

MEMORANDUM OF UNDERSTANDING

A collaborative working Agreement between

North East Ambulance Service NHS Foundation Trust
(NEAS)

and

Cleveland Fire Brigade (CFB)

DRAFT



Protecting local
communities



Recommended by	
Approved By	tbc - CFB
Approval Date	
Version Number	2.2
Review Date	
Responsible Director	S Segasby (NEAS)
Responsible Manager (Sponsor)	CFB
For use by	CFB

CHANGE RECORD FORM

Version	Date of Changes	Date of Release	Changed By	Reason for Change
1.0	20/02/2021	18/3/21	J Parkin	Final version
2.0	27/07/2023		E Leather	Process updated having halted due to covid
2.1	06/09/2023		E Leather	Insurance limits for EL and PL updated
2.2	14/09/2023		E Leather	Annex 2 updated

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This Memorandum of Understanding is made on the 27 July 2023.

Commented [EL1]: Update date once approved

BETWEEN:

CLEVELAND FIRE BRIGADE, Cleveland Fire Brigade Training and Administration Hub, Endeavour House, Queens Meadow Business Park, Hartlepool, TS25 5TH

AND

NORTH EAST AMBULANCE SERVICE NHS FOUNDATION TRUST, Bernicia House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NY

Background:

- (a) NEAS is the provider of Ambulance Service, operating across the North East.
- (b) NEAS and CFB have traditionally worked in collaboration under the Policing and Crime Act 2017 to enhance the emergency and medical care delivered in the NEAS areas.
- (c) The Parties have through this Memorandum of Understanding agreed to continue to work together in accordance with the terms of this Memorandum.

1. Definition and Interpretation

In this Memorandum:

<p>“Agreement” CESG</p>	<p>means this Agreement. Communications-Electronics Security Group - the group within GCHQ which provides assistance to government departments on their own communications security.</p>
<p>“Co-Responder Incident”</p>	<p>means a 999-emergency call when alerted by NEAS.</p>
<p>“Co-Responder”</p>	<p>Any Emergency Service, Military Organisation or individual which has an Agreement with NEAS to respond to medical emergencies alongside NEAS.</p>
<p>“Confidential Information”</p>	<p>means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial or other interest of any person, including but not limited to, trade secrets, intellectual property rights and know-how of either party and all personal data and sensitive personal data will have the meanings given to them in the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).</p>
<p>“CRMT”</p>	<p>means Co-Responder Management Team.</p>
<p>“DPA”</p>	<p>means the Data Protection Act 2018.</p>
<p>“FOIA”</p>	<p>means the Freedom of Information Act 2000.</p>
<p>“Force Majeure Event”</p>	<p>means one or more of the following to the extent that it is not attributable to the affected party; war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, other aerial devices travelling at sonic or supersonic speed; acts of terrorism;</p>

explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the Services, but which is not confined to the workforce of the affected party or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; or Act of God, or other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Agreement.

“GDPR”	means the General Data Protection Regulations 2018.
“Information”	means “information” as defined in the FOIA, “personal data” as defined in the DPA and GDPR, or “environmental information” as defined in the EIRs.
“JMG”	means the Joint Management Group referred to in Clause 8 of this Agreement.
“NEAS Areas”	means those areas set out in Schedule 4.
“Party or Parties”	means the Parties or a Party to the Agreement.
“Patient Report Form”	means the form set out at Annex 1.
“Personnel”	means employees, staff, members or volunteers of CFB.
“Request”	means any request for Information, whether under the FOIA, EIRs or GDPR.
“Schedule”	means a Schedule appended to this Agreement.
“Services”	means the Services set out at Clause 2 of this Agreement.
“Term”	means the period commencing on 27 July 2023 to 13 March 2023 (both dates inclusive).
“Working Day”	has the meaning given in section 10 of the FOIA.

Commented [EL2]: Update dates once we have agreed start/end date

2. The Services

- 2.1. During the term CFB shall provide Co-Responder Units to deliver emergency medical services or support Ambulances on scene when reasonably requested by NEAS or the Ambulance Service Control Room in accordance with this Agreement. For the avoidance of doubt, CFB does not guarantee the availability of Co-Responder Units to deliver emergency medical services.
- 2.2. The emergency medical services referred to in Clause 2.1 will only involve the following incident:
 - 2.2.1. Cardiac arrest (over 16s only) - the sudden stop in effective blood circulation due to the failure of the heart to contract effectively or at all.

