

## TRUST BOARD

**Meeting Date:** 2<sup>nd</sup> June 2020

**Title:** Supporting Papers  
Available electronically on the website at  
<https://www.hct.nhs.uk/about-us/our-board/meeting-papers/>

**Executive Lead:** Various  
**Author(s):** Various  
**For:** Noting

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The Board is requested to note the following supporting papers which are for information only and which are referenced in Chief Executives' Reports.

Lead	Agenda Link	Title & Category	Attachment
<b>Strategy &amp; Resources and Engagement</b>			
LS	B4	PPE Risk assessment from Gold Command	(J1)
LS	B4	Board Escalation for Emergency Decision	(J2)
<b>Strategy &amp; Resources and Engagement</b>			
CH	C1	Memorandum of Understanding for mutual aid for the East of England	(J3)
CH	C1	Memorandum of Understanding for staff deployment to the Nightingale Hospital	(J4)
CH	C1	Memorandum of Understanding Hertfordshire and West Essex Sustainability and Transformation Partnership (STP)	(J5)

## **Risk Assessment regarding eye protection as part of PPE requirements for clinical staff during COVID19**

### **1. EXECUTIVE SUMMARY**

- 1.1 This report provides the Board with an update on the risk assessment in regards to eye protection as part of PPE requirements for clinical staff.
- 1.2 A previous risk assessment was undertaken 1<sup>st</sup> April 2020 where we increased the use of PPE to state all patients were to be treated as suspected or confirmed COVID19. This covered:-  
For patients with suspected or confirmed Covid-19:
- Fluid repellent facemask/surgical facemask
  - Apron
  - Gloves
  - Eye protection if there is a risk of splashing or exposure to respiratory droplets
- Delivering or assisting with an aerosol generating procedures (AGPs)PPE:
- FFP3 respirator
  - Long sleeved disposable gown
  - Gloves
  - Eye protection.
- 1.3 This guidance has not changed in the general PPE required and follows national guidance from PHE. Regular updates (latest 27 April 2020) have been considered and one further suggestion we have made to staff has been:-

#### **Urgent PPE update – care of patients with cough**

In response to concerns from our clinical teams regarding the care of patients who have a cough, we have agreed the following based on advice from our Infection Prevention and Control team:

- When a staff member is in close contact with a patient who has confirmed or suspected Covid-19, they can request that the patient wears a surgical face mask during the period of close contact.
  - Some patients may require assistance with fitting and removing a mask.
  - Please ensure you are wearing the appropriate PPE (surgical face mask, apron, gloves and either goggles or visor) before you help the patient to fit or remove their own mask.
  - Dispose of the patient's mask along with your own PPE after the period of contact in the appropriate way for the clinical setting you are working in.
  - Please ensure you practice correct hand hygiene after the period of contact, including lower arms if necessary as per bare below elbows guidance.
- 1.4 CAS alert CEM/CMO/2020/021 was received 9 May 2020 which has required HCT to review the eye protection supplied to our clinical staff as part of PPE. Until 9 May 2020, the only eye protection supplied via the NHS Supply Chain push delivery has been 'Tiger Eye Protector

Product'. We have sourced other eye protection (goggles from school laboratories and full face visors made by local schools or businesses) and we have now received single/sessional use full face visors from the push delivery on 10 May 2020. The CAS alert of 9 May 2020 has confirmed that:-

'BSI at the request of the Health and Safety Executive (HSE) have carried out a test on Tiger Eye protective goggles and frames that originated from the Pandemic Influenza Preparedness Programme (PIPP) Stock purchased in 2009.

The test has shown the product does not meet the current requirement for splash protection required in BSN 166 (including certain testing requirements documented in BSN 168). As a result, this product should not be used in a Covid-19 setting, and we are removing it from the supply chain.'

- 1.5 Following this alert, immediate action was taken to
  1. Advise all services of the CAS Alert and that these products are not suitable for use with Covid-19 positive patients and should not be used for AGPs with immediate effect
  2. Initiate a stock take of all forms of eye protection within the Trust to ascertain whether there was an issue of insufficient stock of alternative eye protection.
- 1.6 Further review was undertaken with IPC team on 11 May 2020 and agreed the content of this risk assessment to remove 'Tiger Eye Protector Product' from use within HCT.

## **2. RECOMMENDATIONS**

- 2.1 Board members are asked to note the contents of this report.

## **3. Risk assessment by HCT in relation to the use of PPE**

HCT has and continues to follow national PHE guidance. In line with the CAS alert, HCT have recalled all Tiger Eye protective goggles and frames and communicated out to staff that these are not to be used.

### **3.1 Developing factors impacting on the Risk**

CAS alert received 9 May 2020 which has required HCT to review the eye protection supplied to our clinical staff as part of PPE. Until 9 May 2020, the only eye protection supplied via the NHS Supply Chain push delivery had been 'Tiger Eye Protector Product'. We have sourced other eye protection (goggles from school laboratories and full face visors made by local schools or businesses) and have since received single/sessional use full face visors from the Supply Chain 'push' delivery .

### 3.2 The critical factors in reviewing HCT's approach were:

- The CAS alert has shown the 'Tiger Eye Protector Product' does not meet the current requirement for splash protection required in BSN 166 (including certain testing requirements documented in BSN 168).
- PHE guidance states eye protection should be worn if there is a risk of splashing or exposure to respiratory droplets or for aerosol generating procedure (AGPs).
- Other goggles sourced via schools would have been used within laboratories and therefore considered to be suitable for use when there is a risk of splashing or exposure to respiratory droplets.
- Each full face visor supplied via Schools or companies have been reviewed by IPC team for suitability.
- While performing aerosol generating procedures (AGPs), a full-face shield or visor is recommended (as per updated PHE guidance).

