

CLARK COUNTY, NEVADA
&
MEDICWEST AMBULANCE, INC.



AMBULANCE SERVICE
FRANCHISE AGREEMENT
FEBRUARY 1, 2016 –
JANUARY 31, 2026*

***(Option to renew through January 31, 2031)**

MEDICWEST AMBULANCE, INC.
AMBULANCE SERVICE FRANCHISE AGREEMENT
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MEDICWEST AMBULANCE, INC.
AMBULANCE SERVICE
FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into by and between Clark County, Nevada, a political subdivision of the State of Nevada, (hereinafter referred to as "County"), and MedicWest Ambulance, Inc. (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, the Franchisee has requested and desires to provide emergency and non-emergency Ambulance Services within the unincorporated County; and

WHEREAS, the Franchisee agrees to provide Ambulance Services in the County pursuant to this Agreement; warrants that it holds or shall hold permits from the Southern Nevada Health District endorsed for the required services; has or will have all the necessary emergency vehicle permits issued by the Nevada Highway Patrol and the State of Nevada; and employs or will employ emergency medical technicians who are duly licensed by the Health District to perform Non-Emergency Ambulance Service and Emergency Medical Care and provide Ambulance Services; and

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

WHEREAS, the Franchisee is required by this Agreement to render its Ambulance Services in the County without discrimination and to any persons regardless of economic level; and

WHEREAS, in the performance of the terms of this Agreement, the Franchisee is required to purchase, finance, and maintain suitable vehicles and equipment as required by the Nevada Revised Statutes, the County Manager, and the Southern Nevada Health District; and

WHEREAS, Nevada state law provides in NRS 244.187 that a county board may displace or limit competition in various areas, including ambulance services, in order to provide

adequate, economical and efficient services to the inhabitants of the county and to promote the general welfare of those inhabitants; and

WHEREAS, the Board of County Commissioners of Clark County, Nevada (the "Board"), by resolution, did set the maximum number of ambulance franchisees at three, and that limit is currently met with the Franchisee; Mercy, Inc., d/b/a American Medical Response; and RBR Management, LLC, d/b/a Community Ambulance, as three separately organized legal entities.

NOW, THEREFORE, the County and the Franchisee mutually agree as follows:

1. DEFINITIONS

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

- 1.1 "Agreement" means this written agreement between the County and the Franchisee, evidencing the County's authorization for the Franchisee to provide Ambulance Service and describing the terms and conditions of the Franchise, and any amendments, exhibits or appendices hereto.
- 1.2 "Ambulance Service Ordinance" means Clark County Code Title 5, Chapter 5.03 Ambulance Service, as it may be amended from time to time.
- 1.3 "Franchisee" means MedicWest Ambulance, Inc. its successors and assigns.

2. GRANT OF FRANCHISE

Subject to all terms and conditions of this Agreement, and all provisions of the Ambulance Service Ordinance, the County hereby grants to the Franchisee a non-exclusive Franchise to operate an Ambulance Service as described herein within the Service Area, and to use the Rights-of-Way for that purpose.

3. RELIANCE UPON APPLICATIONS

In making this grant of non-exclusive Franchise, the County has relied on the information provided by the Franchisee in any applications and updates thereof, submitted to the County as required, and its current franchise performance. The Franchisee agrees that all statements, representations and warranties provided in any application it has submitted to the County are true

and correct to the best of the Franchisee's knowledge at the time of submission; and further agrees that the County's grant of Franchise may be revoked upon discovery of any material misstatement of fact contained therein.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement will remain in full force and effect for an initial period of ten (10) years, commencing on February 1, 2016 ("Effective Date"), with an option to renew for one (1) five-year period, subject; however, to the default and termination provisions herein and, upon completion of the initial ten-year period, to a review of franchise fees compared to County Cost, as defined in Section 15.2, which may result in a change to the total amount of franchise fees as provided for in Section 15.

5. SERVICE AREA / ZONES

- 5.1 The Franchisee may, as of the Effective Date, provide Non-Emergency Ambulance Service that is not dispatched or required to be dispatched in accordance with 911-Dispatched Ambulance Service in all unincorporated areas of the County.
- 5.2 The Franchisee shall, commencing on the Effective Date of this Agreement, continue to provide all 911-Dispatched Ambulance Service within the Service Area defined as CC - Zone 5 (urban northeast) and CC - Zone 6 (urban southeast) (as shown in Exhibit A attached hereto). The Service Area is subject to increase or decrease as the result of any action taken pursuant to Section 13 of this Agreement, annexation of territory by a city or other change in the political jurisdictional boundaries of a city of the County.
- 5.3 The Franchisee shall, commencing on April 1, 2016, at 12:00:01 a.m., provide all 911-Dispatched Ambulance Service within the Service Area defined as CC - Zone 5 (urban northeast) and CC - Zone 6 (urban southeast) (as shown in Exhibit B attached hereto). The Service Area is subject to increase or decrease as the result of any action taken pursuant to Section 13 of this Agreement, annexation of territory by a city or other change in the political jurisdictional boundaries of a city of the County. The Franchisee may be required by the County to provide 911-Dispatched Ambulance Service within the Service Area defined as CC - Zone 7 (urban south) after April 1, 2016, at 12:00:01 a.m. if the franchisee that is assigned to that zone is not ready or capable of accepting and responding to 911-Dispatched Ambulance Service calls on that date and time.

6. AMBULANCE SERVICES GRANTED

- 6.1 The Franchisee will provide 911-Dispatched Ambulance Service within the Franchise Service Area/Zones determined pursuant to Subsections 5.2 and 5.3 of this Agreement, and may provide 911-Dispatched Ambulance Service outside of Franchisee's Service Area in accordance with a request for service by the FAO or Fire Department, a Mutual Aid agreement or from a Special Event in accordance with the Ambulance Ordinance.
- 6.2 The Franchisee may provide Non-Emergency Ambulance Service that is not dispatched or required to be dispatched by the FAO in accordance with 911-Dispatched Ambulance Service within the Service Area described in Subsection 5.1 of this Agreement. The Franchisee will cooperate with the County in establishing Service Areas and zones specific to the provision of 911-Dispatched Ambulance Service.
- 6.3 The Franchisee and the County agree to reconsider terms and provisions of this Agreement if the Nevada State Legislature amends state law to authorize counties to increase the maximum number of transports of sick or injured persons from the current limitation of 1,000 transports per year.

7. AMBULANCE SERVICE REQUIREMENTS

- 7.1 The Franchisee will respond to requests for service as required by this Agreement and the Ambulance Service Ordinance and will cooperate to the fullest extent practicable with emergency services personnel, physicians and hospital personnel engaged in rendering treatment to sick or injured persons.
- 7.2 The Franchisee will provide Ambulance Service 24 hours of each day of the year.
- 7.3 The Franchisee will provide Ambulance Service whenever requested by the County. The County, or the County through the FAO, at all times reserves the right to determine whether a particular incident that is reported to the FAO through the 911 emergency call system necessitates requesting Ambulance Service and reserves the right to:
 - (a) Request Ambulance Service from another franchisee;
 - (b) Provide Ambulance Services itself; or
 - (c) Not dispatch County resources and rely solely on the Franchisee to respond to the call, such as A Level calls or B Level calls that are deemed to be low acuity in nature.

