

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

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 Statutes, 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:

RECITALS

WHEREAS, in August of 1986, Washoe County, the cities of Reno and Sparks amended their Interlocal Agreement creating the 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, REMSA Health 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 Health, 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, 8/22, 2/23; and

WHEREAS, DISTRICT oversight of REMSA Health'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 Operating Criteria"); and

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

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 a 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 Service;

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.

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.

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

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 Service Area includes all of Washoe County with the exception of Gerlach and the North Lake Tahoe Fire Protection District.

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.

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

JAC means Emergency Medical Services Joint Advisory Committee, a workgroup called by the Parties to include participation from multi-agency regional EMS.

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

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).

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 Health is awarded exclusive market rights (911 and “Routine Transfer”), to contract for and 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. 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 transports, in which the ground ambulance segment originates outside the Franchise Service Area and terminates within it. Air ambulance transports that originate outside of the Franchise area terminates in the franchise area which require ground ambulance transportation are subject to section 2.1 and REMSA Health has the exclusive market right to provide ground ambulance transportation;
- 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 Health;
- c. Mutual Aid. REMSA Health 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.
- e. 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 Protocol¹.
 - 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.

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

¹ Attachment A: Non-Mutual Aid Co-Response Agency Transport Protocol is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis. Both Parties agree to be bound by the most current version of Attachment A as mutually approved, without requiring a formal amendment to this Agreement.

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 staffed 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.
- d. 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.

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.

2.4 Review Process: The EMS JAC will review and recommend the most appropriate clinical resource based on the final International Academies 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 such as appropriate tracking, trending, and clinical monitoring of response and treatment metrics. (See Article 12.1 for reporting requirements).

2.5 Term: 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.

2.6 Periodic Review:

- 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 B)² 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)³ 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.

2.7 Oversight Fee: REMSA Health 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 Health performance. Payments shall be made upon receipt of an invoice from the DISTRICT.

2.8 Supply Exchange and Reimbursement: 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.

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 Health must be borne by REMSA Health, which is self-supporting.

² Attachment B: Annual Compliance Review Checklist is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis. Both Parties agree to be bound by the most current version of Attachment B as mutually approved, without requiring a formal amendment to this Agreement.

³ Attachment C: Comprehensive Compliance Review Checklist is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis. Both Parties agree to be bound by the most current version of Attachment C as mutually approved, without requiring a formal amendment to this Agreement.

ARTICLE 3 GOVERNING BODY

3.1 REMSA Health Board of Directors: The governing body of REMSA Health (the “REMSA Health 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 last three (3) representatives set forth above are to be appointed by the DISTRICT.

The District Health Officer shall be the Ex-Officio member.

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

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

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

3.3 Meetings: The REMSA Health 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 Health 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 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. REMSA Health shall follow the following procedures with respect to the market study:

- a. REMSA Health 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 Health 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 Health 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 Health's data.
- d. If, based on the market study, the REMSA Health 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 offered by REMSA Health's contactor, taking into account relevant differences 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 Health 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 Health and the DISTRICT determine that the market study reveals that the performance of REMSA Health's contractor(s) is reasonably competitive on service and cost, adjusted to account for relevant differences in market characteristics, no competitive bid will be required.
- f. During the term of this Franchise Agreement, if it is deemed necessary by REMSA Health, or is deemed necessary as a result of a Market Study result as outlined above, REMSA Health 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.

ARTICLE 5 COMMUNICATIONS

5.1 Radio: REMSA Health shall establish 800 MHz communications capabilities with the current 911 system requirements and transition in the future as 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.

5.2 Dispatch: 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.

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

ARTICLE 6
DATA AND RECORDS MANAGEMENT

6.1 Data and Records: 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 provide 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 Health shall make available electronic patient care records as requested by the District Health Officer in accordance with HIPAA regulations.

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 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-threatening calls (Priority 1 calls) as follows:

Zone A – REMSA Health 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 Health 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 Health shall respond to calls in these areas, which may require extraordinary measures, as quickly as possible.

For the purpose of calculating compliance to these standards, all Priority 1 responses within the separately defined response zones (except Zone E) will be counted. REMSA Health shall be deemed as being in compliance when, 1) REMSA Health 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 that 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 the 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.

7.1.1 Response Determinants: The REMSA Health 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.

7.1.2 Zone Map: REMSA Health shall provide, and the DISTRICT shall maintain a current response zone map (Attachment D)⁴, which is annually reviewed and approved by the District Health Officer. The response zone map will be made publicly available through the DISTRICT's website.

7.1.3 Response Time Reporting: 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 ensure 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.

7.2 Inter-facility transports: The franchise gives exclusive rights within Washoe County as outlined in Article 2.

7.2.1 Response 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.

7.2.2 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 ensure compliance. Response time data shall include the time requested, which requesting facility, the receiving facility, and the time at bedside.

7.3 Exemptions: Response time exemptions shall be reported monthly in compliance with Exemption Guidelines (Attachment E)⁵ to the District Health Officer.

Disputes between REMSA Health 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.

⁴ The document titled Attachment D: REMSA Health Response Zone Map is incorporated by reference into this Agreement and shall be considered a material part hereof. Attachment D shall be reviewed and revised on an annual basis by the District Health Officer as needed. All Parties agree to be bound by the most current version of Attachment B as approved by the District Health Officer.

⁵ Attachment E: Exemption Guidelines is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis. Both Parties agree to be bound by the most current version of Attachment E as mutually approved, without requiring a formal amendment to this Agreement.

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.

7.4 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 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.

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.

7.5 Penalty Fund: 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 G⁶. 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.

7.6 Health Officer Approval: Penalties and use of the penalty fund are all subject to approval by the District Health Officer (Attachment G).