- 2.3. CFB Co-Responders may need to deliver the following interventions to mitigate the above life-threatening conditions:
 - 2.3.1. Maintenance of a patient airway, including the use of non-invasive airway adjuncts.
 - 2.3.2. Oxygen therapy, including assisted ventilation.
 - 2.3.3. Cardio-pulmonary resuscitation (CPR).
 - 2.3.4. Defibrillation using a semi-automatic AED.
- 2.4. Any extension in the service set out above will be agreed through a written variation to this MOU setting out the variation and shall specify any necessary equipment, skills, training and mobilisation arrangements required to implement the variation.
- 2.5. If Co-Responders are sent to any jobs that are not classified as C1 (cardiac arrest), CFB must raise this with the NEAS Duty Officer and Andrea Raine (contract lead) within 24 hours.
- 2.5.1. Please refer to 'Schedule 3: Contact List' on page 23 of this document for contact details. If you raise a concern about a job classification, please include the date and incident number to allow NEAS to investigate.

3. Performance of the Services

- 3.1. A CFB Co-Responder Unit shall, as a minimum, consist of two CFB Co-Responders.
- 3.2. At all times CFB and NEAS shall work collaboratively and in the interest of the Parties to ensure that the Services are delivered in accordance with the Operations Procedure set out at Schedule 1.
- 3.3. The following types of incident (a non-exhaustive list) will not be appropriate for CFB co-responders to attend:
 - 3.3.1. Trauma.
 - 3.3.2. Suspected spinal injuries.
 - 3.3.3. Road traffic collisions where appropriate and where it does not conflict with the FRS core duty under the FRS Act 2004.
 - 3.3.4. Industrial accidents.
 - 3.3.5. Maternity/gynaecological emergencies.
 - 3.3.6. Patients under 16 years old.
 - 3.3.7. Confirmed pandemic influenza.
 - 3.3.8. Meningitis.

- 3.3.9. Alcohol related incidents.
- 3.3.10. Drugs related incidents.
- 3.4. The list in section 3.4 may be subject to change by Agreement between both Parties following advice from the NEAS Clinical Advisory Group. To assist CFB in providing the Services NEAS shall:
 - 3.4.1. Provide replacements for disposable items, once used, to enable them to perform the role.
 - 3.4.2. Through the CRMT, monitor and provide feedback on all incidents which the CFB Co-Responders have attended and provide ongoing support and information to assist CFB in providing the Services.
 - 3.4.3. NEAS will identify and duly inform CFB of any issues arising and that CFB will act responsibly upon that advice accordingly.
 - 3.4.4. Seek assurance from CFB that the Personnel who are providing the Services have the appropriate checks carried out on them prior to providing the Services to ensure compliance with the Department of Health & Employment Check Standards.
- 3.5. To carry out the Services effectively CFB agrees that it shall:
 - 3.5.1. Employ sufficient resources and suitably qualified and trained personnel in line with the training set out in Schedule 2.
 - 3.5.2. Deliver the relevant Services with due skill and care.
 - 3.5.3. Not subcontract the provision of the relevant Services without the prior written consent of NEAS (such consent not to be unreasonably refused or delayed).
 - 3.5.4. Notify NEAS of any third-party complaints relating to the provision of the Services and assist and co-operate with NEAS in taking such steps as may reasonably be required to remedy the complaint.
 - 3.5.5. In collaboration with CFB Occupational Health arrangements, offer and provide where required full counselling and debriefing services to CFB Personnel.
 - 3.5.6. In the provision of the Services comply with all relevant legislation, statutory requirements, good practice and guidance relating to the provision of the Services as detailed in Schedule 2. The legislation includes but is not restricted to the General Data Protection Regulation 2018, Health and Safety at Work Act 1974, Manual Handling Regulations and any other associated regulations, codes of practice and guidance notes relating to the MOU.
 - 3.5.7. Not purport or represent itself to be the servant or agent of NEAS save to the extent necessarily arising from this Agreement.

3.5.8. All CFB personnel providing the relevant Services who wish to have Hepatitis B vaccinations will be refunded the full cost of the vaccinations by CFB.

