

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

This AMENDED AND RESTATED FRANCHISE AGREEMENT (Franchise Agreement) dated as of July 1, 2026, modifies and/or restates the provisions of the Amended and Restated Franchise Agreement dated February 23, 2023 and is entered into by and between the Parties of Northern Nevada Public Health, a Special District created pursuant to Nevada Revised Statutes, Chapter 439 (DISTRICT) and the Regional Emergency Medical Services Authority, a Nevada Non-Profit Corporation dba REMSA Health (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 Northern Nevada Public Health (formerly Washoe County Health District) conferring upon the DISTRICT the authority to exercise the power granted to Washoe County and the cities of Reno and Sparks pursuant to Nevada Revised Statutes to displace or limit competition in the grant of any franchise for ambulance 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 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 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, 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, and 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 as contemplated herein; 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; and

WHEREAS, the DISTRICT, 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 following designated meanings:

*Advanced Life Support (ALS)* means the level of care as defined in Nevada Administrative Code (NAC) 450B.013 under “Advanced Emergency Care.”

*Advanced Emergency Medical Technician (AEMT)* shall have the meaning ascribed to it in Nevada Revised Statute (NRS) 450B.025.

*Basic Life Support (BLS)* means the level of care as defined in NAC 450B.061 under “Basic Emergency Care.”

*DISTRICT* means Northern Nevada Public Health, a Special District created pursuant to Nevada Revised Statutes, Chapter 439.

*Effective Date* shall mean July 1, 2026.

*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 this Amended and Restated Franchise Agreement.

*Interlocal Agreement (ILA)* means the agreement pertaining to the creation of the Health District.

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

*Life-threatening call* shall be considered those defined as Priority 1 by the medical dispatch protocol.

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

*Parties* are defined as Northern Nevada Public Health and REMSA Health.

*Performance Standards* shall mean the contents within the Annual and Comprehensive Review Checklists attached and incorporated herein.

*Public Safety Answering Point (PSAP)* shall have the meaning ascribed to it in NRS 707.500.

*Response time* means the time period measured from receipt of information by the REMSA Health 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.

*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 transport 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 the Franchise Service Area subject to the following exceptions:

(a) Ground long-distance transfers or ground inter-facility transfers which originate outside the Franchise Service Area. Other firms may compete with REMSA Health on a retail basis for the sale of inter-facility transfers in which the ground ambulance segment originates outside the Franchise Service Area and terminates within it. Notwithstanding the foregoing, REMSA Health has exclusive market rights to provide ground ambulance transportation associated with air ambulance transports or air transfers that originate outside of the Franchise Service Area and terminate within the Franchise Service Area which require ground ambulance transportation in the Franchise Service Area;

(b) Disaster Mutual Aid. Ambulances providing assistance during disaster incidents within 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 contract with fire agencies to provide “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. A non-conforming transport is any ambulance transport, other than under a Mutual Aid agreement, of a patient in a life-threatening condition provided by an on-scene fire agency with REMSA Health’s prior consent. All non-conforming transports must be consented to by REMSA Health and comply with protocol set forth in Attachment A: Non-Mutual Aid Co-Response Agency Transport Protocol and shall be reviewed by REMSA Health and the respective fire agency leadership and medical director(s) within ten (10) 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<sup>1</sup>.

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

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<sup>1</sup> 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 (1) paramedic and one (1) 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 (1) 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 (2) 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, transfers, and provision of care shall be conducted using the most appropriate clinical resource as approved by the Parties' applicable agency medical directors. DISTRICT and REMSA Health will coordinate discussions with jurisdictional fire agencies to reach consensus on EMS recommendations, including identifying Emergency Medical Dispatch (EMD) determinants eligible for BLS, ILS, and single-resource responses to 911 calls for service.

All interfacility and non-911 transfer requests shall be determined based on the required level of care, or by request of the sending facility, subject to medical director approval.

2.4. Review Process: DISTRICT and REMSA Health will coordinate discussions with jurisdictional fire agencies and recommend the most appropriate clinical resource based on the final International Academies of Emergency Dispatch (IAED) determinate codes and continuous Quality Assurance/Quality Improvement (QA/QI) findings. Recommendations shall be forwarded to the respective agency medical directors for final review and consideration prior to implementation. DISTRICT and REMSA Health will coordinate discussions with the City of Reno, City of Sparks, and Truckee Meadows Fire Protection District agency medical directors bi-annually to develop, monitor, and consider updates to action plans related to clinical and operational metrics.

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 of Article 17 herein.

2.6. Periodic Review:

(a) Annual Review: Within ninety (90) days after the end of each fiscal year, the Parties shall conduct a compliance review to ensure adherence to the Annual Compliance Review Checklist (Attachment B)<sup>2</sup> Performance Standards of this franchise.

(b) Comprehensive Review: Within nine (9) months after the end of each fourth fiscal year, the Parties shall conduct a compliance review to ensure adherence to the Comprehensive Compliance Review Checklist (Attachment C)<sup>3</sup> Performance Standards of this franchise.

(c) Franchise Agreement Terms. Beginning July 1, 2029 and continuing every five (5) years thereafter, the Parties shall meet and discuss potential revisions to the language of the Franchise Agreement; provided, in the event the fire departments of Washoe County, the City of Reno and City of Sparks are consolidated into a regional fire department the foregoing review shall be accelerated to occur six (6) months immediately following implementation of such consolidation.

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 (EMS) 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. Ambulance transports or EMS responses by fire agencies authorized pursuant to contract with REMSA Health that are billed to patients by the individual 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, 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.

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<sup>2</sup> 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 C as mutually approved, without requiring a formal amendment to this Agreement.

<sup>3</sup> 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 D 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 a non-voting 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 a REMSA Health agreement 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 and its authorized subcontractor(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, 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 Board determine that the market areas selected for comparison are receiving equal or better service at a cost substantially lower than that being offered by REMSA Health and its subcontractor(s), 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 REMSA Health 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 and its subcontractor(s) are 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 as outlined above, REMSA Health shall undertake a competitive bid process to select a ground ambulance service contractor 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 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 by REMSA Health, REMSA Health shall not upgrade or downgrade that priority unless the patient information has been 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 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 in accordance with HIPAA regulations.

## ARTICLE 7 COMPLIANCE AND PENALTIES

### 7.1. Performance Measurement Rubric:

7.1.1. Performance Evaluation Overview: REMSA Health's performance shall be evaluated on an annual basis. Performance shall be categorized into two primary areas:

- Response Time Compliance (Maximum Eighty (80) Points)
- Administrative Performance (Maximum Twenty (20) Points)

Failure to achieve minimum performance thresholds shall result in corrective actions as described herein.

### 7.1.2. Response Time Compliance (Maximum Eighty (80) Points):

- Priority 1 Calls – Zone A (Maximum Seventy-Five (75) Points): Performance shall be assessed based on the percentage of Priority 1 (life-threatening) responses meeting the required response time standard in Zone A:

**Table 7.1.2: Priority 1 Calls (Zone A)**

<b>Compliance Rate</b>	<b>Points Awarded</b>
≥ 90%	75 points
89%	60 points
88%	50 points
87%	40 points
86%	30 points
≤ 85%	0 points

- Priority 1 Calls – Zones B, C, and D (Maximum of Five (5) Points): A maximum of 15 points may be deducted from the Response Time score for performance in Zones B, C, or D as follows:

**Table 7.1.2: Priority 1 Calls (Zones B, C, and D)**

<b>Compliance Rate</b>	<b>Deduction</b>
≥ 90%	5 points received
89%	5-point deduction
88%	10-point deduction
≤ 87%	15-point deduction

Deductions shall not reduce the Response Time Compliance section below zero (0).

7.1.3. Administrative Performance (Maximum Twenty (20) Points): Administrative performance consists of compliance with non-response-time obligations, including but not limited to:

- Billing accuracy and timeliness
- Data reporting and documentation
- Quality improvement participation
- Compliance with franchise terms
- Cooperation with oversight and audits

Points shall be awarded from **zero (0) to twenty (20)** based on the percentage of achievement of required administrative standards.

