NORTHERN NEVADA
Public Health

- NotesTopics for Franchise Agreement Confer Meetings – May 4, 2026, May 14, 2026, June 16, 2026

Board Member/Agency	Area to Address/Concern	Discussed During Confer Meering (Yes/No)	Summary of Discussion/Notes
Steve Driscoll	Lack of clarity in Sections 2.5 and 2.6 • Noted that the language presented by the Health Officer was clearer than the language in the agreement. • Requested revisions to align the agreement with the intent discussed.	Yes	Discussion centered on the prior use of the term "perpetual," which has since been removed from the agreement. Some board members continue to perceive the agreement as perpetual despite the inclusion of termination provisions. NNPH legal counsel indicated that concerns raised by Driscoll and Andriola did not appear to oppose the five-year cycle concept itself, but rather reflected uncertainty regarding the contract term structure. Clarification of the cycle language was viewed as potentially resolving the concern. Suggested Sparks language was determined to be insufficient for contractual purposes. Alternative language discussed included: "A five-year cycle with termination clauses as outlined in Article X." There was also discussion about potentially revisiting and refining the language during the fourth year of the agreement cycle. NNPH legal was asked to assist with potential revisions. The group ultimately agreed that additional education for the DBOH regarding the agreement

			structure may sufficiently address the concern without requiring immediate language changes.
	Unclear compliance enforcement (Article 13) • Concern that the agreement does not clearly define how patterns of non-compliance are addressed. • Recommended strengthening language to improve accountability.	Yes	Discussion focused on improving the relationship between Articles 13 and 17 regarding enforcement and termination provisions. NNPH identified ambiguity surrounding the term "repeated" non-compliance and suggested clearer parameters could help define enforcement thresholds. Sparks legal previously proposed incorporating specific numerical thresholds for repeat offenses. REMSA Health's legal emphasized that: • The 90-day termination provision is intended to represent a high threshold • Other termination provisions require a five-year notice period • REMSA must first be given an opportunity to come into compliance before termination actions occur NNPH and REMSA Health agreed Andrea and Adam should further discuss realistic thresholds and use Sparks legal's suggestions as guidance when considering revisions. Andrea requested additional direction from the DHO and NNPH legal regarding how to improve clarity in this section.
	Governance issue regarding the Health Officer's role • Raised concern that the Health Officer, serving as an ex officio REMSA board member, had historically been excluded from discussions.	Yes	Concerns were raised regarding the DHO's Ex-Officio role and participation in meetings or conversations related to the franchise agreement. REMSA Health stated that practices surrounding these discussions have already been updated and that the concerns referenced by Driscoll related to outdated

	• Emphasized that ex officio members should fully participate in deliberations, even without voting authority.		processes. REMSA Health reported they are now ensuring relevant franchise discussions are communicated appropriately with the DHO. The group agreed this issue did not require contract revisions.
	Concern about "perpetual" language • Confirmed inclusion of a motion to remove "on a perpetual basis" language from Section 2.5 (Term).	Yes	Discussion centered on the prior use of the term "perpetual," which has since been removed from the agreement. Some board members continue to perceive the agreement as perpetual despite the inclusion of termination provisions. NNPH legal counsel indicated that concerns raised by Driscoll and Andriola did not appear to oppose the five-year cycle concept itself, but rather reflected uncertainty regarding the contract term structure. Clarification of the cycle language was viewed as potentially resolving the concern. Suggested Sparks language was determined to be insufficient for contractual purposes. Alternative language discussed included: "A five-year cycle with termination clauses as outlined in Article X." There was also discussion about potentially revisiting and refining the language during the fourth year of the agreement cycle. NNPH legal was asked to assist with potential revisions. The group ultimately agreed that additional education for the DBOH regarding the agreement

			structure may sufficiently address the concern without requiring immediate language changes.
Clara Andriola (Vice Chair)	Need for clearer language in Sections 2.5 and 2.6 • Echoed the need for agreement language to reflect the intent described in the presentation.	Yes	Discussion centered on the prior use of the term "perpetual," which has since been removed from the agreement. Some board members continue to perceive the agreement as perpetual despite the inclusion of termination provisions. NNPH legal counsel indicated that concerns raised by Driscoll and Andriola did not appear to oppose the five-year cycle concept itself, but rather reflected uncertainty regarding the contract term structure. Clarification of the cycle language was viewed as potentially resolving the concern. Suggested Sparks language was determined to be insufficient for contractual purposes. Alternative language discussed included: "A five-year cycle with termination clauses as outlined in Article X." There was also discussion about potentially revisiting and refining the language during the fourth year of the agreement cycle. NNPH legal was asked to assist with potential revisions. The group ultimately agreed that additional education for the DBOH regarding the agreement structure may sufficiently address the concern without requiring immediate language changes.
	Echoed the need for agreement language to reflect the intent described in the presentation.	Yes	Discussion focused on the proposed language change from "closest response entity" to "closest appropriate response entity."

