

**FIRST AMENDMENT TO TOTAL RESTATEMENT OF
AMBULANCE SERVICES FRANCHISE AGREEMENT**

This **FIRST AMENDMENT TO TOTAL RESTATEMENT OF AMBULANCE SERVICES FRANCHISE AGREEMENT** (“First Amendment to Restated Franchise Agreement”) is made and entered on _____, 2023 by and between City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and MedicWest Ambulance, Inc. a Nevada corporation (“Franchisee”; City and Franchisee may be referred to as a “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, City and Franchisee entered into an Ambulance Services Franchise Agreement on February 1, 2018 (“Franchise Agreement”) with an original term that terminated in January 2023;

WHEREAS, the City elected to exercise its option to extend the Franchise Agreement with MedicWest for an additional three years and the Parties agreed to extend the Franchise Agreement from February 1, 2023 to February 6, 2023 while the Parties finalized an agreement which detailed an altered structure of the Franchise Agreement under which the City leases ambulance units from Franchisee and Franchisee operates other ambulance units that are not leased by City;

WHEREAS, City and Franchisee entered into the Second Amendment and Total Restatement of Ambulance Services Franchise Agreement (“Restated Franchise Agreement”) on February 6, 2023 for the period of February 6, 2023 through January 31, 2026; and

WHEREAS, the Parties desire to enter this First Amendment to Restated Franchise Agreement in order to alter the structure of the Franchise Agreement by (i) eliminating any and all references to Franchisee operating ambulance units not leased by City, (ii) by removing references to Franchisee-Operated Units throughout the Restated Franchise Agreement, and (ii) to make additional amendments related to rates.

NOW, THEREFORE, based upon good and sufficient consideration as provided herein, City and Franchisee mutually agree to amend the Restated Franchise Agreement as follows:

AGREEMENT

1. The Parties agree that the fourth recital in the Restated Franchise Agreement shall be deleted in its entirety and replaced with the following language:

WHEREAS, commencing on February 6, 2023 and terminating on January 31, 2026, City and Franchisee desire to operate under an altered structure of the Franchise

Agreement so that City will lease ambulance units from Franchisee;

2. The Parties agree that Section 1.8 which defines the term “Franchisee-Operated Units” shall be deleted in its entirety.

3. The Parties agree that Section 1.9 shall be deleted in its entirety and replaced with the following language:

1.9 “Leased Units” means units requested by City in which Franchisee is paid for unit hours and transport fees. City shall bill customers for the appropriate services provided by Leased Units. City shall have operational control of Leased Units’ staging locations and responses.

4. The Parties agree that Section 6.2(b) shall be deleted in its entirety and replaced with the following language:

b. Through CCC, dispatch Leased Units to all emergency incidents in the City.

5. The Parties agree that Section 6.3(b) shall be deleted in its entirety and replaced with the following language:

b. Provide a minimum of three (3) twelve-hour Leased Units at the ALS level during the day and three (3) twelve-hour Leased Units at the ALS level during the night (specific hours to be determined by NLVFD). Should the need arise to lease additional unit hours, a minimum thirty days’ notice will be provided to Franchisee for such a requested increase.

6. The Parties agree that Section 6.3(c) shall be deleted in its entirety and replaced with the following language:

c. Provide Leased Units at the ILS level staffed with one Advanced EMT and one Basic EMT or Advanced EMT.

7. The Parties agree that Section 6.3(d) shall be deleted in its entirety and replaced with the following language:

d. Provide Leased Units at the ALS level staffed with one Paramedic and one Basic or Advanced EMT.

8. The Parties agree that Section 6.3(g) shall be deleted in its entirety and replaced with the following language:

g. Ensure that all Leased Units return to designated posting locations within an appropriate amount of time after clearing from a receiving facility or another incident.

9. The Parties agree that Section 6.3(h) shall be deleted in its entirety and replaced with the following language:

h. Ensure that all Leased Units remain within their designated posting areas unless responding to an incident or have received permission from a supervisor to do so. The City shall bear all responsibility for deployment and response times of Leased Units that it dispatches and posts.

10. The Parties agree that Section 6.4 shall be deleted in its entirety and replaced with the following language:

6.4 Franchisee shall not utilize Leased Units for inter-facility transports within or outside the City. All emergency incidents within the City or mutual aid responses outside of the City must be dispatched through CCC.

