Index

Current Service Rates

American Medical Response (AMR)
Franchise Agreement

City of Las Vegas, Nevada
Maximum Allowable Ambulance Service Rates, Effective February 1, 2016
Pursuant to LVMC 6.08.190

Level of Service	Rate
Emergency response ALS1	$985.53
Emergency response ALS2	$1,078.90
Emergency response BLS	$936.62
Non-emergency response ALS1	$878.81
Non-emergency response BLS	$838.83
Critical care transport	$1,170.78
Loaded mileage charge	$27.88

City of Las Vegas

Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 3, 2014

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL

☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding an ambulance service franchise agreement between (AMR) American Medical Response, Inc., and the City of Las Vegas granting a nonexclusive franchise to perform ambulance service in the City - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas and (AMR) American Medical Response, Inc., entered into a 10 year franchise agreement for ambulance transportation services that commenced on December 1, 2005 and expires November 30, 2015. To ensure that the successor franchise agreement considered changes in the healthcare environment, city staff conducted a comprehensive evaluation and assessment of out-of-hospital healthcare systems as well as past, current and anticipated changes in the delivery of medical services. Shorter hospital stays; out-of-hospital procedures, in-home treatments, alternative healthcare destinations, connecting patients with more appropriate services and agencies and the implementation of the Affordable Care Act (ACA) have and will continue to create significant dynamics within the community healthcare and integrated health management system.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Franchise Agreement For Ambulance Services

APPROVED
COMPLETED

FRANCHISE AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MERCY, INC. dba AMERICAN MEDICAL RESPONSE

THIS FRANCHISE AGREEMENT is made and entered into by and between City of Las Vegas, a political subdivision of the State of Nevada, (hereinafter referred to as "City"), and Mercy, Inc., d/b/a/ American Medical Response, a Nevada corporation (hereinafter referred to as "Franchisee").

RECITALS

WHEREAS, Franchisee was granted a non-exclusive franchise to provide ambulance service as defined by the Ambulance Service Ordinance within the incorporated City limits by the City on October 7, 2000 ("Existing Franchise"); and

WHEREAS, the Existing Franchise was renewed on December 1, 2005 for a period of ten (10) years, which expires on November 30, 2015; and

WHEREAS, pursuant to LVMC 6.08.100, Franchisee submitted a request to the City for a renewal of its Existing Franchise, and the City processed the request pursuant to the provisions of LVMC 6.08; and

WHEREAS, the City was willing to negotiate and consider this new Franchise with Franchisee as a renewal, and the City and Franchisee desire to enter into this Franchise, which shall be effective at 12:01 a.m. on December 1, 2015, for a period of five (5) years with an opportunity to earn additional terms through extensions of this Franchise; and

WHEREAS, Franchisee acknowledges and agrees that Las Vegas Fire and Rescue ("LVFR") is the sole provider of first responder emergency medical services, that LVFR provides all first responder advanced life support services within the City of Las Vegas, and that LVFR is the primary provider of prehospital care and patient transport services for responses dispatched via the 911 system; and

WHEREAS, Franchisee acknowledges and agrees that the City utilizes single transport-capable unit response and that LVFR will be dispatched as the primary provider to specified Bravo (based upon sub-determinants), all Charlie, Delta and Echo responses and to all traffic accidents within the City with Franchisee serving as a backup provider when LVFR is unable to respond a transport-capable unit to specified Bravo (based upon sub-determinants), Charlie, Delta, Echo or traffic accident responses; and

WHEREAS, in accordance with the Ambulance Service Ordinance, the City Manager has determined that since Franchisee is in compliance with all terms and conditions of the Existing Franchise, that it was not necessary for Franchisee to resubmit the information in the initial application for its Existing Franchise for purposes of this renewal; and

WHEREAS, Franchisee agrees to provide ambulance service in the City pursuant to this Franchise; warrants that it holds or shall hold permits from the Health District endorsed for the required services; has or will have all the necessary emergency vehicle permits issued by the

State of Nevada; and employs or will employ emergency medical technicians who are duly licensed by the Health District to perform non-emergency and emergency medical care and provide ambulance service; and

WHEREAS, the City hereby finds and determines that Franchisee is able to own and operate suitable certified equipment and employ qualified, licensed personnel in connection with its ambulance service as defined herein; and

WHEREAS, Franchisee is required by this Franchise to render its ambulance service in the City without discrimination and to any persons regardless of economic level; and

WHEREAS, in the performance of the terms of this Franchise, Franchisee is required to purchase, finance, and maintain suitable vehicles and equipment as required to meet the performance requirements of this Franchise.

NOW, THEREFORE, based upon good and sufficient consideration as provided herein, the City and Franchisee mutually agree as follows:

AGREEMENT

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth in the Ambulance Service Ordinance are incorporated herein and shall apply to this Franchise. In addition, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

1.1 "Ambulance Service Ordinance" means Las Vegas Municipal Code, Title 6, Chapter 8, as it may be amended from time to time.

1.2 "Franchise" means this written agreement between the City and Franchisee, evidencing the City's authorization for Franchisee to provide ambulance service and describing the terms and conditions of the Franchise, and together with all exhibits or appendices attached hereto.

1.3 "911-Dispatched Ambulance Service" means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the Fire Alarm Office (hereinafter referred to as the "FAO") to Franchisee.

1.4 "Fire-Based Community Health Programs" means any LVFR program that addresses a medical, behavioral health, social, legal, or environmental threat to the health and wellness of the citizens and visitors of Las Vegas. As an overarching goal, these programs match the needs of the patients with the appropriate level of healthcare.

Fire-Based Community Health Programs and Mobile Integrated Healthcare include, but are not limited to the following services:

- Utilization of a medical professional for advice for low acuity 911 calls.

- Patient-centered healthcare navigation.
- Community risk-reduction strategies.
- Medication reconciliation.
- Provision of preventative care, health screening, and education.
- Provision of alternative yet appropriate responses for low acuity calls to the 9-1-1 center.
- Provision of alternative modes of transport.
- Post-discharge healthcare navigation.
- Post-discharge follow up and disease management.
- Hospital readmission avoidance.
- Hospice care support and collaboration.
- Long-term care facility support and collaboration.
- Chronic disease management.
- Coordination of outpatient care.
- Fall-reduction strategies.

1.5 "Mobile Integrated Healthcare" means the delivery of patient-centered healthcare in the out-of-hospital environment utilizing technology and mobile prehospital professional resources to address the needs of the community.

2. GRANT OF FRANCHISE

Subject to all terms and conditions of this Franchise and all provisions of the Ambulance Service Ordinance, the City hereby grants to Franchisee a non-exclusive Franchise for ambulance service and to use the rights-of-way for that purpose.

Franchisee shall not self-respond/self-dispatch to emergency events, but Franchisee is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be a medical emergency. If such a response occurs, Franchisee will notify the FAO as soon as reasonably possible. To clarify this obligation, Franchisee shall not monitor police or fire calls and respond to an emergency unless appropriately dispatched by the FAO, but if personnel of Franchisee see a person that appears to be experiencing a medical emergency, the City expects that the Franchisee's personnel will assess the situation and provide appropriate medical care.

The City of Las Vegas reserves and retains the right to provide non-emergency medical services, integrated health and community outreach programs in the Franchise Service Area. LVFR will implement Fire Based Community Health Programs during the term of this Franchise which will include Mobile Integrated Health Services. Franchisee may be invited to participate and collaborate in identified services. This Franchise does not permit Franchisee to provide new system medical and outreach programs, unless approved in advance by the LVFR Medical Director. Approval will not be unreasonably withheld or delayed.

3. RELIANCE UPON APPLICATION

In entering this new Franchise with Franchisee, the City relied on the information provided by

Franchisee in its initial application, its updates thereof and its current Franchise performance. Franchisee agrees that all statements, representations and warranties provided in its initial application are true and correct to the best of Franchisee's knowledge at the time of submission, and further agrees that the City's grant of Franchise may be revoked upon discovery of any material misstatement of fact contained therein.

4. TERM AND EFFECTIVE DATE OF FRANCHISE

4.1 This Franchise shall remain in full force and effect for a period of Five (5) years, commencing on December 1, 2015, subject, however, to Subsection 4.2 and the default and termination provisions herein.

4.2 Franchisee may request and the City Council may grant no more than two extensions of this Franchise. The first extension may be granted for no more than three additional years, and the second extension may be granted for no more than two additional years, in accordance with the following procedure:

4.2.1 No less than one calendar year prior to the natural termination of this Franchise, or any extension thereof, Franchisee shall submit to the City Manager a written request for City Council consideration to extend the term of the Franchise;

4.2.2 The City Manager may accept the request, reject the request or require Franchisee and the Fire Chief to negotiate terms acceptable to the City prior to presenting an item to the City Council for consideration of the extension of the Franchise;

4.3.3 If the City Manager accepts the request for an extension without amendment, or Franchisee and the Fire Chief have agreed to mutually-acceptable terms for amending the Franchise prior to extending the Franchise, the City Manager shall place an item on a City Council agenda for consideration of such request.

4.3 For each calendar year, commencing January 1, 2016, that Franchisee does not achieve annual 90% response time compliance for Priority 1 and Priority 2 calls combined any remaining portion of the term of this Franchise will be reduced by one calendar year as of the 1st of January immediately following the calendar year of nonconformance.

4.4 The Director of Planning, or designee, shall send Franchisee written notice of response time compliance or noncompliance during the preceding calendar year no later than March 1 each year in accordance with the notice procedures of this Franchise.

5. FRANCHISE SERVICE AREA

Franchisee shall provide ambulance services within the Franchise Service Area (hereinafter referred to as "FSA"). The FSA is defined as the incorporated areas of the City as those areas are increased or reduced to accommodate new territory annexed or territory divested by the City.

6. RESPONSIBILITIES OF LVFR AND FRANCHISEE

6.1 Franchisee acknowledges and agrees that LVFR shall be the sole provider of pre-

hospital first responder ambulance service and ambulance transportation services to traffic/transportation incidents and emergency calls dispatching the appropriate fire department resource within the FSA that are prospectively identified as specified Bravo, Charlie, Delta, and Echo responses under guidelines developed by the LVFR Medical Director using the National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) protocols and determinants. Such NAED protocols and determinants will be periodically evaluated by the LVFR Medical Director to analyze medical outcome of patients. Specified B level sub-determinants as identified in Exhibit 1 (Franchisee Bravo dispatch categories) may be amended by the LVFR Medical Director to meet the needs of the response.

6.2 LVFR reserves the right to provide emergency and non-emergency ground Ambulance Service itself to include ALS, BLS, Inter-facility, CCTs, stand-by coverage for special events and Mobile Integrated Health Care responses.

6.3 Franchisee shall respond to emergency calls within the FSA that are prospectively identified using Medical Priority Dispatch Protocol as Alpha, specified Bravo, and Omega level responses under the guidelines developed by the LVFR Medical Director using NAED, version 3.4.3.33, as amended from time to time, or current version, protocols and determinants.

6.3.1. Franchisee will be dispatched to specified B level sub-determinants according to Exhibit 1 (Franchisee Bravo dispatch categories).

6.3.2. NAED protocols and sub-determinants will be periodically evaluated by the LVFR Medical Director to analyze medical outcome of patients. Specified B level sub-determinants may be amended by the LVFR Medical Director to meet the needs of the response.

6.3.3 Franchisee shall provide staff and make available for 911-Dispatched Ambulance Service utilization of bariatric response capable vehicles provided by Franchisee capable of safe transport of patients physically unable to be safely transported by conventional means as determined by the FAO or the Incident Commander.

6.4 Franchisee shall provide supplemental services to assist LVFR in meeting its need for ALS responses with sufficient resources to jointly meet the system-wide demand for service and achieve the system response time goals.

7. AMBULANCE SERVICE REQUIREMENTS

7.1 Franchisee will respond to requests for service as required by this Franchise and the Ambulance Service Ordinance and will cooperate to the fullest extent practicable with the LVFR Medical Director, LVFR employees and all emergency services system stakeholders, e.g., emergency services personnel, physicians and hospital personnel engaged in rendering treatment to sick or injured persons.

7.2 Franchisee shall provide ambulance service twenty-four (24) hours of each day of every year without interruption throughout the term of the Franchise utilizing as many ambulances as necessary to meet the performance standards.

7.3 Franchisee shall provide 911-Dispatched Ambulance Service only when

dispatched by the City. The City, or the City through the FAO, at all times reserves the right to dispatch ambulance service to Franchisee, another franchisee or to provide ambulance service itself. Requests for service shall include those calls which originate from any department or agency of the City and those calls which are referred from local law enforcement agencies through the FAO and only regarding a location within the FSA, unless dispatched under an authorized mutual aid agreement or as aid to LVFR.

7.4 Franchisee shall respond one hundred percent (100%) of calls for which Franchisee is dispatched by the City/FAO that originates within the FSA and into those jurisdictions subject to any inter-jurisdictional agreements and/or procedures that are in effect.

7.5 Franchisee shall provide ambulance service at the Advanced Life Support ("ALS") level of care for all 911-Dispatched Ambulance Service responses in the EMS Priority Dispatch categories of Alpha, specified Bravo (based on sub determinates) and Omega; provided, however, that ambulance service requested to transport category Alpha for presumptively mentally ill patients that require medical screening pursuant to Nevada Revised Statutes Section 433A.165 may be provided by ambulances equipped at the Basic ("BLS") or Intermediate Life Support ("ILS") level of care as appropriate to the call. Franchisee shall, at all times during the term of this Franchise, provide personnel and equipment at a life support level appropriate to each transport, in accordance with the Health District Regulations, the Ambulance Service Ordinance, this Franchise and all other applicable laws and regulations.

7.6 Franchisee's Critical Care Transport personnel, in response to requests for 911-Dispatched Ambulance Service, may not deviate from the Southern Nevada Health District Office ALS protocols unless a CCT unit or CCT level of care is specifically requested by the FAO or incident commander.

7.7 Franchisee acknowledges the incident command and control procedure implemented by LVMC 6.08.160. In addition, Franchisee must participate in the LVFR Incident Command System ("ICS") standard operating procedures. LVFR reserves the right, in its sole discretion, to provide ALS services to a patient utilizing the City's own paramedics.

7.8 Franchisee shall require its employees, including emergency medical technicians, paramedics, supervisors, dispatchers and management personnel to adhere to LVFR's ICS procedures. Ambulance crews and other personnel shall participate in and fully comply with accountability procedures when involved in any incident in which the incident commander requires them to use the accountability system.

7.9 Franchisee may not use any of the City EMS system infrastructure or City factors of production owned by or leased from the City and which is utilized to provide or enhance services provided by Franchisee pursuant to this Franchise for any other purpose, unless Franchisee first presents a plan to the City, which includes a method of fairly allocating and offsetting costs, and receives approval by the City to do so. Under no circumstances will outside obligations interfere with meeting Franchisee's obligations to the City under the terms of this Franchise.

7.10 Franchisee and the City, in cooperation with the City of North Las Vegas and the County, will implement and maintain an electronic patient care reporting system ("ePCR") of its

choice, which is capable of interfacing with and capturing common data sets of the ePCR reporting systems of the LVFR and the fire departments of the City of North Las Vegas and the County.

An ePCR form is required to be completed for all patients for whom care is rendered at the scene, inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

7.11 Public Safety Stand-by Service.

7.11.1. Upon request by the FAO, Franchisee shall, at its cost, respond to emergency incidents involving a potential danger to public safety agencies requesting assistance or the general public.

7.11.2. Other community service oriented entities may request stand-by coverage from Franchisee. Franchisee is encouraged to provide such non-dedicated standby coverage for these events as available and consistent with its deployment model.

7.12 Subject to further agreement and discussions between the Parties, the City and Franchisee may enter into an agreement providing Franchisee use of Opticom and transmitter/transponder units, which open electronically controlled access gates located on fire apparatus access roads within the City to facilitate the timely response of ambulance service to the residents of the City.

7.13 Ambulance service provided by Franchisee shall be provided without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, gender identity or expression, or ability to pay.

7.14 Franchisee shall provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in the FSA pursuant to the ASO and this Franchise. Franchisee acknowledges that the City shall not provide ambulances, clinical equipment or supplies to Franchisee. All costs associated with the services referenced herein shall be the sole responsibility of Franchisee, unless otherwise stated.

7.15 Franchisee shall answer emergency telephone lines within eighteen (18) seconds at least 90% of the time and document compliance with this provision as required by the Fire Chief.

8. DEPLOYMENT PLANNING

Prior to December 1, 2015, Franchisee shall gain approval from the Fire Chief of a deployment plan for ambulance service within the FSA. Among other things as required by the Fire Chief, Franchisee will establish definitive hours of operations as well as unit designators as part of the deployment plan. The plan will be reviewed and approved by the Fire Chief and may be modified by Franchisee to satisfy operational response time requirements upon approval by the Fire Chief. Franchisee shall adopt the deployment plan using Franchisee staffing only.

The approval of such deployment plan will not be construed as acceptance of any particular level of effort, nor will it excuse any failure of Franchisee to achieve response time, clinical or financial performance. Any deviation from the current approved plan that results in a substantial (5% or more) reduction in unit hour deployment shall be submitted in advance to the Fire Chief for review and approval prior to implementation, so that the City and Franchisee have the ability to plan for any potential changes in responses. For clarity, Franchisee may adjust in real time daily unit hour staffing to manage employee sick call offs, additional surge call volume, major community events or conferences, weather related events, etc., without seeking approval prior approval from the Fire Chief.

9. MUTUAL AID TO OTHER AMBULANCE SERVICE PROVIDERS

9.1 As a condition of the Franchise granted herein, Franchisee agrees to provide mutual aid for emergency incidents to all other ambulance franchisees of the City, to the Fire Department and the fire departments of the City of North Las Vegas and the County. Franchisee agrees to provide such aid for emergency incidents that:

9.1.1 Occur on or near any geographical boundary line of the Service Area; or

9.1.2 Because of the circumstances of the emergency incident, require additional ambulance service;

9.1.3 Require a non-assigned ambulance to provide emergency first responder service due to proximity of emergency incident; or

9.1.4 Is requested in accordance with the terms of its mutual aid agreement.

9.2 Franchisee may enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the FSA, provided that the level of service is substantially equal to that provided by Franchisee and the agreement to provide mutual aid between Franchisee and the other agency is authorized in writing by the City Manager.

9.2.1. Mutual aid may be utilized to augment, but not replace, the services that the City is requiring from Franchisee.

9.2.2. In every case, Franchisee will be held accountable for the performance, including response times, of any authorized mutual aid provider used.

9.2.3. Franchisee will provide a monthly report of mutual aid given and received in a format approved by the City.

9.2.4. Each year Franchisee and City will review the mutual aid given and received by Franchisee. Should the City find that Franchisee receives more mutual aid than it provides any mutual aid provider; the City may require Franchisee to enter into negotiations facilitated by the City to compensate any provider of excess mutual aid to preserve mutual aid services that benefit the City without asking another provider to effectively subsidize Franchisee.

9.2.5. Franchisee may propose arrangements that assure that mutual aid is truly mutual or those that compensate mutual aid providers for Franchisee's inequitable use of mutual aid.

9.2.6. Franchisee may use ambulances and resources of related companies and ambulance operations to achieve performance under this Franchise, provided that such use is incidental and does not result in reductions in deployment within the City or excessive use of City-dedicated resources in other jurisdictions.

10. COOPERATION ON EMERGENCY AND TRAINING

10.1 Franchisee shall, to the fullest extent possible, cooperate with the County's Office of Emergency Management, and shall comply with the City's Emergency Plan, including, but not limited to, providing ambulance service for mass-casualty incidents ("MCI"), and providing ambulances and personnel for emergency training purposes.

10.2 Franchisee shall dispatch a supervisor, or higher level personnel, to any MCI or wide-scale emergency incident or disaster in the City to assist the on-scene Incident Commander.

10.3 Franchisee shall participate in training and rehearse on the National Incident Management System and the Health District Mass Casualty Plan every two years, and shall provide upon request by the City verification that such training has been provided.

10.4 Franchisee shall be actively involved in planning for and responding to any MCI, mass gathering, wide-scale emergency incident or disaster or special event for which Franchisee is licensed and is providing special event coverage, within the FSA. Franchisee shall be required to participate in the City's EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans.

10.5 Franchisee will participate in the City's EMS Continuous Quality Improvement and Peer-Review processes when requested by the Fire Chief.

11. FLEET AND EQUIPMENT

11.1 Ambulance Fleet

11.1.1 Franchisee shall adequately maintain all vehicles used in the performance of this Franchise.

11.1.2 Prior to December 1, 2015, Franchisee shall provide the City with an annual fleet listing, inclusive of all reserve vehicles. This list shall be updated annually and provided to LVFR prior to December 1 of each year. At a minimum, the fleet listing shall include the vehicle identification numbers and address and telephone number of the lien holder(s).

11.1.3 Franchisee's ambulance fleet shall meet the following minimum standards:

11.1.3.1. Franchisee shall maintain a minimum fleet size in operable ambulance vehicles that equals or exceeds one hundred twenty-five percent (125%) of the proposed peak deployment of ambulance vehicles provided in the approved deployment plan.

11.1.3.2. No ambulance shall have cumulative mileage of more than 300,000 miles.

11.1.3.3. All ambulances shall meet Federal Specification KKK-1822F or National Fire Protection Association (NFPA) 1917, as amended time to time, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture. Certain exceptions to such standards may be approved by the Fire Chief. If a Franchisee proposes exceptions to either standard, the proposed exception must be presented to the Fire Chief, in writing, and it is the responsibility of Franchisee to justify the recommended changes. The Fire Chief will make a final determination, pursuant to all adopted laws and regulations, and that determination is final.

11.1.4 All ambulances must be specified and constructed to transport two (2) patients, one (1) Franchisee attendant and one (1) LVFR first responder in the patient compartment and one (1) family member in the front passenger seat as well as the driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. Additionally, each ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.

11.1.5 All ambulances must comply with Environmental Protection Agency diesel emissions standards in effect on the date of manufacture.

11.1.6 All ambulances shall use standard colors, emblems, and markings, as required by existing Federal and State standards and City requirements.

