

SUPPLY AND MEDICATION REIMBURSEMENT AGREEMENT

This Supply and Medication Reimbursement Agreement (the “Agreement”) is entered into by and between Regional Emergency Medical Services Authority, a Nevada nonprofit corporation (“REMSA”) and the Truckee Meadows Fire Protection District, a fire protection district created pursuant to NRS Chapter 474 (“TMFPD”). REMSA Health and TMFPD are hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, REMSA holds an exclusive franchise pursuant to NRS 244.187 and 268.081 for emergency and non-emergency ground ambulance transport within designated areas of Washoe County (“Franchise Service Area”) pursuant to an Amended and Restated Franchise Agreement for Ambulance Service with Northern Nevada Public Health, dated February 23, 2023 (“Franchise Agreement”).

WHEREAS, pursuant to the Franchise Agreement, REMSA may enter into agreements with other licensed ambulance providers to provide emergency and non-emergency ambulance services within the Franchise Service Area.

WHEREAS, as outlined in Section 2.8 of the Franchise Agreement, REMSA shall develop and offer a supply exchange/reimbursement agreement with the county and city fire service functions.

WHEREAS, TMFPD operates a fire department within its jurisdiction that provides emergency response for fire, certain on-scene emergency medical services (“EMS”), and rescue services. TMFPD also operates ambulance units (the “TMFPD Ambulances”).

WHEREAS, REMSA and TMFPD have entered into an Agreement for Services (“REMSA-TMFPD Transport Agreement”), effective April 1, 2025, in which TMFPD is authorized to utilize TMFPD Ambulances to respond to EMS calls originating in limited portions of REMSA’s Franchise Service Area, as described in that Agreement.

WHEREAS, the Parties desire to enter into an agreement to memorialize their mutual understanding with respect to the reimbursement of medical supplies, equipment and medications used by TMFPD while providing on-scene EMS and rescue services within the REMSA Franchise Service Area on the terms and conditions set forth in this Agreement.

WHEREAS, the foundation of this agreement is a collaborative and cooperative relationship between REMSA and TMFPD in which both Parties commit to proactively

communicate with one another in a professional and collegial manner to achieve the shared goal of ongoing improvement of the emergency response throughout our region.

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

TERMS AND CONDITIONS

Section 1. Scope of Agreement. During the term of this Agreement, this Agreement provides procedures for the reimbursement of medical supplies, equipment and medications used by TMFPD while providing on-scene EMS and rescue services within the REMSA Franchise Service Area. The Parties agree that this Agreement is not applicable to medical supplies, equipment, medication, or other provisions or implements used by TMFPD when TMFPD is also providing ground ambulance transport services as provided for in the REMSA-TMFPD Transport Agreement, effective April 1, 2025. The Parties further agree that disposable medical supplies and equipment that are not normally carried by REMSA or that are not authorized by REMSA's medical director are excluded from this Agreement. Nothing in this Agreement shall be construed to abrogate, alter, or amend any provision of the Franchise Agreement or to change, alter, or expand any authority granted to TMFPD under the REMSA-TMFPD Transport Agreement.

Section 2. Authorization for Resupply or Reimbursement. During the term of this Agreement, REMSA hereby authorizes TMFPD to receive reimbursement of medical supplies, equipment, and medications used by TMFPD while providing on-scene EMS and rescue services within the REMSA Franchise Service Area subject to the terms and conditions in this Agreement. TMFPD must provide documentation of patient care activities undertaken during the course of providing on-scene EMS or rescue services, limited to the supplies, equipment and medications used or expended, incident/run number and date of incident; and only those medical supplies, equipment and medications that are directly related to TMFPD's documented patient care activities are eligible for reimbursement.

Section 3. Eligibility for Medical Supplies.

3.1 TMFPD is eligible to receive reimbursement for medical supplies and equipment used by TMFPD during the provision of patient care at the scene of an emergency at TMFPD's purchased rates, provided that:

- a. The incident occurs within the REMSA Franchise Service Area,
- b. TMFPD is not providing ambulance transport services for the incident, and
- c. The request for reimbursement is made in compliance with this Agreement.

