

**WVEMS BOARD OF DIRECTORS**

**Thursday, Sept. 12, 2019**

**Salem Civic Center**

**Executive Committee - 1:30 PM**

**Full Board - 2:00 PM**

1. Call to Order
2. Introduction of New Board Members and Guests
3. Secretary's Report
  - a. Minutes - June 20, 2019 meeting
4. Treasurer's Report (*Treasurer Joe Coyle*)
  - a. FY 2020 YTD Treasurer's Report
  - b. FY 2019 Unaudited Year-end Treasurer's Report
5. Reports and Action Items
  - a. Executive Committee (*President Steve Simon*)
    - i. Strategic Planning Discussion - "*How to best chart our course forward*"
    - ii. FY2020 Committee Appointments
  - b. Medical Direction
    - i. Protocol Revisions - Progress Report (*Stanley, Logan, Cockrell*)
    - ii. Reaffirm Regional Medical Director Contract
    - iii. Pharmacy Workgroup
      - Drug Box Security Project - Status of VDH/OEMS Contract Modification Request (*Logan*)
  - c. Performance Improvement Committee (meets same day as Board)
    - i. Affirmation of Regional Performance Improvement /Trauma Performance Improvement Plan
  - d. Near Southwest Preparedness Alliance (NSPA) - (*Robert Hawkins*)
  - e. EMS Operations
    - i. MCI Planning - Participation (*Cathy Cockrell for Mike Garnett*)
  - f. Education Workgroup
    - i. Radford University Agreement Update (*Logan*)
    - ii. NRV Advanced EMT Course - Status (*Cockrell*)
    - iii. Upcoming paramedic Course in Roanoke (*Cockrell*)
    - iv. Status of Training Equipment Grant (*Logan*)
  - g. Communications Workgroup
    - i. Bald Knob Communications Tower Site - Status Report (*Logan*)
6. EMS Financial Assistance (*Joe Trigg*)
7. State EMS Advisory Board Report (*Jason Ferguson*)
8. New Business
9. President's Report
10. Staff Reports
11. Public comments
12. Adjourn

**WESTERN VIRGINIA EMERGENCY MEDICAL SERVICES COUNCIL  
BOARD OF DIRECTORS**

**DRAFT MEETING MINUTES**

**DATE:** Sept. 12, 2019

**LOCATION:** Salem Civic Center

**Directors Present**

Steve Allen, Patrick County  
Jim Cady, Jr., Roanoke City  
Jim Cady, Sr., Craig County  
Joe Coyle, Montgomery County  
Jason Ferguson, Botetourt County  
Richard Flora, At-large, Fifth PD  
Robert Hawkins, NSPA  
Charles Lane, MD, Regional Medical Director  
Robert Logan, Executive Director  
Ryan Muterspaugh, Alleghany County  
Dwaine Paxton, City of Covington  
Matt Rickman, City of Salem  
Kris Shrader, City of Martinsville  
Stephen Simon, Roanoke County  
Eric Stanley, DO, ED Physician At-large  
Matt Tatum, Henry County  
Joe Trigg, Pulaski County  
Valerie Tweedie, At-large, Fourth PD  
Dale Wagoner, At-large, Twelfth PD

**Staff Present**

Cathy Cockrell, Education Program Director  
Sandi Short, Business Manager  
Gene Dalton, Field Coordinator II  
Chris Christensen, Field Coordinator II

**Guests Present**

None

**TO ORDER**

President Steve Simon called this regular meeting of the Board of Directors to order at 2:00 PM.

**SECRETARY'S REPORT**

The executive director presented minutes of the last meeting as distributed. He called for any corrections or additions.

Being none, motion was made and seconded to approve the minutes. **Motion CARRIED.**

**TREASURER'S REPORT**

**YTD Report:** Treasurer Joe Coyle then presented the year-to-date Treasurer's Report for the current fiscal year. He noted that all accounts were within expectations.

Motion was made and seconded to receive the year-to-date Treasurer's Report. **Motion CARRIED.**

The treasurer then presented the unaudited year-end report for FY2019. It was noted that we ended the year in the black, and that there will be some adjusting entries made in conjunction with the year-end closeout and audit, such as depreciation and accrued PTO.

Motion was made and seconded to receive the FY2019 year-end Treasurer's Report. **Motion CARRIED.**

## **REPORTS AND ACTION ITEMS**

### **Executive Committee**

The executive committee met prior to the regular meeting to consider the following matters:

**Strategic Planning** – President Simon lead a discussion on the future structure of our Council, and its relationship with our two neighboring councils (Southwest and Blue Ridge). He and the executive director introduced the discussion with a visual presentation which outlined five options for our structure moving forward:

- Collaboration Model
- Merger Model
- State-Regional Model
- Status Quo
- Dissolution

These options were discussed at length. It was noted that any level of collaboration is supported in our Regional EMS Plan (*Core Strategy 1, section 1.2: Continue definitive discussions with the Southwest Virginia EMS Council, Blue Ridge EMS Council, and others relevant to developing service area concepts, effective partnerships and collaboration.*)

The executive committee recommends that the president appoint a small workgroup to continue exploring the options, and bring recommendations back within 60 days. The executive committee will then bring a recommendation to the board within another 30 days.

It was then moved and seconded to direct the President to appoint a workgroup to continue fact-finding toward determination of the best course of action for the future structure of the Western Virginia EMS Council. The work group will request a meeting with officials of the Virginia Office of EMS along with representatives of the Blue Ridge and Southwest Virginia EMS Councils within 30 days to determine OEMS support for restructuring. The workgroup will report to the Executive Committee within 60 days. The Executive Committee will bring recommendations to the full board at its next regular or special called meeting, where such recommendations will be presented in the form of a resolution to be considered for adoption. **Motion CARRIED.**

President Simon appointed the following strategic planning workgroup to continue this work:

Carey Harveycutter  
Matt Rickman  
Val Tweedie  
Joe Coyle  
Rob Logan  
Steve Simon

The executive committee then presented the president's appointments for committees for FY 2020.

The committee list has been posted to the board's agenda web page.

Motion was made and seconded to affirm the appointments, and to allow the president to make additional appointments throughout the year as needed. **Motion CARRIED.**

### **Medical Direction**

#### ***Protocol Revisions:***

Dr. Lane and Dr. Stanley reported that the mobile app is complete, but there are still some tweaks that are needed. Dr. Ekey is working diligently with the app developer to complete this task. Dr. Stanley reported that the rollout video is complete. He will furnish the digital file to staff to prepare it to be posted on the website. The drug box updates will begin as soon as possible.

#### ***Regional Medical Director Contract***

It is necessary to reaffirm our regional medical director's contract. The contract renews each year unless terminated according to the terms of the agreement.

Motion was made and seconded to reaffirm the current Regional Medical Director contract with Dr. Charles Lane. **Motion CARRIED.**

***Pharmacy Workgroup:*** The security measures discussed at the June board meeting will be implemented, along with a web-based drug box tracking system. Our recent MOU modification request to VDH/OEMS for this project was approved.

### **Performance Improvement Committee**

Kris Shrader, PI Committee vice-chair, and staff liaison Chris Christensen reported for the Performance Improvement Committee which met today, September 12, 2019 at the WVEMS office. The committee considered revisions to the "WVEMS Regional General & Trauma Performance Improvement Plan."

The Performance Improvement Committee moved to reaffirm the unchanged "WVEMS Regional General & Trauma Performance Improvement Plan" as recommended by the committee. **Motion CARRIED.**

### **NSPA**

Robert Hawkins, board member representing the Near Southwest Preparedness Alliance, reported for NSPA.

He reported on a joint program with WVEMS to offer various TECC training programs across the region, along with other initiatives currently in the works with NSPA. Cathy Cockrell noted that Field Coordinator Mike Garnett would provide Train-the-Trainer assistance to operationalize the TECC initiative.

### **EMS Operations**

***MCI Planning:*** Cathy Cockrell and Rob Logan reported on various MCI-related activities. Rob noted that the Code of Virginia was amended last year to include the regional EMS councils as reviewers for mandatory school crisis plans. So far, two school systems have submitted their plans, and we have responded with recommendations relating to the EMS sections of those plans.

