

Western Virginia EMS Region
Operational Medical Director - Agreement to Serve

THIS AGREEMENT, made and entered into this day the ____ day of _____, _____ by and between _____ (hereafter "OMD") and _____, an emergency medical services agency in the Western Virginia EMS Region (hereafter "AGENCY").

1. PURPOSE: The purpose of this agreement is to define the obligations and responsibilities of the parties hereto with respect to the provisions of operational medical direction services in the Western Virginia EMS Region.

2. RESPONSIBILITIES OF THE OMD: The OMD shall continuously provide leadership to the AGENCY and serve without compensation as its Operational Medical Director and agrees to the following:

- a. Maintain a license to practice as a medical or osteopathic doctor in Virginia.
- b. Will have ultimate authority over technicians certified to practice under his license.
- c. In conjunction with the agency, will ensure that all technicians are properly trained and certified in compliance with all Virginia EMS Rules and Regulations (12-VAC 5-31) as well as additional training that might be required by the OMD or the AGENCY.
- d. Will assure that all regional requirements are met.
- e. Approve all curricula and courses for initial and continuing education for affiliated EMS providers. Serve as Physician Course Director as needed.
- f. Take or recommend appropriate remedial or corrective measures for affiliated EMS personnel, consistent with state, regional and local EMS policies that may include but are not limited to counseling, retraining, testing, probation, and in-hospital or field internships, and will notify the Virginia Office of EMS and the Western Virginia EMS Council of such actions as deemed necessary.
- g. As necessary, suspend certified EMS personnel from medical care duties pending review and evaluation, and will notify the Virginia Office of EMS and the Western Virginia EMS Council of such actions as deemed necessary.
- h. Serve as a resource in the development and implementation of a comprehensive mechanism for the management of records of AGENCY activities including prehospital patient care reports, patient complaints, allegations of substandard care and deviations from patient care protocols or other established standards.
- i. Interact with state, regional, and local EMS authorities to develop, implement, and revise medical, operational and dispatch protocols, policies and procedures designed to deliver quality patient care. This function includes the selection and use of appropriate medications, procedures, supplies, and equipment.
- j. Direct emergency medical care delivered by affiliated basic and advanced life support providers in the field, including off-line and on-line medical control functions.
- k. Participate in the Western Virginia EMS Council's Regional Medical Direction Committee.
- l. Serve as liaison between hospital personnel and pre-hospital providers.
- m. Establish any other rules or regulations pertaining to proper delivery of patient care by the AGENCY.
- n. Enforce adherence to Regional Operational Protocols and Operational Guidelines furnished by the WVEMS Council Medical Direction Committee and other protocols that may be adopted by the OMD.
- o. Offer a means of contact and access to EMS providers and officials of the AGENCY.
- p. Provide a quality assurance and improvement program, including periodic run reviews.

- q. Maintain medical malpractice insurance, and provide the agency a certificate of insurance upon request.
- r. Give the agency at least 60 days notice of intent to modify or cancel this agreement

3. RESPONSIBILITIES OF THE AGENCY: The AGENCY shall continually provide emergency medical services to the citizens of its service area and agrees to:

- a. Maintain adequate numbers of certified EMS providers to provide both basic life support and advanced life support services.
- b. Meet the minimum requirements established for EMS agencies as established by the Virginia Office of Emergency Medical Services.
- c. Abide by rules, regulation, policies and procedures established by the state, regional EMS council, local governing body and the OMD as they relates to the provision of emergency medical services.
- d. Conduct and participate in initial and continuing education courses in accordance with established guidelines or other such guidelines as may be set from time to time by the OMD.
- e. Ensure the OMD has a current roster of all EMS providers serving with the AGENCY, including certification level and any corrective or disciplinary action in force.
- f. Ensure the OMD has a current roster identifying the Captain, President, Training Officer, Infection Control Officers, and other line officers.
- g. Abide by defined rules established for clinical and preceptor programs.
- h. Enforce remedial or corrective measures for EMS personnel as rendered by the OMD.
- i. Provide a representative to the WVEMS Peer Review Committee (or other pre-hospital committee functioning as a peer review committee) for the area in which the agency operates.
- j. Recognize the role of the Western Virginia EMS Council as agent for the OMD and grant full access and rights to the OMD and WVEMS when acting on behalf of the OMD. This may include, but is not limited to, investigation of complaints, developing protocols, recommending corrective or remedial measures, and/or enforcement of the policies, procedures, protocols, and guidelines as established by the OMD.
- k. Name the OMD as an insured party on the AGENCY'S liability insurance, and name the AGENCY'S OMD as an officer of the AGENCY to ensure that the OMD is covered on the AGENCY'S directors and officers (D&O) liability insurance

4. TERMS: This agreement shall be effective upon its execution and shall continue until terminated by either party. This agreement may be terminated by either party with 60 day written notice.

5. ACKNOWLEDGEMENT: The laws of Virginia shall govern the validity and interpretation of the provisions, terms and conditions of the Agreement. The parties hereto have caused this agreement to be executed by the OMD, individually, and the authorized officers of the AGENCY as of the day, month, and year as stated in the first paragraph of this agreement.

OMD

AGENCY OFFICIAL

TITLE