⁶ Attachment G: Penalty Fund Letter is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis, and at a minimum, on an annual basis aligned with the fiscal year. Both Parties agree to be bound by the most current version of Attachment G as mutually approved, without requiring a formal amendment to this Agreement.

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 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. 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 Health at least annually in writing with regard to the CPI adjustment amount as determined above. REMSA Health 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 Health 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 Health 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 Health desires an increase to the average patient bill beyond the annual CPI adjustment, REMSA Health 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 Health'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 Health, 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 exceeding the maximum average patient bill in effect for a particular franchise year, REMSA Health 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).
- c. 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 Health shall utilize its best

efforts to maximize third-party 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 Health 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 Health establishes 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 Health is responsible for all billing of patients and third-party payers for ambulance services provided, or REMSA Health may allow a contractor to do so.

8.7 Accounting Practices: REMSA Health 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 thirty (30) days of its submission to the Internal Revenue Service. REMSA Health shall post the financial audit (Audit) and IRS Form 990 to REMSA Health's website within one (1) business day of transmittal to the District Health Officer. The independent auditing firm will be selected by REMSA Health, and such a 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 Health and the District Health Officer.

ARTICLE 9 PERSONNEL AND EQUIPMENT

9.1 Dispatch Personnel Training: All medical dispatch personnel shall maintain certification as Emergency Medical Dispatchers (EMD) from the 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.

9.2 Dispatch Accreditation: While the community dispatch center, REMSA Health shall maintain the International Academies of Emergency Medical Dispatch 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 requirements of the NRS, Chapter 450B.

9.4 ICS Training: REMSA Health field staff and field management personnel shall be trained in the National Incident Management System/Incident Command System (NIMS/ICS) protocols, specifically at the IS-100, IS-200, and IS-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 exercise, REMSA Health 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 Health or by a REMSA Health contractor, shall be marked with REMSA Health identity.

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

9.8 Medical Director: REMSA Health 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 Health 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 Health 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 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. Those reviews should involve, if possible, the ambulance personnel who participated on those cases and shall be conducted by the designated REMSA Health 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.

10.3 Complaints: Complaints: 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)⁷.

⁷ Attachment H: Complaint Guidelines is incorporated by reference into this Agreement and shall be considered a material part hereof. It shall be reviewed and approved by the Parties on an as-needed basis. Both Parties agree to be bound by the most current version of Attachment H as mutually approved, without requiring a formal amendment to this Agreement.

ARTICLE 11
COMMUNITY RELATIONS AND PUBLIC EDUCATION

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

11.2 Community Health Education: At least annually, REMSA Health 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 Health shall report on these activities to the DISTRICT. The Health District may assist and participate in such activities.

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

ARTICLE 12 REPORTING

12.1 Monthly Reports: REMSA Health shall provide the DISTRICT a monthly report on operational activities, by region, contractor(s), and non-mutual aid co-response agency(ies), which shall include:

- a. Response Time Reporting and number of calls
 - Priority 1 calls
 - Inter-facility Transfers and Inter-facility Critical Care Transports
 - Non-mutual Aid Co-Response
- b. CAD Edits and Call Priority Reclassifications,
- c. Comments and Complaints,
- d. Investigations and Inquiries,
- e. The Average Patient Bill (Priority 1, Inter-facility Transfers, and Non-mutual Aid Co-Response)
- f. Education and Training Activities

The reports shall be shared in a format agreed upon by the DISTRICT. In addition to REMSA Health's regional fractile response time compliance reporting requirements, REMSA Health shall also provide response time information on Priority 1 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 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

12.3 Annual Reports: REMSA Health 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 Health's fiscal year. REMSA Health 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 Health'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 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.

13.2 Notice of Noncompliance: 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 Health'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.

Such notice shall allow REMSA Health 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 Health fails to correct the failure within the allowed response period, the DISTRICT shall notify REMSA Health 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 Health 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 Health. 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 Health 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 that REMSA Health 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 Health'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 for use in the support of the DISTRICT 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 Health 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 Health 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 Health under any further franchise designation, license, or substitute thereof, shall be required to utilize the central facility established by REMSA Health to house, service, and maintain its offices, communications center, emergency vehicles, supplies, equipment and related items utilized within the EMS system developed under REMSA Health's franchise and to assume all the financial responsibility related thereto as part of its obligations as successor to REMSA Health. 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 Health and franchise necessary or expedient to maintain the EMS system developed under REMSA Health's franchise. Any equipment or property owned by REMSA Health and utilized within the EMS systems shall be purchased by such successor for cash on such terms mutually agreeable to REMSA Health and such successor. If REMSA Health 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 Health 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

TERMINATION FOR CONVENIENCE

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

ARTICLE 18 MISCELLANEOUS

18.1 REMSA Contracts with Other Entities: 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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:

Northern Nevada Public Health
District Health Officer
P.O. Box 11130
Reno, NV 89520

REMSA Health
Chief Executive Officer
450 Edison Way
Reno, NV 89502

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

Northern Nevada Public Health

By: _____

Title: _____

Dated: _____

ATTEST:

Recording Secretary

Regional Emergency Medical Services Authority Health

By: _____

Title: _____

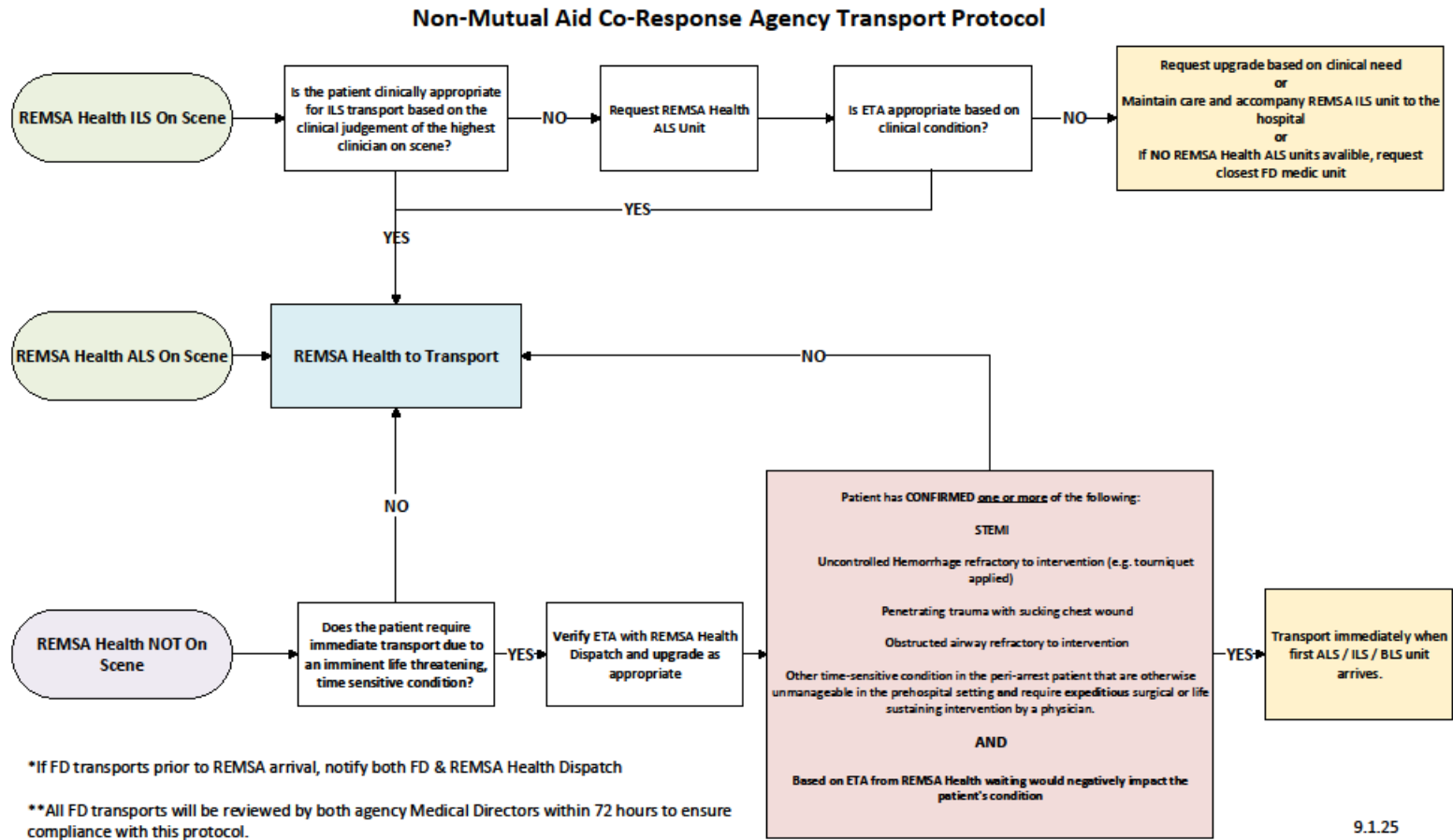
Dated: _____

Attachments

The following documents are incorporated by reference and form an integral part of this Agreement:

- 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

Attachment A: Non-Mutual Aid Co-Response Agency Transport Protocol



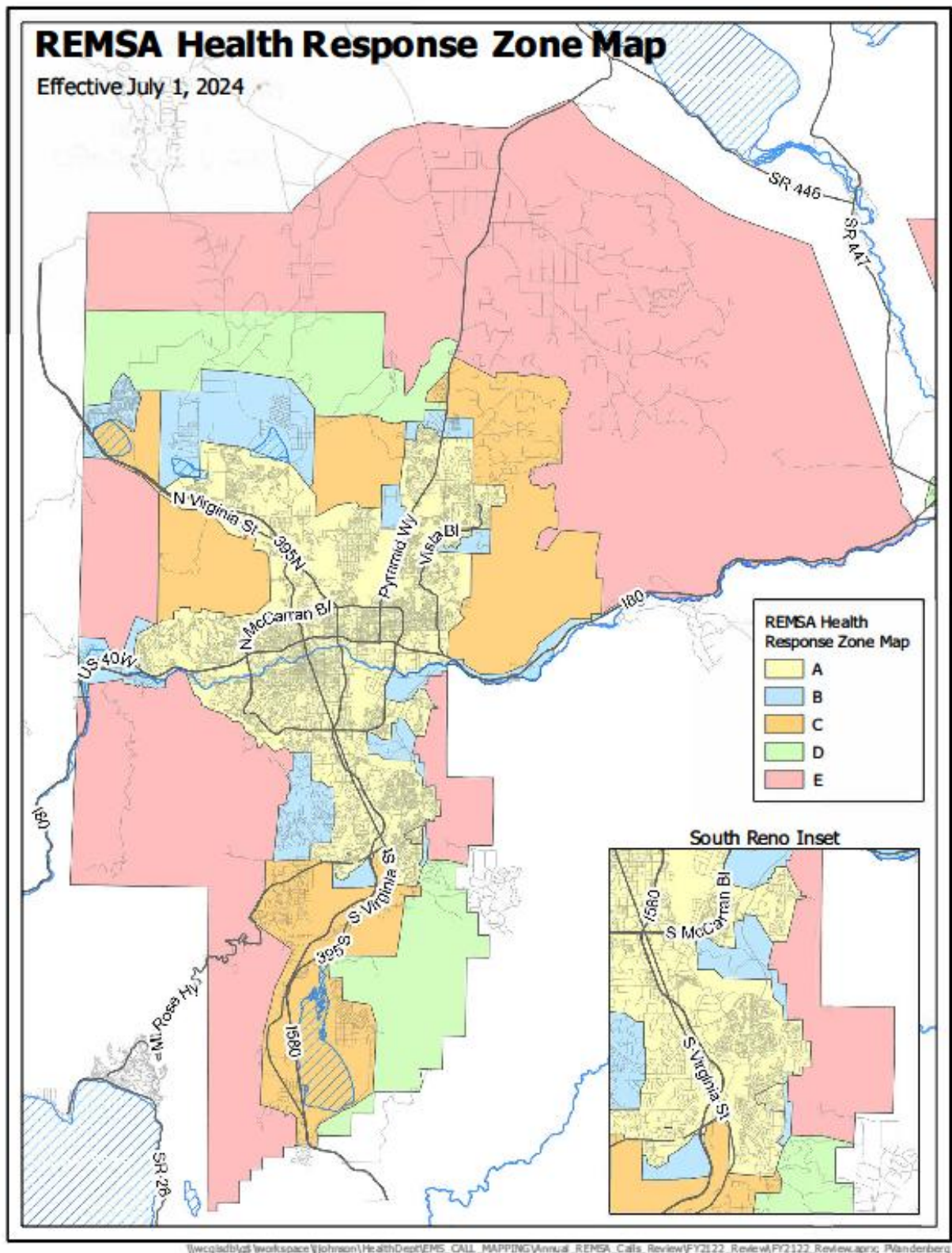
Attachment B: Annual Compliance Review Checklist

