

Washoe County



Health District

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NOTICE OF CONCURRENT MEETING AND AGENDA

**Sparks City Council, Reno City Council, Washoe
 County Commission and Washoe County District Board of Health**

8:30 AM, Monday, February 10, 2014

Reno City Council Chamber, One East First Street, Reno, NV 89501

All items numbered or lettered below are hereby designated **for possible action** as if the words “for possible action” were written next to each item (NRS 241.020). An item listed with asterisk (*) next to it is an item for which no action will be taken.

Time	Agenda Item No.	Agenda Item
8:30 AM	*1.	Call to Order.
	*2.	Pledge of Allegiance.
	*3.	Roll Call.
Public Comment	*4	Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the District Board of Health agenda. The Board will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission, Sparks City Council, Reno City Council, and the Washoe County District Board of Health as a whole.
	5.	Approval of the Agenda – Consideration of taking items out of sequence, deleting items, and adding items which require action upon a finding that an emergency exists. (For Possible Action)
	*6.	Staff Report: Rules of procedure for joint regional meetings of Washoe County, the City of Reno and the City of Sparks. [Reno]
	7.	Staff Report: Presentation, discussion, and potential approval of the following: A) A Principles of Agreement for the Regional Emergency Medical Services Authority Franchise Agreement, and B) A Resolution directing the Washoe County Health

Time	Agenda Item No.	Agenda Item
		District to establish and maintain a Regional Emergency Medical Services Oversight Program to provide for oversight of all emergency medical services provided by the City of Reno, the City of Sparks, the County of Washoe and the Regional Emergency Medical Services Authority; and providing other matters properly relating thereto. These agreements will incorporate the Emergency Medical Services Working Group's proposed solutions to the recommendations from the 2013 TriData Emergency Medical Systems Analysis Final Report. (For Possible Action) [Sparks]
Comments	8.	Comments from the Councils, Commissions, Boards, Managers and District Health Officer.
	*9.	Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Commission agenda. The District Board of Health will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission, Sparks City Council, Reno City Council and the Washoe County District Board of Health as a whole.
	10.	Adjournment. (For Possible Action)

Business Impact Statement: A Business Impact Statement is available at the Washoe County Health District for those items denoted with a "\$."

Items on the agenda may be taken out of order, combined with other items, withdrawn from the agenda, moved to the agenda of another later meeting; moved to or from the Consent section, or they may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Items listed in the Consent section of the agenda are voted on as a block and will not be read or considered separately unless withdrawn from the Consent.

The Reno City Council Chambers are accessible to the disabled. If you require special arrangements for the meeting, please contact the City of Reno at 334-2030, 24-hours prior to the date of the meeting.

Time Limits: Public comments are welcomed during the Public Comment periods for all matters whether listed on the agenda or not. All comments are limited to three (3) minutes per person. Additionally, public comment of three (3) minutes per person may be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

Response to Public Comments: The Board of Health can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The *Open Meeting Law* does not expressly prohibit responses to public comments by the Board of Health. However, responses from the Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board of Health will consider, Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for Health District Staff action or to ask that a matter be listed on a future agenda. The Board of Health may do this either during the public comment item or during the following item: "Board Comments – Limited to Announcement or Issues for future Agendas."

Pursuant to NRS 241.020, Notice of this meeting was posted at the following locations:

Washoe County Health District, 1001 E. 9th St., Reno, NV

Reno City Hall, 1 E. 1st St., Reno, NV

Sparks City Hall, 431 Prater Way, Sparks, NV

Washoe County Administration Building, 1001 E. 9th St, Reno, NV

Washoe County Health District Website www.washoecounty.us/health

Supporting materials are available to the public at the Washoe County Health District located at 1001 E. 9th Street, in Reno, Nevada. Ms. Dawn Spinola, Administrative Secretary to the District Board of Health is the person designated by the Washoe County District Board of Health to respond to requests for supporting materials. Ms. Spinola is located at the Washoe County Health District and may be reached by telephone at (775) 328-2415 or by email at dspinola@washoecounty.us. Supporting materials are also available at the Washoe County Health District Website www.washoecounty.us/health pursuant to the requirements of NRS 241.020.

STAFF REPORT

Date: February 3, 2014
To: District Board of Health
From: Kevin Dick, District Health Officer
Subject: Staff Report: Rules of procedure for joint regional meetings of Washoe County, the City of Reno and the City of Sparks. [Reno]

See attached Staff Report from City of Reno.

Attachments:

- Item 6 - Staff Report Joint Meeting Rules and Procedures (PDF)
- Item 6 - Staff Report Joint Meeting Rules and Procedures - Attachment - Rules of Procedure For Joint Regional Meetings - Approved Jan 2007 (PDF)

STAFF REPORT

February 10, 2014

To: Washoe County Commission, Reno City Council, Sparks City Council
 From: Cadence Matijevich, City of Reno Assistant City Manager
 Through: Andrew Clinger, City of Reno City Manager
 Re: **Rules of Procedure for Joint Regional Meetings of Washoe County, the City of Reno and the City of Sparks (Informational Item Only)**

Summary: On February 5, 2007, the Washoe County Commission, Reno City Council and Sparks City Council each took action to adopt amendments to the Rules of Procedure for Joint Regional Meetings of Washoe County, the City of Reno and the City of Sparks (Rules). The Rules are included with this report as Attachment A. Given the length of time since the last action taken with respect to the Rules, staff felt it appropriate to bring them forward as an informational item. Staff wishes to ensure that each member of the three governing bodies is aware of the existence and content of the Rules.

Background: The Rules were first adopted **February 4, 2004** and were last amended February 5, 2007.

Discussion: In accordance with Section 6 of the Rules, *Changes to Rules*, changes to the Rules may be suggested by any elected official, City or County Manger, City Attorney or District Attorney. The changes requested shall be in writing to the City and/or County Managers. The Mayors and Commission Chair will meet to consider and/or amend the requested change(s). Rule changes will be presented at a joint meeting for formal action prior to becoming effective. Rule changes shall only be made upon the approval of all three entities of a written agenda item.

Three Regular Sessions of the Nevada Legislature have been held since the last review of the Rules. In each of those Session changes to Nevada Revised Statutes Chapter 241 – Meetings of State and Local Agencies (Open Meeting Law) were enacted. As a best practice, the Rules should be reviewed for compliance with Open Meeting Law following each Regular Session of the Legislature and/or upon release of any new edition of the Attorney General’s Nevada Open Meeting Law Manual.

Joint Meetings are permitted. Section 5.12 of the 2012 Nevada Open Meeting Law Manual entitled “Meetings held with another public body” states:

Whenever a quorum of a public body gathers and collectively discusses, deliberates or takes action on matter over which the body has supervision, control, jurisdiction, or advisory power, a meeting of that body takes place within the meaning of NRS 241.015(2) even if the public body is meeting with another public body at the same time and place. A meeting of two or more public bodies must be conducted in accordance with the Open Meeting Law and each public body must give notice of its meeting even if the meeting is also publicly noticed as a meeting of another public body. *See Op.Nev. Att’y No. 2001-05 (March 14, 2001)*. Notice of meeting of each public body may utilize one agenda, combined to indicate to the public that two or more public bodies are meeting and may take action separately.

It is recommended that governing bodies holding meetings with another public body determine if they desire to hold joint meetings or concurrent meetings, governing procedures and preferred agenda format, including how public comment will be heard under the options provided by the Open Meeting Law.

Fiscal Impact: None at this time.

Recommendation: This is not an agenda item for action and is provided as an informational item. Should one or more of the governing bodies wish to request that a review of the Rules be conducted they would need place an action item on a future agenda for purposes of providing direction to their Manager or City Attorney/District Attorney (as applicable). Such direction and/or request(s) should be made in accordance with each governing body’s respective processes and procedures for providing such direction/making such a request.

