

AMBULANCE RESTOCKING AGREEMENT – HOSPITAL

THIS AMBULANCE RESTOCKING AGREEMENT-HOSPITAL (“Agreement”), made this ___day of _____, (the “Effective Date and Year”), by and between **Rappahannock Emergency Medical Services Council, Inc.** (the “Council”) and **(Hospital)** (hereinafter referred to collectively as “Hospitals”).

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 (“EMS”) plan the Commonwealth of Virginia is required to implement, by (the “Effective Date and Year”), 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, hospital, physicians, nurses, mental health professionals, pharmacists, emergency medical technicians and other allied healthcare 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 a party to this AMBULANCE/ALS DRUG BOX RESTOCKING AGREEMENT – HOSPITAL, or, when referring to an EMS agency, shall mean an EMS agency that is party to the AMBULANCE/ALS DRUG 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 hospital or other medical facility; and

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

WHEREAS, the Council representing licensed EMS agencies in Planning Districts 9 and 16 and Hospitals 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 participating Hospitals hereby acknowledge their participation in the development of policies for the restocking of supplies and pharmaceuticals carried in approved EMS vehicles. These policies and related documents are attached hereto and incorporated herein by reference as **Exhibit A (including Sub-Exhibits A.1, A.2, A.3, and A.4), and Exhibit B** to this Agreement, and hereinafter referred to as “the Policies”), and agree to conduct themselves in accordance with this Agreement and the Policies.
2. The Council agrees to maintain the agreements and monitor compliance with the Policies by each EMS agency within the Council’s jurisdiction, to mediate differences or variances and when appropriate, report non-compliance to the Virginia Office of EMS.
3. The Hospitals agree to provide to participating licensed EMS agencies and Federal Based agencies supplies and pharmaceuticals on a one for one basis as specified in the Policies, but only when such provision of supplies and pharmaceuticals results from a response to an emergency call; provided, however, that the Hospital also agrees to replace all supplies and pharmaceuticals whose expiration date has expired. Participating EMS agencies agree to indemnify and hold harmless the Hospitals from any and all liability arising out of such agencies administering supplies and pharmaceuticals during transport of any patient to the Hospitals. Additionally, any improper handling or storage on behalf of any participating EMS Agency will result in Hospitals’ right to bill said Agency for the damaged and/or wasted inventory.
4. Participation by the Hospitals in the Policies is not in any manner based upon or conditioned upon the volume or types of patients transported to the Hospitals.
5. The Hospitals participate in the Policies by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED; however the Manufacturer’s Warranty shall still be valid.
6. Participating EMS agencies shall cooperate with the Hospitals in providing the Hospitals with information reasonably necessary to account for supplies and pharmaceuticals, and the Hospitals shall cooperate with participating EMS agencies by providing an appropriate Emergency Department Supply Replacement Form, when necessary.
7. Until the Expiration of four (4) years after furnishing of any services pursuant to this Agreement and to the extent, if any required by applicable law or regulation, the Council and participating 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 other records of the Council and participating agencies that are necessary to certify the nature and extent of costs. If the Council or participating EMS agencies enter into any subcontract with a related organization as may be permitted by the Agreement, the Council or participating EMS agencies, as the case may be, shall require such subcontract that the subcontractor also AGREE TO THESE SAME REQUIREMENTS. (42 Code of Federal Regulations 420.302)
8. The Council and the Hospitals agree to monitor the Policies, to report and address variance or non-compliance, and to periodically consider revisions thereto, for the purpose of promoting continuing improvement in the delivery of emergency services, thereby decreasing morbidity, disability and mortality. The Rappahannock EMS Council, Inc. Board of Directors, in

consultation with the region's Operational Medical Directors 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 any Sub-Exhibit to this agreement (including the Standard List of Restocking Items and/or the Standard Drug Box Inventory) shall be applicable to the Hospitals without its express prior written consent.