3.2 The Parties agree that non-disposable supplies and equipment including, but not limited to, laryngoscope handles, interosseous insertion devices, ventilators, and cardiac monitors, but not including spinal immobilization equipment, are excluded and not eligible for resupply or reimbursement.

Section 4. Eligibility for Medications.

4.1 Medications eligible for reimbursement are listed in Exhibit A to this Agreement and shall be reimbursed at TMFPD's purchased rates.

4.2 The Parties may renegotiate the medications eligible for reimbursement annually but no more than once per year.

4.3 Any changes to the eligible medications reflected in Exhibit A must be agreed upon by both Parties in writing and shall be effective at the start of the next fiscal year (July 1st) after the change is agreed upon.

4.4 Amendments to Exhibit A may be approved and executed by the TMFPD Fire Chief in lieu of the Board of Fire Commissioners.

Section 5. Submission of Reimbursement Requests, Review, and Payment Process.

5.1 Request for reimbursement for medical supplies, equipment or medications shall be submitted to REMSA by TMFPD at the end of each quarter for incidents occurring during that quarter.

5.2 Requests for reimbursement must be submitted through TMFPD's designated operating system and must include a valid incident or run number.

5.3 Reimbursement requests lacking proper supporting documentation showing the supplies, equipment, or medication used or expended or that do not identify a specific incident or run number, will be deemed ineligible for reimbursement until additional supporting documentation is received and will result in delays in processing payment.

5.4 REMSA will review the submitted reimbursement request and supporting documentation and use commercially reasonable efforts to communicate any discrepancies or missing supporting documentation within twenty (20) business days.

5.5 When a reimbursement request is approved for payment, REMSA will use commercially reasonable efforts to issue payment within fifteen (15) business days.

Section 6. Audit Rights. REMSA reserves the right to request additional supporting documentation or perform an audit of submitted reimbursement requests to ensure validity of the request, accuracy, and compliance with this Agreement.

Section 7. Contact Designation. The Parties shall each designate an individual from their organization who will be responsible for annually reviewing this Agreement and receiving communications related to the performance of this Agreement.

Section 8. Compliance.

8.1 Legal Compliance. TMFPD will, at all times during the Term of this Agreement, comply with all applicable laws, regulations and requirements of state, local and federal governmental authorities.

8.2 HIPAA. Each Party may receive from the other Party or may receive or create on behalf of the other Party, certain confidential health or medical information ("Protected Health Information" or "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations). Each Party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each Party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each Party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Subcontractors shall require employees to abide by the requirements of this section. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

8.3 Confidentiality. The Parties acknowledge that in the course of performing under this Agreement, each Party may have access to confidential and proprietary information of the other Party, including without limitation any information, technical data, concepts, ideas or know-how concerning a disclosing Party or its business, whether prepared by the disclosing Party, its representatives or otherwise, regardless of the form or format in which communicated, which is furnished to the receiving Party or its representatives, now or in the future, by or on behalf of the disclosing Party, and shall include, among other things, all notes, analyses, compilations, studies, interpretations or other documents prepared by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the receiving

Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, “Confidential Information”). The receiving Party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement. TMFPD acknowledges that REMSA is not subject to the Nevada Public Records Act and if public records requests come to REMSA in connection with this Agreement, REMSA will forward them to TMFPD.

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

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

Section 9. Insurance Requirements. Each party represents that it maintains liability coverage for the contingencies set forth in this Agreement, or provides for their respective financial obligations through a program of self-insurance in compliance with NRS Chapter 41, and such coverage is in amounts sufficient to cover any liability hereunder. Further, through the term of this Agreement, both parties shall procure and maintain in full force and effect Worker’s Compensation Insurance to cover its employees as prescribed by the State of Nevada.

Section 10. Effective Date. This Agreement shall become effective upon the approval of REMSA and the TMFPD Board of Fire Commissioners.

Section 11. Term and Termination.