Commented [EL3]: CFB to confirm

3.5.9. All CFB personnel providing the relevant Services will complete a 'Cleveland Fire Brigade (CFB) DBS Declaration Form' and return to the NEAS volunteer team. A copy of this form is provided in Annex 2.

3.5.10. Complete a written record (NEAS Patient Report Form) of all patient care administered whilst performing the Services in the form as annexed to this Agreement (Annex 1). This must be handed over to the attending crew at the time.

3.5.11. Ensure all Personnel have the appropriate protective equipment and clothing as provided by CFB.

3.5.12. Notify NEAS as soon as possible if Personnel become unavailable.

4. **Personnel**

4.1. The Parties will ensure (where applicable to them) that:

4.1.1. NEAS staff will adhere to the terms of this Agreement and the co-responder Governance Policy. CFB personnel will adhere to the terms of this Agreement.

5. **Equipment**

5.1. NEAS shall provide CFB with replacements for consumables.

5.2. Should CFB need to replace any of the consumables because of attending any co-responder incident, it shall notify NEAS immediately who shall replace those items with minimal delay.

5.3. In the event of any technical failure of equipment, materials or consumables, during an incident or otherwise the CFB co-responders will ensure that any such failure shall be reported to NEAS Control Room via the agreed communication method who will if appropriate complete a NEAS07 - Incident Report Form. A copy of the form is included in Annex 3.

5.4. In instances where consumables are lost by CFB co-responders (other than in cases of theft by third parties) or where the CFB co-responders are responsible for any defect to or the breakage of such items or equipment, NEAS shall not be responsible for replacement or repair.

5.5. On occasion it may be practical for NEAS to loan additional pieces of equipment over and above the normal standard issue. This may result from equipment defect or servicing requirements. Should any NEAS equipment be lost through the fault of CFB then it is the responsibility of CFB to replace.

5.6. That CFB is responsible for the maintenance of their Automated External Defibrillator (AED), O2 cylinder and regulator on a regular basis and that assurance would be available to NEAS of this maintenance if required.

6. Vehicles

- 6.1. CFB will provide response vehicles when providing the Services.
- 6.2. CFB will ensure that all vehicles are fully maintained and road worthy and used in accordance with all relevant road traffic legislation.
- 6.3. CFB will always be liable for the use of their vehicles in the provision of the Services. The responsibility for insurance and all other related matters will remain with CFB during the term.
- 6.4. CFB drivers will respond to incidents utilising blue lights and sirens only if they have Emergency Fire Appliance Driver status. If a driver does not have this status, then they will respond to incidents under non-emergency conditions and in accordance with applicable road traffic regulations.
- 6.5. The vehicles to be used by the CFB co-responders will be those supplied by CFB. All responsibility relating to the driving of the vehicles, insurance, maintenance, accident damage etc. will remain with CFB.
- 6.6. It is recognised in very remote or hazardous locations it may be necessary and appropriate to leave the four-way hazard lights and blue lights on as a guide for on-coming vehicles at the discretion of the personnel attending the incident.

7. Finance

- 7.1. It has been agreed that NEAS will provide funding on an individual incident basis. This has been agreed on a cost recovery basis only.
- 7.2. Funding level per incidents has been agreed at the rate of £150 per incident. Defibrillator pads and any consumable/disposable items to be replaced by NEAS. It is the responsibility of CFB to advise NEAS of what items need to be replaced. CFB Personnel should contact Andrea Raine or the Duty Officer to request these items.
- 7.3. The cost per incident will be reviewed by CFB on an annual basis from the date of this Memorandum of Understanding to reflect any appropriate inflationary or other increases for cost recovery purposes only.
- 7.4. Payment will be applicable if a crew is activated for a response, even if this is stood down before the crew have fully mobilised.
- 7.5. CFB are required to provide an invoice to NEAS submitted monthly (by first Monday of every month) stating 'Cleveland Fire Brigade FRS Emergency Medical Services' and clearly indicating the date, incident number, names of colleagues who attended the incident, amount charged and invoice number.
- 7.6. Invoices should be sent electronically to 3rdparty.invoices@nhs.net
- 7.7. NEAS will endeavour to pay invoices within thirty (30) days of receipt providing always that the Services have been performed to the satisfaction of NEAS and that the amount of the invoice is not in dispute. Should any invoice be incorrect or disputed the invoice will be returned to CFB Finance Department for correction.