### **Education Workgroup**

**Radford University Agreement:** Now that Jefferson College of Health Sciences has transitioned into Radford University, our collaboration agreement is with Radford University. We worked with Senior Assistant Attorney General Allen Wilson to structure the transition of our agreement. For the first year, the agreement remains the same and we executed a "Consent to Assign" to assign the agreement to RU. In future years, it will likely be modified, but RU has firmly stated that it wishes to continue our relationship to allow us to offer accredited courses in conjunction with the University.

**NRV Advanced EMT Course:** Cathy Cockrell reported that an Advanced EMT course recently completed at our New River Valley training center. A recruiting effort for a new AEMT course in the New River Valley did not generate enough applicants for this projected course to be offered.

**Roanoke Paramedic Course:** In October, we will begin a Paramedic course in conjunction with Radford University. The course will be held at the RU campus in Roanoke (formerly Jefferson College of Health Sciences), beginning on October 22. The course is already fully enrolled.

**Training Equipment Grant:** Rob Logan reported that the recently awarded grant for training equipment at the WVEMS New River Valley Training Center's accredited Advanced EMT program is complete. All equipment has been received, and reimbursement has been received from VDH/OEMS.

### **Communications Workgroup**

Rob Logan reported that the agreement with Bath County to assume ownership and responsibility to maintaining the Bald Knob communications site is nearing completion. Copies of the lease and other documents were posted to the board's agenda website. We are awaiting a colocation agreement prior to executing the lease.

### **EMS FINANCIAL ASSISTANCE**

Joe Trigg reported for the EMS financial assistance program. Application period for the current RSAF cycle is open until September 16 at 5:00 PM. In the most recent cycle, 91 agencies received awards, funding 61% of the total requested dollar amount.

FARC has met twice recently, once on July 21, and then in a work session on August 1. Going forward, the state EMS Medical Director will review all "innovative initiative" requests.

### **EMS ADVISORY BOARD**

Jason Ferguson provided a report, and a link to the transcript of the most recent EMS Advisory Board meeting was posted on the board's agenda website. He reported that the meeting included a lengthy discussion on the current and past OEMS CE-Auxiliary program, and referred the board to the meeting transcript, particularly from page 55 on.

He reported that the advisory board will hold a retreat with OEMS staff on Monday and Tuesday, Sept. 15-16.

### **NEW BUSINESS**

None

### **PRESIDENT'S REPORT**

Nothing further.

**STAFF REPORTS**

Rob Logan – None

Cathy Cockrell – Reported on several Stop-the-Bleed courses taught by Mike Garnett in the New River Valley, and on an upcoming TECC course offered jointly by Blacksburg Rescue and WVEMS.

Chris Christensen – None

Gene Dalton - None

Sandi McGrath – None

**HEARING OF THE PUBLIC**

None

Being no further business, the meeting was adjourned at 3:25 PM.

/s Robert Logan, Executive Director

WESTERN VA EMS COUNCIL  
 UNAUDITED TREASURER'S REPORT  
 AS OF JUNE 30, 2019

<b>REVENUES</b>	<b>BUDGET</b>	<b>TOTAL</b>	<b>% YTD</b>
STATE GOVERNMENT (OEMS CONTRACT)	433,450	433,450	100.00%
SUPPLEMENTAL STATE EDUCATION ADMIN FUNDS	34,000	38,999	114.70%
SUPPLEMENTAL STATE SYMPOSIUM ADMIN FUNDS	18,000	19,382	0.00%
LOCAL GOVERNMENT	133,000	140,352	105.53%
UNITED WAYS	3,000	1,559	51.95%
SPECIAL FUNDS		2,743	
CONTRIBUTIONS	1,000		0.00%
NSPA/VHHA PROGRAM REVENUE	500,000	872,481	174.50%
DIRECT PROGRAM INCOME (Tuitions, grants, VDH/OEMS)	235,000	319,981	136.16%
NSPA OFFSET REVENUE (Contract for services)	16,000	5,999	37.49%
RENT INCOME (NSPA)	18,000	24,000	133.33%
OTHER INCOME - SALE OF ASSET	11,200		0.00%
CREDIT CARD HOSTING FEE		866	0.00%
INVESTMENT / GAINS/LOSSES	10,000	7,912	79.12%
<b>TOTAL REVENUES</b>	<b>1,412,650</b>	<b>1,867,724</b>	<b>132.21%</b>
<b>EXPENDITURES</b>	<b>BUDGET</b>	<b>TOTAL</b>	<b>% YTD</b>
SALARIES / WAGES (WVEMS)	470,000	510,454	108.61%
PAYROLL TAXES (FICA)	35,955	39,037	108.57%
VEC	1,200	52	4.35%
403(b) / RETIREMENT	23,500	22,587	96.12%
HOSPITAL / MEDICAL INSURANCE	52,000	56,980	109.58%
LIFE INSURANCE/DISABILITY	11,000	12,153	110.49%
DENTAL INSURANCE	4,000	2,246	56.15%
PROFESSIONAL SERVICES/FEES	12,000	10,868	90.57%
MEDICAL DIRECTION ASSISTANCE	1,000		0.00%
MAINTENANCE / REPAIRS / SERVICE CONTRACTS	2,500	(1,088)	-43.53%
OCCUPANCY (Utilities, repairs, NRV rent etc.)	22,000	19,831	90.14%
POSTAL / SHIPPING	2,500	1,783	71.33%
TELECOMMUNICATIONS	16,000	15,661	97.88%
SUPPLIES (ADMIN)	9,395	11,108	118.24%
EQUIPMENT	10,000		0.00%
INSURANCE	12,000	13,951	116.26%
DIRECT PROGRAM EXPENSES	160,000	223,648	139.78%
NSPA/VHHA PROGRAM EXPENSES	500,000	872,481	174.50%
PRINTING / PUBLICATIONS	3,000	2,114	70.46%
TRAVEL / LODGING	5,000	4,926	98.52%
FUEL/VEHICLE MAINTENANCE	14,000	6,837	48.83%
MEETING SUPPORT	1,200	1,066	88.85%
DUES / MEMBERSHIP FEES	1,600	2,601	162.58%
STAFF DEVELOPMENT	15,000	5,731	38.21%
CISM PROGRAM COSTS	2,000	1,529	76.46%
COMMUNICATION SITE RENTAL	6,000	8,100	135.00%
COMMUNICATIONS WIRELINES	9,000	4,332	48.13%
COMMUNICATIONS MAINTENANCE	2,000	2,780	139.02%
COMMUNICATIONS UTILITIES	800	570	71.30%
COMMUNICATIONS INSURANCE	3,000	3,000	100.00%
COMMUNICATIONS EQUIPMENT	5,000		
<b>TOTAL EXPENDITURES</b>	<b>1,412,650</b>	<b>1,855,340</b>	<b>131.34%</b>

## PROGRAM

REVENUE (PROGRAM ACCOUNTS)	TOTAL
OEMS FUNDS - INTERMEDIATE	
OEMS FUNDS - ENHANCED	3,763
OEMS FUNDS - ADJUNCT	
OEMS FUNDS - CARDIAC	
OEMS FUNDS - CT TRANSITION	
OEMS FUNDS - SHOCK TRANSITION	
OEMS FUNDS - ALS CE	
OEMS FUNDS - BLS	
OEMS FUNDS - EMT	
OEMS FUNDS - CE	34,445
OEMS FUNDS - AUX	51,720
PROGRAM SERVICE FEES	9,650
PROTOCOL, ETC. SALES	
TEXTBOOK SALES	
CONSOLIDATED TESTING	30,140
DRUG BOX ENTRANCE FEES	9,557
GRANTS & SPECIAL PROJECTS	4,065
SALES - CONSUMER GOODS	
WEB DATABASE	
PROCESSING FEES	
PROGRAM FEES - MONROE HEALTH CENTER	
PROGRAM TUITION - INTERMEDIATE	
PROGRAM TUITION - ENHANCED	94,800
PROGRAM TUITION - ADJUNCT	
PROGRAM TUITION - CARDIC	81,761
PROGRAM TUITION - OTHER	
PROGRAM TUITION -	
PROGRAM TUITION - NRVTC	
ID CARD SALES	80
COMMUNITY COLLEGE COURSE REVENUE	
<b>TOTAL REVENUES</b>	<b>319,981</b>