7.1.4. Performance Tiers and Enforcement: Annual total performance scores shall determine franchise standing under the following tier structure:

**Table 7.1.4: Performance Tiers and Enforcement**

<b>Total Score</b>	<b>Tier</b>	<b>Definition</b>	<b>Action Required</b>
95–100	<b>Excellent</b>	Fully compliant; system performing at strong level	No action
90–94	<b>Compliant</b>	Meets expectations	Routine oversight
85–89	<b>At Risk</b>	Performance nearing non-compliance	Enhanced monitoring and corrective strategy review
< 85	<b>Non-Compliant</b>	System not meeting minimum standards	See Article 13

If the annual performance score falls below eighty-five (85), or if performance trends indicate an increasing risk of noncompliance, the corrective actions outlined in Article 13 shall be implemented.

7.2. Response Zones: The Franchise Service 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<sup>4</sup>. 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:

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<sup>4</sup> 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 E 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 E as approved by the District Health Officer.

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 with 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 which are canceled before arrival on scene shall not be counted in the compliance calculations.

7.2.1. Response Determinants: The REMSA Health Medical Director and the Fire Departments' Medical Director(s) shall jointly review Emergency Medical Dispatch determinants and subject to the DISTRICT and REMSA Health's agreement set priorities for the system on an annual basis.

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

7.2.3. Response Time Reporting: REMSA Health shall submit response time data to the DISTRICT on a monthly basis to ensure compliance with the response time standards. The DISTRICT shall conduct monthly reviews of REMSA Health response time data to assure compliance and present response time data and related compliance information to the DISTRICT monthly. Response time data shall include response time zones and address or latitude and longitude coordinates where the vehicle has arrived at the incident location.

7.3. Inter-Facility Transfers (IFTs): For the avoidance of doubt, the Franchise Agreement grants REMSA Health exclusive rights to Inter-Facility Transfers within the Franchise Service Area as outlined in Article 2.

7.4. Inter-Facility Response Time Performance: For the purpose of calculating inter-facility response time performance, REMSA Health will be considered in compliance when any of the following conditions are met:

7.4.1. REMSA Health arrives on the scene of a Priority 4 or Priority 99 call before exceeding the established excessive response time;

7.4.2. Upon arrival at the dispatched location for a Priority 4 or Priority 99 call, the patient is not ready for immediate transfer;

7.4.3. Upon arrival, the patient requires a different level of service than originally requested.

Responses cancelled prior to arrival on scene will not be included in compliance calculations.

<b>Table 7.4.3: Local Inter-Facility Transfers within Washoe County</b>			
<b>Category</b>	<b>Definition</b>	<b>Response time Target</b>	<b>Excessive Response Time</b>
Emergent (P99)	Immediate transfer for critical patients needing higher care or air transports	<19:59	>10 minutes beyond target
Scheduled (P4)	Pre-scheduled with $\geq 4$ hours notice	Scheduled Time	>30 minutes beyond target
Unscheduled (P4)	Unscheduled transfer request	< 59:59	>30 minutes beyond target

<b>Table 7.4.3: Inter-Facility Transfers outside of Washoe County within 180-mile Radius</b>			
<b>Category</b>	<b>Definition</b>	<b>Response time Target</b>	<b>Excessive Response Time</b>
Scheduled (P4 LDT Local)	Pre-scheduled with $\geq 4$ hours notice	Scheduled Time	> 60 minutes beyond target
Unscheduled (P4 LDT Local)	Unscheduled transfer request	< 59:59	> 120 minutes beyond target

<b>Table 7.4.3: Inter-Facility Transfers outside of Washoe County greater than 180-mile Radius</b>			
<b>Category</b>	<b>Definition</b>	<b>Response time Target</b>	<b>Excessive Response Time</b>
Scheduled (P4 LDT Extended)	Pre-scheduled with $\geq 4$ hours notice	Scheduled Time	> 120 minutes beyond target
Unscheduled (P4 LDT Extended)	Unscheduled transfer request	< 240 minutes	> 360 minutes beyond target



7.4.4. Monthly Data Reporting and Review: REMSA Health will submit response time data to the DISTRICT monthly. The DISTRICT will conduct monthly reviews of this data, including reporting the collective percentage of cases with excessive response times.

7.4.5. Excessive Response Time Penalty: If, in any given month, the collective excessive response time falls below 80%, REMSA Health shall contribute \$5,000 to the Community Investment Fund.

7.5. Exemptions: Response time exemptions shall be reported monthly in compliance with Exemption and Correction Guidelines (Attachment E)<sup>5</sup> to the DISTRICT.

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.

An exemption to response time penalties may be granted by the DISTRICT when adherence to response time requirements under extreme weather conditions would jeopardize public safety or the safety of the ambulance personnel or patients. Other exemptions and exemption criteria may also be provided to REMSA Health upon approval of the DISTRICT. Existing exemptions granted by the DISTRICT shall remain in effect unless changed or rescinded by the DISTRICT.

7.6. Penalties: For each Priority 1 call resulting in a patient transport that does not meet the required response time - and for which no extenuating circumstances have been approved by the DISTRICT or qualify under established and approved exemption criteria - REMSA Health will be assessed a per-minute penalty (or portion thereof) for the late response. The penalty rate will be applied as outlined in the annual Consumer Price Index (CPI) Guidelines (Attachment F<sup>6</sup>), effective January 1 each year.

7.7. Annual Adjustment Based on CPI: REMSA Health shall increase the established penalty rate each year based on the annual change in the Consumer Price Index for the U.S. West Region, Size Class B/C, All Urban Consumers—Medical Care Item (December 1997 = 100). The percentage increase in penalty rates shall match one hundred percent (100%) of the CPI increase when compared to the same reporting period in the previous year.

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<sup>5</sup> Attachment E: Exemption and Correction 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 F as mutually approved, without requiring a formal amendment to this Agreement.

<sup>6</sup> Attachment F: Consumer Price Index (CPI) 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.

7.9. Community Investment Fund: Funds shall be deposited into a separate restricted account maintained by REMSA Health. Funds shall be used to support activities that provide a demonstrable community benefit - such as educational initiatives, community outreach, or other purposes approved in writing by the DISTRICT. REMSA Health and the DISTRICT will work collaboratively to establish guidelines for the use of these funds, effective July 1, 2026. 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 in Attachment G<sup>7</sup>. 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.

7.10. Health Officer Approval: Penalties and use of the Community Investment Fund are all subject to approval by the DISTRICT (Attachment G).

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<sup>7</sup> Attachment G: Community Investment 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. Ground Ambulance Billing Rates: The DISTRICT shall approve the billing rates for ground ambulance transport commencing within the Franchise Service Area to be charged by REMSA Health or any authorized contractor or non-mutual aid co-response agency contracted by REMSA Health, upon written application by REMSA Health. The ground ambulance billing rates approved by the DISTRICT shall be automatically adjusted on January 1 of each year based on any change in the CPI for the preceding year without further DISTRICT action. The DISTRICT shall inform REMSA Health at least annually in writing of the CPI adjustment amount or other authorized increases in billing rates approved by the DISTRICT. REMSA Health shall notify the DISTRICT in writing of REMSA Health's approval of the updated billing rates at least ten (10) calendar days prior to implementation.

8.2. Increase Beyond CPI: If REMSA Health desires an increase to the billing rates 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 Franchise Agreement.

8.3. Overage in Bill Amount: In the event billing rates exceed the DISTRICT's approved billing rates 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:

8.3.1. The prior year overage amount for the applicable billing code will be deducted from the authorized ground ambulance billing rate for the current franchise year. For example, \$498 actual ground ambulance billing rate - \$491 authorized ground ambulance billing rate = \$7 adjusted dollar amount.

8.3.2. The adjusted dollar amount will be subtracted from the authorized CPI adjusted ground ambulance billing rate for the next franchise year. For example, \$508 authorized CPI adjusted ground ambulance billing rate - \$7 adjusted dollar amount = \$501 adjusted ground ambulance billing rate.

The ensuing franchise year CPI adjustment will be added to the previous year's authorized CPI adjusted ground ambulance billing rate.

8.4. 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 Service area of Washoe County. The DISTRICT shall approve 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.

8.5. 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.

8.6. Accounting Practices: REMSA Health shall maintain its financial records in accordance with Generally Accepted Accounting Principles (GAAP) and shall have an annual independent financial audit conducted in accordance with Generally Accepted Auditing Standards (GAAS), as defined by the American Institute of Certified Public Accountants (AICPA).

8.7. Audit: REMSA Health will provide a copy of the financial audit to the DISTRICT within 180 days of the close of its fiscal year and a copy of the Internal Revenue Service Form 990 to the DISTRICT 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. The independent auditing firm will be selected by REMSA Health, and such 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.

