

AMBULANCE SUPPLY RESTOCKING AND SERVICE AGREEMENT

THIS AMBULANCE SUPPLY RESTOCKING AND SERVICE AGREEMENT (the "Agreement") is entered into by and between **Grand Island Regional Medical Center**, a Nebraska non-profit corporation with its principal location at 3533 Prairieview Street, Grand Island, Nebraska 68803 ("GIRMC") and Grand Island Fire Department ("Ambulance").

RECITALS

- A. **WHEREAS**, GIRMC owns and operates an acute care hospital that has, as a component of its services, an emergency department that receives patients transported by rescue units.
- B. **WHEREAS**, GIRMC's restocking of rescue units contributes to the quality of emergency care in the community by enabling rescue units to proceed immediately to the next call without making additional restocking stops and by ensuring that needed medical supplies are available for the next patient.
- C. **WHEREAS**, Ambulance wishes to develop an arrangement whereby GIRMC may restock its ambulances with certain medical supplies, and provide other support services, in a manner consistent with Medicare, Medicaid, and other third party payor billing requirements, and applicable Medicare statutes and regulations.

NOW, THEREFORE, the parties agree as follows:

1. **RESTOCKING OF SUPPLIES**. GIRMC shall restock Ambulance with medical supplies provided to patients who are transported to GIRMC by Ambulance, as requested by Ambulance. A listing of medical supplies that will be available for restocking pursuant to this Agreement is attached as Exhibit A hereto (collectively the "Medical Supplies"). The parties will develop procedures for Ambulance to request that Medical Supplies be restocked by GIRMC. GIRMC's obligation to restock Ambulance with Medical Supplies shall be subject to GIRMC's having a sufficient quantity of such supplies on hand and available to provide to Ambulance. GIRMC shall also exchange with Ambulance comparable clean linens for soiled linens. Ambulance agrees to use such restocked supplies and linens only as a part of its emergency medical response at the scene of an emergency or in transport of a patient to a hospital, and will not resell such supplies to any third party or use them for any other purpose. Medications, including drug kits, shall not be restocked under this Agreement.

2. **BIOMEDICAL WASTE DISPOSAL**. In an effort to protect Ambulance staff and recognizing that GIRMC already has biomedical waste handling policies in place, the ability to dispose of biomedical waste shall be extended to Ambulance ("BM Waste Disposal Services"). All medical waste generated will be considered potentially contaminated and safe handling techniques will be used regardless of content. However, due to the small degree of contamination, all waste is not considered regulated medical waste. In disposing of biomedical waste, Ambulance shall ensure that the following is complied with:

2.1. **Non-Regulated**. All waste not classified as regulated will be disposed of in a plastic bag. It will be closed securely without touching the contents. If the bag is broken, the broken bag shall be placed in another bag. To prevent cross-contamination, soiled linens will be removed from Ambulance with a minimum of agitation and placed in a plastic bag. Linen will be examined for patient equipment, supplies or sharps prior to placing in plastic bag. Waste with small amounts of body fluid will not be classified as regulated medical waste due to the low probability that

exposure will cause disease. Heavily soiled linen will be promptly bagged (double bagged if needed) and removed from Ambulance. The plastic bag will be placed in the linen carts located in dirty utility room in GIRMC's Emergency Department. No loose linen will be transported through the Emergency Department or halls of GIRMC.

2.2. Regulated Medical Waste. Regulated medical waste is defined as waste generated in the diagnosis, treatment, immunization, research or production/testing of biologicals pertaining to diseases of human beings or animals as listed below:

- 2.2.1. Human Blood Waste and Blood Products. This includes infusion bags and tubing used for administration of blood or blood products. This also includes items such as dressings, drapes or other disposable items that are saturated or dripping with blood or were saturated and are now dried.
- 2.2.2. Body Fluids. The contents of suction liners, vacuum bottles and drainable containers will be carefully poured into toilets or hoppers. Gowns, gloves, masks and goggles are indicated to accomplish this. Containers will not be shaken or agitated to prevent droplet aerosolization. Emptied containers will be disposed of in regulated medical waste receptacles. Body fluid contained in devices not intended to be emptied (e.g., Pleur-evacs, surgical drains) will be discarded into appropriate regulated medical waste receptacles.

Ambulance staff shall bag, seal and label regulated medical waste and place such items in the appropriate GIRMC receptacles, in accordance with GIRMC's standard operating procedures for such waste.

2.3. Sharps. Sharps are defined as all discarded needles, blades, or sharp instruments whether or not contaminated with blood or body fluid, and broken glass which has been in contact with blood or body fluids. All sharps will be placed in Ambulance's puncture-proof containers. Containers will be securely closed immediately when removed. Ambulance staff shall carefully inspect for protruding sharps, and lock the top by pushing the flap all the way to the back of the opening until the flap clicks into place. Ambulance shall ensure its staff shall clean any gross contamination of body fluid from the exterior of containers. Sharps containers will be handled and transported in such a way as to prevent leakage. Sharps containers shall be placed by regulated waste containers in the dirty utility room of GIRMC's Emergency Department. Ambulance shall ensure its staff will not throw sharps or sharps containers into GIRMC's trash receptacles.

2.4. Limitation of Liability/Indemnification. Any and all exposure to contamination by Ambulance staff is and shall remain the sole responsibility of Ambulance. Ambulance expressly acknowledges and agrees that GIRMC shall be indemnified and held harmless from any loss, claim or expense incurred as a result of any claim by Ambulance or its staff as to any contamination or harm due to contact with or exposure to biohazardous material.