### The Trust has therefore determined that the following approach should be implemented immediately from 11 May 2020:-

All patients to be considered as suspected or confirmed COVID19:

- Fluid repellent facemask/surgical facemask
- Apron
- Gloves
- Eye protection if there is a risk of splashing or exposure to respiratory droplets

PPE to be used delivering or assisting with an aerosol generating procedures (AGPs):

- FFP3 respirator
- Long sleeved disposable gown
- Gloves
- Eye protection (full-face shield or visor).

Risk assessment undertaken on 11 May 2020

**END OF REPORT**

## TRUST BOARD

<b>Title:</b>	<b>BOARD APPROACH TO MAKING 'EMERGENCY' DECISIONS</b>
<b>Meeting Date:</b>	<b>2<sup>nd</sup> June 2020</b>
<b>Exec Lead:</b>	<b>Clare Hawkins, Chief Executive Officer</b>
<b>Author(s):</b>	<b>Jackie Davenport, Assistant Director of Governance &amp; Business Support</b>
<b>For:</b>	<b>NOTING AND APPROVAL</b>
<b>Risk Rating:</b>	<b>Not applicable</b>

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### 1 PURPOSE & RECOMMENDATIONS

- 1.1 To set out the Board approach to making 'emergency' decisions in light of the need to focus the efforts of the organisation on responding to the COVID-19 incident.
- 1.2 To ask the Board to approve the proposed process of 'emergency' decision making.
- 1.3 It is recommended to the Board that outside of scheduled Board meetings, from now until the end of the COVID-19 incident:
  - (1) Telephone notification of issues should be made by an Executive Director to the Chief Executive (or in her absence the allocated Deputy) in the first instance and supplemented by a further email notification. The Chief Executive will make a recommendation on behalf of the Executive to the Chair (or in her absence the Deputy Chair)
  - (2) The Chair and Chief Executive will decide whether it is appropriate to take Chair's Action or whether an emergency Board teleconference should be convened. The requirement for an emergency Board teleconference will be communicated to members of the Board via the Office of the Board.
  - (3) If deemed necessary, the Office of the Board will schedule an 'emergency' teleconference within a maximum of 24 hours, taking care to ensure that there are sufficient Board members available for the call to be quorate.
  - (4) In addition, the Board Issue Escalation Report (attached) will continue to be used by the CEO and Executive Directors to bring urgent matters for information to the attention of the Board.

### 2 RELEVANT STRATEGIC OBJECTIVE(S) / STRATEGIES

- 2.1 This report links to the following Trust Strategic Objectives:

1. Outstanding quality and performance
2. Joined-up local care
3. Great place to work

### **3 RISKS AND MITIGATION PLANS**

- 3.1 A risk has been captured on the High Level Risk Register in relation to COVID-19. The approach to ongoing risk management in relation to this incident has been discussed by the Executive Team on 18 March: a Risk Log is being established for the incident to ensure that risks are appropriately managed for the duration of the incident.

#### **Author(s) of paper:**

**Name:** Jackie Davenport

**Designation:** Assistant Director of Governance and Business Support

**Date:** 2<sup>nd</sup> April 2020

## BOARD ISSUE ESCALATION REPORT

### CONFIDENTIAL / NON CONFIDENTIAL

*(Delete as appropriate)*

This Report form is to be used by the CEO and Executive Directors only for bringing urgent matters to the attention of the Board which may have arisen between Board meetings.

Completion and circulation of the Report supplements but does not replace telephone / verbal notification of issues where appropriate.

The completed form should be circulated by email to (i) **all** Board members **and** (ii) the Company Secretary **and** (iii) The Communications Team ([communications@hct.nhs.uk](mailto:communications@hct.nhs.uk)) within a maximum of 24 hours of the circumstances requiring reporting arising or coming into the knowledge of the CEO or an Executive Director.

Follow-up should be by way of an update escalation report using this same form template or verbal / written update in Part 1 or Part 2 (as appropriate) at the next Board meeting. (And/or consideration by the relevant Board Committee).

Matters requiring reporting are attached as an Appendix.

<b>Date:</b>	
<b>Title of Issue:</b>	
<b>Category (ies) (See Appendix):</b>	
<b>Report From: (Name &amp; Title)</b>	
<b>Date of Report :</b>	
<b>First Report / Update Report:</b>	
<b>Dates of Circulation of Previous Reports:</b>	

**For:** *(delete as appropriate)*

Board Information Only  
 CEO / Executive Action  
 Emergency Action by the Chair and CEO under standing order 5.2  
 Referral to Committee  
 Consideration at next meeting of the Board

**Brief Description of Issue**  
*(Including relevant dates, impacts, resource and reputational implications)*

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<b>Description of Action(s) Required / Being Taken</b> <i>(Including lead(s) and timescales as relevant):</i>
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<b>Additional Comments / Observations</b>
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**Risk Identification / Recording:**

Consideration should be given to risks identified, arising or materialising in relation to the matter reported on this form and these should be reported through the separate Trust Risk Escalation Procedure, with this report referenced as a source of assurance (positive or negative).

**Appendix: Categories of Matters requiring reporting to the Board**

**(A) Emergency Action**

- (1) Any action which has been taken urgently and as an emergency measure by the CEO or Executive Team which relates to any of the following categories and which has not previously been reported or referred to the Trust Board or a Committee of the Board.
- (2) Any existing or known forthcoming major incident, emergency, or business continuity action impacting upon the Trust or involving the deployment of Trust resources.
- (3) Any matter taken as emergency action by the CEO and Chair under Standing Order 5.2 and following consultation with at least two Non-Executive Directors.

