

INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES OVERSIGHT

This Interlocal (“Agreement”) dated as of _____, 2014, is entered into by and between the Washoe County Health District, a Special District created pursuant to Nevada Revised Statutes, Chapter 439 (“DISTRICT”), Washoe County, a political subdivision of the State of Nevada (“WASHOE”), the Truckee Meadows Fire Protection District through itself and the Sierra Fire Protection District based on its authority pursuant to a Cooperative Agreement for Fire Services between Truckee Meadows and Sierra Fire dated April 1, 2012,, both of which are Fire Districts created pursuant to Nevada Revised Statutes Chapter 474 (“FIRE”), the City of Reno, a municipal corporation in the State of Nevada (“RENO”), and the City of Sparks, a municipal corporation in the State of Nevada (“SPARKS”) to create a Regional Emergency Medical Oversight function within the DISTRICT for the management, measurement and improvement of Emergency Medical Services.

RECITALS

WHEREAS, on November 27, 1972, the governing bodies of RENO, SPARKS, and WASHOE formed the DISTRICT to provide a broad range of health services for the benefit of said agencies by said DISTRICT; and

WHEREAS, on October 22, 1986, the DISTRICT acting on behalf of RENO, SPARKS and WASHOE did approve “A Resolution Authorizing the Regional Emergency Medical Services Authority (hereinafter referred to as “REMSA”) to operate Emergency Medical Ambulance Services on an exclusive basis in defined areas of Washoe County; and

WHEREAS, in August of 2012 WASHOE was provided a report titled “Emergency Medical Services System Analysis” (hereinafter referred to as “STUDY”) performed by TRIDATA. The STUDY contains specific recommendations to be considered for the improvement of Emergency Medical Services provided by RENO, SPARKS, WASHOE, DISTRICT and REMSA for the purpose of improving the delivery of patient care and outcomes, and the delivery of Emergency Medical Services; and

WHEREAS, RENO, SPARKS, WASHOE and DISTRICT together on October 18, 2012, February 11, 2013, and June 10, 2013, have continued to review and direct changes to the provision of Emergency Medical Services by and through the STUDY recommendations; and

WHEREAS, the implementation of the STUDY’s recommendations require an Inter-Local Agreement concerning the Washoe County Health District to amend, remand and establish certain authorities by and between RENO, SPARKS, WASHOE and DISTRICT; and create a Regional Emergency Medical Oversight function for the management, measurement and improvement of Emergency Medical Services within the DISTRICT,

NOW, THEREFORE THE PARTIES AGREE as follows:

ARTICLE 1

Establishment of Oversight Program/Duties

1.1 Establishment of Program: The DISTRICT shall establish and maintain a Regional Emergency Medical Services Oversight Program (the “Program”) within the DISTRICT

1.2 Duties of Program: The Program shall provide for Oversight of all Emergency Medical Services (EMS) provided by RENO, SPARKS, WASHOE, FIRE and REMSA and shall:

- a. Monitor the response and performance of each agency providing Emergency Medical Services and provide recommendations to each agency for the maintenance, improvement, and long-range success of the Emergency Medical Services;
- b. Coordinate and integrate provision of Medical Direction for RENO, SPARKS, WASHOE, FIRE and REMSA providing emergency medical services;
- c. Recommend regional standards and protocols for RENO, SPARKS, WASHOE, FIRE and REMSA;
- d. Measure performance, analysis of system characteristics, data and outcomes of the Emergency Medical Services and provide performance measurement and recommendations to RENO, SPARKS WASHOE, FIRE and REMSA;
- e. Collaborate with REMSA, RENO, SPARKS, WASHOE, FIRE and DISTRICT on analysis of EMS response data and formulation of recommendations for modifications or changes to the Regional Emergency Medical Response Map;
- f. Identify sub-regions as may be requested by RENO, SPARKS, WASHOE, FIRE or the DISTRICT to be analyzed and evaluated for potential recommendations regarding EMS response services in order to optimize the performance of system resources;
- g. Provide a written Annual Report on the State of Emergency Medical Services to RENO, SPARKS, WASHOE, FIRE and REMSA covering the preceding fiscal year (July 1st to June 30th), containing measured performance in each agency including both ground and rotary wing air ambulance services provided by REMSA in Washoe County; the compliance with performance measures established by the District Emergency Medical Services Oversight Program in each agency, and audited financial statements and an annual compliance report by REMSA as required in the exclusive Emergency Medical Ambulance Service Franchise;
- h. Maintain a Five-Year Strategic Plan to ensure the continuous improvement of Emergency Medical Services in the area of standardized equipment, procedures, technology training, and capital investments to ensure that proper future operations continue to perform including Dispatching Systems, Automated Vehicle Locations Systems, Records Management Systems, Statistical Analysis, Regional Medical Supply and Equipment, and other matters related to strategic and ongoing Emergency Medical Services and approved by RENO, SPARKS, WASHOE and FIRE.

1.3. Term. This Agreement shall become effective July 1, 2014 for a period of one year ending June 30, 2015. This Agreement shall automatically renew each year on July 1st unless terminated by the parties as set forth below.

1.4. Termination of Agreement. This Agreement may be rescinded at any time by written agreement of termination executed by all the parties.

1.5 Unilateral Party Termination. A party may unilaterally terminate its participation in this agreement without cause by serving the other parties with written notice of termination. That party's termination shall take effect 90 days after service of notice.

