

**Western Virginia Emergency Medical Services Council
Regional Medical Director Contract**

CONTRACT NUMBER WVEMS-RMD-07

This contract entered into this 1st day of July, 2006, by and between the **Western Virginia Emergency Medical Services Council** (hereafter referred to as the "Council" or "WVEMS") whose offices are located at 1944 Peters Creek Road, Roanoke Virginia 24017 and **Charles J. Lane, M.D.** (hereafter referred to as the "Regional Medical Director" or "RMD") whose address is 1060 Walnut Run Drive, Hardy, Virginia 24101.

WITNESSETH that the RMD and the Council, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

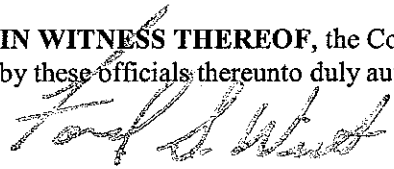
SCOPE OF CONTRACT: The RMD shall provide the services to the Council as set forth in this Contract.

PERIOD OF PERFORMANCE: The services of the RMD shall commence upon signing and dating this contract and shall continue until June 30, 2008, The contract shall automatically renew for periods one-year until terminated or modified.

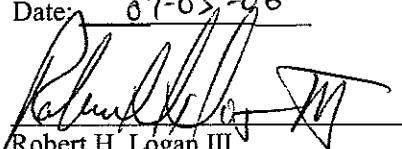
The contract documents shall consist of:

1. This signed form.
2. The attached description that consists of the following, all of which are incorporated herein:
 - a. The Scope of Service
 - b. The General Terms and Conditions.
 - c. Method of Compensation.
 - d. Integration and Modification

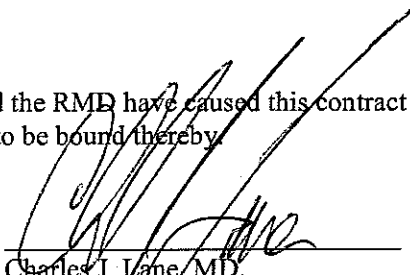
IN WITNESS THEREOF, the Council and the RMD have caused this contract to be duly executed by these officials thereunto duly authorized to be bound thereby.



Ford S. Wirt
President
Western Virginia EMS Council, Inc.
Date: 07-05-06



Robert H. Logan III
Executive Director
Western Virginia EMS Council, Inc.



Charles J. Lane, MD.
Regional Medical Director
Western Virginia EMS Council, Inc.
Date: 06/27/2006

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Date: 07-05-06

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I. SCOPE OF SERVICES: The RMD Shall:

- A. Hold a current endorsement as an Emergency Medicine Physician issued by the Office of Emergency Medical Services (OEMS) and have prior or current experience as an Operational Medical Director (OMD) for a licensed Emergency Medical Services (EMS) agency.
- B. Provide focused medical leadership in the continued development of a comprehensive, coordinated emergency medical services system in the Western Virginia Emergency Medical Services (WVEMS) Region.
- C. Serve as an advocate for high quality patient care in the EMS system.
- D. Be available for consultation regarding patient care standards, including communications, dispatch, and medical records.
- E. In cooperation and coordination with Regional OMD's affiliated with EMS agencies within the WVEMS Region:
 - i. Coordinate modifications and updates of regional treatment and operational protocols and make them available for implementation as determined by the WVEMS Medical Directorate, Allied Resources and Pharmacy Committees.
 - ii. Develop and implement the process for the provision of concurrent medical direction.
 - iii. Develop recommendations for initial qualifications of prehospital personnel involved in patient care.
 - iv. Participate in the establishment and maintenance of qualifications of prehospital personnel involved in patient care including education, testing, and credentialing.
 - v. Participate in the development and implementation of an effective quality improvement program for continuous system and patient care improvement.
- F. Identify and maintain liaison with stakeholders in the EMS system.
- G. Interact with regional, state, and local EMS authorities to make recommendations encouraging that standards, needs, and requirements be met, and that the utilization of resources is optimal.
- H. Participate in mutual aid, disaster planning and management.
- I. Maintain knowledge levels appropriate for an EMS Physician through continued education.
- J. Serve as an active member of the WVEMS Medical Directorate, regularly attend meetings of the WVEMS EMS Council Board of Directors, and provide advice and guidance to the WVEMS board of directors and its committees requested.