RULES OF PROCEDURE FOR JOINT REGIONAL MEETINGS OF
WASHOE COUNTY, THE CITY OF RENO AND THE CITY OF SPARKS
Approved January 2007

1. **General Rules**

- 1.1 **Applicability:** The following Rules of Procedure shall be used for joint meetings of the City of Reno, City of Sparks and Washoe County. They may be suspended or modified by action of all three agencies.
- 1.2 **Meetings to be Public:** All joint meetings shall be open to the public and shall be posted in accordance with the Open Meeting Law. The agenda will be completed and posted by the City Clerks and County Clerk.
- 1.3 **Journal of Proceedings:** An account of all proceedings of the joint meeting shall be kept by the City and County Clerks of each agency. The County Clerk is asked to prepare the meeting minutes. The minutes of all meetings shall be entered into the official records of each agency.
- 1.4 **Attendance:** The City Attorney of each city, or his/her representative, and the County District Attorney, or his/her representative, shall attend all meetings. The City Clerks and the County Clerk, or their representative, shall attend all meetings. The City Managers and the County Manager, or their representative, shall attend all meetings. The elected officials shall attend the meetings, and action may only be taken if a quorum of the body is present. Additionally, one member of the Washoe County School District Board of Trustees shall be invited to attend the meetings.
- 1.5 **Location of Meetings:** Joint meetings shall be held at the Washoe County Commission Chambers unless a change is made by a majority vote of the Mayors and Commission Chair. A retreat or workshop may be held at an alternate location approved by the Mayors and Commission Chair.
- 1.6 **Meetings:**
- Quarterly Meetings:** Quarterly meetings will be held the first Monday of the second month of each calendar quarter, except as modified by the Mayors and Commission Chair to avoid conflicts with other regularly scheduled meetings, conflicts with attendance, holidays, and/or the standing rules of procedure of each agency. Quarterly meetings shall begin promptly at 8:30 a.m. and every attempt will be made to adjourn no later than 11:00 a.m.

- Special Meetings:** All special meeting dates, times, and agenda items will be determined by consensus of the Mayors and Commission Chair. Special meetings may be called to meet with the members of other agencies or governmental entities as determined by consensus of the Mayors and Commission Chair. The Mayors and Commission Chair may also call for a retreat as a special meeting.
- 1.7 **Rotation of Meeting Chair:** The Meeting Chair will rotate, with Washoe County chairing the first quarterly meeting. The Chair will then rotate to the City of Sparks and then to the City of Reno. The rotation will then follow in succession unless modified by a majority vote of the Mayors and Commission Chair.
- 1.8 **Security:** Washoe County will provide security during the meetings, and security personnel shall be present in the Chambers at all times during the meeting.
2. *Agenda Rules*
- 2.1 **Submission and Number of Agenda Items:** The City of Reno, City of Sparks and Washoe County will each be allowed to submit two agenda items. Of the two items submitted, only one item may be an action item requiring a vote. The maximum number of agenda items will be six. Items on the agenda will be identified by name of the entity requesting the item. Items from other agencies or the public must be submitted as an agenda item by Reno, Sparks or Washoe County.
- 2.2 **Order of Business:** The order of the items shall be rotated, with the Chair determining the first item to be heard. All action items shall be heard before other items. Every attempt will be made to hear all action items. If an action item is not heard due to time constraints, the entity submitting the item will have the option to have this item heard first at the next quarterly meeting or call for a special meeting.
- 2.3 **Order of Agenda:** The agenda for quarterly meetings shall be in the following sequence, unless modified by a vote to amend the agenda:
1. Call to Order at 8:30 a.m.
 2. Pledge of Allegiance - to be led by a person designated by the Chair
 3. Roll Call - separately by Reno, Sparks and Washoe County Comments from the Public on any agenda item or comments not related to items appearing on the agenda
 4. Approval of the Agenda
 5. Approval of any Minutes

6. Action Items -maximum of three
 7. Non-action Items - maximum of six total agenda items
 8. Adjournment - no later than 11:00 a.m.
3. ***Public Comment and Citizen Rights***
 - 3.1 **Public Comment:** Public comment shall be provided at all joint meetings as a specific time for any member of the public to comment on any agenda item or make any general comment. Any person desiring to address the meeting shall first secure the permission of the Chair to speak. This will be done by completing a "Request to Speak" form available at the entrance to the Chamber or from the County Clerk. When called by the Chair, the speaker shall give his/her name and begin speaking in a audible tone to the Chair. The speaker will have three minutes to present any comments to the Chair. Additional Public Comment on specific agenda items will be limited to a three-minute time limit per person after each agenda item and must be related to the specific agenda item.
 - 3.2 **Written Comment:** Interested parties are encouraged to submit written communications for the joint meetings. Written comments are needed seven days prior to the meeting to allow for distribution of the materials to the bodies. Written materials shall be directed to the City and County Clerks.
 - 3.3 **Disruptive Behavior:** Any person who willfully disrupts the meeting to the extent that its conduct is made impractical may be removed from the meeting by order of the Chair, providing the person has been warned by the Chair to stop the disruptive behavior and told the continuance of the conduct will subject the person to removal from the Chamber.
 4. ***Duties of the Mayors, Commission Chair and City/County Managers***
 - 4.1 **Agenda Setting Meeting:** A quarterly Chair meeting of the Mayors and Commission Chair will occur not less than three weeks prior to the date of the joint meeting. At this meeting, the City and County Managers will present proposed agenda items and reports for consideration by the Mayors and Commission Chair. All items will be determined by the entity manager, with input from elected Council and Commission members; the items will indicate action or non-action status. The Mayors and Commission Chair will select the agenda items for inclusion in the agenda by consensus. Items failing to win consensus will not be included in the agenda. A preliminary meeting agenda will be prepared within five days of the agenda-setting meeting for final approval by the Mayors and Commission Chair. The agenda shall be considered final upon a consensus vote of the Mayors and Commission Chair. The final agenda will be distributed to the

- City and County Managers and City and County Clerks for posting and processing of the agenda and all agenda materials.
- 4.2 **Distribution of Agenda Materials:** The final agenda and all written materials and reports shall be distributed to all City Council and County Commission members at least seven days prior to the posted meeting date. The agenda materials will also be available to the public. The agenda will be prepared and distributed by the staff of the current Chair.
5. *Duties of the Chair*
- 5.1 **Duties of the Chair:** The Chair shall be the presiding officer for the meeting. The Chair shall determine all Rules of Order and manage the conduct of the meeting.
- 5.2 **Motions and Legislative Actions:** The Chair will accept motions from the members present and obtain a second on all motions. Following the successful motion the Chair may call for discussion. Discussion is limited to each elected official speaking once, if necessary; to question or understand the motion before the body. The Chair will then refer the motion to the presiding members of each body individually for voting. Individual action by each body is required for approval of the item. All three agencies must agree to the motion or the effect of the motion will affect only those approving the motion. Following the voting, the Chair will again preside over the agenda.
6. *Changes to Rules*
- 6.1 **Rule Changes:** Rule changes may be suggested by any elected official, City or County Manager, City Attorney, or the District Attorney. The changes requested shall be in writing to the City and/or County Managers. The Mayors and Commission Chair will meet to consider and/or amend the requested change(s). Rule changes will be presented at a joint meeting for formal action prior to becoming effective. Rule changes shall only be made upon the approval of all three entities of a written agenda item.

STAFF REPORT

Date: February 3, 2014

To: District Board of Health

From: Kevin Dick, District Health Officer

Subject: **Staff Report (For Possible Action): Presentation, discussion, and potential approval of the following: A) A Principles of Agreement for the Regional Emergency Medical Services Authority Franchise Agreement, and B) A Resolution directing the Washoe County Health District to establish and maintain a Regional Emergency Medical Services Oversight Program to provide for oversight of all emergency medical services provided by the City of Reno, the City of Sparks, the County of Washoe and the Regional Emergency Medical Services Authority; and providing other matters properly relating thereto. These agreements will incorporate the Emergency Medical Services Working Group's proposed solutions to the recommendations from the 2013 TriData Emergency Medical Systems Analysis Final Report. [Sparks]**

See attached Staff Report from City of Sparks.