9. The initial term of this agreement shall be for three (3) years commencing on the Effective Date. After the initial term, this agreement shall automatically renew for consecutive one (1) year terms until terminated by either party as described in Section 10 of this Agreement.
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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered, by their duly authorized representatives, as of the day and year first above written.

Rappahannock EMS Council

By: _____
Name: Kevin L. Dillard
Title President
Date _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
Rappahannock Emergency Medical Services Council, Inc.
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 Rappahannock 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 hospitals pharmacies.

POLICY ELEMENTS

1. Hospitals will exchange, on a one-for-one basis, certain supplies and pharmaceuticals used by participating licensed EMS agencies and Federal Based agencies ambulances when such exchange results from response to an emergency call in order to document the exchange of supplies and drugs on a one for one basis. The Hospitals also agree to replace all supplies and pharmaceuticals whose expiration date has expired.
 - a. Supplies are listed on the attached **Sub-Exhibit A.1, Suggested Standard List of Restocked Items.**
 - b. Pharmaceuticals are listed on the attached **Sub-Exhibit A.2, Standard Drug Box Inventory**, as approved by each participating hospital and appropriate Operational Medical Director.

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, 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 the Pre-hospital Patient Care Report (or its equivalent). 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.
 - a. Ambulance personnel will utilize the attached **Sub-Exhibit A.3, Supply Replacement Form** if required, in order to document and facilitate the exchange of supplies, over and above the one-for-one replacement, attached hereto and incorporated herein. EMS Agencies will be billed by **Hospitals** for any exchange

of supplies listed on the Supply Replacement Form at cost plus twenty percent (20%) for all items exchanged above the one-for-one replacement.

- b. Ambulance personnel will utilize the attached **Sub-Exhibit A.4, EMS Medication Exchange Form**, in order to document and facilitate all medication exchanges.
3. Hospital will provide exchanges as provided in herein as follows:
 - a. Category I (non-profit providers including governmental and non-charging providers, such as volunteer and municipal providers, that do not bill for services). These EMS Agencies will be provided exchange services by the Hospital free of charge. Documentation of non-profit status and acknowledgement of its non-billing policy must be provided by the EMS Agency in order to receive free restocking.
 - b. Category II (non-profit providers that do bill for services). These EMS Agencies will be provided exchange services by the Hospital at the Hospital's actual cost. Documentation of non-profit status must be provided by the EMS Agency in order to receive restocking at cost. Category II EMS Agencies will be billed by Hospital for exchanged supplies or drugs on a quarterly basis.
 - c. Category III (for-profit providers). These EMS Agencies will be provided exchange services by the Hospital at its cost plus twenty percent (20%). Category III EMS Agencies will be billed on a quarterly basis for any exchanged supplies or drugs.
 4. Problem solving and evaluation of the exchange system by hospitals, E.D. managers, Pharmacy managers, local agency EMS managers, the Rappahannock EMS Council staff and the Council's Board of Directors will be conducted periodically. Non-compliance reports will be reviewed by EMS Council staff and the Board of Directors, and appropriate corrective actions will be taken.
 5. Program revisions and updates by E.D. managers, agency EMS managers, Operational Medical Directors and the Rappahannock EMS Council will be implemented as indicated and as approved by participants.
 6. Hospitals and EMS agencies agree to comply with all Medicare program payment and coverage rules and regulations. The Hospitals and the EMS agencies will not both bill for the same restocked drug or supply.
 7. Hospitals and EMS agencies will comply with all Federal, State, and local laws regulating ambulance services, including, but not limited to, emergency services, and the provision of drugs and medical supplies, including, but not limited to, laws relating to the handling of controlled substances.