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

- 7.4 The Franchisee will provide Ambulance Service at the Advanced Life Support (ALS) level of care for all 911-Dispatched Ambulance Service responses in the EMS Priority Dispatch categories of A, B, C, D or E; provided, however, that Ambulance Service requested to transport category A allegedly mentally ill patients that require medical screening pursuant to NRS 433A.165 may be provided by Ambulances equipped at a level of care that is less than a paramedic level of care as appropriate to the call. The Franchisee will, at least annually and also upon request, file with the County its long-term system status plan and, at all times during the term of this Agreement, provide personnel and equipment sufficient to respond to all 911-Dispatched Ambulance Service requests received by Franchisee at a life support level appropriate to each transport, in accordance with the Southern Nevada Health District Regulations, and operate in accordance with the Ambulance Service Ordinance, this Agreement and all other applicable laws and regulations.
- 7.5 The Franchisee, in response to requests for 911-Dispatched Ambulance Service, may respond with a CCT unit provided that the CCT personnel follow the Health District's ALS protocols, unless a CCT unit or CCT level of care is specifically requested by the FAO or Incident Commander.
- 7.6 The Franchisee may not use any of the EMS system infrastructure or factors of production owned by or leased from the County and which is utilized to provide or enhance services provided by the Franchisee pursuant to this Agreement for any other purpose, unless the Franchisee first presents a plan to the County, which includes a method of fairly allocating and offsetting costs, and receives approval by the County to do so. Under no circumstances will outside obligations interfere with meeting the Franchisee's obligations to the County under the terms of this Agreement.
- 7.7 The Franchisee and County, in cooperation with the Cities of Las Vegas and North Las Vegas, will mutually agree to implement and maintain an electronic patient care reporting system (ePCR), which must be approved by the County and capable of interfacing with and capturing common data sets of the ePCR reporting systems of the Fire Department of the County and the fire departments of the Cities of Las Vegas and North Las Vegas, which must include, but is not limited to, the FAO incident number of each call.
- 7.8 The Franchisee will make available a specialized emergency response vehicle capable of safe transport of patients physically unable to be safely transported by

conventional means as determined by the Incident Commander for 911-Dispatched Ambulance Service utilization.

- 7.9 The Franchisee shall obtain and maintain current Geo-File updates in their CAD to ensure that addresses and jurisdictional and franchise service areas and zones are accurately identified and are in synchronization with the FAO. The Geo-File updates must be obtained from the same source as the FAO and any fees charged for the Geo-File updates shall be paid by the Franchisee.
- 7.10 The Franchisee may not sub-lease or subcontract any services granted to the Franchisee by this Agreement without the prior written approval of the Board.
- 7.11 The County and the Franchisee will enter into an agreement providing for the Franchisee's use of transmitter/transponder units which open electronically controlled access gates located on fire apparatus access roads within the County to facilitate the timely response of Ambulance Service to the residents of the County, which may include the authority from the County to allow the Franchisee to acquire the transmitter/transponder units directly from the manufacturer or supplier. A current list of all transponders must be provided to the County by the Franchisee regardless of how acquired and the list must include the serial number of each transponder; the vehicle identification number (VIN) and license plate of the vehicle to which the transponder is attached or if it is a spare transponder, indication of such; and the name of the owner of the transponder.
- 7.12 The County and the Franchisee may enter into an agreement that would allow the Franchisee to purchase and use traffic "signal preemption devices" or traffic "signal prioritization devices", as those terms are defined in NRS 484B.320, in ambulances that are used to respond to emergency calls that are dispatched by the FAO.

8. MUTUAL AID TO OTHER AMBULANCE FRANCHISEES

As a condition of the Franchise granted herein, the Franchisee agrees to enter into a Mutual Aid agreement with the other Ambulance Service franchisees of the County to provide Mutual Aid for emergency incidents to such Ambulance Service franchisees, and to provide aid on request to the County Fire Department and the fire departments of the Cities of Las Vegas and North Las Vegas. The Franchisee agrees to provide such aid for emergency incidents that:

- A. Occur on or near any geographical boundary line of the Service Area; or
- B. Because of the circumstances of the emergency incident, require additional Ambulance Services; or
- C. Require a non-assigned ambulance to provide emergency first responder service due to proximity of emergency incident; or
- D. Are requested in accordance with the terms of its Mutual Aid agreement.

9. COOPERATION ON EMERGENCY EVENTS AND TRAINING

- 9.1 The Franchisee will, to the fullest extent possible, cooperate with the County's Fire Department and/or Office of Emergency Management during emergency incidents, including, but not limited to, providing Ambulance Services for a mass-casualty incident (MCI), and providing Ambulances and personnel for emergency training purposes.
- 9.2 The Franchisee will dispatch a supervisor, or higher level personnel, to any MCI or wide-scale emergency incident or disaster in the County to assist the on-scene Incident Commander.
- 9.3 The Franchisee will establish training and rehearse on the National Incident Management System and the Southern Nevada Health District Mass Casualty Plan every two years, and will provide, upon request by County, verification that such training has been provided.
- 9.4 The Franchisee will be actively involved in planning for and responding to any MCI or wide-scale emergency incident or disaster in the County. The Franchisee will be required to participate in the County EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans.

10. DISPATCH AND TRACKING SYSTEM

- 10.1 During the term of this Agreement, the Franchisee will utilize, whether through purchase, lease or other contractual arrangement, a Computer Aided Dispatch (CAD) that the Franchisee shall:
 - 10.1.1 Synchronize the clock daily with the Atomic Clock;
 - 10.1.2 Provide computer link interface compatibility with the FAO;
 - 10.1.3 Equip and maintain in good operating condition an AVL system in each of its Ambulance units at the Franchisee's expense and will electronically transfer the on-scene latitude and longitude coordinates from the AVL located in the Ambulance unit; provided, however, that the County may define an acceptable alternative to on-scene verification due to unforeseeable technological failures beyond the Franchisee's control.
- 10.2 The Franchisee and County, in cooperation with the Cities of Las Vegas and North Las Vegas, will maintain a radio communication system capable of inter-agency communications mutually agreed upon by the parties and approved by the County.

- 10.3 The Franchisee will furnish and operate, through its communications center, a syndromic bio-surveillance and regional data management system as approved by the County.
- 10.4 The Franchisee will cooperate with the Nevada State Health Division or its designee with the development of regulations to track hospital wait times and identify hospital overcrowding.

11. RESPONSE TIME COMPLIANCE

- 11.1 The Franchisee will comply with the Response Time Standards of the Ambulance Service Ordinance for all calls within Franchisee's Service Area described in Sections 5.2 and 5.3 and identified in Exhibits A and B attached hereto, and will be subject to the response time performance calculations and penalties provided in Sections 12 and 13, Exhibit C and Exhibit D hereto.
- 11.2 When determining compliance with the 90% response time requirement of the Ambulance Service Ordinance and this Agreement, the Gross Percentage Calculation methodology as set forth in Exhibit C will be used in such determination.

