



OLD DOMINION EMERGENCY MEDICAL SERVICES ALLIANCE INC.

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Drug Kit & 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 high quality care for all citizens; 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 EMS delivery system" and,

WHEREAS, each Regional EMS Council includes, *inter alia*, representatives of participating local governments and hospitals, and physicians, nurses, pharmacists, emergency medical technicians and other allied health care professionals; and

WHEREAS, for purposes of this agreement, the following definitions are accepted:

"Participating," when referring to a hospital, shall mean any Hospital that is party to the DRUG KIT/AMBULANCE RESTOCKING AGREEMENT – HOSPITAL; or, when referring to an EMS agency, shall mean an EMS Agency that is party to the DRUG KIT/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 hospital or other medical facility, unless the patient deteriorates into an acute care situation necessitating use of the drug kit.

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

WHEREAS, the Old Dominion EMS Alliance, Inc. (hereinafter "ODEMSA"), representing licensed EMS agencies in Planning Districts 13, 14, 15 and 19, and the undersigned licensed EMS agency (hereinafter "the participating EMS agency") desire to participate in the continued development and maintenance of a coordinated emergency medical services system that provides the highest quality of prehospital emergent care;

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the undersigned agree as follows:

1. ODEMSA and the licensed participating EMS agency hereby acknowledge their participation in the development of a protocol for the restocking of supplies and pharmaceuticals carried in approved EMS vehicles operating within the ODEMSA region and agree to conduct themselves in accordance with restocking policies established by ODEMSA (a copy of current restocking policy is attached to this agreement).
2. ODEMSA agrees to maintain the agreements and monitor compliance with the restocking policies by the participating EMS agency and participating Hospitals within ODEMSA's jurisdiction, to mediate differences or variances, and when appropriate, to report non-compliance to the Virginia Office of Emergency Medical Services.
3. The participating Hospitals agree to provide to the participating EMS agency, supplies and pharmaceuticals on a one-for-one drug kit basis as specified within the restocking policies, only when such provision of supplies and pharmaceuticals results from the response to an emergency call or expiration of supplies.
4. The participating EMS agency agrees that if they choose to bill for service, they will charge only for an approved rate or equivalent rate created by government regulation. The participating EMS agency will not bill for the provision of individual medications.
5. The participating EMS agency agrees to follow all applicable Office of EMS and Board of Pharmacy regulations involving the storage, use and exchange of the drug kit. The Hospitals agree to use reasonable care in the preparation and storage of the supplies and pharmaceuticals.
6. Participation by the Hospitals in the Restocking Policies is not in any manner based upon or conditioned upon the volume or types of patients transported to the Hospitals.
7. As to the pharmaceuticals themselves, the participating EMS agency acknowledges that the Hospitals participate in the restocking policies by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
8. The participating EMS agency shall cooperate with the participating Hospitals in providing the Hospitals with information reasonably necessary to account for supplies and pharmaceuticals. The participating Hospitals shall cooperate with the participating EMS agency by providing an appropriate Emergency Department Supply Replacement Form.
9. 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, ODEMSA and the participating EMS agency shall make available upon written request from the Secretary of Health and Human Services, or upon request from the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of ODEMSA and the participating EMS Agency that are necessary to certify the nature and extent of costs.
10. If ODEMSA or the participating EMS agency enter into any subcontract with a related organization as may be permitted by the Agreement, ODEMSA or the participating EMS

Agency, as the case may be, shall require in such subcontract that the subcontractor also AGREE TO THESE SAME REQUIREMENTS. (42 CFR 420.302).

11. ODEMSA and the participating EMS agency, and participating Hospitals, agree to monitor the restocking Policies, to address, and if appropriate, report variance or non-compliance, and to periodically consider revisions thereto, for the purpose of promoting continuing improvement in the delivery of emergency medical services, thereby decreasing morbidity, disability and mortality.
12. The ODEMSA Board of Directors, in consultation with the representatives of the participating Hospitals and EMS agencies (e.g. a committee composed of OMD's, Hospital Pharmacists and Emergency Department Nurse Managers, and EMS Agency Leaders), from time to time may revise the restocking policies. ODEMSA agrees to provide advance written notice of any such changes to the participating EMS agency and the participating Hospitals.
13. Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party and notice to the Virginia Office of Emergency Medical Services and ODEMSA. In addition, the participating EMS agency can participate in this Agreement only to the extent that funds are appropriated for the services described herein.
14. This Agreement, including the policies relating to ambulance restocking by Hospitals sets forth the entire understanding of the parties and supersedes all other agreements and understandings between the parties with respect to the matter covered by this Agreement. Any changes to this Agreement must be made in writing and signed by the parties.

Entered into this _____ day of _____, by and between:

_____ Signed

_____ Print Name
Executive Director, Old Dominion EMS Alliance, Inc. (ODEMSA)

_____ Signed

_____ Print Name/Title

_____ Print EMS Agency