

WVEMS BOARD OF DIRECTORS
Thursday, June 8, 2017
Salem Civic Center
Parlor C

AGENDA

Executive Committee - 1:30 PM
Full Board - 2:00 PM

1. Call to Order
2. Introduction of Guests
3. Secretary's Report
 - a. Minutes - March 09, 2017 meeting [pdf3-9-17 Minutes - Complete \(469 KB\)](#)
4. Treasurer's Report
 - i. FY 2017 Year-to-Date Financial Report - Unaudited [pdfTreasurer's Report \(21 KB\)](#)
5. Reports and Action Items
 - . Executive Committee
 - i. Awards Program Report [See List of Winners Here](#)
 - ii. Revision to Procurement Policy [pdfProcurement Policy \(87 KB\)](#)
 - a. Medical Direction
 - i. Protocol Revisions - Progress Report (Charles Lane, MD/Cathy Cockrell)
 - ii. Regional Protocols - Board Acknowledgement
 - iii. Supply Exchange Program - Board Acknowledgement
 - iv. Medication Kit Exchange Program - Board Acknowledgement
 - v. New CE and Initial Program Funding Programs (Rob Logan & Cathy Cockrell)
 - vi. Future Certification Courses (Rob Logan & Cathy Cockrell)
 - b. Performance Improvement Workgroups (Meets same day as Board) (Cathy Cockrell)
 - c. Near Southwest Preparedness Alliance (NSPA) - (David Linkous)
 - i. Hospital Diversion Plan - Board Acknowledgement [pdfHOSPITAL DIVERSION PLAN \(249 KB\)](#)
6. State EMS Advisory Board Report (Jason Ferguson)
7. EMS Financial Assistance - Current Cycle Report (Rob Logan)
8. New Business
 - . Special Presentation (Held over from last meeting)
9. President's Report
10. Staff Reports
11. Public comments
12. Adjourn

**WESTERN VIRGINIA EMERGENCY MEDICAL SERVICES COUNCIL
BOARD OF DIRECTORS**

DRAFT MEETING MINUTES

DATE: June 8, 2017

LOCATION: Salem Civic Center, Parlor C

Directors Present

Joe Coyle
Steve Davis
Tim Duffer
Steve Eanes
Jason Ferguson
Rodney Haywood
Mike Jefferson
David Linkous
Rob Logan
Ryan Muterspaugh
Matt Rickman
Kris Shrader
Eric Stanley, DO
Joe Trigg
Valerie Tweedie
Dale Wagoner
Ford Wirt

Staff Present

Cathy Cockrell
Mike Garnett
Gene Dalton
Chris Christensen
Sandi McGrath

Guests Present

None

TO ORDER

Vice President Dale Wagoner called this regular meeting of the Board of Directors to order at 2:00 PM.

SECRETARY'S REPORT

Executive Director Rob Logan presented minutes of the last meeting as distributed. He called for any corrections or additions.

Motion was made and seconded to approve. **Motion CARRIED.**

TREASURER'S REPORT

Treasurer Joe Coyle presented the FY 2017 year-to-date treasurer's report. Mr. Coyle noted that all was in order. He called the board's attention to the fact that the salary account appears somewhat high, but the number reported includes the portion for which NSPA reimburses the Council, which is reflected as "NSPA offset revenue" in the revenue section of the report.

Also, he noted that some program revenue for the Roanoke Intermediate program was booked last year, but the course actually took place in the current year, so program revenue is somewhat understated.

Ms. Tweedie inquired about the revenue balance. Mr. Logan responded that the OEMS quarterly payment was paid in arrears, and we are now two-thirds through the fourth quarter.

That account will be made whole at year-end. Ms. Tweedie also asked what the line item shown as "TDA" on the balance sheet revenue section. Staff response: This is payroll-deducted contributions to a voluntary tax-deferred annuity. Funds are withheld every payday, but are transferred to Mutual of America monthly.

Motion was made and seconded to receive the report year-end report. **Motion CARRIED.**

EXECUTIVE COMMITTEE

The executive committee met prior to the regular meeting.

The awards program was held on May 23. While the weather kept attendance smaller than anticipated, the event was a success. Winners are listed on the WVEMS website. Mr. Logan recognized the Excellence in EMS winner Daryl Hatcher, and the Summerlin Award winner Neal Turner. Cathy Cockrell read the other winners. Mr. Wagoner expressed his appreciation to Cathy Cockrell and the rest of the staff for making the awards event a success, and to the attendees.

The executive director discussed revisions to the council's procurement policy. Because our policy will be used in the upcoming CE funding program (to be explained later), it is necessary to modify and improve the policy. The spending limits in the three categories of purchases were not changed. The procurement policy is part of the council's fiscal management policy.

Motion of the Committee to adopt the revised policy was offered. **Motion CARRIED.**

Mr. Logan presented a recommendation to switch the council's healthcare insurance coverage from Aetna to Anthem. The current Aetna policy has a very high out-of-pocket maximum, and the recommended Anthem policy also offers lower deductibles and co-payments. The cost difference would be offset by assessing each employee \$30 per pay period toward the premium. Mr. Eanes asked if funds were available to cover the difference. Discussion included the potential to offer a pay increase or other means of covering the extra expense to be reviewed by the Executive Committee in the coming few months.

Motion of the Committee to accept the Anthem proposal, and to assess each employee \$30 per pay period toward the health insurance premium was offered. **Motion CARRIED.**

The executive director explained the need to perform some renovations of the conference rooms and administrative assistant's office. Quotes have been obtained. He requested authorization to expend up to \$10,000 to complete the renovations.

Motion of the Committee to approve the expenditure of up to \$10,000 for office renovations was offered. **Motion CARRIED.**

The executive director requested approval to file a special funding request with the Virginia Office of EMS for funds to replace the repeaters on Peak's Knob in Pulaski County. This mechanism for funding was recommended by officials at OEMS.

Motion of the Committee to authorize the submission of a special funding request to replace med channel repeaters and related equipment on Peak's Knob was offered. **Motion CARRIED.**

MEDICAL DIRECTION COMMITTEE

Protocol Updates

Dr. Stanley reported on the status of protocol updates. He explained some of the changes that will be included in the new version which is expected to roll out sometime this fall.

The executive director reported that it is a contract requirement to reaffirm our operational protocols annually. There have been no changes since the last affirmation.

Motion was made and seconded to reaffirm the WVEMS protocols. **Motion CARRIED.**

The executive director reported that it is a contract requirement to reaffirm our supply and medication kit exchange agreements and program annually. Some minor technical aspects of the agreements were modified slightly in the current version.

Motion was made and seconded to reaffirm the WVEMS supply exchange agreements and programs. **Motion CARRIED.**

Motion was made and seconded to reaffirm the WVEMS medication kit exchange agreements and programs. **Motion CARRIED.**

The executive director and Ms. Cockrell, Training Program Director explained the current OEMS contract for funding for Category 1 CE and auxiliary programs. At least seven instructor network meetings will be held to roll out this program to the instructors, Education Coordinators, and ALS Coordinators in the region. They explained the highlights of the MOU, and asked the board's approval to enter into the agreement.

Motion was made and seconded to enter into the memorandum of understanding with the Virginia Department of Health, Office of EMS to fund category 1 continuing education and auxiliary programs. **Motion CARRIED.**

Mr. Logan and Dr. Stanley reported that the Medical Direction Committee has decided that the council will no longer offer Intermediate courses.

Motion was made and seconded to affirm the Medical Direction Committee's decision to no longer offer council-sponsored Intermediate programs. **Motion CARRIED.**

PERFORMANCE IMPROVEMENT COMMITTEE

Trauma and General Performance Improvement Subcommittees

Ms. Cockrell asked Field Coordinator Chris Christensen to report for the Performance Improvement /Trauma Triage Committee. This committee met today. The committee developed and adopted research topics for the coming year. Other performance improvement-related matters were discussed.