Attachments:

- Item 7 - 20140123 Concurrent Meeting 02 10 2014 EMS Agenda Staff Report (FINAL) (PDF)



**NOTICE OF CONCURRENT MEETING AND AGENDA – SPARKS CITY COUNCIL, RENO CITY COUNCIL,
WASHOE COUNTY COMMISSION AND WASHOE COUNTY DISTRICT BOARD OF HEALTH**

**February 10, 2014
Reno City Council Chambers**

<p>Title: Presentation, discussion, and potential approval of the following:</p> <p>A) A Principles of Agreement for the Regional Emergency Medical Services Authority Franchise Agreement, and</p> <p>B) A Resolution directing the Washoe County Health District to establish and maintain a Regional Emergency Medical Services Oversight Program to provide for oversight of all emergency medical services provided by the City of Reno, the City of Sparks, the County of Washoe and the Regional Emergency Medical Services Authority; and providing other matters properly relating thereto.</p> <p>These agreements will incorporate the Emergency Medical Services Working Group’s proposed solutions to the recommendations from the 2013 TriData Emergency Medical Systems Analysis Final Report. [FOR POSSIBLE ACTION]</p>
<p>Presenter: Shaun D. Carey, City of Sparks - City Manager, as Chairman of the Emergency Medical Services Working Group</p>
<p>Recommendation: The elected bodies of the Concurrent Meeting individually approve the full development of an updated Franchise Agreement between the Washoe County District Board of Health and the Regional Emergency Medical Services Authority as proposed by the Emergency Medical Services Working Group and direct the local government entities legal staff to prepare final legal agreements to match the Principles of Agreement for the Regional Emergency Medical Services Authority Franchise Agreement and the amended Inter-Local Agreement concerning the Washoe County Health Department.</p>
<p>Financial Impact: N/A</p> <p>Budget Plan:</p> <p>Account: Program: Cost: None</p>
<p>Business Impact (Per NRS 237)</p> <p><input type="checkbox"/> A Business Impact Statement is attached.</p> <p><input checked="" type="checkbox"/> A Business Impact Statement is not required because this is not a rule.</p> <p><input type="checkbox"/> A Business Impact Statement is not required. This is a rule but does not impose a direct and significant economic burden on a business, or directly restrict the formation, operation or exemption of a business.</p> <p><input type="checkbox"/> A Business Impact Statement is not required. Thus is a rule but emergency action is necessary to protect the public health and safety (requires a unanimous vote of the City Council and cannot be in effect for more than six months).</p>
<p>Agenda Item Brief:</p> <p>During the February 10, 2014 Concurrent Meeting, participants will receive a status report and recommendations for the next steps from the Emergency Medical Services Working Group (EMS WG), including progress on previous direction related to recommendations from the 2012 TriData Emergency Medical Systems Analysis Final Report</p>

Attachment: Item 7 - 20140123 Concurrent Meeting 02 10 2014 EMS Agenda Staff Report (FINAL) (3270 : EMS)

(TRIDATA STUDY).

The members of the Working Group membership include: the Managers from the City of Reno, the City of Sparks, and Washoe County; the Health Officer from the Washoe County Health District; the Fire Chiefs from the City of Reno, the City of Sparks, the Truckee Meadows Fire Protection District (TMFPD - inclusive of the Sierra Fire Protection District), and the North Lake Tahoe Fire Protection District (NLTFPD); the Washoe County Sheriff (WCSO); the CEO and President of the Regional Emergency Medical Services Authority (REMSA); and the other agency staff as requested desired by the working group principals.

The stated policy direction to the EMS WG was to address the 38 recommendations provided in the TRIDATA STUDY.

The end products developed by the EMS WG are: (1) A Principles of Agreement document for the reworking of the EMS Franchise Agreement, and (2) An updated Inter-Local Agreement between the local government entities to address and provide authorities for local government medical oversight; inter-agency communications; and performance of the providers of Emergency Medical Services in the region.

Background:

PREVIOUS ACTION

- **August 2010**: Washoe County BCC directed staff to convene a multi-stakeholder Emergency Medical Services Task Force.
- **December 2010**: Washoe County BCC provided direction on the membership of the Task Force.
- **September 2011**: Washoe County BCC approved the multi-stakeholder EMS Task Force recommendation to select TriData Division, System Planning Corporation to conduct a comprehensive analysis of the county-wide emergency medical system.
- **October 2012**: (Joint Meeting) direction on three key points regarding the Emergency Medical System in Washoe County (from TRIDATA STUDY):
 - o "Fix Dispatch" (note: at least 10 TriData recommendations related to Dispatch);
 - o Open the REMSA Franchise Agreement: specifically invite REMSA to participate with Reno, Sparks and Washoe County in the franchise negotiation;
 - o Develop an EMS Agency that has authority and oversight in Reno, Sparks and Washoe County.
- **October 2012**: District Board of Health: directed Washoe County Health District staff to take the lead on reviewing and implementing the appropriate recommendations from the recent stakeholder task force and working with partners at the Cities and County to bring recommendations back to the District Board of Health.
- **November 2012**: Reno City Council - directed staff to work on implementation of appropriate TriData recommendations where the City has authority for implementation, and to work with the Health District in implementation of those recommendations.
- **November 2012**: Washoe County Manager, Reno City Manager, Sparks City Manager

and District Health Officer met to discuss the next steps in the EMS review process, including the three key points outlined at the October 18, 2012 meeting. Established EMS Working Group with Managers and Fire Chiefs.

- **December 2012**: Sparks City Council - directed staff to work with Health District Staff and partners at the cities and counties on reviewing and implementing the appropriate recommendations from the recent stakeholders' task force and TRIDATA STUDY.
- **December 2012**: District Board of Health - letter inviting REMSA to participate in discussions with the goal of addressing concerns and establishing amendments to the REMSA Franchise Agreement.
- **December 28, 2012**: REMSA response - Committed to working with DBOH and public entities, participated in discussions with the goal of addressing concerns and establishing amendments to the REMSA Franchise Agreement. Additionally, REMSA asks for discussion on "unaddressed issues:" co-response, 911 medical dispatches, quality assurance, medical direction, and other areas of the EMS system.
- **February 11, 2013**: (Concurrent Meeting) - report on progress and direction on three key points regarding the Emergency Medical System in Washoe County (from TRIDATA STUDY): Presentation by Dr. Cohen on the TRIDATA STUDY was provided. Update on the progress of the EMS working group was provided. Specifically, Sheriff Mike Haley reviewed the actions of the Dispatch working group, and Cad to Cad link. Jim Gubbels presented, briefly discussed the Washko report, and stated REMSA was eager to begin working on the issues. Washoe County, City of Sparks and District Board of Health voted that County Manager, the City Managers for Reno and Sparks, and the District Health Officer continue to work on implementing the 38 recommendations as appropriate. City of Reno was unable to vote on this item due to not having any action items placed on their agenda. They voted February 28 that County Manager, the City Managers for Reno and Sparks, and the District Health Officer continue to work on implementing the 38 recommendations as appropriate.
- **February 2013 – January 2014**: The EMS WG conducted numerous sessions for the purpose of addressing the TRIDATA STUDY's 38 recommendations. The EMS WG have reached agreement on the high-level details to update the current Franchise Agreement between the Washoe County District Board of Health and REMSA for the purpose of providing an exclusive right to provide, through an exclusive agreement, Emergency Medical Transportation Services (currently ground and rotary wing ambulance services). The end products developed by the EMS WG are: (1) A Principles of Agreement document for the reworking of the EMS Franchise Agreement, and (2) an updated Inter-Local Agreement between the local government entities to address and provide authorities for local government medical oversight; interagency communications; and performance of the providers of Emergency Medical Services in the region. A Summary of Recommendations matrix was created to assure the TRIDATA STUDY's 38 recommendations were addresses and resolved in one or both of the proposed documents above.
- **June 10, 2013**: (Concurrent Meeting) – Status report on EMS WG progress on previous direction including areas which require further negotiation, seeking direction on how to proceed with REMSA negotiations and addressing TRIDATA STUDY's 38 recommendations. Presentations were provided by Mr. Shaun Carey and Sheriff Mike

Haley. Washoe County, City of Reno, City of Sparks, and the District Board of Health voted that the EMS working group reach an updated agreement with REMSA within 120 days and continue to address the TRIDATA STUDY's 38 recommendations. Subsequent to this action, an additional 120 days was provided to reach agreement through separate actions of these bodies during September 2013.

