

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is dated for identification purposes only as October 19, 2022, and is entered by and between the Regional Emergency Medical Service Authority, a Nevada nonprofit corporation (the "Contractor" or "REMSA") and CONFIRE, a governmental jurisdiction (the "Client" or "CONFIRE"), Contractor and Client are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties."

Recitals

WHEREAS, Contractor is the exclusive ground ambulance provider in Washoe County, including the Cities of Sparks and Reno, Nevada, and is a regional air ambulance provider.

WHEREAS, Contractor has developed a suite of services under its Community Health Programs including community paramedicine services (as defined in NRS 450B.0615), a nurse health line communications center, and a program for providing non-emergent transportation to destinations other than emergency departments which operate outside of but in coordination with emergency and non-emergency ambulance services provided under its franchise for ambulance services with the Washoe County Health District

WHEREAS, Client is an emergency 911 call taking and dispatch services provider in San Bernardino County.

WHEREAS, Client wishes to engage Contractor to provide Emergency Communications Nurse (ECN) services as part of the emergency medical dispatch services provided by Client.

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will provide the Services (as defined below) to or on behalf of Client.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. **SERVICES.** During the term of this agreement, Client hereby engages Contractor, and Contractor hereby accepts such engagement, for the provision of Emergency Communications Nurse (ECN) services by Contractor to Client's callers as further described in Exhibit A attached hereto and incorporated herein by reference (the "Services"), upon the terms and conditions set forth herein. All Services shall be provided from Contractor's communications center in Reno, Nevada, for emergency medical calls received by Client in the service area as defined in Exhibit A, Section 3.7 (the "Service Area") and transferred by Client to Contractor. The Services shall be performed in the manner consistent with both California Law and Nevada Law.

2. SERVICE FEES & PAYMENT SCHEDULE.

21 Fees. As full and complete consideration for the Services to be performed by Contractor hereunder, the Client agrees to pay fees to Contractor on the basis, and at the times and in the manner, specified in Exhibit A, as amended from time to time in accordance with this Agreement (the "Service Fees"). The Service Fees will be based on a flat monthly cost of readiness fee and a fixed amount for calls transferred that are processed through an ECNS protocol.

22 Expenses. Contractor shall be responsible for all expenses incurred by Contractor in the performance of the Services included in this Agreement; provided, however, that Client hereby agrees to reimburse Contractor for any reasonable expenses incurred in connection with the provision of labor, services, or other work arising in relation to the Services (as provided on Exhibit A) but not included in this Agreement provided that (a) such expenses are directly related to the Services as outlined in Exhibit A, (b) Contractor submits verification of such expenses as Client may require, and (c) Contractor obtains Client's prior written consent to incur such expenses. Unless other terms are set forth in writing signed by both parties hereto, expenses payable by Client to Contractor under this Agreement shall be due and payable within thirty (30) business days following the monthly billing during the continuance hereof.

3. RELATIONSHIP OF PARTIES. In the performance of the Services hereunder, Contractor is an independent contractor. All personnel assigned by Contractor to perform services hereunder shall be considered contractors or employees of Contractor, not employees of Client. All employees, methods, equipment, and facilities used or employed by Contractor will at all times be under Contractor's operational supervision and control. Subject to restrictions contained in Section 10.1, Contractor will be fully responsible for the acts and omissions of its employees, agents, assignees, and contractors or who are otherwise acting for and under the direction of Contractor and engaged in the performance of Services under this Agreement.

4. CONTRACTOR'S ADDITIONAL RESPONSIBILITIES REGARDING TAXES AND BENEFITS; FREEDOM TO PROVIDE SERVICES.

4.1 Contractor's Additional Responsibilities Regarding Taxes and Benefits. Contractor agrees, covenants, and represents that because Contractor is an independent contractor and not an employee of Client: (a) Contractor shall be responsible for paying any federal, state, or local payroll, social security, disability, workers' compensation, self-employment insurance, income and other taxes or assessments and for filing all related tax, information, and other returns; (b) Contractor shall at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless Client for, any assessments, fines or penalties relating to Client's failure to pay or withhold any and all taxes relating to any compensation paid pursuant to this Agreement or to file any and all required returns; and (c) Contractor shall not be eligible to participate in Client's workers' compensation, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by Client for its employees.