EXPENSES (PROGRAM ACCOUNTS)	TOTAL
CONTRACTS FOR SERVICES (INTERMEDIATE)	12,298
CONTRACTS FOR SERVICES (ENHANCED)	35,804
CONTRACTS FOR SERVICES (ADJUNCT)	50
CONTRACTS FOR SERVICES (CARDIAC)	7,538
CONTRACTS FOR SERVICES (SPEC. PROJ.)	24,997
CONTRACTS FOR SERVICES (ALS TEST)	19,053
CONTRACTS FOR SERVICES (CTS)	24,120
CONTRACTS FOR SERVICES (CE WEEKENDS)	
CONTRACTS FOR SERVICES (DRUG TESTING)	3,806
CONTRACTS FOR SERVICES (OEMS CE)	14,000
CONTRACTS FOR SERVICES (OEMS AUX)	32,220
PAYROLL TAXES (FICA)	5,855
VEC	91
RENT - NRV TRAINING CENTER	1,370
POSTAGE (NRVTC)	
SUPPLIES (Programs)	2,667
SUPPLIES (CTS)	2,161
SUPPLIES/RESTOCK TRAINING	2,511
SUPPLIES (ALS TESTING)	1,481
SUPPLIES (EDUCATION)	
SUPPLIES (NRVTC)	
TEXTBOOKS (EMT-I)	
TEXTBOOKS (ALS)	5,163
EQUIPMENT (EDUCATION)	96
EQUIPMENT (ALS TESTING)	2,073
INSURANCE	1,287
PRINTING / PUBLICATIONS (EDUCATION)	
PRINTING / PUBLICATIONS (NRVTC)	
AMLS CERTIFICATES	
BADGE TRAINING CARDS	208
GRANTS & SPECIAL PROJECTS	10,077
DRUG BOX EXCHANGE	11,557
CREDIT CARD DISCOUNT	3,169
MERCHANDISE FOR RESALE	
ID CARD PROGRAM	
COMMUNITY COLLEGE FEES	
TUITION REIMBURSEMENT - ENHANCED	
TUITION REIMBURSEMENT - INTERMEDIATE	
<b>TOTAL EXPENDITURES</b>	<b>223,648</b>

State Funds	(32,304.00)
Funds from Sale of Assets	(15,691.00)
Cost of New Vehicles	64,608.00
Net Cost of New Vehicles	16,613.00

WESTERN VA EMS COUNCIL  
 UNAUDITED TREASURER'S REPORT  
 AS OF AUGUST 31, 2019

REVENUES	BUDGET	TOTAL	% YTD
STATE GOVERNMENT (OEMS CONTRACT)	433,450		0.00%
SUPPLEMENTAL STATE SYMPOSIUM ADMIN FUNDS	18,000	3,000	0.00%
LOCAL GOVERNMENT	140,000	43,101	30.79%
UNITED WAYS	2,500	334	13.35%
CONTRIBUTIONS	1,000		0.00%
DIRECT PROGRAM INCOME (Tuitions, grants, VDH/OEMS)	243,500	14,782	6.07%
NSPA OFFSET REVENUE (Contract for services)	34,800		0.00%
RENT INCOME (NSPA)	24,000	4,000	16.67%
OVERHEAD INCOME - VDH	4,620		0.00%
CREDIT CARD HOSTING FEE		165	0.00%
INVESTMENT / GAINS/LOSSES	10,000	275	2.75%
<b>TOTAL REVENUES</b>	911,870	65,656	7.20%
EXPENDITURES	BUDGET	TOTAL	% YTD
SALARIES / WAGES (WVEMS)	496,000	89,465	18.04%
PAYROLL TAXES (FICA)	37,944	6,336	16.70%
VEC	400	4	1.12%
403(b) / RETIREMENT	24,800	3,425	13.81%
HOSPITAL / MEDICAL INSURANCE	48,000	9,694	20.20%
LIFE INSURANCE/DISABILITY	11,500	2,159	18.78%
DENTAL INSURANCE	2,800	511	18.26%
PROFESSIONAL SERVICES/FEEES	12,000		0.00%
MEDICAL DIRECTION ASSISTANCE	1,000		0.00%
MAINTENANCE / REPAIRS / SERVICE CONTRACTS	2,500	1,952	78.09%
OCCUPANCY (Utilities, repairs, NRV rent etc.)	22,000	1,352	6.15%
POSTAL / SHIPPING	2,500	91	3.63%
TELECOMMUNICATIONS	15,000	2,683	17.89%
SUPPLIES (ADMIN)	9,426	1,030	10.92%
EQUIPMENT	5,000	1,636	32.72%
INSURANCE	12,000	2,942	24.52%
DIRECT PROGRAM EXPENSES	158,000	18,030	11.41%
PRINTING / PUBLICATIONS	2,400	(112)	-4.66%
TRAVEL / LODGING	5,000	1,189	23.79%
FUEL/VEHICLE MAINTENANCE	8,500		0.00%
MEETING SUPPORT	1,200		0.00%
DUES / MEMBERSHIP FEES	2,000	875	43.75%
STAFF DEVELOPMENT	9,600		0.00%
CISM PROGRAM COSTS	2,000		0.00%
COMMUNICATION SITE RENTAL	6,000		0.00%
COMMUNICATIONS WIRELINES	5,000		0.00%
COMMUNICATIONS MAINTENANCE	3,000		0.00%
COMMUNICATIONS UTILITIES	800		0.00%
COMMUNICATIONS INSURANCE	3,000		0.00%
COMMUNICATIONS EQUIPMENT	2,500		
<b>TOTAL EXPENDITURES</b>	911,870	143,264	15.71%

## PROGRAM

REVENUE (PROGRAM ACCOUNTS)	TOTAL
OEMS FUNDS - INTERMEDIATE	
OEMS FUNDS - ENHANCED	
OEMS FUNDS - ADJUNCT	
OEMS FUNDS - CARDIAC	
OEMS FUNDS - CT TRANSITION	
OEMS FUNDS - SHOCK TRANSITION	
OEMS FUNDS - ALS CE	
OEMS FUNDS - BLS	
OEMS FUNDS - EMT	
OEMS FUNDS - CE	
OEMS FUNDS - AUX	
PROGRAM SERVICE FEES	
PROTOCOL, ETC. SALES	
TEXTBOOK SALES	
CONSOLIDATED TESTING	5,525
DRUG BOX ENTRANCE FEES	2,057
GRANTS & SPECIAL PROJECTS	
SALES - CONSUMER GOODS	
WEB DATABASE	
PROCESSING FEES	
PROGRAM FEES - MONROE HEALTH CENTER	
PROGRAM TUITION - INTERMEDIATE	
PROGRAM TUITION - AEMT	7,200
PROGRAM TUITION - ADJUNCT	
PROGRAM TUITION - CARDIAC	
PROGRAM TUITION - OTHER	
PROGRAM TUITION -	
PROGRAM TUITION - NRVTC	
ID CARD SALES	
COMMUNITY COLLEGE COURSE REVENUE	
<b>TOTAL REVENUES</b>	<b>14,782</b>

EXPENSES (PROGRAM ACCOUNTS)	TOTAL
CONTRACTS FOR SERVICES (INTERMEDIATE)	923
CONTRACTS FOR SERVICES (ENHANCED)	9,845
CONTRACTS FOR SERVICES (ADJUNCT)	
CONTRACTS FOR SERVICES (CARDIAC)	
CONTRACTS FOR SERVICES (SPEC. PROJ.)	
CONTRACTS FOR SERVICES (ALS TEST)	2,165
CONTRACTS FOR SERVICES (CTS)	1,971
CONTRACTS FOR SERVICES (CE WEEKENDS)	
CONTRACTS FOR SERVICES (DRUG TESTING)	
CONTRACTS FOR SERVICES (OEMS CE)	175
CONTRACTS FOR SERVICES (OEMS AUX)	
PAYROLL TAXES (FICA)	1,022
VEC	24
RENT - NRV TRAINING CENTER	343
POSTAGE (NRVTC)	
SUPPLIES (Programs)	620
SUPPLIES (CTS)	
SUPPLIES/RESTOCK (TRAINING)	30
SUPPLIES (ALS TESTING)	
SUPPLIES (EDUCATION)	
SUPPLIES (NRVTC)	
TEXTBOOKS (EMT-I)	
TEXTBOOKS (ALS)	363
INSURANCE	550
PRINTING / PUBLICATIONS (EDUCATION)	
PRINTING / PUBLICATIONS (NRVTC)	
AMLS CERTIFICATES	
BADGE TRAINING CARDS	
GRANTS & SPECIAL PROJECTS	
DRUG BOX EXCHANGE	
CREDIT CARD DISCOUNT	
MERCHANDISE FOR RESALE	
ID CARD PROGRAM	
COMMUNITY COLLEGE FEES	
TUITION REIMBURSEMENT - ENHANCED	
TUITION REIMBURSEMENT - INTERMEDIATE	
<b>TOTAL EXPENDITURES</b>	<b>18,030</b>