## **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 Health 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 requirement 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 County's multi-casualty incident and healthcare evacuation plans, and field management staff will have additional training to the IS-300 level.

During a declared emergency or emergency training exercise, REMSA Health shall participate in the operations section of the Regional Emergency Operations Center (REOC) and shall be trained in and utilize the National Incident Management System/Incident Command System (NIMS/ICS) protocols through the IS-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) 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 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 by REMSA Health, including 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.

(a) Inter-Facility Transfers Quarterly Stakeholder Meetings: The DISTRICT will convene and facilitate quarterly stakeholder meetings to review performance and share updates as related to inter-facility transfers. Representatives will include a representative from the following:

- NNPH EMS Oversight Program
- Freestanding Emergency Departments
- Northern Nevada Medical Center
- REMSA Health
- Renown Regional Medical Center
- Renown South Meadows Medical Center
- Saint Mary's Regional Medical Center
- Sierra Medical Center
- Other healthcare facilities, as appropriate

Quarterly Performance Review: During each quarterly meeting, stakeholders will review overall performance, identify opportunities for improvement, and highlight successful practices.

10.3. 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 monthly (Attachment I)<sup>8</sup>.

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<sup>8</sup> Attachment I: 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 I 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, identifying the region, contractor(s) if any, and contracted non-mutual aid co-response agency(ies) involved. The Monthly Reports shall include:

- (a) Response Time Reporting and Number of Calls
  - Priority 1 Calls
  - Inter-Facility Transfers and Inter-Facility Critical Care Transfers
  - Non-Mutual Aid Co-Response
- (b) CAD Edits and Call Priority Reclassifications
- (c) Comments and Complaints
- (d) Community Investment Funds
- (e) Investigations and Inquiries
- (f) The Ground Ambulance Billing 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 a quarterly report presented to the Regional Emergency Medical Services Advisory Board (EMSAB), on agency 911 response activities which shall include:

- (a) Total Mutual Aid Requests made by REMSA Health by agency
- (b) 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 shall report on REMSA Health's annual performance to the DISTRICT Board within ninety (90) days of the beginning of each calendar year.

## **ARTICLE 13**

### **FAILURE TO COMPLY**

13.1. Notice of Noncompliance: Unless a substantial and immediate threat to the public health requires the DISTRICT to assume the responsibilities of REMSA Health as outlined in this Franchise Agreement, the DISTRICT shall notify REMSA Health in writing of any determination by the DISTRICT that a material and adverse noncompliance event has occurred by REMSA Health under this Franchise Agreement. For purposes of this Article 13, “material and adverse” noncompliance event means repeated or material failure to meet response time standards, failure to maintain required permits or licenses, material failure to comply with Performance Standards, failure to maintain required vehicles or equipment in service, or any breach of this Franchise Agreement or applicable law that significantly compromises public health, safety or the integrity of the EMS system. The notice of noncompliance shall specifically set forth and address the following components:

(a) Basis of Decision: Clearly identify the reasons supporting the notice of noncompliance, 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 DISTRICT’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 DISTRICT shall coordinate with REMSA Health to collect and present the requested information. The DISTRICT shall reconvene to reach a consensus decision within 60 (sixty) days of the initial deferral.

13.2. Deferral: In the event the DISTRICT defers action on a REMSA Health noncompliance or requires additional time to provide the basis of its decision, REMSA Health shall not incur, and the DISTRICT shall not impose any penalties as described in Article 7.6 during the review and decision period. The DISTRICT review period shall terminate on the 61st (sixty-first) day after the initial deferral.

13.3. Imposition of Penalties: The notice provided pursuant to Section 13.1 shall allow REMSA Health to (1) contest the alleged non-compliance or to (2) correct the failure or (3) at the DISTRICT’s discretion, to provide a written plan to correct the failure. The length of the response period shall be identified in the notice issued under Article 13.1 and shall be dependent upon the extent to which public health and safety is endangered, as determined by the DISTRICT. If REMSA Health fails to correct the failure within the allowed response period, the District Health Officer shall prepare a written report describing the uncured material and adverse noncompliance for the DISTRICTS’s consideration. A copy of the report shall be provided to REMSA Health. The report shall schedule consideration of the matter as an agenda item for a meeting of the

DISTRICT Board, to be held no sooner than thirty (30) days after the report is provided to REMSA Health. REMSA Health may submit a written response or appeal of the notice issued by the District Health Officer to the DISTRICT at least fifteen (15) days prior to the scheduled DISTRICT Board meeting. Any supporting documentation REMSA Health wishes to present must be submitted to the DISTRICT at least seven (7) days prior to the DISTRICT Board meeting. The DISTRICT Board shall review the report of the District Health Officer and any response and/or appeal materials submitted by REMSA Health. If the DISTRICT Board determines the noncompliance event(s) are accurately documented and meet the definition of materially adverse, the DISTRICT Board may impose the penalty of up to Ten Thousand Dollars (US \$10,000) for each such noncompliance event determined to be material and adverse to the EMS system. Any financial penalty assessed must be remitted by REMSA Health to the DISTRICT within thirty (30) days of the Board's final decision. The funds shall be used exclusively for support of the DISTRICT's EMS program activities and shall be accounted for in the DISTRICT's annual budget and audit. The decision of the Board regarding issuance of a penalty shall be final.

## **ARTICLE 14**

### **DISPUTE RESOLUTION**

14.1. Agreement to Mediate Disputes: In the event any dispute arises between the Parties related to or arising from this Agreement, and such dispute cannot be resolved through informal negotiations, the Parties agree to submit the matter to mediation as a condition precedent to the initiation of any legal or equitable action or pursuit of any other available remedies.

Any Party may commence mediation by providing written notice to the other Party identifying the nature of the dispute and the desire to initiate mediation. The mediation session shall occur within thirty (30) calendar days from the date such notice is provided, unless otherwise agreed in writing by the Parties.

The Parties shall jointly select and appoint a mutually acceptable mediator within seven (7) calendar days following the notice of mediation. If the Parties are unable to agree on a mediator within that timeframe, each Party shall independently select one (1) qualified individual, with each Party bearing the cost of the individual they select. The two selected individuals shall then promptly appoint a neutral, qualified mediator, whose fees and expenses shall be shared equally by the Parties. Following appointment, the selected individuals shall have no further involvement in the matter.

The Parties agree to participate in the mediation in good faith and share equally the costs of the mediator and mediation proceedings. Each Party shall be responsible for its own costs and fees associated with the mediation, including attorney's fees.

All communications made during the mediation shall be confidential, privileged, and inadmissible in any subsequent proceeding, to the fullest extent permitted by law.

If the Parties do not resolve the dispute through mediation within forty-five (45) days after the appointment of the mediator, or within such other mutually agreed timeframe, the dispute shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the Parties, and judgment thereon may be entered in any court of competent jurisdiction.

**ARTICLE 15**  
**FINANCIAL ASSURANCE/CONTINUITY OF OPERATIONS**

15.1. Financial Assurance/Continuity of Operations:

15.1.1. Performance Security: REMSA Health shall furnish and maintain, at all times during the term of the Franchise Agreement (and any extension thereof), a performance security in the amount of three million dollars (US \$3,000,000). This security shall be provided in the form of a performance bond, irrevocable letter of credit, certificate of deposit to the county as collateral, restricted bank account, or escrowed funds acceptable to the DISTRICT. The security shall be available for immediate draw by the DISTRICT in the event the DISTRICT assumes the responsibilities of REMSA Health as a result of a material breach, service interruption, or a substantial and immediate threat to public health by REMSA Health. The procedures for DISTRICT drawdown on the performance security (including notice, documentation, and timing) shall be mutually agreed by REMSA Health and the DISTRICT.

15.1.2. Successor/ Assignee Obligations: Any successor or assignee of REMSA Health under this Franchise Agreement shall, as a condition of assumption, comply with the following obligations:

(a) Assume all obligations of REMSA Health relating to leases, performance or security bonds, equipment leases, lockbox arrangements, provider or service agreements, occupancy agreements, and other contracts necessary to operate the EMS system developed under the Franchise Agreement.

(b) Maintain all required insurance, regulatory permits, and operational capability commensurate with the Franchise obligations.