**(B) Serious Incidents**

- (4) Serious incidents (i) resulting in death or serious injury to (a) any person in the Trust's care or on Trust premises or (b) Trust staff whilst engaged in Trust duties or (ii) which are "never events" as defined in the Trust's Serious Incident Policy.
- (5) Infection outbreaks.

**(C) Regulatory // Enforcement Actions or Requirements**

- (6) Any matter which has been reported to a regulatory body or where immediate action or penalty/conditions have, or may be imposed by a regulatory body (eg CQC, HSE, ICO, GMC, NMC, HCPC).

**(D) Performance / Contracts / Impact on Resources**

- (7) Any sudden, unforeseen and significant decline in performance / financial position which impacts on the Trust's Governance Risk Rating or Financial Risk Rating.
- (8) Any matter which impacts significantly on the Trust's ability to deliver on its strategic objectives and which may have adverse consequences in the immediate future.
- (9) Any delays to implementation of action whereby not meeting a previously reported timescale may have significant adverse consequences.
- (10) Any notice of termination of a contract (by or to) the Trust where the contract has an annual value of £1m +

**(E) Loss / Damage / Judicial Matters**

- (11) Significant loss or damage relating to Trust estate or property by any cause.
- (12) Any suspected serious crime reported by the Trust or any other person to the police or other investigative body, and which impacts or may impact on the Trust by way of supporting investigations being required or the Trust taking actions to ensure the safety, wellbeing or security of patients, staff, premises or property . (Unless at the absolute discretion of the lead executive director, reporting at this stage may prejudice investigations).

- (13) Any forthcoming prosecution, trial or tribunal or their outcome, which may or has resulted in: (i) cost penalty to the Trust in excess of £100k or (ii) a sentence of imprisonment of 6 months or longer given to a member of Trust staff (or contractor) or former member of staff/contractor and where the crime committed relates either directly or indirectly to their employment/contract with the Trust.

**(F) Reputational Matters (Negative or Positive)**

- (14) Any matter that is likely to result in significant reputational harm through (i) national or local media interest or (ii) adverse/critical comments by any authority or stakeholder which have been, or which may be, placed in the public domain. (eg coroner, member of parliament, inquiry report, etc.)
- (15) Any “good news” stories or Trust/ staff successes which merit being drawn to the Board’s attention.

**(G) Policy Changes / National or Local Issues with Impact on the Trust**

- (16) Any changes in government policy, stakeholder policy, the law, etc. which may have an immediate impact on the Trust.

**(H) General**

- (17) Any matter not otherwise specified which in the opinion of the CEO (or any Executive Director in the absence of the CEO) is considered desirable to bring to the attention of the Board as a matter of urgency.

## Memorandum of Understanding Addendum for the Special Provision of Mutual Aid Between NHS Organisations of the East of England Region During the 2020 Covid-19 Pandemic

1. Executive Summary - The Memorandum of Understanding in Principle
2. Making and Responding to Mutual Aid Requests between different STP Areas
3. Making and Responding to Mutual Aid Requests within the same STP Area
4. Order of Mutual Request Escalation

### 1. Executive Summary – This Memorandum of Understanding in Principle

We, representing the Boards of all the Trusts, CCG's, STPs and all other NHS Organisations in the East of England Region agree, in principle, to provide mutual aid in the form of staff, equipment or supplies upon request across the system as we are able during the current 2020 Covid-19 Pandemic.

We trust that where existing Memoranda of Understandings exist between organisations of the STP they provide similar assurances in following areas:

- Data Protection/ Confidentiality / Information Governance
- Pre-employment Checks
- Clinical Governance
- Termination of employment.

Where requesting and providing aid within the same STP area, we will follow the mutual aid agreements already in place between organisations within the STP's with the exception that, during the Covid-19 Pandemic, we will not charge for this provision in line with the Financial guidance to organisations supporting Covid-19. Additional indemnity cover for those transferring across the system in response to the Covid-19 Pandemic will be provided under the Coronavirus Act 2020.

Where requesting and providing aid between organisations of different STP's we will follow the guidance detailed in this document; intended as an addendum to our existing memoranda of understanding, as detailed in Section 2 below.

We agree to prioritise requesting and providing mutual aid within the East of England, notwithstanding any bilateral cross-border agreements we already have in place.

Signed for and on behalf of: (Insert Organisation name)

Signed 

Name Clare Hawkins.....

Position Chief Executive.....

Date 21<sup>st</sup> April 2020.....

## 2. Making and Responding to Mutual Aid Requests between different STP Areas

If it is necessary to make a mutual aid request regionally, e.g. between two different STP areas, where each STP area has a different agreement in respect of how mutual aid provision is usually operated then this should be done in the following manner.

If one STP area has an agreement for the provision of mutual aid already in place, and the other STP area does not (or the agreement does not cover the type of organisation making or responding to the request) then the one agreement that does exist should be used as the template (subject to the Covid-19 specific exceptions detailed in section 2 below).

This guideline acts as an addendum to any existing agreement and therefore does not in any way override those existing agreements that have been made for mutual aid purposes within each STP area. Organisations making requests within their own STP areas simply should follow those existing agreements.

However, specifically during the 2020 Covid-19 Pandemic, the following additions are necessary and are consistent with current policy:

1. In the interests of expediency, where STP agreements require honorary contracts for staff being redeployed between organisations this requirement may be waived, provided that the sending organisation warrants in writing that the staff members are properly registered, qualified, fully trained, DBS and health cleared, and that they declare any ongoing restrictions or fitness to practice investigations through the mutual aid process
2. Organisations should not charge each other for the provision of mutual aid (staff, equipment or supplies) during the pandemic.<sup>i</sup>
3. Staff who are seconded by NHS employers who are members of NHS Resolution's CNST and LTPS indemnity schemes will remain covered by their employer's membership of those schemes. If the employer is not a member of the schemes, but the receiving organisation is, then the receiving organisation can agree that the employee should be covered by its CNST and LTPS indemnities.
4. Organisations should ensure that appropriate training and support is in place to care for the health and wellbeing of each staff member working in response to requests made<sup>ii</sup>. Each staff members' line manager whilst deployed should be fully equipped to sign post staff to the appropriate Health and wellbeing support as the need arises. A named member of staff should be assigned to ensure the health and wellbeing needs of the redeployed member of staff are met e.g., this might be a member of the recruitment team of the organisation being deployed to.