SUB-EXHIBIT A.1
Rappahannock Emergency Medical Services Council, Inc.
Suggested Standard List of Restocked Items

1. IV and venous access devices
2. Syringes and needles
3. Airway management and Resuscitation devices
4. Oxygen and medication delivery devices
5. Cardiac Electrical therapy and monitoring supplies
6. Immobilization collars
7. Bandaging and wound supplies
8. Linens (sheets, pillow cases, towels, blankets, gowns)
9. Suction Supplies
10. Pharmaceuticals (As approved by each participating hospital and appropriate Operational Medical Director)

This list does not address or suggest specific brands or manufacturers. Selection of brands and manufacturers will be at the discretion of each participating hospital

SUB-EXHIBIT A.2
Rappahannock Emergency Medical Services Council,
Standard Drug Box Inventory

RAPPAHANNOCK EMERGENCY MEDICAL SERVICES COUNCIL, INC.				
Standard Drug Box Inventory				
Medication Box:				
Generic Name	Trade Name	# of Units	Unit Concentration	Packaging
Adenosine	ADENOCARD	3	6 mg/2 ml	Injectable
Albuterol	VENTOLIN	4	2.5 mg/3 ml	Neb
Amiodarone	CORDARONE	2	450mg/9 ml	Injectable
Aspirin	---	4	81 mg/tablet	Tablet
Atropine Sulfate		2	1 mg/10 ml	Injectable
Calcium Chloride	---	1	1 gram/10 ml	Injectable
Dextrose 10%		1	25 grams/250 ml	Bag
Diltiazem HCL *	CARDIZEM	1	100mg	Injectable
Diphenhydramine HCL	BENADRYL	1	50 mg/1 ml	Injectable
Dopamine	INTROPIN	1	400 mg/250 ml	Bag
Epinephrine 1:10,000	ADRENALIN	5	1 mg/10 ml	Injectable
Epinephrine 1:1,000	ADRENALIN	2	1 mg/1 ml	Injectable
Furosemide	LASIX	1	100 mg/10 ml	Injectable
Ketorolac	Toradol	1	30mg/1ml	injectable
Ipratropium	ATROVENT	1	0.02%/2.5 ml	Neb
Labetalol	---	1	5mg/ml - 20ml vial	Injectable
Lidocaine	XYLOCAINE	3	100 mg/5 ml	Injectable
Lidocaine	XYLOCAINE	1	2 grams/500 ml	Bag
Magnesium Sulfate	---	1	5 grams/10 ml	Injectable
Methylprednisolone	SOLU-MEDROL	1	125mg	Injectable
Naloxone	NARCAN	3	2 mg/2 ml	Injectable
Nitroglycerin (SL)	NITROSTAT	1	0.4 mg/tablet	Tablet/Bottle
Ondansetron	ZOFRAN	1	4 mg/2 ml	Injectable
Prednisone	DELTAZONE	3	20mg	Tablet
Sodium Bicarbonate **		2	50 mEq/50 ml	Injectable
Tranexamic Acid	LYSTEDA	1	1000 mg/10 ml	Injectable
Narcotics Medication Box:				
Generic Name	Trade Name	# of Units	Unit Concentration	Packaging
Etomidate	AMIDATE	1	40 mg	Injectable
Fentanyl	SUBLIMAZE	2	100mcg/2 ml	Injectable
Ketamine	KETALAR	1	500mg/10 ml	Injectable
Midazolam HCL	VERSED	2	5 mg/5 ml	Injectable
Ondansetron	ZOFRAN	1	4 mg/2 ml	Injectable
Vecuronium	NORCURON	2	10 mg/10 ml	Injectable
STAT Kit:				
Generic Name	Trade Name	# of Units	Unit Concentration	Packaging
Albuterol	VENTOLIN	2	2.5 mg/3 mL	Neb
Aspirin	---	4	81 mg/tablet	Tablet
Glucagon	GLUCAGEN	1	1mg/1ml	Injectable
Ipratropium	ATROVENT	1	0.02%/2.5 ml	Neb
Naloxone	NARCAN	1	2 mg/2 ml	Injectable
Nitroglycerin (SL)	NITROSTAT	1	0.4 mg/tablet	Tablet/Bottle
Ondansetron	ZOFRAN	1	4 mg/2 ml	Injectable
Ondansetron	ZOFRAN	1	4 mg/tablet	Tablet

Revised 4.2020

* Alternate drug for Diltiazem during shortage approved as Metoprolol 5mg/5ml (3 vials)

