

## AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES (this “Agreement”) is entered into effective as of \_\_\_\_\_, 2021 (“Effective Date”) by and between the Regional Emergency Medical Services Authority, a Nevada nonprofit corporation (“REMSA”) and the Truckee Meadows Fire Protection District, a fire protection district created pursuant to NRS Chapter 474 (“TMFPD”). REMSA and TMFPD are hereinafter collectively referred to as the “Parties.”

### RECITALS

**WHEREAS**, REMSA holds an exclusive franchise pursuant to NRS 244.187 and 268.081 for emergency and non-emergency ground ambulance transport within designated areas of Washoe County pursuant to the Amended and Restated Franchise Agreement for Ambulance Service dated May 22, 2014 between REMSA and the Washoe County Health District (“Franchise Agreement”).

**WHEREAS**, pursuant to the Franchise Agreement, REMSA may, in its discretion, enter agreements with other licensed ambulance providers to provide emergency and non-emergency ambulance services within the Franchise Service Area.

**WHEREAS**, TMFPD operates a fire department within its jurisdiction that provides emergency response for fire, on-scene EMS and rescue services.

**WHEREAS**, TMFPD owns ambulance units (the “TMFPD Ambulances”) that are available for operation by the Fire Department consistent with the Franchise Agreement.

**WHEREAS**, REMSA and TMFPD desire to enter into an understanding with respect to providing and allowing TMFPD to use the TMFPD Ambulances within certain confined areas of REMSA’s Franchise Service Area on the terms and conditions set forth in this Agreement.

**WHEREAS**, the foundation of this agreement is a collaborative and cooperative relationship between REMSA and TMFPD in which both parties commit to proactively communicate with one another in a professional and collegial manner to achieve the shared goal of ongoing improvement of the emergency response throughout our region.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Authorized Limited Use of TMFPD Ambulances.** During the term of this Agreement, REMSA hereby consents to and authorizes TMFPD to use, and TMFPD agrees to use TMFPD Ambulances and provide for and on behalf of REMSA 24 hour/day, 7 day/week ambulance services, including ground ambulance transport (the “Transport Services”), with respect to calls for emergency medical service originating in those limited portions REMSA’s Franchise Service Area described in Exhibit “A” attached hereto (the “Limited Response Zones”). In accordance with the Franchise Agreement, TMFPD shall be responsible for funding all costs incurred by TMFPD in providing the Transport Services hereunder and such Transport Services shall not deplete or negatively impact the provision of services within REMSA’s Franchise Area. The provision of the Transport Services shall be limited to the Limited Response Zones only, and nothing in this Agreement shall grant TMFPD any

authority to provide Transport Services anywhere else in the Franchise Service Area. The Limited Response Zones may be adjusted at any time during this agreement with the mutual consent of the parties.

## **Section 2. Operational Terms.**

2.1 TMFPD shall, at its sole expense, equip, staff, operate, maintain and make available the TMFPD Ambulances to respond on EMS calls within the Limited Response Zones.

2.2 TMFPD shall at all times staff each TMFPD Ambulance providing Transport Services with the requisite the number of persons holding the certifications required to provide EMS Services under the Franchise Agreement. TMFPD commits to provide such professional capabilities as will be required to perform in a competent and professional manner under this Agreement. TMFPD shall perform its services to the standard of care of a reasonable contractor that is performing the same or similar work, at the same time and locality, and under the same or similar conditions faced by TMFPD. TMFPD shall provide the supervisory and management personnel necessary to administer and oversee all aspects of the Transport Services.

2.3 TMFPD shall receive and respond to calls for Transport Services from REMSA dispatch. REMSA dispatch shall provide TMFPD information with respect to the nature and priority of the call; however, this shall not exclude TMFPD from responding to calls in the Limited Response Zones from their current contracted dispatch provider. TMFPD shall immediately notify REMSA dispatch if TMFPD staffing, or equipment are unavailable to respond to any call for Transport Services. REMSA may continue to dispatch ambulances and transport patients in the Limited Response Zones when appropriate resources are closest, or to further supplement any response area within the Franchise Service Area to ensure response time compliance. REMSA will work with TMFPD to ensure appropriate response times and clinical quality standards are met and resources are used most efficiently, and efforts are not duplicated and will collaborate and include TMFPD in discussions related to system enhancements affecting this Agreement.