8. Governance Arrangements

- 8.1. CFB to confirm availability of their business continuity plan to NEAS.
- 8.2. On a quarterly basis for a governance review with the Medical Director and/or Consultant Paramedic (or equivalent) of NEAS along with relevant operational manager from CFB. It is proposed this would take place after the Joint Management Group.
- 8.3. The governance review to cover key areas including training requirements and compliance, DBS compliance, review of any serious incidents or NEAS07 relating to an FRS attendance, patient record form compliance, incident attendance.

9. Joint Management Group (JMG)

- 9.1. The JMG is designed as a platform for the Parties to discuss any strategic and organisational issues.
- 9.2. The JMG will comprise the following members:
 - 9.2.1. NEAS community resuscitation co-ordinator, NEAS locality manager, NEAS control room
 - 9.2.2. CFB relevant manager(s).
- 9.3. Full details of the members of the JMG are set out at 'Schedule 3: Contact List'.
- 9.4. The JMG are required:
 - 9.4.1. To ensure so far as is reasonably practicable that all clinical practice is free from risk and is evidence based; based upon training and updates provided by NEAS.
 - 9.4.2. To ensure so far as is reasonably practicable that robust policies and procedures are adhered to as per NEAS training, policies that will serve to protect both the patient and personnel.
 - 9.4.3. To receive reports of complaints or issues.
 - 9.4.4. To ensure that the quantity and quality of training is of a standard acceptable to all Parties.
 - 9.4.5. To ensure that clear and unambiguous protocols exist for joint working.
 - 9.4.6. To ensure that all clinical governance issues are considered.
 - 9.4.7. To oversee clinical audit relating to joint activity.
 - 9.4.8. To annually review this Agreement.
- 9.5. The JMG shall meet frequently, with dates to be determined between NEAS and CFB.

9.6. The following elements will form the performance framework for the work that will be monitored by the JMG:

- Performance measured against NEAS Ambulance Quality Indicators (AQI) for cardiac arrest patients.
- Review of Memorandum of Understanding.
- Review of CONOPS documents.
- Review of any CFB and NEAS documentation, which may impact on the scheme.
- CFB/NEAS performance update.
- Review of the cost recovery model.
- Representative body liaison.
- Complaints.
- Acts of aggression or any other reported incidents.
- Assurance of service delivery.
- Disposition of service and resources by CFB.
- Safe and wellbeing referrals.
- Any other business.

10. **Termination**

10.1. The Parties agree that if either of them ("the Defaulter") fails to perform its obligations under this Agreement:

10.1.1. If the default is capable of rectification, the other may serve upon the Defaulter a written request to rectify the default or to make satisfactory proposals for rectification of the default within 28 days of service of the written request; and/or

10.1.2. If the default is incapable of rectification or consists of a failure to comply with a notice served under Clause 10.1.1 above the other may forthwith terminate the Agreement in accordance with the provisions of this Clause.

10.2. Either Party may terminate the Agreement by giving to the other not less than three months prior written notice.

10.3. Either Party may terminate this Agreement immediately if Clause 11.4 applies.

10.4. Upon any termination of the Agreement each of the Parties shall:

10.4.1. Deliver up to the other any records, documents, data equipment or information relevant to the Services which the other shall reasonably require to be delivered up and in a form consistent with the delivery method of processing or storage thereof.

10.5. Any termination shall be without prejudice however to:

10.5.1. Any right claim action or remedy arising before the date of termination and

10.5.2. The operation of Clauses 9, 15, 16 and 17 which shall continue to bind the Parties after the termination of the Agreement.

