



Memorandum of Understanding

Between

Ambulance Victoria

and

Country Fire Authority

Fire Medical Response Program

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MEMORANDUM OF UNDERSTANDING FOR THE FIRE MEDICAL RESPONSE PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS DATED**2024****BETWEEN**

AMBULANCE VICTORIA a body corporate established under section 23 of the *Ambulance Services Act 1986 (Vic)* (**ABN 50 373 327 705**) of 375 Manningham Road, Doncaster, Victoria, 3108

(AV)**AND**

COUNTRY FIRE AUTHORITY a body corporate established under section 6 of the *Country Fire Authority Act 1958 (Vic)* (ABN 39 255 319 010) of 8 Lakeside Drive, Burwood East, Victoria, 3151

(CFA)**BACKGROUND**

- A. Ambulance Victoria (**AV**) is the lead agency for emergency medical services in Victoria. AV is responsible for emergency services in accordance with its statutory objectives and powers as set out under the *Ambulance Services Act 1986 (Vic)*. These responsibilities include responding rapidly to requests for help in a medical emergency, including "Priority 0" events, and the provision of specialised medical skills to maintain life and to reduce injuries in emergency situations and while transporting people requiring those skills.
- B. The Country Fire Authority (**CFA**) is established under the *Country Fire Authority Act 1958 (Vic)*. CFA is responsible for the prevention and suppression of fires in the country area of Victoria. CFA assists Ambulance Victoria through the provision of Fire Medical Response (**FMR**) within their area of responsibility throughout country areas of Victoria. The FMR role is being progressively introduced into CFA with participating fire brigades providing FMR Services to select Priority 0 Events.
- C. The Parties have agreed to enter into this MOU to set out the roles and responsibilities of each of the Parties in relation to CFA providing FMR.
- D. This MOU applies to all FMR Services provided by FMR Responders.

THE PARTIES AGREE**1. DEFINITIONS**

In this document unless expressly stated otherwise:

AV Clinician means AV's clinician on duty in either the Metropolitan or Regional State Emergency Control Centres (SECC) at the time of a Priority 0 Event.

AV Community & Co-Responder Programs (C&CRP) Department means AV's department responsible for oversight of the FMR program.

AV FMR Coordinator means AV's representative responsible for the day-to-day coordination of the FMR program.

AV Medical Advisory Committee means the AV committee which provides advice and recommendations on clinical standards and clinical practice used by AV.

Brigade means the personnel (members) of a particular volunteer CFA fire brigade.

Business Day means Monday to Friday excluding public holidays in Victoria.

Confidential Information means any information, material or item belonging to or in the possession of a Party to this MOU relating to the product or services to be provided under this MOU which:

- a) comes into the knowledge or possession of the other Parties;
- b) is created by or on behalf of or in connection with this MOU, including the terms of this MOU; or
- c) was not already available in the public domain.

Continuing Education Training means the four quarterly training sessions provided to CFA FMR Responders by AV Paramedic Educators of which two sessions are compulsory for CFA FMR Responders, including the CPR refresher session.

Duty Manager means AV's Duty Manager or Communications Support Paramedic on duty in either the Metropolitan or Regional State Emergency Control Centres (SECC) at the time of a Priority 0 Event.

Equipment means equipment approved in accordance with clause 7 for use in the FMR Program.

FMR Clinical Protocols means the FMR clinical and operational guidelines, protocols, procedures and work instructions, as reviewed, updated and amended from time to time by the FMR Steering Committee and approved as required by the AV Medical Advisory Committee as described in Schedule 2.

FMR Event means the Priority 0 Event types agreed between AV and CFA, as set out in Schedule 4, that will involve the provision of FMR Services in accordance with this MOU.

FMR Program means the Fire Medical Response Program as described in Schedule 2.

FMR Responders means personnel of CFA who have been trained, accredited, and endorsed to provide FMR Services. Nevertheless, no CFA members younger than 18 years of age may become FMR Responders.

FMR Services means the delivery of FMR services by FMR Responders utilising FMR Clinical Protocols in response to an FMR Event.

FMR Steering Committee means as described in Schedule 3.

Health Privacy Principles means the health privacy principles set out in the *Health Records Act 2001* (Vic).

Information Privacy Principles means the information privacy principles set out in the *Privacy and Data Protection Act 2014* (Vic).

Intellectual Property means all Intellectual Property rights (whether or not registered, including all applications and the right to apply for registration) which are owned by or licensed to either Party, including, without limitation:

- a) any trademarks, service marks, trade names, domain names, brands and company names, trade secrets and copyright works, uniform resource locators (URLs), drawings, discoveries, inventions, improvements, technical data, formulae, computer programs, software, know-how, logos, symbols and similar industrial or intellectual property rights;
- b) all patents, patent applications, registered designs and unregistered design rights;
- c) all client lists and other client related information generated by either Party; and
- d) all Confidential Information of either Party.

MOU means this Memorandum of Understanding.

Paramedic Educator means an AV Paramedic that is trained to facilitate and deliver Continuing Education Training in FMR to CFA personnel, including Skills Acquisition and Reaccreditation Training.

Party or Parties means the signatories to this MOU.

Personnel means employees, volunteers, members, or officers of a Party.

Priority 0 Event means an event within Triple Zero Victoria's Computer Aided Dispatch system that receives a Priority 0 response from AV.

Reaccreditation Training means a structured training and assessment program ensuring the currency and competency of the knowledge and skills of medical responders. Reaccreditation training is undertaken every three years.

Representative means the person appointed as the representative for either party specified in Schedule 1.

Skills Acquisition Training means a structured training program to acquire new knowledge and skills in a particular subject.

Stations means CFA volunteer Brigades, and its members, currently providing FMR Services.

Subject Matter Expert means a person, persons within AV and/or CFA who have knowledge and expertise in FMR Events, the FMR Program and FMR Services.

