

**FIRST AMENDMENT TO
CLARK COUNTY AMBULANCE SERVICE FRANCHISE AGREEMENT**

GRANTED TO

MERCY, INC. d/b/a AMERICAN MEDICAL RESPONSE

THIS FIRST AMENDMENT TO FRANCHISE AGREEMENT ("Amendment") dated this 16th day of July, 2019 ("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 Mercy, Inc. d/b/a American Medical Response, 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 is required to provide Ambulance services 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, with the exception that mentally ill patients that require 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 (e.g., Basic Life Support ("BLS") or Intermediate Life Support ("ILS")); and

WHEREAS, the Franchisee desires the ability to use an ILS-equipped Ambulance to respond to certain A level (non-life threatening) calls in order to make available higher level equipped Ambulances for the more serious emergency calls; and

WHEREAS, the County Fire department would like to allow the Franchisee to be able to use ILS-equipped Ambulances for certain A level calls for a specific period of time to be able to evaluate the outcome of this service.

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. **Section 1 - Definitions.** Section 1 shall be revised as follows:

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 “Advanced Emergency Medical Technician” or “AEMT” means a person who is certified by the Health Officer of the Southern Nevada Health District pursuant to Section 100.016 of the Emergency Medical Services Regulations as adopted by the Southern Nevada Health District (September 28, 2018 version).
- 1.2 “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.
- 1.3 “Ambulance Service Ordinance” means Clark County Code Chapter 5.03 Ambulance service, as it may be amended from time to time.
- 1.4 “Emergency Medical Technician” or “EMT” means a person who is certified by the Health Officer of the Southern Nevada Health District pursuant to Section 100.086 of the Emergency Medical Services Regulations as adopted by the Southern Nevada Health District (September 28, 2018 version).
- 1.5 “Franchisee” means Mercy, Inc. d/b/a American Medical Response, its successors and assigns.
- 1.6 “Intermediate Life Support” or “ILS” means transportation by ground ambulance vehicle and medically necessary supplies and services and is staffed with at least one AEMT and AEMT or EMT.

2. **Section 7 – Ambulance Service Requirements.** Section 7 shall be revised as follows:

- 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.
- 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 until December 31, 2019, unless such time is terminated early or extended by the Department in consultation with the Fire Department. 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.

3. **Effective Date; Confirmation of Franchise Agreement.** This Amendment shall become effective upon the execution hereof by both parties. Except as specifically modified herein, each and every term, covenant and condition of the Franchise Agreement 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 Seventh 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 16th day of July, 2019.

CLARK COUNTY
BOARD OF COMMISSIONERS

By: 
MARILYN KIRKPATRICK, CHAIR


ATTEST:

LYNN MARIE GOYA, COUNTY CLERK

By: 

APPROVED AS TO FORM:

CLARK COUNTY DISTRICT ATTORNEY

By: 
LUCINDA COUMOU
Deputy District Attorney

MERCY, INC. d/b/a AMERICAN
MEDICAL RESPONSE, a Nevada
corporation



STEVEN DRALLE
South Region President