(c) Purchase any offices, communications centers, vehicles, EMS-systems, dispatch systems, equipment or property owned by REMSA Health for fair market value. If REMSA Health and the successor cannot agree on the terms within 30 (thirty) days, REMSA Health may sell or otherwise dispose of such property to any third party in its sole discretion.

15.1.3. Survival and Enforcement: The obligations of Sections 15.1.1 and 15.1.2 of this Article shall survive any termination, or revocation of this Franchise Agreement. In the event the DISTRICT exercises rights under 15.1.1, the security shall not be considered a penalty but a genuine pre-estimate of the costs of ensuring continuity of service.

15.1.4. Continuity of Service Plan: REMSA Health shall maintain and update annually a Continuity of Operations Plan (COOP) which identifies essential functions, alternate operating facilities, emergency communications, orders of succession, protection of vital records, and procedures to transition operations to the DISTRICT or its designee in the event of franchise termination or service interruption.

## **ARTICLE 16**

### **INSURANCE AND INDEMNIFICATION**

16.1. Insurance: REMSA Health shall maintain the following insurance coverage at all times during the term of this agreement:

- (a) Medical Professional liability: not less than \$1,000,000 per claim and \$2,000,000 aggregate, tailored to cover EMS operations.
- (b) Commercial general liability: not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.
- (c) Automobile liability: not less than \$1,000,000 per accident, combined single limit, including coverage for owned, non-owned, and hired vehicles.
- (d) Workers' compensation and employer's liability: as required by law, with employer's liability not less than \$1,000,000 per occurrence.

REMSA Health Shall:

- (a) Submit evidence of all insurance coverage to the DISTRICT at the commencement of this agreement, upon annual renewal, and upon request;
- (b) Name the DISTRICT as an additional insured on all liability policies (excluding workers' compensation and medical professional liability); and
- (c) Provide the DISTRICT with at least thirty (30) days' prior written notice of any cancellation, non-renewal, or material change in coverage.

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 CAUSE**

17.1. REMSA HEALTH Right To Terminate: REMSA Health may terminate this agreement: (i) with five (5) years prior written notice if continuation of the Agreement is no longer feasible due to structural, funding, or operational considerations, or (ii) with ten (10) days prior written notice if the DISTRICT's actions or omissions pose a material risk to REMSA Health's ability to provide EMS services, materially breach the Agreement, or impede operational or financial feasibility.

17.2. DISTRICT Board Right To Terminate For Cause: The DISTRICT Board may terminate this Franchise Agreement, in whole or in part, for Cause with ninety (90) days of written notice. For purposes of this Section 17.2, "Cause" means REMSA Health has committed one or more of the following:

- (a) Repeated and material failure to meet DISTRICT established Performance Standards set forth in this Franchise Agreement, including response times, staffing, vehicle readiness, reporting, or clinical care and requirements;
- (b) Repeated and material noncompliance with federal, state, or local laws, regulations, or EMS licensure requirements;
- (c) Failure to maintain material certifications, permits, or insurance necessary for REMSA Health to satisfy its obligation under this Franchise Agreement;
- (d) Financial insolvency, including bankruptcy filings;
- (e) Repeated failure to implement corrective action plans within the prescribed timeline; or
- (f) Material misrepresentation, fraud, or falsification of data, records, or reports provided to DISTRICT.

17.3. DISTRICT Board Right To Immediate Termination: The DISTRICT Board may terminate this Franchise Agreement immediately upon ten (10) days written notice if REMSA Health engages in willful misconduct or criminal activity related to EMS patient transportations which are incapable of cure and materially and significantly endanger patient health and public safety.

17.4. DISTRICT Board Termination on Replacement Model: Either Party may terminate this Franchise Agreement with five (5) years' prior written notice if continuation of the Franchise Agreement is no longer feasible if the DISTRICT Board has identified the availability of, secured funding for, and approved implementation of a more efficient, cost-effective regional EMS ground ambulance transportation delivery model which has been publicly vetted and approved by the DISTRICT Board and consented to by the City of Reno, City of Sparks and Washoe County.

17.5. Obligations Under Termination: Upon termination of this Franchise Agreement, REMSA Health and the DISTRICT shall:

- (a) Cease performance as of the effective date of the termination;



(b) Employ commercially reasonable efforts to cooperate, at no cost to REMSA Health, in a smooth and orderly transition to a successor provider or continuation plan designated by the DISTRICT;

(c) Provide all records, data, and reports necessary for operational continuity except nothing herein shall require REMSA Health to provide confidential or proprietary information or information subject to the Health Insurance Portability and Accountability Act; and;

(d) Settle all financial obligations incurred between the Parties prior to termination.

17.6. Survival: Provisions intended to survive termination including indemnification, confidentiality, reporting, obligations, and transition duties, shall remain in full force and effect.

## **ARTICLE 18**

### **MISCELLANEOUS**

18.1. REMSA Health Contracts with Other Entities: In the event that REMSA Health enters into service agreements with any other municipality or political subdivision, such service agreements shall be negotiated in such a way that the other entity 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 Service Area. Any contractor or non-mutual aid co-response agency contracted by REMSA Health to provide any services under this Franchise Agreement must hold the same training, licensing, certification, billing, and any other requirements as required of REMSA Health in this Franchise Agreement to maintain the same level of service to Washoe County. Any contractor or non-mutual aid co-response agency contracted by REMSA Health to provide any services under this Franchise Agreement must report their compliance (or requirements) through REMSA Health to the DISTRICT in the same manner and at the same times required by REMSA Health.

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.

ATTEST:

\_\_\_\_\_  
Recording Secretary

Northern Nevada Public Health

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Regional Emergency Medical Services  
Authority

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **ATTACHMENTS**

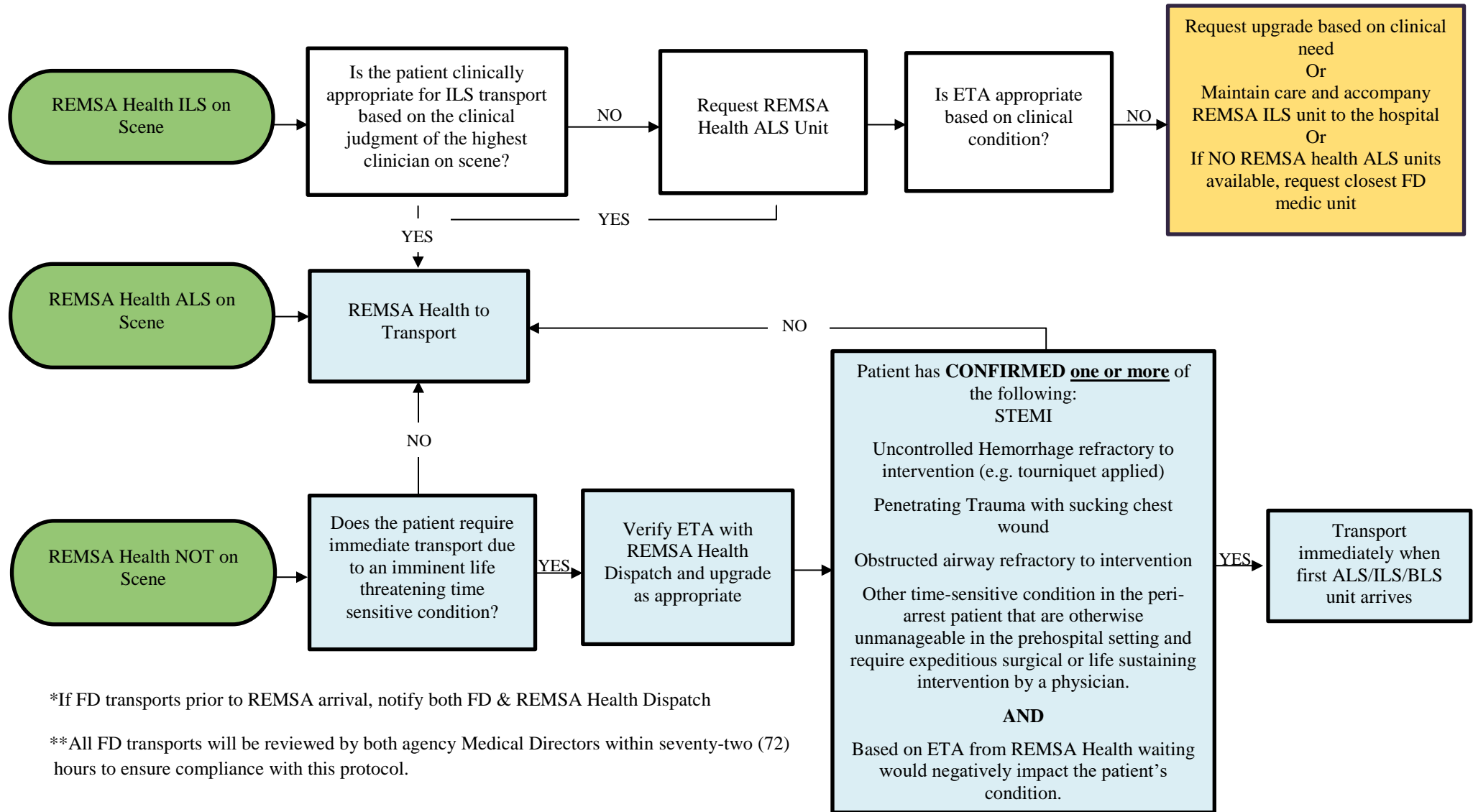
The following documents are incorporated by reference and form an integral part of this Agreement:

- 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 and Correction Guidelines
- Attachment F: Consumer Price Index (CPI) Guidelines
- Attachment G: Community Investment Fund Letter
- Attachment H: Complaint Guidelines

### Record of Attachment Changes

Record of Change	Date	Agency

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



\*If FD transports prior to REMSA arrival, notify both FD & REMSA Health Dispatch

\*\*All FD transports will be reviewed by both agency Medical Directors within seventy-two (72) hours to ensure compliance with this protocol.

## **Text-Only Flowchart: Non-Mutual Aid Co-Response Agency Transport Protocol**

### **START: Determine who is on scene**

You will begin in one of the following three starting points:

1. **REMSA Health ILS on scene**
  2. **REMSA Health ALS on scene**
  3. **REMSA Health not on scene**
- 

### **A. If REMSA Health ILS Is On Scene**

#### **A1. Assess ILS Appropriateness**

**Question:** Is the patient clinically appropriate for ILS transport based on the highest clinician's judgment?

- **If YES → A1-Outcome:**  
→ *REMSA Health transports the patient.*  
**END**
  - **If NO → Go to A2**
- 

#### **A2. Request ALS**

**Action:** Request a REMSA Health ALS unit.

**Question:** Is the ALS ETA clinically appropriate?

- **If YES → A2-Outcome:**  
→ *REMSA Health ALS transports the patient upon arrival.*  
**END**
  - **If NO → Go to A3**
- 

#### **A3. Upgrade Pathway**

If ALS ETA is not appropriate, take one of the following actions based on clinical need:

- Request upgrade based on the patient's condition, **OR**

- Maintain care and accompany the REMSA ILS unit to the hospital, **OR**
- If no REMSA ALS units are available: request the closest FD medic unit.

**END (transport occurs based on the selected upgrade action)**

---

## **B. If REMSA Health ALS Is On Scene**

→ *REMSA Health transports the patient.*

**END**

---

## **C. If REMSA Health Is NOT On Scene**

### **C1. Assess Time-Sensitivity**

**Question:** Does the patient require immediate transport due to an imminent life-threatening, time-sensitive condition?

- **If NO → C1-Outcome:**  
→ *Wait for REMSA Health to arrive and transport.*  
**END**
  - **If YES → Go to C2**
- 

### **C2. Verify and Upgrade**

- Verify ETA with REMSA Health Dispatch.
- Upgrade responding unit(s) as appropriate.

→ Proceed to C3.

---

### **C3. Check for Critical Conditions**

Determine whether the patient has **one or more** of the following confirmed conditions:

1. STEMI
2. Uncontrolled hemorrhage refractory to intervention (e.g., tourniquet ineffective)
3. Penetrating trauma with a sucking chest wound



4. Obstructed airway refractory to intervention
5. Other time-sensitive condition in a peri-arrest patient unmanageable in the prehospital setting and requiring rapid surgical or life-sustaining intervention
6. Condition where waiting for REMSA Health would negatively impact the patient based on ETA

**Decision:**

- **If YES → C3-Outcome:**  
→ *Transport immediately when the first ALS, ILS, or BLS unit arrives.*  
**END**
  - **If NO → C3-Alternate Outcome:**  
→ *Await REMSA Health for transport.*  
**END**
- 

**Notes**

- If FD transports prior to REMSA arrival, both FD and REMSA Dispatch must be notified.
- All FD transports will be reviewed by both agencies' Medical Directors within seventy-two (72) hours for protocol compliance.

**Attachment B: Annual Compliance Review Checklist**

Article	Title	Compliance Indicator	Evidence / Data Source	Responsible Party	Evidence Collection Frequency	Audit Method	Trigger for Action	Benchmark / Standard	Value (Pts)
1	Definitions	Informational Only	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Granting of Exclusive Franchise	Exclusive rights, mutual aid, level of care	Signed agreements, staffing logs, protocols	REMSA Health / DISTRICT	Annual	Document review	Missing MOUs or noncompliant staffing	<input type="checkbox"/> Completed annual Medical Director determinate code approval <input type="checkbox"/> Applicable supply agreement invoices paid	3
3	Governing Body	Board composition, meetings, conflict of interest	Board rosters, minutes, conflict disclosures	REMSA Health	Annual	Governance audit	Missing meetings or conflict violations	<input type="checkbox"/> Conflict disclosure forms signed (annually as needed)	1
5	Communications	Radio interoperability, dispatch role, CAD integration	MOU, dispatch logs, Hexagon Board minutes	REMSA Health	Annual	Spot checks	No participation on or outdated tech	<input type="checkbox"/> 800 MHz interoperability maintained <input type="checkbox"/> Participation in CAD integration project and Hexagon Manager's Board documented	2
6	Data & Records Management	Data sharing, HIPAA compliance	CAD data, ePCR access logs	REMSA Health / DISTRICT	Monthly	OCU Audit	Missing or incomplete data	<input type="checkbox"/> Monthly data submission complete and timely <input type="checkbox"/> Records are made available to DHO as requested	1
7	Compliance & Penalties	Response times, penalties, exemptions	Monthly reports, community investment fund ledger	REMSA Health / DISTRICT	Monthly & Annual	OCU + Financial Audit	Not submitted	<input type="checkbox"/> Priority 1 Zone A, B, C, D, E compliance reported <input type="checkbox"/> Community Investment Fund use consistent with Annual Community Investment Fund Attachment H <input type="checkbox"/> Interfacility performance reported and quarterly IFT meetings held <input type="checkbox"/> Exemptions and corrections logged per Attachment E	3

## Attachment B Effective Date: July 1, 2026

9	Personnel & Equipment	Licensing, ambulance permits	Certification logs	REMSA Health	Annual	Spot audits	Expired licenses	<input type="checkbox"/> All Field Clinical Staff licensed	2
								<input type="checkbox"/> Ambulances permitted and marked per requirements	
10	Quality Assurance	QA reviews, compliant tracking	QA summaries, compliant logs	REMSA Health	Monthly	QA audit	Missing reviews or unresolved complaints	<input type="checkbox"/> >5% ALS calls reviewed monthly	2
								<input type="checkbox"/> Complaint tracking and reporting per Attachment H	
11	Community Relations & Public Education	CPR courses, outreach campaigns	Course rosters, campaign materials	REMSA Health	Annual	Program review	No CPR or outreach activity	<input type="checkbox"/> Monthly CPR courses offered	1
								<input type="checkbox"/> Annual outreach campaign completed	
12	Reporting	Monthly, quarterly reports	Ops reports, EMSAB presentation	REMSA Health / DISTRICT	Monthly / Quarterly	Checklist review	2+ missed reports	<input type="checkbox"/> Monthly and quarterly reports submitted on time	2
13	Failure to Comply	Noncompliance process followed	Notice letters, corrective plans	DISTRICT	As needed	Legal review	No response or repeated violations	<input type="checkbox"/> Timely notice, plan submitted if applicable	N/A
14	Dispute Resolution	Mediation process followed	Mediation records	DISTRICT / REMSA Health	As needed	Legal review	Skipped mediation	<input type="checkbox"/> Mediation before arbitration if applicable	N/A
15	Financial Assurance / COOP	\$3M performance security maintained	Audit report	REMSA Health	Annual	Financial audit	Performance security <\$3M	<input type="checkbox"/> \$3M reserve maintained	1
16	Insurance & Indemnification	Insurance coverage, NNPH listed	Insurance certificates	REMSA Health	Annual	Insurance audit	Lapsed or missing coverage	<input type="checkbox"/> All required insurance policies active and NNPH listed as additional insured	1
17	Termination for Cause	Notice and transition plan	Termination letters, transition documents	DISTRICT / REMSA Health	Ass needed	Legal review	No plan or delayed termination	<input type="checkbox"/> 5-year notice provided	N/A
18	Miscellaneous	Contracts with other entities	MOUs, service agreements	REMSA Health	Annual	Contract review	Not submitted external contracts	<input type="checkbox"/> External contracts (new or updated)	1
								<input type="checkbox"/> Contractors meet same standards as REMSA Health	
Total Points									20