3. PAYMENT FOR SUPPLIES/BIOMEDICAL WASTE DISPOSAL. Payment for Medical Supplies shall be based on GIRMC's list cost at the end of the month, plus twenty-five percent (25%) to account for administrative costs and handling fees. Biomedical waste disposal shall be charged at the rate of \$.35 per pound plus twenty-five percent (25%) to account for GIRMC's cost of providing BM Waste Disposal Services. Within ten (10) days after the end of each month, GIRMC shall invoice Ambulance for all Medical Supplies and BM Waste Disposal Services furnished by GIRMC during the prior month. GIRMC shall prepare and furnish to Ambulance an itemized statement which identifies the Medical Supplies and BM Waste Disposal Services

provided by GIRMC to Ambulance. Ambulance shall pay GIRMC within thirty (30) days of the receipt of such bill. On each twelve (12)-month anniversary date of this Agreement, GIRMC may, upon written notice, increase the fees charged for Medical Supplies and BM Waste Disposal Services to reflect its cost of providing such supplies and services to Ambulance; provided that if Ambulance does not accept such increase, Ambulance may terminate this Agreement in accordance with Section 7.

4. **BILLING**. GIRMC agrees not to bill or collect from any patient or third party payor for any Medical Supplies provided to Ambulance under this Agreement.

5. **DOCUMENTATION REQUIREMENTS**. Records of the Medical Supplies replenished, and BM Waste Disposal Services provided under this Agreement shall be maintained. Such documentation may be maintained in hard copy or electronically. By way of example, documentation may be maintained through a patient care report that Ambulance files with GIRMC after transport of a patient to GIRMC, which records the name of the patient, the date of the transport, and the Medical Supplies used for the patient which were subsequently restocked by GIRMC. Similar records will be kept for BM Waste Disposal Services. Records as required under this Section 5 shall be maintained for a period of five (5) years and shall be furnished to the Secretary of the U.S. Department of Health and Human Services upon request.

6. **EMERGENCY SERVICES**. Ambulance represents and warrants that it provides emergency ambulance services on average at least three times per week per calendar year.

7. **TERM AND TERMINATION**. This Agreement shall commence upon execution by both parties, and shall continue indefinitely until terminated by either party upon thirty (30) days' advance written notice to the other. In the event that either party reasonably determines, based on the advice of legal counsel or otherwise, that the continuation of this Agreement will subject a party to liability for violation of federal or state law, then either party may terminate this Agreement immediately upon written notice to the other.

8. **COMPLIANCE WITH LAWS**. GIRMC and Ambulance shall work cooperatively to assure compliance of this Agreement and the relationship of the parties with applicable laws and regulations, including those applicable to the parties as providers under the Medicare and Medicaid programs. The parties acknowledge that this Agreement is being entered into at a time of significant uncertainty and change in state and federal law regulating health services, and agree, subject to Section 7, to negotiate in good faith to modify this Agreement as necessary to avoid violation of such laws. Specifically, both parties warrant that no employee or authorized agent of either party are excluded from participation in any federal or state healthcare program.

9. **NO REFERRALS**. There is no agreement, express or implied, between GIRMC and Ambulance governing the referral of patients or business by virtue of this Agreement or any other arrangement or understanding between the parties, and nothing herein shall in any way be construed to require or induce either party to admit, refer or transfer patients to the other. The nature of the arrangements created hereunder do not take into account and are not dependent on the volume or value of any referrals between the parties or the volume of patients transported by Ambulance to GIRMC.

10. **INDEPENDENT CONTRACTOR**. Both parties undertake all responsibilities under this Agreement as independent contractors of one another, and not as agents or joint venturers.

11. **NO LIABILITY; INSURANCE**. Neither party shall by virtue of this Agreement be liable for the negligence or intentional acts of the other. Each party agrees to maintain general and professional liability insurance in amounts appropriate to its respective services and furnish proof of same upon request of the other.

12. **MISCELLANEOUS**. The following additional terms apply to this Agreement:

a. **Severability**. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.

b. **Assignment**. This Agreement is personal to the parties and may not be assigned or transferred without written consent of the other party.

c. **Waiver**. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force and effect.

d. **Amendment**. This Agreement may be amended only by written agreement of the parties.

e. **Applicable Law**. This Agreement shall be interpreted according to the law of the state of Nebraska without regard to conflict of law rules thereof.

f. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and subsumes and incorporates all prior written and oral statements and understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set opposite their respective names.

**GRAND ISLAND REGIONAL
MEDICAL CENTER
("GIRMC")**

("AMBULANCE")

Roger G. Steele

Signature

Shane Stava

Signature

Roger G. Steele

Name (Print)

Shane Stava

Name (Print)

Mayor

Title

CEO

Title

12/30/2021

Date

11/23/21

Date

EXHIBIT A

SUPPLIES

Description

Defib pads, Adult & Pediatric
Assorted ET Tubes
Stylets
Nasal airways
Oral airways
EKG electrodes
Box 4x4s
ADB pads
Assorted cling wrap
Assorted Coban
Alcohol pads
Tape
15 drop and 60 drop IV sets
IV occlusive dressings
Assorted needles
Assorted syringes
IV tubing extension
1L Normal Saline IV bag
1L Lactated ringers IV bag
250ml Normal saline IV bag
Nasal cannulas
Non-rebreather masks
Pediatric O2 masks
1L irrigation fluids, water or saline
O2 tubing