

**AMENDED AND
RESTATED FRANCHISE
AGREEMENT FOR
AMBULANCE SERVICE**

This AMENDED AND RESTATED FRANCHISE AGREEMENT (Agreement) dated as of February 23, 2023, modifies and/or restates the provisions of the Amended and Restated Franchise Agreement: Organizational, Performance and Operational Criteria for the Regional Emergency Medical Services Authority dated August 25, 2022, and is entered into by and between the Washoe County Health District, a Special District created pursuant to Nevada Revised Statutes, Chapter 439 (DISTRICT) and the Regional Emergency Medical Services Authority, a Nevada Non-Profit Corporation (REMSA) to provide for ambulance services within the defined franchise area upon the Effective Date of this Agreement, with reference to the following recitals:

RECITALS

WHEREAS, in August of 1986, Washoe County, the cities of Reno and Sparks amended their Interlocal Agreement creating the Washoe County Health District conferring upon the DISTRICT the authority to exercise the power granted to Washoe County and the cities of Reno and Sparks pursuant to Nevada Revised Statutes to displace or limit competition in the grant of any franchise for ambulances services; and

WHEREAS, in 1986, DISTRICT granted REMSA the right to provide both emergency and non-emergency ambulance service by ground and rotary wing units on an exclusive basis within the Washoe County Health District except for ground operation in Gerlach and the North Lake Tahoe Fire Protection District as memorialized in a Resolution Authorizing the Regional Emergency Medical Services Authority to operate Ambulance Services on an Exclusive Basis dated October 22, 1986 and Memorandum of Understanding, Grant of Exclusive Franchise dated May 5, 1987; and

WHEREAS, REMSA has provided continuous emergency and non-emergency ambulance service within the Franchise Service Area pursuant to the Organizational, Performance And Operational Criteria for the Regional Emergency Medical Services Authority, adopted by the DISTRICT on October 22, 1986 and subsequently amended: 9/87, 1/88, 12/89, 2/90, 6/90, 3/91, 3/92, 8/93, 11/93, 7/96, 9/00, 8/03, 1/05, 5/14 and 8/22; and

WHEREAS, DISTRICT oversight of REMSA's operation of a Regional Emergency Medical Services System must be conducted comprehensively in order to evaluate and seek continuous improvement in system performance, patient outcomes, and compliance with law and regulation thus requiring periodic updates to the Franchise Agreement Organizational, Performance and Operational Criteria (the "Franchise"); and

WHEREAS, DISTRICT and REMSA desire to update the Franchise and have worked cooperatively with Washoe County and the cities of Reno and Sparks;

Now, THEREFORE, BASED UPON THE FOREGOING RECITALS WHICH ARE INCORPORATED HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 DEFINITIONS

1.1 Definitions: As used herein, the following terms shall have the follow designated meanings:

ALS means the Advanced Life Support level as defined in Nevada Administrative Code (NAC) 450B.013 under “Advanced Medical Care.”

Advanced Emergency Medical Technician (*AEMT*) shall have the meaning ascribed to it in Nevada Revised Statute (NRS) 450B.025.

BLS means Basic Life Support as defined in NAC 450B.061 under “Basic Emergency Care.”

DISTRICT means the governing body of the Washoe County Health District created pursuant to NRS 439.369, et. seq.

District Health Officer is appointed by the Washoe County DISTRICT pursuant to NRS 439.400.

Effective Date shall mean January 26, 2023.

Emergency Medical Technician (*EMT*) shall have the meaning ascribed to it in NRS 450B.065.

Franchise Service Area includes all of Washoe County with the exception of the Gerlach volunteer ambulance service area and the North Lake Tahoe Fire Protection District.

Franchise shall mean the articles contained in this document.

ILS means the Intermediate Life Support level as defined in NAC 450B.148 under “Intermediate Medical Care.”

Paramedic shall have the meaning ascribed to it in NRS 450B.095.

Transfer shall have the meaning ascribed to it in NAC 450B.253.

Transport shall have the meaning ascribed to it in NAC 450B.255.

ARTICLE 2
GRANTING OF EXCLUSIVE FRANCHISE

2.1 Exclusive Market Rights: REMSA is awarded exclusive market rights (911 and “Routine Transfer”), to contract for and through a contractor to provide both emergency and non-emergency ambulance service by ground on an exclusive basis within the Franchise Service Area, regardless of whether the patient’s destination is inside or outside Washoe County subject to the following exceptions:

(a) Long-distance, inter-facility transports which originate outside the Franchise Service Area. Other firms may compete with REMSA on a retail basis for the sale of inter-facility ambulance transports that originate outside of the Franchise Service Area and terminate in the service area;

(b) Disaster Mutual Aid. Ambulances providing assistance during disaster incidents involving the Franchise Service Area may operate within the Franchise Service Area when requested to do so by REMSA;

(c) Mutual Aid. REMSA may employ the use of “mutual aid” as appropriate in fulfillment of its obligations hereunder; and

(d) Federally Operated Ambulances. Any ambulance owned and operated by an agency of the federal government (such as military) may operate within the Franchise Service Area.