	• Noted that the Strategic Plan calls for dispatching the closest EMS responder, which was not clearly reflected in the agreement.		REMSA Health clarified that it does not control dispatching practices for outside agencies and that mutual aid or automatic aid agreements may differ from franchise requirements. REMSA noted that when mutual aid is requested, they already seek the closest available mutual aid resource.
			
			Several challenges were identified:
			• Existing mutual aid agreements may not support the proposed operational changes
			• Technological limitations exist due to agencies operating on different AVL and CAD systems
			• Jurisdictional and franchise limitations complicate implementation
			• REMSA cannot compel other agencies to respond or provide blanket approval for cross-jurisdictional responses
			  • Current service agreement subcontracts with fire agencies specify a defined authorized response area. Consider contract renegotiation and expansion of response areas as objective system needs are identified during routine contract review cycles.
			  • Revisiting the issue once a regional CAD system is implemented
			
			REMSA Health's legal expressed concern that language changes cannot be fully operationalized until agencies share a regional CAD system capable of validating apparatus locations.

			Currently, REMSA assigns the closest appropriate REMSA resource based on available system capabilities. The group agreed that this item is primarily an education issue for the DBOH at this time and that quarterly EMSAB reports could be expanded to include additional mutual aid response data.
	Clarification of the amendment and review process ○ Requested clarification on: ○ When and how the agreement may be amended ○ Who is responsible for reviewing recommendations ○ Whether the Board or NNPH would manage the process	Yes	Discussion included development of an attachment outlining the amendment review process and clarifying EMSAB's role as the formal oversight body. The proposed structure would: • Utilize EMSAB as the advisory body to the DBOH • Allow EMSAB to form workgroups as needed • Ensure workgroup concerns remain publicly visible and reviewable through EMSAB Creation of Attachment I: Franchise Agreement Review Guidelines
	Future accountability mechanisms • Raised concerns about how and when issues can be revisited and how performance will be measured over time. • Emphasized the need for oversight mechanisms beyond current Board membership	Yes	Concerns regarding long-term performance accountability and measurement were discussed. One proposal involved NNPH EMS Oversight providing monthly REMSA performance reports directly, rather than REMSA presenting the reports independently. REMSA expressed neutrality on the proposal but noted value in continuing in-person monthly presentations. The group agreed this topic is primarily educational in nature and further clarification will be provided to the DBOH.

	Priority 2 call performance • Questioned the removal of Priority 2 calls from Article 7 and whether they should be included or monitored.	Yes	The group clarified that Priority 2 performance metrics and standards have never been included in Article 7. REMSA Health already reports these metrics during monthly DBOH meetings. This was identified as an educational clarification item. Priority 2 (P2) response time metrics and standards have never been included in the franchise requirements. We will continue to report on P2 response time performance for transparency and monitoring purposes. Over the next cycle, NNPH will begin evaluating options for revising response type stratification, with the goal of transitioning from the current Priority 1, Priority 2, etc., structure to the IAED aligned Alpha, Bravo, Charlie, Delta categories.
	Impact of the regional CAD / Hexagon system • Raised concerns regarding how the franchise agreement will function once the regional CAD system is implemented.	Yes	The group discussed revisiting CAD-related language once a regional CAD system is operational. It was noted that: • Earlier assumptions regarding Hexagon resolving these issues may not materialize • REMSA currently operates on TriTech • Several other entities continue operating on Tiburon, which is considered end-of-life software • The Board will be informed that language revisions related to CAD functionality will likely need to occur after regional CAD implementation and broader regional policy alignment.
Paul Anderson	Paul Anderson • Expressed concern that the agreement expands REMSA's exclusive	Yes	No expansion in service per the Franchise Agreement. REMSA Health does not have authority over fire operations. The Franchise Agreement outlines