Triple Zero Victoria means the body corporate established under the *Triple Zero Victoria Act 2023 (Vic)*.

VACAR means Victorian Ambulance Cardiac Arrest Registry.

2. TERM

- 2.1 This MOU will commence on the date of signing by the last Party to this MOU and shall operate for a period of three (3) years unless varied or amended (per Clause 22.1) or terminated (per Clause 19) in accordance with this agreement.
- 2.2 This MOU shall be reviewed annually or at any time as agreed by the Parties in writing.
- 2.3 This MOU may be extended at any time for such further period(s) as the Parties agree in writing.

3. NO INTENTION TO CREATE LEGAL RELATIONS

- 3.1 This MOU is not intended to create legal relations or to constitute a legally binding contract between the Parties except for the following clauses:
 - I. clause 14 (Intellectual Property);
 - II. clause 15 (Confidentiality);
 - III. clause 16 (Privacy) and
 - IV. clause 17 (No Third-Party Liability).
- 3.2 Nothing contained in this MOU will be construed so as to constitute a partnership between the Parties or so as to constitute either Party as the agent of the other.
- 3.3 The Parties acknowledge and agree that this MOU does not in any manner restrict the rights of either Party to act in its discretion in relation to business activities or new or existing commitments.

4. COLLABORATION AND COOPERATION

- 4.1 The Parties enter into this MOU in good faith and in a spirit of cooperation and mutual support.
- 4.2 The Parties agree that they will work together in good faith and in a constructive and cooperative manner to endeavour to ensure they maximise the effectiveness by which the Parties carry out their statutory duties and functions on behalf of the Victorian public.
- 4.3 The Parties agree that the exchange of information and data between the Parties is necessary to give effect to this MOU. Such exchange will be undertaken in a manner which protects privacy and in accordance with relevant legislation. The particulars of such arrangements will be as approved by the FMR Steering Committee.
- 4.4 The Parties agree to work collaboratively to implement every aspect of the FMR Program. The Parties agree to design, develop, implement and operate the FMR Program cooperatively and as approved by the FMR Steering Committee.
- 4.5 The Parties agree to work collaboratively to ensure that the FMR Program is focused on the CFA member experience and that employs varying interactive content delivery modalities with the aim to create engaging user experiences when training FMR Responders to provide FMR Services.
- 4.6 The Parties enter into this agreement cognisant of organisational and legal requirements to continually improve child safety, cultural diversity and inclusion. Both Parties will ensure that they comply with legal requirements and continue to positively promote such areas through the FMR Program.

5. AV OBLIGATIONS

AV agrees to:

- 5.1 Act as the Subject Matter Expert in relation to the development of all clinical aspects of the FMR Program;
- 5.2 Provide FMR Clinical Protocols for the FMR Program that reflect current ambulance and contemporary medical practice in accordance with Australian Resuscitation Council Guidelines and as approved by the AV Medical Advisory Committee;
- 5.3 Implement changes to FMR Clinical Protocols to reflect changes and practices required by the development of the FMR Program in consultation with CFA pursuant to clause 4.4;
- 5.4 Ensure that suitable staff will participate in the development of all clinical learning, training and skills design to meet AV's registered training organisation (**RTO**) registration requirements;
- 5.5 Provide AV Program support staff to assist with the implementation of the FMR Program, on a cost-recovery basis as outlined in clause 8.1;
- 5.6 Review and update training content (including Reaccreditation Training, Skills Acquisition Training and Continuing Education Training) as required by the FMR Steering Committee and in accordance with the requirements of clause 5.4;
- 5.7 On the request of CFA, support and attend CFA-led Skills Acquisition Training to new FMR Personnel, consistent with the FMR Program, with training delivered on a cost-recovery basis as outlined in clause 8.1;
- 5.8 Provide written notification to the Chief Officer of CFA communicating changes in Priority 0 Events and/or FMR Events as soon as reasonably practicable once these changes occur;
- 5.9 Provide Paramedic Educators for the delivery of Continuing Education Training to FMR Personnel at a location agreed to by CFA and AV and at a cadence determined by the FMR Steering Committee, with training delivered on a cost-recovery basis as outlined in clause 8.1;

- 5.10 Provide Paramedic Educators for the delivery of Reaccreditation Training to FMR Personnel at a three-yearly schedule at a location agreed to by CFA and AV, with training delivered on a cost-recovery basis as outlined in clause 8.1;
- 5.11 In accordance with AV standard clinical audit practices, audit the clinical performance of FMR Personnel by reviewing the patient care records completed by FMR Responders and report the results of the audit to the FMR Steering Committee on a monthly basis;
- 5.12 Provide regular review and evaluation of the training material, participant feedback and clinical practice of the FMR Program in a format and frequency as agreed at the FMR Steering Committee and in conjunction with the requirements of clause 5.4;
- 5.13 Provide all reasonable assistance, access, notices, documents and other information to CFA to assist them to comply with their obligations under this MOU; and
- 5.14 Share all data and information collected from the FMR Program and make it available on request to CFA. Where possible, data will be de-identified prior to release. Prior to the provision of any data between the parties that has not been de-identified, CFA and AV shall only share and/or use such data in accordance with the *Health Records Act 2001 (Vic)* and/or the *Privacy and Data Protection Act 2014 (Vic)*.