If both STP areas already have a mutual aid agreement in place but these agreements are materially different even after the Covid-19 specific exceptions (as detailed in section 2) above are considered, the agreement of the organisation providing the aid is used.

If neither STP area already have a mutual aid agreement in place (or there are none that cover the types of organisation making and responding to the request) then the guidelines laid out in this document should be followed, with any specific arrangements between the two organisations being decided on a best fit to the given circumstances.

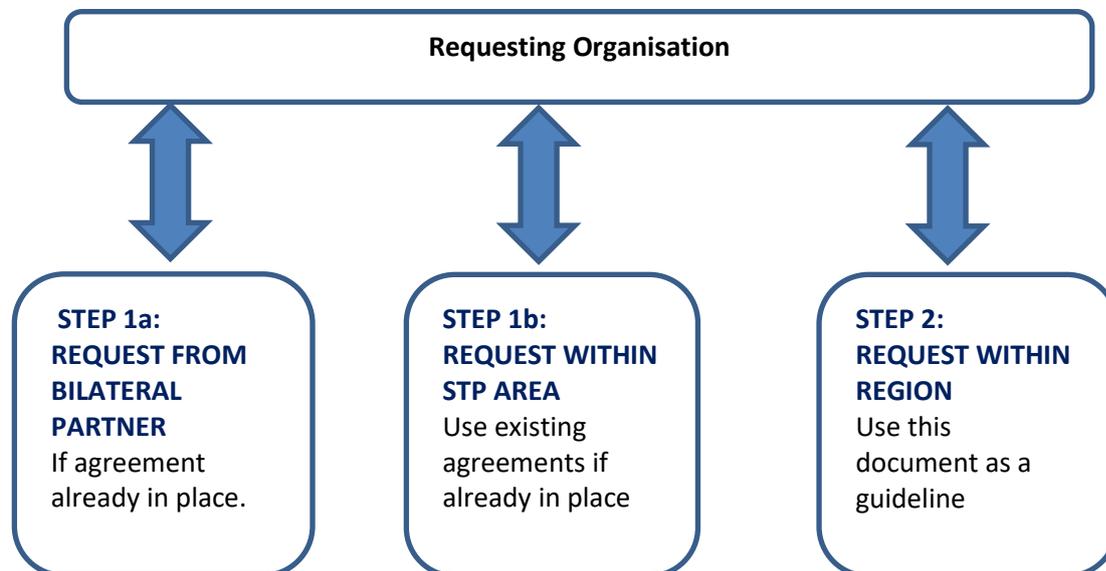
### 3. Making and Responding to Mutual Aid Requests within the same STP Area

This guideline acts as an addendum to any existing agreement and therefore does not in any way override those existing agreements that have been made for mutual aid purposes within each STP area. Organisations making requests within their own STP areas simply should follow those existing agreements.

However, specifically during the 2020 Covid-19 Pandemic, the four additional areas in the previous section would apply on top of pre-existing agreements:

### 4. Order of Mutual Aid Request Escalation

Organisations should escalate mutual aid requests as detailed below:



Organisations should make mutual aid requests for staff, supplies or equipment, in the first instance, either to their bilateral partners (if they have agreements already in place) or within their own STP's (Step 1a/b), using any agreement that they already have in place within the STP's.

Organisations with bilateral partners that are out of region (e.g. organisations on the region's borders) may continue to make requests of those partners before making STP or Regional requests, as best they see fit.

If no aid is available within an STP then organisations should escalate their requests to the region as a whole, by contacting either the appropriate regional network, or as many organisations within the region as they see fit.

## Glossary of Terms

Mutual Aid	Assistance in the form of (any of) staff redeployed from one organisation to another, supplies or the loan of equipment
Organisation	Any organisation (e.g. Trust, CCG, GP Practice, Dental Practice, Urgent Care Centre etc.)
Region	The NHS East of England Region unless otherwise stated
Requesting\Receiving Organisation	The organisation asking for or receiving the aid
Sending\Providing Organisation	The organisation offering or providing the aid
Staff	In this case refers exclusively to NHS employees

<sup>i</sup> Important and Urgent – Next Steps on NHS Response to Covid-19 ( NHSE letter to chief Executives 17<sup>th</sup> March 2020 - CEM/CMO/2020/013)



CEM\_CMO\_2020\_01  
3 Indemnity.pdf

<sup>ii</sup> Covid -19: Deploying Our Staff Safely – 001559 4<sup>th</sup> April 2020



C0143\_COVID-19\_D  
eploying\_our\_people.

**MEMORANDUM OF UNDERSTANDING****RE COLLABORATING TO PROVIDE STAFF FOR THE NIGHTINGALE HOSPITAL,  
LONDON, IN RESPECT OF COVID-19****BETWEEN:**

Barts Health NHS Trust ("**Barts**") and the East of England trusts who are signatories to the MOUs attached to this letter and to the Addendum to those MOUs also attached (together the "**East of England MOUs**" and the "**East of England Trusts**"), collectively the "**NHS Bodies**".