**Full Points (100% of assigned weight)**

- All required documentation is complete, current, and verified.
- Evidence clearly demonstrates compliance with standards (e.g. signed agreements, logs, reports, protocols).
- No gaps or outdated materials

**Half Points (50% of assigned weight)**

- Some documentation provided but incomplete or outdated.
- Evidence exists but lacks verification or is missing for one or more checklist items.

**No Points (0% of assigned weight)**

- No documentation or evidence provided.
- Documentation exists but is non-compliant with standards or cannot be verified.

\*A larger format of this table is available upon request made to the DISTRICT at [emsprogram@nnph.org](mailto:emsprogram@nnph.org).

**Attachment C: Comprehensive Compliance Review Checklist**

Article	Title	Compliance Indicator	Evidence / Data Source	Responsible Party	Evidence Collection Frequency	Audit Method	Trigger for Action	Benchmark / Standard	Value (Pts)
1	Definitions	Informational Only	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Granting of Exclusive Franchise	Exclusive rights, mutual aid, level of care	Signed agreements, staffing logs, protocols	REMSA Health / DISTRICT	Annual	Document review	Missing MOUs or noncompliant staffing	<input type="checkbox"/> Completed annual Medical Director determinate code approval <input type="checkbox"/> Applicable supply agreement invoices paid <input type="checkbox"/> Exclusive rights documented and current (MOUs, Protocols) <input type="checkbox"/> Supply exchange agreements offered <input type="checkbox"/> Mutual aid agreements in place and current <input type="checkbox"/> Staffing meets NAC 450B standards for ALS, ILS, BLS	4
3	Governing Body	Board composition, meetings, conflict of interest	Board rosters, minutes, conflict disclosures	REMSA Health	Annual	Governance audit	Missing meetings or conflict violations	<input type="checkbox"/> Conflict disclosure forms signed (annually as needed) <input type="checkbox"/> Board composition meets requirements (hospital reps, consumer reps, legal/accounting) Minimum 6 meetings/year documented in minutes	1
4	Market Survey & Competitive Bidding	Market study or performance plan	Consultant report, DBOH minutes	REMSA Health / DISTRICT	Every 5 years	Document review	No study or plan by deadline	<input type="checkbox"/> Market study completed every 5 years Performance improvement plan approved (if applicable)  *Automatic ½ point if performance improvement plan active	1

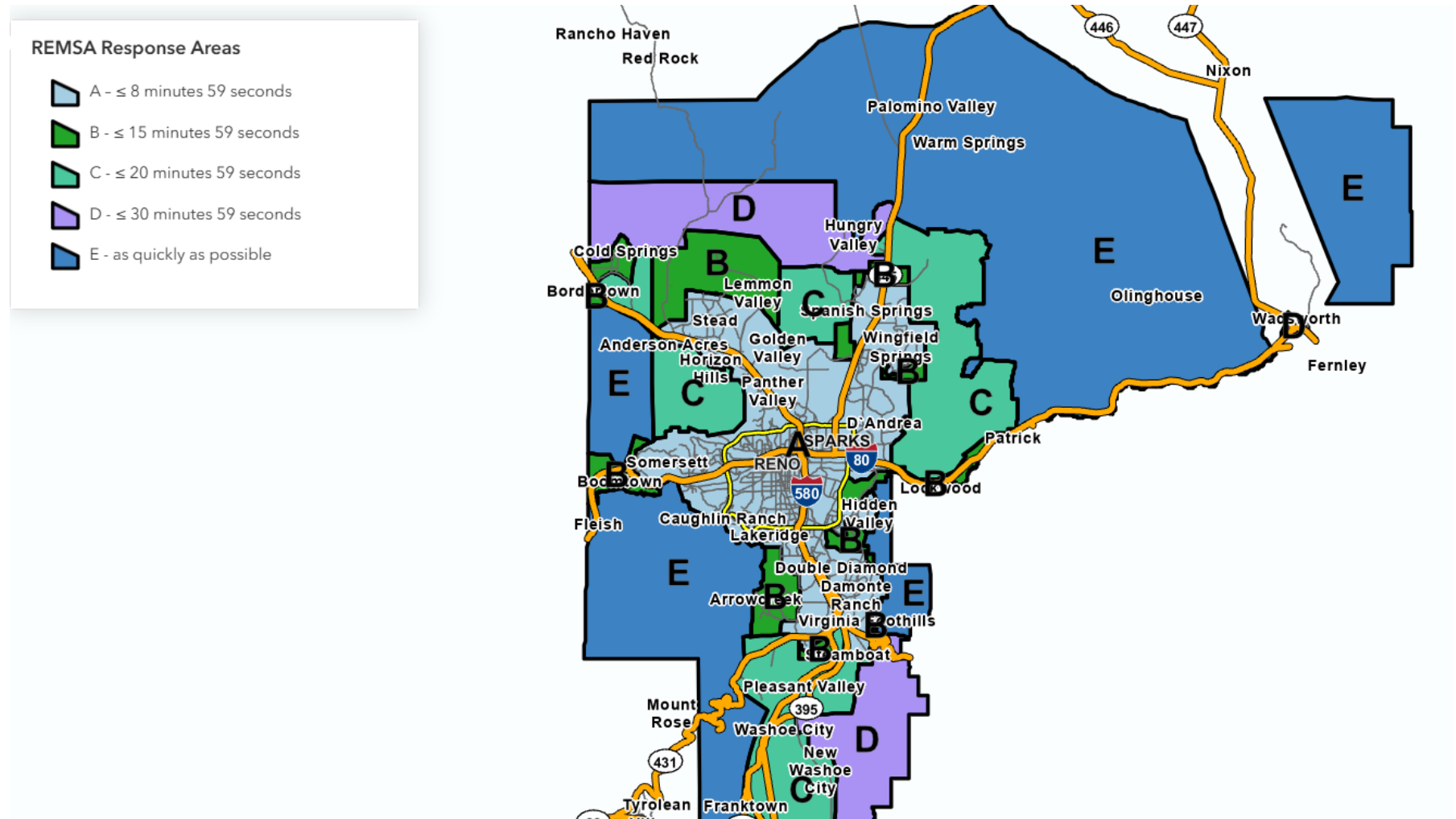
5	Communications	Radio interoperability, dispatch role, CAD integration	MOU, dispatch logs, Hexagon Board minutes	REMSA Health	Annual	Spot checks	No participation on or outdated tech	<input type="checkbox"/> 800 MHz interoperability maintained	2
								<input type="checkbox"/> Participation in CAD integration project and Hexagon Manager's Board documented	
6	Data & Records Management	Data sharing, HIPAA compliance	CAD data, ePCR access logs	REMSA Health / DISTRICT	Monthly	OCU Audit	Missing or incomplete data	<input type="checkbox"/> Monthly data submission complete and timely	1
								<input type="checkbox"/> Records are made available to DHO as requested	
7	Compliance & Penalties	Response times, penalties, exemptions	Monthly reports, community investment fund ledger	REMSA Health / DISTRICT	Monthly & Annual	OCU + Financial Audit	Not submitted	<input type="checkbox"/> Priority 1 Zone A, B, C, D, E compliance reported	3
								<input type="checkbox"/> Community Investment Fund use consistent with Annual Community Investment Fund Attachment H	
								<input type="checkbox"/> Interfacility performance reported and quarterly IFT meetings held	
								<input type="checkbox"/> Exemptions and corrections logged per Attachment E	
8	Patient Billing	Rate compliance, CPI adjustments	Billing reports, CPI letter	REMSA Health	Annual	Financial audit	Overages or unapproved increases	<input type="checkbox"/> Billing rates comply with CPI adjustments Attachment F	1
								<input type="checkbox"/> Membership program offered, advertised with limited number of uses	
								<input type="checkbox"/> No unauthorized increases or overages	
								<input type="checkbox"/> Audit complies with GAAP and GAAS	