** During shortage of Sodium Bicarb only stocking 1 per kit versus 2

Mary Washington Healthcare
EMS SUPPLY REPLACEMENT FORM

Agency Name: _____	Agency Number: _____	PPCR #: _____
EMS Provider (Please Print Name): _____		Date: _____
EMS Provider (Signature): _____		
Reason for Extra Supplies: _____		

Chargeable Items			
Item Description	Cost	UOM	Items Taken
.9% NaCl 1000ML Solution		ea	
.9%NaCl, 250ml Solution		ea	
1000ML Sterile Water Irrigation Soln.		ea	
Adult Armboard		ea	
Aerosol Mask, Adult		ea	
Aerosol Mask, Pediatric		ea	
Ambu Bag, Adult		ea	
Ambu Bag, Infant		ea	
Ambu Bag, Peds		ea	
Blood Tubing		ea	
Collar Stifneck, Pediatric		ea	
Combitube		ea	
D5% 250ML Solution		ea	
D5% 500ML Solution		ea	
Defib Pads		pk	
Dial-a-flo		ea	
Easy Cap CO2 Detector, Adult		ea	
Easy Cap CO2 Detector, Peds		ea	
Electrode, Adult		ea	
Electrode, Infant		pk/3	
ET Tube, 2.5MM		ea	
ET Tube, 3.0MM		ea	
ET Tube, 3.5MM		ea	
ET Tube, 4.0MM		ea	
ET Tube, 4.5MM		ea	
ET Tube, 5.0MM		ea	
ET Tube, 5.5MM		ea	
ET Tube, 6.0MM		ea	
ET Tube, 6.5MM		ea	
ET Tube, 7.0MM		ea	
ET Tube, 7.5MM		ea	
ET Tube, 8.0MM		ea	
ET Tube, 8.5MM		ea	
ET Tube, 9.0MM		ea	
Intraosseous Needle		ea	
IV Cath; 14 Gauge		ea	
IV Cath; 16 Gauge		ea	
IV Cath; 18 Gauge		ea	
IV Cath; 20 Gauge		ea	
IV Cath; 22 Gauge		ea	
IV Cath; 24 Gauge		ea	
IV Start Kit		ea	
Kerlix Roll Dressing		ea	
Kling Dressing, 2 inch		ea	
Kling Dressing, 4 inch		ea	
Lifepac 12 Paper		ea	
LR 1000ML Solution		ea	
Maxidrip IV Set 15		ea	
Nasal Cannula, Adult		ea	
Nasal Cannula, Pediatric		ea	
Nasal Trumpet, 7.0		ea	
Nasal Trumpet, 8.0		ea	
Nebulizer		ea	
Non-Rebreather, Adult		ea	
Non-Rebreather, Infant		ea	
Non-Rebreather, Pediatric		ea	
Pacer Pads		pk	
PRN Adapter (T Port)		ea	
Pulse Ox, Pedi		ea	
Quik Combo; Adult		pk	
Quik Combo; Peds		ea	
Sharps Containers		ea	
Stifneck Collar Adult Regular		ea	
Stifneck Collar Adult Tall		ea	
Stifneck Collar Baby No-Neck		ea	
Stifneck Collar, Adult No-Neck		ea	
Stifneck Collar, Adult Short		ea	
Stylet, Large		ea	
Stylet, Small		ea	
Suction Extension Tubing		ea	
Suction Kit, 14 French		ea	
Wedge Head Cervical Immobilizer		ea	
Yankauer		ea	

