NORTHERN NEVADA Public Health
Serving Reno, Sparks & Washoe County

Staff Report
Board Meeting Date: October 23, 2025

DATE: October 10, 2025

TO: District Board of Health

FROM: Dr. Chad Kingsley, District Health Officer
775-328-2416, CKingsley@nnph.org

SUBJECT: Recommendation to approve the revised Regional Emergency Medical Services Authority (dba REMSA Health), Amended and Restated Franchise Agreement for Ambulance Service, which includes revisions from the EMS Joint Advisory Committee and the workgroup coordinated by the City of Reno. The recommendation also requests the Board approve the amendment of the current franchise to a perpetual basis, retroactive to July 1, 2025, and approve staff to work with REMSA Health on an updated Comprehensive Compliance Review Checklist and collaborate with REMSA Health and stakeholders to collect data to address the impacts and outcomes to the franchise and participating regional partners, to include but not limited to, franchise governance, interfacility transfers, Hexagon CAD implementation, the fire regionalization and study, and increased service demands by June 30, 2028.

SUMMARY

The recommendations presented herein represent a collaborative effort between the EMS Oversight Program, the EMS Joint Advisory Committee, and the City of Reno-facilitated Workgroup. These recommendations were developed through a series of stakeholder meetings, data reviews, and facilitated discussions aimed at enhancing the performance, accountability, and sustainability of the regional EMS system.

Key Revisions

The following updates have been applied consistently across the entire agreement and are not individually noted within specific article revisions. Renumbering has been made where appropriate to maintain structural clarity and consistency:

- The term “Washoe County Health District (WCHD)” has been updated to “Northern Nevada Public Health (NNPH)”.
- The term “REMSA” has been updated to REMSA d/b/a “REMSA Health”.
- The term “REMSA Board” has been updated to “REMSA Health Board”.
- All relevant dates have been updated accordingly.
- General formatting improvements have been made.

- Grammatical corrections have been applied throughout the document to enhance clarity and consistency.
- Footnotes have been added to select attachments to clarify responsibility and timing for updates, ensuring transparency and ease of reference.

The following revisions pertain to specific articles within the agreement. Each revision includes the current approved language, the proposed changes, and the justification for those changes.

- February 2023 approved version: 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 Statues, 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:
- Suggested revision: This AMENDED AND RESTATED FRANCHISE AGREEMENT (Agreement) dated as of July 1, 2025, 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, dba REMSA Health dated February 23, 2023, and is entered into by and between the Parties of the Northern Nevada Public Health, a Special District created pursuant to Nevada Revised Statues, Chapter 439 (DISTRICT) and the Regional Emergency Medical Services Authority Health, a Nevada Non-Profit Corporation (REMSA Health) to provide for ambulance services within the defined franchise area upon the Effective Date of this Agreement, with reference to the following recitals:
- Justification: Defining of Parties as Northern Nevada Public Health and REMSA Health.

Recitals

- February 2023 approved version: "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"
- Suggested revision: WHEREAS, in August of 1986, Washoe County, the cities of Reno and Sparks amended their Interlocal Agreement creating Northern Nevada Public Health 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 pertaining to the Interlocal Agreement; and

WHEREAS, in 1986, DISTRICT granted REMSA Health the right to provide both emergency and non-emergency ambulance service by ground and on an exclusive basis within Washoe County 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 Health 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, the DISTRICT, Northern Nevada Public Health, the Cities of Reno and Sparks, Washoe County, Truckee Meadows Fire Department, and REMSA Health recognize that sustained regional partnerships and structured dialogue during the upcoming renewal cycle are essential to meet the community's growing and changing needs; and that population growth, evolving prehospital clinical standards, and advances in dispatch and interoperability technology require a deliberate, collaborative, and data-driven approach to continuously improve EMS delivery and care, consistent with the Amended and Restated Franchise Agreement for Ambulance;

WHEREAS, the Parties therefore intend during the current Term and in advance of the next Franchise Agreement amendment process to: (i) participate in multi-agency regional EMS collaboration discussions (including fire agencies, hospital and health-system partners, and public safety communications/PSAPs) to share data, assess performance, and align priorities; (ii) jointly consider interoperability projects and evaluate emerging care models (including alternative destinations, treat-in-place, and community paramedicine) for piloting; and (iii) develop recommendations for any franchise, protocol, or policy updates necessary to ensure timely, equitable, clinically effective, and financially sustainable EMS.

- Justification: The phrase "…pertaining to the Interlocal Agreement…" was added to clearly identify the specific legal document being referenced. Additionally, two new "WHEREAS" clauses were included to emphasize the shared commitment of all regional partners to collaborate proactively throughout the current contract term. These additions support a unified approach to addressing increasing EMS demands and promote data-driven improvements in care delivery, technology integration, and system coordination in preparation for the next franchise renewal.