12. PERFORMANCE ENHANCEMENT FEES

- 12.1 While the optimum performance would be for the Franchisee to arrive on scene to each call within the time response requirements, thereby reducing the amount of time the patient and/or Fire Department resources wait for the Franchisee to transport the patient, the reality is that one-hundred percent (100%) is not realistic. Therefore, to encourage the franchisee to provide the best service possible, performance enhancement fees are established.
- 12.2 If the Franchisee exceeds the response time requirements, as set forth in the Ambulance Service Ordinance, of eleven minutes and fifty-nine seconds (11:59) for each B, C, D or E level call, and nineteen minutes and fifty-nine seconds (19:59) for each A level call, and for calls canceled after the applicable 11:59 or 19:59 response time requirement has expired, but before an Ambulance has arrived on scene, the Franchisee will be assessed performance enhancement fees for A, B, C, D and E level calls in the following amounts, subject to on-time performance discounts as specified in Section 12.4 and Exhibit D and rounded to the nearest whole dollar:

(A) \$17.00 per call for all B/C/D/E level calls, and

(B) \$12.00 per call for all A level calls.

- 12.3 Notwithstanding the provisions and assessment of fees in Subsection 12.2, if the Franchisee exceeds the response time requirements, as set forth in the Ambulance Service Ordinance, of fourteen minutes and fifty-nine seconds (14:59) for each C/D/E level call and for calls canceled after 14:59 has expired, but before an Ambulance has arrived on scene, performance enhancement fees will be assessed to the Franchisee in the following amounts, subject to on-time performance discounts for C, D and E level calls as specified in Section 12.4 and Exhibit D:

<u>Response Time Exceeds</u>	<u>Fee</u>
14:59	\$100
19:59	\$250
29:59	\$500

- 12.4 If Franchisee exceeds the minimum response time standards in the delivery of service in the Service Area, as described in Sections 5.2 and 5.3, Franchisee will be awarded the following performance credits to off-set performance enhancement fees assessed for that same zone as stated in Exhibit D:

<u>% Compliance</u>	<u>Credit*</u>
91% - 92%	25%
92.01% - 93%	50%
93.01% - 94%	75%
94.01% - 100%	100%

*The above credits do not apply to assessed performance enhancement fees for C/D/E level calls with a response time of more than 19:59.

Credits will be applied to off-set assessed performance enhancement fees only during the same compliance period.

- 12.5 Due to the extreme demands on the need for Ambulance Services during New Year's Eve and New Year's Day, the performance enhancement fees and the 90% compliance requirement provided for in this Section do not apply for 911-Dispatched Ambulance Service calls that are received by the Franchisee from, and including, 22:00:00 (10:00 p.m.) on December 31 through, and including, 06:00:00 (6:00 a.m.) on January 1 (the next day). Franchisee is expected to staff appropriately to provide timely response during this exempt period.

12.6 If the Franchisee does not meet the monthly 90% response time requirements for Non-Emergency Ambulance Service set forth in the Ambulance Service Ordinance within the Franchise Service Area, as defined in Section 5.1 of this Agreement, the Franchisee will be assessed a performance enhancement fee of twenty-five dollars (\$25.00) for each call that is late below the 90% compliance requirement as follows:

<u>% Compliance</u>	<u>Per Call</u>
Under 90%	\$25.00
90% - 100%	No Fee

12.7 The performance enhancement fees paid to the County pursuant to this Section will be used to pay for EMS-related expenditures and administrative oversight of this Ambulance Service Franchise.

13. PENALTIES, DEFAULT AND TERMINATION

13.1 Penalties for failure to comply with this Franchise Agreement regarding response for Ambulance Service will be assessed to the Franchisee as follows:

13.1.1 A penalty of two hundred fifty dollars (\$250.00) shall be assessed when the Franchisee fails to report their arrival on the scene of an incident to which it was dispatched and the on-scene time is not verifiable by other reliable means, unless the call was canceled prior to the expiration of the response time requirement.

A penalty, under this subsection, will not be assessed when Franchisee substantiates the on-scene time through usage of AVL/GPS Data Reports and as such an official response time can be calculated. Valid AVL/GPS Data Reports will be CAD or AVL gateway generated and will include, at a minimum, the following data points: date of service, GPS coordinates consistent with the call location, vehicle number, vehicle speed of zero miles per hour, and time of data transmission.

13.1.2 A penalty of two hundred fifty dollars (\$250.00) will be assessed when AVL/GPS data (if available) confirm that Franchisee was not on-scene when the Franchisee reported it was on-scene.

A penalty, under this subsection, will not be assessed in cases where, prior to arriving on scene, the button in the ambulance is pushed that indicates that the ambulance unit is on scene, and the Franchisee substantiates the

on-scene time through usage of AVL/GPS Data Reports and as such an official response time can be calculated and that response time complies with the response time requirements as set forth in Section 5.03.140 of the Clark County Code. Valid AVL/GPS Data Reports that will be used to determine response time will be CAD or AVL gateway generated and will include, at a minimum, the following data points: date of service, GPS coordinates consistent with the call location, vehicle number, vehicle speed of zero miles per hour, and time of data transmission.

- 13.1.3 A penalty of two hundred fifty dollars (\$250.00) will be assessed when the Franchisee fails to dispatch an Ambulance at the ALS level, except as allowed in Subsection 7.4 herein, within the applicable 11:59 or 19:59 response time standard specified in Section 12, either by the Franchisee or by another ambulance service provider through a Mutual Aid agreement, and the call was not canceled by the FAO dispatch before expiration of the response time requirement.
- 13.1.4 A penalty per call in the amount of two hundred fifty dollars (\$250.00) will be assessed when the Franchisee's dispatcher places an ambulance at the scene of an incident to which it was dispatched, but does not document a technological failure.

A penalty, under this subsection, will not be assessed if the franchisee is able to report that it is on-scene through MDT transmissions, AVL/GPS Data Reports, or other methods as may be approved by the County (such as crews who come across the scene of a medical emergency prior to call transmission through the FAO).

- 13.1.5 In addition to the remedies provided in the Ambulance Service Ordinance and this Agreement, failure of the Franchisee to meet the monthly ninety percent (90%) response time requirements set forth in the Ambulance Service Ordinance within the Franchise Service Area or any zone thereof, as defined in Exhibit A or Exhibit B of this Agreement, will result in a ten thousand dollar (\$10,000) penalty. Failure to meet the monthly ninety percent (90%) response time requirement for any four months during any period consisting of twelve (12) consecutive calendar months will be grounds for corrective action against the franchisee, including without limitation, readjustment of Franchise Service Area defined in this Agreement or any other appropriate action as may be determined by the County Commission, in its sole discretion, including, but not limited to, the provisions of Section 5.03.190 of the Code. Calls occurring during the exempt period as identified in Section 12.5 shall not be included in the calculation of the ninety percent (90%) response time requirement.

- 13.1.6 In addition to any performance enhancement fees assessed pursuant to Section 12 and of any penalties assessed pursuant to Section 13, the County Commission may, in its sole discretion, impose other economic or non-economic sanctions, including, but not limited to:
 - 13.1.6.1 Reducing the Service Area;
 - 13.1.6.2 Requiring the Franchisee to provide specified community services; or
 - 13.1.6.3 Any combination of the above.