	authority, limiting fire agency flexibility.		exclusive ground transportation rights within the Franchise Area.
	Effectively perpetual franchise • Noted that the agreement creates limited practical exit options, making termination difficult.	Yes	Discussion centered on the prior use of the term "perpetual," which has since been removed from the agreement. Some board members continue to perceive the agreement as perpetual despite the inclusion of termination provisions. NNPH legal counsel indicated that concerns raised by Driscoll and Andriola did not appear to oppose the five-year cycle concept itself, but rather reflected uncertainty regarding the contract term structure. Clarification of the cycle language was viewed as potentially resolving the concern. Suggested Sparks language was determined insufficient for contractual purposes. Alternative language discussed included: "A five-year cycle with termination clauses as outlined in Article X." There was also discussion about potentially revisiting and refining the language during the fourth year of the agreement cycle. NNPH legal was asked to assist with potential revisions. The group ultimately agreed that additional education for the DBOH regarding the agreement structure may sufficiently address the concern without requiring immediate language changes.
	Lower compliance standards	Yes	Additional metrics were added and billing was revised to increase transparency.

	• Raised concerns about reduced compliance expectations and increased billing discretion.		
	Agreement characterized as a "patchwork" • Stated that multiple amendments have resulted in a document that no longer reflects a clear, modern public safety framework.	Yes	Addressed through the creation of Attachment I: Franchise Agreement Review Guidelines
	Preference for competitive procurement • Suggested that periodic rebidding through a Request for Proposals (RFP) process could enhance accountability and clarity.	Yes	The process assists through Article 4.
Mike Brown	Insufficient review time • Noted that the document was provided only seven days prior to the meeting, limiting adequate review.	Yes	Creation of Attachment I: Franchise Agreement Review Guidelines
	Need for transparency and explicit metrics • Recommended inclusion of clear expectations related to transparency and measurable performance metrics.	Yes	Additional metrics were added to the Franchise approved by DBOH in January 2026.
	Priority 2 call data • Raised concerns about the absence of metrics or reporting requirements for Priority 2 responses.	Yes	The group clarified that Priority 2 performance metrics and standards have never been included in Article 7. REMSA Health already reports these metrics during monthly DBOH meetings. This was identified as an educational clarification item
	Emergency Medical Dispatch (EMD) implementation • Suggested inclusion of a defined timeline for EMD implementation,	Yes	Creation of Attachment I: Franchise Agreement Review Guidelines and address the ability to accelerate review

	particularly if the Hexagon CAD rollout is delayed.		
	Incomplete stakeholder involvement • Expressed concern that some partners may not have been engaged late in the process.	Yes	See attachment A for the complete list of meetings and agency participation
	Operational scope clarification • Noted that the agreement references ALS responses but does not clearly address BLS or ILS responses.	Yes	Emergency Medical Dispatchers (EMDs) within REMSA Health operate under a nationally recognized, structured dispatch protocol that guides call triage and determines the appropriate level of care for every 911 medical request in Washoe County. This structured system ensures that patient needs are assessed consistently and accurately, using evidence-based questioning to identify whether the most appropriate response is Basic Life Support (BLS), Advanced Life Support (ALS), or a specialty or higher acuity resource. These dispatch protocols, including how levels of care are assigned, fall under the Franchise Agreement. REMSA Health and NNPH EMS Oversight conduct an annual review of all REMSA EMD protocols through JAC and the associated clinical determinants. This review is performed in collaboration with the EMS Medical Directors, who evaluate system performance, alignment with state and regional EMS standards, and consistency with current best practices and medical evidence. Any changes or updates to the dispatch protocols or level of care assignments must be approved by the EMS Medical Directors to ensure clinical accuracy, patient safety, and system integrity. This process

			ensures that the EMS system continues to provide high-quality, medically appropriate responses that meet the needs of the community. All Priority 1, life-threatening calls are responded to by ALS units and have identified metrics in the Franchise. Individually, an ILS or BLS does not stop the clock on Priority 1 calls, but may respond, at times, along with an ALS resource.
	Premature approval • Indicated that additional review may be warranted prior to approval.	Yes	Addressed through the creation of Attachment I: Franchise Agreement Review Guidelines
Devon Reese (Chair)	Requested clarification on response zones and associated performance data, particularly in southern Washoe County.	Yes	Addressed through 7.2.2 Zone Map and Attachment D. Approximately 96% of P1 life-threatening calls fall within Zone A of 8 minutes and 59 seconds.
	Asked about the legal significance and binding nature of "whereas" clauses within the agreement.	Yes	No further action.
	Emphasized the importance of ensuring future collaboration, accountability, and operational adaptability.	Yes	Agreed. Addressed through the creation of Attachment I: Franchise Agreement Review Guidelines
Dr. Eloy Ituarte	Did not raise specific contractual concerns.		
Dr. Reka Danko	Did not identify specific concerns with the agreement.		
Workshops Concerns (reference attachment for details)	1. Reintegration of the EMS Joint Advisory Committee is not included	Yes	Discussion occurred regarding the Joint Advisory Committee (JAC), which currently functions as a workgroup under the DHO following EMSAB recommendations. Key points included:

			• JAC serves as an advisory and informational workgroup only • JAC has no formal authority • Recommendations and updates are provided to EMSAB • Questions remain regarding the operational value of formally incorporating JAC into the franchise agreement Additional discussion included: • Clarifying REMSA Health's participation and role within JAC • Ensuring fire representation occurs through JAC and EMSAB • EMSAB plans to add two additional seats: one fire representative and one REMSA Health representative Concerns were raised that formally including JAC in the franchise agreement could unintentionally formalize a group that does not currently exist in a fully formalized structure.
	8. Clear guidelines of the franchise agreement review process	Yes	Discussion included developing an attachment document to accompany the franchise agreement and provide clearer operational guidance. Addition of Attachment I: Franchise Agreement Review Guidelines
	2. REMSA Health Board composition is missing representation from Fire Agencies	Yes	Discussion noted that proposed EMSAB composition changes may address concerns regarding REMSA Health representation and stakeholder involvement.

	3. No compliance incentives and penalty amounts are not in line with industry standards	Yes	The group discussed the lack of an established industry standard regarding incentives or penalties for non-compliance. It was noted: • Penalty caps were removed this year • Additional evaluation over future years will help determine effectiveness • REMSA expressed opposition to incentive-based structures, stating they already strive to meet expectations
	4. Unit-hour requirements are not included	Yes	Discussion clarified misconceptions regarding REMSA's operations outside the region. REMSA Health stated: • Ground ambulances are not deployed to serve other jurisdictions • Nationwide inter-facility transports are conducted separately The group discussed whether unit-hour measurements remain necessary when response-time metrics are already monitored. REMSA indicated further study is needed to determine best practices and industry standards. Unable to identify an industry standard compelling a specific number of unit hours per capita.
	5. Requirement to dispatch closest appropriate vehicle regardless agency	Yes	Discussion focused on the proposed language change from "closest response entity" to "closest appropriate response entity." REMSA Health clarified that it does not control dispatching practices for outside agencies and that mutual aid or automatic aid agreements may differ

			from franchise requirements. REMSA noted that when mutual aid is requested, they already seek the closest available mutual aid resource. Several challenges were identified: • Existing mutual aid agreements may not support the proposed operational changes • Technological limitations exist due to agencies operating on different AVL and CAD systems • Jurisdictional and franchise limitations complicate implementation • REMSA cannot compel other agencies to respond or provide blanket approval for cross-jurisdictional responses • Current service agreement subcontracts with fire agencies specify a defined authorized response area. Consider contract renegotiation and expansion of response areas as objective system needs are identified during routine contract review cycles. • Revisiting the issue once a regional CAD system is implemented REMSA Health's legal expressed concern that language changes cannot be fully operationalized until agencies share a regional CAD system capable of validating apparatus locations. Currently, REMSA assigns the closest appropriate REMSA resource based on available system capabilities.

			The group agreed this item is primarily an education issue for the DBOH at this time and that quarterly EMSAB reports could be expanded to include additional mutual aid response data.
	6. REMSA should provide reimbursement to co-agency first on scene	Yes	REMSA maintains supply exchange agreements with every fire agency, regardless of which agency arrives first on scene or the priority level of the call. The franchisee has no authority over which calls fire agencies choose to respond to.
	7. Consider removing non-mutual aid co-response agency and the requirement to adhere to the requirements of the Franchise	Yes	The intent of the language was clarified as ensuring compliance among all EMS providers regionally. This item was identified primarily as an educational issue.
	9. REMSA exemption criteria and lack of an audit process	Yes	Discussion clarified that REMSA is subject to audit processes and that NNPH already has access to: • On-scene reporting data • Recordings • Logs • AVL information The group discussed opportunities for NNPH to formalize and strengthen auditing processes moving forward. This item was also categorized as primarily educational. The EMS Oversight Program will establish an internal audit process to support the audit of "Corrections Review", as described in Attachment F.
	10. Priority 2 call metrics and penalties	Yes	The group clarified that Priority 2 performance metrics and standards have never been included in Article 7. REMSA Health already reports these metrics during