NSPA

David Linkous, board member representing the Near Southwest Preparedness Alliance, reported for NSPA. NSPA is working on the development of a model evacuation plan. Several representatives from NSPA staff members, member hospitals and organizations attended the Healthcare Preparedness Academy in Fredericksburg last week.

The board was asked to reaffirm the Hospital Diversion Plan, which is developed and updated by NSPA.

Motion was made and seconded to reaffirm the WVEMS supply and medication kit exchange agreements and programs. **Motion CARRIED.**

EMS Advisory Board

Jason Ferguson provided an oral report. He was not in attendance at the last Advisory Board meeting, and draft minutes are not yet available. Mr. Ferguson and Mr. Logan reported that there were no major action items. Further information will be available at a later date.

EMS Financial Assistance

The executive director attended FARC meetings in Richmond on June 1 and 2. Our current contract with OEMS prohibits us from disclosing the results. Board members are encouraged to contact Mr. Logan directly with any questions. He reported the following:

Total requests – 134 applications, 240 items, \$10.8 million
To award – \$3.95 million
Total actually awarded - \$4,086,453 (37.8%)
In the WVEMS region - \$959,435 requested, \$651,446 awarded (67.8%)

NEW BUSINESS

Mr. Jefferson distributed a flyer on upcoming mental health training to be offered by the Danville Fire Department.

PRESIDENT'S REPORT

Mr. Wagoner reported 67 percent of directors in attendance.

STAFF REPORTS

Rob Logan - none

Cathy Cockrell – A new temporary protocol has been developed by Dr. Lane to address the shortage of Dextrose 50. It will be announced to all providers by tomorrow (June 9).

Chris Christensen – none

Mike Garnett – none

Gene Dalton - none

Sandi McGrath – none

HEARING OF THE PUBLIC

None

Being no further business, the meeting was adjourned at 3:20 PM.

/s Robert Logan, Executive Director

WESTERN VA EMS COUNCIL
UNAUDITED TREASURER'S REPORT
AS OF MAY 31, 2017

| REVENUES | BUDGET | TOTAL | % YTD |
|--|------------------|------------------|---------------|
| STATE GOVERNMENT (OEMS CONTRACT) | 440,000 | 311,588 | 70.82% |
| LOCAL GOVERNMENT | 133,000 | 137,033 | 103.03% |
| UNITED WAYS | 3,000 | 850 | 28.33% |
| CONTRIBUTIONS | 1,000 | | 0.00% |
| NSPA/VHHA PROGRAM REVENUE | 534,000 | 496,755 | 93.03% |
| DIRECT PROGRAM INCOME (Tuitions, grants, VDH/OEMS) | 215,000 | 113,926 | 52.99% |
| VA EMS SYMPOSIUM | | 16,500 | 0.00% |
| NSPA OFFSET REVENUE (Contract for services) | 12,000 | 65,193 | 543.28% |
| RENT INCOME (NSPA) | 18,000 | 16,500 | 91.67% |
| OTHER INCOME - SALE OF ASSET | 0 | | 0.00% |
| CREDIT CARD HOSTING FEE | | 798 | |
| ROLLOVER FROM FY13 SURPLUS (BOARD APPROVED) | 0 | | 0.00% |
| INVESTMENT / GAINS/LOSSES | 14,000 | 6,154 | 43.96% |
| TOTAL REVENUES | 1,370,000 | 1,165,297 | 85.06% |
| | | | |
| EXPENDITURES | BUDGET | TOTAL | % YTD |
| SALARIES / WAGES (WVEMS) | 430,000 | 447,629 | 104.10% |
| PAYROLL TAXES (FICA) | 32,895 | 33,911 | 103.09% |
| VEC | 1,200 | 82 | 6.85% |
| 403(b) / RETIREMENT | 21,500 | 18,976 | 88.26% |
| HOSPITAL / MEDICAL INSURANCE | 54,000 | 40,923 | 75.78% |
| LIFE INSURANCE/DISABILITY | 10,000 | 10,285 | 102.85% |
| DENTAL INSURANCE | 4,000 | 2,363 | 59.08% |
| PROFESSIONAL SERVICES/FEES | 8,500 | 9,014 | 106.05% |
| MEDICAL DIRECTION ASSISTANCE | 1,000 | | 0.00% |
| MAINTENANCE / REPAIRS / SERVICE CONTRACTS | 2,000 | 2,385 | 119.25% |
| OCCUPANCY (Utilities, repairs, NRV rent etc.) | 22,000 | 19,048 | 86.58% |
| POSTAL / SHIPPING | 2,000 | 2,018 | 100.88% |
| TELECOMMUNICATIONS | 14,000 | 12,082 | 86.30% |
| SUPPLIES (ADMIN) | 9,705 | 10,202 | 105.12% |
| EQUIPMENT | 9,000 | 1,666 | 18.51% |
| INSURANCE | 8,000 | 9,620 | 120.24% |
| DIRECT PROGRAM EXPENSES | 162,000 | 121,560 | 75.04% |
| NSPA/VHHA/MRC PROGRAM EXPENSES | 509,000 | 496,755 | |
| PRINTING / PUBLICATIONS | 3,500 | 1,607 | 45.90% |
| TRAVEL / LODGING | 6,000 | 3,242 | 54.04% |
| FUEL/VEHICLE MAINTENANCE | 15,000 | 8,758 | 58.39% |
| MEETING SUPPORT | 1,200 | 755 | 62.88% |
| DUES / MEMBERSHIP FEES | 1,600 | 1,344 | 84.00% |
| STAFF DEVELOPMENT | 12,500 | 3,081 | 24.65% |
| CISM PROGRAM COSTS | 2,000 | 1,235 | 61.77% |
| COMMUNICATION SITE RENTAL | 8,100 | 7,900 | 97.53% |
| COMMUNICATIONS WIRELINES | 7,500 | 8,593 | 114.58% |
| COMMUNICATIONS MAINTENANCE | 4,000 | 3,375 | 84.38% |
| COMMUNICATIONS UTILITIES | 800 | 489 | 61.18% |
| COMMUNICATIONS INSURANCE | 3,000 | 2,750 | 91.67% |
| COMMUNICATIONS EQUIPMENT | 4,000 | | 0.00% |
| TOTAL EXPENDITURES | 1,370,000 | 1,281,649 | 93.55% |

PROGRAM

| REVENUE (PROGRAM ACCOUNTS) | TOTAL |
|-------------------------------------|----------------|
| OEMS FUNDS - INTERMEDIATE | 12,518 |
| OEMS FUNDS - ENHANCED | |
| PROGRAM SERVICE FEES | 270 |
| PROTOCOL, ETC. SALES | 30 |
| TEXTBOOK SALES | 5,608 |
| CONSOLIDATED TESTING | 33,850 |
| DRUG BOX ENTRANCE FEES | 9,689 |
| GRANTS & SPECIAL PROJECTS | |
| SALES - CONSUMER GOODS | |
| WEB DATABASE | |
| PROCESSING FEES | |
| PROGRAM FEES - MONROE HEALTH CENTER | |
| PROGRAM TUITION - INTERMEDIATE | 49,500 |
| PROGRAM TUITION - ENHANCED | |
| PROGRAM TUITION - ADJUNCT | 2,400 |
| PROGRAM TUITION - CARDIC | |
| PROGRAM TUITION - OTHER | |
| PROGRAM TUITION - | |
| PROGRAM TUITION - NRVTC | |
| ID CARD SALES | 60 |
| COMMUNITY COLLEGE COURSE REVENUE | |
| TOTAL REVENUES | 113,926 |