**INTRODUCTION:**

- A. This Memorandum of Understanding (the "**MOU**") sets out the intention of the NHS Bodies to work together to address staff issues arising from the establishment of the Nightingale Hospital at the Excel Centre, London ("the **Nightingale Hospital**") to deal with COVID-19 and for the duration that remains a 'level 4' NHS emergency incident.
- B. This MOU relates to members of staff who are substantively employed by one of the East of England Trusts but are provided to Barts in accordance with the terms of the East of England MOUs to enable Barts to staff the Nightingale Hospital appropriately.
- C. The terms below set out the basis on which such arrangements take place. This MOU does not impact upon or supersede any other arrangements that may already exist and be in place between any of the NHS Bodies or between the NHS Bodies and any other bodies relating to the sharing of staff.
- D. Although it is recognised that this MOU is not intended to be legally enforceable, the NHS bodies agree to provide each other with reasonable cooperation and assistance when operating the provisions of this MOU.

**THE NHS BODIES AGREE AS FOLLOWS:**

- 1. Barts shall be deemed to be a party to the East of England MOUs for the sole purpose of enabling the East of England Trusts to supply staff to Barts to enable Barts to meet its obligations to staff the Nightingale Hospital appropriately. Staff shall be supplied on the same terms as set out in the East of England MOUs and references to mutual aid within East of England shall be taken for the purposes of this MOU only to include Barts.
- 2. Barts agrees to abide by the duties and obligations of a host or a requesting or receiving organisation, as variously defined in the East of England MOUs. These

duties and obligations shall include but not be limited to the duties of confidentiality and under the data protection legislation, and the indemnity arrangements. For the avoidance of doubt, Barts shall not be required to supply any staff to any of the East of England Trusts under this MOU and shall not be bound by those duties and obligations of a sending or providing organisation, as variously defined in the East of England MOUs.

3. The definition of Region in the East of England MOUs shall be deemed to also include Greater London for the purposes only of this MOU.
4. This MOU shall last for the duration that the COVID-19 pandemic remains a 'level 4' NHS emergency incident unless terminated earlier on a date agreed in writing by all parties. Following termination of this MOU, Barts shall no longer be treated as a party to the East of England MOUs. However, Barts and the East of England Trusts individually and collectively will continue to be bound by any duties and obligations owed to the other arising out of Barts having been a party to the East of England MOUs.
5. The NHS Bodies shall cooperate with each other in addressing any requests under this MOU and in providing information to each other in order to ensure its effective operation.
6. Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between Barts and the East of England Trusts or shall be deemed to constitute any NHS Body as the agent of the others or allow any NHS Body to hold itself out as acting on behalf of any of the others.
7. This MOU constitutes the whole agreement between Barts and the East of England Trusts relating to the subject matter of this MOU and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this MOU.
8. The provisions of this MOU may be varied only by agreement in writing and signed on behalf of all the NHS Bodies.

SIGNED for and on behalf of **BARTS HEALTH NHS TRUST**

Signed .....

Name .....

Position .....

Date .....

SIGNED for and on behalf of **[insert name] TRUST**

Signed 

Name Clare Hawkins.....

Position Chief Executive.....

Date 21<sup>st</sup> April 2020.....

SIGNED for and on behalf of **[insert name] TRUST**

Signed .....

Name .....

Position .....

Date .....

**[Add further signature sections as required]**

**APPENDIX 1**

**MOUs BETWEEN THE EAST OF ENGLAND TRUSTS AND ADDENDUM TO MOUs**

**Memorandum of Understanding in Principle and Proposed Procedures  
for the Provision of Mutual Aid between Trusts/ CCGs and Organisations in the Hertfordshire and  
West Essex STP**

**Contents**

1. Executive Summary – The Memorandum of Understanding in Principle
2. Procedure for request and provision of mutual aid
3. Arrangements for pass-porting of individual staff between Trusts
4. Arrangements for the sending of equipment or supplies between Trusts
5. Arrangements for the finance of mutual aid
6. Other Considerations
7. Glossary of Terms

**1. Executive Summary – The Memorandum of Understanding in Principle**

We, representing the Boards of Directors of all the NHS Trusts and CCGs in the Hertfordshire and West Essex STP, agree in principle to provide mutual aid in the form of staff temporarily deployed, equipment and/or supplies to any other Trust or other NHS entity who requires such aid, provided that it is possible and practicable for us to do so.

Requests for mutual aid shall be made and responded to by our Chief Operating Officers. Such requests will give the reason that the aid is being sought, the nature of the aid required, and for how long it is envisaged to be needed. Requests may be copied to the relevant CCG's where required.

Once accepted, sending and receiving of staff, equipment or supplies shall be coordinated within the Trusts by their Emergency Planning departments, with help from other departments as necessary.

Any staff deployed to other Trusts shall remain the staff of the Trust/ CCG that sent them, who shall continue to pay them, including for any additional expenses incurred in that deployment. They shall remain under the final authority of their employing Trusts although they shall be subject to the legitimate instructions of the Trust to which they have been deployed. The Trust / CCG sending the staff shall warrant to the Trust receiving them that they are fit for work and have passed all employment checks and are up to date with their training and competence. The Trust receiving the staff shall ensure that the staff are safe in this deployment by providing (e.g.) local induction and any training or supervision on equipment or procedures that are different between the two Trusts.

Equipment or supplies shall be lent as necessary, with the Sending Trust warranting that they are properly functional and fit for the purpose that has been requested.

When the period of mutual aid is over, the Sending Trust shall invoice the Receiving Trust on a cost-only basis for all that was provided.

Trusts may not provide mutual aid in either staff or equipment if to do so would put them below legal minimum cover or endanger their own supplies.

Trusts may request and provide mutual aid beyond the STP border, but must do either within the STP first.