6. CFA OBLIGATIONS

CFA agrees to:

- 6.1 Act as the Subject Matter Expert in matters pertaining to CFA practice, its organisation and its members;
- 6.2 Provide FMR Services in accordance with this MOU;
- 6.3 Ensure that only accredited FMR Responders provide FMR Services;
- 6.4 Ensure that FMR Responders attend Continuing Education and Reaccreditation Training and maintain current records of attendance;
- 6.5 Ensure that FMR Responders perform FMR Services in accordance with the FMR Clinical Protocols;
- 6.6 Provide the Equipment in accordance with clause 7.2;
- 6.7 Provide completed patient care records and associated data to AV in relation to FMR Services that have been provided, as required;
- 6.8 Maintain patient care records and associated data that it creates or receives in relation to provided FMR Services;
- 6.9 Provide all reasonable assistance, access, notices, documents and other information to AV to assist it to comply with its obligations under this MOU;
- 6.10 Provide any updated patient handover procedures in accordance with clause 9.8 and advise the Parties in writing if there are any issues with the updated procedures;
- 6.11 Share all data and information relating to the FMR Program and on request to AV and VACAR in accordance with this clause and this MOU. Where possible, such data will be de-identified prior to release. Prior to the provision of any data that has not been de-identified, CFA and AV shall only share and/or use such data in accordance with the *Health Records Act 2001 (Vic)* and/or the *Privacy and Data Protection Act 2014 (Vic)*; and
- 6.12 Raise any issues for discussion and determination at the FMR Steering Committee.

7. EQUIPMENT

- 7.1 Any equipment used for FMR Program training and response must be approved by the FMR Steering Committee prior to implementation and use.
- 7.2 Where the FMR Steering Committee approves the use of equipment, CFA will, subject to:
- 7.2.1 any necessary consultation within their agency; and
 - 7.2.2 financial limitations or restraints imposed by their agency,
- purchase the equipment for use for FMR Program training and response.

8. COSTS

- 8.1 AV provides services to CFA under this MOU on a cost-recovery basis, which is to occur as follows:
- 8.1.1 CFA will provide AV's Representative with a statement setting out all of CFA's Requirements to participate in the FMR Program. This statement will also outline the services CFA is requesting from AV in order to participate in the FMR Program. The Requirements of the FMR Program (as at MOU commencement) is outlined at Schedule 2.
 - 8.1.2 Prior to incurring costs, AV will provide CFA's Representative with a written quote outlining the anticipated costs AV will incur in providing services requested in the Requirements statement (in accordance with clause 8.1.1) for participation in the FMR Program (the **Services**).
 - 8.1.3 CFA will provide written acceptance of the quote to AV's Representative, prior to AV incurring any costs.
 - 8.1.4 Following the delivery of the Services by AV following from an accepted quote, AV will invoice CFA for costs incurred. Invoicing will occur at minimum on a quarterly basis.
 - 8.1.5 CFA will facilitate payment to AV's nominated bank account within 30 days of an invoice being issued.
- 8.2 Other than as provided in Clause 8.1, each Party will be responsible for funding the performance of its obligations under this MOU (except to the extent that any cost or charge is incurred as a result of the other Party's negligent act or omission).

9. DISPATCH

- 9.1 Dispatch of FMR Responders to FMR Events is to originate from Triple Zero Victoria via AV operations. FMR Responders are to be listed as a resource in the Triple Zero Victoria Computer Aided Dispatch System (**CAD**). Dispatch of CFA FMR Responders to agreed Priority 0 Events under this MOU is in accordance with protocols developed by the AV Medical Advisory Committee utilising the relevant medical priority dispatch system (currently the Advanced Medical Priority Dispatch System (**AMPDS**)) call prioritisation classifications and will include response to all designated FMR events.
- 9.2 Dispatch to an FMR Event will be executed in accordance with the FMR Clinical Protocols.
- 9.3 FMR Responders will respond to FMR Events only and AV's response will also be dispatched in accordance with AV protocols. Alternative dispatches are only to occur if specifically authorised by the AV Clinician and the occurrence of such events will be monitored and audited by the Parties as required.
- 9.4 AV (via Triple Zero Victoria) will not dispatch non-FMR CFA Personnel to any FMR Event outside what is agreed to by the Parties in accordance with the terms of this MOU.

- 9.5 If AV arrives on scene first, the FMR Responders response may be cancelled by the AV crew if not required.
- 9.6 If FMR Responders arrive on scene first, AV's response will continue as per dispatch protocols. The AV response cannot be downgraded or cancelled based upon the assessment undertaken by the FMR Responders, except with the specific authorisation of the AV Clinician or Duty Manager. The occurrence of such events will be monitored and audited by the respective organisations as required.
- 9.7 Cancellation of FMR Responders due to call priority downgrades prior to AV's arrival on scene will occur according to the AV algorithm.
- 9.8 Patient care responsibility will be handed over to AV as soon as the first AV resource arrives in accordance with the FMR Clinical Protocols.

10. CLINICAL GOVERNANCE

- 10.1 CFA will support AV to comply with the Victorian Clinical Governance Framework (**the Framework**). Accordingly, FMR Responders will participate as required by AV in clinical governance activities with AV for the purpose of reviewing, analysing and improving the quality and safety of FMR Services provided to the community in accordance with the Framework.
- 10.2 The FMR Steering Committee will review clinical governance activities associated with the FMR Program with a view to improve the quality and safety of FMR Services provided to the community.
- 10.3 Clinical governance conducted by the Parties will align to the five domains of the Framework. These are:
- 10.3.1 leadership and culture;
 - 10.3.2 consumer partnerships;
 - 10.3.3 workforce;
 - 10.3.4 risk management; and
 - 10.3.5 clinical practice.
- 10.4 The Parties agree to work together in a joint approach to support safe, high quality, emergency care to rural and remote communities. This approach is based on the principles of the Framework and AV's Best Care Framework to ensure appropriate clinical governance is maintained for the FMR Program.

11. MEDIA COMMUNICATIONS

- 11.1 The Parties will have a co-ordinated approach in response to any public relations or media inquiries related to the FMR Program.
- 11.2 CFA media comments arising from any incident shall be limited to their involvement. For the avoidance of doubt, CFA are not to publish identifiable patient images or disclose any details that could identify a patient (including age or home address). CFA are not to disclose ambulance treatment, patient injuries/medical presentation, patient condition or destination hospital.
- 11.3 Any media statement made by any of the Parties must adhere to the requirements of privacy and patient confidentiality as required under the Health Privacy Principles and Information Privacy Principles and any other applicable privacy legislation as may be in effect from time to time.