5. COMPLIANCE.

5.1 Legal Compliance. The Parties represent and warrant that at all times during the Term of this Agreement, they shall comply with all applicable laws, regulations and requirements of state, local and federal governmental authorities pertaining to the Services, including but not limited to the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977, the Medicare and Medicaid Patient and Program Protection Act of 1987, or the Ethics in Patient Referrals Act. Contractor represents and warrants that all employees used by Contractor in the performance of the Services are and will continue to be properly licensed and certified in accordance with all applicable local, state and federal laws, rules and regulations and with rules and regulations of all governmental agencies. In addition, the Parties will (i) not operate in a manner that could result in the application of the anti-self-referral provisions of the Stark legislation (42 U.S.C. § 1395nn); (ii) not operate in a manner contrary to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations regarding patient privacy; and (iii) not operate in a manner that would reduce or limit care to patients, including Medicare or Medicaid beneficiaries and result in a violation of the Civil Monetary Penalties law (42 U.S.C. § 1320a-7a(b)(1)). The Parties further agree that neither Party shall make payments nor will either Party accept payments that would violate the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)).

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

5.3 REMSA Washoe Franchise. It is the express intention of the parties that the Services not deplete or impair REMSA's ability to provide services under its franchise with the Washoe District Board of Health ("Washoe Franchise"). In the event of any allegation of noncompliance or threatened termination or cancellation of REMSA's Washoe Franchise arising from the existence of or REMSA's performance under this Agreement, the Parties will enter into good-faith negotiations concerning the affected provision(s) to remedy such terms or conditions. In the event the Parties are unable to reach agreement concerning the affected provision(s), any Party will have the right to immediately terminate this Agreement.

6. CONFIDENTIALITY; RETURN OF PROPERTY; HIPAA.

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

Party or its representatives by the disclosing Party or its representatives pursuant hereto (collectively, "Confidential Information"). The receiving party hereby acknowledges and agrees that all Confidential Information shall constitute the sole and exclusive property and proprietary information of the disclosing Party and that the receiving Party shall have no rights thereto. The receiving Party and its employees, representatives, and agents shall maintain the confidentiality of the Confidential Information and shall not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement or as expressly required by law. The receiving Party hereby acknowledges and agrees that this obligation survives any expiration or termination of this Agreement.

62 Return of Property. Upon termination of the Agreement or earlier as requested by either party, the receiving Party will deliver to the disclosing Party any and all disclosing Party property, including without limitation drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Confidential Information.

63 HIPAA. The Parties agree to enter into a separate Business Associate Agreement regarding the protection and use of protected health information ("PHI").

64 Confidentiality of Agreement. Contractor and Client agree that the terms and conditions of this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order, unless agreed to by both parties in writing.

7. INSURANCE.

7.1 Required Insurance

7.1.1 Types Required. Both Parties agree to maintain in full force and effect industrial insurance as required by applicable law and insurance policies covering general liability and medical malpractice liability issued by an insurance company authorized to do business in the State of Nevada and the State of California, as applicable. Upon request, each Party agrees to provide the other Party with certificates evidencing the insurance coverage required under this Agreement.

7.1.2 Minimum Limits of Insurance. Both parties agree to directly provide or cause to be provided the following insurance limits:

(a) Comprehensive General Liability: Coverage provides, but is not limited to, contractual, independent contractor, incident malpractice with limits of liability for personal injury and/or bodily injury, including death of not less than One Million Dollars (\$1,000,000.00), each occurrence; and property damage of not less than One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) in the aggregate.

(b) Professional Errors and Omissions Liability (Malpractice): One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars

(\$3,000,000) in the aggregate.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Contractor. Contractor hereby represents and warrants that (a) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; and (b) Contractor will provide the Services in accordance with customary professional standards in the community during the term of this Agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND CLIENT HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, INFORMATION OR FITNESS FOR USE OF A PARTICULAR PURPOSE.

8.2 Client. Contractor hereby represents and warrants that Contractor has full right and power to enter into and perform this Agreement without the consent of any third party.