11.2 Fleet Safety

11.2.1 Franchisee shall institute and maintain a fleet safety program that shall address, at a minimum, the following:

11.2.1.1 Driver education and vehicle operations;

11.2.1.2 Systems designed to improve safety, "low forces" and other driving, training and monitoring systems;

11.2.1.3 Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents;

11.2.1.4 Providing appropriate child restraint systems for pediatric patients;

11.2.1.5 Vehicle monitoring and record keeping systems; and

11.2.1.6 Fleet maintenance procedures designed to promote and enhance safety.

11.3 Equipment and Supplies for Emergency Life Support Services

11.3.1 Franchisee shall provide all facilities, equipment, material, and supplies, necessary to provide the required services and maintain a neat, clean, and professional appearance of equipment and facilities; and shall ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment.

11.3.2 Franchisee shall use the same or compatible patient care equipment as required by the Southern Nevada Health District's Official Air Ambulance, Ground Ambulance, and Firefighting Inventory and the Official Paramedic Drug Inventory.

12. COMMUNICATION EQUIPMENT, COMPUTER-AIDED DISPATCH ("CAD") AND AUTOMATED VEHICLE LOCATION ("AVL") SYSTEMS

12.1 Communication Equipment

Franchisee shall furnish and maintain dispatch communications equipment and radio consoles, telephone equipment, including hardware and software, proposed communication infrastructure enhancements, and other equipment and software, ambulance radios as indicated herein (mobile and portable) and mobile data terminals or mobile data computers employed by Franchisee in the delivery of services (together, the "Communication System").

12.1.1 Compliance with Laws

12.1.1.1 Prior to December 1, 2015, Franchisee shall install, provide, operate, and maintain an ambulance dispatch center, a telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system.

12.1.1.2 Franchisee must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the Franchise.

12.1.2 Communication System Requirements

Franchisee shall comply with the following requirements concerning the installation, use, operation, and maintenance of their Communications System:

12.1.2.1 Prior to December 1, 2015, Franchisee shall obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Communications System, which are necessary to provide the required services.

12.1.2.2 Prior to December 1, 2015, Franchisee shall provide

documentation describing in detail the operational design for the Communications System and methods proposed for dispatching ambulances.

12.1.2.3 At all times during the pendency of this Franchise and any extensions thereto, Franchisee shall maintain a radio communication system capable of interagency communications.

12.1.2.4 Franchisee's dispatch center must be equipped with a secondary emergency back-up electrical system to insure uninterrupted 24/7 service.

12.1.2.5 Franchisee shall upgrade its Communications System with comparable and compatible technology if and when upgrades are made to the FAO. If upgrades are contemplated by the City and/or FAO, the City shall notify Franchisee a reasonable time before such upgrades occur to permit Franchisee to upgrade its Communications System contemporaneous with upgrades by the FAO. Franchisee is solely responsible for all costs associated with upgrades of interfaces to assure compliance with future communication system upgrades.

12.2 800 MHz Countywide Southern Nevada Area Communications Council ("SNACC").

12.2.1 Franchisee shall communicate with fire agency responders and the FAO over the SNACC 800 MHz trunked radio system at its cost.

12.2.2 Franchisee shall pay for its proportionate use of the 800 MHz trunked radio systems to SNACC as currently required by SNACC.

12.3 AVL/CAD

During the pendency of this Franchise and any extensions thereto, Franchisee shall utilize, whether through purchase, lease or other contractual arrangement, a CAD system to record real-time dispatch information and an AVL system to monitor the location and status of each party's units deployed at all times. Franchisee shall be responsible for any and all costs associated with integrating its AVL with LVFR and FAO. Both CAD and AVL systems must fully interface with the FAO's CAD and be capable of:

12.3.1 Daily clock synchronization with the atomic clock;

12.3.2 Integrating Franchisee's emergency and non-emergency resources onto the FAO's dispatching consoles;

12.3.3 Indicating all system resources available status and location in real-time;

12.3.4 Sending and receiving electronic dispatch information, instructions, and call status;

12.3.5 Complete reliability (defined as operational at greater than 99%) for all Ambulance Service;

12.3.6 Unrestricted access rights for LVFR and FAO to real-time data maintained by the CAD system as necessary to analyze demand and determine deployment procedures;

12.3.7 Unrestricted access rights for the LVFR Medical Director or designee, or the FAO to monitor the location and status of all Franchisee units at all times;

12.3.8 Refreshing the AVL and GPS information no less than every five (5) seconds; and

12.3.9 Availability and operability for all emergency and non-emergency calls for service.

12.4 Franchisee shall furnish at its own cost, and operate through its communications center, a syndromic bio-surveillance and regional data management system as approved by the LVFR.

12.5 Electronic Data System

12.5.1 Franchisee's electronic data system shall be capable of capturing and reporting common data elements used within the EMS system. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to medical priority dispatch questioning, and provision of pre-arrival instruction.

12.5.2 Franchisee's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:

12.5.2.1 Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.

12.5.2.2 Out of chute response times by crewmembers.
12.5.2.3 On-scene times.
12.5.2.4 Hospital drop times by crewmembers.
12.5.2.5 Emergency and non-emergency responses by hour and day.
12.5.2.6 Dispatch personnel response time reports.
12.5.2.7 Canceled run report.
12.5.2.8 Demand analysis report.
12.5.2.9 Problem hour assessment. Call mode by hour and day.
12.5.2.10 Ambulance alert exception report.

12.5.3 Franchisee shall fully complete a manual "dispatch card" in a form approved by the Fire Chief for each dispatch of an ambulance if the computer is inoperable. Franchisee's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system within twenty-four hours of operational service.

12.6 Backup Systems and Disaster Recovery

12.6.1 Franchisee's communications center shall have an uninterruptible power supply to ensure no interruption of critical functions.

12.6.2 The backup power system shall be tested weekly by cutting power and running on standby and generator power. In addition, the communications center shall maintain a backup server, which can be brought on-line in the event of a catastrophic server failure.

12.6.3 As additional security, all databases shall be backed-up again at an off-site location where a separate computer dispatch system shall be online at all times.

12.7 Franchisee will cooperate with the Nevada State Health Division or its designee with the development of regulations to track hospital wait times.

12.8 Franchisee and LVFR shall have view only access and visibility in real-time to each other's CAD and deployment of resources, i.e., ambulances, engines and rescues.

13. REPORTS

Franchisee shall comply with the reporting requirements delineated by Exhibit "2," which is attached hereto.

14. RESPONSE TIME COMPLIANCE

14.1 Response Time Performance Expectations

14.1.1 The City does not limit Franchisee's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements specified herein is the result of Franchisee's expertise and methods, and therefore is solely Franchisee's responsibility. Successful performance of the services shall in part be based on Franchisee's compliance with the response time requirements set forth herein.

14.1.2 Response times are a combination of dispatch, operations, and field operations. Therefore, an error in one phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance).

14.1.3 Appropriate Response Time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of Franchisee. An error or failure in one portion of Franchisee's operation does not excuse performance in other areas of operation.

14.1.4 Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, Franchisee will use its best effort to minimize variations or fluctuations in response time performance according to time of day, day of the week, or week of the month.

14.1.5 Since Franchisee is a provider of ambulance services, patients and

healthcare facilities rely on Franchisee to provide timely inter-facility and non-emergency medical ambulance transportation. The downstream cost to these facilities of poor non-emergency performance is enormous. Therefore, Franchisee will be required to meet or exceed response time criteria for non-emergency ambulance responses as well as emergencies.

14.2 Response Time Requirements

14.2.1 Franchisee shall operate the ambulance services system so as to equalize response time performance throughout the various neighborhoods of the FSA, so that no neighborhood is subject to substandard response time performance.

14.2.2 Franchisee shall meet the following maximum response time throughout the FSA for 911-Dispatched Ambulance Service:

Priority No.	**Definition**	**Maximum Response Time (Minutes)**	**Excessive Response Time (Minutes)**
1	Bravo, Charlie, Delta, Echo for 911-Dispatched Ambulance Service	11:59	14:59
2	Alpha and Omega for 911-Dispatched Ambulance Service	19:59	N/A

14.2.3 Franchisee shall meet the following maximum response time throughout the FSA for non-emergency services:

Priority 3 Subcategories	**Definition**	**Maximum Response Time (Minutes)**	**Excessive Response Time (Minutes)**
Urgent	Immediate transfer requests for critical patients needing higher level of care at another facility	19:59	N/A
Scheduled	Pre-Scheduled transports with 4 hours' prior notice from facility	Scheduled time	N/A
Unscheduled	Unscheduled transfer request from facility	59:59	N/A

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14.2.4 Franchisee shall meet a monthly ninety percent (90%) compliance standard as follows:

Measurement	Monthly Standard
Priority 1 and 2 (combined)	90%
Priority 3 (all subcategories combined)	90%

Compliance with the above is achieved when 90% or more of responses in each measurement meet the specified response time requirements within the FSA for a calendar month.

14.2.5 The delineation of an "excessive response time" in the above response time charts shall only be used to indicate when a certain level of liquidated damages shall be paid by Franchisee to the City. The maximum response time for purposes of Franchisee's obligations above are those times delineated under the chart heading "maximum response time."

14.3 Priorities

14.3.1 Priority Classification Definitions

Response Priorities are defined according to a standard presumptive priority dispatch protocol approved by the LVFR Medical Director. The NAED, version 3.4.3.33, as amended from time to time, or protocols currently in use by the FAO will be used for response time compliance reporting. For the purpose of response time calculations, responses are prioritized according to the tables found at paragraph 14.2.

14.3.2 Description of Priority Classifications

There are three priorities for which Franchisee shall be required to meet specified response times. The call classification as emergency or non-emergency, and as priority 1 and 2 is accomplished by presumptive prioritization in accordance with the current NAED, version 3.4.3.33, as amended from time to time, or protocols currently in use, as approved by the LVFR Medical Director. The descriptions and response time requirements for Franchisee follow:

14.3.2.1 Priority 1: Bravo, Charlie, Delta and Echo Emergencies

Franchisee shall place an ambulance on scene of each specified Bravo, Charlie, Delta and Echo incident within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.2 Priority 2: Alpha and Omega Emergencies

Franchisee shall place an ambulance on the scene of each Alpha and

Omega incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.3 Priority 3: Urgent, Scheduled and Unscheduled Transfers

If a response request for a non-emergency transfer is received by the FAO and transferred to Franchisee, or if the request for a non-emergency transfer is received by Franchisee's dispatch center, Franchisee shall perform within the specified response time not less than 90% of all response requests as measured within any calendar month.

Regardless of where the request for a non-emergency transfer is received (either by the FAO or Franchisee's dispatch center), in the event Franchisee is unable to meet the established maximum response time for priority 3 request for service, Franchisee shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Such notification and reasons for delay shall also be documented in the electronic notes of the call. Notification of the individual or organization does not reduce or eliminate liquidated damages for such delays and the original response time requirements will be used to calculate any damages. Franchisee shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services. Franchisee shall submit a report containing an explanation for responses that fail to meet the response time standards of the City.

14.3.2.4 Scheduled Transfers will include those appointments for non-emergency transfers in which a request is made at least four hours (4:00) prior to the requested appointment time. If the caller subsequently requests a revision of the appointment time less than four hours before the appointment, the appointment may be adjusted. If the request is for an earlier time, Franchisee will arrive at the earlier of the original appointment or the unscheduled response time of 59:59. If the transport is rescheduled to a later time, that is less than one hour later than the original appointment, Franchisee will arrive on time for the new appointment. If the request is changed to a time later than one hour after the original appointment, the response will deemed an Unscheduled Transport and the appropriate response time standard shall be applied.