## WESTERN VIRGINIA EMS COUNCIL, INC.

Balance Sheet  
August 31, 2019

## ASSETS

## Current Assets

Ryan Hubbard Scholarship Fund	\$	466.21
SUNTRUST CHECKING		160,644.97
SUNTRUST PAYROLL		150.10
Western 14 Task Force		1,904.17
PREPAID EXPENSES		77.98
ACCOUNTS RECEIVABLE		8,733.27
DUE FROM NSPA		40,902.13

Total Current Assets 212,878.83

## Property and Equipment

Total Property and Equipment 0.00

## Other Assets

FRANKLIN TEMPLETON-LPL		168,265.05
COMMUNICATIONS EQUIPMENT		180,426.65
MISCELLANEOUS EQUIPMENT		359,787.04
OFFICE EQUIPMENT		35,144.59
BUILDING		175,223.00
LAND		201,600.00
BLDG. IMPROVEMENTS		86,142.54
GENERATOR BUILDING & EQUIPME		16,672.25
ACCUMULATED DEPRECIATION		(426,996.26)

Total Other Assets 796,264.86

Total Assets \$ 1,009,143.69

## LIABILITIES AND CAPITAL

## Current Liabilities

ACCOUNTS PAYABLE	\$	2,211.67
CLEARING ACCT (UNCASHED CHEC		157.71
ACCRUED SALARIES		46,414.24
W14 CUSTODIAL LIABILITY		1,904.17
FLEX SPENDING ACCOUNT-MEDICA		1,575.55

Total Current Liabilities 52,263.34

## Long-Term Liabilities

Total Long-Term Liabilities 0.00

Total Liabilities 52,263.34

## Capital

FUND BAL. UNRESTRICTED		707,162.00
FUND BAL. UNRESTRICTED DES.		55,036.00
RETAINED EARNINGS		272,477.95
FUND BALANCE TEMP. RESTR.		20,374.00
Net Income		(98,169.60)

Total Capital 956,880.35

Total Liabilities & Capital \$ 1,009,143.69

Unaudited - For Management Purposes Only

**BILL OF SALE**

WITNESSETH THAT:

For and in consideration of the sum of ten dollars (\$10), cash in hand paid by purchaser to seller, the receipt and sufficiency of which is hereby acknowledged, the Western Virginia Emergency Medical Services Council, Inc., a Virginia corporation ("WVEMS"), does hereby bargain, sell, assign, transfer, convey, and deliver unto Bath County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), all of its right, title, and interest in and to the following items of personal property:

1. Rohn guyed tower.
2. Communications shed.
3. Underground propane tank.
4. Propane generator and appurtenances.
5. Perimeter fence.

To have and to hold, unto Bath County, its heirs, successors, and assigns, forever.

Seller represents and warrants that Seller is the lawful owner of the said Personal Property; that Seller has the right to sell and dispose of the Personal Property; that the Personal Property is free from all claims, liens, and encumbrances; that the Seller has good and marketable title to the Personal Property; and that Seller shall execute such further assurances thereof as may be reasonably necessary.

SELLER:

WESTERN VIRGINIA EMERGENCY MEDICAL SERVICES  
COUNCIL, INC.:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA )

) to wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, \_\_\_\_\_, on behalf of the Western Virginia Emergency Medical Services Council, Inc.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

By: \_\_\_\_\_

PURCHASER:

BATH COUNTY, VIRGINIA:

By: \_\_\_\_\_

Ashton Harrison  
County Administrator

COMMONWEALTH OF VIRGINIA )

) to wit:

COUNTY BATH )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019, by Ashton Harrison, County Administrator, on behalf of Bath County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

## LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between THE NATURE CONSERVANCY, a District of Columbia non-stock corporation duly domesticated in the Commonwealth of Virginia, whose address is 490 Westfield Road, Charlottesville, Virginia 22901, hereinafter referred to as Landlord, and BATH COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is Courthouse Hill, Warm Springs, Virginia 24484, hereinafter referred to as Tenant.

### WITNESSETH:

Landlord hereby leases and demises to Tenant and Tenant hereby rents from Landlord the Leased Premises herein described upon the following terms and conditions:

1. Leased Premises. The Leased Premises consist of that certain lot or parcel of real estate situated on Bald Knob, Bath County, Virginia, as shown on a sketch attached hereto as Exhibit A, and further described as: A site, approximately 85 feet by 55 feet as enclosed around the approximate coordinates of Latitude 37° 55' 9.24" N., Longitude 79° 51' 15.23" W, and comprising 4,700 square feet, more or less, and being a part of that larger tract known as Bath County Tax Map No. 63-54, comprising 7,304.60 acres according to the tax records of Bath County, Virginia. The Leased Premises may lie within certain tracts or parcels of land owned by Landlord constituting Warm Springs Mountain Preserve (the "Preserve"), which was acquired by Landlord to protect and preserve biological and environmental attributes of the Allegheny Highlands province of Virginia. Tenant shall install and maintain on the Leased Premises only the structures and equipment described on Exhibit B. The Leased Premises include, and Tenant shall also have the non-exclusive right to use, the roads leading to the Leased Premises for the term of this Lease.

2. Term. The term of the Lease shall be for a period of ten (10) years commencing on the date hereof and terminating on \_\_\_\_\_, 2029. This Lease shall automatically renew for three successive five-year periods unless the Tenant gives the Landlord notice at least 90 days before the end of any renewal period of its intent not to renew.

3. Rent. The rental shall be the sum of Ten Dollars (\$10.00) for the term of this Lease, payable in advance without demand, which Tenant shall pay to Landlord simultaneously with the execution of this Lease.

4. Use. Tenant may use the premises for the purpose of erecting, maintaining and operating radio antennas and related equipment for transmitting and/or receiving, and for any other related lawful purpose with Landlord's prior written consent, and shall, while occupying same, comply with all laws, ordinances and regulations affecting same, including specifically all requirements of the National Radio Astronomy Observatory, Green Bank, West Virginia. Tenant shall not install or permit the operation of cellular telephone antennas, repeaters or other equipment without Landlord's prior written consent. The right of ingress and egress via existing road ways is specifically granted to Tenant for all purposes incident to this Lease. Tenant grants to Landlord and to each tenant of Landlord who is required to traverse the Leased Premises for access to such other tenant's leased premises the right to traverse via existing ways across the Leased Premises. The Tenant shall repair or cause to be repaired promptly and at its sole cost and expense all damage to Landlord's roads, fences, gates, drainage facilities or other improvements caused by the Tenant, its agents, contractors, employees, or invitees, which is in excess of normal and prudent usage of such facilities. Within fifteen (15) days of the damage, the Tenant shall meet with the Landlord and provide a plan of operation for the repairs.

5. Utilities. Tenant shall pay all charges for water, electricity, gas and other utility services to the Leased Premises for Tenant's use thereof. Tenant shall not install any utility line, equipment or conduit on any portion of Landlord's property surrounding the Leased Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed by Landlord. Upon granting such consent, Landlord agrees to execute customary deeds of easement to public utility providers if required to provide utility service to the Leased Premises. Any new utility services shall be installed along existing roads or rights-of-way across the Preserve.

6. Insurance. The Tenant at Tenant's sole expense will keep any buildings, other structures and improvements now or hereafter located on the Leased Premises insured against loss by fire (with extended coverage) to Landlord in an amount equal to the full insurable value thereof. Tenant shall also at Tenant's expense maintain general liability insurance covering the Leased Premises for the protection of both Landlord and Tenant in the amount of \$1,000,000, and shall furnish Landlord with a certificate thereof. At Landlord's request, Tenant shall cause the Landlord to be designated an additional insured on such policy. There shall be no abatement of rent in event of fire or other casualty, and Tenant shall cause the Leased Premises to be restored.

7. Taxes. Landlord shall pay all real estate taxes assessed against the land comprising the Leased Premises. Tenant shall pay all other taxes, if any, general and specific, and including those in the nature of a license tax based on the amount of rent payable hereunder, now or hereafter existing, and all excise taxes, that may be levied or assessed against the Leased Premises and personal property located thereon (including all improvements made by Tenant). Should any of such taxes be assessed in Landlord's name, Tenant agrees to promptly pay Landlord the amount thereof upon presentation of a statement therefor.