9. INDEMNIFICATION.

9.1 Indemnification by Contractor. Contractor shall indemnify, defend, and hold harmless Client, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Contractor, except to the extent that any of the foregoing arises out of or results from the breach by Client of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Client, provided that Client gives Contractor written notice of any such claim and Contractor has the right to participate in the defense of any such claim at its expense. From the date of written notice from Client to Contractor of any such claim, Client shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section.

9.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Contractor, its affiliates, directors, officers, representatives, employees, customers, and agents from and against any suits, claims, losses, demands, liabilities, damages, costs and expenses (including court costs, reasonable attorney's fees and reasonable investigative costs) in connection with any suit, demand or action by any third party arising out of or resulting from (a) any breach of its representations, warranties or obligations set forth in this Agreement, or (b) any negligence, willful misconduct or breach of this Agreement or any applicable laws or regulations by Client, except to the extent that any of the foregoing arises out of or results from the breach by Contractor of this Agreement or any applicable laws or regulations, or the gross negligence or willful misconduct of Contractor, provided that Contractor gives Client written notice of any such claim and Client has the right to participate in the defense of any such claim at its expense.

10. TERM AND TERMINATION.

10.1 The term (the “Initial Term”) of this Agreement will commence on October 20, 2022 (the “Commencement Date”) and terminate on the date which is six (6) months after the Commencement Date, unless terminated sooner pursuant to the terms of this Agreement. This Agreement shall automatically renew for an additional six (6) month periods unless terminated in accordance with this Agreement.

(a) Termination Without Cause. Either party may terminate this Agreement, without cause if the terminating party provides the other party with at least sixty (60) days prior written notice of the terminating party's intent to terminate this Agreement.

(b) Termination With Cause.

(i) By Contractor. Contractor may terminate this Agreement upon thirty (30) days prior written notice to Client in the event Client fails to compensate Contractor in accordance with this Agreement and upon thirty (30) days prior written notice to Client in the event Client breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(ii) By Client. Client may terminate this Agreement upon thirty (30) days prior written notice to Contractor, in the event Contractor breaches this Agreement and fails to cure the breach within thirty (30) days after having been notified in writing of the breach.

(c) Immediate Termination of the Agreement. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by one Party to the other Parties upon the occurrence of any of the following events:

- (i) Any court or governmental agency, or legal counsel for either party, determines that this Agreement violates any law or regulation; or
- (ii) Pursuant to circumstances described in Section 52 or 53, upon the inability of the Parties to reach agreement regarding revisions necessary to comply with changes in law or regulation.

(d) Immediate Termination by Client. Notwithstanding any other provisions of this Section, this Agreement may be terminated immediately upon written notice by Client to Contractor upon the occurrence of any of the following events:

- (i) Filing by or on behalf of Contractor of any voluntary or involuntary petition in bankruptcy, dissolution or liquidation;
- (ii) Assignment of 50% or more of the assets of Contractor for the benefit of its creditors;
- (iii) Cancellation or termination of Contractor's general or professional liability insurance;
- (iv) Loss or suspension of any license or authorization of Contractor, which is required by Contractor to conduct business, provide such services as described in Exhibit A, or perform its obligations under this Agreement; or
- (v) Any intentional misrepresentation of material facts or material circumstances by Contractor to Client; or

(e) Immediate Termination by Contractor. Notwithstanding any other provisions of this Section, Contractor may immediately terminate this Agreement upon written notice by Contractor to Client upon the occurrence of any of the following events:

- (i) Cancellation or termination of Client's general or professional liability insurance;
- (ii) Loss or suspension of any license or authorization of Client, which is required by Client to conduct business or perform its obligations under this Agreement; or
- (iii) Any intentional misrepresentation of material facts or material circumstances by Client to Contractor.

102 Effect of Termination. Nothing contained in this Section will affect or impair any rights or obligations arising prior to or at the time the termination of this Agreement. Following the date of termination, each Party will remain liable for any obligations or liabilities arising from its performance of (or its failure to perform) its obligations and duties under this Agreement prior to the date of termination. Notwithstanding anything herein to the contrary, the provisions of Section 2.2 shall survive termination of this Agreement.

11. GENERAL PROVISIONS.

11.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes any contracts, agreements or understanding (oral or written) of the parties with respect to the subject matter hereof. No term of this Agreement may be amended except upon a signed written agreement of both parties, unless otherwise provided in this Agreement.