- 13.2 Penalties for failure to comply with this Franchise Agreement regarding Ambulance Personnel and Equipment Penalties violations will be assessed to the Franchisee as follows:
 - 13.2.1 Whenever the Franchisee's ambulance arrives on scene and is not properly staffed or equipped pursuant to Health District regulations and its Franchise Agreement, the Franchisee will be assessed a penalty for each violation in the amount of two hundred fifty dollars (\$250.00).
 - 13.2.2 Whenever the Franchisee fails to operate according to the protocol standards of the Ambulance Ordinance or this Franchise Agreement, the Franchisee will be assessed a penalty for each violation in the amount of two hundred fifty dollars (\$250.00).
 - 13.2.3 Whenever it is determined by the County that the Franchisee called for emergency response resources (i.e., ambulances, air ambulances, police, power, gas, etc.) without prior notification and approval of the Incident Commander, the Franchisee will be assessed a penalty for each violation in the amount of two hundred fifty dollars (\$250.00).
 - 13.2.4 Whenever the Franchisee uses a nonexistent ambulance identifier as a dispatched or diverted ambulance, the Franchisee will be assessed a penalty for each violation in the amount of two hundred fifty dollars (\$250.00).
 - 13.2.5 Whenever the Franchisee's ambulance personnel are in the immediate proximity of a patient, but do not have with them at said location the necessary equipment to provide ALS level of care, as further defined by County policy, the Franchisee shall be assessed a penalty for each violation in the amount of two hundred fifty dollars (\$250.00).
 - 13.2.6 Whenever the Franchisee fails to provide any report, or portions of a report, required by the Ambulance Ordinance or this Franchise Agreement within five (5) days of the due date for that report, the Franchisee will be

assessed a penalty for each violation in the amount of one hundred dollars (\$100.00) per day thereafter until that report is received by the County.

- 13.3 All penalty amounts listed in this Section 13 will apply to penalties assessed from the Effective Date of this Agreement through March 31, 2017, and may be adjusted annually, as approved by the County Commission, up to the percentage of change in the Historic Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Major Groups, CPI Detailed Report, All Items Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, between the most recent twelve-month period ending on December 31 as compared with the prior twelve-month period ending on December 31. If County Commission chooses to adjust penalty amounts following one or more years during which no adjustment was made, the adjustment will be for only the percentage of change of the prior year's CPI.
- 13.4 The Franchisee will, within fourteen (14) days of receipt of penalty assessments, make payment of the total amount of penalties assessed or provide a written appeal of the penalties assessed, or any portion thereof, to the County Manager. Within thirty (30) days of receipt of a written appeal, the County Manager will provide the franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the County Manager's determination, the Franchisee will make payment of the total amount of the County Manager's penalty assessments determination. The County Manager's decision will be final for the purposes of administrative review. The County Manager may waive a penalty imposed by this Section if the County Manager finds the circumstances resulting in the penalty were beyond the Franchisee's control.
- 13.5 The penalties paid to the County will be used to pay for EMS-related expenditures and administrative oversight of this Ambulance Service Franchise.
- 13.6 At all times during the term of this Agreement or extension thereof, the Franchisee will be subject to all default and termination provisions of the Ambulance Service Ordinance.
- 13.7 The Franchisee will be entitled to notice, opportunities to cure, and appeal as provided in the Ambulance Service Ordinance.

14. AMBULANCE SERVICE RATES

The Franchisee will not charge any patient or any other payer more than the maximum Ambulance Service Rates for the level of service provided, as established in the Ambulance Service Ordinance.

15. FRANCHISE FEES

- 15.1 The franchise fees required by the County from all ambulance franchisees are necessary to partially reimburse the County for costs incurred in dispatching, providing and/or arranging for services, emergency medical services provided to persons while on scene, regulatory oversight, administering this Agreement and such other services as permitted by applicable law.
- 15.2 The annual cost to the County for providing solely for dispatching services for emergency medical services is determined to be not less than \$3,700,000 as of June 30, 2015 ("The County's Cost"). The FAO dispatches EMS calls for ambulance service located within unincorporated Clark County to both the County Fire Department and the Franchisee; therefore, the total franchise fees allocated to all franchisees shall be not more than one-half of The County's Cost, or \$1,850,000. The total franchise fees allocated to all franchisees shall be applied as follows:

<u>Date</u>	<u>Amount</u>
April 1, 2016	\$1,000,000
April 1, 2017	\$1,425,000*
April 1, 2018	\$1,850,000*

* Subject to CPI adjustment of the previous year's amount as provided for below.

As the County's Cost can reasonably be expected to increase over time, the total franchise fee will be adjusted annually during the term of this agreement by an amount equal to the increase in the average annual Historic Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Major Groups, CPI Detailed Report, All Items Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent calendar year ended on December 31 as compared to the previous calendar year ended on December 31.

Notwithstanding the provisions of this section, upon completion of the initial ten-year period of this Agreement, a review will be conducted by the County to compare The County Cost with the franchise fees allocated to all franchisees for the most recent annual periods. If the portion of The County Costs attributable to all franchisees exceeds the annual franchise fees allocated to all franchisees by more than ten percent (10%), then the annual franchise fees allocated to all franchisees shall be increased to match the portion of The County Costs

attributable to all franchisees, rounded down to the nearest one-thousand dollars (\$1,000).

- 15.3 The Franchisee will pay an annual Franchise Fee in an amount equal to a prorated share of the County's Cost determined by dividing the total number of EMS calls dispatched within Franchisee's Service Area during the calendar year ending on the most recent December 31st by the total number of EMS calls dispatched within all service areas granted to all ambulance franchisees of the County during that same period. Each year during the term of this Agreement, the County will provide to the Franchisee:
- 15.3.1 Within two (2) working days following the annual release of the CPI referenced in Subsection 15.2 of this Section by the U.S. Dept. of Labor, Bureau of Labor Statistics, notification of the amount of change in the CPI-MCS and the change in the maximum allowable service rates pursuant to Section 5.03.120 of the County Code; and
- 15.3.2 Within thirty (30) working days following the annual release of the CPI referenced in Subsection 15.2 of this Section by the U.S. Dept. of Labor, Bureau of Labor Statistics, a report detailing the actual number of EMS calls dispatched in the unincorporated County during the prior calendar year, the number of those calls that were dispatched to the Franchisee, the amount of any applicable CPI adjustment, and the proportionate amount of annual Franchise Fees to be assessed to the Franchisee.
- 15.4 The annual Franchise Fee will be paid in quarterly installments, with each installment due and payable not later than forty-five (45) days from, and including, the first day of the calendar quarter of each year during the term of this Agreement.
- 15.5 The County and Franchisee agree that the Franchise Fees required by the County do not exceed The County's Cost for services provided by the County to the Franchisee as stated in Section 15.2. No funds shall be used by the County in a manner that may violate 42 U.S.C. 1320a-7b, the federal Anti-Kickback Statute.
- 15.6 The County, with as much advance notice as is practicable under the circumstances, may at any time modify the calculation of the apportioned County's Cost if, in its sole discretion, such modification is required in order to satisfy any applicable statute, regulation, advisory opinion or other such applicable standard of conduct.