8. Maintenance. Tenant accepts the Leased Premises "as is," and Landlord makes no warranties, express or implied, with respect thereto. The Tenant at Tenant's sole expense will keep and maintain the Leased Premises and all improvements from time to time located thereon, and all appurtenances thereto, in good repair and in safe and sanitary condition, ordinary wear and tear excepted; and will at Tenant's sole expense make all necessary repairs, replacements and renewals, which shall be substantially equal in quality and class to the original work. The Tenant will conform with and do all things necessary to comply with every valid law, regulation, order and requirement of any governmental authority relating to the Leased Premises and Tenant's operations thereon, and will hold and save Landlord harmless from all costs, liability, demands and damages arising out of or caused by Tenant's breach thereof or failure to comply therewith. The Landlord shall not be required to repair or maintain the Leased Premises in any way and shall not be liable for any damage to any tower, building, other structure or equipment caused by fire, lightning, wind, ice, weather, animals, vandalism or any other cause whatsoever. The Tenant agrees to place a sign or placard on a building or other structure located on the Leased Premises which shall identify the Tenant by name.

9. Changes and Alternations. Tenant may, at Tenant's expense, alter, remodel, improve or modify any structure that Tenant places on the Leased Premises, provided that the alterations or improvements are approved in writing in advance by Landlord. Provided Tenant is not in default hereunder, Tenant may upon termination of this Lease or any renewal or extension thereof remove from the Leased Premises all materials, equipment, structures and property installed by Tenant thereon, provided that such property may be removed without substantial injury to the Leased Premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition prior to installation of such property. At the option of Landlord any such property not removed within ninety (90) days following termination of this Lease or any renewal or extension

thereof shall become the property of Landlord. Landlord shall have the right to dispose of any of Tenant's structures or property still remaining on the Leased Premises after such 90-day period, at Tenant's expense. Tenant acknowledges that Landlord has leased to other tenants similar premises which are being used for purposes similar to Tenant's use of Leased Premises. Tenant covenants not to interfere with any other tenant's use of such tenant's respective leased premises. Tenant will indemnify Landlord against any damages Landlord might suffer by reason of such interference; and, Tenant further covenants that it will hold Landlord harmless from any claim made by Tenant alleging that any other tenant of Landlord has interfered with Tenant's operation. Tenant shall provide Landlord with twenty-one (21) days prior written notice of any construction on Leased Premises.

10. Liens. The Tenant shall not suffer or permit any lien to be filed against the Tenant's leasehold interest in the Leased Premises or any improvement thereon by reason of work, labor, services or materials performed by or supplied to the Tenant or anyone holding the Leased Premises or any part thereof under this lease. If any such lien is filed against the Tenant's leasehold interest or any improvements thereon, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same unless other arrangements are authorized in writing by the Landlord. The Tenant shall indemnify the Landlord for any costs, damages or expenses (including attorneys' fees) incurred as a result of the filing of such liens or in obtaining their discharge whether such costs, damages or expenses were incurred prior or subsequent to lease termination.

11. Condemnation. If the Leased Premises or any part thereof shall be condemned or taken for a public or quasi-public use, then, upon payment of any award or compensation arising from such condemnation or taking, there shall be such abatement in rent and other such adjustment as might be just and equitable under all the circumstances, regardless of any technical rule of law, but Tenant shall not, under any circumstances, be entitled to a condemnation award for the value of its tenancy.

12. Default. A breach of any of the covenants or conditions of this Lease continuing for more than fourteen (14) days after notice thereof from Landlord shall be deemed a default by Tenant under this Lease. However, a default (except as to payment of rentals) as to matters capable of being cured shall be deemed cured if Tenant, in good faith, commences performance required to cure same within fourteen (14) days after receipt of such notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default. In addition to all other remedies available at law or in equity, upon default by Tenant, Landlord may without notice to Tenant, re-enter the Lease Premises, but no such re-entry shall be deemed an acceptance of a surrender of this Lease. In the event of re-entry for default, Landlord may, but shall not be required to, re-let the Leased Premises or any part thereof, as agent for Tenant, for any sum that Landlord may deem reasonable. Further, Landlord may at Landlord's option terminate this Lease for default, in which event Tenant shall remain liable for all Tenant's obligations under this Lease, and for such loss and damages as Landlord may sustain as a result of Tenant's breach hereof.

13. Holdover. Should Tenant continue in possession after the end of the term herein with permission of Landlord, it is agreed that the tenancy thus created can be terminated by either party giving to the other party not less than thirty (30) days written notice at any time. During such holdover, rental shall be paid on a monthly basis and shall be equal to the most recent monthly installment of rent due hereunder.

14. Notices. All notices required to be given under this Lease shall be deemed given if in writing and delivered personally, two days after being mailed by registered or certified mail, postage prepaid and return receipt requested, or one day after being sent by a nationally recognized courier

service, in any case properly addressed to the receiving party's address set forth at the beginning of this Lease.

15. Assignment. Tenant shall not assign or sublet the Leased Premises without the prior written consent of the Landlord, which consent may be withheld in the Landlord's sole discretion.

16. Collocation. Tenant shall not enter into any sublease, license or other agreement for the installation, maintenance or operation of communications equipment owned or operated by a third party without Landlord's approval.

17. Collocation Fees. In the event that a private, for-profit communications equipment operator desires to locate radio, cellular, television, cable or any other type of communication equipment on the Leased Premises, the Landlord may, in its sole discretion, permit the Tenant to enter into a sublease or license for such equipment (a "Collocation Agreement"), in which case the Landlord shall be paid a collocation fee (the "Fee") in the amount of forty percent (40%) of the consideration for such collocated equipment. Landlord may withhold its consent to the Collocation Agreement if the rent or fee to be charged the collocating entity is less than the current fair market value for the rights granted in the Collocation Agreement. The Fee shall be remitted to Landlord not later than ten (10) business days after it is received by Tenant. Failure to remit the Fee to Landlord for more than thirty (30) days after payment was due the Tenant pursuant to the Collocation Agreement shall be a default under this Lease. Notwithstanding the foregoing, Tenant may permit governmental or charitable organizations ( exempt from taxation pursuant to Section 501 (c)(3) of the Internal Revenue Code) to collocate communications equipment on the Leased Premises for purposes of carrying out their governmental or charitable purposes at a rent or fee less than fair market value or for no rent. Likewise, due to the benefits to accrue to Landlord pursuant to agreements between it and The Homestead regarding maintenance and security of the Preserve, Tenant may agree in writing to permit the entity that operates The Homestead to collocate communications equipment (for hotel management purposes only) on the Leased Premises at a rent or fee less than fair market value or for no rent. Any such agreement with a governmental or charitable organization, or the operator of The Homestead, shall be in writing (a "Local Use Agreement"). No such Collocation Agreement or Local Use Agreement shall be for a term longer than the term of this Lease, and the Landlord shall indicate its consent, if given, to a Collocation Agreement, or any amendment thereto, by its execution thereof. Any Collocation Agreement shall provide that in the event Tenant defaults on this Lease, the entire amount due Tenant thereunder shall be paid directly to Landlord. Tenant shall provide the Landlord with a true copy of any such Collocation Agreement or Local Use Agreement, amendment thereto or any other documents reasonably requested by the Landlord.

18. Expenses. In the event of any breach of any covenant, condition or provision of this Lease by Tenant, Landlord may, but shall not be obligated to, after reasonable notice to Tenant, cure such breach for the account and at the expense of the Tenant. Tenant shall promptly reimburse Landlord for any expense, including reasonable attorney fees, it may incur as a result of any breach hereof by Tenant, or in enforcing any provision hereof. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Leased Premises by Tenant or any other persons on the Leased Premises with Tenant's consent.

19. Indemnification. To the extent permitted by law, and without intending to assume any liability for which it would have sovereign immunity if sued in its own name, Tenant shall indemnify and hold harmless Landlord against all liability, losses, damages and expense (including legal and attorney fees) incurred or suffered by Landlord as a result of any injury to property or person, including death, on the Leased Premises or resulting from any act or omission of Tenant or

any of its agents, contractors, employees, or invitees, on or in the vicinity of, or relating to Tenant's activities on, the Leased Premises.