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- K. Provide technical assistance, as needed, to EMS agency OMD's in development and operation of prehospital EMS programs, serve as liaison with OMD's in dealing with system issues or concerns brought to the attention of the WVEMS EMS Council or OEMS, and promote and assist in the recruitment, retention and orientation of OMD's.
- L. Assess the qualifications of OMD applicants and report those findings to the Regional Medical Directorate.
- M. Review the WVEMS Regional EMS Plan and actively participate in developing the sections pertaining to medical direction.
- N. Promote accredited ALS training programs with the WVEMS Region.
- O. Represent the WVEMS Region on the State Medical Direction Committee and regularly attend scheduled meetings of that committee. If unable to attend a scheduled meeting, ensure that a qualified physician attends as the RMD representative.

II. GENERAL TERMS AND CONDITIONS:

- A. Resourcing the RMD Function: The Council will provide the following resources to the RMD and regional medical direction in the WVEMS region:
 - 1. Reimburse the RMD an amount up to \$3,000.00 per contract period to pay registration fees and tuition for professional training and meetings related to the RMD's function.
 - 2. Provide administrative support to the RMD and to the Medical Direction Committee as requested by the RMD.
 - 3. Provide support for periodic meetings of the Medical Direction Committee and at any regional EMS training activity required to accommodate compliance with RMD responsibilities under the auspices of this contract.
 - 4. Reimburse other expenses incurred by the RMD in fulfilling the terms of this contract upon approval of the Executive Director and contingent upon the availability of budgeted funds.
- B. Payments: Payments to the RMD will be made on a reimbursement basis, within 30 days following the submission of a WVEMS Reimbursement Form with appropriate documentation of the training/meeting costs incurred.
- C. Changes to the Contract: Changes to the Contract may be made by the parties if they agree, in writing, to modify the scope of the Contract. An increase or decrease in price of the contract resulting from modification shall be agreed to by parties as part of their written agreement to modify the scope of the Contract.

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- D. Default: In case of failure to deliver services in accordance with Contract Terms and Conditions, the Council, after due oral or written notice, may seek such services from another source and hold the RMD responsible for any resulting additional purchase and administrative costs.
- E. Independent Contractor: When providing services specified under this Contract, the RMD shall not be deemed an "employee" or "agent" of the Council. The RMD shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements, which are customary in industry.
- F. Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of budgeted funds available or which hereafter may become available for the purpose of this agreement and any renewal periods thereof.
- G. Cancellation of Contract: The Council reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the RMD. Any RMD cancellation notice shall not relieve the RMD of the obligation to deliver and/ or perform the duties of the RMD until such time as a suitable replacement is placed under contract or 60 days from written notice, whichever first occurs.
- H. Evaluation of the Contract Performance: The Council will conduct an annual evaluation of the RMD through the Council Executive Director who will report the evaluation findings to the Council and document the findings in the Council's year-end report to OEMS.
- I. Renewal of Contract: This Contract renews automatically for subsequent one-year periods unless cancelled or modified by the either party as described above. Written notice of either party's intention not to renew shall be given approximately 90 days prior to the expiration date of a contract period.

III. METHOD OF COMPENSATION: RMD expense reimbursements will be processed for payment upon presentation of documentation as specified herein.

IV. INTEGRATION AND MODIFICATION: This contract constitutes the entire agreement between the RMD and the Council. No alteration, amendment ore modification in the provisions of this contract shall be effective unless it is reduced to writing, signed by both parties, and attached hereto.