



TIDEWATER EMERGENCY MEDICAL SERVICES COUNCIL, INC.

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Lewis H. Siegel, MD
President

David C. Long, MA, NRP
Executive Director

Assistant Regional Medical Director Contract

This contract entered into this 1st day of July 2021 by and between the Tidewater Emergency Medical Services Council, Inc. (hereafter referred to as TEMS) and Joel Michael, MD, (hereafter referred to as the Assistant Regional Medical Director or ARMD).

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

SCOPE OF CONTRACT: The ARMD, upon activation, will assume the duties and responsibilities of the Regional Medical Director should he/she become incapacitated or during prolonged periods of unavailability, such as travel out of the country, and shall provide the services as set forth in these Contract Documents to TEMS, a non-profit regional EMS council established within the Code of Virginia (Section 32.1-111.4:2), and charged by law "with the development and implementation of an effective regional EMS delivery system."

PERIOD OF PERFORMANCE: The services of the ARMD shall commence upon signing and dating this contract and shall remain in effect from year to year, until cancelled by either party, until the term(s) of the person in that position expires, or until a successor is elected by the TEMS Operational Medical Directors Committee.

The contract documents shall consist of:

1. This signed form;
2. The attached description that consists of:
 - a. Scope of Services.
 - b. Selection of the AARMD.
 - c. Terms and Conditions.
 - d. Integration and Modification.

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

Thomas E. Schwalenberg, Treasurer
for the Tidewater EMS Council, Inc.

Joel Michael, MD

Date: _____

Date: _____

SCOPE OF SERVICES:

The ARMD Shall:

1. Hold a current endorsement as an Emergency Medical Services Physician by the Virginia Office of Emergency Medical Services (OEMS).
2. Have prior or current experience as an Operational Medical Director (OMD) for a licensed Emergency Medical Services (EMS) agency.
3. Provide focused medical leadership in the continued development of a comprehensive, coordinated EMS system in the TEMS Region.
4. Serve as an advocate for high quality patient care in the TEMS Region.
5. Be available to consult with the TEMS Executive Director, Board of Directors and committees regarding patient care standards, including communications, dispatch, and medical protocols and policies.
6. Serve as interim OMD for a Designated Emergency Response Agency (DERA), if agreed to by both the ARMD and the DERA and, at the ARMD's option, any EMS agency within the region in those instances when an OMD leaves that position with little or no advanced notice. The interim period will be 30 days, but with the ARMD's approval can be extended in 30-day increments to a maximum of 90 days.
7. In cooperation and coordination with OMDs affiliated with EMS agencies within the TEMS Region:
 - A. Coordinate the continuous review and refinement of the Region's Prehospital Medical Protocols through the TEMS Medical Operations Committee and the TEMS Operational Medical Directors Committee.
 - B. Continue to implement the process for the provision of concurrent medical direction throughout the Region.
 - C. Assist in maintaining and refining the qualifications of prehospital EMS Providers involved in patient care including education, testing, and credentialing.
 - D. Assist in the development and implementation of an effective performance improvement program for continuous system and patient care improvement.
8. Establish and maintain liaison with key stakeholders in the TEMS region.

9. Interact with regional, state, and local EMS officials to encourage that standards, needs, and requirements be met, and that the utilization of EMS resources is optimal.
10. Participate in mutual aid, mass casualty Incident and weapons of mass destruction planning and management.
11. Maintain knowledge levels appropriate for an EMS Physician through continued education.
12. Serve as Vice-chair of the TEMS Operational Medical Directors Committee.
13. Provide technical assistance, as needed, to EMS agency OMDs in development and operation of prehospital EMS programs.
14. Serve as liaison with OMDs in dealing with system issues or concerns brought to the attention of TEMS or OEMS, and promote and assist in the recruitment, retention and orientation of agency OMDs.
15. Review the TEMS Regional EMS Plan, Performance Improvement Plans and other related regional plans with attention to issues pertaining to medical direction.
16. Represent the TEMS Region on the State Medical Direction Committee as an alternate and attend scheduled meetings on behalf of the RMD.

TEMS will provide:

1. Administrative and secretarial support to the ARMD and to members of the Operational Medical Directors Committee as requested by the ARMD.
2. A suitable location and refreshments for the quarterly meetings of the TEMS Operational Medical Directors Committee.
3. Advance notification of the quarterly meetings of the TEMS Operational Medical Directors Committee and the OEMS, such notices to be delivered to members by e-mail.
4. Minutes of the quarterly meetings of the TEMS Operational Medical Directors committee to the committee, the ARMD, the OEMS and to other such individuals and agencies within the state and regional EMS system as requested.
5. Copies of TEMS correspondence and documents to the ARMD as may be necessary for the ARMD to effectively perform in that capacity.

6. Advanced notice to the ARMD of the date, time and location of regular quarterly meetings of the TEMS Board of Directors.
7. Copies of textbooks and other materials associated with classes and/or courses which the ARMD acts as Course Medical Director or Physician Course Director.

SELECTION OF THE ARMD

The ARMD serves as the vice-chair of the TEMS OMD Committee. The process for the selection of the vice-chair is determined by the TEMS Board of Directors (per policies established in the organization's bylaws and OMD Committee charter). One or more recommendations for the person to serve as vice-chair and ARMD may be put forth by the OMD Committee as a nomination to the TEMS Board of Directors. Elections may be held during any regular or special meeting, called for that purpose, of the Board. The ARMD serves a two-year term, subject to annual contract renewal, and may serve consecutive terms. The services of the ARMD shall commence upon signing and dating this contract and shall remain in effect from year to year until cancelled by either party, or until the term of the person in that position expires, or until a successor is elected by the TEMS Board of Directors.

Either party may terminate this Contract upon 60 days' written notice to the other party.

RENEWAL OF CONTRACT

This Contract is one year and will be renewed annually unless otherwise terminated by the parties under the terms and conditions of the original contract.

TERMS AND CONDITIONS

TEMS will provide the following payment(s) and benefits to the ARMD and members of the Operational Medical Directors Committee:

1. The ARMD will be paid \$1,000.00 annually for services associated with this contract and to pay registration fees, travel, and per diem meals and lodging for professional training and meetings related to and in support of the ARMD's functions. The ARMD shall act be an independent contractor and is responsible for obtaining and maintaining appropriate medical licensure, appropriate liability insurance, payment of all FICA, state and federal taxes, and complying with other similar requirements which are customary in industry. One half of the payment will be made within 30 days of contract execution and any annual renewal. One half of the payment will be made between 180 and 210 days of contract execution and any annual renewal.
2. Reimburse the ARMD and other members of the Operational Medical Directors committee for travel and meal expenses incurred by attending TEMS OMD Committee meetings, state medical control committee meetings and other local meetings and training incurred as a result of and a benefit to regional medical direction contingent upon the availability of budgeted funds.
3. Provide for "box lunch" or budget-similar plated or buffet style meals and refreshments for members attending quarterly OMD Committee meetings.

Reimbursement payments will be made within 30 days following the submission of a TEMS Reimbursement Form with appropriate documentation of the training/meeting costs incurred.

INTEGRATION AND MODIFICATION

This contract sets forth the entire understanding and agreement between the ARMD and TEMS and supersedes all other agreements and understandings between the parties with respect to matters covered by this Contract. Any changes to this Contract must be made in writing, signed by both parties and attached hereto.

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