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.

Attachment C: Comprehensive Compliance Review Checklist

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.

Attachment D: REMSA Health Response Zone Map



Attachment E: Exemption Guidelines

WASHOE COUNTY HEALTH DISTRICT ENHANCING QUALITY OF LIFE

July 1, 2021

Dean Dow, President/CEO REMSA
450 Edison Way
Reno, NV 89502-4117

RE: Exemption Guidelines

Dear Mr. Dow,

The Washoe County Health District (WCHD) revised the list of allowable exemption requests for Priority 1 calls in the REMSA Franchise service area. The following exemptions will be effective July 1, 2021

All exemptions shall be reviewed by the WCHD EMS Oversight Program. Additionally, for the purpose of all compliance calculations, approved exemptions shall not be included as part of the calculation process.

Exemptions to be reviewed by REMSA and the WCHD:

1. MC/MAEA

An exemption will be granted during a declared multi-casualty incident (MCI) or Multi Agency Evacuation for which REMSA's resources have been requested. The exemption automatically begins at the time the MCI and/or evacuation is declared. However, the first responding unit must meet response requirements if the occurs within the Franchise service area.

2. Incorrect Address

In the event a calling party gives dispatch an incorrect address, and the stated address is verified by the Communications Specialist and confirmed by the caller to be the correct address, response time shall be measured from the time REMSA receives, or otherwise discovers, the correct address until the unit arrives on scene.

Exemptions to be reviewed and approved by the WCHD:

1. Miscellaneous

A request for a miscellaneous exemption must be submitted in writing within 5 business days from which the event occurred. Miscellaneous exemptions may include requests like units driving "off road" or AVL clock stop confirmation, etc.

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1001 East Ninth Street, Building B, Reno, Nevada 89512
ODHO Office: 775-328-2416 | Fax: 775-328-3752 | washoecounty.us/health
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Miscellaneous exemptions are granted on a per call basis following a review of the documentation provided by REMSA and/or investigation by the EMS Oversight Program. The request must include all applicable supporting reports and documentation in order for the EMS Oversight Program to approve a miscellaneous exemption.

2. Weather

Pursuant to Article 7.6 of the Amended and Restated Franchise, "an exemption to response time penalties may be granted by the District Health Officer (DHO), or designee, when adherence to response time requirements under extreme weather conditions would jeopardize public safety or the safety of ambulance personnel."

REMSA shall use the approved REMSA Communications Blanket Weather Exemption Request Form for blanket weather exemption requests to determine the necessity and validity of the request. Upon completion of the checklist, if the request is outside the hours of 7am-8pm, REMSA shall grant a preliminary blanket weather exemption status to ensure the safety of crews. If REMSA is granting a preliminary blanket weather exemption, an email correspondence is required to the EMS Oversight Program at EMSProgram@washoecounty.us to notify staff of the exemption status start time. The EMS Oversight Program staff will acknowledge the preliminary exemption notification within 3 business days.

Blanket weather exemptions will be granted for 12 hours, or less. At, or before, the eleventh hour of the request, REMSA must re-examine the weather conditions and outlook using information from NWS Reno and information from field providers and supervisors. Based on the findings, REMSA will either (1) request additional exemption hours, or (2) terminate the requested blanket exemption. REMSA must notify the WCHD immediately of their determination.

Blanket weather exemptions will be granted with the expectation that additional field staffing will be used to mitigate the impact of known severe weather condition on REMSA's response to priority 1 calls. The additional field staffing used must be included in the written request, if applicable. Written documentation to support the blanket weather exemption request must be submitted within 5 business days of the verbal request or email notification. If there is not enough supporting documentation, the WCHD may deny the exemption.

Individual weather exemptions for weather related hazardous driving conditions affecting individual ground ambulances are a matter to be negotiated between REMSA and the Contractor. The individual weather exemption is applicable when a single region of the ambulance franchise service area is impacted by a weather event. If a weather event impacts more than one region within a one-hour period of time, REMSA should closely monitor these conditions and begin to utilize the checklist for a blanket weather exemption request if conditions become widespread.

In the event that REMSA is made aware that multiple isolated weather exemptions were utilized when a blanket was more appropriate, a retroactive request for a blanket weather exemption may be made. A request for a retrospective request must be submitted in writing within 5 business days following the end of the month in which the event occurred. All documentation supporting the request would need to be submitted with the request.

