

Operating Plan

**Made under the Australasian Arrangement for
Interstate Assistance
Fire and Emergency Services**

Commissioners and Chief Officers Strategic Committee

2019

Foreword:

The *Australasian Arrangement for Interstate Assistance* (AIA) has been developed by the AFAC National Resource Sharing Centre (AFAC NRSC), in consultation with the Commissioners and Chief Officers Strategic Committee (CCOSC). It supports the timely and meaningful exchange of fire and emergency management capability between Australian states and territories, and between Australia and New Zealand. The Commonwealth of Australia, through Emergency Management Australia (EMA) co-chairs CCOSC and is integral to this Arrangement.

The AIA is intended to be the primary arrangement for mutual assistance in Emergency Management Activities being conducted by Australian and New Zealand Participants. The AIA is not intended to replace existing bi-lateral agreements which provide for everyday response operations by agencies across borders in support of their immediate neighbours. It caters for those times when resource deployments over multiple days are requested for response to large scale events.

In developing the AIA, AFAC NRSC has had regard to previous interstate assistance arrangements developed by the Forest Fire Management Group and the Australian Council of State Emergency Services, and the Australasian Fire and Emergency Service Authorities Council Guide to resource sharing. The AIA is intended to replace those arrangements.

This Operating Plan is made under, but is not part of the AIA. It supports it by providing default terms on which Deployments under the AIA can take place. The Participants to a Deployment are free to modify the default terms in this Operating Plan by mutual agreement for any individual Deployment.

References

Australasian Arrangement for Interstate Assistance (Fire and Emergency Services) 2019

Issue and Version Control

This is the 2019 version of the Operating Plan.

Comments or suggestions on this document may be made to the AFAC NRSC, 340 Albert Street, East Melbourne 3002

Table of Contents

Section 1 – Preliminary.....	4
Purpose.....	4
Scope	4
Request for assistance.....	4
Response to Request for assistance	5
Section 3 – Pre-Deployment	6
Assistance to manage Deployment.....	6
Pre-Deployment Safety, Critical Incident Plans and Crosswalk	7
Shift length and fatigue management	7
Section 4 – Personnel	8
Suitability for Role	8
Briefing and debriefing.....	8
Accident involving Personnel	9
Conduct	9
Section 5 – Finance.....	9
Reimbursement.....	9
Equipment and supplies.....	10
Invoicing and Payment	11
Section 6 – Cancellation or Withdrawal.....	11
Cancellation of a Request for and withdrawal of Assistance.....	11
Section 7 – Insurance, Compensation and Indemnities.....	12
Insurance	12
Compensation claims	12
Indemnities.....	12
Section 8 – Other Matters.....	13
Dispute resolution	13
Variation	13
Legal relations	13
Survival	13
Glossary	14

Section 1 – Preliminary

Purpose

1. This Operating Plan is prepared under the *Australasian Arrangement for Interstate Assistance* dated [November] 2019 (AIA), with the purpose of establishing a default operating basis for provision of mutual assistance between Participants under the AIA.
2. The Operating Plan is endorsed by the Commissioners and Chief Officers Strategic Committee (CCOSC) and provides terms on which Deployments under the AIA take place unless agreed otherwise between the Participants.

Scope

3. This Operating Plan reflects the provision of the AIA that a request for resources made under the AIA will proceed on the terms of this Operating Plan unless otherwise agreed.
4. Throughout this document all references to Participant in the singular includes Participants in the plural where the context requires.

