



# The Association of Directors of Public Health

## Mutual Aid Guidance for Directors of Public Health

The Civil Contingencies Act 2004 places requirements on a range of people and organisations to plan together and to respond to a range of incidents that they identify as a risk to the community. These requirements may generate a need for mutual aid to be supplied between agencies to enable them to fulfil their responsibilities.

This document specifically focuses on support between Directors of Public Health (DsPH) and their Departments of Public Health. This may relate to such issues as:

- Backfill for routine activities to support the release of local staff to support an incident.
- Technical support that can be delivered remotely and without local knowledge e.g. analytical support.
- Specific requests for support during the recovery phase.
- Personal and professional support ranging from 'a listening ear' to mentoring by another DPH who has been through a similar incident.

It is expected that mutual aid will be provided free of charge depending on the nature of the request and/or services provided. This period will be the subject of discussions between the DsPH and relevant local managers prior to any aid being transferred.

It is anticipated that mutual aid will normally only be provided for short periods of time without any formal agreement being required. However, if there are sound reasons for a more detailed or formal agreement to support the provision of mutual aid, the content of such an agreement is set out in section 2.

This guidance does not replace any existing agency to agency arrangements currently in place (i.e. mutual aid agreements between local authorities etc) and is not intended to be a legally binding document on those agencies who endorse it for use.

### 1. The process for securing mutual aid

A formal request for aid shall be made by a DPH to another DPH. It is recommended that this should be made after the Chief Executive/Senior Management Team has been made aware that a request is going to be made. If the DPH is not sure which DPH to ask for aid or where the aid is likely to come from more than one team the request should be directed to the regional ADPH lead. If the request for aid is likely to require a response from more than one area the network chair will escalate this to the ADPH President.

Where possible, the request should be in writing and specify the resources being requested, the rationale for the request and the timescale over which the resources will be required. It is expected that the officers of the responding and requesting authorities will maintain regular contact throughout the period of mutual aid.

The DPH who receives a request for mutual aid shall inform their Chief Executive/Senior Management Team if necessary immediately and respond to the request within one working day.

The following considerations will need to be applied to the request before a formal response is provided:

- The reasonableness of the request.
- Whether the requested resources can be made available without putting at risk the responding agency's service delivery obligations or ability to respond to an emergency of its own.
- The duration for the requested resources to be made available to the receiving agency.
- The duration for which it would be reasonable for the requested resources to be made available without incurring a cost to the receiving agency.
- Specific arrangements for the support and supervision of staff (if this is the resource being sought).
- The timescale within which the mutual aid arrangements will be reviewed and revised and the people responsible for undertaking such reviews.

Following deliberations, the responding agency undertakes, so far as is reasonably practicable, to provide the resources that have been requested. If a request cannot be met the rationale for refusal will be shared with the requesting agency.

The Responding Agency will be responsible for:

- Supplying resources that are 'fit for purpose', which will include agreeing with the receiving agency any specific training and/or induction that may be required to support the redeployed staff.
- The normal employment arrangements for staff, as if these staff were still undertaking their normal duties in the responding agency.
- Securing arrangements for support and supervision of staff with the receiving agency.
- Making sure that regular contact is maintained with its employee(s) working for the requesting agency and that management issues are dealt with appropriately.

Mutual aid arrangements should not affect 'normal' employer/employee practice. The receiving agency should ensure that staff from the responding agency are appropriately indemnified and are aware of any specific requirements (e.g. client confidentiality).

If a formal agreement is required, either due to the duration of the mutual aid or the costs that are likely to be incurred, these will be set out in a document that is signed by the two agencies' Accountable Officers, and will be binding. Under these arrangements it is assumed that 'mutual aid' is no longer being provided but that a sub-contract is in place for designated services. The arrangements for making payments and the detailed break-down of costs that will be met will be set out in the formal agreement.

The partners covered by a formal agreement will maintain adequate indemnity insurance arrangements to cover mutual aid circumstances and any liabilities arising from the deployment of staff to other agencies or work areas.

## **2. Content of a mutual aid agreement**

The following areas should be considered in any formal agreement between responding and receiving agencies:

- The duration of mutual aid, including a specified start date and end date.
- The process for terminating arrangements (at the end date, or earlier, or extending the end date).
- The training that will be provided by the receiving agency to staff from the responding agency.
- Details of how excess mileage and miscellaneous expenses will be met.
- Details of costs to be met by the receiving agency and the process for making payments.
- Specific legal issues, if required.
- The records that will be kept by each agency relating to the effective discharge of the agreement.
- Details of review of the arrangements.
- Details of the officers authorised to oversee the agreement on behalf of both agencies.

It is expected that the formal agreement will be scrutinised by the respective legal teams prior to sign-off by the Chief Executive/Senior Management Team Officer of the Responding and Receiving Agencies.

## **3. Disputes and arbitration**

Any disputes between the responding and requesting agencies should be resolved through negotiations between the lead officers or Chief Executive/Senior Management Team Officer with a view to early resolution.

## Annex A: Mutual Aid Template

Serial.	
<b>1.</b>	<b>Initial Details</b>
1.1	Date.
1.2	Time.
1.3	Receiving Agency.
1.4	Name (printed) of officer making request.
1.5	Signed.
1.6	Responding Agency.
1.7	Name (printed) of officer receiving request.
1.8	Signed.
<b>2.</b>	<b>Resources and Processes</b>
2.1	Nature of Request.
2.2	Duration of mutual aid.
2.3	Start Date.
2.4	End Date.
2.5	Details of costs to be met by the Receiving Agency and the process for making payments.
2.6	Details of how miscellaneous expenses will be met.
2.7	Training provided by the Receiving Agency to staff from the Responding Agency.
2.8	Specific legal issues.
2.9	The records that will be kept by each Agency relating to the effective discharge of the Agreement.
2.10	Process for reviewing of the arrangements.
2.11	Process for terminating Request.
<b>3.</b>	<b>Officers Authorised to oversee the Agreement</b>
3.1	Name (printed).

3.2	Signed.	
3.3	Receiving Agency.	
3.4	Name (printed).	
3.5	Signed.	
3.6	Responding Agency.	
<b>4.</b>	<b>Legal Sign Off</b>	
4.1	Name (printed).	
4.2	Signed.	
4.3	Receiving Agency.	
4.4	Name (printed).	
4.5	Signed.	
4.6	Responding Agency.	
<b>5</b>	<b>Chief Executive /Senior Management Team Officer Sign Off</b>	
5.1	Name (printed).	
5.2	Signed.	
5.3	Chief Executive /Senior Management Team Officer.	
5.4	Receiving Agency.	
5.5	Date.	
5.6	Name (printed).	
5.7	Signed.	
5.8	Chief Executive /Senior Management Team Officer.	
5.9	Responding Agency.	
5.10	Date.	