14.3.3 For every call in every presumptively defined category not meeting the specified response time criteria, Franchisee will submit a written report on a monthly basis in a format approved by the Fire Chief, documenting the cause of the late response and Franchisee's efforts to eliminate recurrence.

14.4 Response Time Measurement

14.4.1 The following methodology shall be used to measure Franchisee response times:

14.4.1.1 Response Time Clock

(a) For purposes of measuring response times, the official LVFR "clock" will be the time displayed by the Computer Aided Dispatch (CAD) system in use

at the FAO;

(b) Franchisee shall assure that the ambulance CAD clock is continuously and accurately synchronized with the FAO CAD;

(c) The average difference in clock time shall never exceed four tenths (4/10) of a second; and

(d) Methods utilizing GPS satellites, the atomic clock and/or direct interconnection may be used; however, Franchisee will be responsible for providing all hardware, software and communications services to accomplish this requirement.

14.4.1.2 Time Intervals for Priority

(a) Response times for priority 1, 2 and 3 responses shall begin with the time the call is received on Franchisee's communications center CAD terminal.

(b) For all priorities, the response time clock shall be stopped when Franchisee's ambulance or authorized mutual aid ambulance transmits the "unit arrived on scene" status signal to CAD.

(1) Such transmission shall not be made until the ambulance unit actually arrives at the specific address or location dispatched with a speed of zero (0) miles per hour.

(2) In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven.

(3) Arrival on the scene of Franchisee supervisor's vehicle shall not stop the response time clock.

(4) Arrival at incident means the moment an ambulance crew notifies the FAO that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.

(5) In instances that the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival "on scene" shall be the time the ambulance arrives at the designated staging location.

(6) The LVFR Medical Director may require Franchisee to log time "at patient" for medical research purposes. However, "at patient" time intervals shall not be considered part of the contractually stipulated response time.

14.4.1.3 For all responses Franchisee shall report the "on scene" CAD time stamp as the "on scene" time. If the CAD "on scene" time stamp is nonexistent or Franchisee believes it to be inaccurate, Franchisee may request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for

verifying the on scene time, by either Franchisee or the City shall be:

(a) the CAD time stamp,

(b) the verbal on scene, and

(c) the time the Automatic Vehicle Locator (AVL) system documents the ambulance being on scene with speed of zero (0) miles per hour. For the purposes of this Franchise, valid AVL data is defined as a data report demonstrating date of service for a particular unit, GPS coordinates consistent with the call location for a particular unit, vehicle number, and a vehicle speed of zero miles per hour and time of this data transmission.

14.4.1.4 In the event of a conflict between any of the times described at 14.4.1.3, resolution of the conflict shall be made by ranking the documents in the following order: First, CAD time stamp, second, AVL system time, and third, verbal on scene time only when the verbal on scene time is documented in Franchisee's CAD electronic notes and further documented by a dated and timed voice recording of Franchisee personnel's on scene communications, as follows:

(a) If the CAD time stamp is nonexistent or is found invalid, the AVL system time will be substituted.

(b) If the CAD time stamp and AVL system time are nonexistent or invalid, the verbal on-scene time will be substituted as indicated above.

(c) If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the "On Scene" time.

(d) The City may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by Franchisee for any response. Should verbal recordings and/or AVL data disprove data reported by Franchisee, the City's Business License Manager will substitute the more accurate data. Franchisee may appeal the City's Business License Manager's decision in writing to the Director of the City's Planning Department. The Director's decision is final and binding.

14.4.1.5 In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time. However, Franchisee may appeal such instances, as the procedure for appeal is provided in 14.4.1.4(d), above, when it can document the actual arrival time through other means, such as a LVFR unit assigned to the same call or AVL position reporting.

14.5 Calculating Upgrades, Downgrades and Reassignments

From time to time, special circumstances may cause changes in call priority classification. Such changes may occur as follows:

14.5.1 Upgrades

If an assignment is upgraded, prior to the arrival on scene of the first ambulance (e.g. priority 2 is upgraded to priority 1), Franchisee's compliance with contract standards and liquidated damages will be calculated based on the shorter of:

14.5.1.1 the time elapsed from call receipt to time of upgrade plus the higher priority response time requirement; or

14.5.1.2 the lower priority response time requirement.

Example:

A call is dispatched priority 2 (required response time of 19:59) and is upgraded to priority 1 (required response time of 11:59) after one (1:00) minute has elapsed. Because 11:59 + 1:00 = 12:59 is shorter than 19:59, the response is subject to the priority 1 Response Time requirement and is considered a priority 1 response.

14.5.2 Downgrades

Medically-trained first responders (LVFR employees) as authorized by the LVFR Medical Director may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first ambulance, Franchisee's compliance with contract standards and liquidated damages will be calculated based on:

14.5.2.1 The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority Response Time requirement, or

14.5.2.2 The higher priority response time requirement, if the unit is downgraded after it would have been judged "late" under the higher priority Response Time requirement.

Example:

A call is dispatched priority 1 (required response time of 11:59) and is downgraded to priority 2 (required response time of 19:59) before exceeding the priority 1 Response Time requirement is considered a priority 2 response.

14.5.3 Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and liquidated damages shall be calculated based on the response time requirement applicable to the assigned priority of the initial response. The initial response time clock will not stop until the arrival of an emergency ambulance reports "on scene" from which the ambulance was diverted.

14.5.4 Cancelled En Route

If an ambulance is cancelled by the FAO after an assignment has been made, but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" for the purpose of compliance with the Agreement and the calculation of liquidated damages.

14.5.5 Response Times Outside of or into Unincorporated Areas Clark County contained within in the FSA

Franchisee will not be held accountable for emergency response time compliance for any response dispatched to a location outside of the FSA or into Unincorporated Areas within the defined FSA. Responses to requests for service outside of the FSA or within Unincorporated Areas of the FSA will not be counted in the total number of responses used to determine LVFR compliance reporting.

14.5.6 Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond.

14.6 Response Time Exemptions

14.6.1 Franchisee shall maintain mechanisms for back up capacity, or reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond Franchisee's reasonable control may affect achievement of the specified response time requirements. These unusual factors are limited to state-declared or federal-declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests will be defined according to a statistical model. For an exemption to be granted, Franchisee must demonstrate that:

14.6.1.1 An unusual factor beyond Franchisee's reasonable control directly contributed to the delay in responding to the individual call for which an exemption is requested.

14.6.1.2 Franchisee took reasonable and prudent measures to prepare and staff for situations of which Franchisee might be reasonably aware. (i.e.: flash flooding forecast in advance requires reasonable efforts in planning).

14.6.1.3 Franchisee utilized a "non-emergency response cutoff" practice consistent with its current System Status Plan on file with the City and LVFR Medical Director to reasonably protect emergency response capabilities.

14.6.2 For the hour of the week for which an exemption is requested, Franchisee must demonstrate that at the moment the call was received, the number of emergency calls dispatched and being worked within the FSA simultaneously exceeds the product of the

following formula:

Overload = [1.5 x (1 Standard Deviation)] + the Mean

The number calculated as the overload in the above equation shall be rounded up to the nearest whole call, for the entire population of emergency calls for that hour for the past 20 weeks

14.7 Circumstances Not Considered For Response Time Exemptions. The following circumstances shall not be considered by LVFR for an exemption pursuant to paragraph 14.6.

14.7.1 Extended delays at hospitals exceeding a minimum of two hours while transferring patients to receiving facility personnel; 14.7.1 Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units and other causes reasonably within the control of Franchisee; and

14.7.2 If any particular call occurs during a period defined as "overload" and errors by Franchisee or Franchisee's employees, subcontractors, mutual providers or Franchisee-provided equipment or technology contribute significantly to the late response.

14.8 Exemption Request Procedure

14.8.1 If Franchisee believes that any response or group of responses should be excluded from the calculation of the response time requirements pursuant to paragraph 14.6, above, and the exemption request is not precluded by paragraph 14.7, above, Franchisee shall provide detailed documentation for each actual response in question to the City's Business License Manager and the LVFR Medical Director in accordance with the following procedure:

14.8.1.1 Franchisee shall use the FirstWatch Solutions Online Compliance Utility ("OCU") (or LVFR-approved alternative) to document the exemption request;

14.8.1.2 Any such request must be made in writing and received by the City's Business License Manager within three (3) business days after the date of occurrence and any request for an exemption received after three (3) business days will not be considered;

14.8.1.3 The City's Business License Manager and the LVFR Medical Director will jointly review the request and issue a determination, using the OCU (or City-approved alternative);

14.8.1.4 Should Franchisee dispute the determination made by the City's Business License Manager and the LVFR Medical Director, Franchisee may make a written appeal to the Fire Chief for a definitive ruling within five (5) business days of the receipt of the appeal.

14.9 Final Response Time Compliance Reports.

Final response time compliance reports produced using the OCU (or City-approved

alternative) shall be complete, accurate and submitted to LVFR within seven (7) business days after the end of each month, unless an extension has been granted by the Fire Chief in advance.

14.10 Response Time Audit Trail

Franchisee shall employ a "data lockbox" approach to performance reporting and the exception request process using the OCU, or an alternative approved by the Fire Chief. All costs associated with Franchisee's data lockbox shall be the sole responsibility of Franchisee. Franchisee shall provide LVFR unrestricted access to all data captured by the OCU and reports generated by the OCU.

15. LIQUIDATED DAMAGES

15.1 Liquidated Damages, Generally.

15.1.1 Failure of Franchisee to comply with any time, performance or other requirement will result in damage to the City that will be impractical to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation.

15.1.2 Liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The City's remedies in the event of Franchisee's breach of this franchise or any noncompliance by Franchisee are not limited to this paragraph 15.

15.1.3 Franchisee shall make payment for any assessed liquidated damages within fourteen (14) calendar days of receipt of penalty assessments from the City or provide an appeal in writing of the penalties assessed, or any portion thereof to the Director of Planning. Within 30 days of receipt of a written appeal, the Director will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the Director's determination, Franchisee shall make payment of the total amount of the Director's penalty assessments. The Director's decision is final.

15.1.4 Should Franchisee fail to pay liquidated damages as provided above, the City may file a claim against the performance bond with Franchisee's surety for all unpaid liquidated damage assessments.

15.1.5 Upon either retrospective audits of calls or exemption requests, if the City finds that a call was assigned a lower priority by Franchisee than would have been assigned had Franchisee communications personnel properly followed the Medical Priority Dispatch Standards as approved by the Fire Chief or his designee, the City will measure the response time against the higher priority, and when applicable, the response will be subject to late response time liquidated damages.

15.1.6 All liquidated damages assessments provided for herein shall be increased annually on December 31st of each year by the CPI-MCS; provided that ambulance rates increase by an identical increase in accordance with the Ambulance Service Ordinance.

