

\*\* -Place Agency Letterhead here- \*\*

## Operational Medical Director Agreement

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter the "Operational Medical Director" or "OMD," and \_\_\_\_\_ hereinafter the "EMS Agency" or "Agency,"

The parties recite and declare:

The undersigned Physician, currently licensed to practice medicine or osteopathy by the Virginia Board of Medicine, hereby agrees to serve as **Primary Operational Medical Director (OMD)** for the undersigned Virginia-licensed EMS Agency during a period beginning \_\_\_\_\_, \_\_\_\_\_, continuous and renewable yearly on the same date, until or unless earlier revoked at the will and discretion of either Party in writing thirty (30) days prior to revocation date. This Agreement also shall terminate in the event that the Agency's license is terminated by the Virginia Department of Health, Virginia Office of EMS or as described below.

### The Agency:

The EMS Agency agrees that during the term of this Agreement, it will meet all requirements to maintain its status as an EMS agency licensed by the Virginia Department of Health, Office of EMS.

The EMS Agency agrees that during the term of this Agreement, the Agency will indemnify and exonerate and save the OMD harmless from any and all liability and from all claims for damage, loss, or injury occasioned by or resulting from actions associated with the position of OMD as stated in the appropriate sections of the Rules and Regulations of the Board of Health, Commonwealth of Virginia, current version.

The EMS Agency agrees that during the term of this Agreement it will make available to the OMD on request all records and documents pertaining to the certification, training, continuing education and field practice of EMS-certified personnel, including but not limited to agency copies of Prehospital Patient Care Reports (PPCRs) electronic or otherwise.

The EMS Agency agrees that during the term of this Agreement it will implement and maintain a quality assurance program, in coordination with the OMD, to ensure provider skills and knowledge proficiency at the appropriate level(s) of certification per the Virginia Office of EMS Regulations.

The EMS Agency agrees that during the term of this Agreement it will work with the OMD to develop a comprehensive EMS Plan that will promote maximum patient care in the Agency's service area. Such Plan shall include, but not be limited to, training and evaluation, continuing education, mutual aid agreements, provider review, and provisions to upgrade as appropriate the level of patient care service provided by the Agency.

The EMS Agency agrees that during the term of this Agreement it will work with the OMD to develop and implement a fair and equitable process by which complaints and disciplinary actions involving the delivery of emergency medical care can be promptly reviewed, adjudicated and otherwise resolved per the requirements of the Virginia Office of EMS Regulations.

The EMS Agency agrees that its EMS personnel may only provide emergency medical care and participate in associated training programs while acting under the authority of the operational medical director's license and within the scope of the EMS agency license in accordance to the regulations governing Virginia's Emergency Medical Services, current version.

The EMS Agency agrees to develop a communications venue for agency personnel as follows: (i.e. phone#, email etc.)

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\_\_\_\_\_ to have direct contact to the Agency OMD in regards to discussion of issues relating to provision of patient care, application of patient care protocols or operations of EMS equipment used by the EMS agency.

The EMS Agency shall provide to the OMD a current listing of all EMS personnel and the Agency's officers to include but not limited to the Captain (Chief), President, Training Officer, Designated Infection Control Officer and other line officers to be approved annually by the OMD.

The EMS Agency agrees that during the term of this Agreement it will comply with all laws, rules, regulations and patient care protocols now existing or later enacted by federal, state, or regional EMS authorities with respect to training, equipment and field practice by providers. Any violation of such laws, rules, or regulations shall constitute a material breach of this Agreement and shall give OMD the right to terminate this Agreement.

**The OMD:**

The OMD agrees during the term of this Agreement to hold current regional and state endorsement as a Medical Director and actively provide technical assistance, medical leadership and medical training as needed for the Agency and its EMS-certified personnel.

The OMD agrees during the term of this Agreement to exercise the on-line responsibilities of an OMD as stated in the appropriate sections of the Rules and Regulations of the Board of Health, Commonwealth of Virginia, and current version.

The OMD agrees during the term of this Agreement to represent the Agency as a member of the regional OMD Committee and, when possible, to attend meetings of the Committee and/or review copies of minutes and other documents in order to ensure the Agency's compliance with the regional Standard of Care.

The OMD agrees during the term of this Agreement to work in coordination with the State Medical Director, the Regional Medical Director, and Agency leaders to promote the highest level of proficiency within the Agency and to ensure optimal prehospital patient care within the Region.

**The ( ) OMD or the ( ) Agency (check one)** agrees to provide minimum liability insurance during this contract as stated in 12VAC5-31-590. Operational Medical Director Requirement. A.5: of the Rules and Regulations of the Board of Health, Commonwealth of Virginia, or current version. This agreement must ensure that the adequate indemnification or insurance coverage exists for:

- a. Medical malpractice; and
- b. Civil claims.

(A copy of the Insurance coverage policy shall be retained in the agency insurance files).

The OMD and the Agency's leadership agree during the term of this Agreement to maintain close and regular channels of communication, to meet regularly and to appropriately address issues and concerns in a prompt, professional and effective manner.

Either Party may terminate this Agreement with **thirty (30) days notice** to the other Party and notice to the Virginia Office of EMS unless extenuating circumstances exist causing immediate termination.

\_\_\_\_\_  
Operational Medical Director (print)

\_\_\_\_\_  
EMS Agency (print)

\_\_\_\_\_  
Operational Medical Director (sign)

\_\_\_\_\_  
Authorized Officer (sign)

Date: \_\_\_\_\_