			monthly DBOH meetings. This was identified as an educational clarification item. Priority 2 (P2) response time metrics have never been included in the franchise requirements. P2 performance will continue to be reported for transparency and monitoring. During the next cycle, NNPH will evaluate options for revising response type stratification, with the intent of shifting from the current Priority 1, Priority 2, etc., structure to IAED-aligned categories such as Alpha, Bravo, Charlie, and Delta.
	11. Inclusion of quality assurance metrics	Yes	This cannot happen until other systems are in place. Systems do not exist at this point. Once these systems are in place, discussions will be held on how to implement.
	12. Inter-facility transfer metrics should be more stringent	Yes	The compliance requirements for inter-facility transfers (IFTs) are intentionally less stringent than those for 911 calls. IFTs are not emergency responses; these patients are already under the care of a medical professional and have an established treatment plan during transport. In contrast, a 911 call from a healthcare facility involves an in-patient experiencing an acute, unplanned emergency, which is fundamentally different from an IFT. NNPH intends to use the next few years to evaluate the newly collected data and identify trends before considering any future adjustments to standards. Quarterly meetings with skilled nursing facilities will support continuous quality improvement. This framework serves as a starting point, recognizing that no standardized process existed previously.

	13. Need to revise the Response Time Definition	Yes	It was not thought there needed to be language change. REMSA Health has no control of PSAP answer or transfer time. Consolidated CAD could help with this in the future.
	14. Member agencies should have access to REMSA's data	Yes	This is a function of the EMS Oversight Program.
	15. Location & use of the Community Investment Fund	Yes	The fund will be moved to NNPH
	16. Airport transfers language	Yes	
	17. Contract fire agencies being able to add an ambulance in conference with REMSA	Yes	Nothing precludes fire from negotiating contracts with REMSA.
	18. (5.4) Add is confusing - Article 5 (5.2 & 5.4)	Yes	Removal of 5.4
	19. Requirement to use subcontractors (2.1)	Yes	Language at the beginning of the Franchise was changed – dissolution of RASI if REMSA chooses to do so. Did not feel language should be reverted back at this time.
NNPH	Review of Article 17	Yes	The District Health Officer (DHO) requested that Section 17.1(ii) be revised to resolve ambiguity in the termination terms as currently drafted. The DHO stated that the existing ten (10) day timeframe is operationally impracticable and, as written, may be insufficient to ensure continuity and reliability of emergency medical services for residents of Washoe County. The DHO further stated that, except in circumstances already addressed elsewhere in the Agreement, including bankruptcy, economic insolvency, and illegal acts, application of a ten (10) day termination period is inconsistent with the parties' mutual interest in maintaining uninterrupted and reliable EMS services for the community and affected stakeholders.

			The parties discussed and identified circumstances in which potential changes to billing practices and/or reimbursement could materially impair, or otherwise have a crippling financial effect on, REMSA Health. The parties reached conceptual agreement regarding those identified circumstances. The DHO requested that REMSA Health legal counsel review/evaluate the foregoing risk scenario, improve termination times, and provide potential conforming amendments or clarifying language to the Agreement to address such risks. No amendments to Section 17.1(ii) were adopted as a result of the final meet-and-confer. Notwithstanding the DHO's request, and in good faith and consistent with the asserted intent of Article 17(ii), the DHO will defer pursuit of the requested revisions until Year 4 of the applicable five (5) year term. Any further consideration of revisions is expressly subject to the discretion of the District Board of Health, and to review and discussion of these notes during a duly noticed Open Meeting, as applicable.
	Airport Transports - hold harmless indemnification provision	Yes	NNPH legal advised against it.
	Franchise language review and recommendation process	Yes	Attachment I: Franchise Agreement Review Guidelines
	Ex-officio member	Yes	Discussion centered on the prior use of the term "perpetual," which has since been removed from the agreement. Some board members continue to perceive the agreement as perpetual despite the inclusion of termination provisions.

			NNPH legal counsel indicated that concerns raised by Driscoll and Andriola did not appear to oppose the five-year cycle concept itself, but rather reflected uncertainty regarding the contract term structure. Clarification of the cycle language was viewed as potentially resolving the concern. Suggested Sparks language was determined insufficient for contractual purposes. Alternative language discussed included: "A five-year cycle with termination clauses as outlined in Article X." There was also discussion about potentially revisiting and refining the language during the fourth year of the agreement cycle. NNPH legal was asked to assist with potential revisions. The group ultimately agreed that additional education for the DBOH regarding the agreement structure may sufficiently address the concern without requiring immediate language changes.