15.2 **Monthly Liquidated Damage Assessment**. Assessments for failure to comply with the monthly response time standard of 90% as indicated at Paragraph 14 shall be assessed to Franchisee in any rolling twelve (12) month period as follows:

Category	Occurrence No.	Liquidated Damages Amount
Priority 1 and 2 Combined	First Occurrence	$ 10,000
Priority 1 and 2 combined	Second Occurrence	$ 20,000
Priority 1 and 2 Combined	Third Occurrence	$ 30,000
Priority 3	First Occurrence	$ 5,000
Priority 3	Second Occurrence	$10,000
Priority 3	Third Occurrence	$ 15,000

15.2.1 The monthly liquidated damage assessments indicated above at Paragraph 15.2 shall be assessed on Franchisee in addition to the Individual Per Call Liquidated Damage Assessment indicated at Paragraph 15.3 for late patient response.

15.2.2 The assessments indicated above at Paragraph 15.2 shall be assessed each month if Franchisee fails to comply with the monthly response time standard indicated at Paragraph 14. For purposes of assessing Liquidated Damages, monthly response times will be reported without decimals and no rounding factor will be allowed (e.g. a monthly performance of 89.9% will be reported as 89%).

15.2.3 Failure of Franchisee to achieve at least 90% response time compliance in the FSA for calls will require that Franchisee submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with response times.

15.2.4 Failure to meet Priority 1 and 2 (combined) or Priority 3 response time criteria for at least 90% of the time for 3 consecutive months, or for 4 months in any 12 consecutive months may be considered a breach of this Franchise and may result in revocation of this Franchise pursuant to this Franchise and the Ambulance Service Ordinance, and the City after revocation of the Franchise may file a claim with Franchisee's surety for the surrender of the entire performance bond amount for failure to perform pursuant to the terms of the Ambulance Service Ordinance and this Franchise.

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15.3 **Individual Per Call Liquidated Damage Assessment**. Assessments for failure to meet response times for individual calls as indicated in Paragraph 14 shall be assessed to Franchisee as follows:

Category	Standard Late Penalty	Excessive Response Time
Priority 1	$17.00	$100 (in lieu of the standard late penalty)
Priority 2	$12.00	N/A

15.3.1 Upgraded Calls

If the initial response time requirement expired prior to being upgraded and the upgraded call response time requirement expired prior to the time the ambulance is on scene, staged or canceled, the initial call and the upgraded call are each subject to the late call liquidated damages assessment as provided by the table at Paragraph 15.3.

15.3.2 Downgraded Calls

If the initial response time requirement expired prior to being downgraded and the downgraded call Response Time requirement expired prior to the time the ambulance is on scene, staged or canceled, the initial call and the downgraded call are each subject to the late call liquidated damages assessment as provided by the table at Paragraph 15.3.

15.4 Other Liquidated Damage Assessments

15.4.1 Failure to Report On-Scene Time

Franchisee shall pay the City a two hundred fifty dollar ($250) assessment for each time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Fire Chief, or designee may waive such assessment in a case where Franchisee can demonstrate to the satisfaction of the Fire Chief, or designee, an accurate on-scene time. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

15.4.2 Failure to Respond

15.4.2.1 Franchisee shall pay the City a two thousand dollar ($2,000.00) liquidated damage assessment for each occurrence of a failure to respond.

15.4.2.2 Failure to respond is defined as any call request made for

either emergency or non-emergency ground ambulance transport for which Franchisee fails to dispatch and/or no authorized mutual aid ground transport ambulance responds within the response time requirements pursuant to the table at Paragraph 14.2.

15.4.3 Excessive Time Requirement

15.4.3.1 Franchisee shall pay the City a one hundred dollar ($100.00) liquidated damage assessment for each occurrence of excessive time by Franchisee.

15.4.3.2 Excessive time is defined as Franchisee's or authorized mutual aid ground ambulance response failure to arrive on the scene in response to NAED priority dispatch B/C/D and E level responses within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO.

15.4.4 Monthly Report Requirement

15.4.4.1 Franchisee shall pay the City a five hundred dollar ($500.00) liquidated damage assessment for each failure to submit a monthly report as provided by this Franchise by the seventh (7th) calendar day of the month following the month for which the report pertains. If such day falls on a weekend day or a national holiday, it is a failure not to file such report by the next business day.

15.4.4.2 Franchisee shall pay the City a two hundred-fifty dollar ($250.00) liquidated damage assessment for each successive day Franchisee fails to submit the report in accordance with 15.4.4.1, above.

15.4.5 Failure to Submit Responses to Inquiries

15.4.5.1 Franchisee shall pay the City a five hundred dollar ($500.00) liquidated damage assessment for each failure by Franchisee to submit a response to a request or task by the LVFR Medical Director within three (3) business days.

15.4.6 Failure to Provide ePCR when Requested

15.4.6.1 Franchisee shall pay the City a five hundred dollar ($500.00) liquidated damage assessment for each failure by Franchisee to provide ePCR requested by the LVFR Medical Director, for patient care provided by Franchisee in the City of Las Vegas, within five calendar days of the request.

15.4.7 Reporting On-Scene Erroneously

15.4.7.1 Franchisee shall pay the City a one thousand dollar ($1,000.00) liquidated damage assessment for each instance where Franchisee reports a "unit arrived on scene" before the unit actually arrives at the specific address or location.

15.4.8 Failure to Meet Minimum Equipment Standards

15.4.8.1 Franchisee shall pay the City a one thousand dollar ($1,000.00) liquidated damage assessment for each instance where Franchisee's unit fails to meet the minimum equipment and supply list established by the Southern Nevada Health District.

15.4.9 Responding to Emergency Incident Inappropriately

Franchisee shall pay the City a one thousand dollar ($1,000.00) liquidated damage assessment for each instance where Franchisee responds to an emergency incident without notification from an Incident Commander or FAO, or continues to respond after cancellation by the Incident Commander or FAO.

15.4.10 Franchisee shall pay the City a one hundred dollar ($100.00) liquidated damage assessment for each instance of the following:

15.4.10.1 Failure to provide reports and information to City by specified due dates;

15.4.10.2 Failure to leave, or have immediately available by electronic means, completed Electronic Patient Care Reports (ePCRs) documenting patient care to the receiving facility and LVFR prior to leaving the facility; and

15.4.10.3 Responding and transporting a patient in a BLS unit when the call requires ALS response and transport.

15.4.11. Franchisee shall pay the City a one-hundred seventy-five dollar ($175.00) liquidated damage assessment for each instance when AVL/GPS data confirms that Franchisee's unit was not on-scene when Franchisee reported the unit on-scene.

15.4.12 Franchisee shall pay the City a two-hundred sixty dollar ($260.00) liquidated damage assessment for each instance it is determined that Franchisee called for emergency response resources (i.e. ambulances, air ambulances, power, gas, etc.) without prior notification of an incident commander.

15.4.13 Franchisee shall pay the City a two-hundred sixty dollar ($260.00) liquidated damage assessment for each instance where Franchisee uses a nonexistent ambulance identifier as a dispatched or diverted ambulance.

15.4.14 Franchisee shall pay the City a two-hundred sixty dollar ($260.00) liquidated damage assessment for each instance Franchisee fails to have the gurney and jump-bag when in the immediate proximity of a patient.

15.5 Repetitive Non-Compliance

15.5.1 Repetitive non-compliance is defined as three (3) consecutive months or four (4) instances of the same finding of non-compliance in any twelve (12) month period.

15.5.2 Franchisee shall submit a plan of corrective action to the City within thirty (30) calendar days of being notified of repetitive non-compliance by the City.

15.5.3 Failure by Franchisee to correct repetitive non-compliance may be considered a breach of this Franchise permitting revocation pursuant to this Franchise and the Ambulance Service Ordinance.

15.6 Compliance determinations for the purpose of assessing liquidated damages must exceed one hundred calls in a single month. If one hundred (100) or more priority responses of any priority originate in any month, there will be ninety percent (90%) compliance required as provided herein. However, for months in which fewer than one hundred (100) responses within any priority originate, compliance will be calculated using the last one hundred (100) sequential emergency responses. Should Franchisee be determined to be subject to non-performance liquidated damages for failure to meet the ninety (90%) percent compliance requirement, Franchisee will not be subject to a second assessment of non-performance liquidated damages until at least twenty-five (25) additional responses have originated.

15.7 Incentive for Superior Response Time Performance

15.7.1 For every contract month Franchisee's response time compliance level exceeds 92% throughout the FSA, performance discounts shall be applied against all response time individual call liquidated damages for that priority for the month. For the purpose of performance discounts, response time compliance for each calendar month shall be based on the overall average of all response times for all code priorities for that month.

15.7.2 Performance discounts shall be allocated each calendar month according to the following:

% Compliance	Individual Call Fee	Excessive Late Call Fee
92.01-93.00	$10.00	$90.00
93.01-94.00	$9.00	$80.00
94.01-95.00	$8.00	$70.00

16. FRANCHISEE PERSONNEL REQUIREMENTS

16.1 Management Team

16.1.1 Franchisee shall furnish at list to LVFR of all key personnel prior to December 1, 2015, and shall revise that list every ninety (90) days throughout the term of this Franchise. Any replacement of the key personnel requires the following:

16.1.1.1 Requested changes of the local person in charge of Franchisee (the "General Manager") shall be communicated to City, in writing, ten (10) business days prior to the effective date of the change. In the event that a change must be made more quickly due to exigent circumstances, Franchisee shall make verbal and written notification as soon as reasonably possible.

16.1.1.2 Other changes in key personnel, including supervisors, clinical managers, communications, educational and training supervisors shall be communicated in writing to the City within ten (10) business days of the effective date of change.

16.1.1.3 Franchisee's replacements for key personnel shall have qualifications at least equal to the person being replaced.

16.1.1.4 In each case, Franchisee's replacement is subject to approval by the Fire Chief.

16.1.2 In the event that Franchisee seeks to adopt an alternative management structure that changes roles and responsibilities by eliminating or creating specific supervisory and management positions, or seeks to share positions with related organizations, Franchisee shall communicate its intentions and detailed plan to the City in writing at least ten (10) business days in advance of such change to the Fire Chief. The adoption of such alternative management structure shall not be implemented prior to approval of such plan by the Fire Chief.

16.1.3 The Fire Chief shall not unreasonably withhold approval of any proposed changes in the management team or structure.

16.1.4 The City Manager may request the removal or reassignment of key personnel or other employees provided that the City provides reasonable cause for the change. If such a request is made, Franchisee shall meet and confer with City regarding the request and take appropriate action.

16.2 EMS Liaison

16.2.1 Franchisee shall designate an EMS Program Liaison, who may also be the General Manager, Division Manager or similar position. The EMS Program Liaison shall have an overall grasp of Franchisee's entire operation, be responsible for overall day-to-day operations, and perform information review and gathering, and report generation and analysis.

16.2.2 Franchisee's EMS Liaison shall serve as the liaison between Franchisee and LVFR.

16.2.3 Franchisee' s EMS Liaison shall have successfully completed Incident Command System (ICS) 100, 200, 300 & 400, and National Incident Management System (NIMS) 700 and 800.

16.3 Field Supervision

LVFR recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Franchisee shall appoint on-duty field supervisor(s). The minimum requirements and duties for this position are:

16.3.1 Provide twenty-four hour-a-day, on-duty supervisory coverage within the designated FSA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.

16.3.2 Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.

16.3.3 Such individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transports, and shall have successfully completed ICS 100, 200, 300 & 400, and NIMS 700.

16.4 Communications Center Personnel

16.4.1 Medical communications workers shall, at a minimum, be certified in Emergency Medical Dispatch (EMD) according to the current standard of National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) or such other organization that the Fire Chief may otherwise approve.