Article 1 Definitions

Addition or revision of the following definitions:

- Deletion of "Effective Date shall mean January 26, 2023."
- Emergency Medical Responder (EMR) shall have the meaning ascribed to it in the National EMS Scope of Practice Model published by the National Highway Traffic Safety Administration (NHTSA).
- Fiscal Year shall mean the twelve (12) month period commencing on the first day of July and ending on the thirtieth day of June of the following calendar year.
- Franchise Agreement shall mean Amended and Restated Franchise Agreement contained in this document.
- ILA means the Interlocal Agreement pertaining to the creation of the Health District.
- JAC means Emergency Medical Services Joint Advisory Committee, a workgroup called by the Parties to include participation from multi-agency regional EMS.
- Parties is defined as Northern Nevada Public Health and REMSA Health.

- Performance Standards shall mean the contents within the Annual and Comprehensive Review Checklists.
- Public Safety Answering Point (PSAP)shall mean a physical or virtual entity where 9-1-1 calls are delivered by the 9-1-1 service provider, as defined by the National Emergency Number Association (NENA).
- Public Safety Answering Point (PSAP)shall mean a physical or virtual entity where 9-1-1 calls are delivered by the 9-1-1 service provider, as defined by the National Emergency Number Association (NENA).

Article 2 Granting of Exclusive Franchise

2.1 Exclusive Market Rights

- **2.1 (a)**
  - February 2023 approved version: "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;"
  - Suggested revision: Ground long-distance or ground inter-facility transports which originate outside the Franchise Service Area. Other firms may compete with REMSA Health on a retail basis for the sale of inter-facility ground ambulance transports that originate outside of the Franchise Service Area and terminate in the service area;" "… Air ambulance transports that originate outside of the franchise area terminating in the franchise area where the patient requires ground ambulance transportation are subject to section 2.1 and REMSA Health has the exclusive market right to provide such ground ambulance transportation.
  - Justification: The term "ground" has been included to specify that both long-distance and inter-facility transports refer exclusively to ground transportation.
- **2.1 (e)**
  - February 2023 approved version: 2.1 (e) did not exist.
  - Suggested revision: Non-conforming transport. Other than fire agency transports that occur pursuant to a mutual aid agreement with REMSA Health, any ambulance transport provided by an on-scene fire agency must comply with the protocol set forth in Attachment A: Non-Mutual Aid Co-Response Agency Transport Protocol.
    a. All non-conforming transports shall be reviewed by REMSA Health and the respective fire agency leadership and medical director(s) within (10) ten business days of the event to ensure quality assurance, identify system response opportunities, and adherence to the mutually agreed upon protocol outlined in Attachment A.
  - Justification: A structured protocol for non-mutual aid co-response was established to ensure franchise compliance in situations where a fire agency ambulance is on scene with a specific, time-sensitive, critical patient, authorizing transport when REMSA Health is not on scene.

2.2 Franchise Service Area

  - February 2023 approved version: 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.

- Suggested revision: The service area includes all of Washoe County with the exception of Gerlach and the North Lake Tahoe Fire Protection District.
- Justification: Revision of the service to no longer reference the volunteer ambulance service.

2.3 Level of Care

- **2.3 (d)**
  - February 2023 approved version: 2.1 (d) did not exist
  - Suggested revision: Single Resource: A non-emergency response vehicle staffed with a combination of credentialed professionals such as: a community health worker(s), social worker(s), case manager(s), behavioral health worker(s), EMR(s), EMT(s), AEMT(s), paramedic(s) and/or registered nurse(s) designed to handle low or no acuity calls.
  - Justification: A structured protocol was established to ensure franchise compliance in situations where a fire agency ambulance is on scene with a specific, time-sensitive, critical patient, authorizing transport when REMSA Health is not on scene.
- **2.3**
  - February 2023 approved version: "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)."
  - Suggested revision: 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). The JAC will review and approve all Emergency Medical Dispatch (EMD) determinants eligible for BLS, ILS, and single-resource response to 9-1-1 calls for service. All interfacility and non-9-1-1 transfer requests will be determined based on the required level of care, or by request of the sending facility.
  - Justification: The proposed addition provides clarity and operational specificity to the existing policy by explicitly outlining the scope of the EMS Joint Advisory Committee (JAC) in determining appropriate response levels for 9-1-1 calls and interfacility transfers. While the original statement establishes that all care and transport decisions must be made using the most appropriate clinical resource, it lacks detail on how those decisions are operationalized and who is responsible for approving them.