12. PUBLICATIONS

- 12.1 Both Parties shall advise the other Party of any publication of papers or studies relating to the FMR Program. Any documents published will have joint approval and acknowledgement of both Parties.
- 12.2 Any research or evaluation activity will be considered by both agencies and only conducted if agreed to do so by both Parties.

13. REPRESENTATIVES

- 13.1 The details of the Representative appointed by each Party are specified in Schedule 1.
- 13.2 Each Party's Representative will act as the contact point for communications under this MOU and will ensure that the Party is complying with its obligations under this MOU.
- 13.3 Each Party may replace its Representative by giving written notice to the other Party.

14. INTELLECTUAL PROPERTY

- 14.1 All Intellectual Property held by the Parties prior to the commencement of this MOU will remain the property of that Party.
- 14.2 This MOU does not affect any ownership in any Intellectual Property rights created, developed or made available under this MOU. Ownership of any intellectual property rights vests in the Party that created the Intellectual Property.
- 14.3 Each Party grants the other Parties a non-exclusive, non-transferable licence to use any of its Intellectual Property that is reasonably necessary to carry out its obligations under this MOU.
- 14.4 Except as stated in clause 14.1 each Party warrants that it owns the Intellectual Property rights in all materials, information, products or other Items that it provides to the other Parties and that the other Parties' use of such materials will not breach the Intellectual Property rights of any person.

15. CONFIDENTIALITY

- 15.1 Except as stated in this MOU, each Party must not, and must not permit any of its Personnel to disclose any Confidential Information to any person, other than its professional advisers or as required by law, without the prior written consent of the Party to whom the Confidential Information relates.
- 15.2 Each Party must handle all Personal Information in accordance with the *Privacy and Data Protection Act 2014* (Vic) and Health Information in accordance with the *Health Records Act 2001* (Vic), including the Information Privacy Principles and the Health Privacy Principles and any other applicable privacy legislation as may be in effect from time to time including any code of practice or guidelines made under those Acts, and must co-operate with each other to comply with these Laws, codes and guidelines, including in response to a complaint or suspected privacy breach.

16. PRIVACY

- 16.1 The Parties acknowledge that they will be bound by the Information Privacy Principles and Health Privacy Principles with respect to any act done or practice engaged in under or in connection with this MOU.
- 16.2 The parties will cooperate to ensure they do not cause any other Party to breach any privacy obligations that Party has at law.

17. NO THIRD-PARTY LIABILITY

- 17.1 To the extent permitted by law, neither Party will be liable to the other Party for any loss, damage, liability, cost or expense (including legal expenses) (“**Liability**”) suffered from any third-party claim made against the other Party as a result of its acts or omissions in connection with this MOU, except where that Liability arises from:
- 17.1.1 a negligent act or omission by it or its Personnel; or
 - 17.1.2 a breach of clause 15 (Confidentiality); or
 - 17.1.3 a breach by it of clause 16 (Privacy).
- 17.2 Each Party recognises that it accepts its own Liability for any event or consequence as a result of their role as Party to this MOU.

18. MANAGING DISPUTES

- 18.1 In the event of any dispute or a complaint (“**Dispute**”) under this MOU the Parties agree to use all reasonable efforts to negotiate to resolve the Dispute in the following way:
- 18.1.1 In the first instance, the Dispute will be referred to the Representatives of each Party. The Dispute Notification Date is the date the Dispute is referred to the Representatives of each Party, or where this date is not a Business Day, the next Business Day.
 - 18.1.2 Following notification in accordance with clause 18.1.1, the Representatives of each Party will discuss the Dispute in good faith and attempt to determine a mutually acceptable strategy to resolve the Dispute within 10 Business Days of the Dispute Notification Date.
 - 18.1.3 If the Parties cannot resolve the Dispute as set out under clause 18.1.2 then the Dispute must be referred to the Senior Representatives (or respective delegate) of each Party to meet and attempt to resolve the Dispute. The Senior Representatives will endeavour in good faith to resolve the Dispute within a further 10 Business Days.
 - 18.1.4 The Parties must continue to perform their respective obligations under this MOU pending a resolution to the Dispute unless the nature of the Dispute precludes continuance of such performance.
 - 18.1.5 A Dispute may be withdrawn at any time by the Party who raised the Dispute.
- 18.2 The Parties must exhaust the options set out in clause 18.1 before initiating Alternative Dispute Resolution measures as follows:
- 18.2.1 If the Dispute has not been resolved within 28 Business Days from the Dispute Notification Date, the matter will be promptly referred to the CFA Chief Officer and AV Chief Executive.
 - 18.2.2 The CFA Chief Officer and AV Chief Executive will discuss the Dispute and issues and endeavour to resolve the Dispute, within a further 14 Business Days.

19. TERMINATION

Termination on notice

- 19.1 Either Party may terminate its rights and obligations under this MOU for any reason by giving at least six (6) months written notice to the other Party.

Consequences of Termination of the FMR Program

- 19.2 On termination of the FMR Program, each Party will return to the other any Equipment, resources or other items belonging to that Party in substantially the same condition as when provided (except for fair wear and tear).

20. NOTICE

Service of Notice

- 20.1 A notice or other communication required or permitted under this MOU to be served on a person must be in writing and may be served:
- 20.1.1 by leaving it at the person's current address for service;
 - 20.1.2 by posting it by prepaid post addressed to that person at the person's current address for service;
 - 20.1.3 by email to the person's current email address.