16.4.2 Franchisee shall provide comprehensive internal orientation and testing encompassing EMD certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio system operations, radio telephone, and emergency operations center procedures.

16.4.3 Staffing levels shall be such that emergency telephone lines shall be answered on the third ring or within eighteen (18) seconds.

16.4.4 Franchisee shall provide a minimum of two (2) EMS dispatch personnel at all times.

16.4.5 City FAO call-takers shall provide medically appropriate priority dispatch and pre-arrival instructions using medical dispatch protocols and pre-arrival instructions approved by the NAED. The dispatch priorities are subject to change by the LVFD Medical Director.

16.4.5.1 While "priority dispatching" as defined by the National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) is acceptable, the City does not allow the concept of "call screening."

16.5 Character, Competence and Professionalism of Personnel

16.5.1 Franchisee shall ensure professional and courteous conduct and appearance at all times from Franchisee' s field personnel, medical communications personnel, middle managers and top executives.

16.5.2 All persons employed by Franchisee in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check and Franchisee shall provide documentation to the City indicating compliance with this requirement for all relevant employees.

16.6 AMR may request information transmitted to Fire Chief in Section 16 be kept confidential and not released until the date of the key personnel adjustment or change that has been indicated. AMR acknowledges that the City is subject to NRS 239, the Public Records Act, and further acknowledges that such statutory provisions may require the disclosure of such information if requested by member of the public, and this section obligating the City to hold such records confidential is directly limited by the City's statutory obligations to the public.

17. DISASTER ASSISTANCE AND RESPONSE

17.1 Disaster Assistance and Response

17.1.1 Franchisee shall be actively involved in planning for and responding to any declared disaster in the City. Both a Mass Casualty Incident (MCI) plan and an emergency disaster plan following incident command system guidelines have been developed.

17.1.2 In the event a disaster within the City or a neighboring jurisdiction or county is declared, normal operations shall be suspended and Franchisee shall respond as provided by, and in accordance with, the City's disaster plan. Franchisee shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of a state or federal declaration of disaster, the City will not impose performance requirements and liquidated damages for response times.

17.1.3 The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City will provide all reasonable assistance to Franchisee in recovering these costs. However, City shall not be responsible for payments to Franchisee.

17.1.4 Franchisee shall provide detailed information regarding their disaster and emergency operations plans, including, at a minimum, their "essential use" facilities, plans for continuity of service and recovery.

17.1.5 Franchisee shall participate in approved exercises and disaster drills and other interagency training within the FSA.

17.2 EMS System and Community

17.2.1 The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Franchisee shall actively participate in EMS activities, committee meetings and work groups as directed by the Fire Chief.

17.2.2 Franchisee shall develop a local Continuity of Operations plan (COOP) no later than May 30, 2015. The COOP plan shall at minimum include:

17.2.2.1 Identifying essential functions;
17.2.2.2 Orders of succession;
17.2.2.3 Delegations of authority;

17.2.2.4 Protection of vital records and databases;
17.2.2.5 Alternate operating facilities;
17.2.2.6 Interoperable communications; and
17.2.2.7 Capability readiness.

18. QUALITY IMPROVEMENT

18.1 Franchisee may propose EMS program enhancements that may improve the provision of emergency medical care within the FSA.

18.2 During the first year of the Franchise, Franchisee shall use its first year clinical upgrade reserve under Section 19.1.1 to provide twenty five (25) Automated External Defibrillators (AEDs) for placement throughout the community to improve its cardiac arrest and survival rates. The placing of the AED's will be coordinated between LVFR and Franchisee. Franchisee shall undertake responsibility for any required inspection, maintenance, upgrades, supplies, replacement and documentation of the deployed AEDs. Ownership of the AEDs will be retained by Franchisee and their use will be part of a system-wide EMS program designed to improve patient outcomes.

18.2 In-Service Training

18.2.1 Franchisee shall make available to LVFR employees any in-service training program it provides for its employees.

18.2.2 Franchisee's in-service training should, at a minimum, facilitate on-scene interactions with Franchisee's personnel by offering joint EMS training and providing access to Franchisee' s educational programs needed for the continued certification of the LVFR including ACLS, BTLS or PHTLS and PALS/PEPP courses.

19. OTHER REQUIREMENTS

19.1 Financial Reserve for Clinical Upgrades

19.1.1 Franchisee will support its own clinical upgrade program by committing a fixed fifty thousand dollars ($50,000) sum annually, including any extensions of the Franchise. This sum is not to be paid to the City, but held in reserve by Franchisee for clinical upgrades. As set forth in Section 18.2, Franchisee shall use its first year financial reserve to fund an AED project to improve its cardiac arrest and survival rates.

19.1.2 Each annually reserved sum must be used for clinical upgrades directly related to the City's 911 EMS transportation system as well as potential EMS research projects that the City and Franchisee determine may enhance EMS service delivery in the City.

19.1.3 Reserved funds will be spent at the direction of the Fire Chief to upgrade or improve equipment and/or supplies, fund research projects, continuing education and training, and/or insure uniformity and compatibility of equipment and supplies between the City and Franchisee during the term of this Franchise.

19.1.4 If the reserved funds are not used in any one year, the funds will roll over to the next year and will accumulate until needed by Franchisee. Franchisee shall provide an annual report to the City setting forth the amount of the funds held in the accrued account. The report shall be provided within sixty (60) calendar days after the end of each calendar year during the term of this Franchise and any extensions thereto.

19.2 Enabling Legislation for EMS Cost Reimbursement

If the City files a bill for new legislation for the establishment of a Medicaid supplemental reimbursement program for ground medical emergency transports, Franchisee shall support such legislation. The legislation will seek necessary approvals from the federal Centers for Medicare and Medicaid Services for the intended payment methodology to be used to distribute Medicaid supplemental reimbursement. This Section does not preclude Franchisee to seek similar State and Federal reimbursement for EMS patients within the City of Las Vegas.

20. AMBULANCE SERVICE RATES

Franchisee shall not charge any patient or any other payer more than the maximum ambulance service rates for the level of service provided, as established by the Ambulance Service Ordinance.

21. FRANCHISE FEES

The City shall provide dispatch, radio communications system maintenance, clinical and non-clinical oversight, injury prevention program coordination, contract management, regulatory oversight, administration and other services relevant to the administration of this Franchise. Franchisee shall reimburse the City for these services by paying the City a franchise fee not to exceed its costs for such services in the amount of EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) payable quarterly in arrears, with each installment due and payable not later than 45 days after the end of the calendar quarter of each year during the term of this Franchise. The franchise fee shall be adjusted for inflation during the term of this Franchise by 2% or by the percentage change in the CPI-MCS for the twelve-month period of the preceding calendar year, whichever is greater; provided that ambulance rates increase by an identical increase in accordance with the Ambulance Service Ordinance. The franchise fee set forth in this Franchise shall be used to partially reimburse the City only for the City Services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

22. REVOCATION; OPTION TO LEASE AMBULANCES, FACILITIES AND EQUIPMENT

22.1 The City may revoke this Franchise as provided by the terms of the Ambulance Service Ordinance.

22.2 Franchisee hereby grants to the City an option to lease any and all of Franchisee's ambulances and equipment necessary to provide ambulance service in the Service Area if, as conditions precedent, the City revokes the remainder of this Agreement in accordance with the Ambulance Service Ordinance and, within 72 hours of such revocation, exercises its lease option

pursuant to Subsection 16.2. The provisions of this Section 16 will survive any revocation of the remainder of this Agreement.

22.3 At such time as the remainder of this Agreement is revoked, the City may exercise its option to lease any and all of Franchisee's ambulances and equipment by giving Franchisee written notice of its election to lease such ambulances, facilities and equipment. The ambulances and equipment subject to this Section include but not limited to those ambulances described in Exhibit "3" hereto.

22.4 The City's option to lease ambulances and equipment will not exceed the time reasonably necessary for the City to arrange for alternative ambulance service. Unless the City exercises its lease option pursuant to this Section, the rights granted to the City under this Section will expire with the expiration date of this Agreement. Immediately upon the termination of any lease created pursuant to this Section, the City will, at its own cost and expense, subject to the availability of the unencumbered balance of appropriations in the City's ambulance franchise fund, return to Franchisee all leased ambulances and equipment in the same condition as when received, ordinary wear and tear excepted, at such location within the City as Franchisee will specify.

22.5 During the term of any lease created pursuant to this Section, the City will be responsible at its own cost and expense, subject to the unencumbered balance of appropriations in the ambulance franchise fund, for all maintenance, repairs, operational and insurance costs associated with all leased ambulances and equipment. The City will at all times during the term of the lease have the sole responsibility of maintaining the leased ambulances and equipment in good operating condition and appearance as when they were first delivered, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.

22.6 Subject to the availability of the unencumbered balance of appropriations in the ambulance franchise fund, the City will pay to Franchisee, in monthly installments throughout the term of any lease created pursuant to this Section, an amount equal to Franchisee's actual costs associated with owning the leased ambulances, facilities and equipment and/or leasing them to the City. The City Council may augment or transfer additional funds to the ambulance franchise fund for the lease of the ambulances, facilities and equipment as provided in Nevada Revised Statutes Chapter 354. If the funds in the ambulance franchise fund are insufficient to pay for the lease of ambulances, facilities and equipment, late fees, and maintenance described hereunder, and the City Council does not transfer additional funds, the lease will terminate and Franchisee may repossess all ambulances, facilities and equipment.

22.7 Within ten days following the expiration of each 30-day period during the term of any lease created pursuant to this Section, Franchisee will deliver an invoice to the City itemizing such costs, and the City will make payment to Franchisee no later than ten days following receipt of the invoice. If the City fails to make any monthly payment within five days after the due date, Franchisee will have the right, subject to the availability of the unencumbered balance of appropriations in the ambulance franchise fund, to charge the City a late fee in the amount of five percent of the unpaid balance of the lease without waiving its ability to declare a default under other provisions of the lease.

22.8 The City's failure to make any monthly payment when due or otherwise comply

with the provisions of any lease created pursuant to this Section will constitute a material breach and default of this lease, and Franchisee may repossess all ambulances and equipment. Upon the occurrence of such a default, Franchisee reserves the right, subject to the unencumbered balance of appropriations in the ambulance franchise fund, to take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease, including late fees, or to enforce the provisions of the lease by specific performance.

22.9 The City acknowledges and agrees that it has not obtained and will not obtain any title to any of the ambulances and equipment subject to any lease created pursuant to this Section, nor any property right or interest, legal or equitable therein, except solely as the lessee under such lease.

22.10 If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section, the losing party agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action, provided that if Franchisee is the prevailing party, such award of attorney's fees is subject to and conditioned upon there existing an unencumbered balance of appropriations in the ambulance franchise fund to cover such award.

22.11 The City will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of Franchisee. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the City to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.

22.12 Nothing contained in this Section will be construed as constituting a partnership between the City and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

23. SECURITY

Franchisee shall provide security for performance consistent with the Ambulance Service Ordinance by providing a performance bond in the amount of ONE MILLION DOLLARS ($1,000,000.00) from an institution approved by the City, and upon the terms approved by the City. The use of this security instrument shall be provided by relevant provisions of the Ambulance Service Ordinance and this Franchise.