2.2 Franchise Service Area: The service area includes all of Washoe County with the exception of the Gerlach volunteer ambulance service area and the North Lake Tahoe Fire Protection District.

2.3 Level of Care:

(a) ALS Transport: All ambulances rendering ALS emergency 911 services pursuant to this agreement shall be staffed at a minimum with one paramedic and one EMT as defined in NAC Chapter 450B.

(b) ILS Transfer or Transports: Ambulances rendering ILS services for emergency 911, inter-facility transfers, or transports shall be at a minimum with one Advanced EMT and an EMT or Advanced EMT as defined in NAC Chapter 450B.

(c) BLS Transfers: Ambulances rendering BLS services for inter-facility transfers or patients discharged from a facility to their home, shall be staffed at a minimum with two EMTs as defined in NAC Chapter 450B.

All transports or transfers of sick or injured, or provision of care otherwise, shall be accomplished by the most appropriate clinical resource as approved through the mutually agreed-upon review process and implemented by the members of the EMS Joint Advisory Committee (JAC).

2.4 Review Process: The EMS JAC will review and recommend the most appropriate clinical resource based on the final International Academy of Emergency Dispatch (IAED) determinate code and a continuous Quality Assurance and Quality Improvement process. The JAC will

present its recommendation(s) to the medical director for each agency represented in the JAC and will review and provide final approval for system implementation. These recommendations can include further expansion or restriction of the level of care provided by response apparatus described in Article 2.3.

The JAC and agency medical directors will meet bi-annually and will be responsible to develop, monitor, and create action plans as appropriate tracking, trending, and clinical monitoring of response and treatment metrics. (See Article 12.1 for reporting requirements).

EMS JAC will be facilitated by members of the Washoe County Health District Emergency Medical Services Oversight Program and will be comprised of two representatives from each of the following agencies:

- REMSA
- Reno Fire Department
- Reno-Tahoe Airport Authority Fire Department
- Sparks Fire Department
- Truckee Meadows Fire Protection District

2.5 Term: REMSA shall be entitled to the exclusive right to operate ground ambulance services within the Franchise Service Area for sixteen (16) years from July 1, 2014, until June 30, 2030 (the "Term"). During the initial Term, a review of operations shall be conducted during the tenth year. If operations are determined to meet the performance standard of this agreement, a mutually agreed upon operating extension of six (6) years may be granted for the period starting on July 1, 2030 and terminating on June 30, 2036. If operations are determined by the DISTRICT to meet the performance standards of this agreement, a second mutually agreed upon operating extension of six (6) years may be granted for the period starting on July 1, 2036 and terminating on June 30, 2042.

2.6 Periodic Review: REMSA and the DISTRICT shall evaluate and discuss the terms of this Franchise after year ten (10) (2024) and year sixteen (16) (2030) (if an initial extension is granted) and amend the agreement as may be mutually agreed upon by both parties and after formal action by the DISTRICT.

2.7 Oversight Fee: REMSA shall pay an Oversight Fee of 12.5% of the total costs per year for the DISTRICT's Regional Emergency Medical Services Oversight Program. This fee is to help cover costs associated with oversight of REMSA performance. Payments shall be made upon receipt of an invoice from the DISTRICT.

2.8 Supply Exchange and Reimbursement: REMSA shall develop and offer a supply/exchange reimbursement agreement with the county and city fire service functions.

2.9 No Obligation for Subsidy: The granting of this exclusive right to operate ambulance services does not carry any obligation on the part of the District Board of Health, the Cities of Reno and Sparks and Washoe County for any type of monetary subsidy. Costs for REMSA must be borne by REMSA, which is self-supporting.

ARTICLE 3
GOVERNING BODY

3.1 REMSA Board of Directors: The governing body of REMSA (the “REMSA Board”) shall consist of the following:

- (a) One (1) representative from Renown Regional Medical Center;
- (b) One (1) representative from Saint Mary’s Regional Medical Center;
- (c) One (1) representative from Northern Nevada Medical Center;
- (d) One (1) consumer representative appointed by the above three hospital representatives;
- (e) One (1) representative from the legal profession;
- (f) One (1) representative from the accounting profession; and
- (g) One (1) consumer representative.