21. INTERPRETATION

Unless expressed or implied to the contrary in this MOU:

- 21.1 this MOU is governed by and is to be construed in accordance with the laws of Victoria;
- 21.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this MOU;
- 21.3 if an act is required to be made or done on a day which is not a Business Day, the act must be made or done on the next following Business Day;
- 21.4 A reference in this MOU to:
 - 21.4.1 a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 21.4.2 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 21.4.3 a person includes the legal personal representatives, successors and assigns of that person;
 - 21.4.4 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body;
 - 21.4.5 a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this MOU;
 - 21.4.6 this or other document includes the document as varied or replaced regardless of any change in the identity of the Parties;
 - 21.4.7 writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
 - 21.4.8 '\$' or 'dollars' is a reference to Australian dollars;
 - 21.4.9 the singular includes the plural and vice versa; and
 - 21.4.10 a gender includes the other genders.

- 21.5 Where a conflict or inconsistency arises between the terms and conditions contained in the clauses of this MOU and any part of the Schedule, the terms and conditions of the clauses prevail to the extent of the conflict or inconsistency.

22. GENERAL

Amendments

- 22.1 This MOU (including Schedules) may only be varied or replaced by a document duly executed by all Parties, with the exception of the following Schedules:
- 22.1.1 Schedule 1: Either Party may replace its Representative in accordance with clause 13.3;
 - 22.1.2 Schedule 3: The FMR Steering Committee may amend or alter its Terms of Reference in accordance with the existing Terms of Reference of that committee; and
 - 22.1.3 Schedule 4: FMR Event types may be amended, added or removed as follows:
 - 22.1.3.1 Added: An FMR Event type may be added following endorsement from the FMR Steering Committee and approval from the AV Medical Advisory Committee.
 - 22.1.3.2 Amended: An FMR Event type may be amended or replaced following endorsement from the FMR Steering Committee and approval from the AV Medical Advisory Committee where the replaced event type is substantially similar to the existing FMR Event type.
 - 22.1.3.3 Removal: An FMR Event type may be removed following approval from the FMR Steering Committee, excepting where the FMR Event type is no longer a Priority 0 Event. In the circumstance where an FMR Event type is no longer a Priority 0 Event, AV will provide written notice in accordance with clause 5.8 for its removal as an FMR Event type.

No Relationship

- 22.2 Nothing in this MOU will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the Parties.

Previous MOUs or arrangements

- 22.3 This MOU contains the entire understanding between the Parties as to the subject matter contained in it. It supersedes all prior communications, negotiations and agreements, whether oral or written, about the subject matter of this MOU.

No representations or warranties

- 22.4 The Parties acknowledge that in entering into this MOU they have not relied on any representations or warranties about the subject matter except as provided in this MOU.

Waiver and variation

- 22.5 A provision of, or a right created under, this MOU may not be either:
- 22.5.1 waived, except in writing signed by the Party granting the waiver; or
 - 22.5.2 varied, except in writing signed by the Parties.

Survival

22.6 The rights and obligations of the Parties set out in clauses 10, 11, 12, 14, 15 and 16 are continuing rights and obligations and survive termination or expiry of this MOU.

EXECUTED by the Parties:

SIGNED by **AMBULANCE VICTORIA** by its duly
Authorised Officer in the presence of:

)
)
)
)

.....
.....
.....

Signature of Witness

Print Name of Witness

.....
.....

Signature of authorised person

Nicola Reinders

Print Name of authorised person

29 February 2024

Date

.....

SIGNED by the **COUNTRY FIRE AUTHORITY** by
its duly Authorised Officer in the presence of:

)
)
)
)

.....

Signature of Witness

.....
.....(EA to the CO).....

Print Name of Witness

.....

Signature of authorised person

..Chief Officer Jason Heffernan.....

Print Name of authorised person

..08/03/2024

Date



SCHEDULE 1 – GENERAL

<p>Representatives</p>	<p>The particulars for the AV Representative are as follows:</p> <p><u>Name:</u> [REDACTED] Position: Manager First Responder & Community Programs Phone: [REDACTED] Address: 303 Gillies Street, Wendouree, Vic 3355 Email [REDACTED]@ambulance.vic.gov.au</p> <p>The particulars for CFA FMR Representative are as follows:</p> <p><u>Name:</u> Garry Cook Position: Deputy Chief Officer Phone: [REDACTED] Address: 8 Lakeside Dr, Burwood East VIC 3151 Email [REDACTED]@cfa.vic.gov.au</p>
<p>Senior Representatives</p>	<p>The particulars for the Senior AV Representative are as follows:</p> <p><u>Name:</u> Trevor Weston Position: Director Operational Capability Phone [REDACTED] Address: 375 Manningham Road, Doncaster, Vic 3108 Email: Director.OperationalCapability@ambulance.vic.gov.au</p> <p>The particulars for Senior CFA FMR Representative are as follows:</p> <p><u>Name:</u> Jason Heffernan Position: Chief Officer Phone: [REDACTED] Address: 8 Lakeside Dr, Burwood East VIC 3151 Email: jason.heffernan@cfa.vic.gov.au</p>

SCHEDULE 2 – FMR PROGRAM SERVICES AND AGENCY REQUIREMENTS AS AT PROGRAM COMMENCEMENT

FMR Program

FMR is a brand-new, interagency partnership program to improve survival from out of hospital cardiac arrest. It is designed to be fit-for-purpose and tailored to the unique qualities of CFA volunteer brigades. FMR aims to support ambulance response to achieve better patient outcomes across country areas of Victoria within which CFA has operative authority as granted by the Victorian Minister for Emergency Services. The program is not designed to substitute existing ambulance response arrangements; rather, it is part of an integrated approach aimed at improving survival rates across Victoria, specifically in the event of Sudden Cardiac Arrest (SCA) (also known as Sudden Cardiac Death (SCD)). FMR aims to provide the key third step in the evidence-based Chain of Survival model – 1st Responder/EMTs.

The FMR Program operates within CFA's operational response area with oversight from the FMR Steering Committee. Accordingly changes to the scope, practices, skills, services or interventions provided by FMR Responders in accordance with this MOU shall be consulted with the FMR Steering Committee prior to approval by the AV Medical Advisory Committee.

FMR Services

FMR equipped and crewed CFA appliances will respond to FMR Events as in effect throughout the term of this MOU, with dispatch to occur in accordance with Clause 9.