Background:

In 2011, a Multi-Stakeholder Emergency Medical System Task Force which included citizens, and representative from REMSA, State EMS, the Board of Health, emergency room physicians and fire agencies from throughout the region recommended TriData Division, System Planning Corporation to conduct a comprehensive analysis for the county wide emergency medical system. The Task Force was charged with the following:

- Develop a scope of services for the EMS system analysis;
- Develop recommendations to determine an outside agency to conduct inclusive/comprehensive performance audit of EMS delivery;
- Develop minimum performance measures;
- Identify benchmark metrics/reporting structure for data sharing.

The TriData Emergency Medical Services Systems Analysis Final Report was completed and submitted August 2012. The report provides an executive summary, the body of the report, and a summary of recommendations. The initial presentation was given to the Board of County Commissioners on August 28, 2012.

A subsequent presentation was given on October 18, 2012 to a meeting that included the District Board of Health, the City of Reno and the Board of County Commissioners. During that meeting, both the City of Reno and the Washoe County Commission gave direction to focus on the following key priorities from the TriData recommendations:

- "Fix" Dispatch;
- Open the REMSA Franchise Agreement: specifically invite REMSA to participate; with Reno, Sparks and Washoe County in the franchise negotiation;
- Develop an EMS Agency that has authority and oversight in Reno, Sparks and Washoe County.

The District Board of Health met on October 25, 2012 and approved the following motion:

- Direct the Health District staff to begin taking the lead on reviewing and implementing the appropriate recommendations from the recent stakeholder's taskforce and working with our partners at the cities and counties to bring recommendation back to the District Board of Health.

The City of Sparks met on December 10, 2012 and approved the following motion:

- Direct staff to work with the Health District staff and our partners at the cities

and counties on reviewing and implementing the appropriate recommendations from the recent stakeholder's task force and the TRIDATA STUDY.

The direction given to the Working Group previously included:

REMSA Franchise Agreement:

- Improved patient care, greater administrative and operational transparency, and improved oversight are key elements for discussion.
- Integration of ambulance services with Public Safety Operations is needed to ensure the high level of service our community receives today and well into the future. EMS is the extension of medical care outside of the hospital and ensuring patient care is the forefront of all medical action taken. EMS needs to be a seamless component of public safety to ensure all emergency services are integrated to assure the best function of all systems.
- Work with various stakeholders to recommend changes that will improve patient care to the citizens within the respective jurisdictions.
- Negotiate an updated Franchise Agreement to provide a new contract-based system that will move our region forward and resolve many of the long standing issues that need change.
- Carefully balance the system in place today with our primary goal of improving the EMS system for the future.

Dispatch: As recommended by Dr. Cohen of TriData, "fixing dispatch" is a top priority. The system should be integrated through either a common dispatch system (Tiburon) or virtual CAD-to-CAD communications occurring two-way in real time. Place all public safety components on an integrated platform. Assure that police officers, paramedics, firefighters and dispatchers are all within an integrated system.

EMS Agency Authority and Oversight: Create a lead EMS Agency to provide oversight over the entire Regional EMS System, while maintaining the organizational identity of the individual provider services. Provide for enhanced integration and coordination of the Regional EMS System. Establish standards and monitor performance to ensure quality patient care.

Analysis:

Proposed Recommendations of the Emergency Medical Services Working Group

The Working Group has focused on the implementation of solutions in this matter with input from all parties. The resolutions recommended move Public Safety forward in our region and provide for improved patient care and oversight. However, the most important outcome is that we have a process for communication and inclusive leadership in the future. The proposed recommendations of the Emergency Medical Services Working Group are outlined in the "SUMMARY OF RECOMMENDATIONS" (Attachment 1) referencing the sections and page numbers for each proposed recommendation solution in the updates to the Franchise Agreement between the Washoe County District Board of Health and the Regional Emergency

Medical Services Authority (Attachment 2) and/or the Resolution for the Inter-Local Agreement between the City of Reno, the City of Sparks, and Washoe County (Attachment 3). Your action today will put in motion development of final documents for your consideration at the May ___ Concurrent Meeting, and allow for a July 1st implementation of a new model of Emergency Medical Services.

Alternatives:

1. The elected bodies of the Concurrent Meeting may individually approve the full development of an updated Franchise Agreement between the Washoe County District Board of Health and the Regional Emergency Medical Services Authority as proposed by the Emergency Medical Services Working Group and direct the Washoe County District Attorney's Offices to prepare final legal agreements to match the Principles of Agreement for the Franchise Agreement and approve the full development of an Inter-Local Agreement Concerning the Regional Emergency Medical Services Oversight Program.
2. The elected bodies of the Concurrent Meeting may individually not approve the proposed solutions provided by the Emergency Medical Services Working Group and provide other direction to their individual Managers.

Recommended Motion:

Part (A): A Motion to implement the changes to the current Franchise Agreement and resolve remaining issues:

"I move to approve the full development of an updated Franchise Agreement between the Washoe County District Board of Health and the Regional Emergency Medical Services Authority as proposed by the Emergency Medical Services Working Group and direct the Washoe County District Attorney's Offices to prepare final legal agreements to match the Principles of Agreement to the Franchise Agreement."

Part (B): A Motion to fully develop an Inter-Local Agreement concerning the Regional Emergency Medical Services Oversight Program:

"I move to approve the full development of an Inter-local Agreement concerning the duties and responsibilities of the entities participating in the Regional Emergency Medical Services Oversight Program."

Respectfully submitted by: Shaun D. Carey, Sparks City Manager

Approved:

Shaun D. Carey, City Manager

SUMMARY OF RECOMMENDATIONS

The following represents the unanimous consensus from the member agencies of the Emergency Medical Services Working Group.

No.	Recommendation
1	<p>Gerlach VFD should consider the possible benefits for charging fees for EMS transportation. Alternatively, they could make an agreement with REMSA for partial reimbursement.</p> <p>Not Addressed à To be addressed by policy direction from the WC/BCC</p>
2	<p>All Emergency Dispatch Centers within Washoe County should begin to collect data on arrival at patient side. They should also collect data on the time that either CPR is started or an AED is deployed.</p> <p>Principles of Agreement 3.b. à pg. 17 [of the February 10 staff report] Resolution for Inter-Local Agreement Section I.C.1. à pg. 22</p>
3	<p>Reno EComm (and successor organizations) and the Departments with volunteer fire services should develop a technological solution to decrease the impact of dispatch delays.</p> <p>To be addressed by policy direction from the WC/BCC or WC Fire District Board</p>
4	<p>Review the incident reporting procedures between REMSA and all Fire Protection Districts and implement a unique identifier that allows for the reporting, integration, and analysis of an entire incident and not just the respective department's performance.</p> <p>Principles of Agreement 3.a. à pg.17 Resolution for Inter-Local Agreement Section I.C.3. à pg. 22</p>
5	<p>Create a lead EMS Agency, under the District Board of Health (and County Health Officer) to provide oversight over the entire EMS system, while maintaining the organizational identity of the individual provider services. This system should include a county EMS Manager, EMS Medical Director, and sufficient staff to provide regulation and oversight of access, clinical care, administration, quality management, education and training, disaster management, and evaluation. All organizations from PSAPs to healthcare systems that provide EMS in Washoe County should be part of the county-wide system.</p> <p>Medical Direction will be provided by the Medical Director of each agency in accordance with NRS 450B. DBOH oversight will provide for the coordination and integration of medical direction for the Regional Emergency Medical Services System.</p> <p>Resolution for Inter-Local Agreement Section I. à pg. 20</p>