Request for assistance

5. Any request for resources or agreement as to reimbursement under this Operating Plan must be made with the authority of the relevant Commissioner, Chief Officer or equivalent of the relevant Participant.
6. Participants should notify the co-Chairs of CCOSC, and the AFAC National Resource Sharing Centre (AFAC NRSC) of any Deployment if:
 - a. a liaison officer is being provided by the Sending Participant to the Receiving Participant
 - b. the Deployment is likely to extend over multiple rotations
 - c. the Deployment is likely to attract political or media attention at state or national level
 - d. the Deployment has implications for national capacity, particularly should another event occur.
7. An initial request for assistance should be made in writing and substantially in the form set out in the Schedule to this Operating Plan and should provide the following information:
 - a. unique identifier for the request
 - b. identity of the Participant that will have operational control of the resources requested;
 - c. summary information about the fire and/or emergency incident and why a request for assistance is being made
 - d. resource request details including
 - i. roles requested
 - ii. personnel numbers for each role requested
 - iii. type and quantity of vehicles and other equipment requested
 - iv. tasks/objectives that Personnel will be assigned to, including whether required for immediate tactical deployment or as a strategic reserve

- v. fitness/medical requirements
 - vi. special risks/concerns
 - vii. notable environmental conditions Personnel may be required to operate within
 - e. proposals for cost recovery, specifying which of the following will be reimbursed by the Receiving Participant:
 - i. base wages of Personnel
 - ii. overtime and allowances paid to Personnel by reason of the Deployment
 - iii. in lieu of (i) and (ii) above, a pre-negotiated flat rate payment per person per day
 - f. confirmation of nature of other expenses incurred by the Sending Participant for the Deployment to be reimbursed
 - g. start date, end date and total length of Deployment
 - h. contact details for liaison purposes.
8. Where a second or subsequent request is made to a Participant to backfill or replace resources like for like, an abbreviated request may be made that incorporates any unchanged details of the initial request by reference; but the new request must have its own unique identifier.
9. If arrangements for cost recovery are specified in a request, they are deemed to be accepted if the Sending Participant does not question them.
10. If no mention is made of cost recovery in a request and no arrangement is made subsequently, the following will be recoverable:
- a. overtime, allowances and travel and subsistence payments actually paid to Personnel who travel to the Receiving Participant's Jurisdiction at the request of the Receiving Participant for the period between the date they depart their home Jurisdiction and the date they return to their home Jurisdiction inclusive
 - b. the actual cost of transporting Personnel from their home location to the reception point specified by the Receiving Participant
- and no other sums will be recoverable by the Sending Participant from the Receiving Participant.

Response to Request for assistance

- 11. As soon as possible after receiving a request for assistance, a Participant will provide a written response to the request substantially in the form set out in the Schedule, responding to the details of the request, and if asked to do so will nominate a Liaison Officer to attend at the Receiving Participant's state control centre (or similar facility).
- 12. The response will specify any costs or expenses required by the Sending Participant to be reimbursed if these are not specified in the request.
- 13. The response must identify all agencies that it covers: for example if Jurisdictional arrangements mean that one Participant responds on behalf of the Jurisdiction, all Participants that will be deploying resources should be identified as Sending Participants.

Section 3 – Pre-Deployment

Assistance to manage Deployment

14. Where CCOSC meets following a request, it will make in-principle decisions about how the Deployment is to be administered.
15. CCOSC may, with the agreement of a Receiving or prospective Receiving Participant, deploy an AFAC NRSC representative to the Receiving Participant to assist in the administration of a Deployment.
16. The AFAC NRSC representative will participate in the administration of the Deployment according to the requirements of the Receiving Participant. In all cases the AFAC NRSC representative will be responsible (whether they do it themselves or confirm that the Receiving Participant is doing it) for:
 - a. ensuring that resource requests coming from the Receiving Participant are unambiguous
 - b. monitoring that Sending Participants are appropriately matching resources deployed with resources requested
 - c. encouraging compliance by Receiving and Sending Participants with the AIA and this Operating Plan
 - d. confirming that the Receiving Participant has reception arrangements in place for deployed resources
 - e. tracking deployed resources while they are in the Receiving Participant's jurisdiction
 - f. identifying whether resources that are demobilising at the end of a rotation require to be replaced
 - g. sourcing replacement resources if this has not already been done
 - h. sourcing resources to fill any new request by the Receiving Participant
 - i. promoting so far as practicable a national approach to filling ongoing resource requests, subject to the overall direction of CCOSC
 - j. identifying whether further meetings of CCOSC are required and advising the Receiving Participant accordingly
 - k. providing briefings to CCOSC on the current and future status of the deployment.
17. Sending and Receiving Participants should work with each other and the AFAC NRSC to assist with the administration and management of a Deployment. Sending Participants may do so through a Liaison Officer at the Receiving Participant's designated control centre where the Participants agree that the size of the Deployment justifies this. Sending Participants may agree to share a Liaison Officer.
18. Where possible, a single Participant should act as a point of liaison for each Jurisdiction that is sending resources, to avoid the Receiving Participant having to deal with multiple points of contact in a sending Jurisdiction. The Participant undertaking this role is responsible for liaising with all Sending Participants in that Jurisdiction to ensure that the terms on which the Deployment is agreed are acceptable to them.