2.4 TMFPD will communicate with REMSA dispatch on the status of response to calls for Transport Services through Mobile Data Computer or Radio as a back-up to include: En Route; On Scene; Patient Contact; Transport to Destination; Arrival at Destination; Call Clear; Call Cancellations including reasons; Hospital Delays (status 99); Destination diversions; Report Transport Mileage upon arrival at destination.

2.5 TMFPD shall secure all required approvals of state or local agencies to operate the TMFPD Ambulances and provide ambulance services in accordance with this Agreement, and REMSA agrees to support such license applications for uses consistent with this Agreement.

2.6 TMFPD shall provide the Transport Services consistent with and in accordance with the requirements under the Franchise Agreement, including response time compliance.

2.7 TMFPD shall dedicate TMFPD Ambulances for use on the Covered Services under this Agreement, and such TMFPD Ambulances shall include REMSA branding as mutually agreed by the parties and the District Board of Health.

2.8 No Party shall be obligated to reimburse any other Party on account of any action taken or aid rendered hereunder, for any use of material or personnel hereunder or, except where caused by the negligent act or omission of the other party, for any damage to equipment incurred in the course of

rendering use of their equipment or personnel for response to incidents included in this Agreement. Nothing in this clause shall prohibit a Party that provides EMS services from billing the patient(s) that received emergency medical care.

2.9 TMFPD shall comply with all applicable state, federal and local laws and regulations applicable to medical care and patient services provided by TMFPD under this Agreement.

2.10 Billing and collections for Transport Services shall be the sole responsibility of TMFPD. TMFPD shall honor the subscription benefits of the REMSA Silver Saver Program and is authorized to bill patients, employers and insurers for Transport Services provided it does so in the same manner and amount as authorized in the Franchise Agreement and in accordance with federal and state laws and regulations, accreditation agencies, and payor agreements. Mileage charges may exceed those in the Franchise Agreement due to longer distances of responses.

2.11 TMFPD shall investigate: i) all customer/patient complaints and provide investigatory notes (to be used in monthly franchise reporting), and ii) late responses to identify late reasons (preventable and non-preventable) and report them to REMSA for the purposes of ensuring system efficiency and provide all follow-up and investigatory information for the incident no less seven after the end of the previous month in which the incident occurs.

2.12 TMFPD will track and report any response delays to REMSA, including construction, weather, traffic, equipment failure, etc., for Franchise Agreement response purposes.

2.13 TMFPD will participate with REMSA in joint continuous quality improvement (CQI) meetings and activities as requested, including participating in and responding to complaint investigations; investigating all late responses and utilizing response delay reporting procedures; providing data for CQI purposes as reasonably requested; and participating in system changes/enhancements aimed at improving patient outcomes, reducing healthcare costs, improving resource utilization, improving crew safety, etc.

**Section 3. REMSA Franchise; TMFPD Limitations.** TMFPD acknowledges that REMSA holds exclusive franchise rights under the Franchise Agreement to provide emergency and non-emergency ground ambulance transport with the REMSA Franchise Service Area. As a material inducement to REMSA to consent to the limited rights granted in this Agreement, TMFPD agrees: i) to provide support as a mutual aid resource as directed by REMSA and not impair or interfere with REMSA's rights under the Franchise Agreement, including exclusive rights of patient transport; ii) to not operate, directly or indirectly, or permit the operation or use of, any ambulance owned or operated by the TMFPD in violation of this Agreement or the Franchise Agreement

**Section 4. REMSA Responsibilities.** REMSA shall provide and perform the following in connection with this Agreement:

4.1 Collect and Report Response Times for reporting to the DBOH and EMS Oversight as required by the REMSA Franchise

4.2 Provide nature and priority of EMS 911 calls in accordance with International Academies of Emergency Dispatch (IAED) standards and Priority assignments.

