



Peninsulas Emergency Medical Services Council, Inc.

6876 Main Street, PO Box 1297
Gloucester, VA 23061
Office (804) 693-6234 - Fax (804) 693-6277
www.peninsulas.vaems.org

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:

“**Participating**”, when referring to a hospital, shall mean such hospital that is party to the *Ambulance Restocking Agreement – Hospital*; or, when referring to an EMS agency, shall mean an EMS agency that is party to this agreement.

“**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 for new supplies provided by the medical facility; and

WHEREAS, the Peninsulas 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 carried in approved EMS vehicles.
2. The Hospital and EMS agency agree to monitor supply exchange one for one within this plan.
3. The Hospital agrees to provide to licensed EMS agencies supplies as specified in the "Policies Relating to Ambulance Restocking by Hospitals", but only when such provision of supplies 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.
4. EMS agencies agree to indemnify and hold harmless the Hospital from any and all liability arising out of such agencies administering supplies 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 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.
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 without consideration of the volume or value of the patients brought to the hospital. The Peninsulas EMS Council, Inc. Board of Directors, in consultation with the region's Operational Medical Directors and the Council's Peninsulas Inter-facility Cooperation Organization (P.I.C.O.) 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 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.

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 Peninsulas 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.

POLICY ELEMENTS:

1. Hospitals will exchange, on a one-for-one basis, certain supplies used by participating licensed EMS agency ambulances when such exchange results from response to an emergency call.
 - a. Supplies are listed on the attached “*Emergency Department Supply Replacement Form.*”

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 not-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 “*Patient Care Protocols and Policies and Procedures,*” and to provide for patient safety and appropriate control and inventory of 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 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.

Additionally, it is specifically noted that this one-for-one exchange policy applies to other calls where an agency might expend exchangeable supplies and/or pharmaceuticals on emergency calls not resulting in patient delivery to the exchanging hospital under the following circumstances:

- (1) The patient directs the agency to transport him or her to a specific exchanging hospital, but the patient is not delivered to any hospital or receiving facility;
- (2) The agency intends to transport a patient to a specific exchanging hospital, but the patient is not delivered to any hospital or other receiving facility;
- (3) The patient is transported to a hospital or receiving facility, but that receiving facility does not have the supplies, and/or pharmaceuticals to be exchanged due to a shortage, and that receiving facility has provided an attestation to that effect to the agency.

Under circumstances (1) and (2), above, each hospital has agreed that, if it is the specified exchanging hospital, it will exchange, in the same manner as when a patient is delivered by the agency, and the agency agrees to provide appropriate patient identifier information. Under

circumstance (3), above, each hospital has agreed that, if it has available sufficient quantities of the required supplies and/or pharmaceuticals to provide to the agency consistent with the needs of the hospital's patients, it will exchange in the same manner as when a patient is delivered by the agency, and the agency agrees to provide to the exchanging hospital appropriate patient identifier information and a copy of the attestation of the receiving facility.

2. Ambulance personnel will utilize the hospital tracking mechanism in place for keeping track of the one for one exchange. These items are listed on the Emergency Department (E.D.) Supply Replacement Form.
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 the Council's PICO Committee will be conducted periodically. Non-compliance reports will be reviewed by Peninsulas EMS Council staff and the PICO Committee, and appropriate corrective action will be taken.
5. Program revisions and updates by E.D. managers, agency EMS managers, Operational Medical Directors and Peninsulas EMS Council's P.I.C.O. Committee will be implemented as indicated and as approved by participants.

ENTERED INTO THIS ____ DAY OF _____, 2018 BY AND BETWEEN:

Peninsulas EMS Council, Inc.

_____ *Insert agency name*

by: _____ by: _____

Michael B. Player
Executive Director

Print name

Print title