



North West Ambulance Service



NHS Trust

Delivering the right care, at the right time, in the right place

## **Memorandum of Understanding**

**Community Public Access Defibrillators (CPADs)**

**(Section 3.7 onwards)**

**and**

**Static Automated External Defibrillators (AEDs)**

Asset no: \_\_\_\_\_

Site: \_\_\_\_\_

## Document revision record

Version	Date of amendment	Date of release	Amendment by	Reason for amendment
PROOF	24/02/2016		S. Harris	Creation of document
1.0	09/03/2016		R Hussey	Comments
1.1	13/04/2016	14/04/2016	D.McNally	Wording and sign off
2.0	17/05/2016	17/05/16	CRT Managers	Change of wording and defib form added
2.1	20/12/16	20/12/16	C Pickstock	Addition of CPAD online portal link
2.2	21/3/17	21/3/17	C. Pickstock	Amended internal check form-pg 9
2.3	22/03/2017	22/03/2017	R. Hussey	Additions to 3.11 – Cabinet advice
2.4	5/6/17	5/6/17	C Pickstock	Amendments to front cover and S 2.6, 3.2, 3.7, 3.10-12 Amendment to check form instruction
2.5	17/7/17	17/7/17	CP/RH	
2.6	19/07/2017	19/07/2017	R. Hussey	Creation of section 4. Defibrillator availability.
2.7	15/03/2019	15/03/2019	G Quinn – Merseyside Fire and Rescue Authority	Amending to suit the requirements between NWAS and MFRA

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## 1. Introduction

- 1.1. This Memorandum of Understanding defines the responsibilities of the two parties, North West Ambulance Service NHS Trust (NWAS/the Trust) and Merseyside Fire and Rescue Authority (the Site) in the provision of Automated External Defibrillators (AEDs) and Basic Life Support (BLS) to persons suffering a sudden cardiac arrest, until the arrival of the statutory ambulance response.
- 1.2. Both parties shall comply with all statutory obligations, enactments and regulations and legal, professional and ethical requirements relating directly to its provision of services. As soon as is reasonably practicable, both parties shall notify each other of any incident or proceedings arising from a breach of its responsibilities that may affect its ability to fulfil its obligations under this Memorandum of Understanding.
- 1.3. Each party will take full responsibility for its own risk. The Trust has Clinical Negligence cover which covers trained members of the responder scheme engaged on authorised activities and working within their protocols. The Trust will provide Insurance for its own assets. Where equipment is not supplied by the Trust, the Site will be responsible for arranging insurance to cover the loss, theft or damage of the AED and or the cabinet.
- 1.4. The period covered by this Memorandum of Understanding is from the date of signing and shall continue until either party terminates the Memorandum by written notification to the other party, notwithstanding the need for review.
- 1.5. Termination of this agreement will be in writing by either party, with a minimum of one month's notice.

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## 2. Responsibilities of the Trust

- 2.1. The AED's, any cabinets and consumable items are to be supplied by the Site and will remain the property of the Site.
- 2.2. The Site will be responsible for any maintenance to the equipment.
- 2.3. In the event of an AED being deployed and the electrode pad packet either being opened, or the pads being placed on a patient the Trust will endeavour to visit the site and, subject to operational capacity:
  - i. Provide a liaison between the Site and the Trust to facilitate an effective debrief following a cardiac arrest.
  - ii. Download the AED to access the incident data for audit and feedback to the Site & ongoing clinical care of the patient if required.
- 2.4. **At CPAD sites** - the AED is available 24 hours a day for public use:
- 2.5. The Trust will ensure that the AED is repatriated to the Site as quickly as possible after any use or other incident which involved it leaving the Site. *A yellow repatriation tag and unique asset number will be provided at time of registration.*

## 3. Responsibilities of the Site

- 3.1. Where an AED is provided in a workplace, it is classified as work equipment under "The Provision and Use of Work Equipment Regulations 1998". Failure to inspect the equipment and to train persons in its use would be a breach of the regulations by the employer.
- 3.2. In the event of an AED not being in working order, or being unavailable for any other reason, the Site will contact the Trust as soon as possible to inform them of the AED's status. *The status of the AED should be checked weekly and maintained for internal use.*
- 3.3. Where the Site is required to train its staff in AED use and BLS, this should be completed to a standard in line with the latest Resuscitation Council (UK) Guidelines.