2.4 Review Process

- February 2023 approved version: "…International Academy of Emergency Dispatch (IAED)…" and "EMS JAC will be facilitated by members of the Washoe County Health District Emergency Medical Services Oversight Program and will be compromised of two representatives from each of the following agencies:
  a. REMSA
  b. Reno Fire Department
  c. Reno-Tahoe Airport Authority Fire Department
  d. Sparks Fire Department
  e. Truckee Meadows Fire Protection District"

- Suggested revision: …International Academies of Emergency Dispatch (IAED)…

- Justification: Revision of "Academy" to Academies". The removal of the section ""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…" is redundant and unnecessary, as the composition and facilitation of the EMS Joint Advisory Committee (JAC) are already clearly defined in the "Definitions" section of the policy. Repeating this information in multiple sections increases the risk of inconsistencies if updates are made in the future. Removing this duplication helps maintain a cleaner, more concise document and ensures that all references to JAC composition remain accurate and centralized.

2.5 Term:

- February 2023 approved version: "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."
- Suggested revision: REMSA Health shall retain the exclusive right to operate ground ambulance services within the Franchise Service Area on a perpetual basis unless terminated in accordance with the provisions herein.
- Justification: The proposed revision from a fixed-term franchise agreement with conditional extensions is intended to modernize and streamline the franchise structure, while still maintaining accountability through clearly defined termination provisions.

- **2.6 Periodic Review:**
  - February 2023 approved version: "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."
  - Suggested Revision:
    a. Annual Review: Each fiscal year, beginning July 1, 2026, to be completed within ninety (90) days. The Parties shall conduct a compliance review to ensure adherence to the Annual Compliance Review Checklist *(Attachment A)* of this franchise.
    b. Comprehensive Review: Every fifth year, with the first occurring within the fiscal year 2030, beginning on July 1, 2029, to be completed within ninety (90) days of the following calendar year (March 31, 2030). The Parties shall conduct a compliance review to ensure adherence to the Comprehensive Compliance Review Checklist *(Attachment C)* of this franchise.
    c. Review and revision of the language to the Franchise will occur during the fourth year of the 5-year cycle, starting July 1, 2025. The next review will start on July 1, 2028.

- Justification: The proposed revision replaces the previous fixed-term franchise agreement with conditional extensions with a performance-based oversight model that includes clearly defined annual and comprehensive review cycles. This change is intended to modernize the franchise structure, enhance transparency, and ensure continuous accountability without relying on arbitrary term limits. This revised approach provides a more agile and responsive governance framework, allowing for timely adjustments based on performance data and system needs, while still preserving the District's authority to enforce compliance and terminate the agreement if necessary. It reflects a shift toward continuous quality improvement and collaborative oversight, aligning with best practices in EMS system management.

- **2.8 Supply Exchange and Reimbursement**
  - February 2023 approved version: "REMSA shall develop and offer a supply/exchange reimbursement agreement with the county and city fire service functions."
  - Suggested revision: REMSA Health shall develop and offer a supply/exchange or monetary reimbursement agreement with the county and city fire service functions. Supply/exchange reimbursements must comply with all federal, state, and local drug purchasing, exchange, and prescribing laws and regulations. Contract ambulances or responses and transports that are billed by the individual county or city fire agency shall not be eligible for reimbursement.
  - Justification: The sentence "Contractual ambulance services are excluded from supply exchange and reimbursement" was added to eliminate any potential confusion regarding its application.

Article 3 Governing Body

- **3.1 REMSA Board of Directors**
  - February 2023 approved version: "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 District Health Officer shall be the Ex-Officio."
  - Suggestion revision: The governing body of REMSA Health (the "REMSA Board") shall consist of the following:
    a. One (1) representative from Renown Health;
    b. One (1) representative from Saint Mary's Regional Medical Center;
    c. One (1) representative from Northern Nevada Health System;
    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 District Health Officer shall be the Ex-Officio member.

- Justification: Update of the healthcare system names.

Article 4 Ambulance Service Contracts, Competitive Bidding and Market Survey

- **4.1 Market Survey and Competitive Bidding**
  - February 2023 approved version: "During the Terms of the Franchise Agreement, unless REMSA Health otherwise issues a competitive bid for the provision of its ground ambulance services, REMSA Health shall undertake market surveys initially in 2027 and every five (5) calendar years following that to ensure that the services provided by REMSA Health's contactor(s) optimize the quality and experience of care and achieve economic efficiency. five (5)-year cycles REMSA Health shall follow the following procedures with respect to the market study::"… "The multi-year contract with REMSA Health's contactor(s) 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."
  - Suggestion revision: During the Terms of the Franchise Agreement, unless REMSA Health otherwise issues a competitive bid for the provision of its ground ambulance services, REMSA Health shall undertake market surveys initially in 2027 and every five (5) calendar years following that to ensure that the services provided by REMSA Health's contactor(s) optimize the quality and experience of care and achieve economic efficiency. five (5)-year cycles REMSA Health shall follow the following procedures with respect to the market study:…
  - Justification: The revision from a six-year to a five-year review cycle is intended to align the franchise oversight process with the newly established five-year comprehensive review schedule. This change promotes consistency across all evaluation timelines and ensures that franchise language updates, performance assessments, and system planning occur in a coordinated and predictable manner.