11.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of, and shall be binding upon, the parties, their successors, and permitted assigns. Neither Party may subcontract or assign any of its rights, duties or obligations hereunder without the prior written consent of the other Party.

11.3 Notices. Any notice or notices which any party hereto deems necessary, useful or convenient to give to any other party or parties hereto, at any time and from time to time, shall be in writing and shall be personally served upon, sent by registered or certified mail or by national overnight carrier to the parties at the following addresses:

To Contractor: Regional Emergency Medical Service Authority
450 Edison Way
Reno, Nevada 89502
Attention: Adam Heinz, Executive Director

With a Copy to: McDonald Carano Wilson
P.O. Box 2670
Reno, Nevada 89505
Attention: Lucas Foletta, Esq.

To Client at: CONFIRE
1743 Miro Way, Rialto,
CA 92376
Attention: Nathan Cooke, Executive Director

11.4 Attorneys' Fees and Costs. If either party brings any legal action or any arbitration or other proceeding to enforce the terms of this Agreement or seek other relief related to this Agreement, the non-prevailing party shall pay reasonable attorneys' fees and other costs incurred in that action or proceeding.

11.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute but one and the same instrument.

11.6 Headings. The headings and captions contained in this Agreement are inserted only as a matter of convenience and reference. Said headings and captions shall not be construed to define, limit, restrict, extend or describe this Agreement or the intent of any provision hereof.

11.7 Waiver. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

11.8 Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, the remaining terms of this Agreement will continue in full force and effect.

11.9 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.10 Force Majeure. Neither Client nor Contractor shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing Party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a Party of its obligations under this Agreement and which is beyond the control of the non-performing Party. It includes, but is not limited to, vandalism, sabotage, war, fire, flood, earthquake or other "acts of God" or natural or meteorological causes or pandemic disease or influenza outbreaks which prevent the parties from performing their responsibilities hereunder. If either Party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing Party shall promptly notify the other Party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither Party shall be obligated to perform their respective obligations under this Agreement during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either Contractor or Client may terminate this Agreement upon written notice to the other.

The term "force majeure" shall not include changes in market conditions or governmental action that affects the cost of, availability of, or the demand for services or products or include a Party's financial inability to perform. Any non-performing Party shall use its best efforts to correct any event of force majeure and resume performance as quickly as possible.

11.11 Program Records. Contractor shall maintain such records and such information as related to the performance under this Agreement for a period of ten (10) years and such further period of time as may be required by law, and as may be necessary for the evaluation of the quality, appropriateness and timeliness of such services performed under this Agreement and necessary for compliance by Client with State and Federal laws and regulations. Contractor will further provide to Client and, if required, to authorize State or Federal agencies, access to such records as needed

to conduct fiscal audits, medical audits, medical reviews, utilization reviews and other periodic monitoring upon request by Client or appropriate government agencies.

- 11.12 Compliance and Audit. Upon reasonable written notice not less than thirty (30) days, Client may conduct an audit to verify Contractor's compliance with the Agreement terms.

[Signature page follows].

IN WITNESS WHEREOF, the parties hereto have duly executed this Service Agreement as of the date first above written.

CONTRACTOR:

Regional Emergency Medical Service Authority, a Nevada nonprofit corporation

By: Barry Duplantis
Name: Barry Duplantis
Title: Interim Chief Executive Officer

Date: 10/19/2022

CLIENT:

By: Nathan Cook
Name: Interim Assistant Director / Nathan Cook
Title: _____

Date: 10-19-2022

EXHIBIT A

A.1. Scope of Services – ECN Line

A.1. Background

The CONFIRE Regional Emergency Communication Center is a Joint Powers Agreement (JPA), which serves the 13 agencies, coordinating fire, rescue, and EMS resources in San Bernardino County (SBC). Their service area spans approximately 80% of the populated area, processing an average of over 225,000 dispatched calls per year. Near 85% of calls dispatched are medical in nature, of which near 125,500 of those are processed through the Emergency Medical Dispatch (EMD) protocols through ProQA software provided by the International Academy of Emergency Dispatch (IAED). The CONFIRE Emergency Communications Center (ECC) is an Accredited Center of Excellence (ACE) as recognized by IAED, in the provision of these EMD services.