The last three (3) representatives set forth above are to be appointed by the DISTRICT.

The District Health Officer shall be the Ex-Officio.

The composition of the REMSA board may be modified if mutually agreed upon by the REMSA Board and the DISTRICT.

Any contract, transaction or renewal of such relationship involving a member of the REMSA Board shall be reviewed and approved by a majority of the disinterested members of the REMSA Board to assure that such contract or transaction is bona fide, at arm’s length and in the best interests of REMSA.

3.2 Board Member Separation: No employee or board member of the ambulance service contractor contracted by REMSA may serve as a member of the REMSA Board of Directors.

3.3 Meetings: The REMSA Board shall meet at least six times per calendar year to conduct operations and fiscal oversight and to develop, monitor, and amend the policies and procedures for REMSA in the provision of ambulance services.

ARTICLE 4
AMBULANCE SERVICE CONTRACTS, COMPETITIVE BIDDING AND MARKET SURVEY

4.1 Market Survey and Competitive Bidding: During the Terms of the Franchise Agreement, unless REMSA otherwise issues a competitive bid for the provision of its ground ambulance services, REMSA shall undertake market surveys initially in year seven (7) of the agreement and every six (6) years following that to ensure that the services provided by REMSA's contactor(s) optimize the quality and experience of care and achieve economic efficiency. Such market surveys shall be completed during the years 2021 and 2027. Additional market studies shall occur at six (6)-year cycles. REMSA shall follow the following procedures with respect to the market study:

(a) REMSA shall recommend an independent entity approved by the DISTRICT with expertise in emergency medical services and in high performance EMS systems (the "Consultant") to collect and analyze data and prepare a written study report.

(b) REMSA shall recommend for review a number of EMS market areas agreed to by the DISTRICT. The selected market areas shall exhibit market characteristics reasonably similar to those of the Franchise Service Area, or if not similar, different in ways for which adjustment can be made to achieve fairness in cost comparison.

(c) REMSA shall cause the Consultant to use intra-model and extra-model comparisons in the market study to the extent that reliable data can be obtained to estimate the quality of patient care, response time reliability, economic efficiency and other benchmarks of the market study and such data can be reasonable compared to REMSA's data.

(d) If, based on the market study, the REMSA Board and the DISTRICT determine that the market areas selected for comparison are receiving equal or better service at a cost substantially lower than that being offered by REMSA's contactor, taking into account relevant difference in market conditions, a competitive bid shall be conducted. Or, following the completion of a market study, the current contractor may be provided an opportunity to develop and submit for approval by the REMSA Board and the DISTRICT a performance improvement plan addressing any identified corrective actions and opportunities for performance improvement or system enhancements prior to a competitive bid.

(e) If REMSA and the DISTRICT determine that the market study reveals that the performance of REMA's contractor is reasonably competitive on service and cost, adjusted to account for relevant difference in market characteristics, no competitive bid will be required.

(f) During the term of this Franchise Agreement, if it is deemed necessary by REMSA, or is deemed necessary as a result of a Market Study result as outlined above, REMSA shall undertake a competitive bid process to select its ground ambulance service contactor and may enter into a multi-year agreement with that contractor for the provision of service under this Franchise Agreement. The multi-year contract with REMSA's contactor may be for a period of not more than ten (10) years total and may consist of six-year earned extensions. A waiver of the aforementioned time periods may be considered by the DISTRICT for extraordinary circumstances outside of the control of REMSA and its contractor, for example, economic conditions and health care reimbursement policy changes.

ARTICLE 5 COMMUNICATIONS

5.1 Radio: REMSA shall establish 800 MHz communications capabilities with the current 911 system requirements and transition in the future to maintain compatible communications with 911 systems as technologies evolve as defined by the DISTRICT.

5.2 Dispatch: REMSA is the community emergency medical dispatch center for the Franchise Service Area. REMSA will be responsible for coordinating all EMS service radio traffic for patient reports to the area hospitals and will record these transactions.

REMSA's dispatch center must also maintain a secondary emergency communication system and must include operational drills on the backup system conducted at least on an annual basis. All dispatch system equipment must be consistently maintained in good working order. REMSA shall provide documentation of compliance to the DISTRICT annually.

REMSA shall furnish at its own expense a system status management (SSM) based computer aided dispatch (CAD) system. When the Washoe County/Reno PSAP and Sparks PSAP Tiburon CAD systems are installed and upgraded the REMSA CAD system shall at a minimum, be capable of interfacing in real time with the Washoe County/Reno and Sparks CAD systems (henceforth public safety CADs); contributing to a complete electronic record of response times from all dispatch activities.

