Conflict of Interest Disclosure

NONE

A conflict of interest exists when an individual is in a position to profit directly or indirectly through application of authority, influence, or knowledge in relation to the affairs of ABC. A conflict of interest also exists if a relative benefits or when the organization is adversely affected in any way.

Why a Contract?

- EMS medical control is a marketable skill
- It carries liability
- Your contract may help defend a lawsuit by defining the parameters of your roles and responsibilities
Why a Contract?
- Agencies need to understand their responsibility to YOU
- Many EMS systems want to give you responsibility but not authority!

Why This Course?
- Most doctors aren’t trained in negotiating contracts
- Many MD’s “sell themselves short”
- MD suits on the rise
- Forewarned is forearmed!

What is a Contract?
- An agreement memorialized in a legal document
- Both parties must read fully and understand
- Legally binds both parties for the term of the agreement
What is a Contract

- "Meeting of the minds"
  - Requires negotiation and compromise
- Each party gives something and gets something (consideration)

Elements of an EMS MD Contract

Contract should cite the EMS law in your state under which you function
- Include regulations and any applicable law
Components

- What each party gives
  - specifics: when, where, how often, how much
- What each party gets
  - specifics: when, where, how often, how much
- What law applies
- Limitations and exceptions
- What to do if someone breaches
  - arbitration? lawsuit?

Components

- WHAT DO YOU GIVE
  - List your services to include:
    - Quality assurance activities - in field evaluation, retrospective chart review, in house evaluation
    - Dispatch supervision and pre arrival instructions
    - Training
    - Physical assessments
    - Hiring/firing input
    - Liaison activities

Components

- WHAT DO YOU GIVE (continued)
  - Remediation training
  - Meetings
  - Grant proposals
  - Dispatch responsibilities
  - Compliance with laws
  - HOW MANY DAYS/MONTH
  - and then some...
Components

**WHAT DO YOU GET?**
- COMPENSATION
- BENEFITS- CME?
- TRAVEL REIMBURSEMENT
- VEHICLE
- PAGER, CELLPHONE, RADIO
- SUPPORT? OFFICE, SECRETARY, COPYING

Components

**WHAT DO YOU GET?**
- AUTHORITY sufficient to carry out responsibility
  - Agreement that you’re the ONLY medical director
  - Agreement to abide by your decisions
  - Where you are in the organizational chart
- If they want ADVICE, hire a consultant!!
  - You are not in an “advisory” capacity!

Insurance

**THE INSURANCE ISSUE**
- Who insures you?
- For what?
- Field procedures?
- Admin/employment issues?
- Who pays for it?
- "GOING BARE"
Components

- Select how and where your contract disputes will be resolved
- Should be convenient to both parties

Components

- How will supervision be handled if you are unavailable?
  - Assistant Medical Director?
  - Someone else taking call?
- Address standards and processes for withholding or withdrawing medical control
  - Just cause?
  - What, if any, process is due?

Components

- WITHDRAWING MEDICAL CONTROL: HOW WILL THIS BE HANDLED?
  - You need immediate, full authority to limit or withdraw medical control
  - Avoid requirements to “consult” before taking action
  - Is due process required?
  - This is NOT the EMS service’s disciplinary proceeding!!!
Authority?

- Where does your authority to suspend, limit or revoke medical supervision come from?
  - Statute?
  - Regulation?
  - Your contract?

Termination and Renewal

- How can you get out?
- What if they want you out?
- Can contract be "automatically renewed" from year to year?

Components

- Arbitration clause
  - Requires arbitration before a lawsuit can be filed
  - Keeps costs down of litigating contract disputes
Due Process?
- Addendum to MD contract - due process?
- Any appeal right?
- County ordinance to prevent paramedic from getting medical control elsewhere
- Address whether you can protect paramedic's discipline, QA & training records from discovery
  - Peer review immunity
  - NAEMSP position paper in progress

Indemnification Clauses
- USE EXTREME CAUTION when faced with these “hold harmless” clauses
- You may be asked to give up your statutory and constitutional rights and receive nothing in return
- Refuse to indemnify for employment issues
  - “I don’t hire/I don’t fire” defense

Employee or Contractor?
- As an independent contractor:
  - No statutory tort immunity even if contracted to government agency
  - Obtain own insurance (big $$$)
- As an employee:
  - Be sure their insurance covers physicians for patient care in the field and for employment civil rights claims
Your Contract

◆ DON'T JUST SIGN WHAT THEY GIVE YOU!!
  - Consult an attorney knowledgeable in contract law
  - The contracts you get are often written by administrators or paramedics
  - They may contain illegal clauses
◆ DON'T DO THIS IN A HURRY!
◆ DO READ IT!!

Your Contract

◆ Don't be too hasty, too busy or too cheap to have an attorney review a proposed contract for you!!
◆ Hard for MD to say they didn't read or understand provisions

Your Contract

◆ Negotiation is part of the process
◆ May require multiple drafts
◆ Does not happen overnight!
Conclusions

- Read before you sign
- Consult an attorney
- Negotiate
- Authority should match responsibility
  - Don’t allow limitations on your authority!
- Spell out compensation issues
- Caution re: indemnification clauses