Article 5 Communications

- **5.1 Radio**
  - February 2023 approved version: "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."
  - Suggestion revision: REMSA Health shall establish 800 MHz communications capabilities with the current 911 system requirements and transition in the future as regional access is made available on the system as an equal partner agency to the Washoe County radio system to maintain compatible communications with 911 systems as technologies evolve as defined by the DISTRICT.

- Justification: The revised language enhances this directive by specifying that the future transition should occur "as regional access becomes available on the Washoe County radio system." This addition provides a clear benchmark for when and how upgrades should be implemented, ensuring that REMSA Health's communication systems are synchronized with regional infrastructure developments

- **5.2 Dispatch**
  - February 2023 approved version: "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."
  - Suggestion revision: Until an alternate call processing agreement is reached as described below, REMSA Health is the community emergency medical dispatch center for the Franchise Service Area. REMSA Health will be responsible for coordinating all EMS service radio traffic for patient reports to the area hospitals and will record these transactions.

Following final implementation of the Hexagon regional computer aided dispatch system by REMSA Health, Reno, Sparks, and Washoe County, REMSA Health as a voting member of the Hexagon Manager's Board, will have input on and prepare a recommended regional call taking process as it relates to emergency medical response that prioritizes patient health, user experience and appropriate deployment of resources through a reduction in duplicated processes, improved use of technology and resources, and simplified governance, which may include, but not be limited to, changes in the call taking process, streamlined emergency medical dispatch processes, and supporting co-located dispatch center if applicable. Agreed upon recommendations from REMSA Health and the Hexagon's Manager's Board must be presented to and approved by the DISTRICT prior to implementation.

- Justification: The language identified in the current red line draft is the outcome of multiple conversations and meetings to ensure our collective desire to advance this process is documented while ensuring all parties recognize the importance of working collaboratively as we address the call taking process for the region based on the direction from all three jurisdictions, the recommendations from the Federal Engineering study, and the desire to advance and streamline our capabilities as we implement the first regional CAD system.

Article 6 Data and Records Management

- **6.1 Data and Records**
  - February 2023 approved version: "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 make available electronic patient care records as requested by the District Health Officer."
  - Suggestion revision: REMSA Health shall work as a partner with the 911 system to obtain and utilize combined identifiers which will be used to analyze EMS responses and PSAP data. … REMSA Health shall make available electronic patient care records as requested by the District Health Officer in accordance with HIPAA regulations.
  - Justification: The revised language omits the specific mention of the CAD-to-CAD interface, stating more broadly that REMSA Health shall work with the 911 system to obtain and utilize combined identifiers to reflect the current and future CAD implementation. The addition of "HIPAA" strengthens the assurance that patient care records will be handled in accordance with established privacy laws, which is crucial for maintaining public trust and legal accountability.

Article 7 Response Compliance and Penalties

- **7.1 Response Zones**
  - February 2023 approved version: "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 D. This map identifies the response zones effective on the effective date. The response zone map may change during the period of the agreement due to annual review and as mutually agreed to by REMSA Health and the DISTRICT. The response zones will have response time compliance standards for all presumptively defined life-threating calls (Priority 1 calls) as follows:"
  - Suggestion revision: 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 D. This map identifies the response zones effective on the effective date. The response zone map may change during the period of the agreement due to annual review and as mutually agreed to by REMSA

Health and the DISTRICT. The response zones will have response time compliance standards for all presumptively defined life-threating calls (Priority 1 calls) as follows:

- Justification: The revision reflects an update to the attachment label and a change to the effective date to ensure accuracy and alignment with the current version of the map.

- **Renumbering of Original 7.3 Zone Map to 7.1.2**
  - February 2023 approved version: "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."
  - Suggestion revision: REMSA Health shall submit response time data to the DISTRICT monthly to ensure compliance with the response time standards. The DISTRICT shall conduct monthly reviews of REMSA Health response time data to assure compliance and present response time data and related compliance information to the DISTRICT monthly. Response time data shall include response time zones and address or latitude and longitude coordinates where the vehicle has arrived at the incident location.
  - Justification: The addition of Attachment D provides a specific, organized, and easily identifiable reference to the current response zone map within the agreement, which strengthens accountability and reduces ambiguity regarding which version of the map is being maintained and reviewed.
- **7.2 Inter-facility transports – new article**
  - February 2023 approved version: Do not exist.
  - Suggestion revision: The franchise gives exclusive rights within Washoe County as outlined in Article 2.

    7.2.1Response area: REMSA Health shall ensure that 90% of all presumptively defined inter-facility transports meet the following response time standards:

    a.If the transport is requested more than 30 minutes before the scheduled pickup time, the ambulance shall arrive within five (5) minutes of the requested pickup time.

    b.If the transport is requested less than 30 minutes before the requested pickup time, the ambulance shall arrive at the patient's bedside within 30 minutes of the request.

    7.2.2REMSA Health shall submit response time data to the DISTRICT monthly to ensure compliance with the response time standards. The DISTRICT shall conduct monthly reviews of REMSA Health response time data to ensure compliance. Response time data shall include the time requested, which requesting facility, the receiving facility, and the time at bedside.
  - Justification: The inclusion of Section 7.2 establishes clear response time standards for inter-facility transports, reinforcing REMSA Health's exclusive franchise rights within Washoe County as outlined in Article 2. These standards ensure timely and reliable patient transfers, particularly for time-sensitive medical needs. Requiring REMSA Health to meet defined response benchmarks and submit monthly data to the District enhances system accountability, supports performance monitoring, and aligns with best practices in EMS oversight.

- **Renumbering of Original Article 7.5 Penalties to 7.4**
    - February 2023 approved version: "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."
    - Suggestion revision: 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 Health and approved by the District Health Officer, a penalty per minute (or portion thereof) shall be assessed for each call that does not meet the required response time, as outlined in the annual CPI letter (Attachment F) provided to REMSA Health with an effective date of January 1.
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    - REMSA Health shall increase its penalty amounts, including the rate per minute 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.

    - Justification: The language has been adjusted to provide a more streamlined and adaptable approach to managing penalties for late EMS responses by specifying the annual review process through the CPI letter. This method enhances transparency, ensures the penalties are current and appropriately adjusted, and reduces administrative complexity, aligning the penalty assessment process more effectively with evolving operational and economic conditions.
- **7.6 Exemptions**
    - February 2023 approved version: "Response time exemptions shall be reported monthly District Health Officer."
    - Suggested revision: Response time exemptions shall be reported monthly in compliance with Exemption Guidelines (Attachment F) to the District Health Officer.
    - Justification: The difference between the two sentences lies in the inclusion of a specific reference to "Exemption Guidelines (Attachment F)". This reference adds a layer of clarity and specificity, ensuring that response time exemptions are reported in accordance with predefined guidelines.
- **Remembering of Original 7.7 Penalty Fund to 7.5**

- February 2023 approved version: "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 fiscal year."
- Suggested revision: These penalties shall be placed in a separate restricted account of REMSA Health and shall be used to help defray the costs of educational or community programs, or for other purposes, subject to prior written approval by the District Health Officer (Attachment G). The penalty fund shall be solvent at the end of REMSA's fiscal year. Contract agencies may receive a share of penalty funds proportional to the amounts incurred from their specific responses within the mutually agreed-upon service areas within their respective agreements and may use these funds in accordance with the requirements established in Attachment G . A contract agency that receives a share of penalty funds under this provision shall be responsible for any and all compliance obligations with respect thereto, including, but not limited to satisfying any auditing and reporting requirements.
- Justification: The revised penalty fund language allows REMSA Health to share penalty funds with contract agencies based on their proportional contributions, promoting fairness and system-wide quality improvement. It maintains District oversight and adds accountability measures to ensure proper use and reporting of these funds.

- **Renumbering Article 7.5 to 7.6 Health Officer Approval**
  - February 2023 approved version: "Response time exemptions shall be reported monthly District Health Officer."
  - Suggested revision: Penalties and use of the penalty fund are all subject to approval by the District Health Officer (Attachment G).
  - Justification: The difference between the two sentences lies in the inclusion of a specific reference to "Exemption Guidelines (Attachment G)". This reference adds a layer of clarity and specificity, ensuring that response time exemptions are reported in accordance with predefined guidelines.

Article 8 Patient Billing

- **8.1 Average Patient Bill**
  - February 2023 approved version: "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 Health from time to time, upon written application by REMSA Health."
  - Suggested revision: 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 Health or any contractor or non-mutual aid co-response agency, excluding interfacility critical care transfers performed by a critical care team, from time to time, upon written application by REMSA Health.

- Justification: Language was added to include "any contractor or non-mutual aid co-response agency" to ensure consistent accountability across all entities providing EMS services under REMSA Health. Additionally, the phrase "…excluding interfacility critical care transfers performed by a critical care team…" was included to align with current billing practices and to recognize that these specialized transports involve highly skilled medical personnel and higher associated costs than standard EMS or interfacility transfers.

- **8.8 Audit**
  - February 2023 approved version: "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."
  - Suggested revision: 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 (30) days of its submission to the Internal Revenue Service.
  - Justification: Extending the time frame from 14 to 30 days allows for potential delays due to administrative processing or the responsible individual being out of the office, ensuring compliance is maintained within the designated period.

Article 9 Personnel and Equipment

- **9.1 Dispatch Personnel Training**
  - February 2023 approved version: "All personnel within the REMSA Health dispatch facility shall be trained at the minimum emergency medical technician (e.g. AEMT, Paramedic, RN) level. All medical dispatch personnel shall maintain certification as Emergency Medical Dispatchers (EMD) from the National Academy of Emergency Medical Dispatchers."
  - Suggested revision: All medical dispatch personnel shall maintain certification as Emergency Medical Dispatchers (EMD) from the National International Academies of Emergency Dispatch and Cardiopulmonary Resuscitation (CPR). New dispatch personnel shall receive training during their first six (6) months of employment. REMSA shall provide documentation of compliance to the DISTRICT annually.
  - Justification: Language revisions provide clarification on training versus certification and more appropriately align with REMSA Health's job description/high standards than the franchise.
- **9.2 Dispatch Accreditation**
  - February 2023 approved version: "REMSA Health shall maintain the National Academy of Emergency Medical Dispatchers accreditation of the Accredited Center of Excellence."
  - Suggestion revision: While the community dispatch center, REMSA Health shall maintain the International Academies of Emergency Medical Dispatch accreditation of the Accredited Center of Excellence.

- Justification: As the region works toward evaluating and implementing the most efficient, standardized, and optimal Emergency Medical Dispatch call processing system, REMSA Health as the region's only internationally accredited dispatch facility by the International Academies of Emergency Dispatch will continue to uphold its accreditation.

- **9.5 Ambulance Markings**
  - February 2023 approved version: "All ambulance units, either directly operated by REMSA or by a REMSA contractor, shall be marked with REMSA Health identity rather the identity of any ambulance service contractor."
  - Suggestion revision: All ambulance units, either directly operated by REMSA Health or by a REMSA Health contractor, shall be marked with REMSA Health identity.
  - Justification: This clarity supports effective implementation, enhances public recognition, and ensures that REMSA Health's branding remains the prominent and sole identifier of its services, regardless of operational arrangements.

Article 10 Quality Assurance

- **10.2 Review**
  - February 2023 approved version: "Each calendar month shall conduct quality assurance reviews of ambulance runs from among at least five percent (5%) of the previous month's ALS calls.
  - Suggestion revision: Each calendar month, REMSA Health and those contracted to provide ambulance transport services under REMSA Health or any non-mutual aid co-response agency, if any, shall conduct quality assurance reviews of ambulance runs from among at least five percent (5%) of the previous month's ALS calls.
  - Justification: Language was updated to ensure that complaint reporting requirements apply not only to REMSA Health, but also to any non-mutual aid co-response agencies contracted by REMSA Health. This promotes consistent accountability and transparency across all service providers involved in EMS delivery.

- **10.3 Complaints**
  - February 2023 approved version: Did not exist.
  - Suggestion revision: REMSA Health shall establish and maintain a phone number to submit complaints regarding REMSA Health service. REMSA Health shall document complaints and transmit records of complaints to the District Health Officer monthly (Attachment H).
  - Justification: To enhance transparency and accountability, REMSA Health will maintain a dedicated phone line for service-related complaints and submit monthly complaint reports to the District Health Officer, as outlined in Attachment H. This ensures timely issue tracking and supports ongoing system oversight and improvement.

Article 11 Community Relations and Public Education

- **11.4 Fire EMS Training:**

- February 2023 approved version: "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."
- Suggestion revision: Remove 11**.**4
- Justification: Although each agency had its own annual training schedule outlined, stakeholders found coordination challenging and attendance was historically low. As a result, a collective decision was made to remove this requirement from REMSA, recognizing that each agency independently provides and schedules its own training.

Article 12 Reporting

- **12.1 Monthly Reports**
  - February 2023 approved version: "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

    In addition to REMSA Health's regional fractile response time compliance reporting requirements, REMSA Health shall also provide response time information on Priority 1 and Priority 2 calls within each jurisdictional area (Reno, Sparks, County) separately for informational purposes."
  - Suggested revision: REMSA Health shall provide Truckee Meadows Fire Protection District, Reno Fire Department, Sparks Fire Department, and the DISTRICT, with a quarterly report presented to the Regional Emergency Medical Services Advisory Board (EMSAB), on agency 9-1-1 response activities which shall include:
    a. Total Mutual Aid Requests made by REMSA Health by agency
    b. Total Non-Mutual Aid Co-Responses
    c. Tiered Response Reporting
       - Call Processing – Total Time to Reach Final Determinate by Resource
       - Number of ILS Responses
       - 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

- Justification: Metrics were aligned to emphasize and report response time and performance indicators as outlined in the franchise agreement.

- **12.2 Quarterly Reports:**
  - February 2023 approved version: "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 BLS and ILS Responses (ILS and ILS Determinants)
      - Number of BLS and ILS Responses upgraded to ALS
      - Number of BLS and ILS Transports
      - Average Response Time for BLS and ILS Calls by Zone
      - Average Time on Scene for BLS and ILS
      - Number of Calls Requiring Fire Riders on BLS and ILS Transports
      - Number of BLS and ILS Units (%) Based on Daily Staffing"
  - Suggested revision: REMSA Health shall provide Truckee Meadows Fire Protection District, Reno Fire Department, Sparks Fire Department, and the DISTRICT, with a quarterly report presented to the Regional Emergency Medical Services Advisory Board (EMSAB), on agency 9-1-1 response activities which shall include:
    a. Total Mutual Aid Requests made by REMSA Health by agency
    b. Total Non-Mutual Aid Co-Responses
    c. Tiered Response Reporting
      - Call Processing – Total Time to Reach Final Determinate by Resource
      - Number of ILS Responses
      - 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
  - Justification: Removal of Reno-Tahoe Airport Authority Fire Department as they are not a signatory of the EMSAB ILA and removal of "(ILS and ILS Determinants)" to reduce confusion.

- **12.3 Daily Reports**
  - February 2023 approved version: "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."
  - Suggestion revision: Removal of this section.

- Justification: The workgroup expressed varying levels of usefulness in receiving the report. However, the region's transition to a regional CAD system—with enhanced visibility—ultimately delivered the intended and more accurate solution.

Article 13 Failure to Comply/Remedies

- **13.1 Failure to Comply with Agreement**
  - February 23, 2023 approved version: 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 Health 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.
  - Suggested revision: This exclusive right of REMSA Health 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 Health to comply with this Franchise. Failure to comply with the mutually agreed upon Annual and Comprehensive Review checklists may result in the loss by REMSA Health of the authority to operate the ambulance service on an exclusive basis.
  - Justification: To provide clarity on the specifics which REMSA Health needs to comply.
- **13.2 Notice of Noncompliance**
  - February 23, 2023: Unless a substantial and immediate threat to the public health requires the DISTRICT to assume control in this franchise, the DISTRICT shall notify REMSA in writing of REMSA's failure to comply.
  - Suggested revision: Unless a substantial and immediate threat to the public health requires the DISTRICT to assume control and responsibilities of REMSA Health as outlined in this franchise agreement, the DISTRICT shall notify REMSA Health in writing of REMSA's failure to comply. The notice of noncompliance shall specifically set forth and address the following components:
    a. Basis of Decision: Clearly identify the reasons for the non-approval, including reference to evaluation criteria, compliance requirements, or other substantive considerations.
    b. Timeliness: Be issued to and communicated in writing to REMSA Health within thirty (30) days of the Board's decision.
    c. Specificity: Include sufficient detail to allow REMSA Health to understand the deficiencies or concerns and, where applicable, identify corrective measures or clarifications that may enable reconsideration.
    d. Consensus Process: In cases where the DISTRICT requires further information before making a final decision, the contracting authority shall coordinate with REMSA Health to collect and present the requested information. The DISTRICT shall reconvene to reach a consensus decision within 60 days of the initial deferral.

In the event the DISTRICT defers action on a REMSA Health approval or requires additional time to provide the basis of its decision, REMSA Health shall not incur, and the contracting authority shall not impose any penalties as described in Article 7.5 during the review and decision period. The DISTRICT review period shall be defined as the 61st day after the initial deferral.

- Justification: The inclusion of detailed language outlining the process for issuing a notice of noncompliance and handling deferrals is intended to enhance transparency, accountability, and procedural fairness in the administration of the Interlocal Agreement.

Addition of Article 17 Termination of Convenience

- February 2023 approved version: Termination of Convenience did not exist.

- Suggested revision: Termination by the DISTRICT: The DISTRICT may terminate this Agreement, in whole or in part, without cause and for its convenience, by providing REMSA Health with no less than five (5) years' prior written notice. Such notice shall specify the effective date of termination and the extent to which performance under this Agreement is to be terminated.

  Termination by REMSA Health: REMSA Health may terminate this Agreement, in whole or in part, without cause and for its convenience, by providing the DISTRICT with no less than five (5) years' prior written notice. Such notice shall specify the effective date of termination and the extent to which performance under this Agreement is to be terminated.

  Obligations Upon Termination: Upon receipt of a notice of termination under this Article, the Parties shall:

  a) Cease performance of services on the date and to the extent specified in the notice;
  b) Cooperate in good faith to ensure a smooth and orderly transition of services to a successor provider designated by the DISTRICT;
  c) Provide all necessary records, data, and reports required for continuity of operations;
  d) Settle all outstanding obligations incurred prior to the effective date of termination.

  No Penalty or Cause Required: Termination under this Article shall not be deemed a breach of contract and shall not entitle either party to damages or compensation beyond payment for services rendered and obligations incurred prior to the effective date of termination.

  Survival: The provisions of this Agreement that by their nature are intended to survive termination, including but not limited to indemnification, confidentiality, and reporting obligations, shall remain in full force and effect.

- Justification: Adding a Termination for Convenience clause provides the Contracting Entity with flexibility to adjust or end the franchise agreement if community needs, funding, or policy priorities change, even if the contractor is fully compliant. It ensures continuity of emergency services, allows for orderly transitions to alternative providers, and clearly defines compensation for work performed

and reasonable costs incurred. This balances the contractor's rights with the agency's responsibility to maintain effective and responsive ambulance services.