16. SECURITY FOR PERFORMANCE AND PUBLIC WELFARE

As a condition of this Franchise and prior to providing any 911-Dispatched Ambulance Service in the County, the Franchisee will provide to the County an

instrument of security guaranteeing its faithful performance of the terms of this Agreement and the Ambulance Service Ordinance, in the amount and form as provided in the Ambulance Service Ordinance. Such security will be maintained in full force and effect through the term of this Agreement.

17. OPTION TO LEASE AMBULANCES, FACILITIES AND EQUIPMENT

- 17.1 Franchisee hereby grants to the County an option to lease any and all of Franchisee's Ambulances, facilities and equipment necessary to provide Ambulance Service in the Service Area if, as conditions precedent, the County revokes the remainder of this Agreement in accordance with the Ambulance Service Ordinance and, within seventy-two (72) hours of such revocation, exercises its lease option pursuant to Subsection 17.2. The provisions of this Section 17 will survive any revocation of the remainder of this Agreement.
- 17.2 At such time as the remainder of this Agreement is revoked, the County may exercise its option to lease any and all of Franchisee's Ambulances, facilities and equipment by giving Franchisee written notice of its election to lease such Ambulances, facilities and equipment.
- 17.3 The County's option to lease Ambulances, facilities and equipment will not exceed the time reasonably necessary for the County to arrange for alternative ambulance service. Unless the County exercises its lease option pursuant to this Section, the rights granted to the County under this Section will expire with the expiration date of this Agreement. Immediately upon the termination of any lease created pursuant to this Section, the County will, at its own cost and expense, subject to the availability of the unencumbered balance of appropriations in the County's Ambulance Franchise Fund, return to Franchisee all leased Ambulances, facilities and equipment in the same condition as when received, ordinary wear and tear excepted, at such location within the County as Franchisee will specify.
- 17.4 During the term of any lease created pursuant to this Section, the County will be responsible at its own cost and expense, subject to the unencumbered balance of appropriations in the Ambulance Franchise Fund, for all maintenance, repairs, operational and insurance costs associated with all leased Ambulances, facilities and equipment. The County will at all times during the term of the lease have the sole responsibility of maintaining the leased Ambulances, facilities and equipment in good operating condition and appearance as when they were first delivered, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.
- 17.5 Subject to the availability of the unencumbered balance of appropriations in the Ambulance Franchise Fund, the County will pay to Franchisee, in monthly installments throughout the term of any lease created pursuant to this Section, an amount equal to Franchisee's actual costs associated with owning the leased

Ambulances, facilities and equipment and/or leasing them to the County. The County Commission may augment or transfer additional funds to the Ambulance Franchise Fund for the lease of the Ambulances, facilities and equipment as provided in Nevada Revised Statutes Chapter 354. If the funds in the Ambulance Franchise Fund are insufficient to pay for the lease of Ambulances, facilities and equipment, late fees, and maintenance described hereunder, and the County Commission does not transfer additional funds, the lease will terminate and Franchisee may repossess all Ambulances, facilities and equipment.

- 17.6 Within ten (10) days following the expiration of each thirty-day period during the term of any lease created pursuant to this Section, Franchisee will deliver an invoice to the County itemizing such costs, and the County will make payment to Franchisee no later than ten (10) days following receipt of the invoice. If the County fails to make any monthly payment within five (5) days after the due date, Franchisee will have the right, subject to the availability of the unencumbered balance of appropriations in the Ambulance Franchise Fund, to charge the County a late fee in the amount of five percent (5%) of the unpaid balance of the lease without waiving its ability to declare a default under other provisions of the lease.
- 17.7 The County's failure to make any monthly payment when due or otherwise comply with the provisions of any lease created pursuant to this section will constitute a material breach and default of this lease, and the Franchisee may repossess all Ambulances, facilities and equipment. Upon the occurrence of such a default, the Franchisee reserves the right, subject to the unencumbered balance of appropriations in the Ambulance Franchise Fund, to take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease, including late fees, or to enforce the provisions of the lease by specific performance.
- 17.8 The County acknowledges and agrees that it has not obtained and will not obtain any title to any of the Ambulances, equipment or facilities subject to any lease created pursuant to this Section, nor any property right or interest, legal or equitable therein, except solely as the lessee under such lease.
- 17.9 If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section, the losing party agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action, provided that if the Franchisee is the prevailing party, such award of attorney's fees is subject to and conditioned upon the existence of an unencumbered balance of appropriations in the Ambulance Franchise Fund to cover such award.
- 17.10 The County will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of the Franchisee. Such assignment or sublease without the

Franchisee's permission will be deemed an immediate event of default under such lease. Should the Franchisee allow the County to assign or sublease its interest, such act will not be deemed a waiver of the Franchisee's right to prevent such assignment or sublease in the future.

17.11 The Franchisee, its agents, employees, officers, directors, members, successors or assigns will not be liable for any indirect, incidental, or consequential damages including, but not limited to, loss of revenue arising out of or related to any lease created pursuant to this Section. The Franchisee will have no obligation with regard to any loss incurred by the County except as specifically provided for in this Section.

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

18. INSURANCE

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

19. TRANSFER AND ASSIGNMENT

This non-exclusive Ambulance Service Franchise Agreement and the rights, privileges, permissions, and authorities granted herein are personal to the Franchisee and cannot be sold, transferred, leased, assigned, or otherwise disposed of, in whole or in part, either by voluntary or involuntary proceedings without the approval of the County Commission, as provided in the Ambulance Service Ordinance.

20. INDEMNIFICATION

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

- 20.2 This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of the Franchisee and the County. In the event any claim is made against the County that falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final decree, that the County is liable therefor, the Franchisee shall indemnify and hold the County harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the County in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the County relating to or covering any matter covered by this indemnity, wherein the Franchisee has agreed by accepting this Agreement, to indemnify and hold the County harmless, or to pay said settlement, final judgment and costs, as the case may be, the County shall give the Franchisee immediate notice of such suit or proceeding; whereupon the Franchisee shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the County by reason of such damage suit.
- 20.3 Upon failure of the Franchisee to comply with the "defense of suit" provisions of this Agreement, after reasonable notice to it by the County, the County shall have the right to defend the same and in addition to being reimbursed for any settlement or judgment that may be rendered against the County, together with all costs incurred therein, the Franchisee shall reimburse the County reasonable attorney fees, including those employed by the County in such case or cases, as well as all expenses incurred by the County by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, comprised, or fully adjudicated against the County. In the event the County is compelled to undertake the defense of any such suit by reason of the Franchisee's failure to perform as here and above provided, the County shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem in the best interest of the County, this without the prior approval or consent of the Franchisee with respect to the terms of such compromise or settlement.
- 20.4 The amounts and type of required insurance coverage set forth in the Ambulance Service Ordinance shall in no way be construed as limiting the scope of indemnity set forth herein.
- 20.5 Franchisee shall indemnify, defend and hold harmless the County from any and all suits, claims, demands and actions by the Franchisee's employees or its subcontractors' employees for work-related injuries resulting from or arising out of the performance of this Agreement or the provision of ambulance service.

21. NO AGENCY

The Franchisee will provide the services required pursuant to this Agreement as an independent contractor and not as an agent of the County.