4.3 Provide call information including priority, nature of call, and scene safety information to responding units via radio or mobile data computer.

4.4 Participate with TMFPD in joint continuous quality improvement (CQI) meetings and activities as requested, including participating in and responding to complaint investigations; investigating all late responses and utilizing response delay reporting procedures; providing data for CQI purposes as reasonably requested; and participating in system changes/enhancements aimed at improving patient outcomes, reducing healthcare costs, improving resource utilization, improving crew safety, etc.

4.5 Perform services in compliance with requirements of the Franchise Agreement.

4.6 Dispatch TMFPD ambulances as first due ambulance transport in the agreed upon areas, except when those resources are not available, out of position (not closest) or supplemental resources are required to uphold the requirements of the Franchise Agreement.

**Section 5. Contact Designation.** The Parties shall each designate an individual from their organization who will be responsible for periodically reviewing this Agreement, and undertaking other planning issues considered essential in maintaining a cooperative mutual aid response system.

**Section 6. Compliance.**

6.1 Legal Compliance. TMFPD will at all times during the Term of this Agreement, comply with all applicable laws, regulations and requirements of state, local and federal governmental authorities pertaining to the Transport Services.

6.2 HIPAA. Each party may receive from the other party or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Subcontractor shall require employees to abide by the requirements of this section. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

6.3 Confidentiality. The Parties acknowledge that in the course of performing under this Agreement, each Party may have access to confidential and proprietary information of the other Party, including without limitation any information, technical data, concepts, ideas or know-how concerning a disclosing Party or its business, whether prepared by the disclosing Party, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to the receiving Party or its

representatives, now or in the future, by or on behalf of the disclosing Party, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the receiving Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, "Confidential Information"). The receiving party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement. TMFPD acknowledges that REMSA is not subject to the public records act and if public records requests come to REMSA in connection with this Agreement and the Transport Services REMSA will forward them to TMFPD.

6.4 **BAA.** The Parties agree to enter into a separate Business Associate Agreement regarding the protection and use of protected health information ("PHI").

6.5 **Change in Law.** In the event of any material change in any federal or state law or regulation or the interpretation or enforcement of any federal or state law or regulation that creates the significant likelihood of sanction or penalty based on the terms of this Agreement or that impairs the ability of Contractor to bill for the Services, upon the request of a Party, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

**Section 7. Effective Date.** This Agreement shall become effective upon the approval of REMSA and the TMFPD Board.

**Section 8. Term and Termination.**

8.1 **Term.** The term of this Agreement shall commence upon the approval of REMSA and TMFPD Board and unless sooner terminated pursuant to Section 8.2 shall expire at 11:59 p.m. on the date which is five (5) years thereafter (together with any extensions, the "Term") on the terms and conditions in this Agreement. A second term of 5 years shall automatically commence on the expiration of the initial Term unless otherwise mutually agreed upon by both parties prior to the commencement date of the second Term.

8.2 **Termination.** This Agreement will continue in effect until terminated or expiration. This Agreement may be terminated by either Party with cause upon thirty (30) days written notice to the other party, at which time that party shall have 90 days within which to cure whatever deficiency in performance is being alleged. Any notice of termination under this Section shall be sent by certified mail to the TMFPD Chief and CEO of REMSA, with copies to the Washoe County Health District EMS Oversight Program.

**Section 9. Miscellaneous.**

9.1. Entire Agreement; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without reference or regard to conflict of laws principles.

9.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

**Section 10. Hold Harmless.** Each party (“Releasing Party”) hereby indemnifies and releases and holds the other party harmless from, and shall be solely responsible for, any claims, liabilities, or actions to the extent arising from or caused by the acts or omissions of the Releasing Party, its employees, agents or representatives in connection with the performance of rights or obligations under this Agreement.