20. Environmental Liability. Tenant will indemnify Landlord against all costs (including legal and attorney fees), penalties, losses and damages, incurred by Landlord resulting from any environmental contamination caused by Tenant or any of Tenant's agents, contractors, employees, sub-lessees, invitees and assigns during the term of this Lease, as extended, and any previous Lease terms.

21. Miscellaneous. This Lease shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon the parties, their successors and assigns.

This Lease contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto. No waiver of any breach of covenant or condition herein shall be construed as a waiver of a covenant or condition itself or any subsequent breach thereof. The paragraph headings appearing in this Lease are for purposes of easy reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions hereof.

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their duly authorized representatives.

THE NATURE CONSERVANCY,  
a District of Columbia non-stock corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is \_\_\_\_\_ of The Nature Conservancy, a District of Columbia non-stock corporation, on behalf of the corporation.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

BATH COUNTY, VIRGINIA, a political subdivision of  
the Commonwealth of Virginia

By: \_\_\_\_\_

Its: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA:

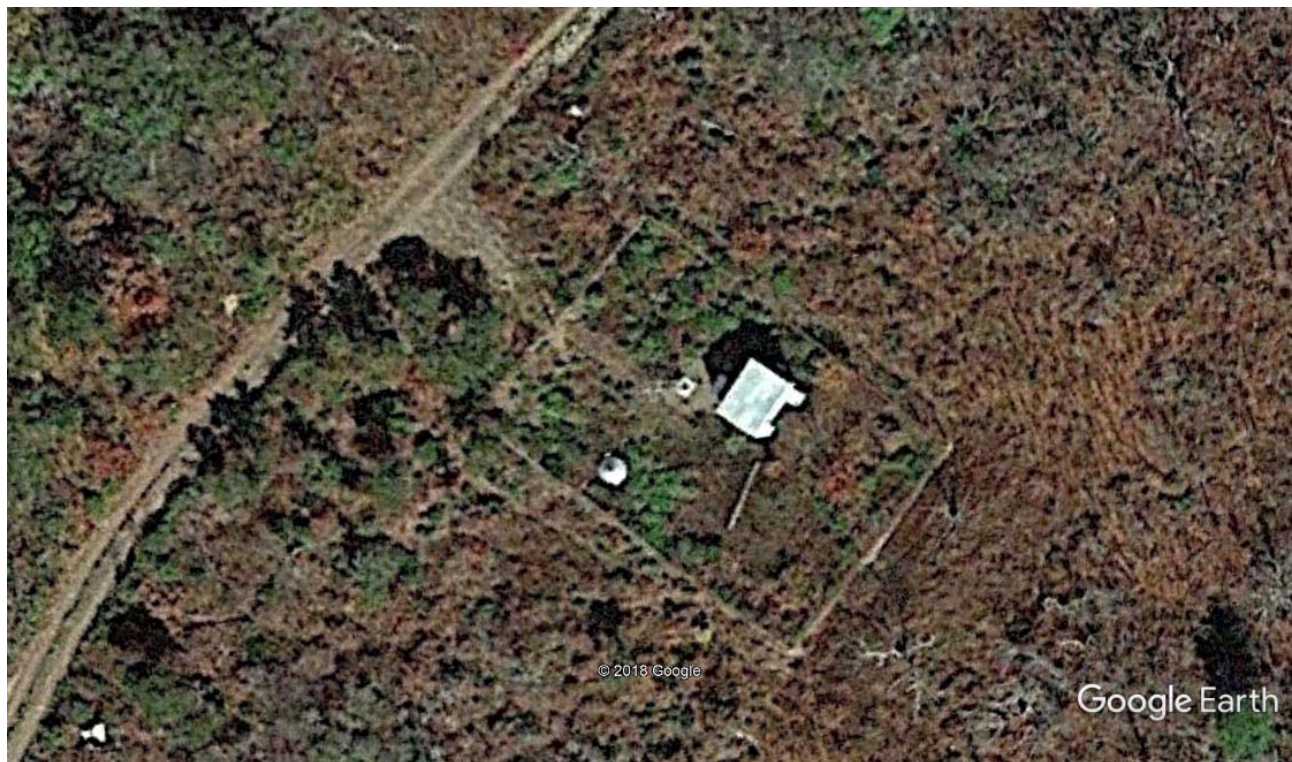
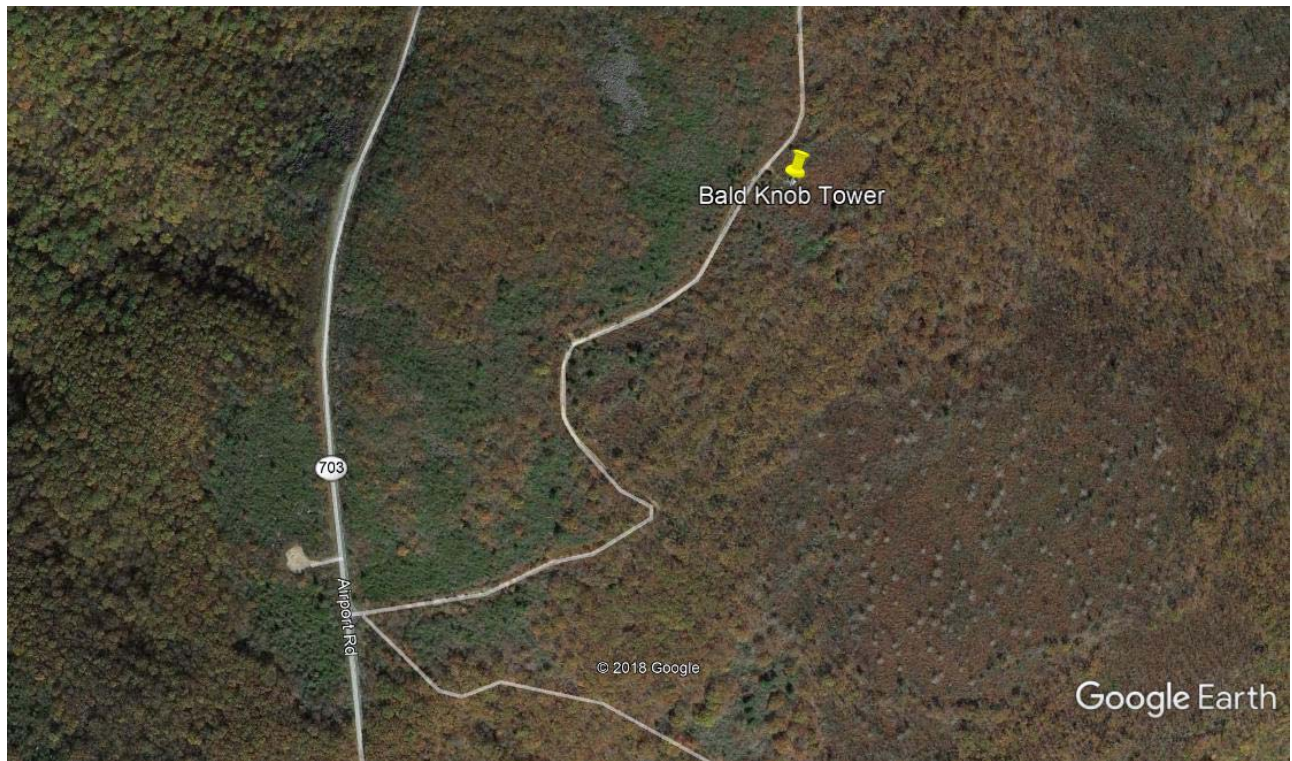
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_, who is \_\_\_\_\_ of the County of Bath, a political subdivision  
of the Commonwealth of Virginia.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Exhibit A - map



The Bald Knob site is an approximately 85' x 55' fenced compound with a guyed tower, equipment building, and an underground propane tank.

Exhibit B – equipment schedule

1. Rohn guyed tower (approximately 60').
2. Equipment building.
3. Underground propane tank.
4. Propane generator.
5. Fenced perimeter
6. (planned) 190' freestanding tower.
7. (planned) Equipment building. (existing equipment building will be removed upon completion)



# WESTERN VIRGINIA EMS COUNCIL GENERAL & TRAUMA PERFORMANCE IMPROVEMENT PLAN



Adopted by WVEMS Board of Directors September 20, 2018.



**Western Virginia EMS Council, Inc.**  
1944 Peters Creek Road NW  
Roanoke VA 24017  
800.972.4367  
[www.wvems.org](http://www.wvems.org)

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▪ Virginia Administrative Code 12 VAC 5-31-600	
▪ Code of Virginia § <a href="#">8.01-581.17</a>	
▪ Code of Virginia § <a href="#">8.01-581.16</a>	

## Purpose

The Western Virginia Emergency Medical Services Council General and Trauma Performance Improvement Committee (PI) is responsible for assuring and improving the quality of pre-hospital medical care within WVEMS region, and for monitoring compliance with the region's Ambulance Patient Destination Policy for field-to-hospital transfer of patients.

## Definitions

1. Quality Assurance (**QA**) is the retrospective review or inspection of services or processes that is intended to identify problems.
2. Quality Improvement (**QI**) is the continuous study and improvement of a process, system or organization
3. Performance Improvement (**PI**) is the collective term used to refer to the entire QA/QI process in place in the Western Virginia EMS region.

## Primary Objectives

Collect and analyze patient care statistics to evaluate system effectiveness and identify trends (QI)

1. Publish and distribute reports and recommendations resulting from #2(QI)
2. Conduct Medical Incident Reviews (QA)
3. Provide constructive feedback on quality improvement to all EMS professionals and Operational Medical Directors within the WVEMS Region.

## PI Committee Composition

The WVEMS PI Committee shall fairly and broadly represent each of the planning districts that comprise the WVEMS region. The committee shall, at least, consist of members as specified in by current contract or other agreement with the Virginia Department of Health, Office of EMS:

## Member Guidelines

1. Members of the PI committee are charged with the responsibility of assuring that reasonable standards of care and professionalism are met.
2. It is recommended that members participate in an ongoing PI Program including patient care and patient transfer audits (for hospitals) and data collection within their respective EMS agency or hospital. Members will assist in the development of a PI Program when requested by an agency in the area they represent.
3. Members must maintain strict confidentiality of patient information, personnel and all case review information discussed or reviewed in the QA/QI process.

## Committee Guidelines

The committee will be chaired by the WVEMS Regional Medical Director or another member of the Medical Direction Committee appointed by the RMD. The chair shall:

1. Uphold decisions and actions of the PI committee.
2. Approve all letters of recommendations to local EMS agencies, Operating Medical Directors or hospitals.
3. Approve all proposals for changes to PI policies and guidelines.
4. Serve as liaison to local EMS agencies, OMD's and other physicians involved in emergency care.
5. Serve as liaison to the WVEMS Medical Direction Committee
6. Conduct projects/studies at least in minimum number and topics as required by the WVEMS contract with the Virginia Office of EMS. Such projects and studies may focus on criteria determined by the PI Committee and/or Medical Director

The committee composition shall contain equal representation of Operational Medical Directors, hospitals from varied areas of the region, and EMS providers from each of the following, air medical agency, fire based service, career, and volunteer services.

To ensure equal representation reflective of the system the following shall apply:

1. The Operational Medical Director must be current as an approved OMD by OEMS.
2. A representative of a Designated Trauma Center in the region, and functions in a capacity that relates to the EMS system.
3. A representative of a hospital in the region, and functions in a capacity that relates to the EMS system.
4. A representative of air medical agency that provides service in the region.
5. A representative of a career EMS agency that provides service in the region.
6. A representative of a volunteer EMS agency that provides service in the region.

A pre-hospital EMS provider shall be elected by the committee to serve as co-chair. The co-chair shall act in the absence of the Chair, and shall serve as liaison to all local EMS agencies.

## Confidentiality

In order to maintain the integrity of the PI committee and protect patient and provider privacy, each member at all times will maintain strict confidentiality. However, communication with other entities of the system is essential. Specifically, when an issue is identified within the system involving such matters as skill performance, critical thinking, documentation, equipment, protocol deviation or other general issues, it is the responsibility of this committee to inform the appropriate agency leader and the agency's OMD, and elicit input for possible solutions. All reasonable efforts will be taken to maintain patient anonymity.

### PCR Reviews (QA)

1. Patient Care Reports (PPCR's) may be reviewed by the PI committee. These reviews may be random or specific.
2. Data extracted from PPCR may be evaluated and used for various PI projects and studies. Data may be provided by the Virginia Office of EMS, or collected locally.

## Medical Incident Review (MIR)

Effective identification, analysis, and correction of deficiencies requires an objective review by qualified, appropriate representatives of EMS and hospitals within the WVEMS region, and must be protected by a process which ensures confidentiality.

1. EMS agencies, providers, hospitals, and members of the public may refer any incidents for Medical Incident Review (MIR). This may include incidents with either positive or negative outcomes.
2. The PI committee may, at its discretion and after review of the documentation provided, conduct a formal Medical Incident Review (MIR).
3. Submission of a Medical Incident Review
  - Only one MIR report is required to trigger a MIR. Such request may be made by any EMS agency, provider, hospital, or member of the public.
  - A Medical Incident Review form and copy of the related PPCR(s) should be submitted to WVEMS. The form is available on the WVEMS website. The PPCR may be faxed, mailed, delivered, or scanned and emailed.
4. The agencies and/or facilities involved in the MIR will be notified of any incident that has been accepted for review. The appropriate personnel will be notified by their respective agency/facility of the initiation of the MIR process. The agency representative will discuss the MIR with the agency's OMD. In 10 days, WVEMS PI staff will contact the OMD to determine what actions have taken place. The OMD may request a formal review, including referral of the event to the PI committee.
5. The MIR process **may** include:
  - A review of the pertinent medical records including the PPCR and if available, any electronic and digital communications relating to the incident and patient outcome data.
  - A formal interview with involved personnel to review the pertinent facts of the incident
6. If escalated to the PI committee, the committee shall review all facts found during the review process, to identify and address the root cause and to recommend solutions. Examples may include knowledge or skill proficiency, limitation of resources, inadequate communications, personal conduct, etc.)
7. The PI committee shall provide the results of the MIR and recommendations or constructive feedback to the affected OMD or hospital officials.

Recommendations may include, but are not limited to, any of the following:

- Revisions to policy, procedure, or protocols
- Revisions to operational procedures or equipment.
- System-wide retraining, individual counseling, individual knowledge and skills evaluation/refresher, and/or clinical monitoring

For EMS agency and/or provider issues, all recommendations will be sent to the involved agency's leader, to the individual(s) involved, and to the OMD. For hospital issues, the letter shall be directed to the appropriate hospital personnel to include the hospital's quality assurance staff. Such letters will be approved by the PI committee's chair.

8. The PI committee shall track all MIRs and respond to trends and patterns, and shall develop recommendations to resolve any identified issues or deficiencies.
9. The PI committee will report to the Virginia Office of EMS any findings that are or could be in violation of Virginia Emergency Medical Services Regulations 12 VAC 5-31.

## Regional EMS System Data Analysis

Performance improvement is critical to the evaluation of the EMS system in the WVEMS Region. A broad look at the contribution of the EMS system to community health must include evaluation of data from hospitals and EMS agencies. Accurate data from the region can provide specific information about the health

of our EMS System and individual communities, facilities, and about prehospital services.

While WVEMS and its PI committee have no statutory or regulatory authority to compel agencies and hospitals to participate in data submission, the committee encourages all EMS agency OMD's and hospitals to participate and comply with data submission specific to PI projects undertaken by the committee.

The Performance Improvement process in the WVEMS region should also take full advantage of data collected by the statewide VPHIB electronic data collection system.

## APPENDIX A

### Authority

#### EMS Agency Requirement to Conduct Quality Management

Virginia Emergency Medical Services Regulations – Virginia Administrative Code

12 VAC 5-31-600: “An EMS agency shall have an ongoing Quality Management (QM) Program designed to objectively, systematically and continuously monitor, assess and improve the quality and appropriateness of patient care provided by the agency. The QM Program shall be integrated and include activities related to patient care, communications, and all aspects of transport operations and equipment maintenance pertinent to the agency’s mission. The agency shall maintain a QM report that documents quarterly PPCR reviews, supervised by the operational medical director.”

#### Regional EMS Council Protection from Discovery

Code of Virginia - § [8.01-581.17](#). Privileged communications of certain committees and entities.

A. For the purposes of this section:

"Centralized credentialing service" means (i) gathering information relating to applications for professional staff privileges at any public or licensed private hospital or for participation as a provider in any health maintenance organization, preferred provider organization or any similar organization and (ii) providing such information to those hospitals and organizations that utilize the service.