| EXPENSES (PROGRAM ACCOUNTS) | TOTAL |
|---------------------------------------|----------------|
| CONTRACTS FOR SERVICES (INTERMEDIATE) | 45,195 |
| CONTRACTS FOR SERVICES (ENHANCED) | |
| CONTRACTS FOR SERVICES (ADJUNCT) | 924 |
| CONTRACTS FOR SERVICES (CARDIAC) | |
| CONTRACTS FOR SERVICES (SPEC. PROJ.) | |
| CONTRACTS FOR SERVICES (ALS TEST) | 4,125 |
| CONTRACTS FOR SERVICES (CTS) | 24,304 |
| CONTRACTS FOR SERVICES (CE WEEKENDS) | 3,889 |
| CONTRACTS FOR SERVICES (DRUG TESTING) | |
| CONTRACTS FOR SERVICES (EMT) | |
| PAYROLL TAXES (FICA) | 5,047 |
| VEC | 206 |
| RENT - NRV TRAINING CENTER | 1,370 |
| POSTAGE (NRVTC) | |
| SUPPLIES (Programs) | 9,352 |
| SUPPLIES (CTS) | 4,230 |
| SUPPLIES (ALS TESTING) | |
| SUPPLIES (EDUCATION) | 693 |
| SUPPLIES (NRVTC) | 157 |
| TEXTBOOKS (EMT-I) | |
| TEXTBOOKS (ALS) | |
| TEXTBOOKS (ITLS) | |
| TEXTBOOKS (AMLS) | |
| TEXTBOOKS (NRV) | 798 |
| EQUIPMENT (ALS TESTING) | |
| INSURANCE | 1,121 |
| PRINTING / PUBLICATIONS (EDUCATION) | |
| PRINTING / PUBLICATIONS (NRVTC) | |
| AMLS CERTIFICATES AND CARDS | |
| GRANTS & SPECIAL PROJECTS | 5,094 |
| DRUG BOX EXCHANGE | 12,459 |
| CREDIT CARD DISCOUNT | 2,596 |
| MERCHANDISE FOR RESALE | |
| ID CARD PROGRAM | |
| COMMUNITY COLLEGE FEES | |
| TUITION REIMBURSEMENT - ENHANCED | |
| TUITION REIMBURSEMENT - INTERMEDIATE | |
| TOTAL EXPENDITURES | 121,560 |

WESTERN VIRGINIA EMS COUNCIL, INC.

Balance Sheet
May 31, 2017

ASSETS

Current Assets

| | | | |
|-----------------------|----|-----------|------------|
| FSA CASH | \$ | 2,466.25 | |
| SUNTRUST CHECKING | | 99,365.91 | |
| SUNTRUST PAYROLL | | 40,681.33 | |
| BNC MONEY MARKET | | 65,863.85 | |
| Western 14 Task Force | | 1,904.17 | |
| PREPAID EXPENSES | | 14,444.34 | |
| ACCOUNTS RECEIVABLE | | 25,969.09 | |
| DUE FROM NSPA | | 33,931.87 | |
| TUITION RECEIVABLE | | 2,000.00 | |
| INCOME TRANSFER | | 2,162.39 | |
| | | | |
| Total Current Assets | | | 288,789.20 |

Property and Equipment

| | | | |
|------------------------------|--|--|------|
| Total Property and Equipment | | | 0.00 |
|------------------------------|--|--|------|

Other Assets

| | | | |
|--------------------------------|--|--------------|------------|
| FRANKLIN TEMPLETON-AMERIPRISE | | 139,191.36 | |
| COMMUNICATIONS EQUIPMENT | | 147,760.59 | |
| MISCELLANEOUS EQUIPMENT | | 341,043.53 | |
| OFFICE EQUIPMENT | | 40,316.15 | |
| BUILDING | | 175,223.00 | |
| LAND | | 201,600.00 | |
| BLDG. IMPROVEMENTS | | 74,792.94 | |
| GENERATOR BUILDING & EQUIPMENT | | 16,672.25 | |
| ACCUMULATED DEPRECIATION | | (390,059.78) | |
| | | | |
| Total Other Assets | | | 746,540.04 |

| | | | |
|--------------|----|--|---------------------|
| Total Assets | \$ | | <u>1,035,329.24</u> |
|--------------|----|--|---------------------|

LIABILITIES AND CAPITAL

Current Liabilities

| | | | |
|-------------------------------|----|------------|-----------|
| ACCOUNTS PAYABLE | \$ | 1,000.00 | |
| FEDERAL WITHHELD | | 32.85 | |
| FICA WITHHELD AND ACCRUED | | 141.11 | |
| MEDICARE | | 33.08 | |
| STATE WITHHELD | | 5.57 | |
| TDA | | (1,306.54) | |
| ACCRUED SALARIES | | 36,701.68 | |
| SALES TAX PAYABLE | | 1.59 | |
| DUE TO CC HOSTING | | 500.00 | |
| W14 CUSTODIAL LIABILITY | | 1,904.17 | |
| FLEX SPENDING ACCOUNT-MEDICAL | | 2,080.28 | |
| DEFERRED REVENUE | | 10,511.41 | |
| | | | |
| Total Current Liabilities | | | 51,605.20 |

Long-Term Liabilities

| | | | |
|-----------------------------|--|--|------|
| Total Long-Term Liabilities | | | 0.00 |
|-----------------------------|--|--|------|

| | | | |
|-------------------|--|--|-----------|
| Total Liabilities | | | 51,605.20 |
|-------------------|--|--|-----------|

Unaudited - For Management Purposes Only

WESTERN VIRGINIA EMS COUNCIL, INC.

Balance Sheet

May 31, 2017

Capital

| | |
|-----------------------------|---------------------|
| FUND BAL. UNRESTRICTED | 707,162.00 |
| FUND BAL. UNRESTRICTED DES. | 55,036.00 |
| RETAINED EARNINGS | 346,843.50 |
| FUND BALANCE TEMP. RESTR. | 20,374.00 |
| Net Income | <u>(145,691.46)</u> |

Total Capital 983,724.04

Total Liabilities & Capital \$ 1,035,329.24

Current WVEMS Procurement Policy

Purchase Orders and Procurement

Purchase Orders are not used on a regular basis for small purchases. As requested by an appropriate staff member, the Administrative Assistant will produce a Purchase Order. Purchases, excluding expenses pre-approved by the Treasurer, exceeding \$5,000 but less than \$10,000, require three competitive quotes before purchase. Vendor is chosen at the discretion of the Executive Director. If the Executive Director chooses to forgo the quote process because a vendor is the sole source of an item, the Treasurer will be asked to approve the purchase. Purchases exceeding \$10,000 or more are put to competitive bid (excluding NSPA purchases for which competitive bids are not required by state and/or federal guidelines). **Exception: Purchases made from the State Contract Purchasing System (eVA) or pricing based on the state contract price have been pre-negotiated and do not require competitive bidding.**

Proposed WVEMS Procurement Policy

These policies are applicable to the purchase of all goods and services. Generally a sufficient number of sources must be solicited in order to identify the best source and cost for council purchases.

Intermediate and major purchases utilizing State contract pricing (or seeking equivalent state contract pricing), or “piggybacking” on existing local government purchasing contracts are considered pre-negotiated and are exempt from the policies listed below.

Taking advantage of “club” discounts, tax-exempt purchasing, and giving preference to small, women-owned and minority (SWAM) business are expected. Tax-exempt purchasing can be facilitated by using Commonwealth of Virginia Retail Sales and Use Tax Exemption letter and furnishing it to the vendor once per year. SWAM status of vendors can be obtained by visiting the state eVA purchasing website.

“Small purchases” refer to purchases of goods and services of less than \$5,000.00. “Intermediate purchases” refer to purchases greater than \$5,000.00 but less than \$10,000. “Major purchases” refer to purchases of \$10,000.00 or more.

