

AGREEMENT FOR EMERGENCY MEDICAL AND EMERGENCY FIRE DISPATCH SERVICES

This AGREEMENT FOR EMERGENCY MEDICAL AND EMERGENCY FIRE DISPATCH SERVICES (this “Agreement”) is entered into by and between the Regional Emergency Medical Services Authority, a Nevada nonprofit corporation (“REMSA”) and the Truckee Meadows Fire Protection District, a fire protection district created pursuant to NRS Chapter 474 (“TMFPD”). REMSA and TMFPD are hereinafter collectively referred to as the “Parties” and individually as a “Party”. The latest date executed by both Parties below shall constitute the effective date (“Effective Date”) of the Agreement.

RECITALS

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

WHEREAS, REMSA currently operates an emergency 911 dispatch center and provides emergency medical call-taking and dispatch services related to emergency medical and ambulance response (“Emergency Medical Dispatch” or “EMD”) for the REMSA Franchise area through medically trained emergency medical dispatchers.

WHEREAS, pursuant to the Franchise Agreement, REMSA may, in its discretion, enter agreements with other entities to provide services from time to time.

WHEREAS, TMFPD operates a fire district within its jurisdiction that provides emergency response to all hazards incidents including fire, hazardous materials incidents, vehicle accidents, emergency medical service incidents, rescue services and others that are available for mitigation by TMFPD.

WHEREAS, Washoe Dispatch currently operates as the public safety answering point (“PSAP”) for all emergency calls within the TMFPD geographic area.

WHEREAS, REMSA and TMFPD desire to enter into this Agreement for REMSA to become the sole provider of emergency fire and rescue dispatch services (“Emergency Fire Dispatch”) and Emergency Medical Dispatch services with respect to incidents within TMFPD’s jurisdictional boundaries including the initial gathering of basic call information on all emergency medical or emergency fire calls received at Washoe Dispatch on the terms and conditions set forth in this Agreement.

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

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

1. DISPATCH SERVICES

REMSA shall provide coordinated Emergency Medical Dispatch services and Emergency Fire Dispatch services, including call-taking (on transfer from Washoe Dispatch), basic call information gathering, dispatch of emergency fire apparatus, ambulance and related emergency vehicles to emergency locations as necessary, determining response priority, and advising medical callers as needed with pre-arrival instructions, post-dispatch instructions and standardized response determinates (collectively, "Dispatch Services") to TMFPD within the geographic boundaries of the District and in accordance with the following requirements:

A. REMSA shall provide the personnel, agreed upon equipment and materials necessary to provide Dispatch Services in a manner consistent with all applicable EMS and fire administration policies and procedures.

B. REMSA shall provide the personnel, including appropriate supervisory personnel, to staff and operate REMSA's emergency dispatch center as a Secondary Public Safety Answering Point (PSAP) on a twenty-four (24) hour/day basis.

C. REMSA shall maintain a Computer Aided Dispatch (CAD) system that includes the necessary hardware and software to provide Dispatch Services.

D. REMSA shall ensure that its Emergency Dispatch operations include the necessary equipment to maintain continuation of services during periods of disruption of normal services/operations.

E. REMSA shall provide Emergency Medical Dispatch (EMD) services consistent with EMD protocols and operational guidelines including call prioritization and pre-arrival instructions, as long as technologically and operationally feasible, consistent with the REMSA medical dispatch prioritization and approval process, in accordance with the REMSA Franchise Agreement and standardized response determinants.

F. REMSA shall provide Emergency Fire Dispatch (EFD) services consistent with EFD protocols and operational guidelines approved by TMFPD administration, as long as technologically and operationally possible.

G. REMSA shall obtain and maintain appropriate certification and training of dispatchers providing EMD and EFD services.

H. REMSA shall provide emergent and non-emergent dispatching of TMFPD apparatus and resources, in accordance with TMFPD and REMSA policies and procedures.

I. REMSA shall post TMFPD's units and resources in accordance with TMFPD's policies and procedures, as long as technologically and operationally feasible.

J. REMSA shall maintain the technical capabilities to operate automatic vehicle location (AVL) for TMFPD Fire and EMS apparatus.

K. REMSA shall facilitate and advise with technological assistance to accommodate current and future desired software and hardware connections to the REMSA CAD, as long as technologically feasible.

L. REMSA shall participate and cooperate with TMFPD in the development and approval of Emergency Fire Dispatch procedures and policies.

M. REMSA shall implement policies and procedures to effectively provide Dispatch Services in furtherance of Mutual Aid and Automatic Aid Agreements to which TMFPD is a party as approved by TMFPD, as long as technologically and operationally feasible.

N. REMSA agrees TMFPD shall maintain ownership of any hardware and software purchased by TMFPD and installed in the REMSA dispatch center pursuant to this Agreement, unless otherwise agreed upon by both Parties.

O. REMSA shall supply TMFPD with all data and information pertinent to the performance of the Emergency Fire Dispatch Services, dispatch of TMFPD apparatus and operation of TMFPD equipment within a timely manner consistent with disclosures required of TMFPD under Nevada's Public Record Act regulations, or such other information otherwise reasonably requested by TMFPD to meet operational and other reporting needs related to the Dispatch Services.

