

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. (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. The Hospital participates in the Restocking Protocol by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
7. 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
8. 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.
9. 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 of value of the patients brought to the hospital. The Western Virginia EMS Council, Inc. Board of Directors, in consultation with the region's Operational Medical Directors and the Council's Allied Resources 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.

10. Either party may terminate this agreement upon ninety (90) days written notice to the other party and notice to the Virginia Office of Emergency Medical Services.
11. This Agreement with Exhibit A (the Policies) 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 must be made in writing and signed by the parties.

ENTERED INTO THIS _____ DAY OF _____, 2006 BY AND BETWEEN:

Western Virginia EMS Council, Inc.

Insert agency name

by:

by:

Robert H. Logan III
Executive Director

Print name and title:

Attachment: Exhibit A

AMBULANCE RESTOCKING AGREEMENT - HOSPITAL

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:

"Participating," when referring to a hospital, shall mean such hospital that is party to this agreement; or, when referring to an EMS agency, shall mean an EMS agency that is party to the AMBULANCE RESTOCKING AGREEMENT – EMS AGENCY.

"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.

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. (hereinafter referred to as "the Council") and [**hospital name**] (hereinafter referred to as "the Hospital") 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 Hospital hereby acknowledge their participation in the development of policies for the restocking of supplies and pharmaceuticals carried in approved EMS vehicles (“Policies Relating to Ambulance Restocking by Hospitals” attached as Exhibit A to this Agreement, and hereinafter referred to as “the Policies”), 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 Office of EMS.
3. The Hospital agrees to provide to participating licensed EMS agencies supplies and pharmaceuticals as specified in the “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 Policies is not in any manner based upon or conditioned upon the volume or types of patients transported to the Hospital.
6. The Hospital participates in the Policies by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
7. 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.
8. 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.
9. The Council and the Hospital 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, Inc. Board of Directors, in consultation with the region's Operational Medical Directors and the Council’s Allied Resources Committee, may, from time to time, propose revisions to the Policies. No changes to this Agreement or to any of the policies referred to by this Agreement, or in any attachment to this Agreement, or to the Standard List of Restocked Items shall be applicable to the Hospital without its express prior written consent.

10. Either party may terminate this agreement upon ninety (90) days written notice to the other party and notice to the Virginia Office of Emergency Medical Services.

11. This Agreement with Exhibit A (the Policies) 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 must be made in writing and signed by the parties.

ENTERED INTO THIS ____ DAY OF _____, 2001 BY AND BETWEEN:

Western Virginia EMS Council, Inc.

[hospital name]

by:

by:

Robert H. Logan III
Executive Director

Printed name and title:

Attachment: Exhibit A

Western Virginia Emergency Medical Services Council, Inc.
Policies Relating to Ambulance Restocking by Hospitals
(the Policies)

- 1. Policy for Ambulance Restocking by Hospitals**
- 2. Ambulance Patient Destination Policy**
- 3. Standard List of Restocked Items**

Western Virginia Emergency Medical Services Council, Inc.

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. Only the hospitals, and not the EMS agencies will bill for any of the replenished items.
4. Problem solving and evaluation of the exchange system by hospital E.D. managers, local agency EMS managers and Western Virginia EMS Council staff and the Council’s Allied Resources Committee will be conducted periodically. Non-compliance reports will be reviewed by EMS Council staff and the Allied Resources Committee, and appropriate corrective action will be taken.
5. Program revisions and updates by E.D. managers, agency EMS managers, Operational Medical Directors and Western Virginia EMS Council’s Allied Resources Committee will be implemented as indicated and as approved by participants.

Western Virginia Emergency Medical Services Council, Inc.

2. Ambulance Patient Destination Policy

SCOPE: This policy pertains to all licensed EMS agencies providing basic, advanced and specialized ambulance transportation.

PURPOSE: To provide for a defined, consistent policy for the destination of ambulance patients consistent with quality patient care and regional medical protocol.

POLICY ELEMENTS:

1. All ambulance patients (resulting from requests for emergency assistance that result in transport) will normally be transported to the closest **appropriate** hospital emergency department unless redirected by the Medical Control Physician. The closest appropriate hospital is defined as the hospital closest to the location of the patient that can provide the level of care needed by the patient. The Medical Control Physician is defined as the attending emergency department physician at the hospital contacted by radio, cellular phone, or other means by the prehospital provider attending to the patient to be transported.
2. Stable patients may be transported to the patient's destination of choice if allowed by local EMS agency policies and available resources.
3. Patients that meet certain criteria as severe trauma patients, as defined in the Western Virginia Regional Trauma Triage Plan, will normally be transported directly to a Level I or Level II Trauma Center unless redirected by the Medical Control Physician as defined in the trauma triage plan.
4. Individual EMS agencies are responsible for determining operational policies related to the most effective ambulance deployment and utilization patterns. This may include policies allowing transport of stable patients to hospitals of a patient's choice.
5. In mass casualty incident (MCI) situations, transport patterns and destinations may be altered, as directed in the MCI plan(s) that are in place governing the incident.
6. Other policies and protocols related to patient transport and ambulance-to-hospital communications are defined in the Western Virginia EMS Council "*Operational Protocols*," current edition.
7. 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.

**3. STANDARD LIST OF RESTOCKED ITEMS
WESTERN VIRGINIA EMS**

REGIONAL STANDARD SUPPLY EXCHANGE FORM

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

NOTE: Form not required if only linens are exchanged.

☠	Item Category	Indicate Quantity of Each Size or Type Exchanged					
1.	Normal Saline	1000 cc bag	10 cc vial				
2.	IV Admin Devices	Saline lock	10 gtt macro	<i>(or other macro set)</i>			
3.	IV Prep Supplies <i>(tape, alcohol preps, etc.)</i>	<i>(indicate 1 quantity per IV started)</i>					
4.	Protective IV Catheters	14 (2")	16 (1¼")	18 (1¼")	20 (1¼")	22 (1¼")	24 (1¼")
5.	Intraosseous Needle <i>(Jamshidi needle)</i>						
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 - <u>Cuffed</u>	8.5	8	7.5	7	6.5	6
11.	ET Tubes - <u>Uncuffed</u>	5.5	5.0	4.5	4.0	3.5	3
		2.5	2.0				
12.	Malleable Stylets	Ped	Adult				
13.	Oral Airways	0	1	2	3	4	5
14.	King Airway LTSD EMS Kit	3	4	5			
15.	Lubricating Jelly	Foil Packet	<i>(May substitute tube)</i>				
16.	Nasal Airways	24 FR (8.0mm)	26 FR (8.7mm)	28 FR (9.3mm)	30 FR (10.0mm)	32 FR (10.7mm)	
17.	EKG Electrode Pads	Ped	Adult				
18.	Extrication Collars	Tall	Reg	Short	No-Neck	Baby No-Neck	
19.	Suction Catheters	6 FR	8 FR	14 FR	18 FR		
20.	Suction Supplies	Yankeur	Tubing	Canister 800 ml			
21.	Bedpan (fracture type)						
22.	Emesis Basins	Each					
23.	Linens	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>			