Any staff member may be considered a “buyer” of goods and services. Any small purchase must be approved by the buyer’s supervisor or program manager, in accordance with Employee Handbook policy 8.96 (Purchasing-Credit Limits). Any intermediate or major purchase must be additionally approved by the Executive Director.

All purchases exceeding \$500.00 require the issuance of a purchase order. Purchase orders may be requested from and prepared by the administrative assistant or business manager by submitting an approved requisition.

1. **Small purchases.** Small purchases do not require competitive process or obtaining proposals or bids from multiple vendors. However, even small purchases should be researched by the buyer to determine the best source and cost for the council. Multiple prices may be obtained as reasonably needed to achieve the best sources and cost.
2. **Intermediate Purchases.** Intermediate purchases should be planned in advance to ensure sufficient funds are available. The buyer will obtain quotes from at least (3) vendors for any single item/expenditure or a combination of like-items or expenditures expected to exceed \$5,000.00 in one fiscal year. Quotes may be obtained from legitimate on-line sources or local vendors.
3. **Major purchases.** Major purchases should be planned in advance to ensure sufficient funds are available. The buyer will post a solicitation for bids on the council’s website and will seek written proposals or bids from a minimum of three (3) vendors, allowing at least 15 calendar days for response, for any single item/expenditure or a combination of like-items or expenditures expected to exceed \$10,000.00 in one fiscal year. Price quotes and sources should be submitted to the Executive Director for approval along with reasons for purchase and recommended vendor. Generally the lowest cost and responsible vendor will be selected. However the Executive Director has discretion to select another vendor based on extenuating factors that must be documented. Upon issuance of a purchase order to the selected vendor, all unsuccessful bidders shall be notified.

4. **Sole source purchases.** From time-to-time, it may be necessary or required to purchase from a sole-source vendor. Any recommendation for a “sole source” purchase by the buyer, approved by the buyer’s supervisor or program manager, with approval by the Executive Director, must be accompanied by sufficient justification and documentation. Upon approval by the Executive Director, the buyer shall request from the administrative assistant or office manager and issue a purchase order to the selected vendor.
5. **Compliance with council budget.** All purchases, small, intermediate and major, should fall within the available budget approved by the Board of Directors. Purchases outside the approved budget require prior board approval.
6. **Professional services.** In the event of a purchase of professional services, the buyer shall ensure the vendor possesses appropriate licensure, certification, and insurance prior to the start of work.
7. **Receipt and completion.** The buyer or buyer’s supervisor shall receive materials, ensure same is undamaged, in proper working order and is in accordance with specifications as prescribed in purchase or lease agreement. In the event of professional services, the buyer shall document completion of services, along with evaluations, program results, etc. as applicable. The professional services vendor must be directed to provide an invoice for services along with a federal W-9 form, Request for Taxpayer Identification Number, prior to any payment for services.

A running inventory of furniture/equipment/durable item purchases, together with identifying product numbers/description, serial numbers, purchase date and purchase price shall be entered and maintained by council staff. Furniture/equipment/durable items are also marked with an inventory tag. Depreciable assets are identified as durable assets with an anticipated lifespan of at least five years and a value of \$5000 or greater and will be noted as such using the appropriate (asset) accounting code when paid. All equipment should be inventoried annually.

VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF PURCHASING AND GENERAL SERVICES (OPGS)
109 GOVERNOR STREET
RICHMOND, VIRGINIA 23219

MEMORANDUM OF UNDERSTANDING (MOU)

MOU Number: 517-18-M032

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Understanding is entered into by Western Virginia EMS Council, hereinafter called the "Contractor" and Commonwealth of Virginia through the Department of Health, Office of Emergency Medical Service, 1041 Technology Park Drive, Glen Allen, Virginia 23059, hereinafter called the "Department."

WHEREAS, The Virginia Office of EMS desires to enter into an Agreement with the Contractor to provide the services to the Purchasing Agency as set forth in this Memorandum of Understanding.

WHEREAS, The contractor desires to perform such services;

THEREFORE, in consideration of their respective undertakings, the Department and the Contractor hereby covenant and agree to the following terms.

- II. **PERIOD OF AGREEMENT:** From July 1, 2017 through June 30, 2018
- III. **PURPOSE:** The intent and purpose of this MOU is to establish an agreement with an EMS Regional Council that shall provide course(s) of instruction for Auxiliary and CE training courses approved by the Purchasing Agency.
- IV. **SCOPE OF SERVICES:** The Contractor shall provide the services to the Purchasing Agency as set forth in this MOU, the Emergency Medical Services (EMS) Regulations in the Virginia Administrative Code, 12 VAC 5-31 for Auxiliary and CAT 1 CE Courses being held in various FIPS.
- V. **DELIVERABLES:**

A. AUXILIARY COURSE:

The Contractor shall:

1. Submit Course Approval Request form(s) at least 45 days prior to the begin date of the course.
 - a. Failure to submit within this timeframe shall result in a 25% reduction in the value of this MOU pertaining to the individual course.

2. Provide the Purchasing Agency with the services required by OEMS policies and 12VAC5-31 of state EMS regulations.
3. Conduct the contracted course as designed by the respective approving body or parent organization.
4. Submit the signed Course Roster (Form TR-06) together with, the continuing education scan cards if the CE is not submitted electronically to the OEMS within fifteen (15) days of the date the course was conducted.
5. Submit a current Substitute W-9, Request for Taxpayer Identification Number and Certification upon the request of Purchasing Agency. The Substitute W-9 is required as certification of Tax Payer Identification Number (social security number for individual contractors or the federal employer identification number for proprietorships, partnerships, and corporations).
6. Submit a list of any subcontractor employed to support or provide services under this contracted course. The Contractor shall inform any subcontractor the requirements of Section VII General Terms and Conditions, paragraphs D and K and, Section VIII Special Terms and Conditions, paragraphs C and H. Information to be provided in the subcontractor report includes:
 - a. Name
 - b. Certification #, if applicable,
 - c. Address
 - d. Telephone
 - e. Email
 - f. Role/Planned Involvement
 - g. Planned Contract Amount (\$ or %)
7. Be obligated:
 - a. To pay the subcontractor(s) as prescribed by the contractor's respective procurement policies and receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Purchasing Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
8. Must submit quarterly reports for all Auxiliary course types to include:
 - a. Names of participating students
 - b. Certification numbers of participating students
 - c. Dates of classes
9. Must provide for payment:
 - a. An approved OEMS invoice quarterly to include:
 1. The number of students taught
 2. Type of Auxiliary course
 3. FIPS code of the course
10. Must submit a year-end report to include:
 - a. The number of students who participated
 - b. The type of Auxiliary course
 - c. The FIPS code the course was offered in
11. Any items subcontracted from this MOU must go through a competitive bid process and will be required to report the above listed items (8-10).