No.	Recommendation
6	<p>Create a lead EMS Agency, under the District Board of Health (and County Health Officer) to provide oversight over the entire EMS system, while maintaining the organizational identity of the individual provider services. This system should include an EMS Manager, EMS Medical Director, and sufficient staff to provide regulation and oversight of access, clinical care, administration, quality management, education and training, disaster management, and evaluation. All organizations from PSAPs to healthcare systems that provide EMS in Washoe County should be part of the county-wide system. Alternatively, oversight could be provided by another Washoe County public safety agency.</p> <p>Medical Direction will be provided by the Medical Director of each agency in accordance with NRS 450B. DBOH oversight will provide for the coordination and integration of medical direction for the Regional Emergency Medical Services System.</p> <p>Resolution for Inter-Local Agreement Section I. A. 1. à 20</p>
7	<p>Under no circumstances should the county, any city, or any fire protection district agree to provide an EMS contractor a government subsidy, or stipend to provide service.</p> <p>Principles of Agreement 1.j. à pg. 14</p>
8	<p>The DBOH should be given the authority to, and appoint an EMS Medical Director with oversight and authority over the quality of care for the entire system. The EMS Medical Director would report to the District Health Officer, and could be a classified or contracted employee.</p> <p>Medical Direction will be provided by the Medical Director of each agency in accordance with NRS 450B. DBOH oversight will provide for the coordination and integration of medical direction for the Regional Emergency Medical Services System.</p> <p>Resolution for Inter-Local Agreement Section I.A.1.b. à pg. 20</p>
9	<p>Work to assure the passage of legislation or administrative regulation providing legal protection to all constituents participating in local EMS quality management programs.</p> <p>Resolution for Inter-Local Agreement Section I. A. 1. c. à pg. 20</p>
10	<p>Accept the listed qualifications for the position of County EMS Medical Director.</p> <p>Resolution for Inter-Local Agreement Section I. A. 1. à pg. 20</p> <p>Subject to recruitment of the position. à will require a detailed Washoe County Job Description</p>
11	<p>Rename the PMAC as the EMS Medical Director Task Force to be chaired by the County EMS Medical Director. The task force would be advisory in nature.</p> <p>Resolution for Inter-Local Agreement Section I. A. 1. à pg. 20 and Section I. B. 1. à pg. 21</p> <p>The consensus of the group is the Regional Emergency Medical Services Oversight Program will provide for the coordination and integration of medical direction for the Regional Emergency Medical Services System and may use the PMAC, which is a private not-for-profit entity, to provide some consultative information as requested.</p>

No.	Recommendation
12	<p>Within the Washoe County District Board of Health (or selected lead EMS agency), create a data management program to generate valid, reliable, accurate, and timely information to describe the entire EMS event for the county and provide real time feedback to response agencies and the community. Cooperate with other public health and public safety and community resources to produce injury and illness surveillance reports that can be used to focus EMS efforts.</p> <p>Principles of Agreement 2.b. à pg. 16 Principles of Agreement 3.a., b., c. à pg.17 Resolution for Inter-Local Agreement Section I. C. 1. à pg. 22</p>
13	<p>Combine 9-1-1/dispatch centers into one central county-wide resource so that all data is collected in one central location with singular methodology. Alternatively, develop a virtual consolidation between dispatch centers using a universal CAD or type of CAD for the county.</p> <p>Principles of Agreement 2.b.ii. à pg. 17 Resolution for Inter-Local Agreement Section I. C. 1. à pg. 22</p>
14	<p>Implement a countywide EMS Records Management System that links CAD and dispatch data, and provides the necessary information so that system managers can make informed decisions about the EMS system based on fractile response data.</p> <p>Principles of Agreement 2.b.ii. à pg. 16 Resolution for Inter-Local Agreement Section I. C. 2. à pg. 22</p>
15	<p>Implement an Automatic Vehicle Locator (AVL) program throughout the county and adopt closest forces principles.</p> <p>Principles of Agreement 2.c. à pg.17 Resolution for Inter-Local Agreement Section I. A. 1. g. à pg. 21</p>
16	<p>Place all EMS Communications on the 800MHz radio system.</p> <p>Principles of Agreement 2.a. à pg. 16 Resolution for Inter-Local Agreement Section I. C. à pg. 22</p>
17	<p>Section 1 should be redesigned to prohibit any REMSA board appointee, or their employer organization from being associated with RASI or any successor franchisees. All consumer board members should be directly appointed by the DBOH.</p> <p>Principles of Agreement 1.i.iii. à pg. 16 Principles of Agreement 1.m. à pg.16</p>
18	<p>If REMSA continues to use market analysis, it should include intra-model and extra-model comparisons. No more than seven years should elapse without conducting a full competitive bid.</p> <p>Principles of Agreement 1.k. à pg. 15</p>
19	<p>Require REMSA or the contracted agency to post a surety bond, or secure an irrevocable line of credit for at least \$1,000,000. The franchise agreement should also include a clause that upon declaration of default by the District Health Officer or DBOH, either REMSA or any service contractor cannot bring legal action to delay the DBOH's access to the funds.</p> <p>Principles of Agreement 8. à pg. 18 Remains under discussion à Suggested re-opener language to develop the details related to the possible business failure of REMSA and continuity of operations and access to the operational assets.</p>

No.	Recommendation
20	<p>The eight minute and 59 second response time requirement should be required for all calls classified by the PSAP as Charlie, Delta, or Echo (Priority 1 or 2).</p> <p>Principles of Agreement 4.a. à pg. 17</p>
21	<p>The downgrading of call priority classifications may only be done by the PSAP, PDAP, or <u>on scene first responder</u>. If the District Health Officer wishes to allow REMSA or the contracted agency the privilege of downgrading call classifications, it must occur prospectively (prior to ambulance dispatch), and include an explanation within the call software. The District Health Officer should monitor compliance and disqualify those downgrading without good reason or documentation. The DBOH annual franchise report should contain a summary of downgrade requests and determinations.</p> <p>Principles of Agreement 6.a.ii. à pg. 18 Principles of Agreement 7.b. à pg. 18</p>
22	<p>Response time compliance should be based on the entire population instead of sampling.</p> <p>Principles of Agreement 7.b. à pg. 18</p>
23	<p>Determine ambulance response time fines based on both the act of lateness and degree of lateness. Assess a \$100.00 penalty for being late and an additional \$15.28 (as per CPI changes) per minute to a maximum of \$250.00.</p> <p>Principles of Agreement 7.c. à pg. 18 Agreement that no change to penalties is needed.</p>
24	<p>Funds collected for EMS contract performance standard violations should be used to offset system wide EMS oversight costs incurred by the Washoe County DBOH.</p> <p>Principles of Agreement 1.h. à pg. 14 (possible primary fiscal resource) Principles of Agreement 7.c. à pg. 18 (possible secondary fiscal resource) To be addressed by policy direction from the WC/BCC as a possible budgetary issue. Not incorporated. Not a stable or significant source of funds for this use.</p>
25	<p>Remove the arbitration clause from Section 11. If ADR is considered, professional mediation is the method of choice. The District Board of Health should have the ultimate decision power over ambulance rate regulation.</p> <p>Principles of Agreement 9.a. à pg. 18</p>
26	<p>Require REMSA to submit their annual report to the DBOH within 90 days of the fiscal year end.</p> <p>Principles of Agreement 6.b.i. à pg. 18 Resolution for Inter-Local Agreement Section I. A. 1. f. à pg. 21</p> <p>Not feasible. Requires year-end financial close-out and financial audit. Remains at 180 days.</p>
27	<p>Cities within Washoe County should consult their legal services to provide guidance on the implications of REMSA Franchise Agreement Section 30. EMS agencies must understand that there may be no single answer to their concern.</p> <p>Principles of Agreement 8. à pg. 18 (à Suggested re-opener language to develop the details related to the possible business failure of REMSA and continuity of operations and access to the operational assets.</p> <p>Not addressed by EMS Working Group.</p>