11. Indemnity

- 11.1. CFB will indemnify and keep indemnified NEAS in respect of any loss, damage, claim, action, demand, liability or expense suffered by or arising directly or indirectly against NEAS because of the breach of any provision of the Agreement by CFB, through the act or default of CFB.
- 11.2. NEAS will indemnify and keep indemnified CFB in respect of any loss, damage, claim, action, demand, liability or expense suffered by or arising directly or indirectly against CFB because of the breach of any provision of the Agreement by NEAS, through the act or default of NEAS.
- 11.3. If any third party makes a claim, or notifies an intention to make a claim, against either Party which may reasonably be considered likely to give rise to a liability under the indemnities in this Agreement (a "Relevant Claim"), the Party in receipt of the claim shall:
 - 11.3.1. As soon as reasonably practicable, give written notice of the relevant claim to the other Party specifying the nature of the relevant claim in reasonable detail.
 - 11.3.2. Not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed, provided that the Party in receipt of the claim may settle the Relevant Claim after giving prior written notice of the terms of settlement (to the extent legally possible) to the other Party, but without obtaining the other Party's consent) if they reasonably believe that failure to settle the Relevant Claim would be prejudicial to it in any material respect.
 - 11.3.3. Give the other Party access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Party in receipt of the claim, to enable the other Party and its professional advisers to examine them and to take copies (at the other Party's expense) for the purpose of assessing the Relevant Claim.
 - 11.3.4. Subject to the other Party's providing security to the Party in receipt of the claim to that Party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the other Party may reasonably request to avoid, dispute, compromise or defend the Relevant Claim.
- 11.4. If a payment due from the other Party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Party in receipt of the claim shall be entitled to receive from the other Party such amounts as shall ensure that the net receipt, after tax, to the Party in receipt of the claim in respect of the payment is the same as it would have been were the payment not subject to tax.
- 11.5. Nothing in this clause shall restrict or limit the Party in receipt of the claim's general obligation at law to mitigate a loss which it may incur because of a matter giving rise to a claim.

12. Insurance

- 12.1 The Parties shall maintain in force throughout the term of this Agreement at its own cost appropriate insurance policies with insurers of good repute. The Parties shall upon a reasonable request being made, provide to the other Party evidence of payment of premiums and details of those insurances.
- 12.2 CFB shall maintain in force throughout the term of this Agreement at its own cost appropriate insurance policies with insurers of good repute including but not limited to:
- 12.2.1 comprehensive motor insurance with a minimum limit of indemnity of £20,000;
 - 12.2.2 employer's liability insurance with a minimum limit of indemnity of £25,000,000; and
 - 12.2.3 public liability insurance with a minimum limit of indemnity of £25,000,000.
- 12.3 To the extent that it is fulfilling its obligations under this agreement CFB is acting as an agent of NEAS and is covered under the Clinical Negligence Scheme for Trusts and the Liabilities to Third Parties Scheme in respect of relevant incidents.
- 12.4 The Parties further warrants that they shall not take any action or fail to take any action or permit or allow others to take or fail to take any action, as a result of which the insurances referred to in clauses 11.1 and 11.2 above may be rendered void, voidable, unenforceable or be suspended or impaired in whole or in part or which may otherwise render any sum paid out under such policy of insurance repayable in whole or in part.
- 12.5 Each Party shall keep the other fully apprised of any claims received in relation to the Services.

13 Force Majeure

- 13.1 Neither Party shall be entitled to bring a claim for a breach of obligations under the Agreement by the other Party or incur any liability to the other Party for any loss or damages incurred by that Party to the extent that a Force Majeure Event occurs, and it is prevented from carrying out obligation by that event of Force Majeure.
- 13.2 Upon the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.
- 13.3 As soon as practicable, following such notifications, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Agreement.

- 13.4 In the event of a Force Majeure Event lasting more than three (3) consecutive months either Party may follow consultation with the other, give notice of termination in accordance with clause 9.

14 Disputes

- 14.1 Disputes between the Parties as to matters arising out of the operation of the Agreement which cannot be resolved in the meetings referred to in Clause 8 above shall be referred:
- 14.2 In the first instance to the Operations Manager (NEAS) or in each case to such other person acting on their behalf to whom they shall delegate the function for consideration/resolution, and CFB Area Manager Response.
- 14.3 If the matter cannot be resolved under Clause 14.2, the Parties may refer the matter to an independent person to be agreed by NEAS and CFB.

15 Notices

- 15.1 Any written notice required or desired to be served under the Agreement shall be considered to have been correctly served if it is delivered or sent by recorded delivery post.
- 15.2 On NEAS if it is addressed to the Chief Executive of NEAS and either left at or sent to the address of NEAS detailed on page 4 or otherwise notified in writing to CFB.
- 15.3 On CFB, if it is addressed to Chief Fire Officer of CFB and sent to the address detailed on page 4.

16 Data Protection

- 16.1 Please refer to the Data Processor Agreement.

17 Freedom of Information

- 17.1 Please refer to the Data Processor Agreement.

18 Confidentiality

- 18.1 Please refer to the Data Processor Agreement.

19 Document Retention

- 19.1 Please refer to the Data Processor Agreement.