The EMS Oversight Program will review such individual weather exemptions within 3

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business days and may recommend denying the exemption if there is not sufficient supporting documentation to justify the individual weather exemption.

3. Local, State or Federal Declared Emergency

An exemption will be granted for a local, state or federally declared emergency for which REMSA's resources have been formally requested through the appropriate emergency management process. The exemption begins at the time the declared emergency is affirmed applicable documentation for this exemption must be provided to the EMS Oversight Program for review.

4. System Overload

REMSA shall use a third-party vendor to calculate system overload with the following equation:

$$\text{System Overload} = \text{Average Demand (20 weeks)} + 2X \text{ Standard Deviation,}$$

EMS Oversight Program staff shall receive real-time system information through a notification from the third party-vendor concerning REMSA surpassing the overload threshold. This will serve as notification only and is not actionable as an exemption request. Once overload is reached, REMSA shall monitor the system and determine if an exemption request is necessary.

A request for a system overload exemption should be made to the EMS Oversight Program, within 5 business days of the initial real time system overload notification. The submitted documentation should include quantitative system information and will encompass the timeframe of beginning no sooner than one hour after the system overload trigger is recognized and ending no later than one hour after the system returns below the system overload threshold.

If there is not enough supporting documentation, then the WCHD may deny the exemption.

5. Construction

An exemption due to road construction may be considered if a written request is submitted to the EMS Oversight Program within 5 business days of the call. The written exemption request must demonstrate the following:

- Management received updates from the Nevada Department of Transportation, the Regional Transportation Commission and/or other jurisdictional divisions and used that information to review the System Status Management Plan and made necessary adjustments.
- REMSA sent notifications to field staff of closures and delays.
- REMSA utilized additional unit hours for large road construction projects (i.e. major lane closures).
- REMSA validated that the crew experienced conditions beyond their control.

Subject: Exemption Guidelines
Date: July 1, 2021
Page 4 of 4

If the scene is in the middle of a construction zone or there are no feasible alternate routes to reach the scene, an exemption may be approved based on review of documentation provided by REMSA.

REMSA is expected to be aware of and plan for road construction. Response time exemptions for construction will not be automatic. Requests for exemptions due to construction will be considered on a case by case basis by the EMS Oversight Program within 3 business days.

6. Status 99

Status 99 is a term used to describe the situation when an ambulance cannot offload its patient(s) at the hospital because staff and/or facilities are not available at the hospital to receive the patient(s). REMSA shall keep a daily Status 99 Report (the "Daily Report") detailing each Status 99 delay and list the specific times of those delays. A Status 99 delay will be included in the Daily Report when the ambulance has been at the hospital for twenty 20 minutes or more, as that is the average drop off time. Written documentation to support the Status 99 exemption request must be submitted within 5 business days to the EMS Oversight Program.

The process for the Status 99 exemptions is based on criteria agreed to by both parties in writing. The EMS Oversight Program will review and Status 99 exemption requests within 3 business days and verify the date and time of the call with the Daily Report to determine if an exemption is warranted.

No other reasons for late response, such as equipment failure, vehicular accident - regardless of cause - or any other causes within REMSA's reasonable control, shall justify an exemption from response time requirements.

Sincerely,



Kevin Dick
District Health Officer

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1001 East Ninth Street, Building B, Reno, Nevada 89512
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P. 775-328-2400
1001 E Ninth St. Bldg. B
Reno, NV 89512
NNPH.org

December 17, 2024

Barry Duplantis
REMSA Health CEO/President

RE: Annual Consumer Price Index (CPI) Adjustment

Dear Mr. Duplantis,

In accordance with the Amended and Restated Franchise Agreement for Ambulance Service, the annual review of the CPI has been completed. This letter provides REMSA Health with the information needed to adjust the ground ambulance average patient bill and the late response time penalty per minute (up to a maximum of \$150.00), for the period of January 1, 2025, through December 31, 2025.

CPI Net Change	10.153
CPI Percentage Change	4.155%
Previous Maximum Average Ground Bill	\$2073.86
CPI Adjustment of 4.155%	\$86.16
Allowable Average Ground Bill through December 31, 2025	\$2,160.02
Penalty amount January 1, 2024, through December 31, 2024	\$23.99
Penalty amount January 1, 2025, through December 31, 2025	\$24.99

Please notify Northern Nevada Public Health in writing of changes to REMSA Health's rates and charges for ground ambulance services within ten calendar days after the REMSA Health Board's approval and before implementation. As of June 30, 2025, if overages occur in the maximum average bill for ground ambulance services, REMSA Health must notify Northern Nevada Public Health in writing of the overage adjustments that will be initiated for the next fiscal year.

The CPI figures from the website of the Bureau of Labor Statistics are enclosed for your convenience.

If you have any questions, please contact Northern Nevada Public Health EMS Oversight Program at emsprogram@nnph.org

Sincerely,

A handwritten signature in black ink that reads "Chad Kingsley".