**Section 11. Limited Liability.** TMFPD will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.**

Regional Emergency Medical Services Authority      Truckee Meadows Fire Protection District

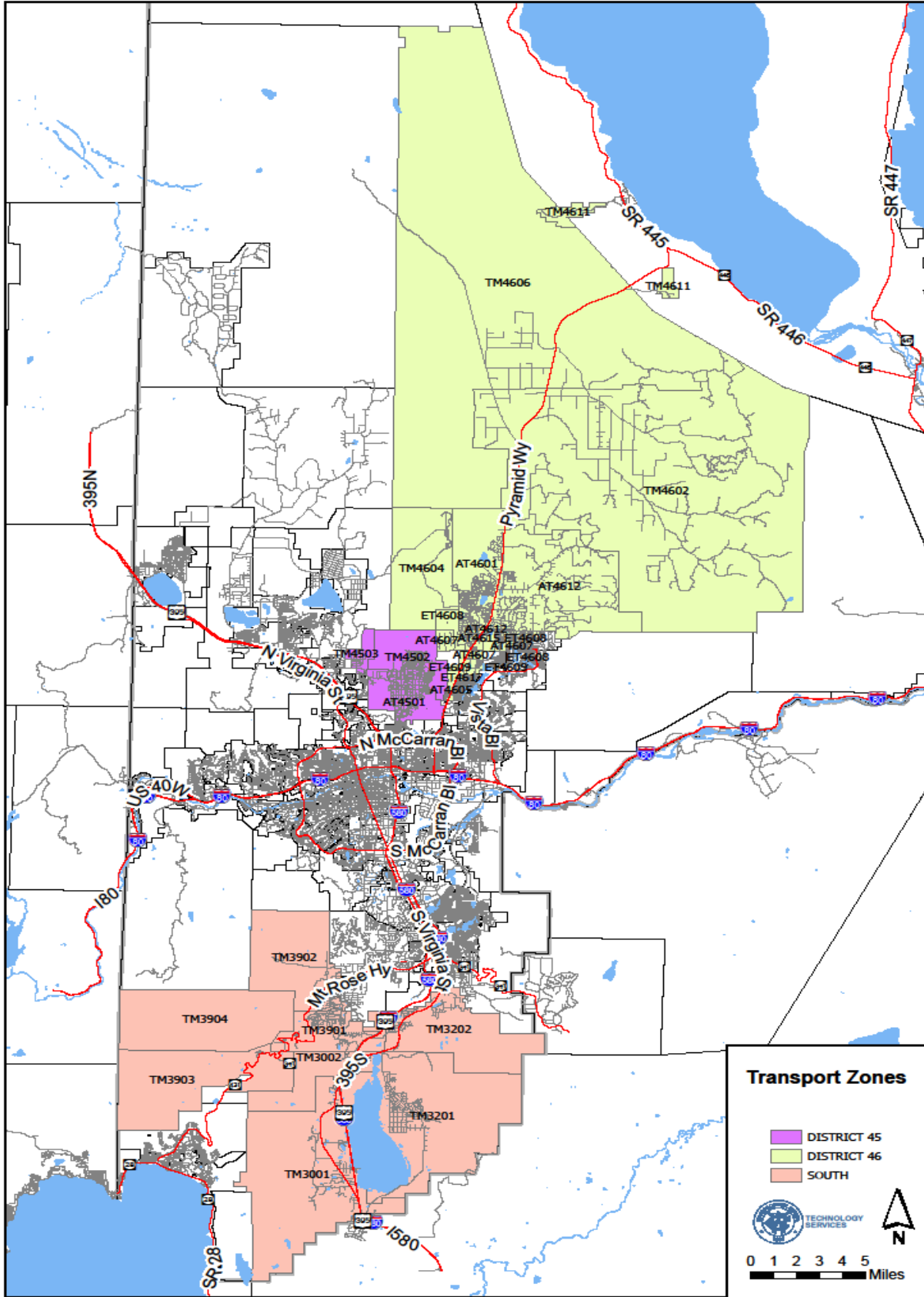
By: \_\_\_\_\_  
Dean Dow  
Chief Executive Officer