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

11. The Parties agree that Section 10.1- Communication Equipment shall be deleted in its entirety and replaced with the following language:

Franchisee shall furnish and maintain telephone equipment, including hardware and software, proposed communication infrastructure enhancements, and other equipment and software, ambulance radios as indicated herein (mobile and portable) and mobile data terminals or mobile data computers employed by Franchisee in the delivery of services (together, the "Communication System"). Each Leased Unit assigned to City shall be equipped with:

- a. A minimum of one mobile and one portable radio that is capable of transmitting and receiving on all channels utilized by NLVFD.
- b. Automated vehicle location (AVL) device and mobile computer terminal (MCT) that employs the same computer-aided dispatch (CAD) software utilized by NLVFD and the CCC. These communication systems will be used for all operations and must be maintained and upgraded as necessary.
- c. Smart cell phone with mobile call alerting application for communications with Franchisee and NLVFD supervision and to receive emergency incidents.

12. The Parties agree that Section 12.2.1 shall be deleted in its entirety and replaced with the following language:

12.2.1 Turnout Times – Leased Units shall be required to respond (wheels rolling) to

incidents within 60 seconds of being dispatched/assigned to an incident.

13. The Parties agree that Section 12.2.2 shall be deleted in its entirety and replaced with the following language:

12.2.2 Hospital Turnaround Times – Leased Units shall make every effort to provide a patient transfer at the receiving facility, complete necessary paperwork, and return to service in a timely manner. Turnaround time shall be defined as the time between arrival at the receiving facility until leaving the receiving facility to return to designated posting location. The agreed-upon turnaround time is 40 minutes.

14. The Parties agree that Section 12.4.2(a) shall be deleted in its entirety and replaced with the following language:

- a. Response times shall begin when the CCC notifies Leased Units to respond to an incident through the CAD system and all appropriate information needed to respond is provided to Franchisee, i.e., address, presumptive nature of call, and other necessary information.

15. The Parties agree that Section 12.4.2(b) shall be deleted in its entirety and replaced with the following language:

- b. The response time clock shall be stopped when Franchisee's Leased Units transmits the "unit arrived on scene" status signal to CAD. Primary notification will be made through MCT utilizing the "on scene" button. Upon failure of MCT to transmit "on scene," crew must make notification via radio transmission to CCC.
 - i. Such transmission shall not be made until the ambulance unit actually arrives at the specific address or location dispatched with a speed of zero miles per hour.
 - ii. 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.
 - iii. Arrival on the scene of Franchisee supervisor's vehicle shall not stop the response time clock.
 - iv. Arrival at incident means the moment an ambulance crew notifies the CCC that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.
 - v. In instances that the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival "on scene" shall be the time the ambulance arrives at the designated staging location.
 - vi. The NLVFD Medical Director may require Franchisee to log time "at patient" for medical research purposes. However, "at patient" time intervals shall not be considered part of the contractually stipulated response time.

16. The Parties agree that Section 12.4.2(c) shall be deleted in its entirety and replaced with the following language:

- c. Turnout times shall begin when the CCC notifies Leased Units to respond to an incident through the CAD system. The turnout time clock shall stop when Leased Units or authorized mutual aid ambulance transmits the “unit arrived on scene” status signal to CAD. Primary notification will be made through MCT utilizing the “en route” button. Upon Failure of MCT to transmit “en route,” crew must make notification via radio transmission to CCC.

- i. Such transmission shall not be made until the ambulance unit actually begins moving.

17. The Parties agree that Section 12.4.2(d) shall be deleted in its entirety and replaced with the following language:

- d. Hospital turnaround time starts when crew arrives at destination. Primary notification will be made through MCT utilizing the “at hospital” button. Upon Failure of MCT to transmit “at hospital,” crew must make notification via radio transmission to CCC. Hospital turnaround times clock shall stop when Leased Units or authorized mutual aid ambulance departs the facility and transmits the “available” status if within City limits or “delayed available” if outside City Limits. Primary notification will be made through MCT utilizing the “available” or “delayed available” button. Upon Failure of MCT to transmit crew must make notification via radio transmission to CCC.

- i. If hospital destination is outside North Las Vegas city limits requiring “delayed available,” units will go “available” once entering City limits.

18. The Parties agree that Section 13.4.1 shall be deleted in its entirety and replaced with the following language:

13.4.1 Failure to Provide Units as Agreed. Franchisee shall pay City a one hundred dollar (\$100) assessment for every 15 minutes that each agreed upon unit is unavailable for an emergency call (not including time on an emergency call or routine patient transfer time at the receiving facility). In addition, Franchisee shall be assessed damages for failure to provide agreed upon Leased Units for more than 100 hours in a calendar month at a rate of \$5,000. Failure to provide agreed upon Leased Units for more than 200 hours in a calendar month shall result in a \$10,000 fine.

- a. Franchisee will be allowed up to 10 hours per calendar month without assessment or fine for unforeseen mechanical issues or vehicle accidents. In all cases, Franchisee must notify NLVFD immediately of any delays or inability to place a unit in service as agreed so that appropriate actions may be taken to provide adequate coverage.