20 **Variation**

- 20.1 Either Party may at any time propose in writing a variation to this Agreement in accordance with this clause.
- 20.2 Either Party proposing a variation to this Agreement shall provide three (3) months' notice of the variation or such shorter period as may be agreed between the Parties.
- 20.3 No variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

21 **Third Party Rights**

- 21.1 A person who is not a Party to this Agreement shall not have any right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

22 Governing Law and Jurisdiction

22.1 This Agreement is subject to English law and the Parties hereby submit to the exclusive jurisdiction of the English courts.

This Agreement is entered into on the date set out above.

SIGNED on behalf of Cleveland Fire Brigade

by

in the presence of

SIGNED on behalf of North East Ambulance Service NHS Foundation Trust

by

in the presence of

SCHEDULE 1: OPERATIONS PROCEDURE

MOBILISING ARRANGEMENTS

- a. On receiving a 999 call for assistance from within the boundaries of the responding CFB, the immediate response by ambulance control will be to dispatch the nearest NEAS resource.
- b. When the call is identified as confirmed cardiac arrest, ambulance control will determine if assistance would be required from the nearest CFB co-responder unit.
- c. If the attendance of the CFB co-responder unit is deemed appropriate, ambulance control will immediately contact CFB control and relay the following information:
 - The address of the Incident, supported by any landmarks.
 - Co-responder required for. . .
 - Description of the medical emergency.
 - Weight of response from the ambulance service and where from.
 - Subsequent additional information, as it becomes available.
- d. CFB will then mobilise the co-responding unit utilising existing fire service protocols.
- e. The co-responders will respond to the fire station where CFB control will relay the information from section c above to them.
- f. The Co-responder unit should then proceed to the incident utilising blue lights and sirens only if they have Emergency Fire Appliance Driver status. If a driver does not have this status, then they will respond to incidents under non-emergency conditions and in accordance with applicable road traffic regulations. Once on scene, they must book 'in attendance' with ambulance control.
- g. An 'informative' message should be transmitted to ambulance control as soon as practicable.
- h. Information contained in the informative message should include:
 - Confirmation of the address.
 - Description of the situation.
- i. The senior fire service manager present will be in charge of the scene until the arrival of a NEAS resource. On arrival responsibility for the patient will be assumed by the NEAS resource.
- j. An ambulance unit will be dispatched to all incidents, and it is the responsibility of the attending ambulance crew to establish the condition of the patient.
- k. To ensure consistency and continuity of care a Standard Patient Report Form should be completed by fire service personnel and handed to ambulance personnel during the handover. If this is not possible at the time of the incident, the CFB manager present will retain the form in a secure place on station and inform NEAS for collection to be arranged.

- l. Ambulance control must be informed of any informative messages transmitted from the incident.
- m. The senior CFB officer at the scene will transmit a stop message to ambulance control when appropriate and will book available when no longer required at the scene.
- n. On return to station the senior fire service manager must:
 - Complete Incident Recording System (IRS) report.
 - Record the incident as a Special Service Call.
- o. If a CFB co-responder attends an incident that may require a welfare check, fire service control should be notified immediately.
- p. When a CFB resource is not available to respond for NEAS, the fire service control will inform NEAS control.
- q. CFB responders will only be sent to appropriate incidents within an agreed radius from their base fire station. The stations involved in the co-responding arrangement are set out in Schedule 5.

1. STANDARD OF RESPONSE

- a. All responses will be made using a risk base identification of the required resource level.
- b. In providing the Services CFB co-responders shall not provide or offer any medical services over and above the level of the training set out at Schedule 2.
- c. CFB shall aim to provide cover as per their individual availability and ensure this is communicated to NEAS. Further details are supplied in Schedule 5.
- d. If a CFB co-responder unit is unable to respond, due to other operational commitments, NEAS control room may be informed of this by CFB control.
- e. Any untoward incidents will be reported to NEAS in line with NEAS Policy.

2. COMMUNICATION

- a. NEAS control will contact CFB control via their standard communication method and CFB will activate the relevant CFR crew.

3. TRAINING

- a. All incidents are dealt with to an agreed standard with NEAS, as detailed in Schedule 2 and Personnel shall not exceed this standard.
- b. Any required changes to this standard will be submitted by NEAS to CFB.
- c. Health and Safety training and a risk assessment approach to incidents is at the core of the conduct of any service or incident.