REMSA shall furnish and maintain at its own expense its share of a two-way interface between the public safety CADs and REMSA's CAD. This interface shall at a minimum provide for the instantaneous and simultaneous transmission of call-related information and unit status updates between the public safety CADs and REMSA's CAD. At a minimum, this interface shall facilitate:

- (a) CAD call creation and forwarding to one or more agencies;
- (b) Real-time resource availability and status changes of all participating agencies;
- (c) The capability of communicating between PSAPs and field units in which mobile data terminals (MDTs) are installed; and
- (d) The ability to view run time information for all calls.

Automatic Vehicle Location (AVL). REMSA shall furnish and maintain at its own expense its share of a two-way interface between the public safety CADs and REMSA's CAD which provides two-way communication and visualization of AVL information regarding REMSA ambulance locations and EMS vehicles in order to allow to the closest EMS responder to respond within each response agency's jurisdiction.

5.3 Change of Priority: Once a priority has been assigned to a call, REMSA shall not upgrade or downgrade that priority unless the patient information has changed by the calling party, or unless requested by the PSAP or an on-scene first responder.

**ARTICLE 6
DATA AND RECORDS MANAGEMENT**

6.1 Data and Records: REMSA shall work with the 911 system and utilize CAD-to-CAD interface to obtain and utilize combined identifiers which will be used to analyze EMS responses and PSAP data.

REMSA shall provide additional response data and records as requested by the District Health Officer to support the DISTRICT's oversight role and assist in continuously improving the quality of the regional EMS system.

REMSA shall make available electronic patient care records as requested by the District Health Officer.

**ARTICLE 7
RESPONSE COMPLIANCE AND PENALTIES**

7.1 Response Zones: The franchise area shall be divided into response zones A through E as specified in the map included as a part of this agreement in Attachment A. This map identifies the response zones effective July 1, 2014. The response zone map may change during the period of the agreement due to annual review and as mutually agreed to by REMSA and the DISTRICT. The response zones will have response time compliance standards for all presumptively defined life-threatening calls (Priority 1 calls) as follows:

Zone A – REMSA shall ensure that 90% of all presumptively defined life-threatening calls (Priority 1 calls) have a response time of eight (8) minutes and fifty-nine (59) seconds or less within the combined Zone A areas.

Zone B, C, and D – REMSA shall ensure that 90% of all presumptively defined life-threatening calls (Priority 1 calls) collectively have a response time of fifteen (15) minutes and fifty-nine (59) seconds or less for the combined Zone B areas, twenty (20) minutes and fifty-nine (59) seconds or less for the combined Zone C areas, and thirty (30) minutes and fifty-nine (59) seconds or less for the combined Zone D areas.

Zone E – These response areas are considered wilderness/Frontier and REMSA shall respond to calls in these areas, which may require extraordinary measures, as quickly as possible.

For the purpose of calculating the compliance to these standards, all Priority 1 responses within the separately defined response zones (except Zone E) will be counted. REMSA shall be deemed as being in compliance when, 1) REMSA arrives on the scene of a Priority 1 call within the designated time frame for that response zone, or 2) when upon arrival at the dispatched location of a Priority 1 call there is no patient due to a false alarm or good intent call, or 3) when being dispatched to the wrong location of a Priority 1 call due to misinformation from a calling or transferring party. All responses which are canceled before arrival on scene shall not be counted in the compliance calculations.

A “*life-threatening call*” shall be considered those defined as Priority 1 by the medical dispatch protocol.

“*Response time*” means that time period measured from receipt of information by the REMSA dispatch facility on the patient location, the patient condition, and a telephone call back number to the point in time when the assigned ALS ambulance unit reports to the dispatch facility that it is on scene, which is when such vehicle arrives at the incident location.

7.2 Response Determinants: The REMSA Medical Director and the Fire Departments’ Medical Director(s) shall jointly review Emergency Medical Dispatch determinants and set priorities for the system on an annual basis.

7.3 Zone Map: REMSA shall provide, and the DISTRICT shall maintain a current response zone map, which is annually reviewed and approved by the DISTRICT. The response zone map will be made publicly available through the DISTRICT’s website.

7.4 Response Time Reporting: REMSA shall submit response time data to the DISTRICT on a monthly basis to assure compliance with the response time standards. The DISTRICT shall conduct monthly reviews of REMSA response time data to assure compliance. Response time data shall include response time zones and address or latitude and longitude coordinates where the vehicle has arrived at the incident location.

7.5 Penalties: For each and every call resulting in a patient transport that does not meet the required response time and for which there are not extenuating circumstances either approved by the District Health Officer, or which meet exemption criteria established by REMSA and approved by the District Health Officer, a penalty of \$17.83 per minute (or portion thereof) shall be assessed for each call that does not meet the required response time, up to a maximum of \$150.00 per call. Effective July 1, 2015, REMSA shall increase its penalty amounts for all established late responses each year by an amount equal to one hundred percent (100%) of the annually allowed consumer price index U.S. {West-Size Class B/C All Urban Consumers Medical Care Item (December 1997=100)} (“CPI”) increase when compared to the same data period for the previous year.

7.6 Exemptions: Response time exemptions shall be reported monthly to the District Health Officer. Disputes between REMSA and its ambulance contractor(s) arising over an exemption shall be forwarded to the District Health Officer. The District Health Officer shall review the dispute and make a determination which shall be final and binding upon both parties.

An exemption to response time penalties may be granted by the District Health Officer, or designee, when adherence to response time requirements under extreme weather conditions would jeopardize public safety or the safety of the ambulance personnel. Other exemptions and exemption criteria may also be provided to REMSA upon approval of the DISTRICT. Existing exemptions granted by the District Health Officer shall remain in effect unless changed or rescinded by the District Health Officer or the DISTRICT.

7.7 Penalty Fund: These penalties shall be placed in a separate restricted account of REMSA and shall be used to help defray the costs of educational or community programs, or for the other purposes subject to prior written approval by the District Health Officer. The penalty fund shall be solvent at the end of REMSA's fiscal year.

7.8 Health Officer Approval: Penalties and use of the penalty fund are all subject to approval by the District Health Officer.

ARTICLE 8 PATIENT BILLING

8.1 Average Patient Bill: The DISTRICT shall approve the amount of the maximum average patient bill for ground ambulance transport commencing and terminating within the franchise area of Washoe County to be charged by REMSA, from time to time, upon written application by REMSA. Such maximum average patient bills approved by the DISTRICT shall be automatically adjusted thereafter for any change in the CPI for the preceding year without further DISTRICT action. The District Health Officer shall inform REMSA at least annually in writing with regard to the CPI adjustment amount as determined above. REMSA shall be responsible for determining and setting, from time to time, the various rates, fees and charges which comprise the patient's bill for ground ambulance transport and within ten (10) days of such determination, REMSA shall provide the District Health Officer in writing a current schedule of rates, charges and fees for ground ambulance transport within the franchise area of Washoe County. Such schedule of rates, charges, and fees determined by REMSA shall not cause the average patient's bill for ground ambulance transport within the franchise area to exceed the amount of the maximum average patient bill then in effect as approved by the DISTRICT.

8.2 Increase Beyond CPI: If REMSA desires an increase to the average patient bill beyond the annual CPI adjustment, REMSA shall present a financial impact statement and other supporting documentation to justify such an increase. In addition, the DISTRICT may request relevant additional information to determine the necessity of the increase. The DISTRICT must either approve or reject REMSA's request increase within ninety (90) days after receipt of all requested information. If the DISTRICT does not act within the ninety (90) day period or if the DISTRICT rejects the rate increase request, REMSA, at its discretion, may submit the matter for professional mediation for resolution pursuant to the terms of this Agreement.

8.3 Overage in Bill Amount: In the event of a maximum average bill exceeds the maximum average patient bill in effect for a particular franchise year, REMSA shall offset such overage against any allowable CPI adjustment for transports in the subsequent franchise year as follows:

(a) The authorized average bill for the current franchise year will be subtracted from the cumulative average bill for the current franchise year. (\$498 actual average bill - \$491 authorized average bill = \$7 adjusted dollar amount).

(b) The adjusted dollar amount will be subtracted from the authorized CPI adjusted average bill for the next franchise year. (\$508 authorized CPI adjusted average bill - \$7 adjusted dollar amount = \$501 adjusted average bill).

The ensuing franchise year CPI adjustment will be added to the previous year's authorized CPI adjusted average bill.

8.4 Third-Party Reimbursement: In setting and adjusting such rates, changes, and fees for ground ambulance transport within the franchise area, REMSA shall utilize its best efforts to maximize third part reimbursement and minimize transported patients' out-of-pocket expense as insurance and governmental reimbursement laws, regulations, and procedures change, from time to time.

8.5 Prepaid Subscription Program: Unless otherwise prohibited by law, REMSA shall maintain a voluntary prepaid ambulance subscription membership program within the franchise area of Washoe County to defray the uninsured portion of medically necessary ambulance transport within the franchise area of Washoe County. REMSA shall establish the limit for the number of times this service may be used by an individual in a membership year and shall report the terms of this service to the DISTRICT on a yearly basis.

8.6 Billing: REMSA is responsible for all billing of patients and third-party payers for ambulance services provided or REMSA may allow a contractor to do so.