19. The Parties agree that Section 13.4.6 shall be deleted in its entirety and replaced with the following language:

13.4.6 Intentionally Deleted.

- a. All Leased Units shall complete fully and appropriately documented ePCRs (including billing/insurance information as available) on all incidents and patients before the completion of their shift. Failure to complete and submit reports prior to the end of a shift will result in a fifty dollar (\$50) assessment per occurrence and one hundred dollar (\$100) per day for each day after that it is not completed and submitted.

20. The Parties agree that Section 13.4.15 shall be deleted in its entirety and replaced with the following language:

13.4.15 Franchisee shall pay City a one thousand dollar (\$1,000) assessment each month that all Leased Units collectively do not meet the required turnout times 95% of the time or more. A second occurrence in a rolling twelve-month period shall result in a two thousand dollar (\$2,000) assessment and any additional occurrence in a rolling twelve-month period shall result in a five thousand dollar (\$5,000) assessment.

21. The Parties agree that Section 13.4.16 shall be deleted in its entirety and replaced with the following language:

13.4.16 Franchisee shall pay City a one thousand dollar (\$1,000) assessment each month that all Leased Units collectively do not meet the required hospital turnaround times 95% of the time or more. A second occurrence in a rolling twelve-month period shall result in a two thousand dollar (\$2,000) assessment and any additional occurrence in a rolling twelve-month period shall result in a five thousand dollar (\$5,000) assessment.

22. The Parties agree that Section 13.4.17 shall be deleted in its entirety and replaced with the following language:

13.4.17 Franchisee shall pay City a five hundred dollar (\$500) assessment each occurrence that a Leased Unit does not report back to their assigned posting location within a reasonable amount of time or leaves their assigned posting area without permission.

23. The Parties agree that Section 14.5.2 shall be deleted in its entirety and replaced with the following language:

14.5.2 All persons employed by Franchisee in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check and Franchisee shall provide documentation to City indicating compliance with this requirement for all relevant employees. In accordance with applicable laws and approval of Franchisee's human resources department, with such approval not being unreasonably withheld,

conditioned, or delayed, City retains the right to have personnel that are assigned to Leased Units prohibited from staffing said units based on a series of disciplinary or performance issues or for a single significant issue.

24. The Parties agree that Section 14.7 shall be deleted in its entirety and replaced with the following language:

14.7 All personnel assigned to Leased Units shall receive training prior to assignment that is developed and approved by City and Franchisee on all items necessary to provide safe, effective, and consistent medical care services within the Franchise Service Area.

25. The Parties agree that Section 18 shall be deleted in its entirety and replaced with the following language:

Franchisee shall not charge patients and payers more than the maximum ambulance service rates for the level of service provided.

26. The Parties agree that Section 19 shall be retitled “**RATES; REVOCATION**” and that Section 19.1 shall be deleted in its entirety and replaced with the following language:

19.1 Rates

A. Franchisee shall provide Leased Units at the ILS level at the following rates commencing February 1, 2023:

- Fixed Cost - Intermediate Life Support unit staffed with one Advanced EMT and one EMT/Advanced EMT- \$99.32 per unit hour
- Variable Cost- \$52.46 per transport by Leased Unit
- Fixed and Variable Costs for units at the ILS level shall increase by 3% on February 1st annually for the duration of this Agreement

B. Franchisee shall provide Leased Units at the ALS level at the following rates commencing no later than November 1, 2023:

- Fixed Cost – Advanced Life Support unit staffed with one Paramedic and one Basic or Advanced EMT - \$136.58 per unit hour
- Variable Cost - \$59.62 per transport by Leased Unit
- Fixed and Variable Costs for units at the ALS level shall increase by 4% on February 1, 2025 for the duration of this Agreement

C. Franchisee shall provide Special Event standby through the NLVFD commencing no later than November 1, 2023:

- Staffed ALS or ILS units shall be charged at the rates listed above in 19.1(A) or 19.1(B).

D. Franchisee shall provide individual provider standby at the following rates:

- Paramedic standby (without vehicle and transport capability): \$85.79 per hour
- Advanced EMT standby (without vehicle and transport capability): \$61.17 per hour
- Basic EMT standby (without vehicle and transport capability): \$49.60 per hour
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Rates listed for individual provider standbys shall increase by 4% on February 1, 2025 for the duration of this Agreement.

27. In all other aspects, the Parties confirm and reaffirm the terms and provisions of the Restated Franchise Agreement.

[SIGNATURES ARE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Franchisee have caused this First Amendment to Restated Franchise Agreement to be executed on _____.

City of North Las Vegas

MedicWest Ambulance, Inc.

By: _____

Pamela A. Goynes-Brown, Mayor

By: _____

Edward B. Van Horne
COO and President

Attest:

By: _____

Jackie Rodgers, City Clerk

Approved as to Form:

By: _____

Micaela Rustia Moore, City Attorney

