

TRUCKEE MEADOWS FIRE & RESCUE SERVICE AGREEMENT

This agreement is entered into to and is effective upon approval and execution by all agencies by and between Truckee Meadows Fire Protection District (hereinafter referred to as "Provider") and Northern Nevada Medical Center and Northern Nevada Sierra Medical Center (hereinafter referred to as "Northern Nevada Health System").

BACKGROUND

WHEREAS, the Provider has been granted an exclusive franchise to provide ambulance transport in Washoe County, Nevada by the Washoe County District Board of Health in accordance with Nevada Law; and

WHEREAS, rates are set by the Washoe County District Board of Health through their franchise, and are subject to change without notice; and

WHEREAS, it is the desire of Provider to supply medical transportation services to and from Northern Nevada Health System; and

WHEREAS, Provider is duly licensed by the State of Nevada to supply paramedic advanced life support and medical transportation; and

WHEREAS, Provider and Northern Nevada Health System desire Provider to supply medical transportation upon Northern Nevada Health System's request, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. RESPONSIBILITIES OF PROVIDER

A. Provider shall provide medically appropriate emergency and non-emergency ambulance services as requested by Northern Nevada Health System subject to the terms and conditions of this Agreement.

B. Provider shall staff each ambulance with at least two (2) persons certified with the State of Nevada to perform patient care duties on a Basic or Advanced Life Support ambulance as appropriate and based on clinical need.

C. Provider shall recognize only the following training certificates for its ambulance medical personnel: Emergency Medical Technician – Basic, Advanced and Paramedic.

D. It shall be the responsibility of Provider to ensure that all of its ambulance personnel are qualified to supply ambulance service.

E. Provider agrees to be fully responsible for the training and credentials of its personnel, including compliance with OSHA standards. Provider agrees to supply verification to staff certifications upon demand, including but not limited to, all certifications, licenses and permits, necessary to allow Provider to operate a fully licensed ambulance service.

F. Provider represents and warrants to Northern Nevada Health System that Provider (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or CHAMPUS, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Provider being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and Provider shall immediately notify Northern Nevada Health System of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give Northern Nevada Health System the right to terminate this Agreement immediately for cause.

2. SCOPE OF WORK

A. Provider shall provide Northern Nevada Health System medically appropriate emergency and non-emergency ambulance services as requested by Hospital subject to the terms and conditions of this Agreement.

B. Requests for transportation shall be categorized as "pre-scheduled," "non-emergency" or "emergency" responses at the demand of Hospital and as medically appropriate. Hospital shall inform Provider of the type of response being made at the time of notification.

C. It shall be the responsibility of Provider to supply Northern Nevada Health System with accurate estimated arrival times for all non-emergency transports. In the event that a quoted arrival time cannot be met, Provider must immediately contact Northern Nevada Health System with an updated estimated arrival time. In the event that the arrival time cannot be met, the Northern Nevada Health System, at its sole discretion, may: (i) cancel the request and/or (ii) obtain other means of transportation as deemed appropriate.

D. Provider shall be responsible for providing operable, equipped, and comfort controlled (including air conditioning) ambulances for the provision of services to Hospital.

E. Provider represents and warrants that it possesses all licenses, certifications, and permits, required by law to operate an ambulance service in the State of Nevada.

3. RESPONSE TIME REQUIREMENTS

It is agreed that the following response time requirements shall apply to all transports that are the exclusive responsibility of Provider:

- a) Provider shall supply Northern Nevada Health System with a fully staffed ambulance within the accepted franchise governed response time requirement based on nature of service and priority as identified through the Provider's International Accredited Emergency Dispatch Center using the Medical Priority Dispatch System (MPDS).
- b) Provider shall supply Northern Nevada Health System with a fully staffed ambulance for non-emergent interfacility transfers categorized as "unscheduled" if requested with less than (4) four-hours of notification or "scheduled" if requested greater than (4) four-hour's notice. Hospital will provide a fully executed "Hospital Payment Form" to reflect responsible department cost center prior to initiation of the transport to the Care Coordinators at Provider.

4. BILLING

Subject to the terms of Addendum A hereof, Provider shall bill the Northern Nevada Health System for those transports that they have assumed responsibility of payment for at the rates currently approved by the Washoe County District Board of Health as of the date of service. Northern Nevada Health System shall pay Provider for billed charges within thirty (30) days of invoice date. Provider will provide a 30% discount from billed charges for any transport not covered by insurance or government payor or where payment is deemed to be Northern Nevada Health System responsibility.

Emergency transportation shall be paid at 100% of billed charges without discount.

