

**SECOND AMENDMENT TO
CLARK COUNTY AMBULANCE SERVICE FRANCHISE AGREEMENT
GRANTED TO
MEDICWEST AMBULANCE, INC.**

THIS SECOND AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") dated this 3rd day of November, 2020 ("Effective Date"), is entered into between Clark County, Nevada, a political subdivision of the State of Nevada, acting by and through its Board of County Commissioners which is its governing body ("County"), and MedicWest Ambulance, Inc., a Nevada corporation ("Franchisee").

WITNESSETH:

WHEREAS, the Franchisee was granted a franchise on January 19, 2016, to provide emergency and non-emergency Ambulance Services within the Unincorporated County; and

WHEREAS, the Franchisee and the County entered into a Franchise Agreement on February 1, 2016;

WHEREAS, the Franchisee and the County entered into the First Amendment of the Franchise Agreement on July 16, 2019;

WHEREAS, Franchisee and County desire to permanently amend the Franchise Agreement to allow Franchisee to provide Intermediate Life Support ("ILS") level of care as outlined in this Second Amendment to the Franchise Agreement;

WHEREAS, the Franchisee is required to comply with various response times as outlined in Ambulance Service Ordinance Section 5.03.140 except as otherwise provided for in the Franchise Agreement; and

WHEREAS, the Franchisee and County Fire desires to enter into a pilot program to explore the EMS response system in Southern Nevada for the purpose of studying risk factors to EMS Providers and the general public and enhance response times to emergency medical incident (hereinafter referred to as "Incident Dispatch Pilot Program"); and

WHEREAS, the Incident Dispatch Response Time Pilot Program requires an amendment to the Franchise Agreement to allow the Franchisee to add incident priority levels and provide for alternative response times during the Incident Dispatch Pilot Program.

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of this is hereby acknowledged, the County and the Franchisee agree that the Franchise Agreement is amended as follows:

1. The Parties agree to amend Section 7.13 of the Franchise Agreement to permanently provide Intermediate Life Support ("ILS") level of care as follows:

7.13 Notwithstanding any provision in this Section, the Franchisee may provide Ambulance Service at the Intermediate Life Support (“ILS”) level of care for all 911-Dispatched Ambulance Service responses in the EMS Priority Dispatch category of A. Excluded from this subsection are the following types of calls:

- (a) 10A – Chest Pain (non-traumatic);
- (b) 12A – Convulsions / Seizures;
- (c) 19A – Heart Problems;
- (d) 28A – Stroke;
- (e) 31A – Unconscious / Fainting; and
- (f) Allegedly mentally ill patients that require screening as provided for in Section 7.4.
- (g) All category A calls received which require a response to McCarran International Airport

2. **Incident Dispatch Pilot Program**. The Parties have agreed to create a voluntary Incident Dispatch Pilot Program as described in Exhibit E, attached and hereby incorporated by reference. If the Franchisee elects to participate in the Incident Dispatch Pilot Program, the response times in Section 5.03.140 of the Ambulance Services Ordinance shall be amended to reflect the Franchisee’s participation in the Incident Dispatch Pilot Program. The parties agree that Incident Dispatch Pilot Program shall be effective as of August 3, 2020 until March 31, 2021, unless such time is terminated early or extended by the Department in consultation with the Fire Department.

3. **Effective Date; Confirmation of Franchise Agreement**. This Amendment shall become effective upon the execution hereof by both parties with the exception of the Incident Dispatch Pilot Program, which is effective August 3, 2020. Except as specifically modified herein, each and every term, covenant and condition of the Franchise Agreement and First Amendment is hereby ratified and shall remain in full force and effect.

4. **Successors and Assigns**. This Amendment shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

5. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Amendment. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

6. **Entire Agreement**. This Amendment and the documents executed and delivered pursuant hereto constitute the entire agreement between the parties and may be amended only by signing in writing on behalf of each party.

7. **Interpretation.** The headings of the articles, sections, paragraphs and subdivisions of this Amendment are for convenience and reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

8. **No Impairment.** Except as specifically hereby amended, the Franchise shall remain unaffected by this Second Amendment, and the Franchise Agreement, as previously amended, shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have set their hands this 3rd day of November, 2020.

CLARK COUNTY
BOARD OF COMMISSIONERS

By: Marilyn K. Kirkpatrick
MARILYN KIRKPATRICK, CHAIR

ATTEST:

LYNN MARIE GOYA, COUNTY CLERK

By: Lynn Marie Goya
APPROVED AS TO FORM:

CLARK COUNTY DISTRICT ATTORNEY

By: Sherry Ly
SHERRY LY
Deputy District Attorney

MEDICWEST AMBULANCE, INC.
a Nevada corporation

DocuSigned by:
Edward B. Van Horne
C6CE072ED4F94A9...
Edward B. Van Horne
Chief Operating Officer

EXHIBIT E
Incident Dispatch Pilot Program

The parties to the Franchise Agreement desire to create a voluntary pilot program that establishes a priority-based response time within each established EMS priority dispatch code. Section 5.03.140 of Ambulance Service Ordinance provides EMS priority dispatch codes and responses unless otherwise provided in the Franchise Agreement. This Incident Dispatch Pilot Program (“Pilot Program”) desires to establish new EMS priority dispatch codes and response times.

Upon written authorization to the Clark County Fire Department (“Fire Department”) that the Franchisee wishes to participate in the Pilot Program, the Fire Department will notify Clark County Business License of the Franchisee’s participation in the Pilot Program. The Franchisee’s participation in the Pilot Program will amend the response times currently in Section 5.03.140 of Ambulance Service Ordinance to the response times agreed upon between the Franchisee and Fire Department.

Beginning August 3, 2020, the Fire Department will provide Clark County Business License and First Watch with an Incident Priority Call Response Time Log, which will include the following dispatch codes: Alpha (“A”); Bravo (“B”); Charlie (“C”); Delta (“D”); Echo (“E”) and Omega (“O”) and the corresponding priority-based response time for each dispatch code.

If the Fire Department desires to change any response time, the Fire Department must give the Franchisee, Clark County Business License, and First Watch thirty (30) days’ notice and the changes will not be effective until the 1st day of the next month. The Fire Department must specifically identify the proposed response time changes in the notice.