By: \_\_\_\_\_  
Charles Moore  
Fire Chief

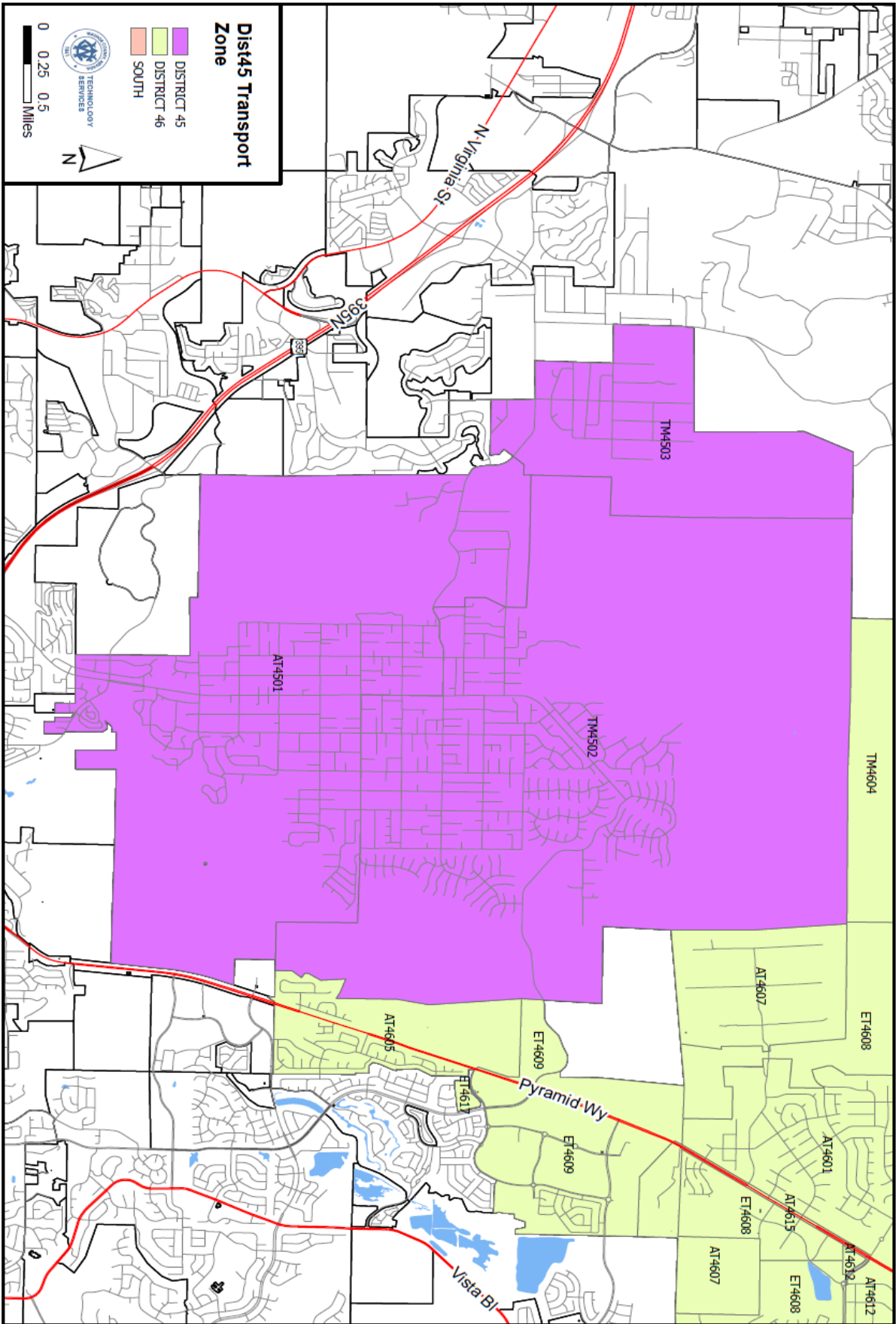
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Exhibit "A"  
 Limited Response Zones