Renumbering of Original Article 17 – Miscellaneous to Article 18

- **18.1 REMSA Health Contracts with Other Entities**
    - February 2023 approved version: "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."
    - Suggested revision: "In the event that REMSA Health 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. Any contractor or non-mutual aid co-response agency to this agreement must hold the same training, licensing, certification, and any other requirements as required of REMSA Health in this agreement to maintain the same level of service to Washoe County. Any contractor or non-mutual aid co-response agency of services of this agreement must report their compliance (or requirements) through REMSA Health to NNPH."
    - Justification: The revised language adds a requirement that any contractors involved must meet the same training, licensing, certification, and accreditation standards as REMSA Health. This ensures that all parties maintain the same level of service quality for Washoe County. Additionally, the requirement for contractors to report their compliance and performance standards through REMSA Health to Northern Nevada Public Health (NNPH) establishes a clear and accountable process for monitoring and maintaining service standards. This comprehensive approach ensures that service agreements do not negatively impact the designated franchise area and that all contractors uphold the expected level of service.

Addition and reorder of Attachments

- Attachment A: Non-Mutual Aid Co-Response Agency Transport Protocol
- Attachment B: Annual Compliance Review Checklist
- Attachment C: Comprehensive Compliance Review Checklist
- Attachment D: REMSA Health Response Zone Map
- Attachment E: Exemption Guidelines
- Attachment F: CPI Letter
- Attachment G: Penalty Fund Letter
- Attachment H: Complaint Guidelines

Attachments that are still under development include the following placeholder language to ensure clarity and mutual understanding:

"This attachment is currently under development and will be finalized and incorporated into this Agreement upon mutual written approval by the Parties. Once finalized, it shall be deemed incorporated by reference and considered a material part of this Agreement without the need for further amendment."

This language ensures that all parties acknowledge the pending nature of the content while affirming its future inclusion as a binding component of the agreement.

PREVIOUS ACTION

- In February 2023, the DBOH approved a revision to the Franchise to correct typographical and grammatical errors in the 2014 document and to modify the language in the Amended and Restated Franchise Agreement for Ambulance Service, specifically in Article 1.1 Definitions, Article 2.3 Level of Care, and Article 12 Reporting.
- An update to the REMSA Amended and Restated Franchise Agreement for Ambulance Service was approved at the District Board of Health meeting August 25, 2022.

BACKGROUND

In September 2024, the EMS Oversight Program and EMS Joint Advisory Committee determined that Phase I revisions would not be presented to the District Board of Health (DBOH) for approval, as more time was required to include stakeholder input and develop consensus. In November 2024, the City of Reno agreed to lead additional revisions through the spring of 2025, and a summary document was prepared to report the status. At the DBOH meeting on September 25, 2025, the Chair of the DBOH asked the District Health Officer to coordinate with REMSA Health to submit its Redlined document at the October 23, 2025, DBOH meeting, along with this Staff Report to recommend a path forward.

FISCAL IMPACT

There is no anticipated fiscal impact

RECOMMENDATION

Staff recommends the approval of the revised Regional Emergency Medical Services Authority (dba REMSA Health), Amended and Restated Franchise Agreement for Ambulance Service, which includes revisions from the EMS Joint Advisory Committee and the workgroup coordinated by the City of Reno. The recommendation also requests the Board approve the amendment of the current franchise to a perpetual basis, retroactive to July 1, 2025, and approve staff to work with REMSA Health on an updated Comprehensive Compliance Review Checklist and collaborate with REMSA Health and stakeholders to collect data to address the impacts and outcomes to the franchise and participating regional partners, to include but not limited to, franchise governance, interfacility transfers, Hexagon CAD implementation, the fire regionalization and study, and increased service demands by June 30, 2028.

POSSIBLE MOTION

"Move to approve the revised Regional Emergency Medical Services Authority (dba REMSA Health), Amended and Restated Franchise Agreement for Ambulance Service, which includes revisions from the EMS

Joint Advisory Committee and the workgroup coordinated by the City of Reno. The recommendation also requests the Board approve the amendment of the current franchise to a perpetual basis, retroactive to July 1, 2025, and approve staff to work with REMSA Health on an updated Comprehensive Compliance Review Checklist and collaborate with REMSA Health and stakeholders to collect data to address the impacts and outcomes to the franchise and participating regional partners, to include but not limited to, franchise governance, interfacility transfers, Hexagon CAD implementation, the fire regionalization and study, and increased service demands by June 30, 2028."

ATTACHMENTS:

DBOH – 10-23-2025 Amended and Restated Franchise Agreement for Ambulance Service – clean version
DBOH – 10-23-2025 Amended and Restated Franchise Agreement for Ambulance Service - redline version