS, references etc. However on attending site the clinical member of staff should give, on request, their registration number for checking.

The Gloucestershire Training Passport is being developed to support evidence of training records for individuals employed to provide clinical NHS support across Gloucestershire.

# Closing Actions / Terminations

The receiving NHS organisation should notify supporting organisations and the local CCG when the need for support ends or can be reduced as soon as it is recognised. The local CCG will inform NHSE SC.

Any NHS organisation providing mutual aid but no longer able to do so, or only able to do so in a limited capacity, should notify the receiving organisation and the local CCG as soon as it is recognised.

At the conclusion of the shift or the pre agreed finish time, the Responsible Manager for the mutual aid staff will take responsibility for recording the time and date that the staff leaves.

# Charging arrangements for Mutual Aid

* This agreement is based on the principle of ‘shared risk’ recognising the fact that the risk presented by major incidents is equal among all organisations.
* Any mutual aid provided by NHS organisations will be on the basis of ‘shared risk’ and costs lie where they fall for a pre-agreed period. Consequently, there will be no cross charging for mutual aid between NHS organisations.
* As part of the risk sharing agreement, the NHS is to collate all associated mutual aid costs for audit purposes.
* If any NHS organisation wishes to discuss associated costs of supplying mutual aid to other NHS organisations then discussions may take place between the relevant finance directors after the declaration of ‘major incident stand-down’.

* When the receiving organisation has requested consumables as part of the Mutual Aid Agreement these should be replaced -where possible- and passed to the organisation who supplied them.

# Requesting NHS Organisation Director

The NHS Director will:

* Assume initial command for the incoming resources
* Manage deployment of incoming resources
* Maintain liaison with the supporting NHS organisations
* Ensure that members of staff are appropriately checked and briefed prior to being deployed on specific tasks
* Arrange hot debriefs for staff of providing NHS organisations and ensure staff are repatriated back to their home NHS organisation
* Ensure details of staff that have attended an incident are passed on to supporting services for the purpose of further monitoring, in accordance with local procedures

# Existing South Central Ambulance NHS Foundation Trust and South Western Ambulance Services NHS Foundation Trust Mutual Aid Arrangements

This Mutual Aid Agreement does not supersede the existing arrangements held by South Central Ambulance Service NHS Foundation Trust and South Western Ambulance Service NHS Foundation Trust and other UK Ambulance Services Trusts, but will be used in the event of mutual aid between the two ambulance services and other NHS organisations.

# Training/Implementation

Organisations are required to ensure that all staff are made aware of this Mutual Aid Agreement and how it relates to them.

All staff being deployed to an alternative NHS organisation will need to have an induction to include the following:

* Appropriate site familiarisation
* Fire Alarms
* Crash Calls
* Safeguarding
* Infection Control
* Escalation procedures / point of contact
* Debrief/Handover sessions

# Consultation

NHS England – South Central, the Acute, Mental Health and Community NHS providers within

Gloucestershire have consulted on this document including provider HR leads.

# Recommendation and Approval Process

This Mutual Aid Agreement will be approved via the Local Health Resilience Partnership Accountable Emergency Officers (AEOs). Each organisation will also sign Appendix C to demonstrate their endorsement of the plan.

# Communication/Dissemination

The Mutual Aid Agreement will be shared with those ‘engaged’ providers within each LHRP of NHSE SC.

# Document Review Frequency and Version Control

This Mutual Aid Agreement will be reviewed by the LHRP Executive Group every two years.

Any necessary changes during the two year period will be issued as amendments to the plan. Such amendments will be clearly identifiable to the section to which they refer and the date issued.

Updates will be notified to partner agencies via email. LHRP organisations will be notified of any updates and sign-posted to the published version on Resilience Direct within the LHRP section of each LRF site.

