

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into effective as of _____, 2016 ("Effective Date") by and between the Regional Emergency Medical Services Authority, a Nevada nonprofit corporation ("REMSA"), the City of Reno, a municipal corporation ("Reno"), the City of Sparks, a municipal corporation ("Sparks") Truckee Meadows Fire Protection District, a fire district formed under NRS Chapter 474 ("Truckee Meadows"), and Sierra Fire Protection District, a fire district formed under NRS Chapter 474 ("Sierra Fire"). REMSA, Reno, Sparks, Truckee Meadows and Sierra Fire are hereinafter collectively referred to as the "Parties."

RECITALS

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

WHEREAS, Reno, Sparks, Truckee Meadows and Sierra Fire operate fire departments (each a "Fire Department") within their respective jurisdictions that provide emergency response for fire, EMS, and rescue services;

WHEREAS, REMSA has developed a program for ambulance transport alternatives for low acuity patients pursuant to which patients initially calling in to the 9-1-1 system are ultimately transferred through an Omega protocol implemented in the REMSA Emergency Medical Dispatch ("EMD") process to the REMSA Nurse Health Line after being classified as non-emergent low acuity calls ("Omega Calls"), where a REMSA Emergency Communications Nurse ("ECN") will assess patients and determine the most appropriate care resource.

WHEREAS, the Parties desire to memorialize the framework for responding to and releasing from the scene of Omega Calls.

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:

Section 1. Omega Response and Release Procedures.

Upon the transfer of a 9-1-1 call by a REMSA EMD to the REMSA Nurse Health Line, the 9-1-1 call shall be deemed cancelled, the call shall be deemed an "Omega Call" and REMSA shall become the party legally responsible for the care of the sick or injured patient which is the subject of the Omega Call. The Parties agree that the following procedures shall apply to Omega Calls:

1. REMSA will not be required to immediately dispatch an ambulance to an Omega Call, and a REMSA ECN will be responsible for assessing the patient and

- determining the most appropriate care resource, which may or may not include ambulance response.
2. Reno, Sparks, Truckee Meadows and Sierra Fire will not respond to or will cancel any Fire Department unit responding to the scene of an Omega Call if, prior to arriving on scene and making patient contact, they have been alerted that the call is an Omega Call.
 3. If a Fire Department unit has arrived on scene and made patient contact prior to being alerted that the call is an Omega call, upon being alerted that the call is an Omega Call the Fire Department shall communicate with the ECN or REMSA EMD to confirm REMSA has determined that an alternative care pathway is medically appropriate according to standards established by the International Academy of Emergency Dispatch. Both REMSA and the responding Fire Department shall document these communications in their respective incident reports and REMSA shall provide the responding Fire Department with a copy of the recorded communication within five (5) days upon request, unless otherwise prohibited by law in which event REMSA shall provide the Fire Department with the specific legal authority that prohibits disclosure. Upon receiving such verbal confirmation from the ECN, the Fire Department shall either: i) release from the scene, and REMSA shall be legally responsible for the care of the sick or injured patient which is the subject of the Omega Call; or ii) if the Fire Department has a good faith, medical justification for disagreeing with the ECN determination based on articulable patient observations communicated by the Fire Department to the ECN, the Fire Department shall request the dispatch of an ambulance through Fire Department dispatch, REMSA shall dispatch an ambulance to the scene in accordance with the Franchise Agreement, and the Fire Department shall remain on scene until the arrival of the REMSA ambulance. In the event the ambulance requested by the Fire Department under the preceding sentence is responding on a Priority 3 basis, REMSA shall immediately send an in-service, non-divertible alternative medical resource and the Fire Department shall release from the scene upon earlier arrival of the REMSA ambulance or other REMSA resource. REMSA ambulance response time shall be measured from the time REMSA EMD receives the Fire Department request to dispatch an ambulance.
 4. If at any time during the ECN assessment process REMSA determines that an ambulance response is required, REMSA shall dispatch a REMSA ambulance to the scene and notify the Fire Department that REMSA has dispatched an ambulance.

Section 2. Implementation Review. The parties shall meet and confer semi-annually, or upon the request of any party, to discuss any unforeseen deployment or operational issues encountered in implementing the Omega Call response procedures, including strategies to improve on-scene communications between the ECN and Fire Departments. The parties shall cooperate in good faith to attempt to informally resolve such disputes and determine a reasonable course of action satisfactory to the disputing parties and which furthers the goal of providing the public with a level of care most appropriate and cost-effective for their condition and eliminating unnecessary, non-emergency paramedic team responses on scene. If the parties are unable to resolve a dispute, the parties by mutual consent may confer with the Health District EMS Oversight Program as a third-party neutral to assist the parties in resolving the dispute.

Section 3. Effective Date. This Agreement shall become effective upon the approval of the governing boards of the District Board of Health and EMS Advisory Board, and as to each party, upon the approval of REMSA and the respective party's governing board.

Section 4. Termination. This Agreement may be terminated by mutual consent of all the Parties or any Party may unilaterally withdraw from the Agreement with or without cause upon thirty (30) days written notice to the other Parties or immediately if that Party's funding ability supporting the Agreement is withdrawn, limited or impaired. So long as REMSA is not a terminating party, the remaining Parties may continue the Agreement notwithstanding the withdrawal of one or more other Parties. Any notice of termination under this Section 4 shall be sent by certified mail to the Reno City Manager, Sparks City Manager, Washoe County Manager, and CEO of REMSA, with copies to the Fire Department Chief of each agency and the Washoe County Health District EMS Oversight Program.

Section 5. Severability. If any term or provision of this Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Agreement or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

Section 6. Entire Agreement; Counterparts. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral and written, between the Parties with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties or their successors in interest. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

Section 7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the Parties and their permitted successors and assigns.

Section 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

<p>Regional Emergency Medical Services Authority</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p>	<p>City of Reno</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p>
<p>City of Sparks</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p>	<p>Truckee Meadows Fire Protection District</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p>
<p>Sierra Fire Protection District</p> <p>By: _____ Name: _____ Title: _____</p> <p>Dated: _____</p>	
<p>Approved:</p> <p>District Board of Health</p> <p>By: <u>[Signature]</u> Name: <u>Kathy K. Jung</u> Title: <u>Chair</u></p> <p>Dated: <u>5.02.16</u></p>	<p>Recommended:</p> <p>EMS Advisory Board</p> <p>By: <u>[Signature]</u> Name: <u>John Skyles</u> Title: <u>Chair - Ems Advisory Board</u></p> <p>Dated: <u>4-29-16</u></p>