Name of Trust: Hertfordshire Community NHS Trust

Signed on behalf of the above Trust

*Clare Hawkins*

Date: 24<sup>th</sup> April 2020

## **2. Procedure for Request and Provision of Mutual Aid**

### **2.1 Requests for mutual aid**

Should it become apparent that a Trust requires aid then the request shall be made by (or in the name of) that Trust's Chief Operating Officer to the Chief Operating Officers of either (a) all the other Trusts in the STP or (b) just the Trusts that might be a position to provide aid of the type required.

In requesting such aid, the COO of the requesting Trust shall state clearly:

- 1) The reason for which the aid is being requested
- 2) What aid is required; if staff, then which type(s) and how many (how many should be rationale'd as full shifts at 1 whole time equivalent). If supplies or equipment, then what piece(s) or quantity.
- 3) The amount of time that the aid will be required for. Whilst it is accepted that this may not be immediately apparent (e.g. in the event of a major incident) a "best-estimate" methodology should be used.

The request for mutual aid shall also be cc'd to the Chief Operating Officers of all the CCG's involved (in the case of a request to the entire STP, all the CCG's in the STP should be contacted, in the case of there only being one CCG common to the requested Trust's area, then only that CCG should be contacted).

The request shall also be cc'd to each Trust's / CCG's Emergency Planning contact so that they may best advise the COO's accordingly as to what extent a request can be met.

### **2.2 Responses to requests**

The COO of each Trust in receipt of the request shall make their own decisions (in accordance with their own internal requirements and procedures) as to whether they can assist the requesting Trust and, if so, to what extent. Ideally such a decision should be made within 48 hours of receipt of the request.

The COO of each Trust in receipt of the request shall then write back to the COO of the requesting Trust stating either that they can or cannot assist that Trust. If they state that they can assist that Trust then they shall also state to what extent that they can do so (e.g. how many people for how long, how much equipment and so forth).

No Trust may agree to provide mutual aid in such a way that doing so would depopulate their own staffing levels to a point below any minimum legal standards or that would leave them dangerously low on supplies or equipment.

All responses shall also be cc'd to the relevant CCG's. In the event of over-supply available relative to the aid request then the Trust(s) able to help that are geographically nearest to the requesting Trust shall provide the aid. If this requires external coordination then the CCG of the requesting Trust shall provide this.

In the event that insufficient aid is available the requesting Trust may make a request beyond the STP per Section 6 of this document.

### **3. Arrangements for Passporting of Staff Between Trusts**

#### **3.1 General principle**

The general principle of passporting staff between Trusts in response to mutual aid requests is that the staff remain employees of the Sending Trust.

#### **3.2 How staff to be sent are identified**

The Sending Trust shall seek volunteers from its own workforce to meet the mutual aid request. If its own internal processes and contract arrangements allow this, then the Sending Trust may compel staff to deploy in order to meet the mutual aid request.

#### **3.3 How staff to be sent are cleared for deployment**

The Sending Trust, through its Emergency Planning Department shall then write to the Emergency Planning department of the Receiving Trust with the names, job titles and job roles of the staff to be sent. The Receiving Trust, provided that this offer matches their aid request, shall acknowledge and accept the offer. Following the offer being accepted the Sending Trust shall then write to the receiving Trust confirming that:

- a) According to their (the Sending Trust's) records, each staff member to be sent has up to date professional registration
- b) That each staff member to be sent has up to date Mandatory Training (according to the Sending Trust's rules)
- c) That each staff member to be sent has an up to date DBS
- d) That each staff member to be sent has primary qualifications on file
- e) That each staff member has the right to work in the UK.

This confirmation shall constitute a legal guarantee from the Sending Trust that the staff member in question is fit to work. The Receiving Trust may request any clarification as necessary (e.g. if the sent staff are to work with children, then the Receiving Trust may wish to clarify that the staff member has Safeguarding at Level 3).

#### **3.4 How staff are deployed to the Receiving Trust**

The Sending Trust shall instruct the staff to be deployed to the Receiving Trust, giving them the time, date and location of their first deployment there. Where it is known, the Sending Trust shall inform the staff of how long their deployment is envisaged to be.

From the point that the staff arrive at the Receiving Trust they become subject to the Receiving Trust's instructions, but they always remain employees of the Sending Trust.

The Receiving Trust shall ensure that staff they have received through mutual aid are safe to work at the Receiving Trust, providing them with a local induction covering all the safety aspects of their new work area (fire escapes, provision of drinking water, infection control protocols et cetera as necessary). If there are differences between the equipment used for common or specialist tasks between the two Trusts (e.g. ventilators) then the Receiving Trust shall ensure that their received staff are either (a) instructed in the use of this equipment or (b) always under supervision when using it.

### **3.5 Additional transport or accommodation requirements**

The Receiving Trust is responsible for ensuring that deployed staff can reasonably reach their deployment. If this is simply a matter of additional travel distance then the staff member shall expense the extra mileage/public transport tickets to the Sending Trust (to be paid under the Sending Trust's rules) and this will form part of the final invoice for service sent from the Sending Trust to the Receiving Trust per section 5 of this document. If the Receiving Trust charges its staff for parking then it may waive this charge for deployed staff, if it does not, then the staff members may claim the charge as an expense that the Sending Trust will recharge to the Receiving Trust.

In the event that a deployed staff member could not reasonably travel to the Receiving Trust (e.g. because the Receiving Trust cannot be easily reached by public transport from the staff member's home and the staff member has no private transport available) then either the Sending Trust shall not deploy that staff member or the Receiving Trust shall provide the appropriate transport or on-site accommodation; to be decided on a case by case basis between the two Trusts.

If the distance between Sending and Receiving Trusts is such that accommodation is required then either:

- a) The Receiving Trust shall provide this to the deployed staff members free of charge or;
- b) The staff members, under the rules and limits of the Sending Trust, shall arrange it themselves and file the bills as expenses, which the Sending Trust will recharge to the Receiving Trust.