4. PERSONNEL

- a. Only Personnel that have successfully passed the CFB agreed training course, covering the subjects identified in Schedule 2 and have received clearance from the Disclosure Barring Service will attend co-responder calls. All co-responders will attend training courses that are at least equal in content to that of the community responders. All co-responders must attend training in accordance with the agreed maintenance training programme. Training will include a demonstration of the correct use of the semi-automatic defibrillator and other selected ambulance procedures, as agreed by NEAS.
- b. Co-responders should be dressed in clothing agreed by CFB.

5. TRANSPORT

- a. CFB co-responder unit must, under no circumstances, transport a patient to hospital.

6. EQUIPMENT

- a. All equipment will be maintained in an operational condition. Standard annual test records will be maintained for the defibrillator, aspirator, and any other major items that may be carried by the CFB co-responders in the future. Such tests and associated records will be maintained by CFB and shared with NEAS upon request.
- b. NEAS will provide replacement consumables. Replacements should be obtained from the attending ambulance crew whenever possible. Alternatively, individual CFB stations should liaise with NEAS through the CRMT to obtain the necessary replacement supplies.
- c. When relieved from a co-responder incident and no further assistance is required, all equipment should be serviced and made ready for operational use.

7. SCENE REQUIREMENTS

- a. If entry to a building or access to a patient is refused, NEAS control room should be notified immediately. CFB co-responders should follow any further instructions given to them by NEAS communications centre.
- b. If the premises are secure and the CFB co-responders are unable to gain access, NEAS communications centre should be informed. If there is evidence that a patient requires immediate assistance and it is thought necessary to affect an entry, permission for this will be given by NEAS control room. The exterior should be checked for unlocked and accessible doors and windows before any damage is caused.
- c. Where a crime is suspected, disturbance of the scene should be kept to a minimum to preserve evidence; this should not reduce any effort of resuscitation. The condition of the scene on arrival should be noted, the CFB co-responders should inform the attending ambulance crew or police officers of their actions on arrival and any disturbances made whilst gaining access.

The safety of the co-responders is paramount, if there is any doubt regarding the safety of entering a property where a patient is located, the co-responder should inform NEAS control room and wait at a safe location for the ambulance crew and possibly the police to arrive.

- d. If the call is an obvious false alarm the decision to stand down the attending ambulance must be made by NEAS control room.
- e. If the call is found to be of a very minor nature, the decision to stand down must be made by the ambulance crew who shall attend the incident scene.

8. MEDIA

- a. Media coverage will be developed centrally between both organisations on a collaborative basis to the benefit of both organisations. Due to the nature of patient confidentiality, it is imperative that no information is passed to any outside organisation.

SCHEDULE 2: TRAINING

All development programmes and learning material relating to the co-responder Agreement will be jointly agreed with NEAS.

CFB will be responding to **cardiac arrest** calls only. CFB will provide NEAS with assurances that co-responders are compliant with annual refresher training in Basic Life Support (BLS) with use of an AED. Agreement is in place that this will meet the needs of attending such calls. It has also been agreed that CFB will provide assurances to NEAS that all Personnel Co-Responding will be trained, as a minimum, in BLS covering the sections detailed below:

- BLS, including non-invasive airway management, CPR and unconscious patient management.
- Use of an Automated External Defibrillator.
- Hand held suction equipment and management of a choking patient.
- Oxygen therapy.
- Activation procedure.
- Taking a patient history.
- Completion of Patient Report Forms.
- Incident reporting / Debriefing.
- Safe storage of equipment.
- Infection control.
- Handing over to an ambulance crew.

SCHEDULE 3: CONTACT LIST

CFB

Name	Title	Contact Number	E-mail
Simon Weastell	Senior Head of Operations/ CFB Contract Lead	07908 815374 01429 874013	sweastell@clevelandfire.gov.uk
	Head of Emergency Response	01429 872311	
	Retained Station Manager	01429 872311	