FMR Responders provide basic life support prior to AV arrival, in accordance with the FMR Clinical Protocols.

CFA Requirements of AV:

In accordance with clause 8.1.1, CFA set out the following Requirements statement for provision by AV, under the terms of the MOU:

- Staff to assist with implementation of the FMR Program. Such staff include a 1.0 EFT AV FMR Coordinator (for a minimum period of two years) to support both CFA and AV during program start up and implementation. CFA will fund this position to the agreed value provided to CFA via written quote in accordance with clause 8.1.2;
- Staff to assist with the continued delivery of the FMR Program beyond the implementation phase;
- Staff, equipment, consumables and sundries required to deliver FMR Skills Acquisition Training, Continuing Education and Reaccreditation training. That is, AV will provide Registered Training Organisation (RTO) services to the FMR Program.
- Clinical governance of the FMR Program throughout the life of the Program. Clinical governance will include regular review and contemporising of FMR Clinical Protocols, as well as advice relating to the clinical operations of the FMR Program.
- Consultation with the FMR Program Manager and **endorsement** by the FMR Steering Committee as part of a proposal to introduce new clinical skills or interventions, as **recommended** and approved by the AV Medical Advisory Committee.
- Consultation with the FMR Program Manager and **advice** to the FMR Steering Committee prior to any amendment or removal of existing clinical skills or interventions, as **approved** by the AV Medical Advisory Committee and in line with AV clinical practice changes. The amendment or removal of skills not aligned to changes in AV Clinical Practice requires consultation with the FMR Program Manager and endorsement by the FMR Steering Committee.
- Final written notification of clinical practice changes is provided to CFA via the FMR Program Manager.
- Any FMR Program operational changes recommended by AV, at any stage during the life of the Program, should be mutually agreed with CFA and approved by the FMR Steering Committee prior to implementation.

SCHEDULE 3 – FMR STEERING COMMITTEE

TERMS OF REFERENCE**1. INTRODUCTION**

1.1. PURPOSE AND INTENT

The purpose of this document is to define the Terms of Reference for the Fire Medical Response (FMR) Joint CFA/AV Steering Committee (FMR Steering Committee).

FMR is a brand-new inter-agency partnership program to improve survival from out of hospital cardiac arrest. It is designed to be fit-for-purpose and tailored to the unique qualities of CFA volunteer brigades. FMR aims to support ambulance response to achieve better patient outcomes across Victoria. The program is not designed to substitute existing ambulance response arrangements; rather, it is part of an integrated approach aimed at improving survival rates across Victoria, specifically in the event of Sudden Cardiac Arrest (SCA) (also known as Sudden Cardiac Death (SCD)).

FMR aims to provide the key third step in the evidence-based Chain of Survival model – 1st Responder/EMTs

The FMR Steering Committee is established in accordance with the FMR MOU executed between CFA and AV, and oversees all aspects of the Fire Medical Response program. The Steering Committee will achieve this by adopting a collaborative, cross-functional approach to the planning, management and coordination of the work undertaken across CFA and AV relating to the implementation and delivery of this program. The Steering Committee will also provide a setting for key program decisions to be discussed and documented, while the CFA Project Sponsor has overall decision-making authority. Through this work, the Steering Committee will support the CFA Chief Officer and AV Chief Operations Officer to make informed decisions relating to:

- Development of an FMR governance framework to support an ongoing FMR program in CFA and AV, including clinical practice protocols, operational guidelines, SOPs, clinical governance, policies, procedures and service delivery standards
- Clinical governance to ensure that FMR response provides safe, high-quality care that is connected with AV and other health services
- Review of service delivery standards and undertaking necessary steps to ensure the most effective service delivery and best outcomes for communities
- Training, equipment and implementation of FMR in CFA brigades
- Development and review of training materials and requirements to meet industry standards and agency requirements
- Development and implementation of a comprehensive psychological health and wellbeing program, including a full vaccination program in line with the National Immunisation Handbook for Healthcare Workers
- Project financials and performance
- Management of the risks, impacts and interdependencies associated with the program
- Effective evaluation of the program
- Future opportunities to expand the FMR program as agreed

2. FMR STEERING COMMITTEE ROLE AND SCOPE

2.1. ROLE AND RESPONSIBILITIES

The FMR Steering Committee will act as an advisory committee to the CFA Project Sponsor who has the overall decision-making authority. The FMR Steering Committee will observe the particulars outlined in the FMR Program Memorandum of Understanding (MOU) agreed to by both Parties (CFA and AV). The FMR Steering Committee is responsible for the following:

- agreeing and approving these Terms of Reference
- authorising the Program Management Plan which articulates how the project will deliver its scope
- authorising the Program Manager, the project team and any other bodies to undertake the work of the program
- providing strategic direction and expert advice to deliver the program intent
- authorising the scope of work and any changes to the scope that deliver the program intent
- approving program timelines as defined in the Program Management Plan
- approval of key decision points as defined in the Program Management Plan
- agreeing and approving the Terms of Reference of other bodies commissioned to undertake the work of the program
- assuring that the program will have the resources to enable the program to deliver the program scope
- provision of assurance that the FMR Program is managed within appropriate program management controls
- authorising acceptance of the deliverables that form the program's scope
- ensuring that effective quality management processes are in place
- providing advice to resolve issues and mitigate risks that are hindering or may hinder achievement of the program's intent
- using its influence and authority to assist in achieving the program intent, including the organisational changes required to achieve the program intent
- providing advice to ensure that the program transitions successfully into business as usual.

3. DECISION MAKING PROCESS

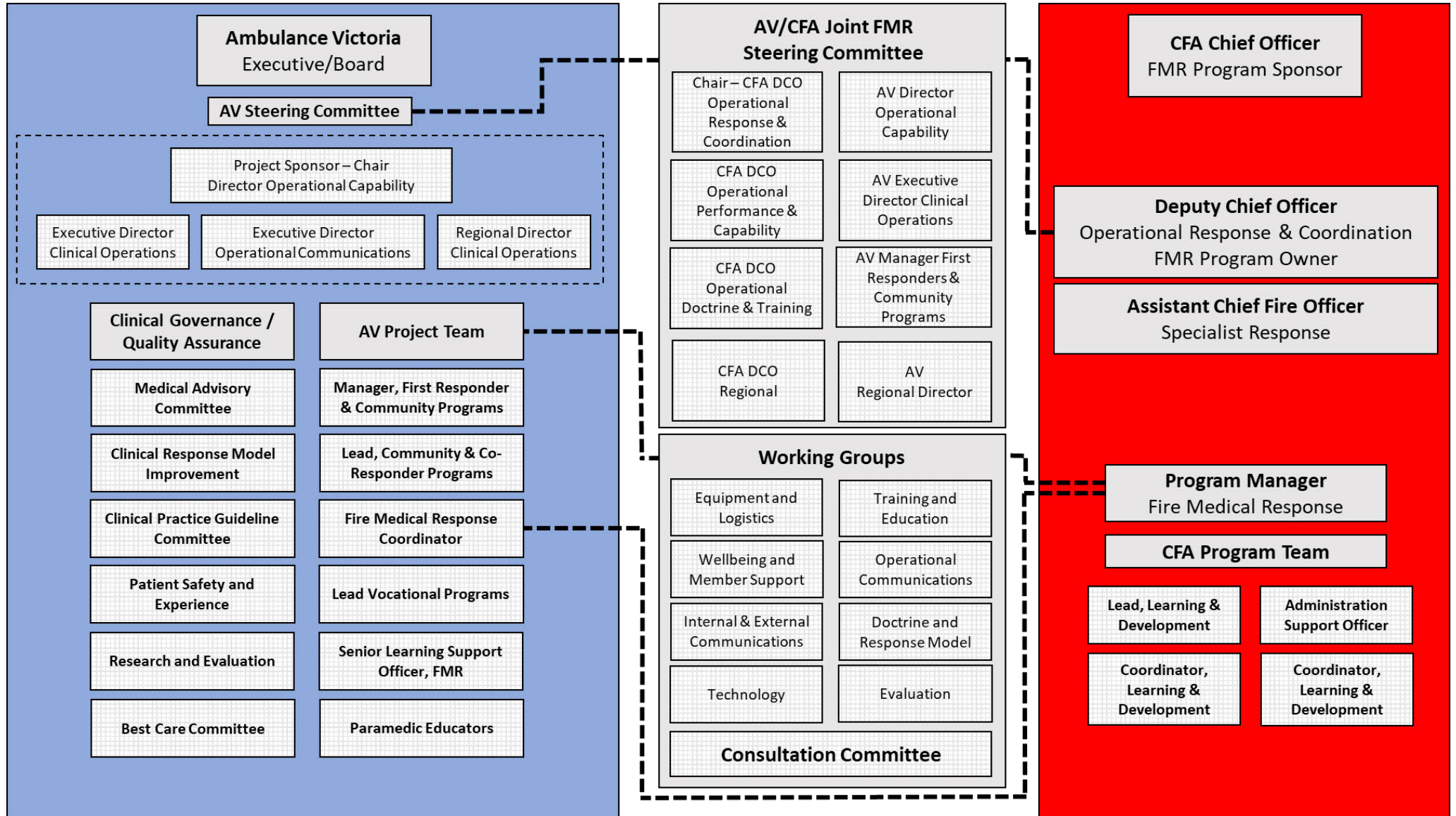
The FMR Steering Committee will make key decisions relating to the FMR program based on majority judgment. Decisions shall be made by a quorum of Committee members (Clause 6.1). In the event of the Committee being unable to reach a decision, the CFA Program Sponsor or Program Owner holds final decision-making authority.

In the event of decisions being taken outside of a scheduled meeting, due to time constraints, a briefing note covering the decision can be provided to Committee members via e-mail and members may inform the Chair of their advice.

FMR Program decisions will be captured in both Steering Committee meeting minutes and an Action/Decision Register. This Register will be maintained and provided to Committee members as a paper, prior to Steering Committee meetings. See Section 6 of this document for further information.

4. GOVERNANCE STRUCTURE

The FMR governance structure is represented in the figure below. This diagram also shows the eight proposed Working Groups, as well as the Consultation Group which will provide advice to the program. Governance of these, and other program arrangements, are articulated in the FMR Program Memorandum of Understanding.



5. MEMBERSHIP

5.1. COMPOSITION AND ROLES

The FMR Steering Committee is to be composed of individuals who can:

- contribute knowledge, advice and expertise
- represent stakeholders' interests
- provide the Program Sponsor/Owner advice to resolve issues and risks escalated to the Steering Committee
- hold the influence to advocate for the program.

5.2. MEMBERSHIP

Membership of the FMR Steering Committee is defined in the table below:

Role	Name	Title
Program Owner (Chair)	Garry Cook	CFA Deputy Chief Officer Operational Response and Coordination
CFA Member	Trevor Owen	Deputy Chief Officer SE Region
CFA Member	Kaylene Jones	Deputy Chief Officer Operational Performance and Capability
CFA Member	Rohan Luke	Deputy Chief Officer Operational Doctrine and Training
AV Member	Trevor Weston	Director Operational Capability
AV Member	Matthew McCrohan	Regional Director Clinical Operations
AV Member	Anthony Carlyon	Executive Director Clinical Operations
AV Member	[REDACTED]	Manager First Responder & Community Programs

Advisors / Standing Invitees

Advisors / Standing invitees to each Steering Committee meeting will provide expert advice to inform the decisions of the FMR Steering Committee, however they do not have decision-making authority. Standing invitees are outlined in the below table, however additional advisors may be requested to attend as agreed to by the parties on an as-needed basis:

Agency	Name	Role
CFA	[REDACTED]	ACFO, Specialist Response
CFA	[REDACTED]	FMR Program Manager
AV	[REDACTED]	Lead, Community and Co-Responder Programs
AV	[REDACTED]	FMR Coordinator

5.3. CHAIR ROLE AND RESPONSIBILITIES

The CFA Deputy Chief Officer, Operational Response & Coordination, is the Chair and is executing the Chief Officer's authority to make informed decisions. If the Chair is unable to attend, a delegate will be nominated to chair the meeting (this includes transferring decision-making authority).