Pre-Deployment Safety, Critical Incident Plans and Crosswalk

19. The Sending and Receiving Participants, supported by the AFAC NRSC if required, should ensure that the Deployment has:
 - a. a safety plan
 - b. a critical incident management plan
 - c. where required, a Crosswalk of roles and accreditation for Personnel participating in the Deployment.
20. The safety plan should:
 - a. identify any significant safety issues relating to the Deployment
 - b. set out measures to mitigate risks arising from the issues identified
 - c. set out any known significant differences between the workplace health and safety (WHS) laws, standards and practices of the Sending and the Receiving Participants and any mitigation measures required.
21. The critical incident management plan should:
 - a. state the actions and communications to be undertaken by the Sending Participant and the Receiving Participant, upon becoming aware of a critical incident;
 - b. cover situations that meet one or more of the following criteria numbered (i) to (iv):
 - i. has caused death or serious injury to deployed Personnel
 - ii. adversely affects deployed Personnel
 - iii. has occurred in deployed Personnel's home location and requires them to be notified or returned home
 - iv. involves Personnel in the Receiving Participant's Jurisdiction in ways (such as involvement in a criminal act) that may reflect on the Sending Participant's reputation;

and

 - c. specify the trigger for a critical incident response (for example where either Sending Participant would normally employ critical incident, WHS, employee assistance or disciplinary processes).

Shift length and fatigue management

22. Sending Participants should be made aware of the Receiving Participant's shift length, fatigue management guidelines and proposed working conditions for the Deployment at the time of request.
23. Sending Participants are responsible for confirming that there is sufficient flexibility in relevant awards agreements and policies to support the Receiving Participant's proposed working conditions before Deployment commences.

Section 4 – Personnel

Suitability for Role

24. Role suitability covers both knowledge skills and abilities to fulfil the requested role, and personal suitability to be deployed.
25. Personnel deployed will be qualified and experienced in the role, and medically and physically fit-for-task. In the event that Personnel prove unable to fulfil a role for which they have been deployed, and alternative tasking cannot reasonably be arranged, they will be returned home at the Sending Participant's expense.
26. As a general rule, Personnel should be competent to a standard at which the Sending Participant would assign them to the same role in their home Jurisdiction without restriction i.e. not subject to mentoring requirements. If Sending Participants wish to send Personnel for development or mentoring purposes this must be agreed with the Receiving Participant in advance and is subject to operational requirements. The Sending Participant must provide any mentor required and the sending of the person in development will be at no cost to the Receiving Participant.
27. The Sending Participant should provide to the Receiving Participant a list of all Personnel to be deployed including the following details:
 - a. Full name
 - b. Role/s in which each person is deployed
 - c. Relevant endorsements/qualifications of the person
 - d. Health information such as medical conditions/allergies/dietary requirements
 - e. 24 hour contact details of the Sending Participant's contact on Deployment e.g. contingent commander, field liaison officer
28. The Sending Participant's Liaison Officers will share responsibility for monitoring the welfare of the Sending Participant's Personnel with the Receiving Participant's incident management structure. Any welfare issues should be raised through the Receiving Participant's incident management structure and escalated through the Deployment chain of command as required.
29. The request for resources and the response should specify if and how many command, liaison and support Personnel are to be deployed by the Sending Participant. Command, liaison and support Personnel must not be deployed unless specifically requested or agreed to by the Receiving Participant. No reimbursement is due to the Sending Participant for Personnel deployed otherwise than in accordance with a written request.
30. The Sending Participant may ask to send supporting medical Personnel, such as paramedics, with any Deployment the inclusion of whom is to be agreed with the Receiving Participant prior to any Deployment. The Sending Participant is responsible for resolving any legal issues around medical Personnel working interstate.

Briefing and debriefing

31. The Sending Participant's Personnel will receive an induction briefing on behalf of the Receiving Participant prior to commencing operations. The Sending Participant shall ensure

that its Personnel attend this briefing. If practical, this may occur before leaving on the Deployment or during transit.

32. Receiving Participants are to ensure that comprehensive briefings are provided to all Personnel regarding the operational arrangements that are to be expected while deployed and should include:
- a. orientation and health and safety induction prior to operational tasking
 - b. incident briefing prior to operational tasking
 - c. incident debriefing prior to demobilisation.

Accident involving Personnel

33. In the event of an accident or incident involving any of a Sending Participant's Personnel, the Receiving Participant must:
- a. ensure that any such Personnel who require immediate medical services are provided with those services regardless of the nature of the requirement or the type of medical services required
 - b. immediately report the accident or incident to the relevant Sending Participant
 - c. provide a contact to the Sending Participant who can liaise with all the host Jurisdictional agencies involved in any investigation
 - d. where permitted by law, invite the relevant Sending Participant to participate in the investigation of the incident or accident
 - e. provide the relevant Sending Participant with copies of any internal review of the incident or accident and written records provided to any regulatory authority as a result of the incident or accident, in a timely manner.

Conduct

34. All deployed Personnel are expected to maintain a high level of professionalism at all times, as representatives of the Sending Participant. All Personnel are to adhere to their own organisational Code of Conduct while on Deployment. In addition, if the Participants agree, Personnel may be provided with a Deployment Code of Conduct which they must follow.

Section 5 – Finance

Reimbursement

35. The Receiving Participant will reimburse Personnel costs to the Sending Participant as agreed under clauses 7-9 of this Operating Plan.
36. Personnel costs will be reimbursed for:
- a. Personnel who travel to the Receiving Participant's Jurisdiction
 - b. Liaison Officers who deploy to the Receiving Participant
 - c. Any AFAC NRSC representative who deploys to the Receiving Participant.
37. The default rule is that the first day of a Deployment for reimbursement purposes is the day on which Personnel leave their home Jurisdiction, and the last day is the day on which Personnel return to their home Jurisdiction.

38. Sending Participants shall absorb the cost of Personnel engaged in the Sending Participant's Jurisdiction on administration of the Deployment unless otherwise agreed. If the Participants agree a different arrangement then this is to be recorded in an exchange of correspondence.

Equipment and supplies

39. A Sending Participant must ensure that all Personnel deploy with appropriate and fit-for-purpose PPC unless the Receiving Participant agrees in writing to supply all or some of the PPC.
40. Equipment provided by a Sending Participant remains the property of that Sending Participant and equipment provided to Personnel by the Receiving Participant remains the property of the Receiving Participant.
41. The Receiving Participant must reimburse the Sending Participant for consumables that the Sending Participant supplies and which cannot be reused.
42. The Sending Participant shall obtain the agreement of the Receiving Participant before purchasing equipment for the purposes of a Deployment, if reimbursement is to be sought. It is a condition of reimbursement that the equipment in question is delivered to the Receiving Participant at the end of the Deployment.
43. Road vehicles shall be deployed in a roadworthy condition by the standards of their Jurisdiction of origin. If additional requirements apply in the Receiving Participant's Jurisdiction the Receiving Participant is responsible for the additional compliance costs.
44. The Receiving Participant must reimburse a Sending Participant for all refurbishment costs of equipment used on Deployment, unless the Sending Participant agrees that the Receiving Participant will refurbish the equipment.
45. In the event that the equipment of a Sending Participant is damaged beyond repair or given to the Receiving Participant and not returned, the Receiving Participant must:
- a. replace them with items of the same quality and standard, or
 - b. reimburse the Sending Participant for their full replacement cost.
46. The Sending Participant will claim on any insurance policy maintained by it covering loss damage or destruction of equipment before seeking reimbursement for lost or damaged equipment; except that if to make a claim would have an adverse effect on the Sending Participant's insurance premiums the Participants shall discuss the most cost-effective way of proceeding before any claim is made.
47. The Receiving Participant is not responsible for the replacement of Sending Participant's equipment lost by the Sending Participant's Personnel through want of care.
48. Specialised equipment may be accompanied by trained Personnel to ensure its safe and efficient set-up and operation. Numbers of technicians/operators shall be agreed in advance by the Participants and reimbursement will be made in accordance with this Operating Plan.
49. All reasonable transportation costs of equipment and/or supplies sent by a Sending Participant must be reimbursed by the Receiving Participant. Where different transportation options are available (land, air or sea) the Participants shall agree in advance on the most cost-effective option.
50. Bio-security is an essential part of any Deployment. The inadvertent transfer of disease, weeds and other contagions by Personnel and equipment must be addressed by the Receiving and Sending Participants prior to, during and after the Deployment. The Receiving

and Sending Participants must take steps to ensure that the risks are fully evaluated, and understood by all Personnel.

Invoicing and Payment

51. Invoices should be sent to and payments made by the Receiving Participant.
52. Invoices should include the following:
 - a. a cover letter identifying the specific resource/reference number(s)
 - b. an original itemised invoice including:
 - i. contact names, address and telephone number
 - ii. Project Identifier
 - iii. unique identifiers of each request covered by the invoice
 - iv. a full description of items charged
 - v. supporting documentation (including a list of Personnel days and rates or salary, supplies, travel and equipment with dates, hours, and crew/equipment/ aircraft type), except for costs covered by a flat rate as provided above.
53. The Receiving Participant may request additional information reasonably required to demonstrate that sums claimed are reimbursable within the terms of this Operating Plan or other agreement between the Participants.
54. A Sending Participant will submit invoices to a Receiving Participant within 120 calendar days of demobilisation of resources to their home base. A Receiving Participant will make payment within 60 calendar days of receiving an invoice from a Sending Participant, or 30 calendar days after receiving any further information requested under clause 53, whichever is later, unless the Participants agree otherwise.

Section 6 – Cancellation or Withdrawal

Cancellation of a Request for and withdrawal of Assistance

55. A Receiving Participant may cancel a request for assistance at any time by written notice to the Sending Participant.
56. A Sending Participant may withdraw its resources from Deployment on 72 hours' written notice to the Receiving Participant or such other period as is agreed.
57. If a Receiving Participant gives notice of cancellation:
 - a. the Receiving Participant will cease tasking of any Personnel of the Sending Participant deployed at that time and will commence debriefing
 - b. the Sending Participant will take all appropriate action to prevent further costs being incurred
 - c. the Receiving Participant will pay to the Sending Participant all amounts owing in respect of the Sending Participant's activities undertaken, including extra costs incurred as a result of the early cancellation such as costs of rebooking flights

- d. the Receiving Participant will demobilise, debrief and return the Sending Participant's Personnel as soon as possible following the date of the notice of cancellation.
58. If a Sending Participant gives notice of withdrawal:
- a. On receipt, the Receiving Participant will commence planning to cease tasking of any Personnel of the Sending Participant deployed at that time in order to release them from Deployment within 72 hours at most and will facilitate debriefing
 - b. The Sending Participant will provide reasonable support to the Receiving Participant in demobilising its resources, for example re-booking required travel and accommodation
 - c. The Receiving Participant is still liable to reimburse the Sending Participant for its actual costs of Deployment as agreed, but the Receiving Participant may deduct from the costs to be reimbursed to the Sending Participant any additional costs incurred by the Receiving Participant as a result of the withdrawal.

Section 7 – Insurance, Compensation and Indemnities

Insurance

59. Prior to a Sending Participant's Personnel leaving their home Jurisdiction, the Sending Participant must satisfy itself that Personnel are covered by worker's compensation insurance while on Deployment.
60. The cost of any additional insurance premiums required to cover Personnel while on Deployment will be reimbursed by the Receiving Participant only if the Receiving Participant has been notified of this requirement before the Deployment commences and has agreed to it.

Compensation claims

61. Compensation claims for death or injury to any Sending Participant Personnel occurring during a Deployment will be processed through the Sending Participant's workers compensation program and/or insurers.
62. The Receiving Participant will reimburse the relevant Sending Participant for all extra workers' compensation insurance costs or excess payments incurred by that Sending Participant as a result of any worker's compensation claim(s) being accepted in respect of any work related injury to, or death of, an employee of that Sending Participant occurring during a Deployment.

Indemnities

63. Provision in relation to indemnity relating to legal claims made against Participants in relation to actions or omissions said to have occurred in the course of a Deployment are found in the AIA.

Section 8 – Other Matters

Dispute resolution

- 64. Any differences that arise between Participants in the interpretation or application of a Deployment under this Operating Plan will be addressed in the first instance by means of negotiation in good faith and consultation between the parties.
- 65. If such negotiations and consultations do not resolve the differences under review, the Participants that are party to the differences will refer them to CCOSC for joint resolution where possible.

Variation

- 66. This Operating Plan shall be reviewed as required by CCOSC. Participants are free to agree variations as between themselves in relation to any given Deployment.

Legal relations

- 67. This Operating Plan is not intended to create legal relations between the Participants.

Survival

- 68. Any agreement made between Participants incorporating the Clauses of this Operating Plan dealing with reimbursement, invoicing and payment, equipment or accident investigation, survives the expiry or termination of the AIA and of any such agreement.

Glossary

Term	Definition
AFAC NRSC	National Resource Sharing Centre, an operating division of the Australasian Fire and Emergency Service Authorities Council Limited ABN 52 060 049 327.
AIA	Australasian Arrangement for Interstate Assistance.
CCOSC	Commissioners and Chief Officers Strategic Committee.
Crosswalk	A process by which qualifications, skills and experience levels are compared in order to establish equivalence criteria between Participants and Jurisdictions that may use different terminology.
Deployment	The engagement of a Participant's resources in Emergency Management Activities in another Australian State or Territory or New Zealand under the AIA.
Emergency Management Activities	Activities in relation to any emergency incident or request for assistance by a Sending Participant to a Receiving Participant in accordance with the AIA for the purpose of protecting life, property and the environment.
Governments	The Governments of Australia, Australian States and Territories and New Zealand represented on the Ministerial Council for Police and Emergency Management.
Jurisdiction	The Commonwealth of Australia, a State or Territory of Australia, and New Zealand, and Jurisdictional shall be interpreted accordingly.
Liaison Officer	Person acting as representative for a Participant during Deployments.
Participant	A government emergency management agency, fire service, emergency service or land management agency of a Jurisdiction.
Personnel	Any human resource, whether volunteer or paid, provided by a Sending Participant to assist a Receiving Participant.
PPC	Personal protective clothing to include protective footwear, protective headwear and eyewear, protective outerwear and protective gloves to the relevant AS/NZ Standards.
Project Identifier	The unique descriptor (name or reference number) used to identify the event and used as a reference point to identify other documents such as invoices, purchase orders, charge codes or anything used to track costs and resources.
Receiving Participant	A Participant receiving assistance under the AIA.

Sending Participant	A Participant supplying resources under the AIA.
WHS	Workplace Health and Safety