Dr. Chad Kingsley MD
District Health Officer

Consumer Price Index for All Urban Consumers (CPI-U)															
Original Data Value															
Series ID: CUUHN406SAM															
Not Seasonally Adjusted															
Source: BLS - Medical Care - New Cases (M), All Urban															
Area: West - Size Class 3/0															
Item: Medical care															
Base Period: DECEMBER 1987 = 100															
Years: 2014 to 2024															
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014	185.426	184.517	184.850	184.745	184.800	185.118	185.170	184.881	186.835	186.775	186.800	187.335	185.981	184.551	186.172
2015	187.627	190.097	189.751	193.746	193.167	191.104	190.168	187.287	189.287	189.214	192.379	191.418	190.971	190.810	191.126
2016	191.620	191.051	191.111	195.428	196.067	196.812	196.009	197.231	197.293	197.207	197.007	198.058	196.971	191.491	197.456
2017	195.447	195.835	198.829	200.250	198.908	198.778	198.830	195.875	189.771	200.388	201.470	201.738	198.810	195.805	200.917
2018	201.077	201.470	204.990	204.294	205.930	207.507	207.420	207.740	209.292	209.205	209.732	210.014	206.848	201.025	209.674
2019	205.992	210.235	210.950	212.201	212.001	212.017	212.019	215.105	215.200	215.209	219.719	220.050	214.248	211.240	219.052
2020	227.621	227.015	228.847	228.069	228.773	230.151	231.338	231.615	230.783	229.264	228.800	228.242	229.188	225.888	230.000
2021	229.170	229.050	229.391	230.303	229.737	228.052	225.277	230.150	230.211	231.182	231.950	231.191	230.073	225.404	230.090
2022	241.940	241.725	243.301	243.038	247.840	248.278	248.400	247.165	245.155	243.121	240.424	241.722	238.185	235.115	241.504
2023	241.184	237.875	240.820	240.503	244.969	243.740	245.780	244.881	249.871	249.581	252.324	250.078	245.348	241.887	248.821
2024	252.995	252.327	252.480	250.119	254.701	256.015	256.900	256.170	255.000	256.294	256.631			251.450	



P. 775-328-2400
1001 E Ninth St. Bldg. B
Reno, NV 89512
NNPH.org

Adam Heinz
Chief Operating Officer

August 15, 2025
Penalty Fund

Hello Mr. Heinz,

In response to your letter dated June 30, 2025 (attached), I approve the use of REMSA's penalty fund expenditures request for the fiscal year 26 (July 1, 2025 – June 30, 2026) in the anticipated amount of \$200,000 for the following items with some modifications.

The items are broken down into categories with a percentage or dollar amount limit (some individual items have a dollar item set). These limits are based on previous years' funds spent and items funds were spent on or not. All activities or purchases that are advertised as being purchased or sponsored by REMSA Health also need to indicate Northern Nevada Public Health (NNPH). NNPH can also allocate up to 20% of anticipated encumbered funds.

Table of categories and items, and maximum percentage of funds to be spent on each item without prior District approval.

Category	Item	Percentage limit
Child and Pedestrian Safety	Child Car Seats and Installation – Safety Seat Program	2.5%
	Pedestrian Safety Education	2.5%
Community First Aid, CPR Training & Education	First AID Kits for Youth League Sports & Community Organizations	2.5%
	Basic Life Support/CPR Certification/Stop the Bleed/Babysitter Recertification Classes	5%
	EMS Scholarship Program-High School, Trade, and Higher Education Support	10%
HeartSafe Community	Community AED Deployment Program	10%
	PulsePoint Application-Enhancing Bystander VPR and AED Awareness	7.5%
	Stop the Bleed Kits – Community Distribution	5%
Regional First Responder/Emergency Medical Services Systems Initiatives	Cardiac Registry to Enhance Survivability (CARES)	5%
	911 Awareness & EMS Education Campaign	5%
	Children's Safety Campaigns	2.5%
	Tactical EMS Equipment & Physician Oversight	7.5%

	Search and Rescue EMS Equipment Support	7.5%
	Public Awareness Through Ambulance Wrap Campaign	10%
	Support for Washoe County Non-Profit Healthcare and First Responder Organizations	15%
	Regional First Responder Training Equipment	20%
	EMS Explorer Program – Youth Engagement and Education	2.5%
	Expanding Access to Vaccinations Through Community Clinics	2.5%
	County-Wide EMS Protocol Mobile Application	7.5%

Required changes to the items requested in attached letter:

- Scholarships will be available for any EMS program within Washoe County and not limited to REMSA Health Education.

It is understood that this is an estimated total of penalty dollars that will be collected during the fiscal year. Should REMSA Health's penalty fund exceed \$200,000 at any point, Northern Nevada Public Health shall be notified of the additional funds and the planned usage of the monies.

It is understood that the expenditures for the approved programs will be reported to the District Board of Health in REMSA Health's monthly Operations Report. The report needs to align with the limits and the amount/percentage spent on each activity.

If you have any questions please contact Andrea Esp, Preparedness and EMS Oversight Program Manager, at 775-326-6042.

Sincerely,



Dr. Chad Kingsley
District Health Officer
Northern Nevada Public Health

Attachment: Penalty_Fund_25_26_6.30.25 (Penalty letter request dated June 30, 2025)

Penalty letter request dated June 30, 2024

1001 E. Ninth St. Bldg. B
Reno, NV 89512

NNPH.org



June 30, 2025

Chad Kingsley, MD, MBA
District Health Officer
Northern Nevada Public Health
PO Box 11130
Reno, NV 89520

Dear Dr. Kingsley:

REMSA Health respectfully requests authorization to allocate penalty fund dollars from the 2025-2026 compliance year to support the following programs that enhance the health and safety of our community:

CHILD AND PEDESTRIAN SAFETY

CHILD CAR SEATS AND INSTALLATION – SAFETY SEAT PROGRAM

REMSA Health's Safety Seats Program provides community education and hands-on training in child passenger safety and proper car seat installation. We host regular checkpoints throughout the region to inspect installed car seats and replace any that are unsafe. While donations are welcome, we ensure that every unsafe seat is replaced—regardless of a family's ability to pay.

For newborns under five pounds, we offer car beds on a loaner basis, as standard car seats are often too large for these infants. Penalty funds help us purchase a variety of car seat sizes and cover inspection fees for families unable to attend community checkpoints. These funds may also support public awareness campaigns to promote child passenger safety.