Responsibilities of the Chair include:

- set meeting agendas and the meeting dates
- table papers provided by the Program Manager
- provide formal advice to the Program Sponsor on decisions.

5.4. FMR STEERING COMMITTEE MEMBER ROLES AND RESPONSIBILITIES

THE ROLE OF INDIVIDUAL FMR STEERING COMMITTEE MEMBERS IS TO:

- UNDERSTAND AND ACTIVELY SUPPORT THE STEERING COMMITTEE INTENT, PROPOSED OUTCOMES AND BENEFITS
- CHECK THAT ENSURE THE FMR PROGRAM ALIGNS WITH GOVERNMENT AND SECTOR STRATEGIES, POLICIES AND STANDARDS
- REPRESENT THE INTERESTS OF STAKEHOLDERS
- COMMUNICATE AND ADVOCATE POSITIVELY ABOUT THE FMR PROGRAM AND THE OUTCOMES AT ALL LEVELS
- PROVIDE ADVICE TO THE PROJECT SPONSOR/OWNER TO ENSURE INFORMED DECISION-MAKING AND RESPOND TO ISSUES AND RISKS ESCALATED TO THE STEERING COMMITTEE
- RESPOND TO REQUESTS FOR SUPPORT
- PARTICIPATE ACTIVELY IN MEETINGS, REVIEW REPORTS, PAPERS, AND OTHER DOCUMENTS
- MEMBERS SHOULD MAINTAIN CONFIDENTIALITY OF STEERING COMMITTEE DISCUSSIONS AND OF INFORMATION MADE AVAILABLE TO THEM (WHERE APPROPRIATE). ITEMS OF CONFIDENTIALITY WILL BE IDENTIFIED IN THE AGENDA PAPERS CIRCULATED TO COMMITTEE

MEMBERS. ITEMS OF CONFIDENTIALITY MAY ALSO BE DETERMINED BY THE STEERING COMMITTEE AS EACH ISSUE IS BEING DISCUSSED.

6. ADMINISTRATIVE ARRANGEMENTS

This section outlines the FMR Steering Committee decision-making process, frequency of meetings, requirements for agendas, minutes and papers requiring decisions, and rules for proxies.

6.1. QUORUM

A minimum number of five (5) members is required for decision making purposes. The quorum must include the Chair or a proxy of the Chair and at least two members from each agency.

6.2. DELEGATES

Members of the Steering Committee are encouraged to send a delegate, to ensure appropriate representation. Delegates are entitled to participate in discussions, and authority levels are also transferred.

Steering Committee members will inform the Chair no less than five (5) business days before a scheduled meeting if they intend to send a proxy to a meeting.

6.3. SECRETARIAT

CFA will provide an appropriate secretariate for the Steering Committee who will be responsible for:

- minute taking
- maintaining the Action/Decision Register
- providing support to the Chair in the:
 - scheduling of meetings
 - creation and dissemination of the agendas and papers.

6.4. MEETINGS

Frequency

The Steering Committee will meet on a monthly basis, with extraordinary meetings scheduled as required.

Extraordinary Meetings

If there is a need for Steering Committee to meet to consider urgent matters, an extraordinary meeting may be called by the Chair. Where an extraordinary meeting is called, members will be given two (2) business days' notice and provided a briefing paper to explain the nature of the urgent matters. Alternatively, if a meeting is unable to be called on short notice, decisions can be made out-of-session utilising a briefing and decision paper which will be circulated to members of the Steering Committee via e-mail.

6.5. AGENDAS, MINUTES AND REPORTING

Papers will be sent to members five (5) business days before each meeting. Papers will comprise:

- the date, venue and agenda for the upcoming meeting.
 - the minutes of the previous meeting.
 - an up-to-date copy of the Action/Decision Register.
 - a progress report for the program.
 - papers requiring decisions.
 - any other documents/information to be considered at the meeting.
-

SCHEDULE 4 – FMR EVENTS AGREED BETWEEN AV AND CFA AS AT MOU COMMENCEMENT

The following events that occur within CFA's area of responsibility throughout country areas of Victoria:

9D1	CARDIAC OR RESP ARREST/DEATH: INEFFECTIVE BREATHING
9E1	CARDIAC OR RESP ARREST/DEATH: NOT BREATHING AT ALL
9E2	CARDIAC OR RESP ARREST/DEATH: UNCERTAIN BREATHING
9E3	CARDIAC OR RESP ARREST/DEATH: HANGING
9E4	CARDIAC OR RESP ARREST/DEATH: STRANGULATION
9E5	CARDIAC OR RESP ARREST/DEATH: SUFFOCATION
12D1	CONVULSIONS/FITTING: NOT BREATHING (AFTER KEY QUESTIONING)
12D1E	CONVULSIONS/FITTING: NOT BREATHING (AFTER KEY QUESTIONING) (EPILEPTIC/PHX)
14E1	DROWNING/DIVING: ARREST (OUT OF WATER)
14E2	DROWNING/DIVING: UNDERWATER (NON-SPECIALISED RESCUE)
15E1E	ELECTROCUTION/LIGHTNING: NOT BREATHING/INEFFECTIVE BREATHING
17D2E	FALLS: ARREST (ENVIRONMENTAL PROBLEMS)
17D2P	FALLS: ARREST (PUBLIC PLACE)
21D1M	HAEMORRHAGE: ARREST (MEDICAL)