5. CONFIDENTIALITY

A. *Confidentiality of Northern Nevada Health System Information.* Provider understands and agrees that in connection with Provider's engagement by Northern Nevada Health System, Provider may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged by Northern Nevada Health System and which may cause Northern Nevada Health System to suffer competitively or economically if such information became known to persons outside of Northern Nevada Health System. Unless legally required to disclose such information, Provider agrees to maintain the confidentiality of any information identified by Northern Nevada Health System as confidential which Provider acquires during Provider's engagement for the entire term of such engagement by Hospital, and for as long as such information remains confidential.

B. *Confidentiality of Patient Information.* Provider agrees to protect to the fullest extent required by law the confidentiality of any patient information generated or received by Provider in connection with the performance of services hereunder. Provider specifically acknowledges that in receiving, storing, processing, or otherwise handling records of Hospital patients, Provider may be bound by federal laws governing addictive disease patients, including 42 C.F.R. Part 2. Provider agrees, if necessary, to resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law. Provider's obligation to maintain the confidentiality of Hospital patient information shall survive termination of this Agreement.

C. *HIPAA Requirements.* To the extent applicable to this Agreement, Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F. R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Provider shall make his/her internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

6. INDEPENDENT CONTRACTOR

In the performance of this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor with, and not an employee or joint venture of, Northern Nevada Health System. Provider acknowledges that as an independent contractor, Provider is not covered under Northern Nevada Health System’s workers’ compensation insurance, and Provider shall obtain its own workers’ compensation insurance coverage. Provider hereby releases Northern Nevada Health System from and shall hold Northern Nevada Health System harmless from any workers’ compensation claims made by Provider or Provider’s employees or agents against the Northern Nevada Health System in connection with the performance of services under this Agreement.

7. INDEMNIFICATION

Provider hereby indemnifies and holds Northern Nevada Health System harmless from and against any and all liability, losses, claims, damages or causes of action, including any expense connected therewith which directly or indirectly arise out of performance of services under this Agreement by Provider and/or its employees, except to the extent arising from or caused by any negligent acts or omissions of Hospital. To the extent applicable under applicable law, Provider does not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages outside of claims caused by the gross negligence or willful conduct of such party.

8. INSURANCE

Provider shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees, its subcontractors and its independents contractors and agents: -

- a) Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, Two Million

Dollars (\$2,000,000.00) in the annual aggregate and Two Million Dollars (\$2,000,000.00) products-comp/ops aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage.

- b) Workers' Compensation and employer's liability for Provider's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and Provider shall waive its right of subrogation; and

Depending on the nature of the services provided by Provider, Provider shall carry the following additional insurance coverage (*check all that apply*): -

Professional (E&O) liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate, applying to professional acts and omissions.

Commercial Auto Liability insurance covering all owned, hired, and non-owned vehicles with a minimum of Five Million Dollars (\$5,000,000.00) combined single limit bodily injury and property damage. Auto Liability insurance limits may be satisfied by a combination of primary and umbrella or excess liability coverages.

Cyber and Privacy/Technology E&O liability insurance coverage (including, but not limited to, coverage for investigations and mitigation of any data breaches or breaches of patient information) relating to errors and omissions liability, network and information security liability, and communications and media liability, with a minimum of __ Million Dollars (\$00,000,000.00) each occurrence, and __ Million Dollars (\$00,000,000.00) in the annual aggregate.

Other (specify type(s) and amount(s) of coverage): -

- Umbrella liability insurance coverage with a minimum of Ten Million Dollars (\$10,000,000.00) each occurrence and Ten Million Dollars (\$10,000,000.00) annual aggregate.

Except as otherwise provided herein, neither party waives its rights (or the rights of its insurer) of subrogation.

In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, Provider shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

Except for workers compensation insurance, all insurance required of Provider shall not be materially altered or not renewed without at least thirty (30) days advance written notice to Facility.

PROVIDER SHALL PROVIDE CERTIFICATES EVIDENCING THE ABOVE COVERAGE(S). FACILITY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO PROVIDER FOR ANY BREACH OF THIS SECTION.

9. TERM AND TERMINATION

A. Except as otherwise provided herein, the initial term of this Agreement shall commence on the date of last signature below and shall continue in effect for a period of three (3) years ("Term").

B. Northern Nevada Health System may terminate this Agreement upon five (5) days' notice in the event Provider fails to perform the required services pursuant to this Agreement.

C. Either party may terminate this Agreement, at any time, without cause, upon sixty (60) days' written notice, via Certified Mail.

10. NOTICE

Notice required or permitted to be given under this Agreement shall be given as follows:

To Northern Nevada Health System:

Northern Nevada Medical Center
2375 E Prater Way
Sparks, NV 89434
Attn: Shelby Hunt, DNP, RN, CEN
Director, Emergency Services

To Provider:

Truckee Meadows Fire Protection District
3663 Barron Way
Reno, NV 89511
Attn: Zebulon Nomura, EMS Coordinator
znomura@tmfpd.us

11. NO INFLUENCE ON REFERRALS

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

12. ARBITRATION

A. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in Washoe County, Nevada, in accordance with the provisions of this Section 12 and the arbitration rules of the American Health Lawyers Association Dispute Resolution Service ("AHLADRS") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Section 12.B below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent and shall accompany the award with a written explanation of the reasons for the award. The arbitration shall be governed by the substantive and procedural laws of the State of Nevada applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State of Nevada.

B. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator then the arbitrator will be selected in accordance with the rules of the AHLADRS in effect on the date of this Agreement.

C. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

D. Discovery: Arbitration Hearing. Rule 4.02 of the arbitration rules of the AHLADRS is hereby modified to provide that discovery shall be limited to (a) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Rule 4.04 of the AHLADRS arbitration rules is modified to provide that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

13. MISCELLANEOUS

A. Should any provision of this Agreement be deemed illegal or unenforceable, the remainder shall nonetheless be given full force and effect.

B. Provider shall provide services to any patient of Hospital regardless of patient's race, color, national origin, religion, sexual orientation, gender, age or disability.

C. This Agreement constitutes the entire Agreement between the parties, regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties.

D. This Agreement shall be construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

NORTHERN NEVADA MEDICAL CENTER



By: *Helen Lidholm*
Title: *CEO*

7/5/2023

Date

NORTHERN NEVADA SIERRA MEDICAL CENTER

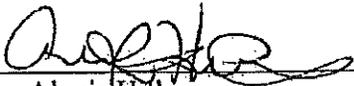


By: *Helen Lidholm*
Title: *Interim, CEO*

7/5/2023

Date

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT



By: *Alexis Hill*
Title *Chair, Board of Fire Commissioners*

07/11/2023

Date

ADDENDUM A

1. Performance Standards. Provider shall perform its services in a timely and commercially reasonable manner and in accordance with applicable laws, Northern Nevada Health System's licensure, regulatory, or accreditation standards, and industry standards.
2. Northern Nevada Health System-Responsible Non-Emergency Transportation. Northern Nevada Health System-responsible volume means non-emergency patient transportation provided in one of the following situations and for which Northern Nevada Health System may be the payor:
 - Patient transportation needed during a patient's stay (any distance).
 - Patient transportation upon discharge (any distance).
 - Patient is within 25 miles of a Northern Nevada Health System treatment location (prior to requesting transport, Northern Nevada Health System will confirm patient is an Established Patient per Northern Nevada Health System's local patient transportation policies);
 - Patient is outside of 25 miles of a Northern Nevada Health System treatment location but satisfies Northern Nevada Health System's long-distance patient transportation criteria (prior to requesting transport, Northern Nevada Health System will confirm patient is an Established Patient, Patient is unable to afford transportation, and Patient's current provider has determined Northern Nevada Health System is the patient's best treatment option); or,
 - Northern Nevada Health System has agreed to be responsible for the Patient's transportation costs pursuant to a request by a government program representative (prior to requesting transport, Northern Nevada Health System will confirm the government request in writing in accordance with Northern Nevada Health System's patient transportation policies).Northern Nevada Health System shall not be responsible for payment of any non-emergent transportation services unless one of the foregoing criteria applies.
3. Billing.
 - a. Billing to Patients or Third Parties. When required or permitted by law, Provider will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Services provided under this Agreement. This includes transports that Provider is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs.
 - b. Billing to Northern Nevada Health System. Where Northern Nevada Health System is required by law or where Northern Nevada Health System has agreed to be responsible for payment, as described herein, Provider will bill Northern Nevada Health System directly for Services rendered to patients of Northern Nevada Health System. For those transports that Northern Nevada Health System has assumed responsibility of payment

for at the rates currently approved by the Washoe County District Board of Health as of the date of service. Northern Nevada Health System shall pay Provider for billed charges within thirty (30) days of invoice date. Provider will provide a 30% discount from billed charges for any transport not covered by insurance or government payor or where payment is deemed to be Northern Nevada Health System responsibility.

c. Emergency transportation shall be paid at 100% of billed charges without discount.

4. Additional Personnel Representations. Provider represents that each assigned provider performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Northern Nevada Health System policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Northern Nevada Health System. If Provider's personnel will be on site at Northern Nevada Health System's premises, then Provider additionally represents that each person performing services under this Agreement (1) has been oriented to Northern Nevada Health System policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law"); (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law; and (4) has evaluated and reviewed each person's references, when applicable. Provider shall provide Northern Nevada Health System with evidence of compliance with this paragraph upon request.
5. Conflicts. The parties agree that in the event of any conflict between the terms of the Agreement and this Addendum, the provisions of the Addendum shall control.

Truckee Meadows Fire Protection District

Northern Nevada Health System:

By: 

By: 

Name: Alexis Hill

Name: Helen Lidholm

Title: Chair, Board of Fire Commissioners

Title: CEO

Date: 07/11/2023

Date: 7/5/2023