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- 3.4. The Site will identify consumable items including but not limited to, electrode pads and batteries prior to the relevant expiry date as soon as is reasonably practicable and in time to replace them before the expiry of the current items.
- 3.5. **At CPAD sites**, (regardless of device ownership) the site will be responsible for the replacement of battery packs, batteries, electrodes upon expiry or deployment.
- 3.6. The Defibrillator Cabinet will be maintained by the Site. Whilst the Cabinet is within its Warranty period, the Manufacturer will have responsibilities for any faults identified.
- 3.7. The Site will inform the Trust in the event of an AED being deployed as soon as the Site becomes aware of the deployment and informing the Trust should the site need to go 'off line' and not be available for any reason.
- 3.8. **At CPAD Sites:**
- i. All CPAD sites must be reported to NWAS Community Resus Team and further approved before they can be considered functional and registered on NWAS emergency system. This is to confirm that the proposed location is suitable for easy access by laypersons and as far as practicable, free from obvious risks. Appropriate signage must remain in place. *NWAS will provide a minimum standards check list.*
  - ii. Each CPAD site will have a designated 'Custodian' who should be identified at the beginning of the CPAD development *and documented on the registration form.*
  - iii. The Custodian will be responsible for checking the cabinet and AED equipment weekly to ensure its status remains operational. Copies of those checks [will](#) be logged on the Red Kite system. The Site will give evidence of these checks upon request by the Trust.
  - iv. The Site is also responsible for liaising with the Trust regarding the repatriation of the AED once deployed.
- 3.9. *NWAS can advise on supported equipment prior to the site going live but choice of equipment should comply with NWAS minimum standards checklist. Coded cabinets should comply with NWAS recommended and preferred code and confirmed prior to CPAD registration. Where NWAS provides advice and guidance on CPAD cabinets available, it is done in good faith and the Trust is in no way responsible for any failures or faults of those Cabinets, including access failures.*

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3.10. Upon liaison with the NWS CPAD team, a satisfactory return of a signed Memorandum of Understanding, a Custodian being in place, the Trust will inform its Emergency Operations Centre (EOC) of the installation details and a code for the external cabinet. *Only Once EOC confirms this registration the site will be deemed live.*

**4. Defibrillator availability and state of readiness**

4.1. The availability and rescue ready status of any Defibrillator is dependent on manufacturers recommended checks, and those periodic checks indicated by NWS being undertaken by nominated person/s on site. Should NWS send someone to access Defibrillator equipment in an emergency, or any person undertaking to access the Defibrillator equipment themselves, it is done so on the understanding that the Defibrillator equipment will be in place, easily accessible and in a rescue ready state. NWS is in no way responsible for equipment not in place, or that is difficult to access, or not in a rescue ready state of operation. Recommended and periodic checks as indicated will mitigate the risk of Defibrillator equipment not being available or in a rescue ready state.

I confirm that I have read and understood the Memorandum of Understanding and agree to comply with the requirements set out within that document.

It is not intended that this Memorandum of Understanding is a legally binding contract.

**On behalf of the Trust:**

Name: Nick Blair \_\_\_\_\_  
 Area: Cheshire & Merseyside  
 Community Resuscitation Development Officer

Signature \_\_\_\_\_

**Nick Blair**  
**North West Ambulance Service**

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**On behalf of the Site:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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**AED**

<b>AED (Automated External defib)</b> Located internally <input type="checkbox"/>	<b>CPAD (Community public access defib)</b> Located externally to the site in a cabinet <input type="checkbox"/>
<b>Number of AED's or CPAD's on site</b>	
<b>Site name or owner</b>	
<b>Site type (e.g. school, gym)</b>	
<b>Full address of AED or CPAD must include postcode</b>	
<b>Exact location of AED or CPAD (e.g. outside on wall/ main reception)</b>	
<b>Between what times of the day is the AED or CPAD available</b>	
<b>Defibrillator make and model</b>	
<b>Defibrillator serial number</b>	
<b>External cabinet make and model</b>	
<b>CPAD Access:</b> Locked <input type="checkbox"/> Unlocked <input type="checkbox"/>	<b>CPAD unlock code</b> (provided by NWAS prior to installation) <input type="text"/>
<b>Date AED or CPAD placed</b>	
<b>Contact guardian name for the AED or CPAD</b>	
<b>Contact guardian number and email address</b>	
<b>Asset Number (for internal use only)</b>	

Please note the details provided are for information only, with no transfer of responsibility to NWAS of privately owned AED's. By completing this form you agree the Ambulance Service can direct members of the public in certain emergencies to access the equipment.

It is important to ensure that your AED is checked weekly to maintain a good condition and is accessible at all times during premises opening hours. If you are registering a CPAD please ensure that the defibrillator and cabinet are checked weekly. These checks need to be reported to NWAS. Please ensure there is 24 hour accessibility to the cabinet and signpost the location of your AED or CPAD locally. Further details and local contacts can be found on the CardiacSmart website [www.cardiacsmart.nwas.nhs.uk](http://www.cardiacsmart.nwas.nhs.uk).

Please send this form via email to [Nicholas.Blair@NWAS.NHS.UK](mailto:Nicholas.Blair@NWAS.NHS.UK)

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