22. COMPLIANCE WITH LAWS AND REGULATIONS

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

22.2 The Franchisee shall ensure that patients' privacy and confidentiality shall be protected in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable laws related to privacy. Franchisee's employees shall not disclose patient medical or personal information to unauthorized persons or entities.

23. NO WAIVER; CUMULATIVE REMEDIES

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

The Franchisee agrees that the County will have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the County, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement will impair any of the rights or remedies of the County under applicable law. The exercise of any such right or remedy by the County will not release the Franchisee from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Franchisee. Neither the provision of performance security, nor the receipt of any damages recovered by the County thereunder, will be construed to excuse faithful performance by the Franchisee or limit the liability of the Franchisee for damages, either to the full amount of the posted security or otherwise.

24. ADMINISTRATION

The County Manager will administer or direct the administration of this Agreement.

25. NOTICES

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

FRANCHISEE:

Scott C. White
Regional Director
American Medical Response
7201 W. Post Rd.
Las Vegas, NV 89113

COUNTY:

County Manager
County of Clark, Nevada
500 S. Grand Central Pkwy., 6th Floor
Las Vegas, NV 89155

26. GOVERNING LAW

This Agreement will be deemed to be executed in the County of Clark in the State of Nevada, and will be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Nevada, as applicable to contracts entered into, and to be performed entirely within this State.

27. MODIFICATION OR AMENDMENT

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

28. ENTIRE AGREEMENT

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

- 28.2 The grant of this Franchise will have no effect on the Franchisee's duty under its prior Ambulance Service Franchise to indemnify or insure the County against acts and omissions occurring during the period that the prior Ambulance Service Franchise was in effect. The provisions of this Franchise relating to indemnification or which require performance subsequent to the expiration, termination or revocation of this Franchise will survive such expiration, termination or revocation.
- 28.3 Except as required to carry out the intent of the Subsection 28.2, as of the Effective Date of this Agreement, the prior Ambulance Service Franchise is superseded and is of no further force and effect.

29. SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this 19th day of January, 2016.

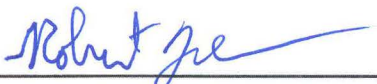
CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
STEVE SISOLAK, Chairman

ATTEST:

Lynn Marie Goya
LYNN MARIE GOYA, County Clerk

Approved as to form:
DISTRICT ATTORNEY

By: 
ROBERT GOWER
Deputy District Attorney

MEDICWEST AMBULANCE, INC.


By: 
Edward Van Home
President

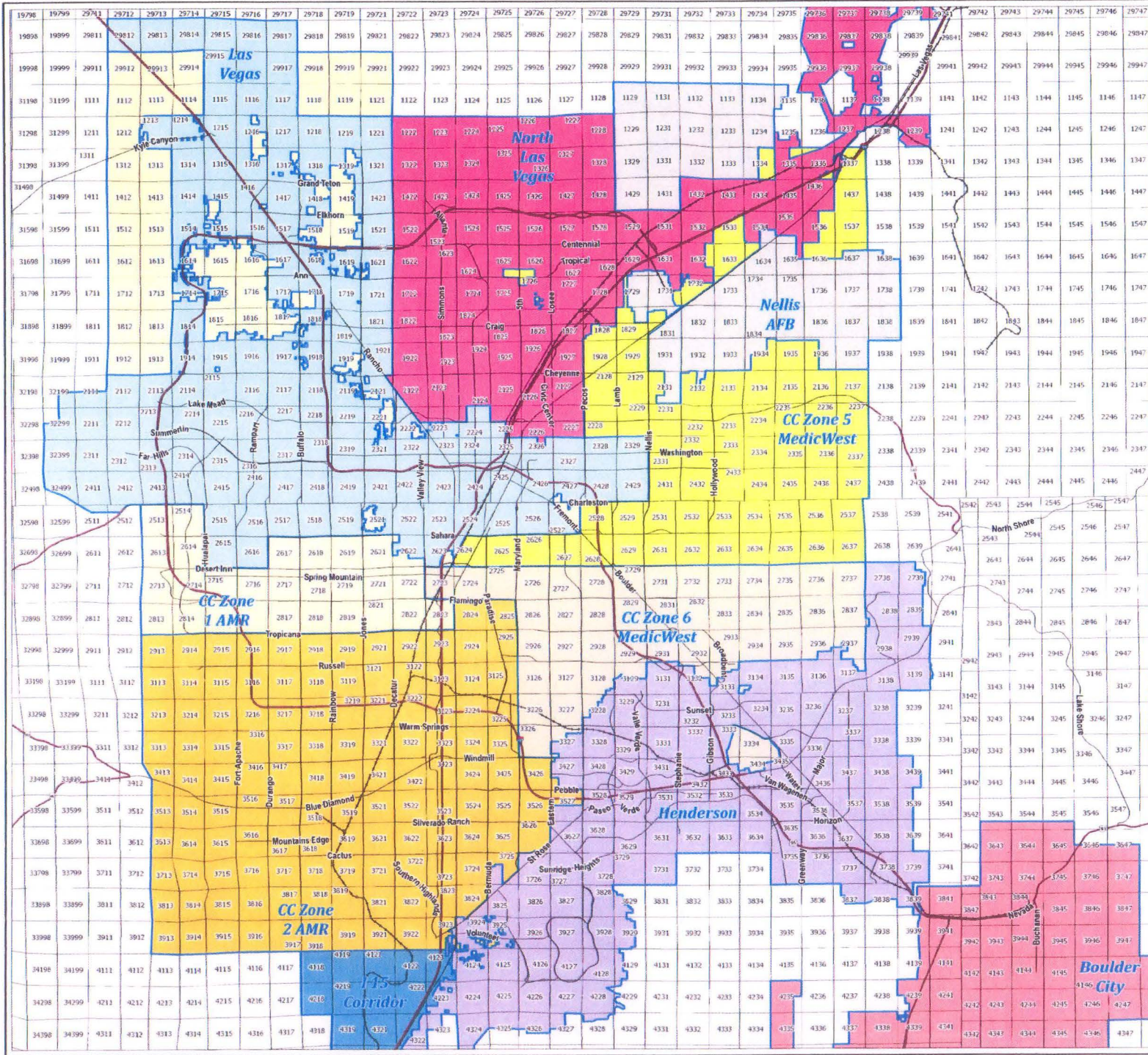
TABLE OF EXHIBITS

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Ambulance Response Areas 2016 Contract (Jan - Mar 2016)

Clark County, Nevada



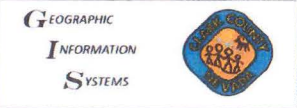
- Street Centerline**
 - Highway
 - Major Street
 - Railroad
- Ambulance Contract Boundaries (Jan - Mar 2016)**
 - Blue outline
- Firemap Boundaries**
 - Grey outline
- Incorporated Cities**
 - Pink: Boulder City
 - Light Blue: City of Henderson
 - Blue: City of Las Vegas
 - Red: City of North Las Vegas
 - Purple: Nellis AFB
- Ambulance Contract (Jan - Mar 2016)**
 - No Zone
 - Yellow: CC Zone 1 AMR
 - Orange: CC Zone 2 AMR
 - Green: CC Zone 5 MedicWest
 - Blue: CC Zone 6 MedicWest
 - Light Blue: I-15 Corridor