### **3.6 Authority over sent staff**

Sent staff remain under the final authority of their line manager at the Sending Trust, however the managers and supervisors of the Receiving Trust shall be considered their supervisors for as long as they are deployed there, and therefore they are obliged to carry out all reasonable management instructions made by the Receiving Trust just as they would be if they were given at their own Trust.

In the event of disciplinary or capability issues arising with deployed staff then the Receiving Trust has the right to return the staff member to their Sending Trust without notice. They should inform both the line manager at the Sending Trust and the Emergency Planning Department there. The line manager shall instruct the staff member as to when to report back for duty at the Sending Trust. If possible the Sending Trust may send another staff member as a replacement, if not then the Receiving Trust may make a new mutual aid request. In the event that a disciplinary or capability investigation is necessary then this shall be carried out by the Sending Trust, with the officers of the Receiving Trust as witnesses as necessary.

In the event of a grievance being raised by a deployed staff member against the Receiving Trust then the Receiving Trust shall investigate that matter according to its usual procedures.

Deployed staff members remain subject to the rules of their Sending Trust for mandatory training in terms of what subjects are required and at what frequency. At the Receiving Trust's discretion deployed staff members may attend any training, mandatory or otherwise, at the Receiving Trust and this should also be accepted by the Sending Trust under the usual streamlining procedures.

### **3.7 Absence of deployed staff during deployment**

If a deployed staff member is sick then they shall inform both their line manager at their own Trust and their temporary supervisor at the Receiving Trust. If possible, the Sending Trust shall send another staff member to the receiving Trust to cover that shift. If not possible then the Receiving Trust may make a new mutual aid request.

In general, pre-planned annual leave is not affected by a staff member being deployed to provide mutual aid to another Trust. The Sending Trust will inform the Receiving Trust of any leave that is to take place and the Receiving Trust must honour this. If the Receiving Trust, due to crisis management or similar, wishes to cancel the annual leave of staff deployed to it under mutual aid then this must be negotiated with the Sending Trust and the individual staff member. In such circumstances any compensation due to the staff member shall be paid by Sending Trust under their rules and the amount shall be charged to the Receiving Trust as part of the Sending Trust's main invoice for the provision (per section 5 of this document).

Deployed staff members should not request to take new annual leave during their deployment; if this is unavoidable, then this must be negotiated on a case by case basis between the Sending and Receiving Trusts, both of whom must be informed by the staff member. The Sending Trust may, if able to do so, send another staff member to the Receiving Trust to cover the leave of the first.

All other types of absence should be notified to both the Sending and Receiving Trusts (as per sick leave above) and will be dealt with under the rules and allowances of the Sending Trust.

### **3.8 Termination of deployment**

The Receiving Trust may terminate any deployment giving reasonable notice (two working days or to the end of that working week, whichever the greater) at the point that it no longer needs the aid. To do this it should inform the Sending Trust and the staff member of the last shift on which the deployment of any given staff member shall be required. Thereafter the staff member returns to the Sending Trust with the staff member's usual line manager informing the staff member the time of their first shift back at their usual workplace. The Sending Trust must abide by the usual working time rules (and common sense) in this (e.g. may not schedule a staff member to start an early shift with them immediately after they have worked a night shift with the Receiving Trust).

As per 3.6 above, the Receiving Trust may terminate a staff member's deployment without notice should disciplinary or capability issues arise with the deployed staff member. Should this occur, then the Sending Trust shall still bill the Receiving Trust for that staff members' time until the end of the shift that was being worked (as the Sending Trust will still have to pay the staff member for that shift). As stated above any investigation shall be undertaken by the Sending Trust.

The Sending Trust may terminate the deployment and recall the Staff Member if they, the Sending Trust, find themselves in a situation where either they themselves now need mutual aid or if they are at risk of breaching minimum staffing levels. Ideally, they should give the Receiving Trust the same two days or to-the-end-of-the-week notice but may give as little notice as to the end of a worked shift if the need is desperate.

The staff member may not unilaterally terminate their deployment. If they are dissatisfied with any aspect of their deployment they must first take the matter up with their supervisor at the Receiving Trust, raising the matter to their line manager at the Sending Trust as necessary. Any decision to terminate the deployment for reasons of staff member dissatisfaction shall be made by agreement between the two Trusts on a case by case basis.

### **3.9 Deployment becoming secondment**

The Receiving Trust may offer a formal secondment to any deployed staff members in either of the following circumstances:

- 1) If the staff member has been deployed there for at least one calendar month and is expected to remain deployed there for at least a further six months.

- 2) If the staff member has been deployed there for at least one calendar month and is expected to remain deployed there for at least a further three months *and* the Receiving Trust wishes to deploy that staff member to duties commensurate with a higher band than the staff member's usual employment with the Sending Trust.

The staff member is not obliged to accept the offer of secondment.

In either of these circumstances, assuming that the offer is accepted, the usual methods of secondments shall apply and the staff member in question shall become an employee of the Receiving Trust according to that Trust's rules for secondments. The Sending Trust shall still invoice the Receiving Trust for the time and expenses of that staff member prior to the point of secondment per Section 5 of this document.

### **3.10 Indemnity Cover**

Save where alternative arrangements regarding liabilities and indemnities are agreed in writing between STP Partners which are expressly stated to override the provisions in this paragraph, the following shall apply.

The Receiving Trust/ Organisation will indemnify staff redeployed to them in the usual way for actions carried out in the course of their redeployed duties provided that:

- They speak to their fellow clinicians about any decision that they make (as they always would in normal circumstances anyway) and;
- They log any contentious decisions they make (according to the Receiving Trust's procedures) so that these decisions are known and visible in the future.