B. CATEGORY 1 CE COURSES

The Contractor shall:

1. Provide the Purchasing Agency with the services required by OEMS policies and 12VAC5-31 of state EMS regulations.
2. Conduct the contracted course as designed by OEMS based upon the content in the Virginia Emergency Medical Services Education Standards (VEMSES). Category 1 funded program shall not be comingled with another MOU funded program.
3. Submit the signed Course Roster (Form TR-06) together with an OEMS approved invoice and the continuing education scan cards if the CE was not submitted electronically to OEMS within fifteen (15) days of the date the course was conducted. CE credit invoiced, and represented on the Course Roster will be compared to the appropriate CE record.
4. Submit a current Substitute W-9, Request for Taxpayer Identification Number and Certification upon the request of Purchasing Agency. The Substitute W-9 is required as certification of Tax Payer Identification Number (social security number for individual contractors or the federal employer identification number for proprietorships, partnerships, and corporations).
5. Submit a list of any subcontractor employed to support or provide services under this contracted course. The Contractor shall inform any subcontractor the requirements of Section VII General Terms and Conditions, paragraphs D and K and, Section VIII Special Terms and Conditions, paragraphs C and H. Information to be provided in the subcontractor report includes:
 - a. Name
 - b. Certification #, if applicable,
 - c. Address
 - d. Telephone
 - e. Email
 - f. Role/Planned Involvement
 - g. Planned Contract Amount (\$ or %)
6. Be obligated:
 - a. To pay the subcontractor(s) as prescribed by the contractor's respective procurement policies and receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Purchasing Agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
7. Must submit quarterly, CE reports for all Category 1 CE courses to include:
 - a. Names of participating students
 - b. Certification numbers of participating students
 - c. Dates of classes
8. Must provide for payment:
 - a. An approved OEMS invoice quarterly to include:
 1. The number of students taught
 2. Type of CE course
 3. FIPS code of the course
9. Must submit a year-end report to include:
 - a. The # of Category 1 CE hours taught
 1. By FIPS code of the course

- b. The number of students participated
 - 1. By FIPS code of the course
- 10. Any items subcontracted from this MOU must go through a competitive bid process and will be required to report the above listed items (7-9).

VI. COMPENSATION:

| Regional Council | | Number of Cities and Counties | # of Providers for Aux. Programs | Funding Amount Auxiliary | Funding Amount CE | Administrative Funding | TOTAL Funding |
|------------------------------|-------|-------------------------------|----------------------------------|--------------------------|-------------------|------------------------|---------------|
| Western Virginia EMS Council | WVEMS | 18 | 5216 | \$312,960.00 | \$41,580.00 | \$38,999.40 | \$393,539.40 |

Auxiliary Courses:

- 1. Shall be paid at \$60.00 per student, with a \$60.00 reduction in tuition cost to the student.

Category 1 CE Courses marked as Open:

- 1. Shall be paid at \$35 per hour for Category 1 CE courses taught, per city/county in a region and must be offered to students free of charge.

METHOD OF PAYMENT: The MOU shall be paid as follows;

- A. Payment shall be processed upon receiving:
 - 1. an OEMS approved invoice quarterly,
 - 2. a Course Roster (form TR-06) that includes only Virginia certified EMS providers who successfully completed the course, and
 - 3. CE scancards (paper or electronic) for all attendees of the announced program.

B. Payment shall be made payable to:

Name: Western Virginia EMS Council, Inc.
 SSN or FIN: 54-1010118
 Address 1: 1944 Peters Creek RD NW
 Address 2: _____
 City State Zip: Roanoke VA 24017-1613
 Phone: 540.562.3482
 E-mail: logan@vaems.org

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).
- D. **ETHICS IN PUBLIC CONTRACTING:** By signing this contract, the contractor certify that their contracts are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC*

CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- I. **ASSIGNMENT OF CONTRACT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

- J. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- K. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- M. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration.

- N. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise

required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION:** The purchasing agency reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Purchasing Agency reserves the right to immediately cancel and terminate this Contract for cause if any of the following conditions are determined to have occurred:

- 1. For purposes of this paragraph, “for cause” includes violating the terms of this Contract, the submission of falsified records to the Purchasing Agency, or the distortion, forgery, or misrepresentation of information to the Purchasing Agency, EMS Providers, or students.
- 2. This Contract may be terminated if the Purchasing Agency determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.

Termination for cause may result in the Purchasing Agency refusing to entertain contracts with Contractor for a period of five (5) years. If the submission of falsified records or the distortion, forgery, or misrepresentation of information is discovered after disbursement of funds, Contractor shall return all funds disbursed. Nothing in this section shall be construed to prohibit the Purchasing Agency from taking legal action against the Contractor.

- C. **CONTRACTOR DISQUALIFICATION FOR EMSTF CONTRACTS:** Neither the contractor submitting a request for EMSTF contract nor any subcontractor shall have had any enforcement actions occur within the last five (5) years. An enforcement action is defined in 12VAC5-31, EMS Regulations. The contractor and any subcontractors shall not be on the Vendor Debarment List maintained by the Commonwealth’s Department of General Services.
- D. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages,

and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such a liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia.

E. **CHANGES TO THE CONTRACT:** Any and all changes, modifications, or revisions to this Contract shall only be made by the Contract Officer and shall be mutually agreed upon by the Parties in writing and executed by the Parties at least 30 days prior to taking effect. Changes can only be made to the Contract as follows:

1. The Parties may agree in writing to modify the period of performance.
2. A contract modification form must:
 - a. Be submitted prior to beginning the course if changing the begin date;
 - b. Be submitted prior to the course ending if changing the end date.
 - 1) A change in the period of performance of the Contract must coincide with a request for like changes to the Course Approval Request.
 - 2) The change shall be agreed to by the parties as a part of their written agreement to modify the Contract.
 - c. The Parties may agree in writing to change the payee.
 - 1) A contract modification form must be submitted to the Purchasing Agency.
 - 2) The change shall be agreed to by the Parties as a part of their written agreement to modify the Contract.

F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

G. **PENALTY:** If the Contractor does not provide services as specified above in ***Section II. Scope of Services***, the funding amount for said Contract shall incur a penalty of 25% of its face value.

- H. **SUBCONTRACTS**: The contractor may subcontract portions of the work, provided, the subcontractors meet the requirements as specified in 12VAC5-31 of the state EMS regulations, the OEMS Training Program Administration Manual (TPAM) and the Emergency Medical Services Training Funds (EMSTF) Administrative Policies. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- I. **TERMINATION**: This Contract shall terminate automatically in the event sufficient funds are not appropriated for the purpose of continuation of this agreement or if the Contractor is determined to be in violation of state regulations governing the conduct of the contracted course. This Contract may also be terminated prior to the expiration of the term hereof as follows:
1. This Contract may be terminated in accordance with Section IV, Paragraph B.
 2. This Contract may be terminated by mutual consent of the Parties;
 3. This Contract may be terminated for cause by the Purchasing Agency. For purposes of this paragraph, "for cause" includes violating the terms of this Contract, the submission of falsified records to the Purchasing Agency, or the distortion, forgery or misrepresentation of information to the Purchasing Agency, EMS Providers or students. Termination for cause may result in the Purchasing Agency refusing to entertain contracts from Contractor for a period of five (5) years. If the submission of falsified records or the distortion, forgery or misrepresentation of information is discovered after disbursement of funds, Contractor must return all funds disbursed. Nothing in this section shall be construed to prohibit the Purchasing Agency from taking legal action against the Contractor.
 4. This Contract may be terminated if the Purchasing Agency determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.
- J. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- K. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed intending to be bound thereby. This Memorandum of Understanding becomes effective on the date of the last signature.

CONTRACTOR:**VIRGINIA DEPARTMENT OF HEALTH:**

| | |
|----------------------|--------|
| By: Stephen G. Simon | By: |
| Title: President | Title: |
| Date: June 8, 2017 | Date: |

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1 or against a Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Western Virginia EMS Council – Blue Ridge EMS Council

AMBULANCE RESTOCKING AGREEMENT – EMS AGENCY

WHEREAS, pursuant to Section 32.1-111.3 of the Code of Virginia, it is the express public policy of the Commonwealth of Virginia to have a statewide, comprehensive, coordinated emergency medical care system in order to increase the accessibility and uniformity of quality care for all citizens; and

WHEREAS, as part of its comprehensive emergency medical services plan the Commonwealth of Virginia is required to implement, by July 1, 1999, a statewide Trauma Triage Plan to promote rapid access for trauma patients to appropriate care centers; and

WHEREAS, pursuant to Section 32.1-111.11 of the Code of Virginia, regional emergency medical services councils (hereinafter “Regional EMS Councils”) are charged with the “development and implementation of an efficient and effective regional emergency medical services delivery system” and, pursuant to Section 32.1-111.3, Regional EMS Councils must develop regional trauma triage plans; and

WHEREAS, each Regional EMS Council includes, *inter alia*, representatives of participating local governments, hospitals, physicians, nurses, mental health professionals, emergency medical technicians and other allied health professionals; and

WHEREAS, for purposes of this agreement, the following definitions are accepted:

“**Emergency call**” shall mean any call for assistance initiated by the general public requesting response by a licensed EMS agency, made by any means of communication, and shall specifically not include calls for pre-arranged routine transportation initiated by a physician, patient, hospital or other medical facility.