The Regional Emergency Medical Service Authority (REMSA) is a Nevada nonprofit corporation and regional emergency medical transport and emergency medical dispatch provider in Northern Nevada, providing 9-1-1 response and transport, interfacility transport, disaster preparedness, special events coverage, search and rescue, tactical medical support, and public education to near 500,000 resident population and to over an average of five million visitors annually. REMSA provides ground ambulance services under a performance-based franchise agreement with the Washoe County Health District and is the sole provider of emergency and inter-facility ground ambulance transport services within Washoe County (excluding Incline Village and Gerlach). REMSA responds to approximately 80,000 requests for service per year of which all emergency calls are processed through EMD.

In addition to its franchise obligations, REMSA staffs and manages a Nurse Health Line (NHL) communications center 24 hours a day, seven days a week, staffing Registered Nurses (RN) to provide assessment, recommended level of care or referrals to community resources to callers who are transferred to the Nurse Health Line from the 911 Center, or to callers who call the Nurse Health Line directly via a 10-digit telephone number. Those callers who are transferred from the 911 Center are vetted through the EMD protocols to determine if they should be categorized as low acuity and most likely not in need of a lights and sirens emergency government resources field response. In these situations, the RN, using the Priority Solutions Inc, LowCode software, under the auspices of the IAED's Emergency Communications Nurse System (ECNS) and accessing a local community Resource Directory in an attempt to provide solutions to callers that are either in a health care plan which can provide a level of service within their network or can be referred to other community resources (the services referenced in this paragraph referred to as the "Nurse Health Line Services"). Where the context so applies, the term "ECN Line" will refer to REMSA's Nurse Health Line described above.

CONFIRE and its stakeholders desire a partnership with REMSA for the interim provision of ECN services through REMSA's Nurse Health Line while CONFIRE works to stand up its own ECN program. CONFIRE anticipates that 20% or approximately 14,000 of their call volume may be eligible for ECN services.

The overall program plan is for CONFIRE to reach a level of staffing and program administration of which they can then provide their own ECN services, anticipated during the second quarter of Year

2021. Until then, the services of the REMSA's Nurse Health Line will enhance the services to the San Bernadino community and provide a template of which to emulate as CONFIRE stands up their own 911 to ECN Line.

2. Description of Services

The term "Services" or "ECN Services" shall refer to the services described in the following paragraph: Contractor will provide, at Contractor's communications center, the Nurse Health Line Services for Client, utilizing California-certified registered nurses specifically trained in the Priority Solutions Inc, protocol system "Emergency Communication Nurse (ECN) System", to assess and triage callers transferred from Client to the Contractor Call Center located in Reno, Nevada. Via the phone system, Contractor's nurse personnel will provide care, guidance and/or referral to the appropriate health care or community resource as prescribed by the Emergency Medical System (EMS) in San Bernadino County, to be provided by Client.

3. Joint Duties and Responsibilities of Client and Contractor

3.1 Primary Contact – The Parties will each designate a primary contact person to handle the operational details of the Scope of Services specified in this Agreement. The Parties will jointly develop an Implementation Plan for the commencement of services described in this Agreement. As part of the Implementation Plan, the Parties will mutually agree on a service launch date.

3.2 Sharing of Data – The Parties will jointly develop and share data and information, both qualitative and quantitative, as allowed by law, for the purpose of care coordination for the callers served by Contractor. CAD and LowCode will be shared as prescribed by the PSI interface. This is access is for the purposes of QA and customer service reviews, aggregate survey data collection and report development (refer to 3.11) as conducted by REMSA and CONFIRE.

3.3 Notice of schedule change – notice schedule changes will be on or before the 15th of the month, allowing the change to occur on 1st of the following month. Should the 1st fall on day that is a holiday or service day that is incompatible with schedule change, parties will agree on the specified date.

3.4 Change management procedures will be mutually agreed upon by both parties. In particular, change to scheduling (see 2.4) or Resource Directory changes maybe unpredictable and unscheduled. Therefore, parties must agree that spontaneous change may be requested and managed appropriately.