24. INSURANCE

Prior to providing any ambulance service in the City, Franchisee shall provide proof of insurance coverage in the types, forms and amounts as provided in the Ambulance Service Ordinance. Failure to maintain such insurance through the term of this Franchise shall be cause for revocation of the Franchise granted herein.

25. TRANSFER AND ASSIGNMENT

This Franchise and the rights, privileges, permissions, and authorities granted herein are

personal to Franchisee and cannot be sold, transferred, leased, assigned, or otherwise disposed of, in whole or in part, either by voluntary or involuntary proceedings without the approval of the City Council, as provided in the Ambulance Service Ordinance.

26. INDEMNIFICATION/HOLD HARMLESS

26.1 Franchisee, as a condition of the grant of this Franchise, and in consideration thereof, shall defend, indemnify, and hold the City harmless against all claims for damages to persons or property by reason of the operation of its franchised business, or any way arising out of performance under this Franchise, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of Franchisee or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Franchisee is by law responsible.

26.2 This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Franchisee and the City. In the event any claim is made against the City that falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, Franchisee shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Franchisee has agreed by accepting this Franchise, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give Franchisee immediate notice of such suit or proceeding; whereupon Franchisee shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

26.3 Upon failure of Franchisee to comply with the "defense of suit" provisions of this Franchise, after reasonable notice to it by the City, the City shall have the right to defend the same and in addition to being reimbursed for any settlement or judgment that may be rendered against the City, together with all costs incurred therein, Franchisee shall reimburse the City reasonable attorney fees, including those employed by the City in such case or cases, as well as all expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the event the City is compelled to undertake the defense of any such suit by reason of Franchisee's failure to perform as here and above provided, the City shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem in the best interest of the City, this without the prior approval or consent of Franchisee with respect to the terms of such compromise or settlement.

26.4 The amounts and type of required insurance coverage set forth in the Ambulance Service Ordinance shall in no way be construed as limiting the scope of indemnity set forth herein.

26.5 Franchisee shall indemnify, defend and hold harmless the City from any and all suits, claims, demands and actions by Franchisee's employees or its subcontractors' employees

for work-related injuries resulting from or arising out of the performance of this Franchise or the provision of ambulance service.

27. NO AGENCY

Franchisee shall provide the services required pursuant to this Franchise as an independent contractor and not as an agent of the City.

28. COMPLIANCE WITH LAWS AND REGULATIONS

During the term of this Franchise, Franchisee shall comply with the Ambulance Service Ordinance and all other applicable state, federal and local laws and regulations. Failure to comply may be grounds for the imposition of penalties or sanctions, including termination of this Franchise.

29. COOPERATION AND SUPPORT

During the term of this Franchise, the City and Franchisee shall cooperate and support each other to advance the emergency medical services system within the City including, the promotion of improved patient care initiatives, reduction in costs or other measures designed to improve the system.

Franchisee shall immediately disclose to the City when Franchisee takes any action to initiate or support legislation, rulemaking or regulatory action in any forum, whether the federal, state or local government and any administrative agencies of these governmental units that is determined by the City to directly impact the City of Las Vegas' ability to provide medical services or seek reimbursement for services provided. Upon disclosure of such actions, the City may request Franchisee to suspend or terminate such efforts.

All media contacts and communications regarding the City of Las Vegas 911 Dispatched Ambulance Services and the City of Las Vegas integrated community programs shall be coordinated through the LVFR public information officer. No comments, information or communications shall occur except through this process, and a failure by Franchisee to comply will be considered a breach of this Franchise, which could result in revocation.

30. NO WAIVER; CUMULATIVE REMEDIES

Franchisee shall not be excused from complying with any of the terms or conditions of this Franchise because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or Franchisee to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy preclude any other right or remedy.

Franchisee agrees that the City shall have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Franchise and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing

contained in this Franchise shall impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City shall not release Franchisee from its obligations or any liability under this Franchise, except as expressly provided for in this Franchise or as necessary to avoid duplicative recovery from or payments by Franchisee. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, shall be construed to excuse faithful performance by Franchisee or limit the liability of Franchisee for damages, either to the full amount of the posted security or otherwise.

31. ADMINISTRATION

The Director of Planning shall administer or direct the administration of this Franchise.

32. NOTICES

Any notice, request, or demand which may be or is required to be given under this Franchise shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:
General Manager
Mercy, Inc.
7201 West Post Road
Las Vegas, NV 89113

With Copy To:
Legal Department
Mercy, Inc.
6200 S. Syracuse Way, Suite 200
Greenwood Village, CO 80111

CITY:

CITY OF LAS VEGAS
Department of Planning
Business Licensing Manager
333 N. Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

33. GOVERNING LAW

This Franchise shall be deemed to be executed in the City of Las Vegas in the State of Nevada, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Nevada, as applicable to contracts entered into, and to be performed entirely within this State.

34. MODIFICATION OR AMENDMENT

This Franchise may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the City Council, and the terms and conditions thereof expressed in a written document, signed by both parties.

35. ENTIRE AGREEMENT

35.1 The preparation, execution, and delivery of this Franchise by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Franchise unless such agreements or understandings are expressly referred to.

35.2 The grant of this Franchise shall have no effect on Franchisee's duty under its prior ambulance service franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior ambulance service franchise was in effect.

36. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on Franchisee and the City.

37. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit "4," all principals, including partners, of Franchisee, as well as all persons and entities holding more than a 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employee Retirement Income Act (ERIA)), and attaches current copies of such federal disclosures to Exhibit "4," the requirement of this Section shall be satisfied. Throughout the term hereof, Franchisee shall within ten (10) days notify the City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within ten (10) days of any such filing.

38. HIPAA.

Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

39. NON-EXCLUSION.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Franchise, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

41. NO INFLUENCE ON REFERRALS.

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

41. ORDINANCE CHANGE.

Franchisee acknowledges that these franchise provisions are subject to the terms of the Ambulance Service Ordinance as currently adopted and as amended in the future pursuant to LVMC 6.08.340. That provision, provides in pertinent part, as follows: "the franchisee, by its acceptance of the franchise, agrees to be bound thereby and to comply with any action under (or requirement) of the Las Vegas Municipal Code, as it exists now or as amended in the future."

As the terms of this Franchise are not to be implemented until midnight on December 1, 2015, the Parties acknowledge that the Fire Chief plans to propose amendments to the Ambulance Service Ordinance to conform paragraphs 11.1.3.2, 14.2, 14.2.3 and 15.2.3 to the terms of this Franchise.

. . .

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be legally executed in duplicate this 3rd day of September, 2014

CITY OF LAS VEGAS

By: 09/03/2014
CAROLYN G. GOODMAN, Mayor

MERCY, INC. D/B/A AMERICAN MEDICAL RESPONSE

By:
EDWARD B. VAN HORNE, President

ATTEST:

09/08/2014
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

8/21/14
Deputy City Attorney Date

EXHIBIT 1

BRAVO DISPATCH CATEGORIES

MPDS Code	Condition	Description
2B-1	Allergic Reaction	Unknown
4B-1	Assault	Possible dangerous area, but alert and breathing
4B-2	Assault	Serious Hemorrhage, but alert
4B-3	Assault	Unknown
16B-1	Eye Problems/Injuries	Severe (direct blow, wye cut open, eye leak
17B-3	Unknown	
18B-1	Headache	Unknown
20B-1	Heat/Cold Exposure	Change in skin color
20B-2	Heat/Cold Exposure	Unknown
23B-1	Overdose	Without priority symptoms (CP, SOB)
24B-1	Pregnancy	Labor delivery not imminent, >5 months
24B-2	Pregnancy	Unknown
25B-1	Psychiatric	Serious Hemorrhage, but alert
25B-2	Psychiatric	Non-serious or minor hemorrhage
25B-3	Psychiatric	Threatening suicide
25B-4	Psychiatric	Jumper
25B-5	Psychiatric	Near hanging, strangulation or suffocation
25B-6	Psychiatric	Unknown
26B-1	Sick Person	Unknown
28B-1	Stroke	Unknown
32B-1	Unknown problem, man down	Standing, sitting, moving, or talking
32B-2	Unknown problem, man down	Medical Alarm
32B-3	Unknown problem, man down	Unknown
32B-4	Unknown problem, man down	Caller's language not understood

EXHIBIT 2
RESPONSE TIME PERFORMANCE REPORTING REQUIREMENTS

1. Documentation of Incident Response Time Intervals

(a) Franchisee shall document all times necessary to determine total ambulance Response Time, and patient disposition information including but not limited to:

1. time call received by the dispatch center,
2. time location verified,
3. time ambulance crew assigned,
4. time en route to scene,
5. arrival at scene time,
6. total on-scene time,
7. time en route to hospital,
8. total time to transport to hospital, and
9. time of arrival at hospital time.
10. Disposition of the patient
11. Transport Destination if transported

(b) Other times may be required by the Fire Chief to document specific activities such as:

1. arrival at patient side,
2. administration of treatments, and
3. other instances deemed important for clinical care monitoring and research activities.

(c) All times shall be recorded by Franchisee on the ePCR and in Franchisee's CAD system.

(d) Franchisee shall provide unrestricted electronic access to the ePCR form for 911-Disptached Ambulance Service to patients within the FSA and its CAD database for the City to extract and corroborate response time performance and quality of EMS care. Ok

(e) Franchisee shall not make changes to times entered into its CAD after the event. Franchisee may request changes from the City when errors or omissions are discovered. The Fire Chief has sole discretion to determine whether changes to times by Franchisee shall be permitted.

(f) In accordance HIPAA and the Parties signing applicable agreements with participating hospitals, SNFs and other facilities, Franchisee shall provide unrestricted electronic access to the ePCR form for non-emergency patients within the FSA.

2. Response Time Performance Report

The City shall analyze and evaluate CAD data within a reasonable amount of time following submission by Franchisee, for the determination of response time compliance and will monitor response time data on an ongoing basis to evaluate performance. Franchisee shall self-monitor response time data as follows:

(a) Franchisee shall use response time data in an on-going manner to evaluate performance and compliance with response time requirements, in an effort to continually improve response time performance levels.

(b) Franchisee shall identify the cause(s) of performance failures, and document efforts to eliminate the problems on an on-going basis.

(c) Franchisee shall provide an explanation to the Fire Chief for every call exceeding the required response time requirements and, where appropriate, describe steps taken to reduce extended response times in the future.

3. Reporting Requirements

Franchisee will provide, by the seventh calendar day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that Franchisee fails to provide the performance reports, the City shall assess liquidated damages as provided by this Franchise.

4. Data and Reporting Requirements

(a) Franchisee shall provide reports detailing its operations, and clinical and administrative data in a manner that facilitates its retrospective analysis as required by the Fire Chief.

(b) Franchisee and LVFR shall establish procedures to automate the monthly reporting requirements not collected within CAD data.

5. Dispatch Computer

The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation

6. Records

(a) The data collection system must be functionally equivalent to and capable of interfacing with and capturing common data sets of the ePCR reporting system of LVFR.

(b) The data collection system shall include, but not be limited to, the following generally described sources:

1. A uniform dispatch report form to the Health District's specifications.
2. A uniform patient care form to the Health District's specifications.
3. An inter-hospital patient care form to the Health District's specifications.
4. Equipment maintenance and inventory control schedules as required by the Health District.
5. Deployment planning reports.
6. Continuing education and certification records documenting training and compliance with the Health District's requirements.
7. Clinical Performance audits and analysis reports to the LVFR Medical Director specifications.