In the case of a redeployed staff member committing misconduct or breaching procedure to the point that this invites legal action against the Receiving Trust, then the liability between the Sending and Receiving Trusts will be decided on a case by case basis.

In all cases the appropriate CCG(s) must be informed of which staff are redeployed where at any given time.

### **3.11 Information governance and intellectual property**

Any patient confidential information that a deployed staff member learns during deployment remains confidential within the Receiving Trust and the staff member shall not disclose it back to the Sending Trust unless common law duty of confidentiality applies (e.g. because the same patient attends the Sending Trust).

Any corporate confidential information that a deployed staff member learns during deployment remains confidential within the Receiving Trust in all circumstances; the staff member shall not disclose it back to the Sending Trust.

Any intellectual property created by the staff member during deployment (e.g. protocols, policies, papers, research etcetera) is the joint property of both the Receiving and the Sending Trusts.

Any intellectual property of the Receiving Trust that the staff member needs to learn or make use of during deployment remains the intellectual property of the Receiving Trust.

Any intellectual property of the Sending Trust that the staff member believes would benefit the Receiving Trust during deployment may be used at the Receiving Trust (assuming that it is desired by the management there), but only with the permission of the Sending Trust.

#### **4. Arrangements for the Sending of Equipment and Supplies Between Trusts**

##### **4.1 How supplies or equipment requests are coordinated.**

The Emergency Planning Departments of the Sending Trusts shall coordinate, in conjunction with their Supplies departments, what if any equipment or supplies could be loaned. They shall then make an offer to the Receiving Trust, this offer being a legal guarantee that the supplies are in acceptable condition and meet the required specifications for the use(s) to which they shall be put.

##### **4.2 How supplies are delivered**

The Receiving Trust shall arrange collection of supplies or equipment in most circumstances and, in the case of equipment or non-consumable or un-used supplies, also arrange to return them to the Sending Trust when they are no longer needed.

By agreement between the Sending Trust and Receiving Trust, the Sending Trust may also deliver and collect supplies or equipment however the Sending Trust is entitled to make an at-cost charge for this.

##### **4.3 Use of supplies and equipment**

Once received the supplies and equipment may be treated as the property of the Receiving Trust and used in accordance with the Receiving Trust's policies and procedures until such time as they are no longer needed, at which point they should be returned.

In the event of equipment failure (that is not the fault of the Receiving Trust) then the matter shall be reported to the Sending Trust who shall arrange to have it fixed according to their usual methods for so doing; collecting it first if necessary (and replacing it if possible). In the event of equipment failure that is the fault of the Receiving Trust then the Receiving Trust shall either repair the equipment at their cost or (if it is unsalvageable) recompense the Sending Trust for the cost of a replacement.

#### **5. Arrangements for the Finance of Mutual Aid**

##### **5.1 How mutual aid is paid for**

The Receiving Trust pays for any mutual aid received at the cost price to the Sending Trust. This will be calculated after the end of the mutual aid period and then the Sending Trust shall invoice the Receiving Trust for the appropriate amount.

##### **5.2 How deployed staff are paid**

Deployed staff remain employees of the Sending Trust and are paid by the Sending Trust. In the event of the Receiving Trust being in a high cost area and the Sending Trust not being, then the Sending Trust shall pay the staff member the extra and invoice the extra amount to the Receiving Trust. In the event of the Sending Trust being a high cost area and the Receiving Trust not being then deployed staff will continue to receive the HCA payment, forming a part of the invoice between the two Trusts. Overtime, anti-social hours payments and on-call rates will remain the same as if the staff was at the Sending Trust; if the Receiving Trust uses any of these then the Sending Trust will pay the staff member and invoice the Receiving Trust afterwards.

**5.3 How deployed staff members' expenses are met**

Expenses are paid by the Sending Trust at the Sending Trust's rates. If this includes overnight accommodation or additional travel costs then this is paid according to the Sending Trust's rules. The staff member's supervisor at the Receiving Trust may be required by the Sending Trust to verify expenses (just as any supervisor would be) and then send that verification to the Sending Trust. The Sending Trust will invoice the receiving Trust for expenses at the end of the mutual aid period.

**5.4 How equipment and supplies are paid for**

A Sending Trust shall not charge a loan fee for equipment to the Receiving Trust provided that it is returned in the same condition as it was lent. Supplies shall be invoiced for at cost (e.g. the same amount that the Sending Trust paid for them in the first place).

**6 Other Considerations****6.1 Requests for mutual aid raised by NHS entities other than Trusts**

These should be sent to the appropriate CCG in the first instance who will make the request available to the COO's of all the Trusts.

**6.2 Requests for mutual aid made beyond the STP**

If a mutual aid request cannot be met within the STP then Trusts have the right to make such requests beyond the STP; they should inform their CCG that this is what they are doing. It should be noted that the provision of mutual aid in another STP or (in the case of Trusts on the regional border) another region may be different to as stated here, so the requesting Trust may have to abide by whatever rules are in force for the Sending Trust's STP or region (unless a separate contract is made just between the two Trusts in question).

**6.3 Providing mutual aid beyond the STP**

Trusts within the STP must prioritise requests from within the STP. However any Trust may provide mutual aid beyond the STP boundaries if in receipt of such a request and according to the rules stated here. The out-of-STP Trust must agree to abide by these rules in order to receive such aid from a Trust within this STP.

**7. Glossary of Terms**

Mutual Aid	-	Provision of aid in the form of staff, equipment or supplies from one Trust to another within the STP
Deployed or Sent Staff	-	Staff sent from the Sending Trust to the Receiving Trust to fulfil a mutual aid request
Requesting or Receiving Trust	-	The Trust requiring the mutual aid
Sending Trust	-	The Trust providing the mutual aid