No.	Recommendation
28	<p>Restructure REMSA to assure greater separation of the public utility oversight group (REMSA), and the contractor (RASI).</p> <p>Principles of Agreement 1.l.iii. à pg. 16 Principles of Agreement 1.m. à pg.16</p>
29	<p>The County Commissioners should authorize the District Health Board (or other lead agency) to create a countywide EMS oversight authority. The District Health Officer (or designated department head) would be responsible for day-to-day oversight. The DHOH would need a staff to accomplish this oversight.</p> <p>Principles of Agreement 5. à pg. 18 Resolution for Inter-Local Agreement Section I. à pg. 20</p>
30	<p>The chosen lead agency should appoint an EMS Staff that includes: an EMS Manager, EMS Medical Director, EMS Information Specialist, EMS Quality Manager, and EMS Education and Training Manager.</p> <p>Principles of Agreement 5. à pg. 18</p> <p>REMSA will provide education services. No Education staff. Other staffing may be reduced from recommendation to control costs.</p>
31	<p>The designated Washoe County EMS agency should enter into an agreement with REMSA for the provision of county-wide EMS Education and Training. Granting of function privileges would remain under control of the local agency and its medical director. Local agencies could “opt-out” of or augment REMSA provided education and training. Regulatory oversight of the education and training processes would be the responsibility of the Washoe County EMS Manager and EMS Medical Director. REMSA could provide these services cost-free in exchange for EMS first responder services being provided by Cities and Fire Districts.</p> <p>Principles of Agreement 5. à pg.18 Resolution for Inter-Local Agreement Section I. A. 1. c. à pg. 20</p> <p>Providing education in exchange for first responder services is not feasible under the law.</p>
32	<p>REMSA should continue to be the primary EMS transport provider for its current areas. NLTFPD and Gerlach Volunteer Fire Company should also be permitted to continue its current operation as prescribed by law or policy.</p> <p>Principles of Agreement 1.b. à pg. 13</p>
33	<p>Truckee Meadows/Sierra should continue to be served by REMSA. The current levels of first responder care should continue. After data are analyzed, a decision can be made to consider what level of care is necessary in the new Truckee Meadows/Sierra FPD. Washoe County officials should encourage agencies that may possess the necessary data to forward it to the TriData project manager for analysis.</p> <p>Principles of Agreement 1.b.--> pg. 13 Action taken by WC/BCC as Fire District Board to increase TMFPD personnel to Paramedic</p>
34	<p>At the current time, evidence is lacking to support first responder upgrade to paramedic. Current EMTs and EMT-Is should provide the maximum care available for their current level of certification.</p> <p>Action taken by WC/BCC as Fire District Board to increase TMFPD personnel to Paramedic</p>

No.	Recommendation
35	<p>REMSA should discontinue using the statement that their service is provided at no cost to the citizens.</p> <p>Principles of Agreement 1.j. à pg. 14</p>
36	<p>Municipal first responders should be reimbursed by REMSA for providing first responder services.</p> <p>Principles of Agreement 1.i. à pg. 14 (Supply Exchange and Reimbursement.)</p>
37	<p>The Reno Fire Department, IAFF, and the volunteer service should work out any issues assure that the closest, qualified unit will be sent to a medical emergency.</p> <p>Principles of Agreement 4.b. à pg. 17</p> <p>Resolution for Inter-Local Agreement Section I. A. 1. e. à pg. 20</p>
38	<p>The Reno Fire Department should not suspend responding to EMS calls, even during high volume fire responses. If reduced response is necessary, EMS first response could be limited to Priority D or E level calls.</p> <p>To be determined by policy direction from the Reno City Council.</p>

**Principles of Agreement
Regional Emergency Medical Services Authority Franchise Agreement
February 10, 2014**

Whereas, Regional Emergency Medical Services Authority (hereafter referred to as "REMSA") provides Emergency Medical Ground and Rotary Wing Air Ambulance Services governed by a franchise agreement established through the Washoe County District Board of Health (hereafter referred to as "DISTRICT").

Whereas, DISTRICT has directed the Health Officer to work with the City Manager of Reno, the City Manager of Sparks, the Washoe County Manager, and REMSA to negotiate changes to the current franchise agreement. These principles of agreement have been established by the parties regarding the needed changes and a renewed franchise agreement for those Emergency Medical Ambulance Services.

Whereas, REMSA also provides other emergency medical related services that are outside of the franchise with the DISTRICT that include: Tactical Emergency Medical Services, Education, and Standby Services for Special Events. Those business areas and services are not addressed through this Principles of Agreement, nor does the DISTRICT provide any exclusive rights to them.

Whereas, other entities also provide services that are not Emergency Medical Ambulance Services covered by this franchise agreement, including: fixed wing air ambulance services and wheelchair transport services. Those services are not addressed through this Principles of Agreement, nor does the DISTRICT provide any exclusive rights to them.

Whereas, REMSA operates within a Regional Emergency Medical Services System which requires complete, consistent, and timely information be made available to all first responders during an Emergency Medical Services response, and HIPAA compliant oversight of Emergency Medical Service entities in the regional system must be conducted comprehensively in order to evaluate and seek continuous improvement in system performance and patient outcomes.

The undersigned parties have agreed in principle to the following as a basis for the formulation of a new franchise agreement with REMSA for the provision of Emergency Medical Ambulance Services.

1. Granting of Exclusive Franchise (**Franchise Section 6 & Resolution**)
 - a. Exclusive Market Rights: REMSA is awarded exclusive market rights (911 and "Routine Transfer"), to contract for and through a vendor 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 within or outside the County of Washoe subject to the following exceptions:
 - i. Long-Distance, Inter-County Transports which Originate Outside the Franchise Service Area. Other firms may compete with the Contractor on a retail basis for

the sale of inter-county ambulance transports that originate outside of the Franchise Service Area and terminate in the service area.

- ii. Disaster Mutual Aid. Ambulances providing assistance during disaster incidents involving the Franchise Service Area may operate within the Franchise Service Area when requested to do so by REMSA.
 - iii. (Franchise Section 17, 29) Mutual Aid. Subject to a finding of substantially equivalent medical standards by the **DISTRICT**, REMSA may employ the use of "mutual aid" as appropriate in fulfillment of its obligations hereunder.
 - iv. 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.
- b. (Resolution) Franchise Service Area (Recommendation 32, 33) –The service area includes all of Washoe County with the exception of Gerlach and the North Lake Tahoe Fire Protection District. The franchise service area will not change from that specified in the current franchise agreement.
- c. This Franchise Agreement also authorizes REMSA to provide rotary wing air ambulance services for Washoe County on an exclusive basis as permitted by law.
- d. Level of Care- (Franchise Section 6)
- i. ALS (Advance Life Support) Transport: All ambulances rendering 911 services pursuant to this agreement shall be at the minimum of one Paramedic as defined by NRS 450B.
 - ii. BLS (Basic Life Support) Transport: Ambulances rendering BLS services for interfacility transports may be at the EMT Advanced level as defined by NRS 450B.
- e. Franchise Term (Franchise Section 28) - REMSA shall be entitled to the exclusive right to operate ground and medical helicopter ambulance services within the defined service area ("Franchise Areas") for 16 years from July 1, 2014 until June 30, 2030 (the "Term"). During the initial Term, a review of operations is to be conducted at the end of the year 10 (June 30, 2024). If operations are determined to meet the performance standards, a mutually agreed upon operating extension of six (6) years may be granted for the period starting on July 1, 2030 and would terminate on June 30, 2036. If operations are determined to meet the performance standards, a second mutually agreed upon operating extension of six (6) years may be granted for the period starting on July 1, 2036 and would terminate on June 30, 2042. See the table below for agreement terms and dates.