3.5 Grievance Procedure is defined in the Operation Plan as described below and will be mutually agreed upon by parties.

3.6 Operational Plan – A mutually agreed upon operations plan (Attachment A) will detail the call flow and any and all local protocols requested by CONFIRE and/or REMSA. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

3.7 Technology Plan - A mutually agreed upon technology plan (Attachment B) will detail technical interfaces and/or data flow between CONFIRE and REMSA equipment. Signature lines in the operations plan denote the mutual agreement of both parties, allowing details of this plan to be revised and agreed upon in future dates, as needed.

4. Contractor Duties and Responsibilities

- 4.1 ECN Service Line – Contractor will provide a ten-digit telephone line, 24 hours-day, 7 days-per-week staffed based on availability with specifically-trained staff certified in the (IAED) Emergency Medical Dispatch (EMD) protocols, ECNS system protocols and, who understand or is certified in quality assurance systems and practices.**
- 4.2. Credentials – The ECN Line will be staffed by specially-trained registered nurses. Registered nurses will be licensed in Nevada and California and will maintain Emergency Medical Dispatch (EMD) certification and Emergency Communications Nurse System (ECNS) certification.**
- 4.3 Protocols – CONFIRE will be transferring eligible callers via 911 or other telephone number to the ECNS Line, for the provision of applying the PSI protocol-driven algorithm certified by the International Academy of Emergency Dispatch.**
- 4.4 Clinical Quality Improvement & Accreditation – Contractor will maintain a quality improvement program as required by the IAED’s Accredited Center of Excellence (ACE) designation. Contractor will maintain industry-specific accreditation. Additional accreditations may be achieved as mutually agreed by the Parties. Both parties will agree on process and type of calls that are reviewed outside of the normal (random) call selection.**
- 4.5 Service Area – for the purposes of this contract, the applicable service area is the locations of which calls are transferred to that originated at the CONFIRE Emergency Communications Center (ECC). The ECC services approximately 80% of the greater San Bernardino County geographical location and population.**
- 4.6 Designated Phone Number – Contractor will provide a designated phone number for calls to be transferred to the ECN Line. Client agrees that this phone number can be a pre-existed phone line or extension. Optimally, the line used would be exclusive to CONFIRE transfers, which sets the ECN’s preparation for a call from the SBC locale.**
- 4.7 Eligible Callers – A caller that accesses 911 requesting medical services to a valid location within the CONFIRE serviced area. CONFIRE ECC staff apply EMD protocols, including Case Entry and Determinant Selection, in where the caller’s acuity is identified as eligible for an ECN transfer. The transfer is conducted and answered by the on-duty ECN who will process the caller’s information via an approved script and protocol. When the ECN successfully completes the ECNS protocol a recommended level of care is provided to the caller.**

5. Client Duties, Responsibilities and Acknowledgements

- 5.1. Emergency Medical Conditions – Client acknowledges and agrees that once the call is received by Contractor, and any time a caller believes that emergency medical care is required, Contractor will immediately transfer the caller to the appropriate 9-1-1 public safety answering point according to protocols established by Client.**
- 5.2. Eligible Callers – Eligible callers include those who have accessed 911 and are within the CONFIRE service area.**
- 5.3. In-Network Referral List –The Parties will jointly develop a change procedure to update the lists containing in-network and SBC services.**
- 5.4. Availability of Client’s In-Network Services – Client is solely responsible for availability of in-network and SBC services following referral by the ECN.**