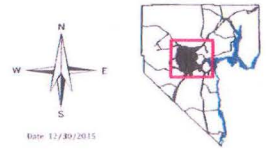
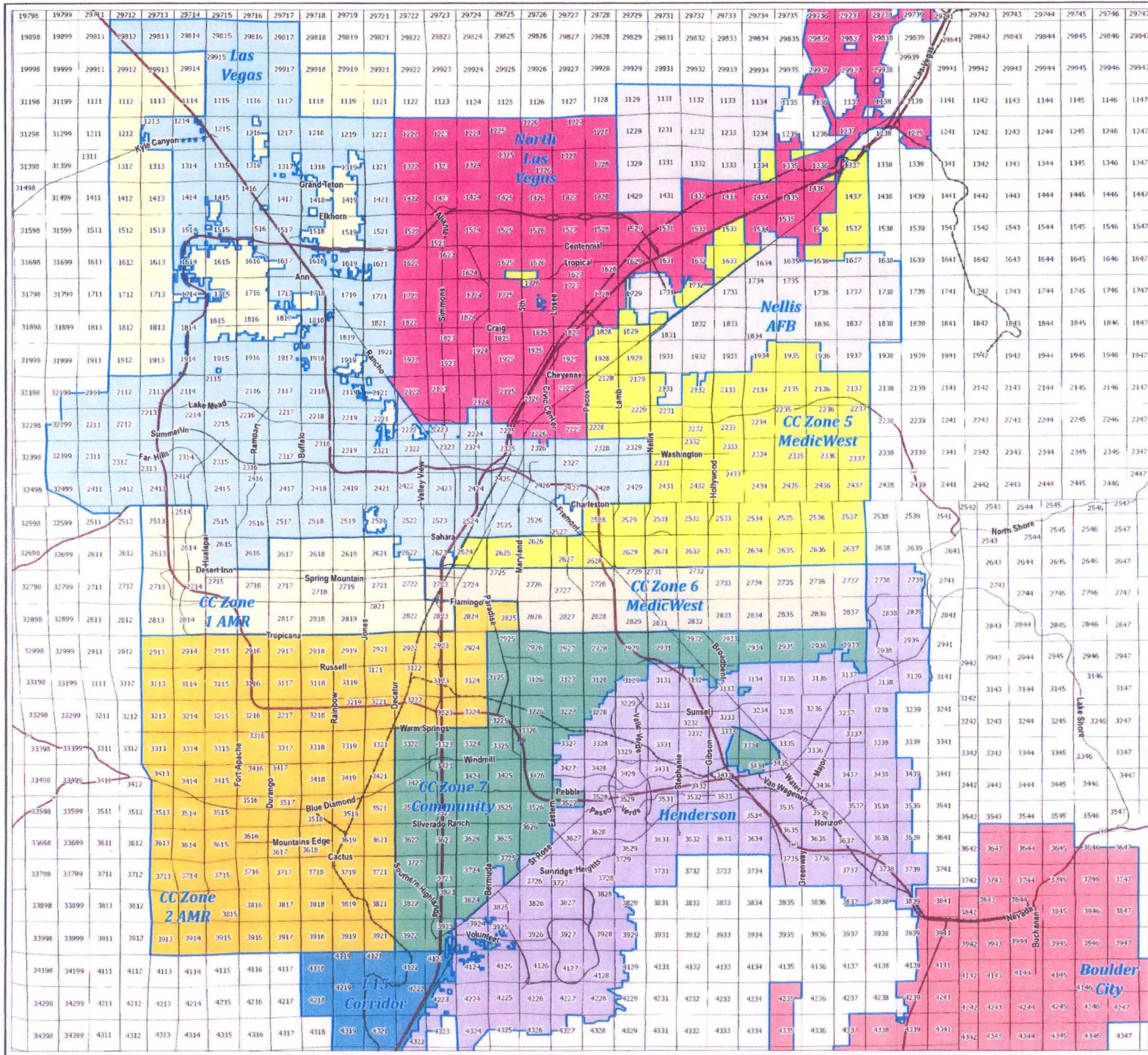
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.

Ambulance Response Areas 2016 Contract

Clark County, Nevada



- Street Centerline**
- Highway
 - Major Street
 - Roadway
- Ambulance Contract Boundaries (2016)**
- Firmap Boundaries
- Incorporated Cities**
- Boulder City
 - City of Henderson
 - City of Las Vegas
 - City of North Las Vegas
 - Nellis AFB
- Ambulance Contract (2016)**
- No Zone
 - CC Zone 1 AMR
 - CC Zone 2 AMR
 - CC Zone 3 MedicWest
 - CC Zone 6 MedicWest
 - CC Zone 7 Community
 - 1.15 Corridor



Note: 1/7/2015

This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.

EXHIBIT C

911-DISPATCHED AMBULANCE SERVICE

RESPONSE TIME STANDARDS AND ON-TIME PERFORMANCE CALCULATIONS

I. GROSS MONTHLY CALLS

- A. Gross monthly calls (EMS Priority Dispatch B/C/D/E level calls on which the 90% on-time performance standard is based) means: All B/C/D/E level 911 Dispatched Ambulance Service calls sent during a calendar month by FAO to the Franchisee for incidents located in the Franchisee's Service Area, with a response time requirement as defined in Sections II, III, IV and V below.
1. B/C/D/E level calls that the Franchisee turned back to FAO to be dispatched to another franchisee under the terms of a Mutual Aid agreement are included in the count of Franchisee's gross monthly calls.
 2. Calls not included in the count of Franchisee's gross monthly calls:
 - (a) "A " level calls;
 - (b) Calls for a second or additional ambulance dispatched to an incident for which no response time was required;
 - (c) Calls to incidents located outside Franchise Service Area (includes accepted Mutual Aid calls; and calls that were in the Franchise Service Area of another franchisee and thus should have been transferred back to FAO for dispatch to that franchisee, except for calls as described in Section 5.03.140(h) of the County Code); and
 - (d) 7-digit calls that were required to be transferred to FAO for dispatch but were not.

II. ON-TIME CALLS

- A. On-time calls means:
1. B/C/D/E level calls - when a call does not exceed 11:59 minutes from the time the Franchisee receives notice of the call from FAO until the time the ambulance is at scene, staged to hold short or canceled.
 2. A level calls - when a call does not exceed 19:59 minutes from the time the Franchisee receives notice of the call from FAO until the time the ambulance is at scene, staged or canceled.

III. ON-TIME UPGRADED CALLS

- A. On-time upgraded calls, for which initial response time requirement has not expired, are defined as follows:

A to B/C/D/E level - when the response time of a call does not exceed the lesser of the time elapsed from receiving the call to: (a) the time the call was upgraded plus 11:59, or (b) 19:59.

- B. If the initial response time requirement has expired prior to upgrade, the initial call will be assessed a performance enhancement fee; the upgraded call will be assessed a separate performance enhancement fee if the upgraded response time requirement, pursuant to Subsection A of this Section III, has expired prior to the time unit is on scene, staged or canceled. (See Exhibit D).

