

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 of 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, 2016. 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 \_\_\_\_\_, 2012 BY AND BETWEEN:

**The Council**

*Insert agency name*

by:

by:



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Robert H. Logan III  
Executive Director-WVEMS

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Signature

Printed name and title:



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Connie R. Purvis  
Executive Director-BREMS

Attachments: Appendix 1  
Appendix 2

**Western Virginia EMS Council – Blue Ridge EMS Council  
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. and the and Blue Ridge EMS Council, Inc. (hereinafter referred to as “the Council”) and **LewisGale Regional Health System (which incorporates LewisGale Medical Center, LewisGale Hospital Montgomery, LewisGale Hospital Pulaski, and LewisGale Hospital Alleghany)** (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 Appendix 1 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. 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 Policies 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.
14. 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.

11. This agreement shall remain in effect until December 31, 2016. Either party may terminate this agreement upon ninety (90) days written notice to the other party and notice to the Virginia Department of Health, Office of Emergency Medical Services.

15. 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 \_\_\_\_\_, 2012 BY AND BETWEEN:

**The Council**

**LewisGale Regional Health System**

by:

by:



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Robert H. Logan III  
Executive Director-WVEMS

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Signature

Printed name and title:



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Connie R. Purvis  
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 – <u>Uncuffed</u> <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>			