11.1 The term of this Agreement shall commence upon the approval of REMSA and TMFPD’s Board of Fire Commissioners and shall run until June 30, 2027. Thereafter, this Agreement shall automatically renew for successive one-year terms unless sooner terminated by the parties in accordance with Section 11.2

11.2 Termination. This Agreement will continue in effect until termination or expiration whichever occurs first. This Agreement may be terminated by either Party with at least thirty (30) days' written notice. Termination of this Agreement by either Party shall not affect any reimbursement obligations incurred prior to the effective date of termination. Any notice of termination under this Section shall be sent by certified mail to the TMFPD Chief and the CEO of REMSA.

Section 12. Hold Harmless. Without waiving any defenses or limitations set forth in the Nevada Revised Statutes ("NRS") Chapter 41, each Party ("Releasing Party") hereby indemnifies and releases and holds the other Party harmless from, and shall be solely responsible for, any claims, liabilities, or actions of any kind arising from or caused by the acts or omissions of the Releasing Party, its employees, agents, representatives, or volunteers in connection with the performance of rights or obligations under this Agreement. This release of liability and indemnification includes any damage to or destruction of personal or real property, as well as any personal injuries or death.

Section 13. Release of Liability Related to Accepted Medical Supplies and Equipment. By accepting reimbursement for medical supplies and equipment under this Agreement, TMFPD acknowledges full responsibility for the proper use, storage, and administration of such supplies and equipment. REMSA shall not be liable for any damages, losses, injuries, adverse outcomes, or claims arising from the use, misuse, recall, or failure of any supplies accepted by TMFPD.

Section 14. Disclaimer of Agency Relationship or Joint Venture. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create a principal-agent or employer-employee relationship of any type, or to otherwise create any liability for one Party with respect to the indebtedness, liabilities, or obligations of the other Party.

Section 15. No Third-Party Rights Created. Nothing contained in this Agreement confers any right or benefit to any person or entity not a party to this Agreement.

Section 16. Notices. Notices shall be deemed given under this agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage pre-paid and addressed as follows:

Truckee Meadows Fire Protection District

Name: Fire Chief Richard Edwards
Address: 3663 Barron Way, Reno, Nevada 89511
Email: REwards@tmfpd.us

REMSA Health

Name: Adam Heinz
Address: 500 Edison Way, Reno, Nevada 89502
Email: aheinz@remsahealth.com

Section 17. Miscellaneous.

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

17.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without reference or regard to conflict of laws principles.

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

17.4 Dispute Resolution. The Parties agree to resolve any conflicts at the lowest level possible. Accordingly, if a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions and negotiation between the Parties, the Parties agree first to try in good faith to resolve the dispute through a reasonable method of alternative dispute resolution, such as mediation, prior to initiating any other action that may be allowed at law or equity. The Parties will split all costs for any alternative dispute resolution.

17.5 Forum Selection. The Parties consent to personal jurisdiction in the State of Nevada and stipulate that Venue is proper in the Second Judicial District Court in and for the County of Washoe for any claims arising from this Agreement. Except as otherwise provided in this Section, nothing herein shall be construed to mean that either Party has, by executing this Agreement, waived any defenses or immunities or accepted any liabilities to which they would not otherwise be subject to by law.

17.6 Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of that right or power for all or any other times.

17.7 Amendment. Any modifications or amendments to this agreement must be agreed in writing by both Parties.

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SIGNATURES

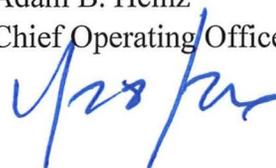
IN WITNESS WHEREOF, the Parties by and through their respective authorized representatives, have executed this Agreement as of the dates indicated below, to be effective on the date last signed by a Party hereto.

REMSA Health

**Truckee Meadows Fire Protection District
Board of Fire Commissioners**

By: 

By: _____

Name: Adam B. Heinz
Title: Chief Operating Officer
Date: 

Name: Clara Andriola
Title: Chair
Date: