

AMBULANCE SERVICES FRANCHISE AGREEMENT

This **AMBULANCE SERVICES FRANCHISE AGREEMENT** is made and entered on February 1, 2018 by and between City of North Las Vegas, a political subdivision of the State of Nevada, (hereinafter referred to as "City"), and MedicWest Ambulance, Inc. a Nevada corporation (hereinafter referred to as "Franchisee"; collectively, City and Franchisee will be referred to as the "Parties").

RECITALS

WHEREAS, Franchisee and City are parties to that certain Ambulance Services Franchise Agreement effective December 5, 2005, as amended by (i) that certain First Amendment to Ambulance Services Franchise Agreement dated July 17, 2009, (ii) that certain Second Amended and Total Restatement of Ambulance Services Franchise Agreement dated March 7, 2012 which expired on December 31, 2017, and (iii) that certain Third Amendment to the Ambulance Services Franchise Agreement dated May 20, 2015, in which the City granted Franchisee an ambulance franchise to provide emergency and non-emergency ambulance services within the boundaries of the City (the "Existing Franchise");

WHEREAS, the City and Franchisee entered into Amendment One to the Second Amended and Total Restatement of Ambulance Services Franchise Agreement dated December 20, 2017, under which the City Manager is authorized to implement, with written concurrence of the Franchisee, a total of four month-to-month extensions to extend the Existing Franchise from December 31, 2017 to April 30, 2018, if necessary;

WHEREAS, the Existing Franchise will remain in effect from January 1, 2018 to January 31, 2018 pursuant to a one-month extension agreed to by the City and Franchisee;

WHEREAS, the City and Franchisee desire to enter into this Ambulance Services Franchise Agreement which shall be effective beginning on February 1, 2018, for a period of five years with an opportunity for Franchisee to earn one additional three year term through an extension of this Agreement;

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

WHEREAS, Franchisee acknowledges that, under this Agreement, the City desires to retain up to 40% operational control of all calls in accordance with the Operational Model as herein defined, regardless of whether they are emergency or non-

emergency calls;

WHEREAS, Franchisee (i) agrees to provide Ambulance Service in the City pursuant to this Agreement, (ii) warrants that it holds or shall hold permits from the Southern Nevada Health District ("SNHD") endorsed for the required services, (iii) has or will have all the necessary emergency vehicle permits issued by the State of Nevada, and (iv) employs or will employ emergency medical technicians ("EMT") who are duly licensed by SNHD to perform non-emergency and emergency medical care and provide Ambulance Service;

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;

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;

WHEREAS, NLVFD and Franchisee believe their combined resources will better service patients and Ambulance Service stakeholders than their resources separately; 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 Ordinance (as defined below) 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 "Agreement" 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 Ambulance Service to be provided by Franchisee, and together with all exhibits or appendices attached hereto.

1.2 “Ambulance Ordinance” means North Las Vegas Municipal Code, Title 8, Chapter 8.08 - Ambulances, as it may be amended from time to time.

1.3 “Compliance Officer” means the City employee responsible for ensuring that the City and Franchisee comply with the terms of this Agreement and the terms of the Ambulance Ordinance.

1.4 “Franchise” means the authorization granted by the City to the Franchisee to provide Ambulance Service in the City for a period of five years with an opportunity for Franchisee to earn one additional three year term through an extension of this Agreement.

1.5 “Franchise Service Area” or “FSA” means the incorporated areas of the City as those areas are increased or reduced to accommodate new territory annexed or territory divested by the City. The Franchise Service Area consists of both Zone 1 and Zone 2.

1.6 “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.

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

1.8 “Mobile Integrated Healthcare” means the delivery of patient-centered healthcare in the out-of-hospital environment utilizing technology and mobile pre-hospital professional resources to address the needs of the community.

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; and
- Fall-reduction strategies.

1.9 “Operational Model” means the NLVFD policies and/or procedures regarding operational deployment, transport capability, and practices. The principles of the Operational Model shall be: (i) the best interests of patient care; (ii) equity between NLVFD and Franchisee; (iii) financial sustainability of the system; and (iv) the best interests of, and costs to, Ambulance Service stakeholders. The resources of Franchisee’s affiliated companies may also be utilized in the Operational Model, e.g., provide coverage under mutual aid for areas adjacent to the City’s jurisdictional boundaries.

1.10 “Operational Model Change” means changes to NLVFD policies and/or procedures regarding operational deployment, transport capability, and practices. Any Operational Model Change shall be: (i) in the best interests of patient care; (ii) equitable in nature to NLVFD and Franchisee; and (iii) in the best interests of Ambulance Service stakeholders.

1.11 “Zone 1” means the incorporated areas of the City north of and including Lone Mountain Road as shown in Exhibit A attached hereto.

1.12 “Zone 2” means the incorporated areas of the City south of Lone Mountain Road as shown in Exhibit A attached hereto.

2. GRANT OF FRANCHISE

Subject to all terms and conditions of this Franchise and all provisions of the Ambulance Ordinance, the City hereby grants to Franchisee an exclusive Franchise for Ambulance Service in the Franchise Service Area and use of the rights-of-way for that purpose. The exclusive Franchise for Ambulance Service in the Franchise Service Area granted by the City to Franchisee under this Agreement does not include the provision of Special Event Medical Service as defined in the Ambulance Ordinance.

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 practicable. 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 Franchisee personnel see a person who 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 reserves and retains the right to provide non-emergency medical services and integrated health and community outreach programs in the Franchise Service Area. NLVFD may implement Fire-Based Community Health Programs during the term of this Agreement which will include Mobile Integrated Healthcare. Franchisee may be invited to participate and collaborate in the services provided if the City implements Fire-Based Community Health Programs and Mobile Integrated Healthcare. This Agreement does not permit Franchisee to provide new system medical and outreach programs, unless approved in advance by the NLVFD Medical Director or designee. Approval will not be unreasonably withheld or delayed.

3. RELIANCE UPON FRANCHISEE'S REPRESENTATIONS

In entering this Agreement with Franchisee, the City relied upon the information provided by Franchisee during the negotiation of this Agreement, along with Franchisee's performance under the Existing Franchise. Franchisee agrees that all statements, representations, and warranties provided in the course of its negotiations with the City related to this Agreement 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 the 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 years, commencing on February 1, 2018 and terminating on January 31, 2023, 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 one extension of this Agreement. The extension may be granted for no more than three additional years, in accordance with the following procedure:

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

4.2.3 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 Agreement prior to extending the Franchise, the City Manager shall place an item on a City Council agenda for consideration of such request.

4.3 Annual Response Time Compliance.

4.3.1 With the exception of the first year in which this Agreement is in effect which will be based on the eleven month period between March 1, 2018 and January 31, 2019, each year in which this Agreement is in effect, commencing on February 1, 2018, that Franchisee does not achieve annual 90% response time compliance in Zone 1 for Priority 1 and Priority 2 calls and annual 90% compliance in Zone 2 for Priority 1 and Priority 2 calls, any remaining portion of the term of this Franchise will be reduced by one year as of the 1st of February immediately following the year of nonconformance.

4.3.2 Beginning on February 1, 2019, the Compliance Officer shall send Franchisee written notice of compliance for the eleven month period between March 1, 2018 and January 31, 2019. Thereafter, beginning on February 1, 2020, the Compliance Officer shall send Franchisee written notice of compliance for the twelve month period between February 1st and January 31st for each year this Agreement remains in effect. The written notice required under this Section 4.3.2 shall be provided to Franchisee in accordance with the notice provisions in Section 32.

5. FRANCHISE SERVICE AREA

Franchisee shall provide non-emergency (non-911 dispatched) and emergency (911 dispatched) and non-emergency critical care Ambulance Service within the Franchise Service Area. Franchisee may provide Ambulance Service outside of the Franchise Service Area in accordance with a request for service by the FAO or the NLVFD, as required under a mutual aid agreement, or for a Special Event in accordance with the Ambulance Ordinance if the Parties agree to have Franchisee provide Special Event Medical Service.

6. RESPONSIBILITIES OF NLVFD AND FRANCHISEE

6.1 NLVFD reserves the right to provide emergency ground Ambulance Service and transportation, which includes Advanced Life Support ("ALS") and Basic Life Support ("BLS") responses for a total of no more than 40% of annual call volume as determined by the previous year's call volume and as defined within the Operational Model, as it may change from time to time. The City agrees that it will implement any changes to its Operational Model for purposes of this Franchise in the period between February 1, 2018 and March 1, 2018. The City agrees to provide its updated Operational Model to Franchisee before March 1, 2018. After March 1, 2018, any changes in the Operational Model proposed by NLVFD will require 120 days notice (or such other notice period as agreed upon by the parties) to Franchisee before implementation of a change to the

Operational System Model.

The Franchisee will provide Ambulance Service whenever requested by the City. The City reserves the right at all times to determine whether a particular incident that is reported to the FAO through the 911 emergency call system necessitates requesting Ambulance Service and reserves the right to:

- (a) Request Ambulance Service from another ambulance provider;
- (b) Provide Ambulance Service itself; or
- (c) Not dispatch City resources and rely solely on the Franchisee to respond to the call (e.g., A level calls or B level calls that are deemed to be low acuity in nature).

Except for calls requested under a mutual aid agreement or as aid to the NLVFD, requests for Ambulance Service will include calls for service located within the Franchise Service Area that are dispatched by or required to be transferred for dispatch by the FAO, and calls that originate from any department or agency of the City and received from a local law enforcement agency, which must then be transferred for dispatch by the FAO.

6.2 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.

6.3 Franchisee shall provide supplemental services to assist NLVFD 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 Ordinance and will cooperate to the fullest extent practicable with the NLVFD Medical Director, NLVFD 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 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 Franchise Service Area, unless dispatched under an authorized mutual aid agreement or as aid to NLVFD.

7.4 Franchisee shall respond to one hundred percent (100%) of calls for which Franchisee is dispatched by the City or FAO that originate within the FSA and the jurisdictions subject to a mutual aid agreement pursuant to Section 9.2 of this Agreement.

7.5 Franchisee shall provide Ambulance Service at the ALS level of care for all 911-Dispatched Ambulance Service responses in the EMS Priority Dispatch categories of Bravos, Charlies, Deltas, and Echoes, provided, however, that Ambulance Service requested to transport category Alpha and Omegas may be provided by ambulances equipped at the intermediate level of service ("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 SNHD Regulations, the Ambulance Ordinance, this Agreement, 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 Clark County EMS System Emergency Medical Care 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 Section 8.08.130 of the Ambulance Ordinance. In addition, Franchisee must participate in the NLVFD Incident Command System ("ICS") standard operating procedures. NLVFD 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 EMT, Advanced EMT, paramedics, supervisors, dispatchers and management personnel to adhere to NLVFD'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 are utilized to provide or enhance services provided by Franchisee pursuant to this Agreement 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 Agreement. In the event that the Franchisee or NLVFD utilizes the other's personnel during the transport of a patient, the party utilizing the other's personnel will be assessed a \$25.00 fee.

7.10 Franchisee and the City, in cooperation with the City of Las Vegas and Clark 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 NLVFD and the fire departments of the City of Las Vegas and Clark County. The ePCR systems shall be functionally equivalent and shall be tied to the incident number from the FAO.

An ePCR form is required to be completed for all patients for whom care is rendered at the scene, inter-facility and CCTs, 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. Upon request by the FAO, Franchisee shall, at its own cost, respond to emergency incidents involving a potential danger to public safety agencies requesting assistance or to the general public. 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 patient’s 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 Franchise Service Area pursuant to the Ambulance Ordinance and this Agreement. 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 seconds at least 90% of the time and document compliance with this provision as required by the Fire Chief.

8. DEPLOYMENT PLANNING

Prior to March 1, 2018, Franchisee shall gain approval from the Fire Chief or his designee of a deployment plan for Ambulance Service within the Franchise Service Area. 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 or his designee and may be modified by Franchisee to satisfy operational response time requirements upon approval by the Fire Chief or his designee. Franchisee shall adopt the deployment plan to reflect the Operational Model.

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, or clinical or financial performance. 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 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 NLVFD, and to the fire departments of the City of Las Vegas and Clark County. Franchisee agrees to provide such aid for emergency incidents that:

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

9.1.2 Because of the circumstances of the emergency incident, require additional Ambulance Service; or

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 Franchise Service Area, 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. Franchisee's affiliated company, Mercy, Inc., d/b/a AMR, shall be considered a mutual aid provider under the terms of this Franchise.

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 that compensates mutual aid providers for Franchisee's inequitable use of mutual aid.

9.2.6. Franchisee may use ambulances and resources of related companies 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 City'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 SNHD Mass Casualty Plan every two years, and shall provide, upon request by the City, verification that such training has been provided. To improve patient care and system continuity, Franchisee and NLVFD shall permit their employees to cross-train at trainings sponsored by the other without costs.

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.

10.6 Franchisee shall replace all disposable items used by NLVFD in providing care and treatment at an incident site to which it has been dispatched. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident site, NLVFD will furnish the franchisee with a list of items to be replaced accompanied by the name, if known, and incident number of the patient for whom the items were used. Franchisee shall, within 24 hours of receipt of the list of items, resupply to NLVFD all items on such list by delivering them to one central delivery point or by other arrangement agreed upon by Franchisee and NLVFD. If a disposable item had a brand name approved by NLVFD, the replacement item shall have the same brand name. Within 24 hours, or such longer period as has been mutually agreed to by Franchisee and NLVFD, Franchisee will retrieve and return to NLVFD all durable equipment supplied by NLVFD in providing EMS and any other NLVFD equipment which has come into Franchisee's possession.

10.7 Quarterly Meetings. NLVFD and Franchisee shall meet no less than quarterly throughout the term of this Franchise.

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 February 1, 2018, and the first day of each year that this Agreement remains in force, Franchisee shall provide the City with an annual fleet listing, inclusive of all reserve vehicles. This list shall be updated annually and provided to NLVFD prior to February 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 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 chassis shall have cumulative mileage of more than 300,000 miles. This does not preclude Franchisee from remounting a patient compartment onto a new chassis with less 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 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, with such determination being final.

11.1.4 All ambulances must be specified and constructed to transport two patients, one Franchisee attendant, and one NLVFD first responder in the patient compartment, and one 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 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 Provision of 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 SNHD'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 February 1, 2018, 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 its communications system:

12.1.2.1 Prior to February 1, 2018, 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 March 1, 2018, 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 Agreement 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, 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 Agreement 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 NLVFD 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 NLVFD 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 NLVFD 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 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 NLVFD.

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 NLVFD shall have view only access and visibility in real-time to the CAD and deployment of resources of the Franchisee (e.g. ambulances).

13. REPORTS

Franchisee shall comply with the reporting requirements delineated by Exhibit B which is attached hereto.

14. RESPONSE TIME COMPLIANCE

14.1 Response Time Performance Expectations

14.1.1 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 Franchise Service Area, so that no neighborhood is subject to substandard response time performance.

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

1	Charlie, Delta, Echo for 911-Dispatched Ambulance Service	8:59	11:59
1	Bravo 911-Dispatched Ambulance Service	11:59	14:59
2	Alpha and Omega for 911-Dispatched Ambulance Service	19:59	22:59

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

Urgent	Immediate transfer requests for critical care patients needing higher level of care at another facility	19:59	22:59
Scheduled	Pre-Scheduled transports with 4 hours prior notice from facility	Scheduled Time	30 minutes past scheduled time
Unscheduled	Unscheduled transfer request from facility	59:59	30 minutes past scheduled time

14.2.4 Franchisee shall meet a monthly 90% compliance standard in Zone 1 and a monthly 90% compliance standard in Zone 2:

Priority 1 and 2 (combined)	90%
Priority 3 (all subcategories combined citywide)	90%

Compliance with the above is achieved when 90% or more of responses in each measurement meet the specified response time requirements within each of Zone 1 and Zone 2 for a calendar month. (except for Priority 3 which shall be determined Citywide rather than by Zones).

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 NLVFD Medical Director. The National Academy of Emergency Dispatch Medical Priority Dispatch System (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 NLVFD 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 in each of Zone 1 and Zone 2.

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 in each of Zone 1 and Zone 2.

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 citywide.

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 be 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 NLVFD "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 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 NLVFD 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 Compliance Officer will substitute the more accurate data. Franchisee may appeal the Compliance Officer's decision in writing to the City Manager. The City Manager'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 NLVFD 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 8:59) and is upgraded to priority 1 (required response time of 8:59) after one (1:00) minute has elapsed. Because $8:59 + 1:00 = 9:59$ 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 (NLVFD employees) as authorized by the NLVFD 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 8:59) 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 NLVFD 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 NLVFD 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:

$$\text{Overload} = [1.5 \times (1 \text{ Standard Deviation})] + \text{the Mean}$$

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 NLVFD 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, 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, Franchisee's employees, subcontractors, mutual providers, or Franchisee-provided equipment/technology contribute significantly to the later 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 Fire Chief (or designee) in accordance with the following procedure:

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

14.8.1.2 Any such request must be made in writing and received by the Fire Chief (or designee) 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 Fire Chief (or designee) and Compliance Officer 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 Fire Chief (or designee) and Compliance Officer, 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 NLVFD 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 NLVFD 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 Based on Franchisee's performance under this Agreement from March 1, 2018 going forward, the 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. City's remedies in the event of Franchisee's breach of this Agreement or any noncompliance by Franchisee are not limited to this paragraph 15. The damages to be assessed pursuant to Sections 15.2, 15.3, and 15.4 below and the incentive credit potentially due Franchisee pursuant to Section 15.7 below will be determined based on Franchisee's performance under this Agreement beginning on March 1, 2018 to allow for the City's Operational Model to be updated to comport with the requirements of this Agreement.

15.1.3 Franchisee shall make payment for any assessed liquidated damages within fourteen 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 City Manager. Within 30 days of receipt of a written appeal, the City Manager will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the City Manager's determination, Franchisee shall make payment of the total amount of the City Manager's penalty assessments. The City Manager'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 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:

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 each of Zone 1 and Zone 2 in the Franchise Service Area 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 (citywide and not calculated for individual zones) response time criteria for at least 90% of the time within each of Zone 1 and Zone 2 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 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 Ordinance and this Franchise.

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:

Priority 1	\$17.00	11:59 - \$100 16:59 - \$250 26:59 - \$500
Priority 2	\$12.00	24:59 - \$100 29:59 - \$250 39:59 - \$500
Priority 3	\$25.00	Not applicable

15.3.1 Individual Priority 3 Per Call Penalty Waiver

Standard and Excessive late penalties for Priority 3 incidents shall be waived for the entire month in which a minimum of 90% compliance is reached for that given month.

15.3.2 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.

15.3.3 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 Failure to respond is defined as any call request made for emergency or no-emergency group ambulance transport for which Franchisee fails to have the unit en route and/or no authorized mutual aid ground transport ambulance unit is en route within the response time requirement pursuant to the table in Section 14.2.2 .

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

15.4.2.3 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 liquidated damage assessment for each occurrence of excessive time by Franchisee pursuant to the table at Paragraph 15.3

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 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 Fire Chief or his designee 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 Fire Chief, for patient care provided by Franchisee in the City of North Las Vegas, within five calendar days of the request.

15.4.7 Intentionally Misreporting Unit On-Scene

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, with intent to deceive, 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 SNHD.

15.4.9 Responding to Emergency Incident Inappropriately

15.4.9.1 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 Responding and transporting a patient in a BLS/ILS 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 five thousand dollar (\$5,000.00) 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 consecutive months or four instances of the same finding of non-compliance in any twelve month period (e.g., between Zone 1 and Zone 2, non-compliance in Zone 1 in the first month and non-compliance in Zone 2 in months two and three will result in repetitive non-compliance).

15.5.2 Franchisee shall submit a plan of corrective action to the City

within thirty 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 Ordinance.

15.6 Compliance determinations for the purpose of assessing liquidated damages must exceed one hundred calls in a single month. If one hundred or more priority responses of any priority originate in any month, there will be ninety percent compliance required as provided herein. However, for months in which fewer than one hundred responses within any priority originate, compliance will be calculated using the last one hundred sequential emergency responses. Should Franchisee be determined to be subject to non-performance liquidated damages for failure to meet the ninety percent compliance requirement, Franchisee will not be subject to a second assessment of non-performance liquidated damages until at least twenty-five 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 93% 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:

Response Time Compliance	Performance Discount
93.00 to 94.00%	25%
94.01 to 95.00%	50%
95.01 to 96.00%	75%
96.01 to 100%	100%

16. FRANCHISEE PERSONNEL REQUIREMENTS

16.1 Management Team

16.1.1 Franchisee shall furnish a list to NLVFD of all key personnel prior to February 1, 2018, and shall revise that list every ninety (90) days throughout the term of this Agreement. Any replacement of the key personnel requires the following:

16.1.1.1 Requested changes of the local person in charge of Franchisee (the "Regional Director") shall be communicated to City, in writing, ten 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 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 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 NLVFD.

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

NLVFD 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 the 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 seconds.

16.4.4 Franchisee shall provide a minimum of two 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 NLVFD Medical Director.

16.4.5.1 While “priority dispatching” as defined by the 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 Franchisee 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. Franchisee 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 FireChief.

17.2.2 Franchisee shall develop a local Continuity of Operations plan (COOP) no later than June 30, 2018. 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 Protections of vital records and databases;
- 17.2.2.5 Alternate operating facilities;
- 17.2.2.6 Interoperable communications; and
- 17.2.2.7 Capability resources.

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 work with and assist the City's Office of Emergency Management to stock Mass Casualty supplies and equipment as needed by NLVFD for responses to potential mass casualty incidents. The supplies and equipment provided by Franchisee for purposes of this Section 18.2 will remain Franchisee's property.

18.3 In-Service Training. Franchisee shall make available to NLVFD employees any in-service training program it provides for its employees. 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 NLVFD 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 thirty thousand dollars (\$30,000) 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.

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 North 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 Ordinance.

21. FRANCHISE FEES

The City shall provide dispatch, radio communications system maintenance at the dispatch center, clinical and non-clinical oversight, injury prevention program coordination, contract management and compliance through the Compliance Officer and compliance software, regulatory oversight, administration and other services relevant to the administration of this Agreement (collectively, the "City Services"). Franchisee shall reimburse the City for the City Services by paying the City a franchise fee of \$17.00 per emergency or non emergency response as outlined in this agreement performed by the Franchisee, 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 Agreement 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 Ordinance. The franchise fee set forth in this Agreement 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 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 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 are not limited to, those ambulances described in Exhibit C 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 being 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 Ordinance by providing a performance bond in the amount of Five Hundred Thousand Dollars (\$500,000.00) 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 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 Ordinance. Failure to maintain such insurance through the term of this Agreement shall be cause for revocation of the Franchise granted herein.

25. TRANSFER AND ASSIGNMENT

This Agreement 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 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 therefore, 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 damagesuit.

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 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 Agreement 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 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 North 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 North Las Vegas 911 Dispatched Ambulance Services and the City of North Las Vegas integrated community programs shall be coordinated through the NLVFD 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 Agreement 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 Agreement and in the Ambulance Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement 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 Agreement 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 City Manager, with assistance from the Compliance Officer, 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 Agreement 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:
CEO
MedicWest Ambulance, Inc.
6363 S. Fiddler's Green Cir., Ste. 1400
Greenwood Village, CO 80111

CITY OF NORTH LAS VEGAS
City Manager
2250 Las Vegas Blvd. N., Ste. 900
North Las Vegas, NV 89030

With copy to:
Legal Department
MedicWest Ambulance, Inc.
6363 S. Fiddler's Green Cir., Ste. 1400
Greenwood Village, CO 80111

With copy to:
City Attorney
2250 Las Vegas Blvd. N., Ste. 810
North Las Vegas, NV 89030

33. GOVERNING LAW

This Agreement shall be deemed to be executed in the City of North 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 Agreement 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 Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement 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 the 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 the Existing Franchise to indemnify or insure the City against acts and omissions occurring during the period that the Existing 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

Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit D 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 Security Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit D, 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.

40. NO INFLUENCE ON REFERRALS.

It is not the intent of either party to this Agreement 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 Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

41. ORDINANCE CHANGE

Franchisee acknowledges that this Agreement is subject to the terms of the Ambulance Ordinance as currently adopted and as amended in the future.

42. ELECTRONIC SIGNATURES

The use of electronic signatures by facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and Franchisee have caused this Agreement to be executed as of the date first written above.

MedicWest Ambulance, Inc.

By: 
D7464D277ECA4F2...

Edward B. Van Horne
CEO and President

City of North Las Vegas

By: 

Ryann Juden, Acting City Manager

Attest:

By: 

Catherine A. Raynor, City Clerk

Approved as to Form:

By: 

Micaela Rustia Moore, City Attorney

EXHIBIT A:
SERVICE AREA

Exhibit A:
SERVICE AREA MAP

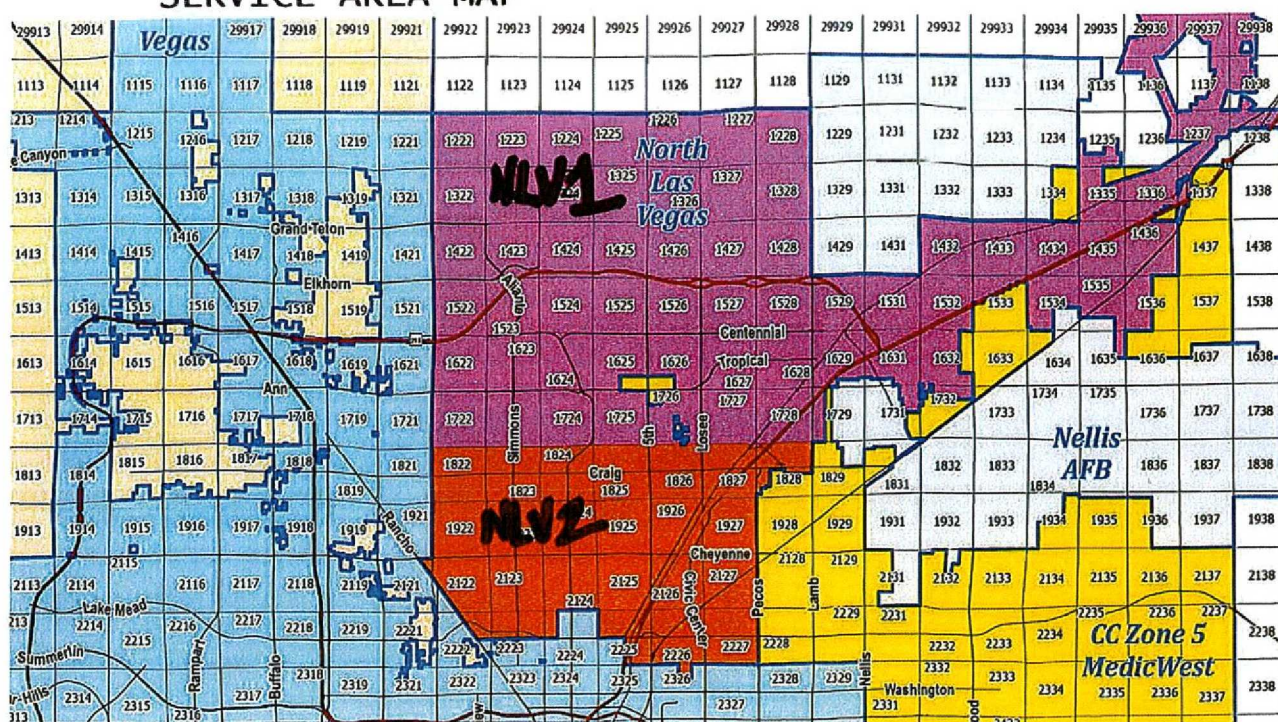


EXHIBIT B

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 or designee 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-Dispatched 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.
 - (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 or designee has sole discretion to determine whether changes to times by Franchisee shall be permitted.
 - (f) In accordance with HIPAA and the Parties' applicable agreements with participating hospitals, skilled nursing facilities, 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 or designee 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 NLVFD 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 NLVFD.

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

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

(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 February 1, 2018, 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 NLVFD 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 NLVFD Medical Director or designee 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 Agreement and the Ambulance Ordinance. The format of such reports shall approved by the Fire Chief or designee.

(b) Franchisee shall document and report to NLVFD, 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 April 1, 2018.

(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 the Fire Chief or designee 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 (EMO 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, NLVFD 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 Fire Chief or designee.

Exhibit C - Vehicle Inventory



MedicWest

AMBULANCE

LAS VEGAS

Shop No.	License No.	Vin. #	Manufactured By	Chassis	status	YEAR	odometer
ALS VEHICLES							
100	SH0641	1FDWE3FS2GDC14198	AEV	Ford E350	ALS	2016	3,557
101	SH0612	1FDWE3FS0GDC14197	AEV	Ford E350	ALS	2016	1,258
102	SH0812	1FDWE3FS9GDC11606	AEV	Ford E350	ALS	2016	24
103	SH0640	1FDWE3FS4GDC20004	AEV	Ford E350	ALS	2016	27
105	SH0636	1FDWE3FS5GDC23672	AEV	Ford E350	ALS	2016	30
106	SH0811	1FDWE3FS7GDC24953	AEV	Ford E350	ALS	2016	43
107	28C723	1FDWE3FS2GDC23676	AEV	Ford E350	ALS	2016	55
108	28C724	1FDWE3FS4GDC24943	AEV	Ford E350	ALS	2016	48
109	28C725	1FDWE3FS3GDC24948	AEV	Ford E350	ALS	2016	40
110	NO PLATES	1FDWE3FS8GDC24959	AEV	Ford E350	ALS	2016	45
153	SHO 637	1GBJG316171196446	AEV	Savana 3500	ALS	2007	259,507
154	SHO 611	1GBJG316171233141	AEV	Savana 3500	ALS	2007	286,322
164	SHO 643	1FDWE3FS2ADA48787	AEV	Ford E350	ALS	2010	287,021
165	SHO 645	1FDWE3FS6ADA88161	AEV	Ford E350	ALS	2010	199,478
166	SHO 644	1FDWE3FS2ADA84348	AEV	Ford E350	ALS	2010	188,772
167	SHO 646	1FDWE3FSXBDA18308	AEV	Ford E350	ALS	2011	239,869
168	SHO 647	1FDWE3FS5BDA21312	AEV	Ford E350	ALS	2011	291,972
169	SHO 648	1FDWE3FS4BDA21317	AEV	Ford E350	ALS	2011	280,120
170	SHO 834	1FDWE3FS5BDA26123	AEV	Ford E350	ALS	2011	275,267
171	SHO 835	1FDWE3FS9BDA26125	AEV	Ford E350	ALS	2011	202,974
172	SHO 836	1FDWE3FS9BDA42454	AEV	Ford E350	ALS	2011	164,436
173	SHO 837	1FDWE3FS4BDA42460	AEV	Ford E350	ALS	2011	152,004
174	SHO 816	1FDWE3FS5BDB20874	AEV	Ford E350	ALS	2012	183,617
175	SHO 657	1FDWE3FS5BDB13890	AEV	Ford E350	ALS-SUPS	2012	207,511
176	SHO 802	1FDWE3FS9CDB14707	AEV	Ford E350	ALS	2012	182,752
177	SHO 822	1FDWE3FS1CDB14703	AEV	Ford E350	ALS	2012	104,897
178	SHO 801	1FDWE3FS8CDB14701	AEV	Ford E350	ALS	2012	179,655
179	SHO808	1FDWE3FS3DDA05340	AEV	Ford E350	ALS	2013	163,016
180	SHO847	1FDWE3FS0DDA19874	AEV	Ford E350	ALS-SUPS	2013	151,964
181	SHO813	1FDWE3FS7DDB22063	AEV	Ford E350	ALS	2013	111,767
182	SHO 831	1FDWE3FS7DDB22094	AEV	Ford E350	ALS	2013	104,571
183	SHO806	1FDWE3FS7DDB22080	AEV	Ford E350	ALS	2013	76,494
184	SHO845	1FDWE3FS8EDA28663	AEV	Ford E350	ALS	2014	67,362
185	SHO800	1FDWE3FS6EDA77943	AEV	Ford E350	ALS	2014	83,169
186	154XP	1FDWE3FS6EDA77944	AEV	Ford E350	ALS	2014	86,321
187	SHO 807	1FDWE3FS3EDA17862	AEV	Ford E350	ALS	2014	32,196
188	SHO 838	1FDWE3FS0EDB06014	AEV	Ford E350	ALS	2014	53,635
189	29A923	1FDWE3FS1FDA05307	AEV	Ford E350	ALS	2014	34,329
190	41A125	1FDWE3FS6FDA09949	AEV	Ford E350	ALS	2014	40,897
191	29A924	1FDWE3FS1FDA09955	AEV	Ford E350	ALS	2014	38,516
192	27A122	1FDWE3FS4BDB20882	AEV	Ford E350	ALS	2011	207,359
193	36B560	1FDWE3FS0ADA34676	AEV	Ford E350	ALS	2010	215,046
194	04B390	1FDWE3FS0FDA16136	AEV	Ford E350	ALS	2015	25,734
195	04B391	1FDWE3FS9FDA16135	AEV	Ford E350	ALS	2015	24,128
196	37B699	1FDWE3FS1FDA10930	AEV	Ford E350	ALS	2015	17,399
197	37B698	1FDWE3FS1FDA10927	AEV	Ford E350	ALS	2015	16,543
198	SH0842	1FDWE3FS4GDC04322	AEV	Ford E350	ALS	2016	2,607
199	SH0632	1FDWE3FS1GDC08649	AEV	Ford E350	ALS	2016	1,135
ALS RESERVE							
159	SHO 639	1FDWE3SP99DA66941	AEV	Ford E350	RESERVE ALS	2009	291,989
163	SHO 642	1FDWE3SP79DA76108	AEV	Ford E350	RESERVE ALS	2009	252,706
401	SHO 839	1FDWE3SP84HB04273	AEV	Ford E350	RESERVE ALS	2004	298,331
403	SHO 841	1FDWE3SP54HA91188	AEV	Ford E350	RESERVE ALS	2004	282,377
405	SHO 814	1FDWE3SP37DA87720	AEV	Ford E350	RESERVE ALS	2007	229,128
NEO-NATE							
563	SHO 821	1FDWE3SP87DA87714	AEV	FORD E350	NEONATE	2007	215,552
BARIATRIC							
158	SHO 815	1FDXE45P08DA67632	AEV	Ford E450	BARIATRIC	2008	

Exhibit D - Certificate

Disclosure of Ownership/Principals

CNLV FORM B CERTIFICATE – DISCLOSURE OR OWNERSHIP/PRINCIPALS

1. DEFINITIONS

"City" means the City of North Las Vegas.

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

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

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.

3. 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.

Block 1 Contracting Entity		Block 2 Description
Name	MedicWest Ambulance, Inc.	RFQ 2017-06 EMERGENCY MEDICAL SERVICES
Address	9 West Delhi Avenue	North Las Vegas, VN 89032
Telephone	702/650.9900	
EIN or DUNS	88-0421120 (EIN)	029-243347 (DUNS)

BLOCK 3		TYPE OF BUSINESS	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Other:			<input type="checkbox"/> Trust

CNLV FORM B (CONTINUED)

CERTIFICATE ~ DISCLOSURE OR OWNERSHIP/PRINCIPALS
CERTIFICATE-DISCLOSURE OR OWNERSHIP/PRINCIPALS (Continued)

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	PHONE
1.	Randel G. Owen: Chairman	6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111	303/495.1200
2.	Edward Van Horne: CEO & President	3701 New York Ave #140, Arlington, TX 76014	682/227.6035
3.	Timothy Dorn: Chief Financial Officer & Chief Operating Officer	6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111	303/495.1200
4.	Kristy Rutherford: Executive Vice President & Treasurer	6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111	303/495.1200
5.	Craig A. Wilson: Secretary	6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111	303/495.1200
6.	Benjamin Johnson: Vice President	6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111	303/495.1200

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 5 above. A description of such disclosure documents must be included below.

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.

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.


 Scott White, Regional Director

Name

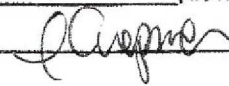
October 23, 2017

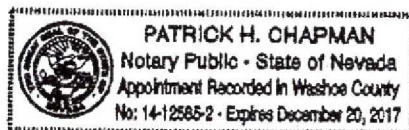
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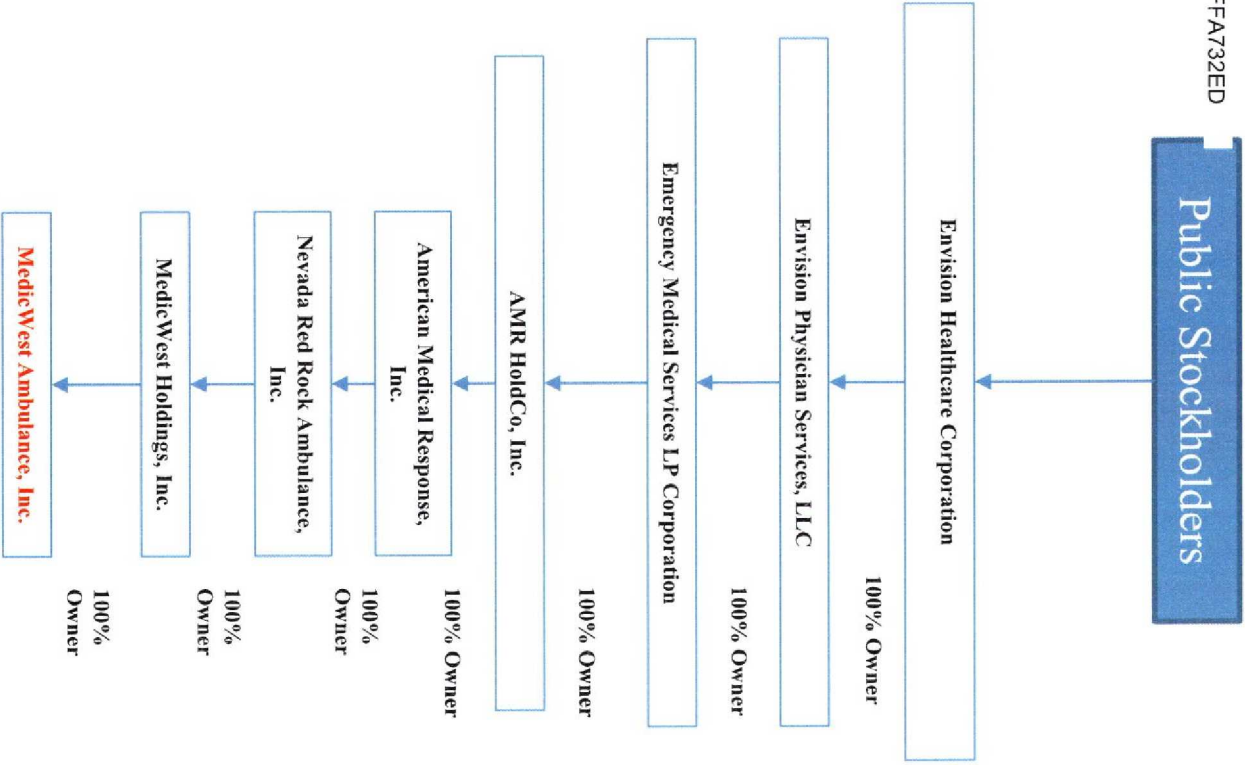
State of Nevada
 County of Clark

Subscribed and sworn to before me this 23rd day of

October, 2017







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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 14A

**Proxy Statement Pursuant to Section 14(a) of the
Securities Exchange Act of 1934**

Filed by the Registrant ☒ Filed by a party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement
- ☐ Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material Pursuant to §240.14a-12

Envision Healthcare Corporation
(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
- (1) Title of each class of securities to which transaction applies:
- (2) Aggregate number of securities to which transaction applies:
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
- (4) Proposed maximum aggregate value of transaction:
- (5) Total fee paid:
- ☐ Fee paid previously with preliminary materials.
- ☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
- (1) Amount previously paid:
- (2) Form, Schedule or Registration Statement No:

(3) Filing party:

(4) Date filed:

Table of Contents**STOCK OWNERSHIP*****Who Are the Largest Owners of Our Stock?***

The following table shows certain information with respect to those persons that we know beneficially own more than 5% of our common stock. Unless otherwise indicated, each stockholder named in the table has sole voting and investment power with respect to all shares of stock listed as owned by that person.

Name and Address	Shares Beneficially Owned	Percent of Class ⁽¹⁾
FMR LLC ⁽²⁾ 245 Summer Street Boston, MA 02210	11,263,614	9.6%
The Vanguard Group, Inc. ⁽³⁾ 100 Vanguard Blvd. Malvern, PA 19355	10,833,225	9.2%
Wellington Management Group, LLP ⁽⁴⁾ 280 Congress Street Boston, MA 02210	9,406,622	8.0%
BlackRock, Inc. ⁽⁵⁾ 55 East 52 nd Street New York, NY 10055	6,822,261	5.8%
T. Rowe Price Associates, Inc. ⁽⁶⁾ 100 E. Pratt Street Baltimore, MD 21202	6,488,020	5.5%

(1) Based on the number of shares outstanding at March 29, 2017.

(2) This information is based upon a Schedule 13G filed on February 13, 2017 by FMR LLC, a parent holding company in accordance with Section 13d-1(b)(ii)(G) of the Exchange Act. The shares of common stock are beneficially owned by Fidelity Management & Research Company, a wholly-owned subsidiary of FMR LLC, as a result of acting as investment adviser to various investment companies registered under the Investment Company Act of 1940. Fidelity Management & Research Company carries out the voting of the shares of the investment companies to which it acts as investment adviser under written guidelines established by the companies' Boards of Trustees.

(3) This information is based upon a Schedule 13G filed on February 9, 2017 by The Vanguard Group, Inc., an investment adviser in accordance with Section 13d-1(b)(1)(ii)(E) of the Securities Exchange Act of 1934. The Vanguard Group, Inc. reported sole voting power as to 181,653 shares of our common stock and sole dispositive power as to 10,631,570 shares of our common stock.

(4) This information is based upon a Schedule 13G filed on February 14, 2017 by Wellington Management Group, LLP, an investment adviser in accordance with Section 13d-1(b)(1)(ii)(E) of the Securities Exchange Act of 1934.

(5) This information is based upon a Schedule 13G filed on January 30, 2017 by BlackRock, Inc., a parent holding company or control person in accordance with Section 13d-1(b)(1)(ii)(G) of the Securities Exchange Act of 1934. BlackRock, Inc. reported sole voting power as to 5,980,382 shares of our common stock.

(6) This information is based upon a Schedule 13G filed on February 7, 2017 by T. Rowe Price Associates, Inc., an investment adviser in accordance with Section 13d-1(b)(1)(ii)(E) of the Securities Exchange Act of 1934. T. Rowe Price Associates, Inc. reported sole voting power as to 1,674,707 shares of our common stock.

Table of Contents***How Much Stock Do Our Directors and Executive Officers Own?***

The following table shows the amount of our common stock beneficially owned (unless otherwise indicated) by our directors and the named executive officers in the Summary Executive Compensation Table in this proxy statement and all of our directors and executive officers, as a group. Except as otherwise indicated, all information is as of March 29, 2017.

Name	Common Stock		
	Outstanding Shares ⁽¹⁾	Acquirable Within 60 Days ⁽²⁾	Percent of Class ⁽²⁾
Christopher A. Holden	557,066	—	*
William A. Sanger	251,264	1,598,804	1.6%
Robert J. Coward	117,363	—	*
Randel G. Owen	131,290	413,080	*
Claire M. Gulmi	119,772	—	*
Carol J. Burt	20,379	—	*
James A. Deal	33,758	—	*
John T. Gawaluck	6,080	—	*
Steven I. Geringer	33,562	—	*
Joey A. Jacobs	10,331	—	*
Kevin P. Lavender	12,180	—	*
Cynthia S. Miller	16,251	—	*
Leonard M. Riggs	54,414	—	*
James D. Shelton	3,911	—	*
Michael L. Smith	19,105	—	*
Ronald A. Williams	179,452	—	*
All directors and executive officers as a group (19 persons)	1,652,318	2,033,318	3.1%

* Represents less than 1% of our outstanding common stock.

- (1) The number of shares shown includes shares that are individually or jointly owned, as well as shares over which the individual has either sole or shared investment or voting authority. This number also includes shares of restricted stock issued pursuant to the Company's 2006 Stock Incentive Plan. Individuals may vote shares of restricted stock, but may not transfer the shares until the end of the period of restriction. Mr. Deal disclaims beneficial ownership of the 100 shares of common stock held by his wife, which are included in the table.
- (2) Pursuant to the rules of the SEC shares of common stock that an individual owner has a right to acquire within 60 days pursuant to the exercise of stock options are deemed to be outstanding for the purpose of computing the ownership of that owner, but are not deemed outstanding for the purpose of computing the ownership of any other individual owner. Likewise, the shares of common stock subject to options held by our directors and executive officers that are exercisable within 60 days are all deemed outstanding for the purpose of computing the percentage ownership of all executive officers and directors as a group.

Section 16(a) Beneficial Ownership Reporting Compliance

The federal securities laws require our directors and executive officers and persons who own more than 10% of our common stock to timely file with us and the SEC initial reports of ownership and reports of changes in ownership. Based solely upon a review of filings with the SEC and written representations that no other reports were required, we believe that all of our directors and executive officers complied during fiscal 2016 with their reporting requirements.