8.7 Accounting Practices: REMSA shall conform to all generally accepted accounting practices ("GAAP") and shall have an annual, independent financial audit prepared according to generally accepted auditing standards ("GAAS").

8.8 Audit: REMSA will provide a copy of the financial audit to the District Health Officer within 180 days of the close of its fiscal year and a copy of the Internal Revenue Service Form 990 to the District Health Officer within fourteen (14) days of its submission to the Internal Revenue Service. The independent auditing firm will be selected by REMSA, and such firm must be subject to peer review. In addition to the normal scope of the independent audit, the independent auditing firm will perform "agreed upon procedures" on the average bill and on specific franchise issues as agreed to by REMSA and the District Health Officer.

ARTICLE 9 PERSONNEL AND EQUIPMENT

9.1 Dispatch Personnel Training: All personnel within the REMSA dispatch facility shall be trained at the emergency medical technician or paramedic level. All medical dispatch personnel shall maintain certification as Emergency Medical Dispatchers (EMD) from the National Academy of Emergency Medical Dispatchers. New dispatch personnel shall receive training during their first six (6) month of employment. REMSA shall provide documentation of compliance to the DISTRICT annually.

9.2 Dispatch Accreditation: REMSA shall maintain the National Academy of Emergency Medical Dispatchers accreditation of the Accredited Center of Excellence.

9.3 Personnel Licensing and Certification: All Attendants, Emergency Medical Technicians/Paramedics and Emergency Medical Dispatchers involved in providing emergency medical services under this Franchise Agreement shall be properly trained, licensed, and/or certified in accordance with the requirement of the NRS, Chapter 450B.

9.4 ICS Training: REMSA field staff and field management personnel shall be trained in the National Incident Management System/Incident Command System (NIMS/ICS) protocols at the 100, 200, and 700 levels. All field personnel will be trained on the Washoe County Multi Casualty Incident Plan (MCIP), and field management staff will have additional training to the ICS 300 level.

During a declared emergency or emergency training exercises, REMSA shall participate in the operations section of the Emergency Operations Center (EOC) and shall be trained in and utilize the National Incident Management System/Incident Command System (NIMS/ICS) protocols through the ICS 400 level or as may be designated in the future by the Federal Emergency Management Agency (FEMA).

9.5 Ambulance Markings: All ambulance units, either directly operated by REMSA or by a REMSA contractor, shall be marked with REMSA identity rather the individual identity of any ambulance service contractor.

9.6 Ambulance Permits and Equipment: All ambulance units shall be permitted, equipped, and operated in accordance with NRS 450B.

9.7 Field Supervisor Staffing: REMSA shall insure that a field supervisor is on each shift. Such supervisor shall facilitate integration of REMSA ambulance units with public safety personnel, may assist REMSA units and personnel on scene and generally function to insure the efficient operation of REMSA ambulance services on each shift, including disaster situations.

9.8 Medical Director: REMSA shall appoint a physician(s) to be the medical director(s) (Medical Director) in accordance with the requirements in Nevada Revised Statutes and the Nevada Administrative Code. REMSA shall submit the medical director(s) curriculum vitae (CV) to the District Health Officer at the time of appointment.

ARTICLE 10 QUALITY ASSURANCE

10.1 Personnel: REMSA shall designate an individual(s) to be responsible for the internal coordination of its medical quality assurance issues.

10.2 Review: Each calendar month REMSA shall conduct quality assurance reviews of ambulance runs from among at least five percent (5%) of the previous month's ALS calls. Those reviews should involve, if possible, the ambulance personnel who participated on those cases and shall be conducted by the designated REMSA coordinator(s) of medical quality issues. A

summary of those quality assurance review activities shall be included in the required monthly operations report forwarded to the DISTRICT.

ARTICLE 11 COMMUNITY RELATIONS AND PUBLIC EDUCATION

11.1 CPR Courses: REMSA shall offer cardiopulmonary resuscitation (“CPR”) courses at least monthly to the public.

11.2 Community Health Education: At least annually, REMSA shall conduct a multimedia campaign using radio, television, print media, social media, online education, or promotional displays, to educate the public. The educational focus will be based on a current needs assessment in the community to provide citizens with information on medical access, safety and/or health promotion. REMSA shall report on these activities to the DISTRICT. The Health District may assist and participate in such activities.

11.3 Clinical Skills: REMSA, upon recommendation of its designated coordinator(s) of medical quality issues, REMSA’s Medical Director, or the District Health Department, shall facilitate opportunities for clinical skill experience for specific prehospital care personnel through the clinical services of its participating hospitals.

11.4 Fire EMS Training: REMSA shall provide quarterly training for regional EMS first responders at cost to be paid by the other EMS responders’ jurisdiction, governing board or agency. Training will be determined based on recommendations of the Regional Emergency Medical Services Advisory Board as approved by the DISTRICT. REMSA shall provide documentation of compliance to the DISTRICT annually.

ARTICLE 12 REPORTING

12.1 Monthly Reports: REMSA shall provide the DISTRICT a monthly report on operational activities which shall include:

- (a) Response Time Reporting,
- (b) CAD Edits and Call Priority Reclassifications,
- (c) Comments and Complaints,
- (d) Investigations and Inquiries,
- (e) The Average Patient Bill, and
- (f) Education and Training Activities

The reports shall be shared in a format agreed upon by the DISTRICT. In addition to REMSA’s regional fractile response time compliance reporting requirements, REMSA shall also provide response time information on Priority 1 and Priority 2 calls within each jurisdictional area (Reno, Sparks, County) separately for informational purposes. This reporting format may use “average response times” to allow for reporting compatibility with the system first responder agencies in each jurisdictional area.

12.2 Quarterly Reports: REMSA shall provide Truckee Meadows Fire Protection District, Reno Fire Department, Sparks Fire Department, Reno-Tahoe Airport Authority Fire Department, and the DISTRICT, with a quarterly report presented to the Regional Emergency Medical Services Advisory Board (EMSAB), on agency activities which shall include:

- (a) Total Mutual Aid Requests made by REMSA by agency
- (b) Tiered Response Reporting
 - Call Processing – Total Time to Reach Final Determinate by Resource
 - Number of ILS Responses (ILS and ILS Determinants)
 - Number of ILS Responses upgraded to ALS
 - Number of ILS Transports
 - Average Response Time for ILS Calls by Zone
 - Average Time on Scene for ILS
 - Number of Calls Requiring Fire Riders on ILS Transports
 - Number of ILS Units (%) Based on Daily Staffing

12.3 Daily Reports: REMSA shall provide Truckee Meadows Fire Protection District, Reno Fire Department, Sparks Fire Department, Reno-Tahoe Airport Authority Fire Department, and the DISTRICT, with a daily report on staffing levels.

12.4 Annual Reports: REMSA shall report annually, to the DISTRICT, its compliance with these organizational, performance and operational criteria within one hundred eighty (180) days of the end of REMSA's fiscal year. REMSA will also be monitored by the Health District for compliance, and monitoring data will be provided to the District Health Officer.

The District Health Officer shall report on REMSA's annual performance to the DISTRICT within ninety (90) days of the beginning of each calendar year. The District Health Officer will periodically report to Reno, Sparks, Washoe County and the DISTRICT on that compliance.

ARTICLE 13 FAILURE TO COMPLY/REMEDIES

13.1 Failure to Comply with Agreement: This exclusive right of REMSA to operate ambulance services within the defined service area shall continue during the term of this agreement unless the DISTRICT takes action to rescind this exclusive operating right for the material and adverse failure of REMSA to comply with this Franchise. Failure to comply with the response time requirement as evaluated annually may result in the loss by REMSA of the authority to operate the ambulance service on an exclusive basis.

13.2 Notice of Noncompliance: Unless a substantial and immediate threat to the public health requires the DISTRICT to assume control and operation of the ambulance equipment as provided for in this franchise designation, the DISTRICT shall notify REMSA in writing of REMSA's failure to comply. Such notice shall allow REMSA to (1) contest the failure or to (2) correct the failure or at DISTRICT's discretion, to provide a written plan to correct the failure.

The length of the response period shall be dependent upon the extent to which public health and safety is endangered, as determined by the DISTRICT.

13.3 Failure to Correct/Recession of Agreement: If REMSA fails to correct the failure within the allowed response period, the DISTRICT shall notify REMSA of its intent to rescind this exclusive operating right and the reasons therefore.

13.4 Alternate to Rescinding Agreement: As an alternative to rescinding the exclusive operating right, the DISTRICT may assess REMSA a financial penalty up to ten thousand dollars (\$10,000) for each documented instance of noncompliance that is deemed material and adverse, following findings and a report of the District Health Officer. The report of the District Health Officer must be provided to REMSA. The District Health Officer shall schedule the report as an agenda item of the DISTRICT at a meeting of the DISTRICT held not less than thirty (30) days thereafter. REMSA may appeal the findings of the District Health Officer not less than fifteen (15) days before the meeting of the Board. Any written documentation regarding the appeal which REMSA desires to submit must be submitted to the District Health Officer not less than seven (7) days before the meeting. At the meeting the Board will review the findings and report of the District Health Officer and REMSA's appeal if any. If the Board concludes the report is accurate, it may impose the penalty set forth above. Any financial penalty assessed shall be remitted to the District Health Department for use in the support of the District Health Department EMS program activities.