9	Personnel & Equipment	Licensing, ambulance permits	Certification logs	REMSA Health	Annual	Spot audits	Expired licenses	<input type="checkbox"/> All Field Clinical Staff licensed	2
								<input type="checkbox"/> Ambulances permitted and marked per requirements	
								<input type="checkbox"/> All EMS supervisory staffed ICS-trained (IS-100, IS-200, IS-700)	
								<input type="checkbox"/> Current list of individuals to respond to REOC & ICS 400 trained	
10	Quality Assurance	QA reviews, compliant tracking	QA summaries, compliant logs	REMSA Health	Monthly	QA audit	Missing reviews or unresolved complaints	<input type="checkbox"/> ≥5% ALS calls reviewed monthly	1
								<input type="checkbox"/> Complaint tracking and reporting per Attachment H	
11	Community Relations & Public Education	CPR courses, outreach campaigns	Course rosters, campaign materials	REMSA Health	Annual	Program review	No CPR or outreach activity	<input type="checkbox"/> Monthly CPR courses offered	1
								<input type="checkbox"/> Annual outreach campaign completed	
12	Reporting	Monthly, quarterly, annual reports	Ops reports, EMSAB presentation	REMSA Health / DISTRICT	Monthly / Quarterly / Annual	Checklist review	2+ missed reports	<input type="checkbox"/> Monthly, quarterly and annual reports submitted on time	1
13	Failure to Comply	Noncompliance process followed	Notice letters, corrective plans	DISTRICT	As needed	Legal review	No response or repeated violations	<input type="checkbox"/> Timely notice, plan submitted if applicable	N/A
14	Dispute Resolution	Mediation process followed	Mediation records	DISTRICT / REMSA Health	As needed	Legal review	Skipped mediation	<input type="checkbox"/> Mediation before arbitration if applicable	N/A
15	Financial Assurance / COOP	\$3M performance security maintained, COOP plan	Audit report, COOP document	REMSA Health	Annual	Financial audit	Performance security <\$3M or outdated COOP	<input type="checkbox"/> \$3M reserve maintained	1
								<input type="checkbox"/> COOP plan updated as needed	
16	Insurance & Indemnification	Insurance coverage, NNPH listed	Insurance certificates	REMSA Health	Annual	Insurance audit	Lapsed or missing coverage	<input type="checkbox"/> All required insurance policies active and NNPH listed as additional insured	1
17	Termination for Cause	Notice and transition plan	Termination letters, transition documents	DISTRICT / REMSA Health	Ass needed	Legal review	No plan or delayed termination	<input type="checkbox"/> 5-year notice provided	N/A





### Attachment D: REMSA Health Response Zone Map



An interactive version of this map is available on the [Washoe County Emergency Medical Services Oversight Program website page](#).

## **Attachment E: Exemption and Correction Guidelines**

1. **Purpose and Scope:** This document establishes clear standards for requesting, reviewing, and approving:
  - a. Exemptions from Response Time performance calculations
  - b. Corrections to response times or dispatch data

These guidelines apply to:

- a. Priority 1 emergency response calls
- b. Inter-Facility Transfers (IFTs)

## **2. Key Definitions**

- a. **Exemption:** An “Exemption” is granted when REMSA Health is unable to meet the established Response Time (RT) due to circumstances beyond its control. Calls approved for exemption are excluded from the calculation of both priority one responses and priority one late responses, inter-facility transfer responses (IFT) and IFT late responses. Final decisions regarding the approval of an exemption request rests solely with the DISTRICT, which is responsible for reviewing, approving, or denying each submission based on the established criteria.
  - b. **Correction:** A “Correction” refers to any authorized modification made to a response time, assigned priority level, or applicable response time standard. These adjustments are intended to ensure accurate reporting and compliance with operational benchmarks. All correction requests must be substantiated with appropriate documentation as determined by the DISTRICT and are evaluated on a case-by-case basis by REMSA Health. Once approved, corrections are reflected in the monthly Franchise Report and are subject to audit through the Online Compliance Utility (OCU), ensuring transparency and accountability in performance reporting.
3. **Exemption Review Process:** All requests for exemption are reviewed and approved by the DISTRICT through the OCU. Approved exemptions are excluded from performance calculations.
    - a. **Weather:** In accordance with Article 7 of the Franchise Agreement, the DISTRICT, may grant exemptions to response time penalties when extreme weather conditions pose a risk to public safety or ambulance personnel.
      - **Blanket Weather Exemptions:** REMSA Health must use the approved REMSA Health Blanket Weather Exemption Request Form to assess the necessity and validity of a blanket exemption. When petitioning for a

preliminary exemption, REMSA Health must notify the DISTRICT via email at [EMSProgram@nnph.org](mailto:EMSProgram@nnph.org), indicating the start time of the exemption. EMS Oversight Program staff will acknowledge the notification within three business days.

- Duration and Review: Blanket exemptions are valid for up to twelve (12) hours. At or before the eleventh (11<sup>th</sup>) hour, REMSA Health must reassess weather conditions using data from NWS Reno and field personnel.

Based on this reassessment, REMSA Health must either request an extension of the exemption or terminate the exemption. REMSA Health must immediately inform the DISTRICT of its decision.

- Staffing and Documentation: Blanket exemptions are granted with the expectation that REMSA Health will deploy additional field staff to maintain response times for Priority 1 calls. If additional staffing is used, it must be included in the written exemption request.

Supporting documentation must be submitted within five (5) business days of the email request. Insufficient documentation may result in denial by the DISTRICT.

- Individual Weather Exemptions: These exemptions apply to hazardous driving conditions affecting specific ambulances within a defined geographic area and limited time frame.

If a weather event affects more than one region within an hour, REMSA Health should monitor conditions and consider initiating a blanket exemption request.

- Retroactive Blanket Exemption Requests: If multiple individual exemptions were used when a blanket exemption was more appropriate, REMSA Health may submit a retroactive blanket exemption request.

Request for retroactive blanket weather exemption must be submitted in writing within five (5) business days after event occurred, along with all supporting documentation.

- DISTRICT Review Process: The DISTRICT will review individual weather exemptions within three (3) business days.

Exemptions may be denied for insufficient documentation to support the request.

- b. **Declared Emergencies / MCI / MAEA:** An exemption will be granted in the event of a local, state, or federally declared emergency, provided REMSA's resources have been formally requested through the appropriate emergency management channels. The exemption becomes effective upon confirmation of the declared emergency. Supporting documentation must be submitted to the DISTRICT for review.

In addition, an exemption will be automatically granted during a declared multi-casualty incident (MCI) or healthcare evacuation when REMSA Health's resources are formally requested inside and outside the jurisdiction of the franchise. The exemption takes effect at the time the incident or evacuation is officially declared.

However, if the first responding unit is dispatched to a location within the Franchise Service Area, it must still meet standard response time requirements.

- c. **System Overload:** System Overload is defined as an unpredicted surge in calls for service that surpasses available REMSA Health resources. System Overload occurs when demand exceeds the 95th percentile range of what is historically normal for the system.

To objectively identify these conditions, Average Demand represents the typical call or workload level, while plus two (2) times the Standard Deviation reflects a threshold indicating an unusual increase in demand. Accordingly, REMSA Health will utilize a third-party vendor to calculate the System Overload threshold using the following formula:

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

The DISTRICT will receive real-time notifications from the third-party vendor whenever REMSA Health exceeds the calculated overload threshold. These notifications are informational only and do not constitute an automatic exemption request.

Upon reaching the overload threshold, REMSA Health must actively monitor system conditions and determine whether submission of an exemption request to the DISTRICT is necessary and appropriate based on operational impacts.

If an exemption is deemed necessary, REMSA Health must submit a formal request to the DISTRICT within five (5) business days of the initial real-time overload notification. The request must include quantitative system data covering a timeframe that begins no earlier than one (1) hour after the overload trigger is identified and ends no later than one (1) hour after the system returns below the threshold.

