



OLD DOMINION EMERGENCY MEDICAL SERVICES ALLIANCE INC.

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ALS Drug Kit & Ambulance Restocking Agreement - 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 high 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, 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 EMS 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 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 ALS DRUG KIT/AMBULANCE RESTOCKING AGREEMENT - HOSPITAL; or, when referring to an EMS agency, shall mean a licensed EMS Agency that is party to the ALS 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 from an acute care situation necessitating use of the ALS drug kit, and.

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 ALS Drug Kits for new supplies and sealed ALS Drug Kits provided by the medical facility's licensed pharmacy; and

WHEREAS, the Old Dominion EMS Alliance, Inc. (hereinafter referred to as "ODEMSA"), representing licensed EMS agencies in Planning Districts 13, 14, 15 and 19, and the undersigned Hospital (hereinafter referred to as "the Hospital") 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 participating Hospital 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 ("the Policies Relating to Ambulance Restocking by Hospitals," or the "Restocking Policies" attached to this Agreement), and agree to conduct themselves in accordance with the Restocking Policies.
2. ODEMSA agrees to maintain agreements, and monitor compliance, with the Restocking Policies by the participating Hospital and/or participating EMS Agencies 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 Hospital agrees to provide to the participating EMS Agencies supplies and pharmaceuticals on a one-for-one drug kit basis as specified in the Restocking Policies only when such provision of supplies and pharmaceuticals results from the response to an emergency call. Participating EMS Agencies agree they will not charge patients for the exchanged supplies or drugs owned and purchased by Hospitals. These items may be charged as appropriate to the patient by the Hospital that provides supplies and drugs.
4. Participating EMS Agencies agree to indemnify and hold harmless the participating Hospital from any and all liability arising out of such agencies administering supplies and pharmaceuticals during the transport of any patient to the participating Hospital.
5. Participation by the Hospital in the Restocking 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 Restocking Policies by providing supplies and pharmaceuticals AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED.
7. Participating EMS Agencies shall cooperate with the participating Hospital in providing the Hospital with information reasonably necessary to account for supplies and pharmaceuticals. The participating Hospital shall cooperate with participating EMS Agencies by providing an appropriate Emergency Department Supply Replacement Form.
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, ODEMSA 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 records of ODEMSA and participating EMS Agencies that are necessary to certify the nature and extent of costs. If ODEMSA or the participating EMS Agencies enter into any subcontract with a related organization as may be permitted by the Agreement, ODEMSA or participating EMS Agencies,

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

9. ODEMSA and the participating Hospital, and the participating EMS Agencies, agree to monitor the Restocking Policies, to address and, if appropriate, report variance and 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.
10. The ODEMSA Board of Directors, in consultation with the representatives of the participating Hospitals and EMS Agencies (e.g. a committee comprised of OMD's, Hospital Pharmacists and Emergency Department Nurse Managers, EMS Agency Leaders) from time to time may revise the Restocking Policy. ODEMSA agrees to provide advance written notice of any such changes to the participating Hospital and participating EMS Agencies.
11. Either party may terminate this Agreement upon one hundred and twenty (120) days written notice to the other party and notice to ODEMSA and the Virginia Office of Emergency Medical Services.
12. This Agreement combined with 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 matters 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

Signed

Executive Director, (Print Name)

Print Name/Title

Old Dominion EMS Alliance, Inc. (ODEMSA)

Print Hospital Name