ARTICLE 14 DISPUTE RESOLUTION

14.1 Agreement to Mediate Disputes: In the event that any dispute arises between the parties in relation to this Agreement, or out of this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute.

Any party to the dispute may give written notice to the other party of his or her desire to commence mediation, and a mediation session must take place within thirty (30) days after the date that such notice is given.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after the party has given notice of a desire to mediate the dispute, each party shall appoint an independent person, solely being responsible for that person's costs, and then those two (2) persons shall promptly appoint a jointly selected, qualified mediator, the costs for whom shall be equally shared by the parties. The two persons who appoint the mediator shall have no further role.

The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

ARTICLE 15
FINANCIAL ASSURANCE/CONTINUITY OF OPERATIONS

15.1 Financial Assurance/Continuity of Operations: REMSA shall furnish and maintain a performance security with the DISTRICT in the amount of three million dollars (\$3,000,000) in the form of a designated reserve amount in the equity statement of the REMSA financials. This performance security may be utilized by the DISTRICT in the event of a substantial and immediate threat to public health that requires the DISTRICT to assume the control and operation of the ambulance service.

Any and all successors and assigns to REMSA under any further franchise designation, license, or substitute thereof, shall be required to utilize the central facility established by REMSA to house, service, and maintain its offices, communications center, emergency vehicles, supplies, equipment and related items utilized within the EMS system developed under REMSA's franchise and to assume all the financial responsibility related thereto as part of its obligations as successor to REMSA. Such obligations to be assumed by the successor also include assuming any and all obligations under any lease agreement of the central facility, performance or security bond arrangements, ground ambulance provider or service agreements, occupancy agreements, lockbox arrangements, equipment leases, and other on-going obligations of REMSA and franchise necessary or expedient to maintain the EMS system developed under REMSA's franchise. Any equipment or property owned by REMSA and utilized within the EMS systems shall be purchased by such successor for cash on such terms mutually agreeable to REMSA and such successor. If REMSA and such successor cannot agree on the terms of the purchase, the matter shall be submitted to mediation pursuant to the terms of this Agreement.

ARTICLE 16
INSURANCE AND INDEMNIFICATION

16.1 Insurance: REMSA shall maintain medical professional and commercial general liability insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Automobile liability will also be at a combined single limit of one million dollars (\$1,000,000), Worker's Compensation and employer's liability will be at one million dollars (\$1,000,000). Evidence of insurance coverage will be submitted to the DISTRICT on an annual basis, and the DISTRICT shall be listed as an additional insured.

16.2 Indemnification: The parties agree to hold harmless, indemnify, and defend the other party, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury, including death or property damage, including damage to property, caused by the omission, failure to act, or negligence on the part of the party, its employees, agents, representatives, or subcontractors arising out of the performance of work under this Agreement.

16.3 Limitation of Liability: The DISTRICT will not waive and intends to assert any available remedy and liability limitation set forth in Chapter 41 of the Nevada Revised Statutes and applicable case law.

ARTICLE 17 MISCELLANEOUS

17.1 REMSA Contracts with Other Entities: In the event that REMSA enters into service agreements with any other political entity, such service agreements shall be negotiated in such a way that the new system would fund its share of the costs of providing the service and shall not deplete or negatively impact the provision of service with the designated franchise area described herein.

17.2 Governing Law; Jurisdiction: This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Nevada. The parties consent to the jurisdiction of Nevada district courts in Washoe county for the enforcement of this Agreement.

17.3 Assignment: Neither party shall assign, sublet or transfer any interest or service in this Agreement, or which arises out of this Agreement, without the consent of the other party.

17.4 Severability: If any provision of this Agreement or its application is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected.

17.5 Entire Agreement/Modification: This Agreement is the entire Agreement between the parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either party unless executed in writing by each of the parties.

17.6 Benefits: This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

17.7 Notice: All notices and demands required under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered or deposited in the United States mail, registered or certified mail, postage pre-paid, addressed as follows:

Washoe County Health District
District Health Officer
P.O. Box 11130
Reno, NV 89520

REMSA
Attn:
450 Edison Way
Reno, NV 89502

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below noted.

WASHOE COUNTY HEALTH DISTRICT

By: [Signature]
Title: Chair
Dated: 2/23/23

ATTEST:

[Signature]
Recording Secretary

Regional Emergency Medical Services Authority

By: [Signature]
Title: Chair, Remsa
Dated: 3/23/23

ATTACHMENT A REMSA ZONE MAP FY14