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Start Date of Initial Agreement	July 1, 2014
Initial Agreement Review Date	June 30, 2024
Initial Agreement End Date	June 30, 2030
Mutually Agreed Extension Options	
Mutually Agreed Extension #1:	
Extension #1 May Be Granted	June 30, 2024
Extension #1 Start Dates	July 1, 2030
Extension #1 End Dates	June 30, 2036
Mutually Agreed Extension #2:	
Extension #2 May Be Granted	June 30, 2030
Extension #2 Start Dates	July 1, 2036
Extension #2 End Dates	June 30, 2042
Termination of Initial Agreement with Maximum Extensions	June 30, 2042

- f. Periodic Amendments - REMSA and the DISTRICT shall evaluate and discuss the terms of the franchise agreement during year 10, and year 16, and amend the agreement as may be mutually agreed upon by both parties and after formal action by the DISTRICT.
- g. Amendment at Any Time (Franchise Section 31) – These organizational, performance, and operational criteria may be amended at any time upon mutual written agreement between REMSA and the DISTRICT after formal action by the DISTRICT.
- h. Oversight Fee, REMSA will pay an Oversight Fee of 25% of the budget for the DISTRICT Regional Emergency Medical Services Oversight Program per year that exceeds the FY 2014 adopted DISTRICT Emergency Medical Services budget (including indirect) of \$187,082. This fee is to help cover costs associated with oversight of REMSA performance. Payments will be made upon receipt of an invoice from the DISTRICT. (Recommendation 24)
- i. Development of a Mutually Agreed upon Supply Exchange and Reimbursement (Recommendation 36) REMSA will maintain a supply exchange/reimbursement agreement mutually agreed upon with the County and City Fire Services functions.
- j. (Franchise Section 27) No obligation for subsidy (Recommendations 7 and 35) - The granting of this exclusive right to contract for and providing Emergency Medical 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 must be borne by REMSA which is self-supporting.

- k. (Franchise Section 5) Contracting for Ambulance Services - During the Term of the Franchise Agreement, unless REMSA otherwise issues a competitive bid for the provision of its ground ambulance services, REMSA shall undertake market surveys initially in year seven (7) of the agreement and every six (6) years following that to ensure that the services provided by REMSA's contractor(s) optimize the quality and experience of care and achieve economic efficiency. Such market surveys shall be completed during the years 2021 and 2027. Additional market studies would occur at 6-year cycles. REMSA shall follow these procedures with respect to the market study: (Recommendation 18)
- i. REMSA shall recommend and the DISTRICT may approve an independent entity with expertise in emergency medical services and in high performance EMS systems (the "Consultant") to collect and analyze data and prepare a written market study report.
 - ii. REMSA 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 Area, or if not similar, different in ways for which adjustments can be made to achieve fairness in cost comparison.
 - iii. REMSA 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, response time reliability, economic efficiency and other benchmarks of the market study and such data can be reasonably compared to REMSA's data.
 - iv. If, based on the market study, the REMSA Board and the DISTRICT 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's contractor, 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 have the opportunity to develop and submit for approval a performance improvement plan addressing any identified corrective actions and opportunities for performance improvement or system enhancements prior to a competitive bid.
 - v. If REMSA and the DISTRICT determine that the market study reveals that the performance of REMSA's contractor is reasonably competitive on service and cost, adjusted to account for relevant differences in market characteristics, no competitive bid will be conducted.
 - vi. During the term of this Franchise Agreement, if it is deemed necessary by REMSA, or is deemed necessary as a result of a Market Study result as outlined above, REMSA may undertake a competitive bid process to select its ground ambulance service contractor and may enter into a multi-year agreement with this contractor for the provision of these services. The multi-year contract with REMSA's contractor may be for a period of not more than ten (10) years total

and may consist of 6-year earned extensions. A waiver of the aforementioned time periods may be considered by the DISTRICT for extraordinary circumstances outside the control of REMSA and its contractor, such as economic conditions and health care reimbursement policy changes.

- I. REMSA Board of Directors –
 - i. (Franchise Section 1) The governing body of REMSA (the “REMSA Board”) shall include:
 1. One (1) representative from Renown Regional Medical Center
 2. One (1) representative from Saint Mary’s Regional Medical Center
 3. One (1) representative from Northern Nevada Medical Center
 4. One (1) Consumer representative appointed by the above three hospital representatives
 5. *One (1) representative from the legal profession;
 6. *One (1) representative from the accounting profession;
 7. *One (1) consumer representative, and
 8. *The District Health Officer shall be Ex-Officio.
 - ii. The representatives set forth above as noted with * are to be appointed by the DISTRICT as in current franchise language.
 - iii. Any contract, transaction or renewal of such relationship involving a member of the REMSA Board shall be reviewed and approved by a majority of the disinterested members of the REMSA Board to assure that such contract or transaction is bona fide, at arm’s length and in the best interests of REMSA. (Recommendations 17 and 28)
 - iv. The composition of the REMSA Board may be modified if mutually agreed upon by the REMSA Board and the DISTRICT.
 - m. REMSA Board and Provider Separation (Recommendations 17, 28) – No employee or board member of the ambulance service provider contracted by REMSA may serve as a member of the REMSA Board of Directors.
2. Communications (Franchise Section 8) - The goal of communications for the Regional EMS System is to ensure consistent two-way communication and coordination occurs between REMSA, Fire Agencies, and PSAPs. This includes radio communications, vehicle locations, and response data. The initial approach for achieving this goal is outlined below. This will be an ongoing dynamic process that will require these entities to work and plan together to maintain and enhance communications capabilities as technologies advance, and investments are made for system upgrades or replacement.
 - a. Radio – REMSA shall establish 800 MHz communications capabilities with the current 911 system requirements and transition in the future to maintain compatible communications with 911 systems as technologies evolve, as defined by the DISTRICT. (Recommendation 16)
 - b. Dispatch – (Recommendation 12)
 - i. REMSA shall furnish at its own expense a System Status Management (SSM) based Computer Aided Dispatch (CAD) system. When the Washoe County/Reno PSAP and Sparks PSAP Tiburon CAD systems are upgraded, the REMSA CAD system shall at a minimum, be capable of interfacing with Washoe County/Reno

- and Sparks CAD systems (henceforth public safety CADs); contributing to a complete electronic record of response data from dispatch activities.
- ii. REMSA shall furnish and maintain at its own expense its share of a two-way interface between the public safety CADs and REMSA's CAD (**Recommendations 13 and 14**). This interface shall at a minimum provide for the instantaneous and simultaneous transmission of call-related information and unit status updates between the public safety CADs and REMSA's CAD. At a minimum, this interface shall facilitate:
 1. CAD call creation and forwarding to one or more agencies
 2. Real-time resource availability and status changes of all participating agencies
 3. The capability of communicating between PSAPs and field units in which Mobile Data Terminals (MDTs) are installed.
 4. Ability to view run-time information for calls
 - c. Automatic Vehicle Location (AVL) – ii. REMSA shall furnish and maintain at its own expense its share of a two-way interface between the public safety CADs and REMSA's CAD which provides two-way communication and visualization of AVL information regarding REMSA ambulance locations and EMS vehicles (**Recommendation 15**), in order to allow for closest EMS responder to respond within each response agency's jurisdiction.
 - d. During a declared emergency or emergency training exercises, REMSA shall participate in the Operations Section of the Emergency Operations Center (EOC) and shall be trained in, and utilize, NIMS/ICS protocols and as appropriate in other emergency situations.
3. Data and Records Management (**Franchise Section 8**)
 - a. REMSA shall work with the 911 system and utilize the CAD-to-CAD interface to obtain and utilize combined identifiers which will be used to analyze EMS responders and PSAP data. (**Recommendations 4 and 12**)
 - b. REMSA shall provide additional response data and records as requested by the District Health Officer to support the DISTRICT's oversight role and assist in continuously improving the quality of the regional EMS system. (**Recommendations 2 and 12**)
 - c. Make available REMSA electronic patient care records as requested by District Health Officer. (**Recommendation 12**)
 4. Response (**Franchise Section 9**)
 - a. The 8 minute response time standard is defined as the 8:59 national standard for priority 1 calls, and 12:59 for priority 2 calls. The other area priority 1 response zones will be set at 15:59 and 20:59. The REMSA Medical Director and the Fire Departments' Medical Director(s) will jointly review Emergency Medical Dispatch determinants and set priorities for the system on an annual basis. (**Recommendation 20**)
 - b. REMSA shall provide, and the DISTRICT shall maintain, a current response zone map which is annually reviewed and approved by the DISTRICT. (**Franchise Section 9**) (**Recommendation 37**)
 - c. Certifications and Training (**Franchise Section 15**)