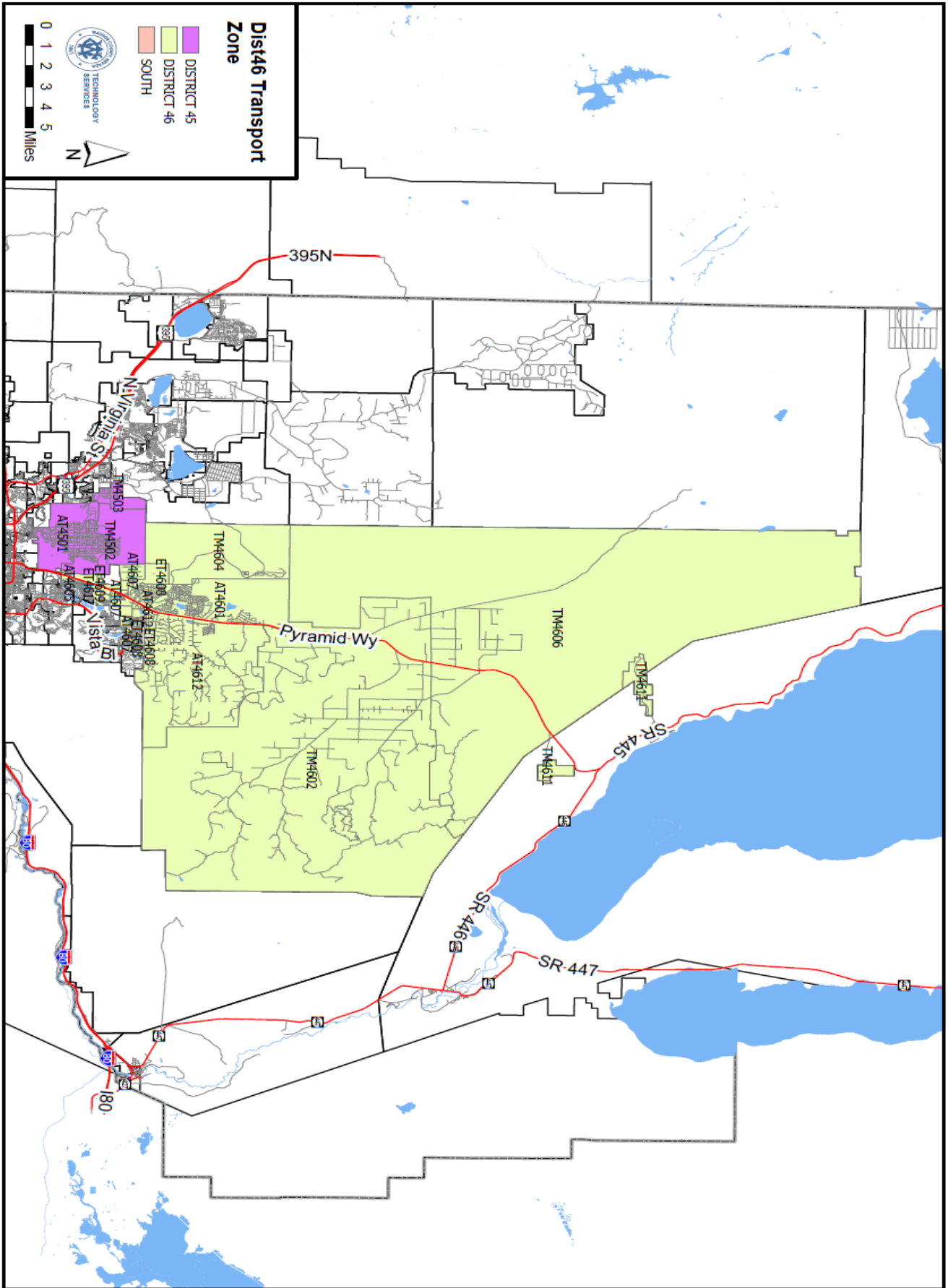


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