PEDESTRIAN SAFETY EDUCATION

REMSA Health partners with local law enforcement, regional first response agencies, and other community organizations to promote pedestrian safety throughout Washoe County. Using penalty funds, we purchase and distribute a variety of branded reflective gear—including vests, wristbands, clip-on lights, and other visibility-enhancing items—at public events to help increase pedestrian visibility near roadways.



Funds may also support public awareness campaigns and educational outreach efforts aimed at reducing pedestrian injuries and fatalities.

COMMUNITY FIRST AID, CPR TRAINING & EDUCATION

FIRST AID KITS FOR YOUTH LEAGUE SPORTS & COMMUNITY ORGANIZATIONS

Provide access to local youth sport programs, schools, non-profit organizations, and other community groups with first aid kits to provide immediate minor medical care.

BASIC LIFE SUPPORT/CPR CERTIFICATION/ STOP THE BLEED/ BABYSITTER RECERTIFICATION CLASSES

REMSA Health will use penalty funds to cover the cost of essential life-saving training courses.

Courses will be made available to:

- Northern Nevada Public Health (NNPH) medical staff
- Medical Reserve Corps volunteers
- CARES, Our Place, and Karama Box volunteers and employees
- Non-profit Organizations
- Youth sports and community groups

Courses offered will include:

- Basic Life Support (BLS) / CPR
- Healthcare Provider BLS
- First Aid
- First-on-the-scene
- Naloxone administration
- Stop the Bleed
- Babysitter certification and recertification

Penalty funds will be used to cover registration fees and all necessary training materials (e.g. books, online material etc.), ensuring accessibility for all participants.

EMS SCHOLARSHIP PROGRAM – HIGH SCHOOL, TRADE, AND HIGHER EDUCATION SUPPORT

REMSA Health is committed to supporting the next generation of emergency medical professionals by offering scholarships to students pursuing careers in Emergency Medical Services (EMS). These scholarships will cover tuition, textbooks, and other essential materials for students enrolled in accredited educational institutions within Washoe County, including:

- High schools
- Technical and trade programs



- Colleges and universities

Eligible students must be enrolled in or planning to attend REMSA Health's Emergency Medical Technician (EMT), Advanced EMT, or Paramedic courses. The program is designed to prepare students for the National Registry certification exam and inspire long-term careers in EMS.

HEARTSAFE COMMUNITY

COMMUNITY AED DEPLOYMENT PROGRAM

To continue support Washoe County as a HeartSafe community, REMSA Health will use penalty funds to purchase and deploy Automated External Defibrillators (AEDs) in high-traffic and high-need locations. Placement of these life-saving devices will be guided based on community needs, data-driven insights, and available resources to ensure maximum impact and accessibilities.

Funds may also support public awareness campaigns and educational outreach efforts.

PulsePoint APPLICATION – ENHANCING BYSTANDER CPR AND AED AWARENESS

REMSA Health will allocate penalty funds to support the annual subscription and promotion of the PulsePoint mobile application. This life-saving app empowers community members to opt in as citizen CPR responders, receiving real-time alerts when a nearby cardiac arrest occurs in a public location. It also maps the locations of registered Automated External Defibrillators (AEDs), helping bystanders quickly locate and use them during emergencies.

PulsePoint provides step-by-step CPR and AED instructions, making it easier for everyday citizens to take immediate action. The platform also allows AED owners to register their devices at no cost, expanding the regional AED network and increasing public access.

With over 3,000 local users, REMSA Health aims to grow community engagement by using penalty funds not only for the applications subscription but also for targeted outreach through social media and public awareness campaigns.

Funds may also support public awareness campaigns and educational outreach efforts.



STOP THE BLEED KITS – COMMUNITY DISTRIBUTION

REMSA Health will provide Stop the Bleed kits to schools, churches, public venues, and other non-profit and community-based organizations throughout Washoe County. These kits are designed to equip bystanders with the tools needed to respond quickly and effectively to bleeding emergencies before professional help arrives.

Funds may also support public awareness campaigns and educational outreach efforts

REGIONAL FIRST RESPONDER / EMERGENCY MEDICAL SERVICES SYSTEMS INITIATIVES

CARDIAC REGISTRY TO ENHANCE SURVIVABILITY (CARES)

The Cardiac Arrest Registry to Enhance Survival (CARES) is a national database that collects and analyzes EMS data on out-of-hospital cardiac arrests. By participating in CARES, Washoe County can generate standardized performance reports and benchmark its outcomes against similar EMS systems across the country.

This data-driven approach helps identify trends, measure survival rates, and guide improvements in cardiac arrest response and care. REMSA Health seeks to use penalty funds to cover the annual subscription cost for CARES, supporting continuous quality improvement and enhanced survivability in our community.

911 AWARENESS & EMS EDUCATION CAMPAIGN

This initiative builds on the 2019 public service campaign *Choose the Right Care* aimed at educating the community on the appropriate use of 911 and EMS resources. Education will focus on raising awareness about when and how to call 911, promoting responsible use of emergency services, and improving public understanding of EMS capabilities.

Outreach efforts may include, but are not limited to:

- Paid advertising
- Media relations
- Social media and digital content
- Community giveaway items
- Direct communication with residents through events and educational materials

The goal is to reduce unnecessary 911 calls, enhance public safety, and ensure EMS resources are available for true emergencies.



CHILDREN'S SAFETY CAMPAIGNS

REMSA Health conducts annual safety initiatives focused on preventing common and potentially fatal childhood injuries. These efforts are part of a broader Children's Safety Campaign that include but not limited to:

- **Hot Car Safety ("Not for a Minute")** – Raising awareness about the dangers of leaving children unattended in vehicles, even for a short time.
- **Water Safety ("Water Watcher for the Win")** – Promoting active supervision and drowning prevention strategies around pools, lakes, and other bodies of water.
- **Bicycle Safety** – Encouraging helmet use and safe riding habits to prevent head injuries.