- i. 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 requirements of NAC 450B.
 - ii. REMSA shall be responsible to control and maintain the National Academy of Emergency Medical Dispatchers accreditation of the Accredited Center of Excellence.
 - d. Equipment
 - i. All ambulance units, either directly operated by REMSA or by a REMSA vendor, shall be marked with REMSA identity rather than the individual identity of any ambulance service vendor or contractor. (Franchise Section 4)
 - ii. All ambulance units shall per permitted, equipped, and operated in accordance with the provisions of NAC 450B.
- 5. Education (Franchise Section 21)
 - a. REMSA shall provide quarterly training for EMS responders and the jurisdictions agree to pay for costs of training their personnel. Training will be determined based on recommendations of the Regional Emergency Medical Services Advisory Board as approved by the DISTRICT. (Recommendations 29, 30 and 31)
- 6. Reporting (Franchise Section 24)
 - a. Monthly Reports
 - i. Expanded Response Time Reporting (Recommendation 26)
 - ii. CAD Edits and Call Priority Reclassifications (Recommendation 21)
 - iii. Comments/Complaints
 - iv. Investigations/Inquiries
 - v. Average Patient Bill
 - vi. Education and Training Activities
 - b. Annual REMSA Reports
 - i. Financial Report within 180 days of the fiscal year end. (Recommendation 26)
 - ii. Compliance Report within 180 days of the fiscal year end.
- 7. Compliance/Fines and Penalties (Franchise Section 10)
 - a. Response time compliance shall be at 90% of all presumptively-defined life-threatening priority 1 calls. (Currently defined in the franchise). REMSA shall submit response time data to the DISTRICT on a monthly basis to assure compliance with the response time standards.
 - b. The DISTRICT oversight shall conduct monthly reviews of REMSA response time data to assure compliance. (Recommendation 21, 22)
 - c. Fines/Penalties and use of these funds will be levied and approved by the District Health Officer. (Recommendations 23, 24)
- 8. Financial Assurance/Continuity of Operations (Franchise Section 7) – The parties agree to re-open this section no later than 120 days from approval to discuss the detailed language needed to resolve the technical issues related to the continuity of operations in the result of a business failure by REMSA or its contractor. (Recommendations 19 and 27)
- 9. Dispute Resolution (Franchise Section 11)

- a. Remove arbitration clause and replace with professional mediation for dispute resolution with regard to rate increases. (Recommendation 25)

Attachment 3

RESOLUTION NO. _____	INTRODUCED BY RENO CITY COUNCIL ____/____/2014 A.I. _____
RESOLUTION NO. _____	INTRODUCED BY SPARKS CITY COUNCIL ____/____/2014 A.I. _____
RESOLUTION NO. _____	INTRODUCED BY WASHOE COUNTY COMMISSION ____/____/2014 A.I. _____
RESOLUTION NO. _____	INTRODUCED BY WASHOE COUNTY HEALTH DISTRICT ____/____/2014 A.I. _____

A RESOLUTION DIRECTING THE WASHOE COUNTY HEALTH DISTRICT TO ESTABLISH AND MAINTAIN A REGIONAL EMERGENCY MEDICAL SERVICES OVERSIGHT PROGRAM TO PROVIDE FOR OVERSIGHT OF ALL EMERGENCY MEDICAL SERVICES PROVIDED BY THE CITY OF RENO, THE CITY OF SPARKS, THE COUNTY OF WASHOE, AND THE REGIONAL EMERGENCY MEDICAL SERVICES AUTHORITY; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, on November 27, 1972, the governing bodies of the City of Reno (hereinafter referred to as “RENO”), the City of Sparks (hereinafter referred to as “SPARKS”) and the County of Washoe (hereinafter referred to as “WASHOE”) formed the Washoe County Health District (hereinafter referred to as “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:

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.

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 do require a Resolution for the 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

WHEREAS, the proper implementation of the STUDY will require concurrent and separate actions from the governing bodies of RENO, SPARKS, WASHOE and DISTRICT in matters of primacy of each respective agency for the provision of inclusive Emergency Medical Services by these agencies and said changes are delineated hereafter.

NOW, THEREFORE BE IT RESOLVED BY RENO, SPARKS, WASHOE, and DISTRICT as follows:

- I. The STUDY found the need for a Regional Emergency Medical Oversight function for the management, measurement and improvement of Emergency Medical Services by and through the following: **(Recommendations 5 and 29)**
 - A. The DISTRICT shall establish and maintain a Regional Emergency Medical Services Oversight Program to:
 1. Provide for Oversight of all Emergency Medical Services provided by RENO, SPARKS, WASHOE and REMSA to: **(Recommendations 6, 10 and 11)**
 - 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, and REMSA providing emergency medical services; **(Recommendation 8)**
 - c. Recommend regional standards and, protocols for RENO, SPARKS, WASHOE, and REMSA; **(Recommendations 9 and 31)**
 - 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, and REMSA;
 - e. Provide for the annual collaboration of REMSA, RENO, SPARKS, WASHOE and DISTRICT on determining compliance with modifications or changes to the regional response time or first response capabilities of each agency, leading to the adoption of the Regional Emergency Medical Response Map showing the zones of services including sub-regions as may be requested by RENO, SPARKS, WASHOE or the DISTRICT; boundaries of automatic and mutual Emergency Medical Services aid based on agreement between agencies; and levels of both first response and medical transport services. **(Recommendation 37)**

- f. Provide an Annual Report on the State of Emergency Medical Services to RENO, SPARKS, WASHOE and REMSA over 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. **(Recommendation 26)**
- g. 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 and WASHOE. **(Recommendation 15)**

B. The DISTRICT shall establish and maintain a Regional Emergency Medical Services Advisory Board to:

1. Review reports, evaluations, and recommendations of the Regional Emergency Medical Services Oversight Program, discuss issues related to regional emergency services, and make recommendations. The Regional Emergency Medical Services Advisory Board shall: **(Recommendation 11)**
 - a. Be composed of the following members:
 - City Manager, Reno
 - City Manager, Sparks
 - County Manager, Washoe County
 - District Health Officer
 - Emergency Room Physician (DBOH Appointment)
 - Hospital Continuous Quality Improvement (CQI) Representative (DBOH Appointment)
 - b. 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.

C. RENO, SPARKS, and WASHOE shall participate in the Regional Emergency Medical Services Medical Oversight Program by: **(Recommendation 16)**

- 1. 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. **(Recommendations 2, 12 and 13)**
- 2. Participating in working groups established by DISTRICT for coordination, review, evaluation, and continuous improvement of Emergency Medical Services. **(Recommendation 14)**
- 3. 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. **(Recommendation 4)**
- 4. 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, and REMSA in the future as technologies, equipment, systems, and protocols evolve.
- 5. Participating on the Regional Emergency Medical Services Advisory Board.
- 6. Implementing recommendations of DISTRICT, or submitting those recommendations to their governing bodies for consideration and possible action.
- 7. Submitting recommendations regarding the Emergency Medical Services System to DISTRICT for implementation or for consideration and possible action by the District Board of Health.

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

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Attachment: Item 7 - 20140123 Concurrent Meeting 02 10 2014 EMS Agenda Staff Report (FINAL) (3270 : EMS)

ADOPTED this _____ day of _____, 2014 by the following vote of the Reno City Council:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Robert Cashell, Mayor

ATTEST:

APPROVED AS TO FORM:

Lynnette Jones, Reno City Clerk

John J. Kadlic, Reno City Attorney

ADOPTED this _____ day of _____, 2014 by the following vote of the Sparks City Council:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Geno R. Martini, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Gardner, Sparks City Clerk

Chet Adams, Sparks City Attorney

ADOPTED this _____ day of _____, 2014 by the following vote of the Washoe County Commission:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

David Humke, Chairman

ATTEST:

APPROVED AS TO FORM:

Nancy Parent, Washoe County Clerk

Paul Lipparelli, Assistant District Attorney

ADOPTED this _____ day of _____, 2014 by the following vote of the Washoe County District Board of Health.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Matt Smith, Chairman

ATTEST:

APPROVED AS TO FORM:

Dawn Spinola, Administrative Secretary

Leslie Admirand, Deputy District Attorney