"Patient safety data" means reports made to patient safety organizations together with all health care data, interviews, memoranda, analyses, root cause analyses, products of quality assurance or quality improvement processes, corrective action plans or information collected or created by a health care provider as a result of an occurrence related to the provision of health care services.

"Patient safety organization" means any organization, group, or other entity that collects and analyzes patient safety data for the purpose of improving patient safety and health care outcomes and that is independent and not under the control of the entity that reports patient safety data.

B. The proceedings, minutes, records, and reports of any (i) medical staff committee, utilization review committee, or other committee, board, group, commission or other entity as specified in § [8.01-581.16](#); (ii) nonprofit entity that provides a centralized credentialing service; or (iii) quality assurance, quality of care, or peer review committee established pursuant to guidelines approved or adopted by (a) a national or state peer review entity, (b) a national or state accreditation entity, (c) a national professional association of health care providers or Virginia chapter of a national professional association of health care providers, (d) a licensee of a managed care health insurance plan (MCHIP) as defined in § [38.2-5800](#), (e) the Office of Emergency Medical Services or any regional emergency medical services council, or (f) a statewide or local association representing health care providers licensed in the Commonwealth, together with all communications, both oral and written, originating in or provided to such committees or entities, are privileged communications which may not be disclosed or obtained by legal discovery proceedings unless a circuit court, after a hearing and for good cause arising from extraordinary circumstances being shown, orders the disclosure of such proceedings, minutes, records, reports, or communications. Additionally, for the purposes of this section, accreditation and peer review records of the American College of Radiology and the Medical Society of Virginia are considered privileged communications. Oral communications regarding a specific medical incident involving patient care, made to a quality assurance, quality of care, or peer review committee established pursuant to clause (iii), shall be privileged only to the extent made more than 24 hours after the occurrence of the medical incident.

C. Nothing in this section shall be construed as providing any privilege to health care provider, emergency medical services agency, community services board, or behavioral health authority medical records kept with respect to any patient in the ordinary course of business of operating a hospital, emergency medical services agency, community services board, or behavioral health authority nor to any facts or information contained in

such records nor shall this section preclude or affect discovery of or production of evidence relating to hospitalization or treatment of any patient in the ordinary course of hospitalization of such patient.

D. Notwithstanding any other provision of this section, reports or patient safety data in possession of a patient safety organization, together with the identity of the reporter and all related correspondence, documentation, analysis, results or recommendations, shall be privileged and confidential and shall not be subject to a civil, criminal, or administrative subpoena or admitted as evidence in any civil, criminal, or administrative proceeding. Nothing in this subsection shall affect the discoverability or admissibility of facts, information or records referenced in subsection C as related to patient care from a source other than a patient safety organization.

E. Any patient safety organization shall promptly remove all patient-identifying information after receipt of a complete patient safety data report unless such organization is otherwise permitted by state or federal law to maintain such information. Patient safety organizations shall maintain the confidentiality of all patient-identifying information and shall not disseminate such information except as permitted by state or federal law.

F. Exchange of patient safety data among health care providers or patient safety organizations that does not identify any patient shall not constitute a waiver of any privilege established in this section.

G. Reports of patient safety data to patient safety organizations shall not abrogate obligations to make reports to health regulatory boards or other agencies as required by state or federal law.

H. No employer shall take retaliatory action against an employee who in good faith makes a report of patient safety data to a patient safety organization.

I. Reports produced solely for purposes of self-assessment of compliance with requirements or standards of the Joint Commission on Accreditation of Healthcare Organizations shall be privileged and confidential and shall not be subject to subpoena or admitted as evidence in a civil or administrative proceeding. Nothing in this subsection shall affect the discoverability or admissibility of facts, information, or records referenced in subsection C as related to patient care from a source other than such accreditation body. A health care provider's release of such reports to such accreditation body shall not constitute a waiver of any privilege provided under this section.

Code of Virginia - § [8.01-581.16](#). Civil immunity for members of or consultants to certain boards or committees.

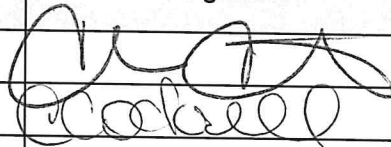

Every member of, or health care professional consultant to, any committee, board, group, commission or other entity shall be immune from civil liability for any act, decision, omission, or utterance done or made in performance of his duties while serving as a member of or consultant to such committee, board, group, commission or other entity, which functions primarily to review, evaluate, or make recommendations on (i) the duration of patient stays in health care facilities, (ii) the professional services furnished with respect to the medical, dental, psychological, podiatric, chiropractic, veterinary or optometric necessity for such services, (iii) the purpose of promoting the most efficient use or monitoring the quality of care of available health care facilities and services, or of emergency medical services agencies and services, (iv) the adequacy or quality of professional services, (v) the competency and qualifications for professional staff privileges, (vi) the reasonableness or appropriateness of charges made by or on behalf of health care facilities or (vii) patient safety, including entering into contracts with patient safety organizations; provided that such committee, board, group, commission or other entity has been established pursuant to federal or state law or regulation, or pursuant to Joint Commission on Accreditation of Healthcare Organizations requirements, or established and duly constituted by one or more public or licensed private hospitals, community services boards, or behavioral health authorities, or with a governmental agency and provided further that such act, decision, omission, or utterance is not done or made in bad faith or with malicious intent.



## Attendance Roster

<b>Meeting Title:</b> Western Virginia Emergency Medical Services Council / Board of Directors	<b>Meeting Date:</b> September 12, 2019
<b>Meeting Location:</b> Salem Civic Center	

Board Members	Agency Affiliation	Email Address	Signature	In Person	Phone
1. Rob Logan	WVEMS Staff	logou@vaems.org	<i>[Signature]</i>	✓	
2. Joe Coyle	Mont Co.	jcoyle@christiansburg.org	<i>[Signature]</i>	✓	
3. Val Tweedie	Mont Co.	vtweedie@christiansburg.org	<i>[Signature]</i>	✓	
4. Jim Cady Sr.	GRAIG Co	Jimcady1@gmail.com	<i>[Signature]</i>	✓	
5. JIM CADY JR.	RKE Fire - EMS	JIM.CADY@ROANOKE.VA.GOV	<i>[Signature]</i>	✓	
6. Richard F. Love	5 <sup>th</sup> Dist PD	rfl24019@gmail.com	<i>[Signature]</i>	✓	
7. Gene Dalton	WVEMS Council	gdalton@vaems.org	<i>[Signature]</i>	✓	
8. Charles C. Lane	WVEMS	charles.lane@franklincounty.org	<i>[Signature]</i>	✓	
9. Eric Stanley	REMSI	D.Eric.Stanley@gmail.com	<i>[Signature]</i>	✓	
10. Stephen Swan	PCFRD	sswan@pcfrd.org	<i>[Signature]</i>	✓	
11. Matt Rickman	Salem Fire	mrickman@salemva.gov	<i>[Signature]</i>	✓	
12. Robert Hawkins	NSPA	rhawkins@vaems.org	<i>[Signature]</i>	✓	
13. Steve Allen	Patrick County	sallen@co.patrick.va.us		✓	
14. Jason Ferguson	Botetourt Co ES	jferguson@botetourt.org		✓	
15. Ryan Muterspaugh	Sharon VFD	rmuterspaugh@co.allegany.va.us		✓	
16. Dwaine Paxton	City of Covington	dpaxton@covington.va.us		✓	
17. Kris Shrader	Martinsville	Kshrader@co.martinsville.va.us		✓	

Print Name	Agency Affiliation	Email Address	Signature	In Person	Phone
18. Matt Tatum	Henry Co.	mtatum@henrycountyva.gov		✓	
19. Joe Trigg	REMSI	jtrigg@pulaskicounty.org		✓	
20. Dale Wagoner	HCPS	dwagoner@co.henry.va.us		✓	
21.					
22.					
23.					
24.					
25.					
26.					
27.					
Staff Members	Agency Affiliation	Email Address	Signature	In Person	Phone
1. Chris Christensen	WVEMS	cchristensen@vaems.org		✓	
2. Cathy Cockrell	WVEMS	ccockrell@vaems.org		✓	
3. Sandi McGrath	WVEMS	smcgrath@vaems.org		✓	
4.					
5.					
6.					
7.					
Guest Name	Agency Affiliation	Email Address	Signature	In Person	Phone
1.					
2.					
3.					
4.					