Incomplete or insufficient documentation may result in denial of the exemption request by the DISTRICT.

- d. **Construction:** An exemption due to road construction may be considered if a written request is submitted to the DISTRICT within five (5) business days of the affected call. To qualify, the request must include documentation demonstrating the following:
- The responding crew encountered conditions beyond their control due to the construction.

If the incident occurred within an active construction zone or no reasonable alternate routes were available, an exemption may be approved based on the documentation provided.

REMSA is expected to proactively monitor and plan for road construction impacts. Therefore, exemptions will not be granted automatically and will be evaluated on a case-by-case basis by the DISTRICT.

- e. **Status 99:** “Status 99” refers to situations where an ambulance is unable to offload its patient(s) at a hospital due to unavailable staff or facilities to receive them.

REMSA Health is required to maintain a Daily Status 99 Report documenting each delay, including the specific times. A delay qualifies for inclusion when the ambulance remains at the hospital for ten (10) minutes or more or more than one unit is on “Status 99” bed delay at a particular hospital.

**To request a Status 99 exemption:**

REMSA must submit written documentation to the DISTRICT within five (5) business days of the incident.

- To qualify, 15% or more of the on duty ALS units are delayed within the same hour.
- The DISTRICT will verify exemption eligibility using the Daily Report.

The DISTRICT will review the request within three (3) business days, verifying the date and time against the Daily Report to determine if the exemption is justified.

- f. **Miscellaneous:** Requests for miscellaneous exemptions must be submitted in writing within five (5) business days following the event occurred. These

exemptions apply to unique or unforeseen circumstances not otherwise defined in this document.

#### **4. Corrections Review**

- a. **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 Health receives, or otherwise discovers, the correct address until the unit arrives on scene. REMSA Health completes an internal review; the DISTRICT subsequently audit.
- b. **Incorrect Clock Stop, Priority, or Timestamp:** In instances of technical or human error, corrections may be submitted for consideration, provided they are supported by objective evidence. REMSA will evaluate each correction request on a case-by-case basis. All approved corrections will be documented in the monthly Franchise Report and made available for audit in the OCU.

**Attachment F: Consumer Price Index (CPI) Guidelines**

This document provides REMSA Health with the information needed to adjust the billing rates and the late response time penalty per minute, for the calendar year beginning January 1<sup>st</sup> and running through December 31<sup>st</sup>.

CPI Net Change	TBD
CPI Percentage Change	TBD
Billings Rates (07/01/2026 – 12/31/2026)	
A0225 Neonate Under 28 Days	TBD
A0425 Ground Mileage, per patient loaded statute mile	TBD
A0425 SCT in Town Mileage	TBD
A0425 SCT LDT Mileage	TBD
A0425 LDT Mileage	TBD
A0426 ALS Non-Emergency	TBD
A0426 ALS LDT Non-Emergency	TBD
A0427 ALS Emergency	TBD
A0427 ALS LDT Emergency	TBD
A0428 BLS Non-Emergency	TBD
A0428 BLS LDT Non-Emergency	TBD
A0429 BLS Emergency	TBD
A0429 BLS LDT Emergency	TBD
A0433 ALS-2	TBD
A0434 SCT/CCT (Non-911 Response)	TBD
A0434 SCT LDT	TBD
A0888 Non-Covered Ambulance Mileage LDT	TBD
* Note: The billing rates listed above only apply to ambulance transports and transfers that originate within the franchise area.	

Attachment F Effective Date: July 1, 2026

Penalty amount per minute July 1, 2026, through December 31, 2026	TBD
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REMSA Health will notify the DISTRICT in writing of their approval of the updated rates for ground ambulance services at least ten (10) calendar days prior to implementation. As of June 30, 2026, if overages occur in the maximum average bill for ground ambulance services, REMSA Health must notify the DISTRICT 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 and the calculation methodology of the CPI Net Change are reflected below.

Information regarding ambulance billing codes can be found on the [CMS website \(www.cms.gov/medicare/payment/fee-schedules\)](https://www.cms.gov/medicare/payment/fee-schedules).



### Attachment G: Authorized Use of Community Investment Fund

This document outlines the approved categories and spending limits for the Community Investment Fund per Fiscal Year. All expenditures must align with the categories and limits defined below unless prior approval is obtained from the DISTRICT.

#### General Guidelines

- **Spending Limits:** Each item has a maximum dollar amount that may be allocated without prior approval.
- **Branding Requirement:** All materials or activities funded must acknowledge both **REMSA Health** and **DISTRICT**.
- **DISTRICT Allocation:** NNPH may allocate up to **\$40,000** of the total funds for its own initiatives.
- **Reporting:** All expenditures must be reported monthly to the DISTRICT via REMSA Health's Operations Report, including category and amount expended.
- Scholarships will be available for any EMS program within Washoe County and not limited to REMSA Health Education.
- Unencumbered Funds: Any funds not encumbered by April 30 of each fiscal year will be reviewed by the DISTRICT. The DISTRICT will determine whether the remaining funds will be:
  - Reallocated to specific initiatives before the end of the fiscal year, or
  - Carried over into the next fiscal year with an updated spending plan.

Category	Item	Dollar limit
Child and Pedestrian Safety	Child Car Seats and Installation – Safety Seat Program	\$7,500
	Pedestrian Safety Education	\$5,000
Community First Aid, CPR Training & Education	First AID Kits for Youth League Sports & Community Organizations	\$5,000
	Basic Life Support/CPR Certification/Stop the Bleed/Babysitter Recertification Classes	\$10,000
	EMS Scholarship Program-High School, Trade, and Higher Education Support	\$20,000
HeartSafe Community	Community AED Deployment Program	\$20,000
	PulsePoint Application-Enhancing Bystander VPR and AED Awareness	\$15,000
	Stop the Bleed Kits – Community Distribution	\$10,000
Regional First Responder/Emergency Medical Services Systems Initiatives	Cardiac Registry to Enhance Survivability (CARES)	\$10,000
	911 Awareness & EMS Education Campaign	\$10,000
	Children's Safety Campaigns	\$5,000
	Tactical EMS Equipment & Physician Oversight	\$15,000

	Search and Rescue EMS Equipment Support	\$15,000
	Public Awareness Through Ambulance Wrap Campaign	\$20,000
	Support for Washoe County Non-Profit Healthcare and First Responder Organizations	\$30,000
	Regional First Responder Training Equipment	\$40,000
	EMS Explorer Program – Youth Engagement and Education	\$5,000
	Expanding Access to Vaccinations Through Community Clinics	\$5,000
	County-Wide EMS Protocol Mobile Application	\$15,000

### **Attachment H Complaint Guidelines**

1. Purpose: The purpose of this Attachment is to establish that REMSA Health shall, to the maximum extent practicable, provide the DISTRICT with the agreed-upon level of access necessary to review raw complaint data maintained within REMSA Health's system.
2. Scope: This mechanism applies to all services provided by REMSA Health under this Franchise Agreement, including emergency medical response, patient transport, customer service interactions, billing, and operational conduct of ambulance personnel.
3. Complaint Submission:
  - (a) Phone Number: REMSA Health shall establish and maintain a dedicated phone number for submission of complaints regarding REMSA Health service.
  - (b) Additional Methods: Complaints may also be submitted via email, patient survey (if applicable), or online portal as designated by REMSA Health.
  - (c) Information to Include: Complainants are encouraged to provide:
    - Date, time, and location of the incident
    - Description of the service or behavior in question
    - Names of any personnel involved (if known)
    - Contact information for follow-up (optional)
4. Complaint Documentation and Reporting:
  - (a) Documentation: REMSA Health shall document all complaints received, including relevant details and actions taken.
  - (b) Monthly Reporting: REMSA Health shall transmit records of all complaints to the DISTRICT on a monthly basis, in accordance with *Attachment I*.
5. Complaint Handling Procedure:
  - (a) Acknowledgement: REMSA Health shall acknowledge receipt of a complaint in a timely manner.
  - (b) Investigation: REMSA Health shall investigate complaints promptly and thoroughly, which may include review of service records, interviews with personnel, and collection of other relevant information.

- (c) Resolution: REMSA Health shall communicate resolution or follow-up actions to the complainant, where applicable, and maintain records of the resolution process.
- 6. Continuous Improvement: REMSA Health shall periodically review complaint trends with the DISTRICT and use insights from complaints to improve service quality, staff training, and operational policies.