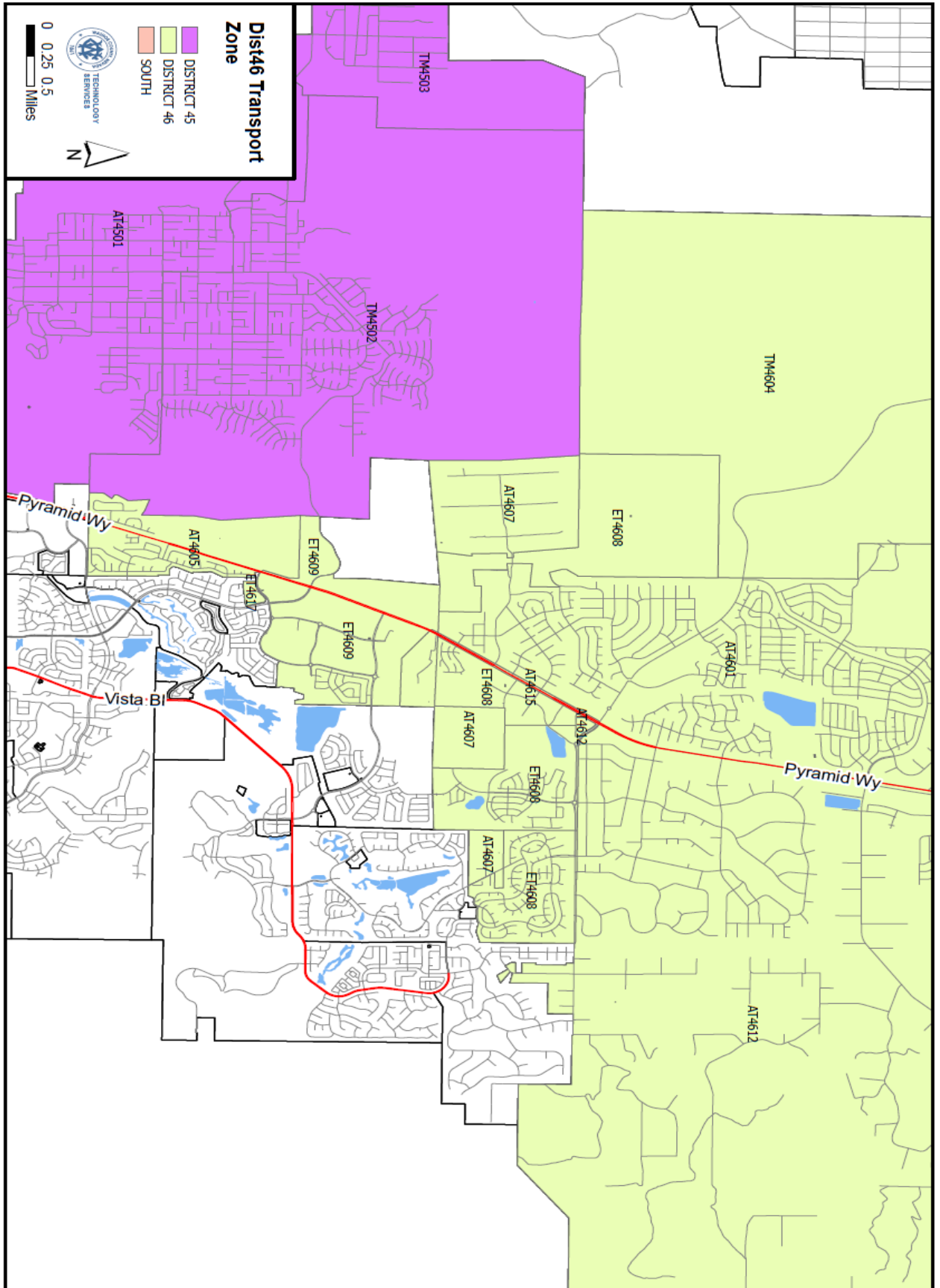