ARTICLE 2 Advisory Board

2.1 Creation. The DISTRICT shall establish and maintain a Regional Emergency Medical Services Advisory Board

2.2 Composition. The Regional Emergency Medical Services Advisory Board shall be composed of the following members:

- a. City Manager, Reno
- b. City Manager, Sparks
- c. County Manager, Washoe County
- d. District Health Officer
- e. Emergency Room Physician (DBOH Appointment)
- f. Hospital Continuous Quality Improvement (CQI) Representative (DBOH Appointment)

2.3 Administration. The Advisory Board shall elect a chair and a vice-chair from among its membership to manage the meetings. The election shall occur at the Board's first meeting and thereafter at its first meeting at the beginning of each fiscal year. The chair and vice-chair shall serve for one (1) year. The Board shall be subject to the requirements of Nevada Revised Statutes Chapter 241, Open Meeting Laws. A majority of the Board constitutes a quorum for the conduct of business and a majority of the quorum is necessary to act on any matter.

2.5. Bylaws. The Board shall adopt bylaws or procedural rules necessary to carry out its functions and duties in an efficient and orderly manner.

2.6. Meetings. The Board shall hold a minimum of one meeting per fiscal year.

2.7. Duties. The Advisory Board shall review reports, evaluations, and recommendations of the Regional Emergency Medical Services Oversight Program, discuss issues related to regional emergency services, and make recommendations including:

- a. Make recommendations to the District Health Officer and/or the District Board of Health related to performance standards and attainment of those standards, medical protocols, communication, coordination, and other items of importance to a high performing Regional Emergency Medical Services System, and providing for concurrent review and approval by RENO, SPARKS and WASHOE; a uniform system shall be maintained for the region whenever possible.

ARTICLE 3 Fiscal Year

3.1 Definition. The fiscal year shall be July 1 through June 30.

ARTICLE 4 Duties of the Parties

4.1. Participation: RENO, SPARKS, WASHOE and FIRE shall participate in the Regional Emergency Medical Services Medical Oversight Program by:

- a. Providing information, records, and data on Emergency Medical Services dispatch and response from their respective Public Safety Answering Points (PSAPs) and Fire Services for review, study and evaluation by DISTRICT.
- b. Participating in working groups established by DISTRICT for coordination, review, evaluation, and continuous improvement of Emergency Medical Services.
- c. Participating in establishing and utilizing a Computer Aided Dispatch (CAD) – to – CAD two-way interface with REMSA which provides for the instantaneous and simultaneous transmission of call-related information for unit status updates;
- d. Working cooperatively with DISTRICT to provide input to the development of the Five Year Strategic Plan and to ensure consistent two-way communication and coordination of the Emergency Medical Services System between RENO, SPARKS, WASHOE, FIRE, and REMSA in the future as technologies, equipment, systems, and protocols evolve;
- e. Participating on the Regional Emergency Medical Services Advisory Board;
- f. Striving to implement recommendations of DISTRICT, or submitting those recommendations to their governing bodies for consideration and possible action if determined necessary and appropriate by the respective managers; and
- g. Submitting recommendations regarding the Emergency Medical Services System to DISTRICT for implementation or for consideration and possible action by the District Board of Health if determined necessary and appropriate by the District Health Officer.

ARTICLE 5

Concurrent Review

5.1. The DISTRICT shall coordinate a concurrent review of the status of the Regional Emergency Medical Services by REMSA with RENO, SPARKS WASHOE and FIRE prior to the approval of any modifications or Resolution to the Franchise Agreement and prior to any extension of the franchise period.

ARTICLE 6

Miscellaneous Provisions

6.1. 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.

6.2. Assignment. The parties shall not assign, sublet or transfer any interest or service in this Agreement, or which arises out of this Agreement, without the written consent of the other parties.

6.3. 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.

6.4. 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 the parties unless executed in writing by each of the parties.

6.5. 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.

6.6. 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:

Washoe County Health District
District Health Officer
P.O. Box 11130
Reno, NV 89520

City of Reno
City Manager
PO Box 1900
Reno, NV 89505

City of Sparks
City Manager
431 Prater Way
Sparks, NV 89431

Truckee Meadows Fire District
Fire Chief
P.O. Box 11130
Reno, NV 89520

Washoe County
County Manager
P.O. Box 11130
Reno, NV 89520

6.7. Indemnification. Each party agrees to indemnify and save and hold the other party harmless from any and all claims, causes of action or liability arising directly from such party's negligence or wrongful misconduct during the performance of this Agreement. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

6.8. Limitation of Liability. The parties will not waive and intend to assert any available remedy and liability limitation set forth in Chapter 41 of the Nevada Revised Statutes, and any and all applicable laws or case law.

6.9. Compliance with Law. The parties shall comply with all local, state, and federal law in the implementation of this Agreement in particular the provisions of the Privacy Rule of HIPAA as applicable.

IN WITNESS WHEREOF, the parties have executed this Agreement of the day and year below noted.

WASHOE COUNTY HEALTH DISTRICT

By _____ Date _____

Attest:

By _____ Date _____

CITY OF RENO

By _____ Date _____

Attest:

By _____ Date _____

CITY OF SPARKS

By _____ Date _____

Attest:

By _____ Date _____

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

By _____ Date _____

Attest:

By _____ Date _____

WASHOE COUNTY

By _____

Date _____

Attest:

By _____

Date _____