P. REMSA shall allow authorized TMFPD staff (as determined by TMFPD) to have access to the REMSA dispatch center for the purpose of monitoring operations or assisting with TMFPD dispatch operations. Furthermore, TMFPD will be granted access to the dispatch facility to operate its radio systems and any related CAD components upon any failure of REMSA or breach of this Agreement until the earlier of cure by REMSA or termination of the Agreement.

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

R. REMSA will promote active communication between TMFPD and REMSA administrative staff, communication centers, and field personnel to promote efficient and coordinated efforts.

S. REMSA will collaborate with TMFPD to consider establishing a secondary/back-up dispatch facility at TMFPD's Headquarters facility, or other mutually agreed upon location.

T. So long as TMFPD is obligated or has otherwise agreed to do so during the term of this Agreement, REMSA agrees to provide Dispatch Services to Washoe Rural Fire, Pyramid Lake Fire, and the Reno-Sparks Indian Colony Fire Departments, consistent with current arrangements with TMFPD. Future arrangements involving Dispatch Services between TMFPD, and other entities shall be evaluated for impacts and agreed upon by REMSA in advance.

2. TMFPD REQUIREMENTS

TMFPD shall comply with the following operational requirements with respect to receipt of the Dispatch Services under this Agreement:

A. TMFPD shall require Washoe Dispatch and any other PSAP providing call services for TMFPD to immediately transfer upon receipt all emergency calls requiring Emergency Medical Dispatch and Emergency Fire Dispatch within the Dispatch Services Area to REMSA, as requested by REMSA.

B. TMFPD shall ensure that its fire ambulance personnel utilize appropriate and authorized radio procedures, protocols, and language when communicating with REMSA, as approved jointly by REMSA and TMFPD.

C. TMFPD personnel shall promptly inform REMSA of all operational changes, Mutual Aid and Automatic Aid Agreement changes and equipment changes that may affect the ability of REMSA to comply with expected operational dispatch procedures and technological capabilities.

D. TMFPD shall include REMSA in the development and approval of Emergency Fire Dispatch policies, procedures and Mutual Aid and Automatic Agreements to ensure such policies and procedures are operationally and technologically feasible.

E. TMFPD shall furnish, at its own expense, the hardware, software and technical assistance to ensure all desired CAD, Radio, AVL, station alerting, and other additional technology functionality is maintained and operational, unless otherwise agreed upon by both parties.

F. TMFPD recognizes that REMSA is not a public agency and is not subject to Nevada's Public Records Act. TMFPD shall notify REMSA of public records requests submitted to TMFPD within a reasonable timeframe for REMSA to achieve TMFPD's operational or reporting needs and requirements in complying with the public records law.

G. TMFPD shall supply REMSA with current and accurate information on unit and resource status at all times.

H. TMFPD shall facilitate technical assistance and cooperation from Washoe County entities required to achieve desired software and hardware functionality.

I. TMFPD will communicate with REMSA dispatch on the status of response to calls for Dispatch Services through Mobile Data Computer or Radio as a back-up to include En Route; On Scene; Patient Contact; Transport to Destination; Arrival at Destination; Call Clear; Call

Cancellations including reasons; Hospital Delays (status 99); Destination diversions; Report Transport Mileage upon arrival at destination.

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

K. TMFPD will promote active communication between TMFPD and REMSA administrative staff, communication centers, and field personnel to promote efficient and coordinated efforts.

L. TMFPD will collaborate with REMSA to consider establishing a secondary/back-up dispatch facility at TMFPD's Headquarters facility, or other mutually agreed upon location.

3. PAYMENT OF DISPATCH FEES

TMFPD shall pay REMSA for the Dispatch Services on a quarterly basis, in accordance with the fee schedule attached hereto and incorporated herein by reference as Exhibit "A" ("Fee Schedule"). The Fee Schedule may be amended upon mutually agreed upon terms by both Parties. Such quarterly payments are due and payable on the 1st day of month following the invoice. Payments shall be considered late if payment has not been received 30 days after invoicing. REMSA may assess a late payment charge of five percent (5%) of the balance due if full payment is not received 30 days after invoicing and may also assess a one and one-half percent (1.5%) monthly late charge each month on the balance overdue thereafter. In general, fees for the Dispatch Services will be developed and calculated based upon cost to provide requested services and needs to achieve desired dispatch proficiency and execution of requested services. REMSA may increase fees for personnel costs annually by 2% to accommodate cost of living increases. A 10% administration fee shall apply to the total of personnel costs to accommodate appropriate management and administrative costs.

4. TERM OF AGREEMENT AND TERMINATION

A. Term. The term ("Term") of this Agreement shall begin upon execution by both Parties ("Effective Date") and continue for three (3) years. Unless sooner terminated pursuant to this Section 4, the Agreement shall expire at 11:59 p.m. on the date which is three (3) years thereafter (together with any extensions, the "Term") on the terms and conditions in this Agreement. The Term shall automatically renew for an additional period of twelve (12) months on the expiration of the initial or any renewal Term unless otherwise terminated as provided herein or otherwise mutually agreed upon by both parties in writing.