“**EMS Agency**” also refers to “ambulance service” in this document and in the attached policies, and in the Federal restocking regulations. These terms are used interchangeably.

WHEREAS, for many years, Virginia’s Regional EMS Councils have supported cooperative arrangements by which licensed EMS agencies have restocked their ambulances or EMS vehicles, upon delivery of a patient to a medical facility, by exchanging used supplies and opened drug boxes for new supplies and sealed drug boxes provided by the medical facility’s licensed pharmacy; and

WHEREAS, the Western Virginia EMS Council, Inc. and the and Blue Ridge EMS Council, Inc. (hereinafter referred to as “the Council”) and Insert agency name desire to participate in the continued development and maintenance of a coordinated emergency medical services system providing quality care;

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the undersigned agree as follows:

1. The Council and the EMS agency hereby acknowledge their participation in the development of a protocol for the restocking of supplies and pharmaceuticals carried in approved EMS vehicles (the Policies attached as Exhibit A to this Agreement), and agree to conduct themselves in accordance with the Restocking Protocol.
2. The Council agrees to monitor compliance with the Policies by each EMS agency within the Council’s jurisdiction and report non-compliance to the Virginia Office of EMS and to participating hospitals as deemed appropriate.

3. The Hospital agrees to provide to licensed EMS agencies supplies and pharmaceuticals as specified in the "Policies Relating to Ambulance Restocking by Hospitals", but only when such provision of supplies and pharmaceuticals results from response to an emergency call. No EMS agency will charge the patient for the exchanged supplies or drugs owned and purchased by the hospitals. These items may be charged as appropriate to the patient by the receiving hospital that provides them.
4. EMS agencies agree to indemnify and hold harmless the Hospital from any and all liability arising out of such agencies administering supplies and pharmaceuticals during the transport of any patient to the Hospital.
5. Participation by the Hospital in the Restocking Protocol is not in any manner based upon or conditioned upon the volume or types of patients transported to the Hospital.
6. EMS agencies agree to abide by documentation policies of each Hospital. These policies may vary among hospitals, and may include the provision of a printed PPCR, and completion of drug box exchange forms.
7. The Hospital participates in the Restocking Protocol by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
8. In no event shall patient destination be selected based upon the participation or non-participation of the hospital or the ambulance service in the Council's Ambulance Restocking Program.
9. EMS agencies shall cooperate with the Hospital in providing the Hospital with information reasonably necessary to account for supplies and pharmaceuticals, and the Hospital shall cooperate with EMS agencies by providing an appropriate Emergency Department Supply Replacement Form. Copies of such replacement forms shall be provided to both the EMS agency and the Hospital
10. Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement and to the extent, if any, required by applicable law or regulation, the Council and EMS agencies shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of the Council and EMS agencies that are necessary to certify the nature and extent of costs. If the Council or EMS agencies enter into any subcontract with a related organization as may be permitted by the Agreement, the Council or EMS agencies, as the case may be, shall require in such subcontract that the subcontractor also agree to these same requirements.
11. The Council, participating hospitals, and EMS agency agree to monitor the Policies, to report and address variance or non-compliance, and to periodically consider revisions thereto, to provide a means of maintaining essential emergency medical supplies on EMS ambulances operating within the region in a consistent fashion through a one-for-one exchange system with area hospital emergency departments and pharmacies without consideration of the volume or value of the patients brought to the hospital. The Western Virginia EMS Council/Blue Ridge EMS Council Boards of Directors, in consultation with the regions' Operational Medical Directors and the Council's Allied Resources (Hospital) Committee, may, from time to time, revise the Policies or other policies referred to by this Agreement. The Council agrees to provide advance written notice of any such changes to all EMS agencies.
12. This agreement shall remain in effect until December 31, 2021. Either party may terminate this agreement upon ninety (90) days written notice to the other party and written notice to the Virginia Department of Health, Office of Emergency Medical Services.

13. This Agreement with Appendix 1 (the Policies) and Appendix 2 (Standard List of Restocked Items) sets forth the entire understanding of the parties and supersedes all other agreements and understandings between the parties with respect to the matters covered by this Agreement. Any changes to this Agreement (not including Appendices) must be made in writing and signed by the parties. Appendices may be revised by the Allied Resources Committee (Hospital Committee).

ENTERED INTO THIS ____ DAY OF _____, _____ BY AND BETWEEN:

The Council

Insert agency name

by:

by:



Robert H. Logan III
Executive Director-WVEMS

Signature

Printed name and title:



Mary Kathryn Allen
Executive Director-BREMS

Attachments: Appendix 1
Appendix 2

Western Virginia Emergency Medical Services Council, Inc.

Appendix 1. Policy for Ambulance Restocking by Hospitals

SCOPE: This policy pertains to all participating licensed EMS agencies and all licensed EMS vehicles operated by these agencies, and all participating hospitals within the Western Virginia EMS Region.

PURPOSE: To provide a means of maintaining essential emergency medical supplies on regional EMS ambulances through a one-for-one exchange system with area hospital emergency departments and hospital pharmacies.

POLICY ELEMENTS:

1. Hospitals will exchange, on a one-for-one basis, certain supplies and pharmaceuticals used by participating licensed EMS agency ambulances when such exchange results from response to an emergency call.
 - a. Supplies are listed on the attached “*Standard List of Restocked Items.*”
 - b. Pharmaceuticals are listed in the Western Virginia EMS Council “*Standard Drug Box Inventory*” and are published in the Council’s “*Operational Protocols,*” current edition.

Because this policy applies only to the provision of care for emergency calls, and for patients requiring emergent care, it is specifically noted that no differentiation is made between participating non-for-profit and for-profit EMS agencies. This policy is strictly intended to promote and maintain standardized emergency patient care throughout the region, consistent with regional “*Operational Protocols,*” and to provide for patient safety and appropriate control and inventory of pharmaceuticals and supplies.

It is further specifically noted that this one-for-one exchange policy applies to “Community Assist” and “Helicopter Assist” calls where an agency might expend exchangeable supplies and/or pharmaceuticals on emergency calls not resulting in patient transport by that agency. In such cases, the hospitals have agreed to exchange in the same manner as when a patient is delivered by the agency, and the agency agrees to provide appropriate patient identifier information.

2. Ambulance personnel will utilize an *Emergency Department Supply Replacement Form* in order to document and facilitate the exchange of supplies. Ambulance personnel will utilize the *Prehospital Patient Care Report* (or its equivalent) in order to document the exchange of drugs. Other locally required inventory control forms are also permitted. In keeping with recordkeeping requirements of the Centers for Medicare and Medicaid Services regulation, the hospitals and EMS agencies shall maintain these exchange records for a period of at least FIVE YEARS .
3. It is understood by all parties that this agreement provides for a **ONE-FOR-ONE exchange only**. Any abuses, such as exceeding a one-for-one exchange, will be treated as theft, and as a serious violation of WVEMS/BREMS policy.
4. Only the hospitals, and not the EMS agencies will bill for any of the replenished items.
5. Problem solving and evaluation of the exchange system by hospital E.D. managers, local agency EMS managers and Western Virginia/Blue Ridge EMS Council staff and the Councils’ joint Allied Resources Committee will be conducted periodically. Reported non-compliance will be reviewed

by EMS Council staff and the Allied Resources Committee, and appropriate corrective action will be taken.


