



Franchise Agreement for Ambulance Services

between

City of Henderson, Nevada

and

RBR Management, LLC dba Community Ambulance

# FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

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Exhibit A	Reporting Requirements
Exhibit B	Approved Deployment Plan

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

**THIS FRANCHISE AGREEMENT FOR AMBULANCE SERVICES** (the “Franchise Agreement”) is made and entered into by and between City of Henderson, Nevada, a municipal corporation and political subdivision of the state of Nevada, (“City”), and RBR Management, LLC, a Nevada limited liability company, dba Community Ambulance (“Franchisee”) (individually, a “Party” and, collectively, the “Parties”).

### RECITALS

- A. City has engaged in a competitive process to select a provider of Emergency and non-Emergency Ambulance Services in support of the IEMS in the Franchise Service Area; and
- B. Pursuant to HMC 4.80.120, Franchisee submitted an Application to City on March 10, 2016 for a Franchise, and City processed the request pursuant to the provisions of HMC 4.80.130; and
- C. Franchisee acknowledges and agrees that the Fire Department is the managing authority of the IEMS, that the Fire Department is the sole provider of first responder Emergency medical services, that the Fire Department provides Advanced Life Support and Basic Life Support services, and that the Fire Department is the primary provider of prehospital care and patient Transport services for responses dispatched via the PSAP system; and
- D. Notwithstanding anything to the contrary, City acknowledges and agrees that Franchisee has an exclusive Franchise to provide Non-Emergency Ambulance Service and Inter-Facility Ambulance Transport Services (subject to the restrictions in HMC 4.80.160.B); and
- E. Franchisee is required by this Franchise Agreement to render its Ambulance Service in the FSA without discrimination and to any persons regardless of race, color, national origin, religious affiliation, sexual orientation, age, gender identity or expression, or ability to pay; and
- F. In the performance of the terms of this Franchise Agreement, Franchisee is required to purchase, finance, and maintain suitable vehicles and equipment as required to meet the performance requirements of this Franchise Agreement; and
- G. NRS 268.081 provides that City may displace or limit competition in various areas, including ambulance service, to provide adequate, economical and efficient services to the inhabitants of the City of Henderson and to promote the general welfare of those inhabitants; and
- H. The City Council through Resolution 4219 set the maximum number of Ambulance Service franchisees for the service categories described in that resolution at one (1) and that limit is currently met with Franchisee.

In consideration of the above recitals, the mutual covenants set forth below and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, City and Franchisee agree as follows:

# FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

## AGREEMENT

### 1. DEFINITIONS

- 1.1. Definitions Generally. For all defined terms (whether defined in Section 1 or elsewhere in this Franchise Agreement), when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.
- 1.2. Terms Defined in the Emergency Medical Services Ordinance. The definitions and word usage set forth in the Emergency Medical Services Ordinance are incorporated into and shall apply to this Franchise Agreement (whether or not initially-capitalized herein), including the following terms which are defined in HMC 4.80.040: Advanced Life Support (ALS); Ambulance Service; Application; Basic Life Support (BLS); CFO; City Council; City Manager; Computer-Aided Dispatch (CAD); Critical Care Transport (CCT); Emergency; Emergency Medical Care; Emergency Medical Service System (EMS); Emergency Medical Technician, Advanced (EMT-A); Emergency Response; Emergency Medical Technician, Paramedic (EMT-Paramedic or Paramedic); Fire Department; Franchise; Health District; Health District Regulations; HIPAA; Incident Commander; Integrated Emergency Medical Services System (IEMS); Inter-Facility Ambulance Transport Service; Life Threatening Condition; Mutual Aid; Non-Emergency Ambulance Service; Public Safety Answering Point (PSAP); Rights-of-Way; Service Category; Special Event; Special Event Medical Service (SEMS); Specialty Care Transport (SCT); Transport.
- 1.3. Additional Definitions. The terms that follow (whether or not initially-capitalized herein) and their derivations shall have the following meanings:
  - (A) “Ambulance Transportation Fees Ordinance” means HMC, Title 2, Chapter 2.29 (Ambulance Transportation Fees), as amended.
  - (B) “Applicable Law” means applicable federal, state and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines or other governmental requirements, as amended or that may be enacted or promulgated subsequently.
  - (C) “Attendant” has the meaning ascribed to “Attendant” in the EMS Regulations.
  - (D) “Chief” means the chief of the Fire Department or that person’s designee.
  - (E) “City Emergency Operations Plan” means the City of Henderson All-Hazard Emergency Operations Plan 2012, as amended.

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- (F) “Community Para-Medicine” means Mobile Integrated Healthcare.
- (G) “Continuing Medical Education Program” or (CME) means an organized process to conduct refresher EMS training which meets the standards set forth in NRS 450B, Health District Regulations, and Health District procedures as any of the foregoing may be amended.
- (H) “Continuous Quality Improvement Program” or (CQI) means an organized process to assess the quality and effectiveness of services provided.
- (I) “Deployment Plan” means a plan prepared by Franchisee that establishes Franchisee’s definitive hours of operations and unit designators, provides details regarding deployment elements for how Franchisee will meet the response time requirements described in Section 16 (Response Time Compliance) for the Service Categories identified in Section 2.1 (Grant of Franchise for Certain Service Categories) and includes any other reasonable elements required by the Chief.
- (J) “Effective Date” means August 1, 2016.
- (K) “Emergency Medical Services Ordinance” means HMC, Title 4, Chapter 4.80 (Emergency Medical Services), as amended.
- (L) “Emergency Medical Technician” or “EMT” has the meaning ascribed to “Emergency Medical Technician (EMT)” in the EMS Regulations
- (M) “EMS Regulations” means the Emergency Medical Services Regulations promulgated by the board of the Health District dated November 19, 2015 (a copy of which may be located on the Health District website (<http://www.south-ernnevadahealthdistrict.org/ems/documents/ems/ems-regs.pdf>), as amended. The EMS Regulations are part of the Health District Regulations.
- (N) “Franchise Service Area” or “FSA” means (1) the incorporated areas of the City of Henderson as those areas are increased or reduced to accommodate new territory annexed or territory divested by City and (2) areas outside the incorporated areas of the City of Henderson that are subject to an auto-aid agreement between City and another entity for City to render services.
- (O) “Franchisee Medical Director” or “FMD” has the meaning ascribed to “Medical Director” in the EMS Regulations.
- (P) “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value (present or promised) that is offered for or because of an official act or an act under the Public Servant’s official responsibility.

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- (Q) “Health Officer” means the District Health Officer of the Health District or the District Health Officer's designee.
- (R) “Henderson Municipal Code” or “HMC” means the Henderson Municipal Code as amended.
- (S) “Incident Command System” or “ICS” means the National Incident Management System (NIMS) developed, and periodically updated, by the Federal Emergency Management Agency (FEMA) and utilized by the Fire Department. ICS is a management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- (T) “Mobile Integrated Healthcare” or “Community Para-Medicine” 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, including the following services:
- (1) Utilization of a medical professional for advice for low acuity 911 calls.
  - (2) Patient-centered healthcare navigation.
  - (3) Community risk-reduction strategies.
  - (4) Medication reconciliation.
  - (5) Provision of preventative care, health screening, and education.
  - (6) Provision of alternative yet appropriate responses for low acuity calls to the PSAP center.
  - (7) Provision of alternative modes of transport.
  - (8) Post-discharge healthcare navigation.
  - (9) Post-discharge follow up and disease management.
  - (10) Hospital readmission avoidance.
  - (11) Hospice care support and collaboration.
  - (12) Long-term care facility support and collaboration.
  - (13) Chronic disease management.
  - (14) Coordination of outpatient care.

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- (15) Fall-reduction strategies.
- (U) “Official Paramedic Drug Inventory” means the inventory authorized by the Health Officer that lists the approved drugs for administration by EMT, EMT-Paramedic and/or EMT-A Attendants, as amended.
- (V) “Official Ground Ambulance Inventory” means the inventory authorized by the Health Officer which lists the minimum standards and additional requirements for medical and nonmedical equipment and supplies to be carried in Ambulances, as amended.
- (W) “Public Safety Agencies” mean and include for the purposes of this Franchise Agreement law enforcement, emergency management, homeland security, fire department services, and 911 communications and dispatch centers.
- (X) “Public Servant” has the meaning ascribed to this term in HMC section 2.40.020.A.
- (Y) “Quality Assurance Director” means the person designated by Franchisee who is responsible for the duties identified in subsection 900.050 of the EMS Regulations.
- (Z) “Transfer” means the scheduled or unscheduled movement of a patient located within the FSA by Ambulance from one medical facility to another medical facility, from a home to a medical facility, from a medical facility to a home or from another location to a medical facility.

## 2. GRANT OF FRANCHISE

2.1. Grant of Franchise for Certain Service Categories. Subject to all terms and conditions of this Franchise Agreement and all provisions of the Emergency Medical Services Ordinance, City hereby grants to Franchisee a Franchise to:

- (A) non-exclusively provide within the FSA the following Ambulance Services in support of the IEMS: (1) Mutual Aid Emergency Transports, (2) Critical Care Transport and Specialty Care Transport services and (3) SEMS; and
- (B) exclusively provide within the FSA the following Ambulance Services in support of the IEMS: (1) Non-Emergency Ambulance Service and (2) Inter-Facility Ambulance Transport Services, subject to the restrictions in HMC 4.80.160.B; and
- (C) use the Rights-of-Way for those Service Category purposes.

City reserves and retains the right to unilaterally increase or decrease the FSA as a result of jurisdictional boundary changes of the City. Franchisee shall not acquire

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as a result of this authorization or by virtue of this Franchise Agreement any vested right, easement or other interest in any Rights-of-Way.

- 2.2. City's Reservation of Rights. Franchisee acknowledges and agrees that City reserves and retains the right to provide in the FSA Emergency Ambulance Services, CCTs, SCTs, and Special Event Medical Services. The City on occasion may provide Non-Emergency Ambulance Services and Inter-Facility Ambulance Transport Services, but not as a regular service with the intent of circumventing and/or diminishing Franchise's right to provide those services in accordance with this Franchise Agreement. Additionally, the Fire Department may implement Mobile Integrated Healthcare and community outreach programs during the term of this Franchise Agreement. Franchisee may be invited to participate and collaborate in identified services. This Franchise Agreement does not permit Franchisee to provide new system medical and outreach programs, unless approved in advance by the Chief and such approval will not be unreasonably withheld or delayed.

### 3. RELIANCE UPON APPLICATION

Franchisee acknowledges that, in entering this Franchise Agreement with Franchisee, City relied on the information provided by Franchisee in and in connection with its Application for this Franchise. Franchisee agrees that all statements, representations and warranties provided in and in connection with its Application are true and correct to the best of Franchisee's knowledge at the time of submission and on the Effective Date and further agrees that City may revoke this Franchise upon discovery of any material misstatement of fact contained therein.

### 4. INITIAL TERM; POSSIBLE EXTENSIONS AND REDUCTION OF TERM; RIGHT TO ASSURANCE

- 4.1 Initial Term. This Franchise Agreement shall remain in full force and effect commencing on the Effective Date at 12:00 a.m. for a period of ten (10) years ("Initial Term"), subject, however, to Section 4.2 (Possible Term Extensions) and the default and termination provisions herein.
- 4.2 Possible Term Extensions. Franchisee may request and the City Council may grant no more than one (1) five (5)-year extension of this Franchise Agreement for a total Franchise Agreement term not to exceed fifteen (15) years. That extension may only be granted in accordance with the following procedure:
- (A) No less than one (1) calendar year prior to the natural termination of this Franchise Agreement, Franchisee shall submit to the City Manager a written request for City Council consideration to extend the term of this Franchise Agreement;
  - (B) The City Manager may accept the request, reject the request or require Franchisee and the Chief to negotiate terms acceptable to City prior to presenting an item to the City Council for consideration of the extension of this Franchise Agreement; and

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

### 4.3 Reduction of Term.

- (A) Reducing Term and Earning Back Reduced Term. For each calendar year, commencing 12:00 a.m. on the Effective Date and thereafter January 1 of each following year, that Franchisee does not achieve Section 16.2(A) and Section 16.2(B) response time criteria for at least 90% of the time for (1) three (3) consecutive months or (2) any four (4) months in the calendar year, any remaining portion of the term of this Franchise Agreement will be reduced by one (1) calendar year as of the 1st of January immediately following the calendar year of nonconformance. Franchisee may earn back this reduction of one (1) calendar year by achieving monthly 90% response time compliance for all of the months in the next calendar-year period.
- (B) Methodology. City will determine whether Franchisee achieved “monthly 90% response time compliance” by (1) identifying the number of Franchisee responses in the particular month for (a) the categories in the Section 16.2(A) chart for the calendar year and (b) for the “Urgent” and “Unscheduled” categories in the Section 16.2(B) chart for the month (collectively, the “Total Responses”); (2) identifying the number of those responses that exceeded the maximum response time (“Non-Compliant Responses”); and, (3) comparing the Non-Compliant Responses to the Total Responses.

- 4.4 Notice. The division chief of EMS, or designee, shall send Franchisee written notice of response time compliance or noncompliance during the preceding calendar year no later than March 1 each year in accordance with the “Notices” Section.

## 5. COMMON RESPONSIBILITIES OF FIRE DEPARTMENT AND FRANCHISEE

- 5.1 City Sole Provider of Emergency Ambulance Services Except in Limited Circumstances. Franchisee acknowledges and agrees that, within the FSA, (A) the City reserves and retains the right at any time to decide who provides Emergency Ambulance Services and, if Franchisee is unable to timely respond to the request for service, allow additional third parties to provide Emergency Ambulance Services, including through a Public Safety Agency or another third party; (B) as of the Effective Date, the Fire Department is the sole provider of Emergency Ambulance Services except when Franchisee provides Inter-Facility Ambulance Transport Services, subject to the restrictions in HMC 4.80.160.B, or Franchisee provides Mutual Aid Emergency Transports at the request of City.

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- 5.2 Fire Department's Medical Director. Franchisee acknowledges and agrees that the Fire Department's medical director shall be the medical authority for all treatment and clinical care decisions in the IEMS.
- 5.3 HIPAA. Each Party shall comply with the privacy and security provisions of HIPAA. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 5.4 Electronic Patient Care Reporting System. Franchisee and the Fire Department will implement and maintain an electronic patient care reporting system ("ePCR") that is HIPAA compliant, approved by the Fire Department and is capable of interfacing with and capturing common data sets of the ePCR reporting systems of the fire departments of the City of Las Vegas, City of North Las Vegas, and Clark County, Nevada.

### 6. FRANCHISEE AMBULANCE SERVICE REQUIREMENTS

- 6.1 Obligation to Respond and Cooperate. As required by and in accordance with this Franchise Agreement and the Emergency Medical Services Ordinance, Franchisee shall provide Mutual Aid Emergency Transports when dispatched through the PSAP, Inter-Facility Ambulance Transport Services (subject to the restrictions in HMC 4.80.160.B), CCT/SCT services and Non-Emergency Ambulance Service. Franchisee will respond to other requests for service as required by and in accordance with this Franchise Agreement and the Emergency Medical Services Ordinance. Franchisee will cooperate to the fullest extent practicable with City, the Fire Department, the Fire Department's medical director, Fire Department employees and all emergency services system stakeholders, such as emergency services personnel, physicians and hospital personnel engaged in rendering treatment to sick or injured persons.
- 6.2 No Interference from Outside Obligations. Under no circumstances will outside obligations interfere with meeting Franchisee's obligations to City under the terms of this Franchise Agreement.
- 6.3 City of Henderson Location. Franchisee shall use the following location as its base of operations: 91 Corporate Park Drive, Suite 120, Henderson, Nevada 89074. Franchisee's base of operations must be capable of accommodating 90% of the Fleet (defined in Section 13.1) at all times.
- 6.4 Franchisee Medical Director. Franchisee must have a Franchisee Medical Director that is independent from the Fire Department's medical director. The Franchisee Medical Director must meet and comply with Health District Regulations, including those in section 850 of the EMS Regulations. The Franchisee Medical Director and Fire Department's medical director must work collaboratively, and the Franchisee Medical Director must cooperate with the Fire Department's medical director in support of the IEMS. If City believes the Franchisee Medical Director is not working collaboratively or cooperating with the Fire Department's

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medical director, City may notify Franchisee and Franchisee must resolve any issues.

- 6.5 24-Hour Per Day Provision of Service. Franchisee shall provide Ambulance Service twenty-four (24) hours of each day of every year without interruption throughout the term of this Franchise Agreement utilizing as many ambulances as necessary to meet performance standards.
- 6.6 Responding to All Calls. Franchisee shall respond to, or cause to be responded to in accordance with Section 8.2 (Providing and Receiving Aid), one hundred percent (100%) of calls for which Franchisee is dispatched by the PSAP that originate within the FSA and into other jurisdictions in accordance with Section 8.1 (Providing Aid to Other Jurisdictions).
- 6.7 EMT-Paramedic Level. Franchisee shall provide Ambulance Service at the EMT-Paramedic level in accordance with Health District Regulations for all PSAP-dispatched Ambulance Service and other responses as applicable.
- 6.8 No Discrimination When Providing Ambulance Service. Franchisee shall provide Ambulance Service without regard to any illegally discriminatory classification, including without limitation, a patient's race, color, national origin, religious affiliation, sexual orientation, age, gender identity or expression, or ability to pay.
- 6.9 Providing PSAP-Dispatched Ambulance Service. Franchisee shall provide 911-dispatched (also referred to as PSAP-dispatched) Ambulance Service only when dispatched by the PSAP. Consistent with Section 2.2 (City's Reservation of Rights), City (or the Fire Department through the PSAP) at all times reserves and retains the rights identified in that Section 2.2 and, accordingly, may provide Ambulance Service itself (subject to the express restrictions regarding City's provision of Non-Emergency Ambulance Service and Inter-Facility Ambulance Transport Services in that Section 2.2) or, if Franchisee is unable to timely respond to the request for service, dispatch Ambulance Service to a third party (excluding Non-Emergency Ambulance Service and Inter-Facility Ambulance Transport Services). Requests for service shall include those calls that originate from any department or agency of City and those calls that are referred from local law enforcement agencies through the PSAP and only regarding a location within the FSA, unless dispatched under an authorized mutual aid agreement or as aid to the Fire Department.
  - (A) Prohibition Against Self-Dispatch. Franchisee shall not self-respond or self-dispatch to an Emergency, except for Inter-Facility Ambulance Transport Services subject to the restrictions in HMC 4.80.160.B, but Franchisee is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be an Emergency. If such a response occurs, Franchisee will notify the PSAP as soon as reasonably possible. To clarify this obligation, Franchisee shall not monitor police or fire calls and respond to an Emergency unless

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

appropriately dispatched by the PSAP, but if personnel of Franchisee see a person that appears to be experiencing an Emergency, Franchisee's personnel will assess the situation and provide appropriate medical care.

- (B) Receipt of Service Call Procedure. If Franchisee receives a call for service that requires an Emergency Response for a Life Threatening Condition, Franchisee shall immediately report that call to the PSAP center and give that call for service to the PSAP center unless the requested response is for a CCT/SCT unit or the call originates at a hospital. Emergency Responses for Life Threatening Conditions at hospitals do not require a response from the Fire Department unless specifically requested by the caller or Franchisee.
- 6.10 Inter-Facility Ambulance Transport Services. When providing Inter-Facility Ambulance Transport Service originating in the FSA, Franchisee shall provide personnel and equipment at the level of service requested by the medical facility, but not less than the EMT-A level, as necessary to the Transport or Transfer request and in accordance with Health District Regulations.
- 6.11 Critical Care Transports. Franchisee's CCT personnel, in response to requests for PSAP-dispatched Ambulance Service, may not deviate from the Health District ALS protocols unless a CCT unit or CCT level of care is specifically requested by the PSAP or Incident Commander.
- 6.12 Transport or Transfer of Person with Mental Illness. If Franchisee is requested to Transport or Transfer a person alleged to be a person with mental illness, Franchisee must provide such Transport or Transfer at the EMT level appropriate to the call, as necessary to the Transport or Transfer request and in accordance with Applicable Law (including chapter 433A of the NRS and any Health District Regulations).
- 6.13 Bariatric Response Capable Ambulances. Franchisee shall provide personnel and make available for PSAP-dispatched Ambulance Service bariatric response capable Ambulance(s) that are capable of safe Transport or safe bedside-to-bedside Transfer of patients physically unable to be safely moved by conventional means as determined by the PSAP or the Incident Commander.
- 6.14 Public Safety Stand-by Service.
  - (A) Responding to Requests by PSAP or Chief. Upon request by the PSAP or Chief, Franchisee shall, at its cost, respond to Emergency incidents involving a potential danger to Public Safety Agencies requesting assistance or the general public. These incidents include police incidents that require a medical standby, fire incidents that require medical/rehabilitation standby, incidents that span multiple operational periods, medical standbys at emergency shelter facilities, and mass casualty incidents. City will make commercially reasonable efforts to

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

replace Franchisee Ambulance(s) and personnel at the scene with Fire Department resources in a timely manner. After the Incident Commander determines the appropriate number of Fire Department resources and personnel are at the scene(s), the Incident Commander will release Franchisee Ambulance(s) and personnel.

- (B) Responding to Requests by Other Community Service-Oriented Entities. Other community service oriented entities may request stand-by coverage from Franchisee. City encourages Franchisee to provide such non-dedicated standby coverage for these events as available and consistent with its deployment model.

- 6.15 ICS. Franchisee acknowledges it must follow the incident command and control procedure generally described in HMC 4.80.160. In addition, Franchisee must participate in the ICS in compliance with Fire Department standard operating procedures. Franchisee shall require its employees, including emergency medical technicians, Paramedics, supervisors, dispatchers, and management personnel to adhere to the Fire Department's ICS procedures. Franchisee's 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.
- 6.16 Completing EPCR Form. In compliance with HIPAA, Franchisee shall complete an ePCR form for all patients for whom care is rendered at scene, through an Inter-Facility Ambulance Transport Service (including CCTs/SCTs) or through a Non-Emergency Ambulance Service, regardless of whether the patient is transported from within the FSA. Patient care records should clearly identify those instances when two or more patients are transported in the same Ambulance.
- 6.17 CME and CQI. Franchisee acknowledges and agrees that it must comply with all CME and CQI for the IEMS and Franchisee as required in Section 9 (Cooperation on Continuous Quality Improvement) and Section 10 (Cooperation on Continuous Medical Education) below.
- 6.18 Franchisee-Provision of Resources. Franchisee shall provide all management, personnel, facilities, equipment, training, materials, fuel, and supplies necessary to provide the required services in the FSA pursuant to this Franchise Agreement. Franchisee acknowledges and agrees that City shall not provide Ambulances, clinical equipment, or supplies to Franchisee. All costs associated with the services referenced herein that Franchisee provides shall be the sole responsibility of Franchisee, unless an Emergency or unexpected situation requires otherwise; and, in such a case, Franchisee, in its discretion, will replace the items used or pay City fair-market-value compensation for them. Franchisee shall not transfer any equipment, facilities, materials, fuel, or supplies to the City unless an emergency or unexpected situation requires otherwise; and, in such a case, the City in its

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

discretion will replace the items used or pay Franchisee fair-market-value compensation for them.

- 6.19 Traffic Signal Pre-Emption and Transponder Devices. Subject to further agreement and discussions between the Parties, City and Franchisee will enter into an agreement providing Franchisee use of traffic signal pre-emption system and transmitter/transponder units that open electronically-controlled access gates located on fire apparatus access roads within the FSA to facilitate the timely response of ambulance service to City inhabitants. Franchisee's use of these devices will be subject to all Applicable Laws and may be unilaterally suspended by City if misuse by any Franchisee personnel is determined to have occurred. All costs of implementing this system and/or these units, replacement costs and any subscriber maintenance costs will be Franchisee's sole responsibility.
- 6.20 CAD Integration. Subject to further agreement and discussions between the Parties, Franchisee may be required to integrate its CAD into the CAD system of the PSAP. All costs of implementing this system will be Franchisee's sole responsibility. City agrees to use commercially reasonable efforts to help Franchisee in any current or future integration process, including adding the CAD interface into any City upgrade or enhancement request for proposal, at no Cost to City, if permitted by Applicable Law and subject to any restrictions required by Applicable Law.
- 6.21 Premier Services. Franchisee shall have sufficient resources at all times to meet its obligations under this Franchise Agreement and thereby help the Fire Department meet the system-wide demand for Ambulance Service and achieve the IEMS response time goals.
- 6.22 Notice of Employment of Possible Relative. If Franchisee becomes aware or otherwise believes that it is (or might be) employing a relative by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity of a Public Servant or of the spouse or domestic partner of a Public Servant ("Relative"), Franchisee will promptly provide City written notice that identifies the name and title of the Relative, that person's date of hire, and the name of the possibly-related Public Servant.

## 7. DEPLOYMENT PLANNING

- 7.1 Provision of and Adherence to Deployment Plan. Franchisee is required to prepare, implement and adhere a Deployment Plan for Ambulance Service within the FSA that is approved by the Chief. That plan must establish Franchisee's definitive hours of operations and unit designators, provide adequate detail regarding deployment elements, include any other elements required by the Chief and be approved by the Chief in writing. Franchisee's Deployment Plan approved by the Chief is attached to this Franchise Agreement as Exhibit B. Franchisee shall implement the approved Deployment Plan using Franchisee staffing only (unless an Ambulance is authorized to provide Franchisee aid pursuant to Section

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

8.2 (Providing and Receiving Aid)) and provide Ambulance Service in the FSA in accordance with that plan.

- 7.2 Amending Deployment Plan. To satisfy operational response time requirements, Franchisee may modify the approved Deployment Plan, provided such changes comply with Applicable Law and Franchisee's obligations under this Franchise Agreement. Any changes that reduce Franchisee's obligations in the Deployment Plan must be approved by the Chief in writing. This approval will not be unreasonably withheld. In accordance with Section 28.1 (Amendment), the Parties must amend this Franchise Agreement to replace the previously-approved Deployment Plan with the then-approved Deployment Plan.
- 7.3 Chief's Approval Not Construed As Acceptance or Excuse of Performance. The approval of such Deployment Plan will not be construed as acceptance of any particular level of effort, nor will it excuse any failure of Franchisee to achieve response time, clinical or financial performance. For clarity, Franchisee may adjust in real time daily unit hour staffing to manage employee sick call offs, additional surge call volume, major community events or conferences, weather related events, etc., without seeking approval prior approval from the Chief.

### 8. FRANCHISEE AID TO OTHER JURISDICTIONS AND AMBULANCE SERVICE PROVIDERS

- 8.1 Providing Aid to Other Jurisdictions. As a condition of the Franchise granted herein, Franchisee agrees to provide aid for Emergency incidents in response to a request from a Public Service Agency. Franchisee agrees to provide such aid for Emergency incidents, subject to any inter-jurisdictional agreements and/or procedures that are in effect, that:
- (A) Occur on or near any geographical boundary line of the FSA; or
  - (B) Because of the circumstances of the Emergency incident, require additional Ambulance Services;
  - (C) Require a non-assigned ambulance to provide Emergency service at the BLS or ALS level due to proximity of the Emergency incident; or
  - (D) Is requested in accordance with the terms of its agreement with a Public Service Agency, city or county.
- 8.2 Providing and Receiving Aid. Franchisee may enter into aid agreements with other Ambulance Service providers that will utilize the other provider's Ambulances to occasionally respond to requests for PSAP-dispatched Franchisee Ambulance Service within the FSA if that agreement is authorized in writing by City through the Chief (not to be unreasonably withheld) and Franchisee complies (or ensures compliance) with the following:

## **FRANCHISE AGREEMENT FOR AMBULANCE SERVICES**

- (A) The other Ambulance Service provider provides the substantially-equal level of service required of Franchisee under this Franchise Agreement;
- (B) Franchisee provides a copy of its agreement to provide aid between Franchisee and the other Ambulance Service provider to the Fire Department and the City Attorney's Office;
- (C) Franchisee uses that aid to occasionally augment, but not replace, the services Franchisee is required to provide under this Franchise Agreement;
- (D) In every case, Franchisee is accountable for the other Ambulance Service provider's performance, including its failure to respond or meet response times; and
- (E) Franchisee provides City a monthly report of aid given and received in a reasonable format approved by the Fire Department.

### **9. COOPERATION ON CONTINUOUS QUALITY IMPROVEMENT**

- 9.1 Participation. Franchisee acknowledges that, in connection with CQI activities, operational and medical treatment data must be collected, analyzed, displayed, and acted upon using statistically valid methods. Franchisee will participate fully with all CQI activities in the IEMS and, when requested by the Fire Chief, participate in peer-review processes.
- 9.2 Quality Assurance Director. Franchisee shall have a Quality Assurance Director for activities related to the IEMS' CQI activities in accordance with Health District Regulations, including subsection 900.050 of the EMS Regulations.
- 9.3 Reporting. Franchisee will provide CQI reporting data in a reasonable format/time frame as designated by the Fire Department.
- 9.4 Program Enhancements. Franchisee may propose EMS program enhancements that may improve the provision of Emergency Medical Care within the FSA.

### **10. COOPERATION ON CONTINUOUS MEDICAL EDUCATION**

- 10.1 Participation. Franchisee will participate with CME activities in the IEMS.
- 10.2 CME Staffing. Franchisee will staff a dedicated full time employee, or provide proof of adequate staffing for activities related to the IEMS' CME activities. This employee may also perform the CQI activities listed in Section 9 (Cooperation on Continuous Quality Improvement).
- 10.3 Providing CME. Franchisee will ensure that the CMEs provided to its representatives meet or exceed the certification and licensing requirements of the Health District for each of those representatives' scope of practice recognized by the Health District.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

### 11. DISASTER ASSISTANCE, RESPONSE AND TRAINING

- 11.1 Complying with Plan. Franchisee shall comply with the City Emergency Operations Plan at no cost to City, including providing Ambulance Service for mass-casualty incidents (“MCI”) and providing Ambulances and Franchisee personnel for Emergency training purposes.
- 11.2 Active Participation; Supervisory Support. Franchisee shall be actively involved in planning for and responding to, within the FSA, any MCI, mass gathering, wide-scale Emergency incident or disaster, Declared Disaster or Emergency at a Special Event. Franchisee must participate in City’s EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans. Franchisee shall dispatch a supervisor, or higher level personnel, to any MCI or wide-scale Emergency incident or disaster in the FSA to assist the Incident Commander.
- 11.3 Response to Declaration of Disaster. In the event a disaster within the City of Henderson, Clark County or a neighboring jurisdiction is declared (a “Declared Disaster”), Franchisee shall suspend normal operations and respond as provided by, and in accordance with, the City Emergency Operations Plan. Franchisee shall use best efforts to make Emergency services primary and may suspend non-Emergency service as required. During the period of a state or federal declaration of disaster, City will not impose liquidated damages for exceeding maximum response times.
- 11.4 Recovery of Direct Marginal Costs. In connection with a Declared Disaster, Franchisee shall submit to the appropriate agencies the direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the Declared Disaster but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City will provide reasonable assistance to Franchisee in recovering these costs but shall not be responsible for these costs or payments to Franchisee.
- 11.5 Franchisee Plans. 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.
- 11.6 Recurring Training. At a minimum of every two (2) years and at no cost to City, Franchisee shall participate in training and rehearse on the ICS and the City Emergency Operations Plan. Franchisee shall provide upon request by the Fire Department verification that such training has been provided. Franchisee shall also participate in City-approved exercises and disaster drills and other interagency training within the FSA.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

### 12. GENERAL COOPERATION AND SUPPORT

- 12.1 Advancing the IEMS. City and Franchisee shall cooperate and support each other to advance the IEMS, including the promotion of improved patient care initiatives, cooperative efficiencies or other measures designed to improve the system.
- 12.2 Franchisee Disclosure Obligation. Franchisee shall immediately disclose to City when Franchisee knowingly takes any action to initiate or support legislation, rulemaking, or regulatory action in any forum, whether at the federal, state or local government level and any administrative agencies of these governmental units that is determined by City to directly impact City's ability to provide medical services or seek reimbursement for services provided, the Emergency Medical Services Ordinance, the Ambulance Transportation Fees Ordinance and this Franchise Agreement. Franchisee's failure to comply with any of its obligations in this Section may be considered a material breach of this Franchise Agreement.
- 12.3 Media. All media contacts and communications relating specifically to City's IEMS shall be coordinated through City's public information officer or designee. Franchisee shall not provide comments, information, or communications except through this process, and a failure by Franchisee to comply may be considered a material breach of this Franchise Agreement. Notwithstanding anything to the contrary, Franchisee may respond to any general press inquiry or engage in other general public relations activity beneficial to Franchisee in the normal course of business; provided, however, Franchisee does not make or purport to make any statements on behalf of City and any such Franchisee responses and activities are consistent with City's IEMS and coordinated with the Fire Department.
- 12.4 IEMS and Community. City anticipates further development of its IEMS and regional efforts to enhance disaster responses and responses to requests to aid other jurisdictions. Franchisee shall actively participate in IEMS activities, committee meetings and work groups as directed by the Chief. Franchisee shall develop a local continuity of operations plan (COOP) no later than November 1, 2016 and thereafter update it periodically. The COOP plan shall at minimum include:
- (A) Identifying essential functions;
  - (B) Orders of succession;
  - (C) Delegations of authority;
  - (D) Protection of vital records and databases;
  - (E) Alternate operating facilities;
  - (F) Interoperable communications; and

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(G) Capability readiness.

### 13. AMBULANCE FLEET AND EQUIPMENT

- 13.1 Maintenance. Franchisee shall adequately maintain (and require to be maintained) safe and in good repair all Ambulances and other vehicles used in performing its obligations under this Franchise Agreement, inclusive of all reserve vehicles, (the “Fleet”).
- 13.2 Fleet List. By August 15, 2016, Franchisee shall provide City a Fleet List. Franchisee shall update the Fleet List annually and provide that updated list to the Chief by December 1 each year. For purposes of this Franchise Agreement, “Fleet List” means a list that identifies all Fleet vehicles, including the make, model, year, mileage and vehicle identification number of each Fleet vehicle.
- 13.3 Fleet Minimum Standards. At a minimum, Franchisee’s Fleet shall meet the standards identified below.
- (A) Fleet Size. Franchisee shall maintain a minimum number of operable Ambulances that equals or exceeds one hundred twenty-five percent (125%) of the proposed peak deployment of Ambulances provided in the Deployment Plan.
- (B) Mileage. No Ambulance shall have cumulative mileage of more than 300,000 miles with the exception of Ambulances used primarily in SEMS. Franchisee may request in writing that City provide an exception to this requirement for an Ambulance with more than 300,000 miles and provide satisfactory evidence that the Ambulance is safe and in good repair. City reserves and retains the exclusive right to grant or deny Franchisee’s request for an exception and, if City grants such a request, City will condition its approval.
- (C) Federal Specification Compliance. On the later of the date of manufacture or date Franchisee places the Ambulance into service, all Ambulances shall (1) meet the then-current Federal Specification KKK-A-1822F, National Fire Protection Association (NFPA) 1917, as either is amended from time to time, or Health District Regulations and (2) be certified by the original equipment manufacturer to meet one of these specifications on the date of manufacture. In the Chief’s discretion, certain exceptions to such standards may be approved by the Chief. If a Franchisee proposes exceptions to either standard, the proposed exception must be presented to the Chief, in writing, and it is the responsibility of Franchisee to adequately justify the requested exception, including identifying all Applicable Laws and explaining why the exception does not violate any of them. The Chief will make and provide to Franchisee a written determination, and that determination is final.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

- (D) Ambulance Specifications. All Ambulances utilized in support of Franchisee's obligations under this Franchise Agreement must be specified and constructed to transport two (2) patients, one (1) Franchisee attendant and one (1) Fire Department responder in the patient compartment and one (1) family member in the front passenger seat, as well as the driver without exceeding the original equipment manufacturer's specified maximum gross vehicle weight while fully equipped and fueled. Additionally, each Ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.
- (E) Environmental Compliance. All Ambulances must comply with Environmental Protection Agency diesel emissions standards in effect on the date of manufacture, if applicable.
- (F) Ambulance Colors and Markings. All Franchisee Ambulances shall use standard colors, emblems, and markings, as required by existing federal and state standards and City requirements. The color scheme and logo used to designate the ambulance(s) of Franchisee, shall not be the same as or confusingly similar to the color schemes or designs of the Fire Department or other Ambulance Service providers operating in the City of Henderson as determined by the Chief in his or her discretion.

13.4 Fleet Safety Program. Franchisee shall institute and maintain a Fleet safety program that shall address, at a minimum, the following:

- (A) Driver education and vehicle operations;
- (B) Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents;
- (C) Appropriate child restraint systems for pediatric patients;
- (D) Vehicle record-keeping systems; and
- (E) Fleet maintenance procedures designed to promote and enhance safety.

13.5 Ambulance Equipment.

- (A) General Obligation. Franchisee shall provide all facilities, equipment, material, and supplies, necessary to provide the services required under this Franchise Agreement and maintain a neat, clean, and professional appearance of equipment and facilities. Franchisee shall stock, carry and use patient care equipment that is the same as or compatible with the Official Ground Ambulance Inventory and the Official Paramedic Drug Inventory. All reasonable efforts will be made by Franchisee to ensure that all equipment carried is at a minimum compatible with the Fire Department's equipment.

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- (B) EMS Regulations. All Ambulances regardless of the type of service being provided shall, at a minimum, carry equipment and supplies required in subsection 900.200 of the EMS Regulations. Franchisee shall reasonably ensure that all equipment carried in its Fleet is compatible with the Fire Department's equipment.

### 14. DISPATCH AND COMMUNICATIONS

- 14.1 Dispatch Center. Franchisee shall install, provide, operate and maintain a dispatch center using a CAD system and all necessary equipment, including a telephone service (including ring down line), 800 MHz mobile radio system, mobile data computer/radio system, personal computers and a secondary dispatch response system, to enable Franchisee to receive, dispatch and coordinate requests for service from the PSAP and City. City may require Franchisee, at Franchisee's cost, to integrate its CAD system into the CAD system of the PSAP. If permitted by Applicable Law, subject to any restrictions required by Applicable Law or a City contract, and at no cost to City (except minor City administrative costs that do not exceed five hours of City staff time), City agrees to (a) use commercially reasonable efforts to help Franchisee in any current or future integration process; and, (b) with respect to Franchisee's CAD interface with the City's CAD system, encourage City's vendor(s) to offer Franchisee discounts and/or pricing similar to that received by City for the CAD system.
- 14.2 Priority Dispatch. Franchisee shall install, provide, operate, and maintain a priority dispatch program that complies with Health District Regulations and national and City protocols.
- 14.3 Communication System. Franchisee shall furnish and maintain dispatch communications equipment and radio consoles, telephone equipment, proposed communication infrastructure enhancements, ambulance radios as indicated herein (mobile and portable), mobile data terminals or mobile data computers ("MDTs") and hardware and software for any of the foregoing to deliver the services required under this Franchise Agreement (collectively, the "Communications System").
- 14.4 Complying with Requirements. Franchisee shall comply with the following requirements in connection with its installation, use, operation, maintenance and reconstruction of the Communications System and dispatch center:
  - (A) Franchisee shall obtain and maintain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Communications System and dispatch center;
  - (B) Franchisee shall provide the Fire Department with a copy of Franchisee's dispatch policy required by section 1300.300 of the EMS Regulations and documentation describing in detail the operational design for the

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

Communications System and methods proposed for dispatching Ambulances;

- (C) Franchisee shall maintain a radio communication system capable of interagency communications;
- (D) Franchisee's dispatch center must be equipped with a secondary emergency back-up electrical system to ensure uninterrupted service 24 hours per day, seven days per week; and
- (E) Franchisee shall upgrade or modify its Communications System and dispatch center with comparable and compatible technology if and when upgrades or changes are made to the PSAP. If upgrades or changes are contemplated by City, City shall notify Franchisee a reasonable time before such upgrades or changes are implemented to enable Franchisee to upgrade and modify its Communications System and/or dispatch center contemporaneously. Franchisee is solely responsible for all costs associated with upgrades and changes to the Communications System and dispatch center to ensure compliance with future upgrades or modifications to the PSAP.

- 14.5 Compliance with Applicable Law Concerning Communications. Franchisee must comply at all times with all Applicable Law, including licensing requirements concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies.
- 14.6 SNACC. Franchisee shall communicate with Fire Department responders and the PSAP over the Southern Nevada Area Communications Council (SNACC) 800 MHz trunked radio system at Franchisee's cost. Franchisee shall pay for its proportionate use of the 800 MHz trunked radio systems to SNACC as then required by SNACC.
- 14.7 MDT and AVL Requirements. Each Ambulance used to perform services under this Franchise Agreement shall be equipped with an MDT and an automatic vehicle locator (AVL) system integrated with Franchisee's CAD system. At all times and to be considered valid, the AVL system must accurately capture and transmit the following information: date of service for a particular Ambulance; GPS coordinates consistent with the dispatched location for a particular Ambulance; vehicle number; vehicle speed of zero miles per hour; and, time of data transmission. At all times, the AVL system be integrated with the CAD system to provide the following data time stamps: (A) time of Ambulance arrival at scene; (B) time Ambulance leaves scene for medical facility or other patient destination; and (C) time Ambulance arrives at the medical facility or other patient destination. These systems shall be in place and operational on the Effective Date. All costs associated with the MDTs and AVL systems are Franchisee's sole responsibility.

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14.8 AVL/CAD System Capabilities. Franchisee's CAD and AVL systems must be capable of:

- (A) Daily clock synchronization with the atomic clock;
- (B) Integrating Franchisee's Emergency and non-Emergency resources onto the PSAP dispatching consoles;
- (C) Indicating all system resources available, their status and their locations in real-time;
- (D) Sending and receiving electronic dispatch information, instructions, and call status;
- (E) Complete reliability (defined as operational at greater than 99%) for all Ambulance Service;
- (F) Providing the Fire Department and PSAP unrestricted access to real-time data maintained by Franchisee's CAD system as necessary to analyze demand, determine deployment procedures, monitor the location and status of all Franchisee Ambulances at all times and assess compliance with this Franchise Agreement;
- (G) Refreshing the AVL and global positioning system ("GPS") information no less than every five (5) seconds; and
- (H) Being available and operable for all Emergency and non-Emergency calls for service.

14.9 Electronic Data Systems.

- (A) Syndromic Surveillance. At its cost, Franchisee shall furnish and operate through its dispatch center a syndromic bio-surveillance and regional data management system approved by the Fire Department.
- (B) System Capabilities. Franchisee's electronic data system shall be capable of capturing and reporting common data elements used within the IEMS.
- (C) Reporting Capabilities. Franchisee's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:
  - (1) Emergency life threatening and non-life threatening response times by jurisdiction and by user definition;
  - (2) Out of chute response times by crewmembers;
  - (3) On-scene times;

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- (4) Hospital drop times by crewmembers;
  - (5) Emergency and non-emergency responses by hour and day;
  - (6) Dispatch personnel response time reports;
  - (7) Canceled run report;
  - (8) Demand analysis report; and
  - (9) Problem hour assessment with call mode by hour and day.
- (D) Dispatch Cards. Franchisee shall fully complete a manual “dispatch card” in a form consistent with Health District Regulations for each dispatch of an Ambulance if the electronic data system 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.

### 14.10 Backup Systems and Disaster Recovery.

- (A) Weekly Testing. Franchisee shall test weekly the backup power system for the dispatch center by running on standby and generator power.
- (B) Backup Server. The dispatch center shall maintain a backup server, which can be brought on-line in the event of a catastrophic server failure.
- (C) Off-Site Backup. As additional security, Franchisee shall back up all databases at an off-site location where a separate computer dispatch system shall be online at all times.

## 15. REPORTS

- 15.1 General Obligation. Franchisee shall provide City all reports required under this Franchise Agreement.
- 15.2 Response Time Reporting. Franchisee shall comply with the reporting requirements delineated in Exhibit A.

## 16. RESPONSE TIME COMPLIANCE

### 16.1 Response Time Performance Expectations.

- (A) 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.

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- (B) Response times are a combination of dispatch, operations and field operations. Therefore, an error in one phase of operations (*e.g.*, CAD dispatch, Deployment Plan, Ambulance maintenance) shall not be the basis for an exception to performance in another phase of operations (*e.g.*, clinical performance or response time performance).
- (C) 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.
- (D) 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.
- (E) Because Franchisee is a provider of Ambulance Services, patients and healthcare facilities rely on Franchisee to provide timely Inter-Facility Ambulance Transport Service and Non-Emergency 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.
- (F) Franchisee shall operate the Ambulance Services system so as to equalize response time performance throughout the various areas of the FSA.

### 16.2 Response Time Performance Requirements.

- (A) PSAP-Dispatched Ambulance Service and Requests for Legal Transports. Franchisee shall meet the following maximum response times throughout the FSA for PSAP-dispatched Ambulance Service and Legal Transports:

Category	Definition	Maximum Response Time (Minutes)	Excessive Response Time (Minutes)
Emergent	Calls that are coded with a medical priority dispatch system ("MPDS") priority level of Bravo, Charlie, Delta, or Echo for PSAP dispatched Ambulance Service.	11:59	14:59
Urgent	Calls that are coded with a MPDS priority level of Alpha or Omega for PSAP dispatched Ambulance Service.	19:59	24:59
Legal	PSAP dispatched Ambulance Service for the transport a Legal 2000 patient (" <u>Legal Transport</u> ").	29:59	39:59

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- (B) Non-Emergency Ambulance Service and Inter-Facility Ambulance Transport Services. Franchisee shall meet the following maximum response times throughout the FSA for Non-Emergency Ambulance Service and Inter-Facility Ambulance Transport Services:

Category	Definition	Maximum Response Time (Minutes)	Excessive Response Time (Minutes)
Urgent	Emergency Transfer of a patient from one medical facility to another medical facility (for Transfers involving Non-Life Threatening Emergencies).	19:59	29:59
Scheduled	Pre-scheduled Transfers with four (4) hours' prior notice from requestor.	Scheduled time	Scheduled time + 89:59
Unscheduled	Unscheduled, non-Emergency Transfers.	59:59	1:59:59

- (C) Additional Performance Requirements.

- (1) Monthly 90% Compliance Requirement. Each calendar month, ninety percent (90%) or more of Franchisee responses for the “Emergent”, “Urgent”, and “Legal” categories in the Section 16.2(A) chart and the “Urgent” and “Unscheduled” categories in the Section 16.2(B) chart (after combined) shall not exceed the maximum response time.
- (2) Compliance Requirement When Scheduled Time for Scheduled Transfers Changes. If a requestor for a pre-scheduled Transfer 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 requested appointment time by the end of the unscheduled response time of 59:59. If the Transfer is rescheduled to a later time that is less than one (1) hour later than the original appointment, Franchisee will arrive on time for the new appointment. If the Transfer is rescheduled to a time that is one (1) hour or more after the original appointment, the response will be deemed an “Unscheduled” Transfer and the appropriate response time standard shall be applied.
- (3) Compliance Requirement When Franchisee Will Not Meet Maximum Response Time for Inter-Facility Ambulance Transport or Non-Emergency Ambulance Services. If Franchisee is unable to meet the established maximum response time either for Inter-Facility Ambulance Transport Services (for non-Life Threatening

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Emergencies) or for Non-Emergency Ambulance Services, 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 using these services.

- 16.3 Maximum and Excessive Response Times in Section 16.2 Charts. The maximum response time for purposes of determining whether Franchisee is meeting its response time performance obligations herein are those times delineated in the Section 16.2(A)-response-time chart and in the Section 16.2(B)-response-time chart under the “Maximum Response Time” headings. City shall use the delineation of an “Excessive Response Time” in the Section 16.2(A)-response-time chart and in the Section 16.2(B)-response-time chart to indicate when Franchisee shall pay City a liquidated damages assessment.
- 16.4 Explanation Requirement. For every call in every category not meeting the required “Maximum Response Time,” at City’s written request, Franchisee will provide a written explanation of the cause of the late response and use commercially reasonable efforts to eliminate recurrence.

## 17. RESPONSE TIME MEASUREMENT

- 17.1 Measurement Methodology. The following methodology shall be used to measure Franchisee response times:
- (A) Response Time Clock.
- (1) For purposes of measuring response times, the official “clock” will be the time displayed by the CAD system in use by the PSAP;
  - (2) Franchisee shall ensure that each Ambulance CAD clock is continuously and accurately synchronized with the PSAP CAD;
  - (3) The average difference in clock time shall never exceed four tenths (4/10th) of a second; and
  - (4) 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.

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(B) Time Intervals for PSAP-dispatched Ambulance Service, Legal Transports, Non-Emergency Ambulance Service, and Inter-Facility Ambulance Transport Service.

- (1) Response times for the categories described in the Section 16.2(A)-response-time chart shall begin with the time the call is received on Franchisee's communications center CAD terminal and referred to as the "call created time." However, until Franchisee's CAD system is integrated with the CAD system of the PSAP as described in Section 6.20 (CAD Integration) and Section 14.1 (Dispatch Center), the "call created time" for the foregoing categories will be the time that the PSAP operator ends the call transfer time with the Franchisee's communications center. Response times for the categories described in the Section 16.2(C)-response-time chart shall begin when the call is received by Franchisee's communications center and referred to as the "call created time."
- (2) For all of the above categories, the response time clock shall be stopped when Franchisee's ambulance or authorized aid Ambulance is at scene and transmits the "unit arrived at scene" status signal to CAD.
- (3) Such transmission shall not be made until the Ambulance actually arrives at the specific address or location dispatched with a speed of zero (0) miles per hour.
- (4) 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.
- (5) Arrival on the scene of Franchisee supervisor's vehicle shall not stop the response time clock.
- (6) In instances that the Ambulance has responded to a location other than the scene (*e.g.*, staging areas for hazardous scenes, hospital in accordance with HMC 4.80.160.B or facility for CCT/SCT services), arrival "at scene" shall be the time the Ambulance arrives at the designated location and achieved a speed of zero miles per hour.
- (7) The Fire Department's 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 required response time.

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- (8) For all responses Franchisee shall report the “at scene” CAD time stamp as the “at scene” time. If the CAD “at 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 at scene time. The mechanisms for verifying the at-scene time, by either Franchisee or City, shall be the CAD time stamp, the verbal at scene, or the time the AVL system documents the Ambulance being at scene with speed of zero (0) miles per hour.
- (C) Resolution of Conflict Between Documented At-Scene Times. In the event of a conflict between any of the at-scene times described in Section 17.1(B), the Parties shall resolve the conflict by using the top-ranked at-scene time and ranking the documented at-scene times in the following order: first, CAD time stamp; second, AVL system time; and third, verbal at-scene time but only when the verbal at-scene time is documented in Franchisee’s CAD electronic notes and further documented by a dated and time-stamped voice recording made by Franchisee’s personnel. The following additional procedure applies to resolve a conflict:
  - (1) If the CAD time stamp is nonexistent or is determined by City to be invalid, the AVL system time will be substituted.
  - (2) If the CAD time stamp and AVL system time are nonexistent or determined by City to be invalid, the verbal at-scene time will be substituted if it is documented in the manner required above.
  - (3) If data documented by the AVL system shows the CAD time or verbal at-scene time reported for a response is different, the “at scene” time shall be the time the AVL system first documented the Ambulance at the dispatched location with a speed of zero (0) miles per hour.
  - (4) City may use verbal recordings and AVL data to prove or disprove the accuracy of the at-scene time reported by Franchisee for any response. Should verbal recordings and/or AVL data disprove data reported by Franchisee, City’s Business Operations Manager or that person’s designee will substitute the more accurate data. Franchisee may appeal City’s decision in writing to the Chief, and the Chief’s decision is final and binding.
  - (5) In instances when the Ambulance fails to report “at scene” (and the Ambulance was not cancelled before arriving at the dispatched location), the time of the next communication with the Ambulance will be used as the “at scene” time. Franchisee may appeal such instances in accordance with the procedure for appeal provided in Section 17.1(C)(4), when it can document an earlier arrival time

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

through other means, such as a City Ambulance assigned to the same call or AVL position reporting.

(D) Calculating Upgrades, Downgrades and Reassignments for PSAP-dispatched Ambulance Service, CCT/SCT Services and Calls Originating at a Hospital That Require a Response for a Life Threatening Emergency.

From time to time, special circumstances may cause changes in call priority classification for (1) PSAP-dispatched Ambulance Service, (2) CCT/SCT services, and (3) when the requestor does not specifically request a response from the Fire Department, calls originating at a hospital that require a response for a Life Threatening Emergency. Such changes may occur as follows:

(1) Upgrades. If an assignment is upgraded prior to the arrival at scene of the first Ambulance (*e.g.*, “Urgent” is upgraded to “Emergent”), Franchisee’s compliance with performance standards and liquidated damages will be calculated based on the shorter of:

(a) The time elapsed from the call created time to time of upgrade plus the higher priority response time requirement; or

(b) The lower priority response time requirement.

Example: A call is dispatched “Urgent” (required response time of 19:59) and is upgraded to “Emergent” (required response time of 11:59) after one minute (1:00) has elapsed. Because  $11:59 + 1:00 = 12:59$  is shorter than 19:59, the response is considered an “Emergent” response but with an “Emergent” response time requirement of 12:59 (instead of 11:59).

(2) Downgrades. Medically-trained first responders (Fire Department employees) as authorized by the Fire Department’s medical director may initiate downgrades. If an assignment is downgraded after Franchisee’s arrival at scene, the “Urgent” priority response time requirement will apply to the call. If an assignment is downgraded prior to the arrival at scene of the first Ambulance, Franchisee’s compliance with performance standards and liquidated damages will be calculated based on:

(a) The “Urgent” priority response time requirement, if Franchisee’s Ambulance is downgraded before it would have been judged “late” under the “Emergent” priority response time requirement; or

(b) The “Emergent” priority response time requirement, if Franchisee’s Ambulance is downgraded after it would have

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been judged “late” under the “Emergent” priority response time requirement.

Example 1: A call is dispatched “Emergent” (required response time of 11:59) and is downgraded to “Urgent” (required response time of 19:59) prior to the arrival at scene of the first Ambulance and before Franchisee’s Ambulance exceeds the “Emergent” response time. Franchisee is required to meet the “Urgent” priority response time of 19:59.

Example 2: A call is dispatched “Emergent” (required response time of 11:59) and is downgraded to “Urgent” (required response time of 19:59) prior to the arrival at scene of the first Ambulance and after Franchisee’s Ambulance exceeds the “Emergent” response time. Franchisee is required to meet the “Emergent” priority response time of 11:59.

(3) Cancelled En Route. If an Ambulance is cancelled by the PSAP after an assignment has been made, but prior to the arrival of the first Ambulance at scene, and no Ambulance is required at the dispatched location, the response time clock will stop at the moment of cancellation.

(E) Counted As Single Response. Each incident will be counted as a single response regardless of the number of Ambulances that respond.

## 18. LIQUIDATED DAMAGES

### 18.1 Generally.

(A) Liquidated Damages Not a Penalty. The Parties agree that Franchisee’s failure to comply with any response time requirement, performance requirement, or other requirement will result in damage to City that will be impractical to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, failure to timely submit a required report or any other deviation. Liquidated damage assessment 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 Franchise Agreement or any noncompliance by Franchisee are not limited to this Section 18 (Liquidated Damages).

(B) Payment of Assessment or Appeal. Within fourteen (14) days of receipt of liquidated damage assessments from City, Franchisee shall make payment for any assessed liquidated damages or provide an appeal in writing of the penalties assessed, or any portion thereof, to the CFO. Within 30 days of

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receipt of a written appeal, the CFO will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the CFO's determination, Franchisee shall make payment of the total amount of the CFO's liquidated damage assessments.

- (C) Performance Bond. Should Franchisee fail to pay liquidated damages as provided above, City may file a claim against the performance bond with Franchisee's surety for all unpaid liquidated damage assessments after the CFO has made a determination regarding any appeals that were the subject of those assessments.
- (D) Annual Increase. All liquidated damages assessments provided for in this Franchise Agreement shall be increased annually on February 1 of each year by the Consumer Price Index for Medical Care Services (CPI-MCS) or other such other percentage of change that is comparable to (or not more than) that used to adjust the maximum rates for Ambulance Services in accordance with HMC 2.29.030; provided that the maximum rates for Ambulance Services established in the Ambulance Transportation Fees Ordinance are also increased.

### 18.2 Monthly Liquidated Damage Assessment.

- (A) 90% Response Time Standard: Liquidated Damage Amounts. Each month, City shall assess liquidated damages for Franchisee's failure to comply with the monthly response time standard of 90% required in Section 16.2(C):

Category	Occurrence Number	Liquidated Damages Amount
Emergent, Urgent, Legal, Urgent and Unscheduled Combined	First Occurrence (calendar year)	\$1,000
Emergent, Urgent, Legal, Urgent and Unscheduled Combined	Second Occurrence (calendar year)	\$2,000
Emergent, Urgent, Legal, Urgent and Unscheduled Combined	Third or More Occurrence (calendar year)	\$5,000

- (1) Calculation Factors. The assessments identified in Section 18.2(A) shall be assessed each calendar month. No rounding factor will be allowed (e.g., a monthly performance of 89.9% will be reported and viewed as 89%).
- (2) Reduction of Term. In accordance with Section 4.3 (Reduction of Term), City may reduce the term of this Franchise.

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### 18.3 Individual Per Call Liquidated Damage Assessment.

- (A) Individual Per Call: Liquidated Damage Amounts. City shall assess liquidated damages for Franchisee's failure to meet response times for individual calls as indicated in Section 16 (Response Time Compliance) as follows:

Category	Standard Late Assessment	Excessive Response Time
<u>Section 16.2(A):</u> Emergent, Urgent and Legal Combined	\$17.00	\$100.00 (in lieu of the standard late assessment)
<u>Section 16.2(B):</u> Urgent and Unscheduled Combined	\$12.00	\$100.00 (in lieu of the standard late assessment)

- (B) Failure to Document or Inaccurate At-Scene Time. Where an at-scene time for a particular Emergency call is not documented or demonstrated to be inaccurate, the response time for that call shall be determined using the process described in Section 17.1(B)(8).
- (C) Upgraded Calls. If Franchisee exceeded the maximum response time for a call that was upgraded, the initial call and the upgraded call are each subject to the late liquidated damages assessment as provided in the table in Section 18.3(A) (Individual Per Call: Liquidated Damage Amounts).
- (D) Downgraded Calls. If Franchisee exceeded (or City judges Franchisee to have exceeded) the maximum response time for a call that was downgraded, the initial call and the downgraded call are each subject to the late liquidated damages assessment as provided in the table in Section 18.3(A) (Individual Per Call: Liquidated Damage Amounts).

### 18.4 Other Liquidated Damage Assessments.

- (A) Failure to Document At-Scene Time. Franchisee shall pay City a one hundred dollar (\$100) liquidated damage assessment for each time Ambulance Service is PSAP-dispatched and the at-scene time of Franchisee's Ambulance is not documented. The Chief, or designee, will waive such assessment in a case where Franchisee can demonstrate to the Chief, or designee, an accurate at-scene time.
- (B) Failure to Respond. Franchisee shall pay City a one thousand dollar (\$1,000) liquidated damage assessment for each occurrence of a failure to respond. A "failure to respond" means a call request made by the PSAP for either Emergency or Non-Emergency Ambulance Service for which Franchisee fails to dispatch and/or no Ambulance authorized to provide Franchisee aid pursuant to Section 8.2 (Providing and Receiving Aid)

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responds to the request for service. The Chief, or designee, will waive such assessment in a case where Franchisee can demonstrate to the Chief, or designee, that the “failure to respond” was due to the specific circumstances of Franchisee responding to a declared natural or man-made disaster, or the call volume in the FSA exceeds one (1) standard deviation of expected maximum, based on a historical average of the preceding 12 months.

- (C) Report Requirement. Franchisee shall pay City a one hundred dollar (\$100.00) liquidated damage assessment for each failure by Franchisee to submit a report required under this Franchise Agreement by the deadline. Franchisee shall pay City an additional one hundred dollars (\$100.00) liquidated damage assessment for each successive day Franchisee fails to submit the report until Franchisee provides the report to City.

18.5 Repetitive Non-Compliance. Within thirty (30) calendar days of being notified of repetitive non-compliance by City, Franchisee shall submit a plan of corrective action to City that is acceptable to this City. Franchisee shall correct its repetitive non-compliance in accordance with that plan. The City Council may revoke this Franchise pursuant to HMC 4.80.290.A (and Franchisee is in material breach of this Franchise Agreement) if Franchisee fails to correct repetitive non-compliance. Repetitive non-compliance means three (3) consecutive months or four (4) instances of the same finding of non-compliance in any twelve (12) month period.

18.6 Incentive for Superior Response Time Performance.

- (A) Incentive. For every calendar month Franchisee achieves Section 16.2(A) and Section 16.2(B) response time criteria for at least 90% of the time and exceeds the thresholds established in Section 18.6(B) (Performance Discounts), City shall apply the performance discounts below against all response time individual call liquidated damages for the month assessed by City pursuant to Section 18.3 (Individual Per Call Liquidated Damage Assessment). 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.
- (B) Performance Discounts. Performance discounts shall be allocated each calendar month according to the following:

<u>Percentage Compliance with Section 16.2(A) and Section 16.2(B) response time criteria</u>	<u>Percentage Credit</u>
92.00 - 93.00	25%
93.01 - 94.00	50%
94.01 - 96.00	75%
96.01 - 100.00	100%

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### 19. FRANCHISEE PERSONNEL REQUIREMENTS

19.1 Franchisee Key Personnel. Within ten (10) days of the Effective Date, Franchisee shall deliver to City a list of all key personnel, including the General Manager, Franchisee Medical Director, supervisors, clinical managers and communications, educational and training supervisors, and thereafter shall provide City an updated list annually throughout the term of this Franchise Agreement. City may request an updated list anytime during the year. Any replacement of the key personnel requires the following:

- (A) General Manager and Franchisee Medical Director. Requested changes of the local person in charge of Franchisee (the “General Manager”) or the Franchisee Medical Director shall be communicated to City, in writing, or as soon as reasonably possible.
- (B) Other Key Personnel. Other changes in key personnel shall be communicated in writing to City prior to the effective date of the change or as soon as reasonably possible thereafter.
- (C) Qualifications of Replacements. Franchisee’s replacements for key personnel shall have qualifications at least equal to those of the person being replaced.

#### 19.2 EMS Liaison.

- (A) Designation. Franchisee shall designate an EMS program liaison, who may also be the General Manager, division manager or hold a 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. Franchisee’s EMS program liaison shall serve as the liaison between Franchisee and the Fire Department.
- (B) Qualifications. Franchisee’s EMS program liaison shall have successfully completed Incident Command System (ICS) 100, 200, 300 and 400 and NIMS 700 and 800.

#### 19.3 Field Supervision.

- (A) Adequate Supervision. The Fire Department 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:

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- (1) On-Going Supervision. Provide twenty-four hour-a-day, on-duty supervision coverage within the FSA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.
- (2) Supervisory Capabilities. 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.
- (3) Experience and Qualifications. 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 and 400, and NIMS 700.

### 19.4 Communications Center Personnel.

- (A) Qualifications. Communications center personnel shall, at a minimum, be certified in Emergency Medical Dispatch (EMD) according to the current standard of National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) or such other organization that the Chief may otherwise approve.
- (B) Orientation. 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.
- (C) Adequate Staffing. Staffing levels shall be such that a minimum of one (1) EMD-certified communications center person is on duty at all times. Franchisee shall staff a minimum of two (2) EMS dispatch personnel at all times.

### 19.5 Character, Competence, and Professionalism of Personnel.

- (A) Professionalism. Franchisee shall ensure professional and courteous conduct and appearance at all times from Franchisee's field personnel, communications center personnel and key personnel.
- (B) Competence. 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

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required to pass a criminal record check and Franchisee shall provide documentation to City indicating compliance with this requirement for all employees.

- (C) Logo and Uniform Design. The logo and uniform design to be used to designate the personnel of Franchisee shall not be the same as or confusingly similar to those designs of the Fire Department or other Ambulance Service providers operating in the City as determined by the Chief in his or her discretion.
- (D) Removal. The City Manager may request the removal or reassignment of any Franchisee 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 in Franchisee's discretion, Franchisee will take appropriate action.

### 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 Transportation Fees Ordinance. Franchisee must make a reasonable effort, and cause any entity authorized to provide Franchisee aid pursuant to Section 8.2 (Providing and Receiving Aid) to make a reasonable effort, to collect amounts not actually reimbursed under a patient's applicable insurance coverage.

### 21. FRANCHISE FEES

- 21.1 On-Going Payment of Franchise Fee. City shall provide IEMS management, CME coordination, CQI coordination and oversight, clinical and non-clinical oversight, contract management, regulatory oversight and administration, PSAP dispatch, PSAP radio communications system maintenance, traffic signal pre-emption and transponder infrastructure maintenance and other services relevant to administration of this Franchise and monitoring of Franchisee's performance. To partially offset City's actual costs for the foregoing, Franchisee shall pay City an annual franchise fee in the amount of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) payable quarterly, in equal installments, in arrears, with each installment due and payable not later than 45 days after the end of the calendar quarter of each year. Notwithstanding the foregoing, the franchise fee for calendar year 2016 shall be the prorated amount of \$41,667.00 (\$16,667.00 of which is due to the City no later than November 14, 2016 and \$25,000.00 of which is due to the City no later than February 14, 2017), and for any partial quarter that this Franchise Agreement is in effect, the franchise fee for such quarter shall be prorated based on the actual number of days that this Franchise Agreement is in effect during the quarter and the number of days in such quarter.

## **FRANCHISE AGREEMENT FOR AMBULANCE SERVICES**

- 21.2 Annual Increase of Franchise Fee. The franchise fee shall be increased annually on February 1, adjusted for inflation during the term of this Franchise Agreement by the percentage of change that is the same as that used to adjust the maximum rates for Ambulance Services in accordance with HMC 2.29.030; provided that the maximum rates for Ambulance Services established in the Ambulance Transportation Fees Ordinance are also increased. The franchise fee set forth in this Franchise Agreement shall be used to partially reimburse City only for City services. No funds shall be used by City in a manner that may violate 42 U.S.C. § 1320a-7b (the federal Anti-Kickback Statute).

### **22. REVOCATION**

The City Council may revoke this Franchise as provided by and in accordance with the terms of the Emergency Medical Services Ordinance. If City revokes this Franchise, this Franchise Agreement shall terminate when that revocation is effective.

### **23. SECURITY**

Franchisee shall provide security for performance consistent with the Emergency Medical Services Ordinance, including HMC 4.80.260, by providing a performance bond in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) from an institution approved by City, and upon the terms approved by City. City may file a claim against this bond with Franchisee's surety (A) to satisfy Franchisee's obligation to pay City any fees, fines, penalties, liquidated damages or other amounts Franchisee owes City, (B) if the City Council revokes Franchisee's Franchise, or (C) as otherwise provided in the applicable provisions of the Emergency Medical Services Ordinance and this Franchise Agreement. Notwithstanding the foregoing and with respect to a failure by Franchisee to pay assessed liquidated damages, if Franchisee files a timely appeal to the CFO under Section 18.1(B), City must wait to file a claim against this bond with Franchisee's surety until twenty (20) days after the CFO provides the required written letter of determination.

### **24. INSURANCE**

Prior to providing any Ambulance Service in the FSA and thereafter by January 7 of each calendar year or within ten days of City's written request, Franchisee shall provide City proof of insurance coverage in the types, forms and amounts as provided in the Emergency Medical Services Ordinance, including HMC 4.80.490. Failure to maintain such insurance through the term of this Franchise Agreement shall be a material breach of this Franchise Agreement.

### **25. TERMINATION**

#### **25.1 Termination for Cause.**

- (A) Conflict of Interest. Without penalty or further obligation or liability to Franchisee, City may terminate this Franchise Agreement within one (1) years of the Effective Date if any Public Servant significantly involved in initiating, negotiating, securing, drafting, creating or extending the term of this Franchise Agreement on behalf of City is or becomes at any time

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while this Franchise Agreement or an extension of this Franchise Agreement is in effect an employee of Franchisee or a consultant to Franchisee with respect to the subject matter of this Franchise Agreement. Termination shall be effective when Franchisee receives written notice of the termination from City unless City's notice specifies a later date.

- (B) Termination for Ethics Violation. Without penalty or further obligation or liability to Franchisee and with written notice, City may terminate this Franchise Agreement in whole or in part if a Gratuity was offered or provided by Franchisee or a representative of Franchisee to any Public Servant. City shall specify the effective date of termination and extent of termination in its notice to Franchisee.
- (C) Termination for Other Cause. In addition to the rights reserved in this Franchise Agreement and without penalty or further obligation or liability to Franchisee, City may terminate this Franchise Agreement in whole or in part for cause upon determination by City that Franchisee has been in material breach of one or more provisions of this Franchise Agreement, including failing to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing its obligations under this Franchise Agreement. Such termination for cause must be preceded by a written notice of breach and a reasonable opportunity for Franchisee to correct said breach. City may procure, on terms and in the manner that it deems appropriate, services to replace those terminated under this Franchise Agreement. Notwithstanding the foregoing, the City Council may revoke this Franchise and thereby terminate this Franchise Agreement in accordance with Section 22 (Revocation).
- (D) Provisions Void and Franchise Agreement Voidable Under Certain Circumstances. Franchisee acknowledges that City might, pursuant to 42 CFR 1008, seek an advisory opinion from the Office of Inspector General ("OIG Advisory Opinion"). If the OIG Advisory Opinion finds any provision of the Franchise Agreement violates the federal Anti-Kickback Statute and provides grounds for imposing sanctions against City, then the entire Franchise Agreement is voidable by either Party if the Parties cannot agree on a modification of the provision that conforms with the Office of Inspector General's guidance.

- 25.2 Continuation of Performance through Termination. Franchisee shall continue to perform, in accordance with the requirements of this Franchise Agreement, up to the date of termination, as directed in the termination notice. If City selects a successor, Franchisee agrees to fully cooperate with the transition process established by City even if City terminates this Franchise Agreement for cause.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

### 26. INDEMNIFICATION

- 26.1 Indemnity Obligation. Franchisee, as a condition of the grant of this Franchise, and in consideration thereof, shall defend, indemnify, and hold harmless City, its City Council and its employees (the “City Indemnitees”), from and against any claims, losses, costs, suits, judgments damages and expenses (including attorneys’ fees), that directly or indirectly arise from or are based upon in whole or in part (A) Franchisee’s provision of Ambulance Services, (B) operation of Franchisee’s business, (C) Franchisee’s performance (or failure to perform) an obligation required by this Franchise Agreement or the Emergency Medical Services Ordinance, or (D) bodily injury to or death of any person (including employees of City) or damage to or loss of use of property resulting from or alleged to be caused, wholly or in part, by any act, omission, negligence or misconduct of Franchisee (or any of its officers, employees, agents, contractors, subcontractors or any person for whose act, omission, negligence, or misconduct, Franchisee is by law responsible) in connection with this Franchise Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of City, unless caused solely by City’s gross negligence or willful misconduct.
- 26.2 No Benefit for Third Party. 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 Indemnitees. Upon commencement of any suit, proceeding at law or in equity against City relating to or covering any matter covered by this indemnity, City shall give Franchisee prompt 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 any settlement, costs or judgments that may be rendered against City by reason of such damage suit.
- 26.3 Failure to Defend. Upon failure of Franchisee to comply with the “defense of suit” provisions of this Franchise Agreement, after reasonable notice to it by City, 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 City, together with all costs incurred therein, Franchisee shall reimburse City reasonable attorney fees, including those employed by City in such case or cases, as well as all expenses incurred by City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, compromised, or fully adjudicated against City. In the event City is compelled to undertake the defense of any such suit by reason of Franchisee’s failure to perform as here and above provided, 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 City, this without the approval or consent of Franchisee with respect to the terms of such compromise or settlement.
- 26.4 Insurance Does Not Limit Indemnity. The amounts and type of required insurance coverage set forth in the Emergency Medical Services Ordinance, including HMC

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

4.80.490, shall in no way be construed as limiting the scope of indemnity set forth herein.

- 26.5 Survival. This Section 26 (Indemnification) shall survive default, expiration or termination of this Franchise Agreement.

### 27. LIMITATION OF DAMAGES

Notwithstanding anything to the contrary, City is not liable to Franchisee for any consequential, indirect, exemplary or incidental damages, including damages based upon delay, lost revenues or profits. This Section 27 (Limitation of Damages) shall survive default, expiration, or termination of this Franchise Agreement.

### 28. ADDITIONAL PROVISIONS

- 28.1 Amendment. Except as provided in Section 31 (Ordinance Applicability and Changes), to comply with Applicable Law or as otherwise expressly provided in this Franchise Agreement, this Franchise Agreement may not be modified or amended unless such modification or amendment is approved by the City Council, and the terms and conditions thereof expressed in a written document that is signed by both Parties with the same formality as this Franchise Agreement.
- 28.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Franchise Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Franchise Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.
- 28.3 Compliance with Applicable Law. Franchisee shall comply with Applicable Law, including those governing licensing, wages, hours, desegregation, employment discrimination, employment of minors, health and safety. Franchisee shall comply with equal opportunity laws and regulations to the extent that they are applicable. Franchisee shall, at its sole cost, obtain and maintain all necessary permits and licenses required to render services pursuant to this Franchise Agreement. Franchisee shall be responsible for fines and penalties which may arise (including those that City pays or becomes liable to pay) as a direct result of Franchisee's non-compliance with this Section. Franchisee shall indemnify, defend and hold harmless City from all losses, costs and damages by reason of any violation thereof and from any liability, including fines, penalties and other costs arising out of Franchisee's failure to so comply. Franchisee's failure to comply is grounds for City terminating this Franchise Agreement. This Section shall survive default, expiration or termination of this Franchise Agreement.
- 28.4 Counterparts. The Parties may execute this Franchise Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

- 28.5 Cumulative Remedies. Franchisee agrees that City shall have the specific rights and remedies set forth herein and in the Emergency Medical Services Ordinance and that these rights and remedies are cumulative and in addition to any and all other rights or remedies now or hereafter available to City at law, in equity or otherwise and will not be deemed waived by the exercise of any other right or remedy. Nothing contained in this Franchise Agreement shall impair any of the rights or remedies of City under applicable law. The exercise of any such right or remedy by City shall not release Franchisee from its obligations or any liability under this Franchise Agreement, except as expressly provided for in this Franchise Agreement or as necessary to comply with Applicable Law. Neither the provision of performance security, nor the receipt of any damages recovered by City thereunder, shall be construed to excuse faithful performance by Franchisee or limit Franchisee's liability to City for damages, either to the full amount of the posted security or otherwise.
- 28.6 Discretion. Reference in this Franchise Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including any standard of custom or reasonableness.
- 28.7 Entire Agreement. The preparation, execution, and delivery of this Franchise Agreement by the Parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise Agreement represent the entire and integrated agreement between City and Franchisee and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Franchise Agreement unless such agreements or understandings are expressly referred to.
- 28.8 Governing Law; Venue. This Franchise Agreement is governed by and will be construed in accordance with the substantive and procedural laws of the state of Nevada, without giving effect to its choice or conflicts of law provisions. All actions must be initiated in a state or federal court located in Clark County, Nevada, and the Parties consent to jurisdiction by such courts. The Parties agree they will not initiate an action against each other in any other jurisdiction. This Section shall survive default, expiration, or termination of this Franchise Agreement.
- 28.9 Headings; Cross References. The headings or section titles contained in this Franchise Agreement are used solely for convenience and do not constitute a part of this Franchise Agreement, nor should they be used to aid in any manner in the construction of this Franchise Agreement. All references in this Franchise Agreement to Sections, Subsections and Exhibits are to Sections, Subsections and Exhibits in this Franchise Agreement, unless otherwise specified.
- 28.10 Independent Contractor. Neither Franchisee nor City is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Franchise Agreement. Nothing in this

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

Franchise Agreement or any contract or subcontract by Franchisee will create any contractual relationship between Franchisee's employee, agent, contractor or subcontractor and City.

- 28.11 Interpretation. Each Party to this Franchise Agreement acknowledges that it has carefully reviewed this Franchise Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Franchise Agreement.
- 28.12 No Property Interest Acquired. Nothing in the awarding of the Franchise, the granting of term extensions, the granting of a license, the authorization to use the Rights-of-Way or the execution of this Franchise Agreement shall in any way be construed as establishing a property interest or any other entitlement other than to permit Franchisee to enforce the terms of this Franchise Agreement.
- 28.13 No Third-Party Beneficiaries. Nothing expressed or implied in this Franchise Agreement is intended, or should be construed, to confer upon or give any person not a Party to this Franchise Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Franchise Agreement.
- 28.14 No Transfer or Assignment. This Franchise 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 and any such attempted transfer or assignment in violation hereof shall be void and enable City to terminate this Franchise Agreement for cause, unless Franchisee receives approval from City which approval shall not be unreasonably withheld.
- 28.15 No Waiver. Franchisee shall not be excused from complying with any of the terms or conditions of this Franchise Agreement because City does not, on one or more occasions, insist upon or to seek compliance with any such terms or conditions or because of any failure on the part of City or Franchisee to exercise, or to delay in exercising, any right or remedy hereunder. Nor shall City's single or partial exercise of a right or remedy or failure to require full performance from Franchisee preclude City's right to exercise its rights and remedies or enforce each and every provision in this Franchise Agreement.
- 28.16 Performance of Acts on Business Days. Any reference in this Franchise Agreement to time of day refers to local time in Nevada. All references to days in this Franchise Agreement refer to calendar days, unless stated otherwise. Any reference in this Franchise Agreement to a "business day" refers to a day that is not a Friday, Saturday, Sunday or observed as a holiday by City. If the final date for payment of any amount or performance of any act required by this Franchise

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

Agreement falls on a Friday, Saturday, Sunday or holiday, that payment is required to be made or act is required to be performed on the next business day.

- 28.17 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise 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 declaration shall not affect the validity of the remaining portions hereof which will remain valid and enforceable. Any void portion or provision will be deemed severed from this Franchise Agreement, and the balance of this Franchise Agreement will be construed and enforced as if this Franchise Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Franchise Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 28.18 Construction of the Word “Include” and Its Derivatives. When followed by an example, the words “include,” “includes,” and “including” are to be read as if they were followed by the phrase “without limitation.”
- 28.19 Commercially Reasonable Efforts. Reference in this Franchise Agreement to the “commercially reasonable efforts” of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

### 29. NON-EXCLUSION

Each Party represents and certifies that neither it nor any practitioner who orders or provides 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 the federal Department of Health and Human Services or Office of Inspector General 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 Agreement, unless the excluded Party is a practitioner or employee who immediately discontinues ordering or providing Ambulance Services hereunder.

### 30. NO INFLUENCE ON REFERRALS

It is not the intent of either Party to this Franchise 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 Agreement. Any payments specified in this Franchise Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

### 31. ORDINANCE APPLICABILITY AND CHANGES

Franchisee acknowledges that this Franchise Agreement is subject to the HMC, including the Ambulance Transportation Fees Ordinance and Emergency Medical Services Ordinance, as adopted on the Effective Date and as amended from time to time by City. The HMC applies to this Franchise Agreement, is binding on the Parties and supersedes any portion of this Franchise Agreement should a conflict arise.

### 32. NOTICES

- 32.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required under the Franchise Agreement must be (A) in writing; (B) delivered personally or sent by certified mail (postage prepaid, return receipt requested), facsimile or by a recognized courier; and (C) addressed to a Party as follows:

**FRANCHISEE:**

RBR Management, LLC dba Community Ambulance  
Attn: Rob Richardson, Chief Executive Officer  
91 Corporate Park Drive, Suite 120  
Henderson, NV 89074  
Telephone No.: (702) 438-9100  
Facsimile No.: (702) 938-4039

**WITH COPY TO:**

The Reid Firm  
Attn: Key Reid  
3333 E. Serene Avenue, Suite 200  
Henderson, NV 89074  
Telephone No.: (702) 990-2166  
Facsimile No.: (702) 990-9893

**CITY:**

City of Henderson  
Attn: Matthew L. Morris, Fire Chief  
240 S. Water Street, MSC #133  
Henderson, NV 89015  
Telephone No.: (702) 267-2222  
Facsimile No.: (702) 267-2223

- 32.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required under this Franchise Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the notice by facsimile provided that Party receives a confirmation of delivery; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier.

## **FRANCHISE AGREEMENT FOR AMBULANCE SERVICES**

Each Party may change its contact information for purposes of the Franchise Agreement by giving written notice to the other Party in the manner set forth above.

### **33. AUDIT RIGHTS**

Franchisee shall maintain, and shall cause any entity that provides Franchisee aid under Section 8.2 (Providing and Receiving Aid) to maintain and make available, all books, documents, accounting records and other records pertaining to this Franchise Agreement. Such records shall be made available by Franchisee for inspection and copying at its offices at all reasonable times during the term of this Franchise Agreement and for six (6) years after termination of this Franchise Agreement (or for longer as required by Applicable Law). In addition, those records which relate to any disputes, litigation, or the settlement of claims arising out of such performance shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, or claim. City has the right to audit, examine, and reproduce any and all Franchisee records related to this Franchise Agreement, including to verify Franchisee compliance with Applicable Law. Franchisee shall furnish copies of any records requested by City within seven (7) business days of the request.

### **34. DISPUTE RESOLUTION**

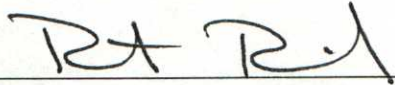
All disputes in connection with this Franchise Agreement between City and Franchisee shall be settled, if possible, by formal negotiations between the authorized representative of City and of Franchisee. A Party must provide written notice to the other Party, requesting initiation of formal negotiations. Such meeting shall be held within fifteen (15) days after that notice is received by the other Party. If the matter is not resolved by such negotiations, either Party may, by providing written notice to the other Party, cause the matter to be referred to a meeting of appropriate higher management representatives of the Parties. Such meeting shall be held within fifteen (15) days after that notice is received by the other Party. If the matter is not resolved within thirty (30) days after the date of the notice referring the matter to the appropriate higher management or such later date as may be mutually agreed upon, a Party may then subject to the terms of this Franchise Agreement) commence legal action in a court of competent jurisdiction in order to resolve the dispute.

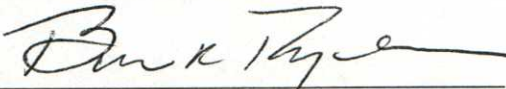
*[signature page follows]*

# FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

## FRANCHISEE:

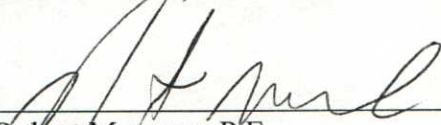
RBR Management, LLC dba Community Ambulance

By:   
Rob Richardson  
Chief Executive Officer

By:   
Brian Rogers  
Chief Operating Officer

## CITY:

CITY OF HENDERSON  
CLARK COUNTY, NEVADA

By:   
Robert Murnane, P.E.  
City Manager


ATTEST:


Date of City Council Action: July 19, 2016

By:   
Sabrina Mercadante, MMC  
City Clerk


Approved as to Funding:

Approved as to Form:

By:   
Richard A. Derrick  
Chief Financial Officer

By:   
By Rory Robinson, Senior Assistant City  
Attorney, for/  
Josh M. Reid  
City Attorney

Approved as to Content:

By:   
Matthew L. Morris  
Fire Chief, Henderson Fire Department

# FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

## Exhibit A Reporting Requirements

1. Documentation of Incident Response Time Intervals.
  - (A) Documenting Times. Franchisee shall document all times necessary to determine total Ambulance response time and patient disposition information, including:
    - (1) Time request received;
    - (2) Time location verified;
    - (3) Time Ambulance crew assigned;
    - (4) Time en route to scene;
    - (5) Time at scene;
    - (6) Total on-scene time;
    - (7) Time en route to medical facility;
    - (8) Total time to Transport to medical facility;
    - (9) Time of arrival at medical facility;
    - (10) Transfer time if Transferred;
    - (11) Disposition of the patient; and
    - (12) Medical facility if Transferred and Transport destination if Transported.
  - (B) Additional Times. Other times may be required by the Fire Chief to document specific activities such as:
    - (1) Arrival at patient side;
    - (2) Administration of treatments; and
    - (3) Other instances deemed important for clinical care monitoring and research activities.
  - (C) CAD System. All times shall be recorded by Franchisee on the ePCR and in Franchisee's CAD system.
  - (D) Electronic Access to ePCR Forms. Franchisee shall provide unrestricted electronic access to the ePCR forms for PSAP-dispatched Ambulance Service to patients within the FSA and its CAD database for City to extract and corroborate response time performance and quality of EMS care.
  - (E) Prohibition Against Changing CAD Data. Franchisee shall not make changes to times entered into its CAD after the event. Franchisee may request changes from City when errors or omissions are discovered. The Chief has sole discretion to determine whether changes to times by Franchisee shall be permitted unless an accurate time can be ascertained, such as in accordance with Section 17.1(C).
2. Response Time Performance Report. 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:

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

- (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, upon request, to the Chief for any call exceeding the maximum response time and, where appropriate, describe steps taken to reduce extended response times in the future.
3. Facilitating Analysis. With respect to reports that detail Franchisee's operations and clinical and administrative data, Franchisee will provide the report in a manner that facilitates retrospective analysis as required by the Chief. Franchisee and the Fire Department shall establish procedures to automate the monthly reporting requirements not collected within CAD data.
4. Dispatch Computer. The CAD dispatch system Franchisee uses shall include security features preventing unauthorized access or retrospective adjustment and providing full audit trail documentation.
5. Records.
- (A) Interfacing Capability. Franchisee's data collection system must be functionally equivalent to and capable of interfacing with and capturing common data sets of the Fire Department's ePCR reporting system.
  - (B) Data Collection System Sources. Franchisee's data collection system shall include, at a minimum, the following generally described sources:
    - (1) A uniform dispatch report form to the Health District's specifications;
    - (2) A uniform patient care form to the Health District's specifications;
    - (3) An inter-hospital patient care form to the Health District's specifications;
    - (4) Equipment maintenance and inventory control schedules as required by the Health District;
    - (5) Deployment planning reports;
    - (6) Continuing education and certification records documenting training and compliance with the Health District's requirements; and
    - (7) Clinical performance audits and analysis reports to the specifications of the Fire Department's medical director specifications.
  - (C) Completing ePCR Form. An ePCR form is required to be completed for all patients for whom care is rendered at the scene, during Transport or during Transfer, regardless of whether the patient is Transported or Transferred from within the FSA. Patient care records should clearly identify those instances when two or more patients are Transported or Transferred in the same Ambulance.

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

- (D) Maintaining Personnel Records. Franchisee shall maintain records regarding the personnel dispatched on each responding Ambulance.
- (E) Availability of Personnel Records. Franchisee shall make available to City a complete and current record of all personnel employed to perform Franchisee's obligations under this Franchise Agreement. Franchisee shall make this list available to the Fire Department upon request.
- (F) Unrestricted Access to ePCR Records. To ensure that City can conduct system-wide quality improvement activities, within 72 hours Franchisee shall provide the Fire Department's medical director as well as receiving hospitals, unrestricted access to accurately completed ePCR records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain:
  - (1) Name;
  - (2) Address;
  - (3) Date of birth;
  - (4) Social security number;
  - (5) Signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign); and
  - (6) Sufficient information to appropriately document medical information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, non-Transports.

All electronically captured data, including electrocardiogram, pulse oximetry, end-tidal capnography, non-invasive blood pressure, drug and event data shall be included in the electronic dataset, if applicable.

- 6. Response Time Statistical Data. Franchisee shall ensure that Ambulance response time records are available to City and the Fire Department's medical director in a computer readable format approved by City and are suitable for statistical analysis for all Ambulance responses originating from requests within the FSA. The records shall, at a minimum, include the data elements identified in section 1(A) of this Exhibit A.
- 7. Availability of Data. Franchisee shall ensure that all data used to generate required reports is available for inspection at any time by City. Franchisee shall provide City unrestricted access to all data that is used to generate a report required under this Franchise Agreement.
- 8. Monthly Reports. For each day that Franchisee fails to provide any of the monthly reports identified below, City shall assess liquidated damages as provided in this Franchise Agreement.
  - (A) Clinical and Operational Reports. Reports are due by the seventh (7th) day of each calendar month, + or – six (6) days. Franchisee shall provide a report that details its performance during the preceding calendar month as it relates to its clinical and operational performance as required by this Franchise Agreement and

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

the Emergency Medical Services Ordinance. The format of this report shall be approved by the Chief.

- (B) Performance Report. Reports are due by the seventh (7th) day of each calendar month, + or – six (6) days. Franchisee shall provide a report that details its performance during the preceding calendar month as it relates to each of the performance requirements identified in Section 16 (Response Time Compliance) of this Franchise Agreement. For every response to a call that does not meet the required “Maximum Response Time” in the Section 16.2(A) chart and in the Section 16.2(B) chart, Franchisee shall document the cause of each late response and its efforts to eliminate recurrence. The format of this report shall be approved by the Chief.
  - (C) Response Time Compliance Report. Reports are due by the seventh (7th) day of each calendar month, + or – six (6) days. Franchisee shall provide a report of the preceding calendar month that details Franchisee’s response time compliance, response time non-compliance, new customer complaints, customer complaints resolutions and the status of any unresolved customer complaints. The format of this report shall be approved by the Chief.
  - (D) Community and Government Affairs Report. Reports are due by the seventh (7th) day of each calendar month, + or – six (6) days. Franchisee shall provide a report of the preceding calendar month that details Franchisee’s community and government affairs activities. The format of this report shall be approved by the Chief.
  - (E) Litigation Report. Within seven (7) days of request by the Chief, or designee, Franchisee shall provide a report for the period of time identified by the Chief, or designee, that identifies any pending litigation, administrative action or criminal proceeding or investigation (unless disclosure is prohibited by Applicable Law) against or by Franchisee arising from or in any way related to Franchisee’s Ambulance Service or other business operations in the City of Henderson (“Litigation”). The format of this report shall be approved by the Chief.
9. Content of Required Reports. The following identifies the minimum content required in the required reports:
- (A) Exhibit A, Section 8(A) Clinical Report.
    - (1) Summary of clinical/service inquiries and resolutions; and
    - (2) Summary of interrupted calls due to vehicle/equipment failures.
  - (B) Exhibit A, Section 8(A) Operational Report.
    - (1) A list of each call where there was a failure to properly record all times necessary to determine the response time; and

## FRANCHISE AGREEMENT FOR AMBULANCE SERVICES

- (2) A list of authorized aid received and provided pursuant to Section 8.1 (Providing Aid to Other Jurisdictions) and Section 8.2 (Providing and Receiving Aid).
  - (C) Exhibit A, Section 8(C) Response Time Compliance Report.
    - (1) A list of each call dispatched for which Franchisee did not meet the response time requirement and an explanation of why the response was late;
    - (2) Canceled calls; and
    - (3) Exception reports and resolution.
  - (D) Exhibit A, Section 8(D) Community and Governmental Affairs Report.
    - (1) Number of conducted community education events in the FSA; and
    - (2) Public relations (PR) activities and any first responder recognition.
  - (E) Exhibit A, Section 8(E) Litigation Report.
    - (1) Case name;
    - (2) Court, Agency or Administrative Board, as applicable;
    - (3) Case number;
    - (4) Date filed;
    - (5) Date served;
    - (6) Case summary;
    - (7) Attorneys for Franchisee and Franchisee's counterparty(ies); and
    - (8) Status.
10. Electronic Access to Reports. 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.
11. Accuracy and Timeliness of Reports. All reports Franchisee submits to City shall be complete and accurate and submitted to City by the particular deadline unless an extension has been granted by the Chief in writing and in advance. By submitting a report to City, Franchisee represents and warrants that the report and all information in it is complete, accurate and true and can be relied on by City as such.
12. New Reports. The Fire Department and Franchisee must mutually agree to (A) any reports that are in addition to those identified in this Franchise Agreement; and, (B) the format, content, frequency, and due dates of each additional report.

# **FRANCHISE AGREEMENT FOR AMBULANCE SERVICES**

## **Exhibit B Approved Deployment Plan**

*[Attached]*

Exhibit B  
Deployment Plan

Sun	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	2	5	4	2	3	4	3	2	4	5	2	3	2	3	7	10	5	12	4	3	4	5	5	3	102
Tx	2	4	3	1	3	3	3	2	3	4	2	3	2	2	6	7	3	10	2	3	3	4	3	3	81
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.29	0.57	0.50	0.17	0.50	0.43	0.43	0.27	0.38	0.50	0.22	0.30	0.18	0.18	0.50	0.58	0.25	0.91	0.18	0.29	0.30	0.40	0.33	0.38	0.38
Monday	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	3	5	2	4	1	2	2	1	3	8	3	10	3	7	3	4	4	6	3	10	4	7	4	0	99
Tx	3	5	2	4	1	1	1	1	1	5	3	7	1	5	2	4	4	2	2	9	3	5	2	0	79.2
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.43	0.71	0.33	0.67	0.17	0.29	0.29	0.13	0.38	1.00	0.33	1.00	0.27	0.64	0.25	0.33	0.33	0.55	0.27	0.95	0.40	0.70	0.44	0.00	0.37
Tues	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	2	6	1	3	1	3	1	6	3	4	3	5	8	4	2	9	6	4	6	7	9	4	3	1	101
Tx	1	5	0	2	0	2	1	6	3	3	3	3	8	2	2	8	5	3	4	5	6	2	3	1	80.8
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.14	0.71	0.00	0.33	0.00	0.29	0.14	0.80	0.38	0.38	0.33	0.30	0.73	0.18	0.17	0.67	0.42	0.27	0.36	0.48	0.60	0.20	0.33	0.13	0.37
Wednesda	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	4	2	3	0	1	3	2	1	4	3	7	8	3	3	3	5	9	6	2	5	7	6	6	3	96
Tx	2	1	2	0	1	3	1	1	3	2	6	5	3	1	3	4	7	3	2	3	4	5	4	2	68
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.29	0.14	0.33	0.00	0.17	0.43	0.14	0.13	0.38	0.25	0.67	0.50	0.27	0.09	0.25	0.33	0.58	0.27	0.18	0.29	0.40	0.50	0.44	0.25	0.31
Thursday	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	7	2	5	3	0	2	1	5	4	2	7	6	10	7	5	4	9	7	4	5	4	2	4	1	106
Tx	3	1	3	2	0	1	1	4	4	2	4	5	4	5	4	3	6	3	0	5	3	1	3	1	68
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.43	0.14	0.50	0.33	0.00	0.14	0.14	0.53	0.50	0.25	0.44	0.50	0.36	0.45	0.33	0.25	0.50	0.27	0.00	0.48	0.30	0.10	0.33	0.13	0.31
Friday	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	1	3	3	0	1	2	2	2	6	0	1	6	4	6	8	8	5	3	4	4	7	2	6	9	93
Tx	1	2	2	0	0	2	0	1	4	0	1	4	4	5	4	6	3	2	3	4	7	2	4	6	67
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.14	0.29	0.33	0.00	0.00	0.29	0.00	0.13	0.50	0.00	0.11	0.40	0.36	0.45	0.33	0.50	0.25	0.18	0.27	0.38	0.70	0.20	0.44	0.75	0.31
Saturday	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24 Totals	
Resp	3	4	2	1	2	1	1	4	5	3	5	6	5	3	11	5	6	4	3	6	5	6	5	7	103
Tx	2	4	1	1	2	1	1	1	3	3	4	6	4	3	10	5	5	4	2	5	4	4	3	5	83
Unit Hours	7	7	6	6	6	7	7	7.5	8	8	9	10	11	11	12	12	12	11	11	10.5	10	10	9	8	216
UHU	0.29	0.57	0.17	0.17	0.33	0.14	0.14	0.13	0.38	0.38	0.44	0.60	0.36	0.27	0.83	0.42	0.42	0.36	0.18	0.48	0.40	0.40	0.33	0.63	0.38