EXHIBIT B

Service Term Fees & Payment Schedule – Emergency Care Nurse System

1. Term of Service – the term of this agreement will not exceed the period of one year or 12 -months from the commencement of services, otherwise referred to as a year-to-date service period. While CONFIRE is planning on only utilizing said services for the period of six months during this contract agreement, both parties will confer should CONFIRE desire to extend service period into the remainder of the 12-month period. Furthermore, while CONFIRE analyzes calls for service data from Contractor, CONFIRE reserves the right to decrease service hours.
2. Service Fees Payable by Client to Contractor – Payment for specified services will begin on the mutually agreed launch date. For services provided in the first month of service, payment will be prorated based upon the mutually agreed service launch date.
3. Fees/Rates for Service – Contractor has agreed to provide services stipulated herein at the rate for cost of readiness of \$5000.00 per month for 24 hour access and \$3288.00 for 16 hour access, in addition to a cost per call of \$65.00 for those calls transferred to REMSA from CONFIRE that are processed through an ECNS protocol.
7. Payments are due and payable within thirty (30) business days of Contractor's invoice.
8. Contractor will submit invoices for payment to Client as specified in section 2 of the contract agreement.
9. Contractor will invoice and be reimbursed at \$93.00 per hour for ancillary services limited to the duties of the quality assurance officer performing audits specifically of CONFIRE calls for service and any efforts put forth towards complying, investigating, culminating reports. Limited to (15) hours per month unless mutually agreed by both parties.
10. Any services not otherwise specified within this document may require financial cost reimbursement not limited to, software, training, hardware, licensure. These costs will be mutually agreed upon and will be invoiced for reimbursement at cost.

Service Hours

1. CONFIRE has requested service from REMSA, for a period of one calendar year, with ECN's seven days a week staffed 24 hours based on availability to answer the telephone line receiving CONFIRE transfers.

Deviation in the service schedule and agreed upon processes, refer to Section 3.3.

Attachment A
Operations Plan

1. An Operations Steering Committee will be created and will comprise of designated subject matter experts and the appropriate operational leaders from each agency to review, track, recommend, and implement changes, as needed to execute this contract.
2. Operations Steering Committee meetings shall be recorded and meeting minutes taken and shared with both parties.
3. The REMSA ECN will receive the caller's name and call back telephone number prior to the CONFIRE EMD disconnecting the line.
4. The REMSA ECN will process the call per standing policy, procedure and protocol using LoCode to obtain a recommended care level, offering appropriate resources from the directly of services provided and maintained by CONFIRE.
5. In the event the caller requires an emergency response or requires a non-emergent ambulance, the ECN will warm transfer the caller, using the designated CONFIRE telephone line, introduce the patient, provide any relevant clinical information, caller's address and phone number prior to disconnecting.
6. REMSA will provide a dedicated ECN to receive calls via the designated CONFIRE telephone line.
7. REMSA will notify CONFIRE of any anticipated or unanticipated changes in staffing levels.
8. REMSA will work to provide 7-day week coverage. In the initial phase of implementation, REMSA will have dedicated staff to answer the designated CONFIRE telephone line during peak hours, as mutually determined by CONFIRE and REMSA. Also see section 3.3.
9. REMSA will conduct quality assurance audits, training and clinical surveillance as per IAED requirements, Clinical standards and practices and medical director direction.
10. REMSA will perform and will be compensated for the initial (included in the one-time fee) and any necessary on-going training to ensure ECNs remain informed and competent to efficiently and safely process CONFIRE calls for service.
11. A "system down" or "critical infrastructure" failure procedure will be agreed upon and mutually drafted by the "Operations Steering Committee" to be implemented prior to "go-live."
12. REMSA will provide a monthly performance report to CONFIRE with elements mutually agreed upon in the Operations Steering Committee.
13. Contacts, services, rates, operating procedures, technology, staffing and other necessary and integral components of this agreement to execute this contract should be reviewed with regular frequency, minimally every 6 months.
14. REMSA and the CONFIRE's designated medical directors will review and approve the IAED approved ALPHA and OMEGA EMD determinates that are eligible to be transferred to the REMSA ECN. Review and approval will occur annually in addition to any time a determinate is added.

**Attachment B
Technology Plan**

1. CONFIRE will provide REMSA a designated direct telephone line to warm transfer calls for service in their jurisdiction.
2. REMSA will provide CONFIRE a designated direct telephone line to warm transfer mutually agreed upon and approved IAED ALPHA and OMEGA calls.
3. CONFIRE will provide remote access to their current, licensed LoCode software for REMSA ECNs to process calls.
4. REMSA will record to the extent possible and within the confines of the existing technology, allowing for any unforeseen, temporary interruptions, all ECN encounters.
5. REMSA will make the appropriate and qualified Information Technology representative to work collaboratively with CONFIRE to ensure proper execution of this contract.
6. CONFIRE will make the appropriate and qualified Information Technology representative to work collaboratively with REMSA to ensure proper execution of this contract.