1. The call will be counted as only one call, at the level in which the performance enhancement fee was assessed, for both gross monthly calls count and late calls count;
2. If the call is assessed performance enhancement fees in both the initial and upgraded level of service, the call will be counted at the upgraded level in which the Ambulance was on scene, staged or canceled;
3. If no performance enhancement fee was assessed for either the initial or upgraded call, the call will be counted at the upgraded level for the gross monthly calls count.

IV. ON-TIME DOWNGRADED CALLS

- A. On-time downgraded calls, for which initial response time requirement has not expired, will be defined as follows:

B/C/D/E to A level - when a call does not exceed 19:59 minutes from the time Franchisee receives the initial call from FAO until the time ambulance is at scene, staged or canceled.

- B. If the initial response time requirement has expired prior to downgrade, the initial call will be assessed a performance enhancement fee; the downgraded call will be

assessed a separate performance enhancement fee if downgraded response time requirement, pursuant to Subsection A of this Section IV, has expired prior to the time ambulance is on scene, staged or canceled. (See Exhibit D).

1. The call will be counted as only one call, at the level in which the performance enhancement fee was assessed, for both the gross monthly call count and the late call count;
2. If the call is assessed performance enhancement fees in both the initial and downgraded level of service, the call will be counted as only one call, at the downgraded level in which the Ambulance was on scene, staged or canceled, for both the gross monthly call count and the late call count.
3. If no performance enhancement fee was assessed for either the initial or downgraded call, the call will be counted at the downgraded level for the gross monthly call count.

V. MISINFORMATION CALLS

Misinformation calls (Franchisee was unable to locate incident due to incorrect or inaccurate dispatch information from FAO) will be considered on-time as follows:

A/B/C/D/E level calls - when the time from which the Franchisee receives notice of a corrected address or other information on the call from the FAO until the time ambulance is at scene, staged or canceled does not exceed:

- (1) 11:59 minutes for B/C/D/E level calls, and
- (2) 19:59 minutes for A level calls.

VI. REOPENED CALLS

Calls that are closed by the FAO and subsequently reopened by the FAO will be considered a new call and the applicable response time requirements and related penalties apply to both calls.

VII. LATE CALLS

Calls that did not meet the response time requirements defined in Sections II, III, IV, V or VI above will be considered late calls.

VIII. NINETY PERCENT (90%) ON-TIME PERFORMANCE CALCULATION

911-Dispatched Ambulance Service Response Time Compliance Calculation:

Gross Percentage Calculation:

- (a) Combine all gross monthly B/C/D/E level calls to determine Total Gross Monthly Calls.
- (b) Deduct the total B/C/D/E level late calls determined in Section VII above (Gross Late Calls) from Total Gross Monthly Calls to determine Gross On-Time Calls.
- (c) Divide Total Gross On-Time Calls by Gross Monthly Calls to determine percentage of Gross On-Time Performance.

EXHIBIT D

LATE RESPONSE TIME FEES

I. PERFORMANCE ENHANCEMENT FEES AND PENALTIES.

Calls will be deemed late calls and performance enhancement fees will be assessed in accordance with this Exhibit D when Franchisee fails to meet the following response time requirements:

11:59 (minutes:seconds) for B/C/D/E level calls;

The total of B/C/D/E level calls must meet the monthly response time requirement of 90% in the Service Area and in each Zone thereof;

19:59 (min:sec) for A level calls; and

14:59 (min:sec) for C/D/E level excessive late calls, including upgraded and downgraded calls.

1. Monthly Response Penalty. In any month in which Franchisee fails to meet combined B/C/D/E level response time requirements at least 90% of the time in any Service Area or Zone thereof, a penalty of \$10,000 will be assessed.
2. 12-Month Response Penalty. If Franchisee fails to meet combined B/C/D/E level response time requirements 90% of the time in any zone for any four months during any period consisting of twelve consecutive months, the County Commission may, in its sole discretion, take whatever action it deems appropriate, including without limitation, readjustment of Franchise Service Area defined in this Agreement and including, but not limited to, the provisions of Section 5.03.190 of the Code.

3. Individual Call Performance Enhancement Fees:
 - (a) 'A' Level late calls are \$12 per call
 - (b) 'B/C/D/E' Level late calls are \$17 per call, subject to the Discount factor of Subsection II.2. below
 - (c) 'C/D/E' Level excessive late calls are subject to the Discount factor of Subsection II.2. below and are assessed the following per call:

<u>Calls Exceeding</u>	<u>Fee</u>
14:59	\$100
19:59	\$250
29:59	\$500

4. Upgraded Calls. If the initial response time requirement expired prior to call being upgraded, and the upgraded call response time requirement expired prior to the time the Ambulance is at the scene, staged or canceled, the initial call and the upgraded call are each subject to the performance enhancement fees of Subsection I.3. above.
5. Downgraded Calls. If the initial response time requirement expired prior to call being downgraded and the downgraded call response time requirement expired prior to the time the Ambulance is at the scene, staged or canceled, the initial call and the downgraded call are each subject to the performance enhancement fees of Subsection I.3. above.

II. EXAMPLES

1. Sample Month Penalties
 (Sample Month: 500 B/C/D/E level late calls; 40 A level late calls; and 70 excess time calls, three of which are over 19:59 and one is over 29:59);

- (a) Late Response Time
- | | |
|---------------------------------------|----------|
| B/C/D/E level gross late calls | 500 * |
| C/D/E level excess time calls (14:59) | 66 ** |
| C/D/E level excess time calls (19:59) | 3 *** |
| C/D/E level excess time calls (29:59) | 1 **** |
| 'A ' level late calls | 40 ***** |
- (b) Response Time Performance Enhancement Fees
- * B/C/D/E level gross late calls - $(500 - 70) \times \$17 = \$7,310$
- ** C/D/E level excess time calls (14:59) - $66 \times \$100 = \$6,600$
- *** C/D/E level excess time calls (19:59) - $3 \times \$250 = \$ 750$
- **** C/D/E level excess time calls (29:59) - $1 \times \$500 = \$ 500$
- ***** Total 'A' level late calls - $40 \times \$12 = \$ 480$
- (c) Total response time performance enhancement fees = \$15,640
- If overall response time is 91-92%, total fees = \$12,163

$$(((15,640-750-500-480) * 0.75) + 750+500+480)$$
- If overall response time is 92.01-93%, total fees = \$8,685

$$(((15,640-750-500-480) * 0.5) + 750+500+480)$$
- If overall response time is 93.01-94%, total fees = \$5,208

$$(((15,640-750-500-480) * 0.25) + 750+500+480)$$
- If overall response time is over 94%, total fees = \$1,730

$$(((15,640-750-500-480) * 0) + 750+500+480)$$

2. Additional Monthly Discount

A discount from the performance enhancement fees set forth in Subsection I.3. above for B/C/D/E level late calls and C/D/E level excessive late calls in a Service Area or Zone therein will be given during a month in which the gross on-time performance in a Service Area or Zone was over 90.99% as follows:

GROSS ON-TIME

PERFORMANCE

CREDIT*

91.00% to 92.00%

25%

92.01% to 93.00%

50%

93.01% to 94.00%

75%

94.01% to 100.00%

100%

* The above credit does not apply to assessed performance enhancement fees for C/D/E level calls with a response time of more than 19:59.