(c) An ePCR form is required to be completed for all patients for whom care is rendered at the scene, Inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

(d) Franchisee shall comply with all applicable federal regulations. Franchisee understands and acknowledges the applicability of these regulations to Franchisee. Franchisee agrees to permit City inspection of its records to verify such compliance.

(e) Franchisee shall maintain, for at least three (3) years, records regarding the personnel dispatched on each responding ambulance.

(f) Prior to December 1, 2015, Franchisee shall make available to the City a complete and current record of all personnel employed to perform Franchisee's obligations under this Agreement. This list shall be updated monthly and transmitted to LVFR prior the first of every month.

(g) To ensure that the City can conduct system-wide quality improvement activities, within 24 hours Franchisee shall provide the LVFR Medical Director as well as receiving hospitals, unrestricted access to accurately completed ePCR records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain:

1. name;
2. address;
3. date of birth;
4. social security number;
5. signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign); and
6. sufficient information to appropriately document medical information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

All electronically captured data including EKG, Pulse Oximetry, ET Capnography, NIBP, Drug and Event data shall be included in the electronic dataset.

7. Monthly Reports

(a) Franchisee shall provide, by the seventh business day of each calendar month, reports dealing with its performance during the preceding month as it relates to its clinical and operational performance as required by this Franchise and the Ambulance Service Ordinance. The format of such reports shall approved by the Fire Chief.

(b) Franchisee shall document and report to LVFR, monthly, in writing, and in a format approved or provided by City, response time compliance and customer complaint/resolutions. Reports other than response time compliance and customer complaint/resolutions shall be reported every ninety (90) days, beginning on March 1, 2016.

(c) Response time statistical data

Within seven (7) business days following the last day of each month, Franchisee shall ensure that ambulance response time records are available to the City and LVFR Medical Director in a computer readable format approved by City, and are suitable for statistical analysis for all ambulance responses originating from requests within the FSA. The records shall, at a minimum, include the following data elements:

(i) Unit identifier
(ii) Location of call – street address
(iii) Location of call – longitude and latitude
(iv) Nature of call (EMD Code)

(v) Time call received
(vi) Time call dispatched
(vii) Time unit en route
(viii) Time unit on-scene
(ix) Time unit to hospital
(x) Time unit clear and available
(xi) Disposition
(xii) Receiving hospital/Transport destination
(xiii) Number of patients transported.

8. Other Reports

At the end of each calendar year, LVFR shall provide a list of required reports and their frequency and due dates other than those required by the terms of this Franchise. Reports to be required shall include, but are not limited to:

1. Clinical

(i) continuing education compliance reports
(ii) summary of clinical/service inquiries and resolutions
(iii) summary of interrupted calls due to vehicle/equipment failures.

2. Operational

(i) a list of each call where there was a failure to properly record all times necessary to determine the response time; and
(ii) a list of authorized mutual aid responses to and from system.

3. Response Time Compliance

(i) a list of each emergency call dispatched for which Franchisee did not meet the Response Time requirement for each Emergency Response Zone and an explanation of why the response was late;
(ii) canceled calls; and
(iii) exception reports and resolution.

4. Community/Governmental Affairs Report

(i) Number of conducted community education events in the FSA; and
(ii) Public Relations (PR) activities, first responder recognition.

9. Electronic Access to Report

Franchisee shall provide unrestricted access capability to City, at Franchisee's expense, to all ePCRs for patients in the FSA and provide a mechanism to create customized reports for City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

10. Franchisee shall provide the City with such other reports and records as may be required by the City Business License Manager.

EXHIBIT 3

Exhibit "3"

UNIT #	VIN	mileage 8/15/2014		Plate #	Make/Model	GURNEY	Make	Model	EKG/Defi	Make	Model
500	1FDXE45P48DA54379	237320	ALS	SH0757	Ford E350	100739914	Stryker	MXPowerPro	US00544214	Philips	MXR
504	1FDXE45P95HB44146	222792	ALS	SH0761	Ford E350	100739904	Stryker	MXPowerPro	US00544219	Philips	MXR
507	1FDWE35P19DA90425	202969	ALS	SH0763	Ford E350	100739950	Stryker	MXPowerPro	US00544195	Philips	MXR
508	1FDWE3FS6ADA48419	215439	ALS	SH0764	Ford E350	100739912	Stryker	MXPowerPro	US00544198	Philips	MXR
509	1FDWE3FS4ADA48421	204920	ALS	SH0765	Ford E350	100739964	Stryker	MXPowerPro	US00544208	Philips	MXR
510	1FDWE3FS6ADA48422	219787	ALS	SH0766	Ford E350	100739903	Stryker	MXPowerPro	US00544168	Philips	MXR
511	1FDWE3FS2ADA48420	210412	ALS	SH0767	Ford E350	100739960	Stryker	MXPowerPro	US00544204	Philips	MXR
512	1FDWE3FS1ADA82011	200186	ALS	SH0768	Ford E350	100739911	Stryker	MXPowerPro	US00544183	Philips	MXR
514	1FDWE3FS3ADA82012	208824	ALS	SH0770	Ford E350	100739957	Stryker	MXPowerPro	US00544182	Philips	MXR
707	1FDWE35P98DA84869	235969	ALS	SH0790	Ford E350	100739918	Stryker	MXPowerPro	US00544179	Philips	MXR
708	1FDWE35P77DA87767	226253	ALS	SH0788	Ford E350	100739913	Stryker	MXPowerPro	US00544202	Philips	MXR
75	1GBJG316671231370	213672	ALS	SH0776	Ford E350	100739962	Stryker	MXPowerPro	US00544171	Philips	MXR
78	1FDWE35P07DA87769	232919	ALS	SH0773	Ford E350	100739914	Stryker	MXPowerPro	US00544201	Philips	MXR

EXHIBIT 4

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

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Block 1 **Contracting Entity**
Mercy, Inc., d/b/a American Medical Response
7201 West Post Road
Las Vegas, NV 89113
702-671-6991
FEIN # 88-0125707

Block 2 **Description**
Subject Matter of Contract/Agreement
Franchise Agreement for Ambulance Service
Contract No.

Block 3 *Type of Business*

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust
☐ Other:

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See continuation sheet	All entities on continuation sheet: c/o 6200 South Syracuse Way, Suite 200, Greenwood Village, Colorado 80111	All entities on continuation sheet: c/o 303.495.2000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

. . .

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Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: Franchise Agreement for Ambulance Service

Date of Attached Document: August 20, 2014 Number of Pages: 51 (50 pages plus 1 continuation sheet to Exhibit 4)

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

SUSAN IRELAND
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-22-17
Certificate No 09-9778-1

Edward B. Van Horne, President of Mercy, Inc.

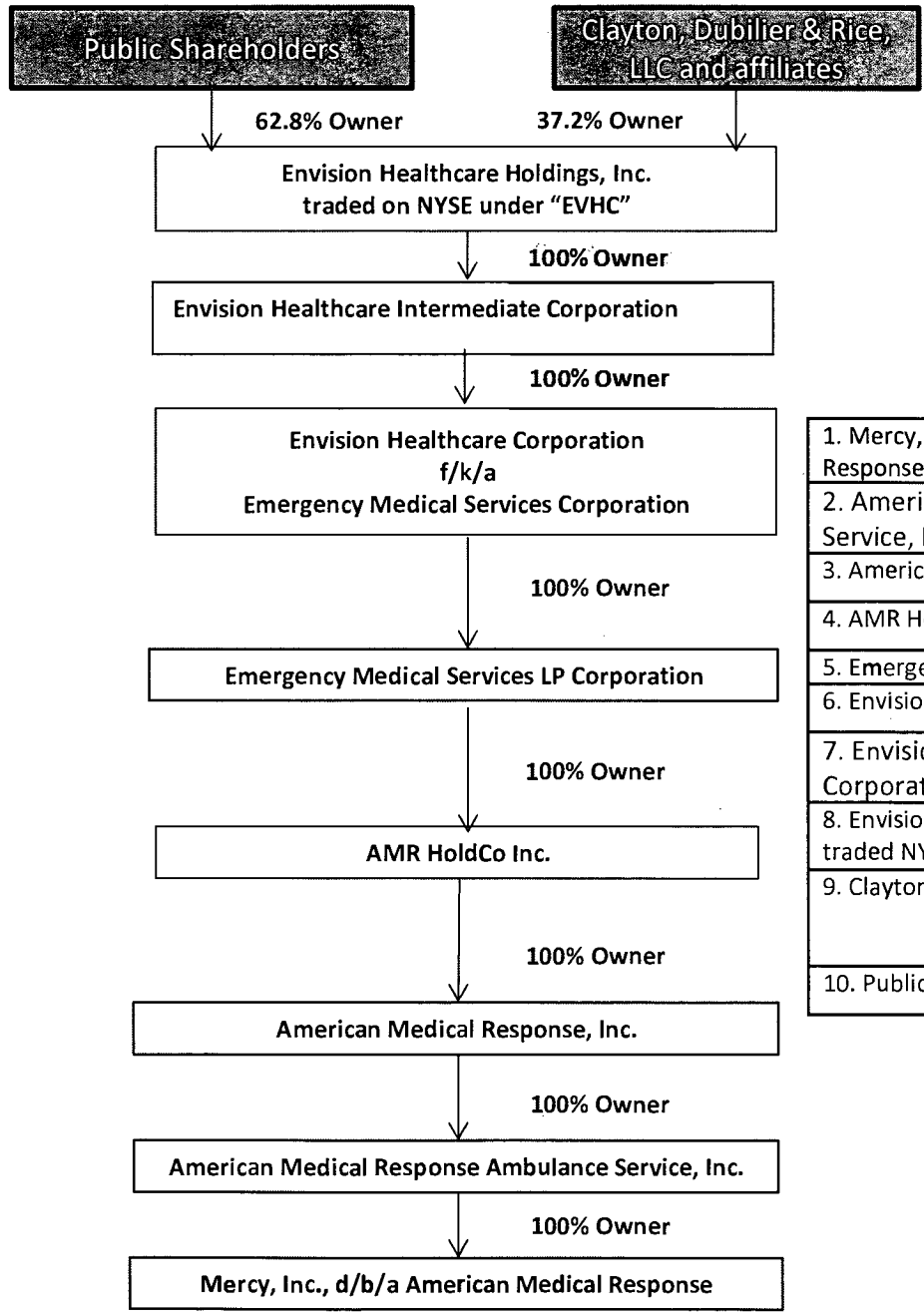
August 20, 2014

Date

Subscribed and sworn to before me this 20th day of August, 2014

Susan Ireland

Notary Public



1. Mercy, Inc., d/b/a American Medical Response	Ambulance Provider
2. American Medical Response Ambulance Service, Inc.	100%
3. American Medical Response, Inc.	100%
4. AMR Holdco, Inc.	100%
5. Emergency Medical Services LP Corporation	100%
6. Envision Healthcare Corporation	100%
7. Envision Healthcare Intermediate Corporation	100%
8. Envision Healthcare Holdings, Inc. (publicly traded NYSE, ticker EVHC)	100%
9. Clayton, Dubilier & Rice, LLC and affiliates	37.2%
10. Public shareholders	62.8%