B. Termination Without Cause. Either party may terminate this Agreement without cause upon providing a 180-day written notice of termination to the other party.

C. Terminations For Cause by TMFPD. Notwithstanding any other provision of this Agreement, should REMSA materially default in the performance of its obligations hereunder TMFPD shall provide REMSA written notice of such default with reasonable detail identifying the alleged default. REMSA shall have thirty (30) days to cure or provide a written response and/or correction plan to TMFPD including estimated timeline to cure if longer than 30 days. If REMSA fails to cure or provide a correction plan within thirty (30) days, or if TMFPD rejects REMSA's proposed correction plan, TMFPD may terminate this Agreement sixty (60) days thereafter by providing written notice to REMSA.

D. Termination for cause by REMSA. Notwithstanding any other provision of this Agreement, should TMFPD materially default in the performance of its obligations hereunder REMSA shall provide TMFPD written notice of such default with reasonable detail identifying the alleged default. TMFPD shall have thirty (30) days to cure or provide a written response and/or correction plan to REMSA including estimated timeline to cure if longer than 30 days. If TMFPD fails to cure or provide a correction plan within thirty (30) days, or if TMFPD rejects REMSA's proposed correction plan, REMSA may terminate this Agreement sixty (60) days thereafter by providing written notice to TMFPD.

E. Payment upon Termination. Upon termination of this Agreement, TMFPD shall pay REMSA for all Dispatch Services rendered up to the date of termination, to be determined by REMSA in accordance with the Fee Schedule and any other outstanding costs previously agreed upon.

5. **HOLD HARMLESS**

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

6. **REGULATORY COMPLIANCE**

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

B. HIPAA. Each party may receive from the other party or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA

and the HIPAA Regulations prior to the date on which such compliance is required. Subcontractor shall require employees to abide by the requirements of this section. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

C. Confidentiality. The Parties acknowledge that in the course of performing under this Agreement, each Party may have access to confidential and proprietary information of the other Party, including without limitation any information, technical data, concepts, ideas or know-how concerning a disclosing Party or its business, whether prepared by the disclosing Party, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to the receiving Party or its representatives, now or in the future, by or on behalf of the disclosing Party, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the receiving Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, “Confidential Information”). The receiving party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement.

TMFPD acknowledges that REMSA is NOT subject to the Public Records Act and if public records requests come to REMSA in connection with this Agreement and the Dispatch Services REMSA will forward them to TMFPD.

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

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

7. MISCELLANEOUS

F. Contact Designation. The Parties shall each designate an individual from their organization who will be responsible for periodically reviewing this Agreement and undertaking other planning issues considered essential in maintaining a cooperative and coordinated emergency dispatch effort.

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

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

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

J. Notices. All notices and communications, except those specified in the paragraph below, shall be in writing and sent prepaid mail to the addresses stated below, or at such other addresses as may hereafter be designated in writing:

TO: REMSA: Regional Emergency Medical Services Authority
 Attn: Dean Dow
 400 Edison Way
 Reno NV 89502

TO: TMFPD: Truckee Meadows Fire Protection District
 Attn: Fire Chief
 3663 Barron Way
 Reno NV 89511

Changes may be made in the names and addresses of the person to whom notices are to be sent by giving written notice pursuant to this paragraph.

IN WITNESS WHEREOF the parties hereto enter this Agreement as of the date on which it is fully and finally executed, as set forth below.

Regional Emergency Medical Services Authority	Truckee Meadows Fire Protection District Board of Fire Commissioners
By: _____	By: _____
Name: Dean Dow	Name: Bob Lucey
Title: Chief Executive Officer	Title: Chair
Dated: _____	Dated: _____

Exhibit A
Fee Schedule

Year One*, **

Quarter	Q1	Q2	Q3	Q4
Personnel Base	\$138,125.00	\$138,125.00	\$138,125.00	\$138,125.00
Admin Fee	\$13,812.50	\$13,812.50	\$13,812.50	\$13,812.50

Year Two*

Quarter	Q1	Q2	Q3	Q4
Personnel Base	\$140,887.50	\$140,887.50	\$140,887.50	\$140,887.50
Admin Fee	\$14,088.75	\$14,088.75	\$14,088.75	\$14,088.75

Year Three*

Quarter	Q1	Q2	Q3	Q4
Personnel Base	\$143,705.30	\$143,705.30	\$143,705.30	\$143,705.30
Admin Fee	\$14,370.53	\$14,370.53	\$14,370.53	\$14,370.53

*Hardware and infrastructure costs are additional costs paid either directly by TMFPD or as a pass-through cost from REMSA. Dispatch services costs in this fee schedule are not inclusive of those additional costs.

** Above-referenced fees shall not begin to accrue until REMSA begins dispatching services (call taking) for TMFPD. Fees shall begin to accrue after the “Effective Date” of the agreement and prorated to reflect actual date services begin.