6. Program revisions and updates by E.D. managers, agency EMS managers, Operational Medical Directors and Councils' Allied Resources Committee will be implemented as indicated and as approved by participants.

Appendix 2. STANDARD LIST OF RESTOCKED ITEMS

WESTERN VIRGINIA EMS – BLUE RIDGE EMS

REGIONAL STANDARD SUPPLY EXCHANGE FORM

MUST BE COMPLETED IN DUPLICATE: ORIGINAL TO HOSPITAL ~ DUPLICATE TO EMS AGENCY

|  | Item | Indicate Quantity and Size Exchanged | | | | |
|---|--|--------------------------------------|---|-----------------------------|--------|--|
| 1. | Normal Saline | 1000 cc bag | Saline flush | | | |
| 2. | IV Admin Devices | Saline Lock | 10 gtt macro | <i>(or other macro set)</i> | | |
| 3. | IV Prep Kit <i>(tape, alcohol preps, etc.)</i> | Quantity | <i>(indicate 1 quantity per IV started)</i> | | | |
| 4. | Protective IV Catheters <i>Assorted Sizes 14-24 ga</i> | Size(s) | Quantity | | | |
| 5. | Blood Draw Kit | Quantity | | | | |
| 6. | Misc. IV Supplies | 10 cc Syringe | 3 cc Syringe | Saline Lock | | |
| 7. | Non-Rebreather Masks | Adult | Ped | Infant | | |
| 8. | Nasal Cannulae | Adult | Ped | Infant | | |
| 9. | Disp. BVM | Adult | Child | Infant | | |
| 10. | ET Tubes – Cuffed <i>Assorted sizes</i> | Size | Quantity | | | |
| 11. | ET Tubes – Uncuffed <i>Assorted Sizes</i> | Size | Quantity | | | |
| 12. | Malleable Stylets | Ped | Adult | | | |
| 13. | Oral Airways <i>Assorted Sizes</i> | Size | Quantity | | | |
| 14. | King Airway LTSD EMS Kit | 3 | 4 | 5 | | |
| 15. | Lubricating Jelly <i>Packet or Tube</i> | Quantity | | | | |
| 16. | Nasal Airways <i>Assorted sizes</i> | Size | Quantity | | | |
| 17. | EKG Electrode Pads | Ped | Adult | | | |
| 18. | Extrication Collars <i>Assorted or Adjustable</i> | Size | Quantity | | | |
| 19. | Suction Catheters <i>Assorted sizes</i> | Size | Quantity | | | |
| 20. | Suction Supplies | Yankeur | Tubing | Canister 800 ml | | |
| 21. | <u>EZ IO Needles</u> | Proposed | | | | |
| 22. | <u>CPAP Device</u> | Proposed | | | | |
| 23. | <u>CO2 Detector</u> | Proposed | | | | |
| 24. | Linens (Form required only when other supplies are exchanged, or as requested by hospital) | Sheets | Pillow Cases | Blankets | Towels | |

| | | | |
|---|-----|----------------------|--|
| Date | / / | Call Report # | |
| EMS Provider's Name <i>(Please Print Legibly)</i> | | | |
| EMS Agency | | | |
| Hospital | | | |
| Patient ID <i>(Hospital stamp / label)</i> | | | |



HOSPITAL DIVERSION POLICY

For hospitals and other VHAAS users within the

NEAR SOUTHWEST

PREPAREDNESS ALLIANCE

REGION

June 2016

HOSPITAL DIVERSION POLICY AND INFORMATION

NEAR SOUTHWEST PREPAREDNESS ALLIANCE AREA

Encompassing the **WESTERN & BLUE RIDGE EMS REGIONS**

In the Western and Blue Ridge EMS Council areas (The Near Southwest Preparedness Alliance area), there are 13 public access hospitals that operate emergency departments, plus one Veterans Affairs Medical Center that operates an ED for the specific veteran population. In all areas except the Roanoke Valley, only one primary care hospital operates in a given community. (In Lynchburg, Centra Health's Virginia Baptist Hospital does not operate an emergency department.)

For this reason, general hospital diversion is not an issue. However, hospitals may divert patients for specific reasons, such as physical limitations within a facility (such as a full CCU, inoperable CT scanners, etc).

In the Roanoke Valley, there are currently two public access hospitals that operate emergency departments. These two facilities (Carilion Clinic Roanoke Memorial and Lewis-Gale Medical Center) monitor their ED load and communicate with each other directly via telephone and radio to ensure adequate coverage. Carilion Clinic Roanoke Memorial is the only trauma center (Level 1) in the Roanoke area, so it is always open to receive trauma patients unless compromised by a physical plant failure.

Diversion status throughout the region is monitored on VHAAS (the Virginia Hospital Advanced Alerting System), a web-based hospital communication and diversion status board system owned and operated by the Virginia Hospital and Healthcare Association and the Virginia Department of Health as part of the Hospital Preparedness Program (HPP). Every hospital in the region participates and may view the diversion status of all other hospitals in the region. VHAAS is also available to all public safety dispatch centers in the region to assist in directing each ambulance patient to the appropriate

hospital able to accept that patient. Web-EOC is part of the VHAAS system, and this allows direct communication between all of the hospitals, the region's RHCCs (Regional Healthcare Coordinating Centers), and VDH.

The Veterans Affairs Medical Center in Salem diverts ambulance traffic on a frequent basis, and updates the VHAAS diversion status board throughout the day to alert ambulance dispatchers of its diversion status.

Roanoke Area Diversion

In the Roanoke Valley, two public access critical care hospitals receive the majority of ambulance traffic. Lewis-Gale Medical Center in Salem operates a 24-hour emergency department capable of handling most emergencies other than major trauma. Carilion Clinic Roanoke Memorial Hospital, a Level I Trauma Center, handles major trauma as well as all other types of emergencies.

Carilion MedCom is the communications center that receives all communications from ambulances transporting patients to Carilion Clinic Roanoke Memorial. In the event that Carilion Clinic Roanoke Memorial is at or near capacity, Carilion MedCom may divert ambulance traffic to other facilities. As a Level I Trauma Center, Carilion Clinic Roanoke Memorial will never divert trauma patients that are triaged to the Level I center. In May 2011, Carilion Medcom updated its UHF radio capability to monitor and communicate on Med 9 and 10 (Call 1 and 2).

Lynchburg Area Diversion

In the Lynchburg area, one public access critical care hospitals (Centra Health's Lynchburg General Hospital, a Level 2 Trauma Center) receives all ambulance traffic. This facility does not divert trauma patients. Centra's Virginia Baptist Hospital (also in Lynchburg) is a specialty facility and does not routinely receive ambulance traffic.

Special Diversion

In the event that any Roanoke area hospital goes on any type of diversion status, the following steps are taken:

- Note Diversion Status on VHAAS Status Board
- Alert Roanoke City and Roanoke County Communications by radio or telephone
- Notify the other primary Roanoke Valley ED by radio or telephone

Other Hospital Diversion

Other hospitals within the region do not go on **full ambulance diversion** (Closed Status) unless a catastrophic event has occurred that completely closes the emergency department. However, these facilities might go on special diversion due to equipment or staffing limitations or to limitations in specific critical care areas or a full census limiting admissions.

When this occurs, the facility will note the special diversion on the VHAAS status board and will keep the status updated on a frequent periodic basis.

VHAAS Diversion Status Policy Summary

FULL indicates that the facility's ED is at capacity and cannot accept additional ambulance patients.

Open indicates that the ED is functioning normally. This status is updated daily in the morning.

Special Diversion indicates that the hospital is diverting some or all patients due to special circumstances such as no monitored beds, no CT scan, no psych service available, etc. This status is updated as needed. A descriptive comment is required to go on any special diversion.