Penalty funds will be used to develop educational materials, support media outreach, and provide community giveaway items such as life vests, sunscreen, window decals, bicycle helmets, whistles, and other health and safety related products for these and other child related health and safety initiatives. These resources aim to increase public awareness and reduce preventable injuries among children in Washoe County.

TACTICAL EMS EQUIPMENT & PHYSICIAN OVERSIGHT

To continue supporting local and federal law enforcement agencies, REMSA Health's Tactical EMS (TEMS) division requires ongoing investment in specialized equipment and clinical oversight. Penalty funds will be used to purchase and replace essential tactical gear—including helmets, radios, ballistic vests, and other mission-critical items—to ensure the safety and readiness of TEMS personnel.

Additionally, funding will support the contracted services of a specialized physician responsible for providing medical direction. This physician oversees clinical protocols, training, and operational standards for the regional tactical EMS team, ensuring high-quality care in high-risk environments.

SEARCH AND RESCUE EMS EQUIPMENT SUPPORT

To continue supporting local law enforcement, fire departments, HASTY teams, and Washoe County Search and Rescue operations, REMSA Health's Search and Rescue EMS division requires ongoing investment in specialized equipment. Penalty funds will be used to purchase essential rescue gear and replace aging or outdated items such as helmets, radios, ropes, backpacks, and other essential tools. These resources are critical to ensuring the safety, efficiency, and readiness of EMS personnel operating in challenging and remote environments.



PUBLIC AWARENESS THROUGH AMBULANCE WRAP CAMPAIGN

REMSA Health's ambulances travel hundreds of thousands of miles each year, serving as highly visible platforms in the community 24/7. This constant presence offers a unique opportunity to promote public health education through impactful vehicle messaging.

Penalty funds will be used to design and implement safe, effective, and visually engaging ambulance wraps that raise awareness about life-saving initiatives such as **Stop the Bleed**, **Hands-Only CPR**, and the **PulsePoint app**. These mobile campaigns aim to educate the public, encourage community engagement, and reinforce critical emergency response knowledge across Washoe County.

SUPPORT FOR WASHOE COUNTY NON-PROFIT HEALTHCARE AND FIRST RESPONDER ORGANIZATIONS

To strengthen the network of support for REMSA Health, local first responders, and the broader community, REMSA Health will use penalty funds to help fund eligible non-profit organizations based in Washoe County. These contributions will support agencies that:

- Provide direct services to REMSA Health and local first response teams
- Offer mental health, peer support, or trauma intervention services
- Expand access to healthcare for underserved populations

Examples of qualifying organizations include the **Northern Nevada Peer Support Network** and the **Northern Nevada Trauma Intervention Program (TIP)**. All recipients must be registered non-profits operating within Washoe County and demonstrate a clear connection to healthcare or first responder support.

REGIONAL FIRST RESPONDER TRAINING EQUIPMENT

In collaboration with regional co-response partners through the Joint Advisory Committee (JAC), REMSA Health will invest in both low- and high-fidelity training equipment to enhance emergency medical training across agencies. This shared equipment will support more realistic, hands-on training experiences for all participating local first response teams.

The selection, oversight, and deployment strategy for the equipment will be collaboratively developed and approved by the JAC. Equipment may be utilized during joint regional exercises or individual agency training sessions to ensure consistent, high-quality preparedness across the region.



EMS EXPLORER PROGRAM – YOUTH ENGAGEMENT & EDUCATION

To inspire the next generation of emergency medical professionals, REMSA Health will use penalty funds to support the development of an EMS Explorer Program in Washoe County. This initiative will provide youth and young adults with hands-on exposure to the field of emergency medical services through structured training, mentorship, and community engagement.

Funds will be used to support program registration fees, materials, uniforms, outreach efforts, and experiential learning opportunities.

The EMS Explorer Program will serve as a vital pipeline for future EMS professionals while strengthening community ties and promoting public safety education.

Funds may also support public awareness campaigns and educational outreach efforts

EXPANDING ACCESS TO VACCINATIONS THROUGH COMMUNITY CLINICS

To improve public health outcomes and reduce barriers to care, REMSA Health will use penalty funds to support the development and deployment of community-based vaccination clinics, including mobile units intended to serve vulnerable and underserved populations across Washoe County.

These clinics will focus on increasing access to essential vaccines—such as influenza, COVID-19, and other CDC-recommended immunizations—by bringing services directly to neighborhoods, shelters, senior centers, and other high-need areas. Mobile units will be equipped to provide safe, efficient, and culturally competent care, helping to close gaps in immunization coverage.

This initiative aligns with REMSA Health's mission to protect community health and reduce preventable illness through proactive, accessible care. By meeting people where they are, these clinics will help ensure that no one is left behind in our public health efforts.

COUNTY-WIDE EMS PROTOCOL MOBILE APPLICATION

To improve access to standardized emergency medical protocols across all agencies, REMSA Health proposes using penalty funds to cover the annual subscriptions of an application, available to all first response agencies within the Franchise area to serve as a centralized, real-time resource for EMS personnel, ensuring consistent application and immediate access to clinical guidelines in the field. The selection and coordination of the application will be based on consensus from the Joint Advisory Committee (JAC) to ensure it meets the local needs and practices of each of the respective first response agencies.



Opportunities for recognition of the purchase of any of the above items/programs using penalty funds will be credited to Northern Nevada Public Health and REMSA Health.

Estimated fund for 2025-2026 is anticipated at \$200,000

All the expenditures for the approved programs will be reported to Northern Nevada Public Health as part of REMSA Health's monthly Operations Report.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam B. Heinz".

Adam B. Heinz, MBA, NRP
Chief Operating Officer
Regional Emergency Medical Services Authority

Attachment H: Complaint Guidelines

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.