NEAS

Name	Title	Contact Number	E-mail
Operations contacts			
Andrea Raine	Locality Manager/ NEAS Contract Lead	07967 781392	Andrea.Raine@neas.nhs.uk
Shane Woodhouse	Head of Operations (South)	07890 619379	Shane.Woodhouse@neas.nhs.uk
24/7 cover	Control Clinician	0191 430 2469	
24/7 cover	Control Duty Manager	0191 430 2453 (to direct regarding media enquiries)	
24/7 cover	Operations On-Call Duty Officer	0300 030 4003	
Invoice contacts			
Beverley Smith	Volunteer Development Manager	07817 812501	Beverley.Smith@neas.nhs.uk
Ronnie Allaway	Volunteer Development Support Manager	07966 232259	Ronald.Allaway@neas.nhs.uk
Ian Davies	Volunteer Development Support Officer	07970 669456	Ian.Davies@neas.nhs.uk
Andrew (Sam) Samuel	Volunteer Development Support Officer	07971623612	Andrew.Samuel@neas.nhs.uk

SCHEDULE 5: RESPONDING STATIONS

1. Guisborough
2. Loftus
3. Saltburn
4. Skelton

Cleveland Fire Brigade (CFB) DBS declaration form

I, the undersigned, hereby declare to that the information supplied North East Ambulance Service (NEAS) in relation to my DBS current status is accurate and has not changed since the DBS Check was returned.

Any changes which occur, including: criminal investigations or given sanctions, sentences or cautions/reprimands must be reported to CFB who will in turn notify NEAS.

I understand that this information will be cross checked against the information supplied to NEAS by CFB for assurance purposes and will be dealt with in accordance with NHS employment check standards relating to criminal record checks. In accordance with data protection law and the DBS code of practice NEAS will hold a copy of this form in a secure location with access strictly controlled and limited to individuals who need to use this information in the course of their normal duties.

Full Name:

DBS Certificate number:

DBS Issue date:

Result:

Signed:

Date:

Enhanced DBS Checks (Including both barred lists)

People working on behalf of NEAS will only be accepted if they satisfy the NHS employment check standard in relation to criminal record checks <https://www.nhsemployers.org/publications/criminal-record-checks-standard>

Owing to the nature of the Trusts' business, NEAS is classed as a regulated activity therefore people working on behalf of NEAS will be subject to an Enhanced DBS check, (including both barred lists).

Mandatory Rejection reasons (DBS)

Relevant offences are those which will result in a decision to bar an individual from working in regulated activity. An up-to-date list is available from the gov.uk website information can also be obtained from:

Nacro – Tel: 0300 123 1999, or email: helpline@nacro.org.uk

Unlock – Tel: 01634 247350, email advice@unlock.org.uk

People working on behalf of NEAS convicted of a relevant offence cannot work in regulated activity – working on behalf of NEAS would be classed as a regulated activity.

There are also some convictions (listed below) which will always be a mandatory rejection for the Trust and that will be a bar to appointment or continuing to volunteer. They are offences:

- which result in a custodial sentence (including suspended or deferred sentences)
- where vulnerable people are targeted
- motivated by hate or discrimination
- of a sexual nature including child pornography
- involving supply of illegal drugs
- involving Class A drugs
- involving serious violence
- which are serious in relation to driving and/or under the influence of drink/drugs (for driving roles)

If you have any offence that is classed as a “relevant offence” or is covered by the list above, you will not be allowed to represent NEAS

ANNEX 3: NEAS 07 Form

NEAS07



NEAS07 Incident Report Form

(Please PRINT in black ink)

No Harm	Low Harm	Moderate	Severe	Death	Harm NOT Related to NEAS	Near Miss
Date of Incident	Time of Incident	Date Reported	Time Reported			
Person Completing Form	Job Title	Base Location				
Vehicle Registration	Call Sign	Case Number	Equipment ID			
Exact Location/Scene of Incident						
Injured/Involved Party (Staff / Patient)			Injured/Involved Party 2 (Staff / Patient)			
Full Name D.O.B If Staff ESR No. Address Sex M/F			Full Name D.O.B If Staff ESR No. Address Sex M/F			
Telephone Number			Telephone Number			
Other Staff / Patient / Witness			Other Staff / Patient / Witness			
Full Name D.O.B If Staff ESR No. Address Sex M/F			Full Name D.O.B If Staff ESR No. Address Sex M/F			
Telephone Number			Telephone Number			
Briefly Describe the Circumstances of the Incident						
Initial Action Taken to Prevent a Possible Re-Occurrence						
Precise Nature of Injuries and/or Damage						

Email risk.admin@neas.nhs.uk

We will acknowledge receipt of incident form within 5 working days.