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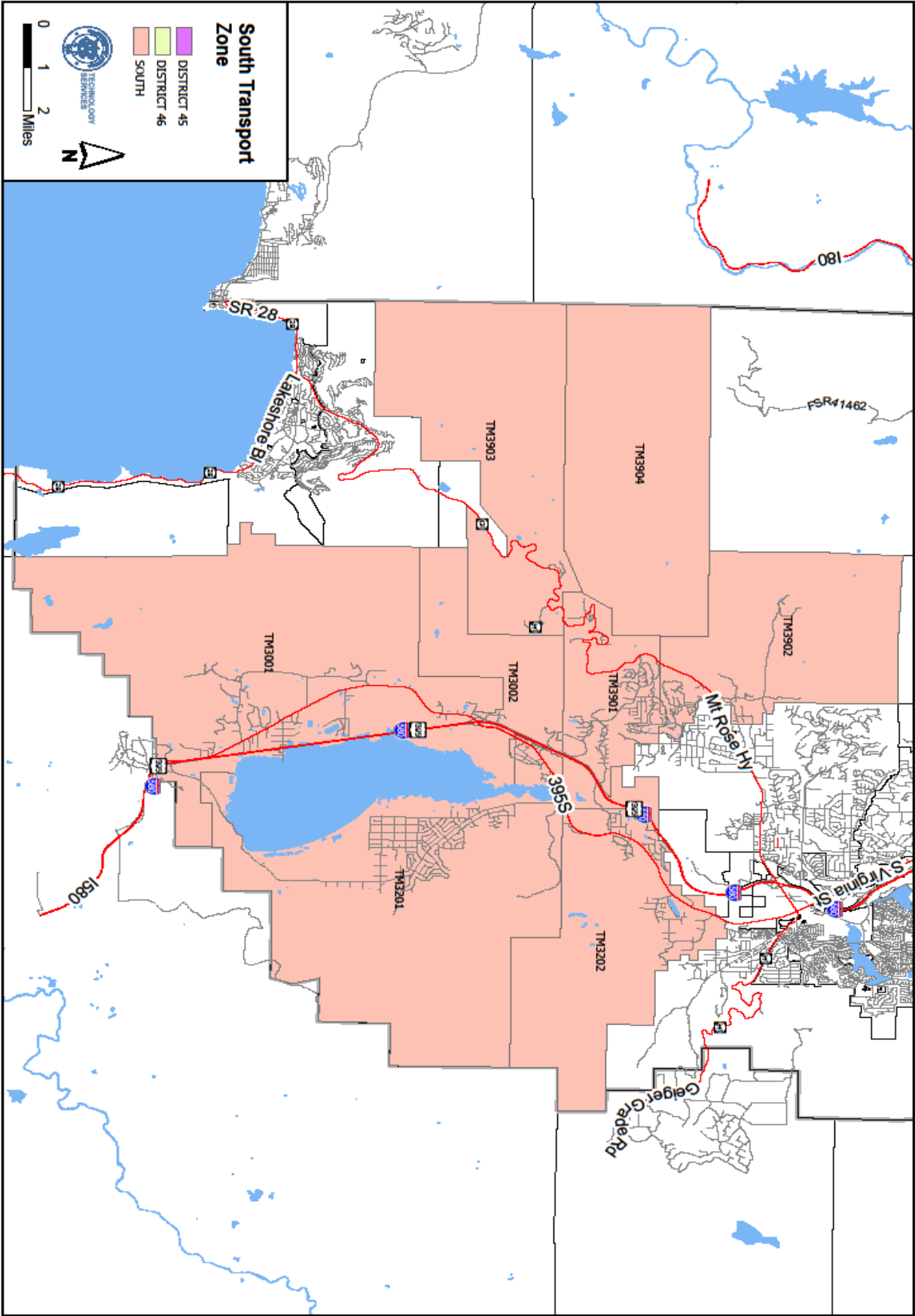




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