# APPENDIX A

**MUTUAL AID REQUEST FORM BY A NHS ORGANISATION IN GLOUCESTERSHIRE**

**Part 1**

*To be completed by the organisation that* ***requests*** *mutual aid.*

|  |  |
| --- | --- |
| Date and time that request is sent |  |
| Name of organisation |  |
| Name and role of lead Director contact |  |
| Name of \*\*\*NHS Gloucestershire CCG Director notified of the request (where possible) |  |
| Name of organisation receiving the request |  |
| **Description of mutual aid that is needed and at what location:** |  |
| Equipment |  |
| Staff – skill set |  |
| Specialist Advice |  |
| Clinical or other physical capacity |  |
| Time-limited Expertise (EPRR Tactical Officer) |  |
| **Travel / Subsistence / Overnight arrangements** | It is an expectation that if costs are incurred they lie where they fall for the first 24 hour. Thereafter all costs are chargeable at cost. |

**Part 2**

*To be completed by the organisation that* ***receives the request*** *for mutual aid*

|  |  |
| --- | --- |
| Date and time that request is received |  |
| Name of organisation |  |
| Date(s) and time(s) that organisation(s) agreed to provide mutual aid |  |
| Name of **Director** within organisation receiving request |  |
| Name of NHS Gloucestershire **CCG Director** notified of the request (where possible) |  |
| Name of organisation sending the request (i.e. the **requesting** organisation) |  |
| Contact details (names, emails and telephone details) of:   * Director approving request received for mutual aid * NHS Gloucestershire CCG Director * Director of requesting NHS Organisation * NHS England (SC) Director (if applicable) |  |
| Date and time that provider(s) and recipient of mutual aid established contact with each other |  |
| Process in place at receiving organisation to receive mutual aid? | Y/N  Details |

APPENDIX B – For Consideration for protracted events or Incidents – can be issued after placement has started

**TEMPLATE LETTER FOR STAFF ASSISTANCE PLACEMENTS**

Insert Trust logos, HQ address etc

Staff name:

Work base/Staff Address:

Dear

**Inter-organisational assistance provided to (insert organisation name here) in response to a request due to… (insert descriptor here)**

Further to discussion with you and your line manager, due to (tbc) we have agreed to the following assistance placement to another Trust for a period of time. Please note all your current Employment Terms and Conditions of Service remain the same.

The details of this assistance placement are as follows:

|  |  |  |
| --- | --- | --- |
| Trust receiving the  assistance placement: |  | |
| Period of assistance placement: | Start date: |  |
| End date: |  |

|  |  |  |
| --- | --- | --- |
| Assistant placement  manager and contact details | Manager’s name: |  |
| Contact details: |  |
| Key role and  Responsibilities  (skill set required) |  | |

In the event that you become absent during your assistance placement, please report your absence, in accordance with the Trust’s absence reporting procedures, to your line manager as well as to your assistant placement manager.

Please note that the placement will be reviewed prior to the end of the term agreed. In exceptional circumstances where demand for inter-organisational assistance between Trusts remain high, the placement may be extended as required but only after discussion and agreement between you, your line manager and your assistant placement manager.

If you have any queries, please do not hesitate to contact your line manager.

Yours sincerely

**Director of Workforce & Communications**

**CC: *Line manager***

# APPENDIX C

**ENDORSEMENT OF THIS AGREEMENT**

The following organisations listed below endorse this Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Organisation** | **Lead contact** | **Signature** | **Date** |
| Gloucestershire Hospitals NHS Foundation Trust |  |  |  |
| Gloucester Care Services NHS Trust |  |  |  |
| 2gether NHS Foundation Trust |  |  |  |
| Gloucestershire Clinical Commissioning Group |  |  |  |
| South Western Ambulance NHS Foundation Trust |  |  |  |
| Care UK (OOHs)\* |  |  |  |
| Care UK (NHS 111)\* |  |  |  |
| Arriva Patient Transport Services\* |  |  |  |

* Non-NHS Service Providers

# Appendix D - Gloucestershire MOU for STP - Clinical Governance

1. DoH 2005, NHS Emergency Planning Guidance [↑](#footnote-ref-1)
2. BS ISO 22301:2012. [↑](#footnote-ref-2)