Non-Chargeable Items (when exchanged in small quantities)			
Item Description	Cost	UOM	Items Taken
2x2 Gauze, Sterile	\$ -	ea	
4x4 Gauze (sterile)	\$ -	ea	
Adhesive Tape; 1"	\$ -	ea	
Adhesive Tape; 3"	\$ -	rl	
Alcohol Prep Pad	\$ -	ea	
Bedpans, Adult	\$ -	ea	
Blue Pad (Underpad)	\$ -	bg	
Emesis Basin	\$ -	ea	
Iodine Prep Pad	\$ -	ea	
Needle; 22X1	\$ -	ea	
Needle; 25X1	\$ -	ea	
Oral Airway, Adult Large	\$ -	ea	
Oral Airway, Adult Medium	\$ -	ea	
Oral Airway, Adult Small	\$ -	ea	
Oral Airway, Child	\$ -	ea	
Oral Airway, Infant	\$ -	ea	
Syring 60cc	\$ -	ea	
Syringe 10cc	\$ -	ea	
Syringe 1CC (Luer-Lok)	\$ -	ea	
Syringe 30cc	\$ -	ea	
Syringe 3cc	\$ -	ea	
Transpore Tape; 1"	\$ -	rl	
Urinals	\$ -	ea	

SUB-EXHIBIT A.4

EMS Medication Exchange & Narcotic Dispense Form				EMS Medication Exchange & Narcotic Dispense Form			
			Rev 5/2016				Rev 5/2016
Patient Name: _____				Patient Name: _____			
Patient Address: _____				Patient Address: _____			
Patient Date of Birth: _____				Patient Date of Birth: _____			
EMS Report # _____				EMS Report # _____			
Date: _____ Full Agency Name: _____				Date: _____ Full Agency Name: _____			
Agency # _____		EMS Unit # _____		Agency # _____		EMS Unit # _____	
List Medications Used:		Amt. Given:	Amt. Wasted:	List Medications Used:		Amt. Given:	Amt. Wasted:
_____		_____	_____	_____		_____	_____
_____		_____	_____	_____		_____	_____
_____		_____	_____	_____		_____	_____
<input type="checkbox"/> EMS: Please check here if Online Medical Control Medication Orders were received. If checked, a physician signature is required in accordance with Virginia EMS Regulation 12VAC5-31-1140.				<input type="checkbox"/> EMS: Please check here if Online Medical Control Medication Orders were received. If checked, a physician signature is required in accordance with Virginia EMS Regulation 12VAC5-31-1140.			
Physician Signature: _____				Physician Signature: _____			
Hospital/Pharmacy Use Only Date: _____ Used / Expired Narcotic Kit # _____ Unopened Narcotic Kit Medications Returned: (Note amount present) _____ Etomidate _____ Fentanyl _____ Midazolam _____ Ketamine _____ Vecuronium _____ Zofran _____ Other (Medication/Amount Present: _____)				Hospital/Pharmacy Use Only Date: _____ Used / Expired Narcotic Kit # _____ Unopened Narcotic Kit Medications Returned: (Note amount present) _____ Etomidate _____ Fentanyl _____ Midazolam _____ Ketamine _____ Vecuronium _____ Zofran _____ Other (Medication/Amount Present: _____)			
New Narcotic Kit # _____ I have witnessed all waste as documented above and examined the new narcotic kit to verify that all medications are present, intact, and in date as documented on the kit issued:				New Narcotic Kit # _____ I have witnessed all waste as documented above and examined the new narcotic kit to verify that all medications are present, intact, and in date as documented on the kit issued:			
Signature _____		Signature _____		Signature _____		Signature _____	
EMS Provider Name / Title _____		RN / Pharmacy Name / Title _____		EMS Provider Name / Title _____		RN / Pharmacy Name / Title _____	

EXHIBIT B
Rappahannock Emergency Medical Services Council, Inc.
Ambulance Patient Destination Policy

SCOPE: This policy pertains to all licensed EMS agencies providing basic, advanced and specialized 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 ambulances 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 pre-hospital 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 defined in the Rappahannock Regional Trauma Triage Plan and the Rappahannock Regional Stroke Plan, will normally be transported directly to a Level I or Level II Trauma Center and/or Designated Stroke Center unless redirected by the Medical Control Physician as defined in the approved triage plans.
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, the current Rappahannock Mass Casualty Incident Management Plan will be employed regarding patient transports.
6. Other policies and protocols related to patient transport and ambulances-to-hospital communications are defined in the Rappahannock 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.