Closed indicates that the facility or the ED is completely closed due to some catastrophic event such as a fire, water main break, etc. This status requires a descriptive comment, and is updated as needed.

Sample Status Board

VHHA-MCI - Windows Internet Explorer
 https://www.vhha-mci.org/index.cfm?fuseaction=integratedStatus.board&reset=1&boardTypeID=3

VHHA-MCI **Diversion Status – Emergency Operations**

Update Near Southwest RHCC - Roanoke's Status [Click to Update Status](#)

Current Status

Status Board: Region: [Refresh Status](#) [View My Organization's History](#)

| Organization Name | Diversion Status | History | Comments | Last Update |
|--|-------------------|-------------------------|--|---------------------|
| Carilion New River Valley Medical Center | Open | History | Have a great day! | 06/05/2009 11:49 AM |
| Catawba Hospital | Open | History | Catchment area psychiatric admissions only | 06/04/2009 12:09 PM |
| Danville Regional Medical Center | Open | History | Have a blessed day! | 06/10/2009 05:24 AM |
| Lewis-Gale Medical Center | Open | History | N/A | 06/10/2009 07:18 AM |
| Lynchburg General Hospital | Open | History | and Peanut is ready for all EMS traffic! | 06/10/2009 09:13 AM |
| Memorial Hospital of Martinsville | Open | History | N/A | 06/10/2009 08:43 AM |
| Montgomery Regional Hospital | Open | History | Open to all EMS | 06/09/2009 11:25 PM |
| Pulaski Community Hospital | Open | History | N/A | 06/09/2009 09:45 AM |
| RJ Reynolds-Patrick County Memorial Hosp | Open | History | N/A | 06/08/2009 04:38 PM |
| Veterans Affairs Medical Center -- Salem | Full | History | NO MONITOR BEDS | 06/07/2009 09:10 PM |
| Virginia Baptist Hospital | Special Diversion | History | No Emergency Department | 06/10/2009 07:30 AM |

PARTICIPATING HOSPITALS

Carilion Clinic:

Roanoke Memorial Hospital (Level 1 Trauma Center), Roanoke

Franklin Memorial Hospital, Rocky Mount

Giles Memorial Hospital (Critical Access Hospital), Pearisburg

New River Valley Medical Center (Level 3 Trauma Center), Radford

Centra Health:

Lynchburg General Hospital (Level 2 Trauma Center), Lynchburg

Virginia Baptist Hospital, Lynchburg

Centra Health/Carilion Clinic Partnership:

Bedford Memorial Hospital, Bedford

HCA:

LewisGale Medical Center, Salem

LewisGale Alleghany, Low Moor

LewisGale Pulaski (Pulaski)

LewisGale Montgomery, Blacksburg (Level 3 Trauma Center)

US Department of Veterans Affairs:

VA Medical Center, Salem

Pioneer Health Services:

Pioneer Memorial Hospital, Stuart

Lifepoint Hospitals, Inc.:

Memorial Hospital of Martinsville and Henry County, Martinsville

Danville Regional Medical Center, Danville

| DIRECTORS: | 2015 | | | | 2016 | | | | 2017 | | | | |
|---------------------|------|-----|-----|-----|------|-----|-----|-----|------|-----|-----|-----|--|
| | MAR | JUN | SEP | DEC | MAR | JUN | SEP | DEC | MAR | JUN | SEP | DEC | |
| Adams, Scottie | | | | | | | | | | O | O | | |
| Allen, Steve | X | X | O | X | X | X | O | O | O | O | | | |
| Altman, Billy | X | X | X | X | X | O | X | O | X | O | | | |
| Beach, John | O | X | O | O | | | | | | | | | |
| Broughman, J. B. | | | | | O | O | O | O | | | | | |
| Brown, Bill | O | O | O | O | | | | | | | | | |
| Cady Sr., Jim | X | X | X | X | O | X | X | X | X | O | | | |
| Coyle, Joe | X | O | O | X | X | X | X | X | X | X | | | |
| Davis, Steve | X | X | X | X | X | X | X | X | X | X | | | |
| Dick, Tim | O | O | O | O | | | | | | | | | |
| Duffer, Tim | X | O | O | X | X | O | X | O | O | X | | | |
| Eanes, Steven | X | O | O | X | O | O | X | X | O | X | | | |
| Ferguson, Jason | X | X | X | X | X | O | X | X | O | X | | | |
| Guests | 2 | 6 | 1 | 3 | 2 | 1 | 0 | 0 | 0 | 0 | | | |
| Harveycutter, Carey | X | X | X | O | X | X | X | O | O | O | | | |
| Hatcher, Daryl | X | O | X | O | X | O | O | O | X | O | | | |
| Haywood, Rodney | | | O | O | O | X | O | O | O | X | | | |
| Hodge, Rickey | O | O | X | O | O | O | O | O | | | | | |
| Horton, Greg | | | | | | | | | | O | O | | |
| Jefferson, Mike | X | X | X | O | X | O | X | X | O | X | | | |
| Lane, Charles | O | O | X | X | O | O | X | O | O | O | | | |
| Linkous, David | O | O | X | O | X | O | X | X | O | X | | | |
| Logan, Robert | X | X | X | X | X | X | X | X | X | X | | | |
| Muterspaugh, Ryan | O | O | X | X | O | O | X | X | X | X | | | |
| Rickman, Matt | | | | | X | O | X | X | X | X | | | |
| Shrader, Kris | X | O | X | X | X | O | O | X | X | X | | | |
| Simon, Stephen | X | X | X | X | X | O | X | X | X | O | | | |
| Stanley D.O., Eric | X | O | X | X | X | X | X | X | X | X | | | |
| Taylor, Dallas | X | O | X | X | X | X | X | O | X | O | | | |
| Trigg, Joe | X | X | X | X | X | X | X | X | X | X | | | |
| Tweedie, Valerie | | | | | X | O | O | X | X | X | | | |
| Wagoner, J. Dale | X | O | X | X | X | O | X | X | X | X | | | |
| Wirt, Ford | X | X | X | X | O | X | O | X | X | X | | | |
| STAFF PRESENT: | 2015 | | | | 2016 | | | | 2017 | | | | |
| | MAR | JUN | SEP | DEC | MAR | JUN | SEP | DEC | MAR | JUN | SEP | DEC | |
| Berger, Charles | X | X | X | X | X | | | | | | | | |
| Christian, Mary | O | O | O | X | O | O | O | O | O | O | | | |
| Cockrell, Cathy | X | X | X | X | X | X | X | X | X | X | | | |
| Dalton, Gene | X | X | O | X | X | X | X | X | X | X | | | |
| Garnett, Mike | X | X | X | X | X | X | X | X | X | X | | | |
| McGrath, Sandi | X | X | X | X | X | O | O | X | X | X | | | |
| Christensen, Chris | O | X | O | O | O | O | X | X | X | X | | | |
| Merix, George | | | | | | | X | O | O | O | | | |

DID NOT ATTEND = O
NO LONGER INVOLVED

March 2015 Guests: Tim Perkins-OEMS, J.T. Clark-NSPA

June 2015 Guests: Michael Pruitt-NSPA, Jason Gifford, Dr. David Trump-VDH,

June 2015 Guests: Kevin Dillard(Lifecare), Althea McDaniel(Lifecare), Dan(Lifecare)

Sept 2015 Guests: Robert Decarolis

Dec 2015 Guests: Broughman(City of Covington), JT Clark (NSPA), John Hash(Brown Edwards)

March 2016 Guests: Tim Perkins (OEMS), John Dugan (AHA/VHAC)

June 2016 Guests: JC Cook (JCHS)

Sep 2016 Guest: None

Dec 2016 Guest: None

March 2017 Guest: None

June 2017 Guest: None