

**CLARK COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM**

Issue: AMR Ambulance Franchise Agreement	Back-up:
Petitioner: Donald G. Burnette, Chief Administrative Officer	Clerk Ref. #
Recommendation: That the Board of County Commissioners approve and authorize the Chairman to sign an Ambulance Services Franchise Agreement between Clark County and Mercy, Inc., dba American Medical Response, to provide ambulance services in the County, to be effective December 1, 2005, for a period of ten years.	

FISCAL IMPACT:

None

BACKGROUND:

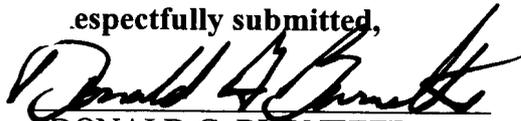
Mercy, Inc., dba American Medical Response (AMR), was granted a five-year non-exclusive franchise by the Board in 2000 to provide emergency and non-emergency ambulance services in specific zones of unincorporated Clark County. The City of Las Vegas granted AMR a similar franchise for the same time period. This franchise agreement renews that franchise for a ten-year period, subject to the terms and conditions of the new agreement and the Ambulance Service Ordinance amendments proposed under a separate agenda item on this agenda.

The proposed agreement provides for additional compliance requirements and penalties for non-compliance, as well as incentives for improved response time compliance. In addition, response time standards and the details for calculating compliance are further defined in this new agreement.

The Board is requested to approve this franchise agreement following approval of the proposed Ambulance Service Ordinance amendments. There is a companion item on this agenda to approve a similar franchise agreement with MedicWest Ambulance (formerly Southwest Ambulance) for the provision of ambulance services in specific zones of the County.

APPROVED/AUTHORIZED AS RECOMMENDED

Respectfully submitted,



DONALD G. BURNETTE
Chief Administrative Officer

Cleared for Agenda

11/15/05 DBU

/RHH

Agenda Item # **98**

**MERCY, INC., dba AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICES
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 Mercy, Inc., dba American Medical Response (hereinafter referred to as "Franchisee").

WITNESSETH:

WHEREAS, the Franchisee has requested and desires to renew the Franchise granted to it by the County, effective October 1, 2000, to provide emergency and non-emergency Ambulance Services within the unincorporated County; and

WHEREAS, in accordance with the Ambulance Service Ordinance, the County Manager has determined that the Franchisee has complied with the terms and conditions of its existing Franchise Agreement and is not required to resubmit the information in the initial franchise application for purposes of renewal of its Franchise; and

WHEREAS, the Franchisee agrees to provide Ambulance Services in the County pursuant to this Agreement; warrants that it holds permits from the Clark County Health District endorsed for the required services; has all the necessary emergency vehicle permits issued by the Nevada Highway Patrol and the State of Nevada; and employs 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 Health District.

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 Mercy, Inc., dba American Medical Response, its successors and assigns.
- 1.4 “911-Dispatched Ambulance Service” means Ambulance Service that is dispatched by or required to be electronically transferred for dispatch by the FAO to the Franchisee.

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 OF AGREEMENT

This Agreement will remain in full force and effect for a period of ten (10) years, commencing on December 1, 2005, subject, however, to the default and termination provisions herein.

5. SERVICE AREA / ZONES

- 5.1 The Franchisee will provide 911-Dispatched Ambulance Service within the Service Areas identified as CC Zone 1—urban northwest/Laughlin and CC Zone 2—urban southwest (as shown in **Exhibit A** hereto) and the I-15 Corridor Zone (as shown in **Exhibit E** hereto), including any sub-zones thereof, and as any Service Area may be increased or reduced as the result of any action taken

pursuant to Section 12 of this Agreement, annexation of territory by a city or adjustment in boundaries pursuant to this Section.

5.2 The Franchisee may provide in all unincorporated areas of the County Non-Emergency Ambulance Service that is not dispatched or required to be dispatched in accordance with 911-Dispatched Ambulance Service.

5.3 Provided that no adjustments to Service Area have occurred pursuant to Subsection 12.2 herein, that MedicWest Ambulance, Inc., has entered into a franchise agreement for Ambulance Service with the County, and that MedicWest Ambulance and Franchisee are in good standing with the County, the County agrees to allow Franchisee and MedicWest Ambulance to periodically recommend adjustments to the respective Franchise Service Areas of the two companies to strive toward a market share of 60 percent for American Medical Response and 40 percent for MedicWest Ambulance with respect to their provision of 911-Dispatched Ambulance Service in the County and Cities of Las Vegas and North Las Vegas. With respect to any recommendations supported by both the Franchisee and MedicWest Ambulance, or in the event of a disagreement in the adjustment of the Service Areas, the County Commission will have final approval regarding Service Areas.

5.3.1 The initial Service Area specified in **Exhibit A** and **Exhibit E** herein will remain in effect for twenty four (24) months from the Effective Date of the Agreement. In month twenty-two (22) from the Effective Date of the Agreement, the Franchisee agrees to pay 50% of the costs of a review and analysis of 911-Dispatched Ambulance Service in the County and Cities of Las Vegas and North Las Vegas, provided that MedicWest Ambulance agrees in a franchise agreement with the County to pay the remaining 50%. The review will be conducted independently by a neutral third party mutually agreed upon by the Franchisee and MedicWest Ambulance. If the analysis determines there has been a 5% percent or greater change in combined 911-Dispatched Ambulance Service call distribution in the County and the Cities of Las Vegas and North Las Vegas by the FAO to the Franchisee and MedicWest Ambulance, then the Franchisee and MedicWest Ambulance will identify and submit to the County for consideration a readjusted Service Area for Franchisee and MedicWest Ambulance that achieves as nearly as practicable a 911-Dispatched Ambulance Service market share of 60 percent in Franchisee's combined County/City of Las Vegas Franchise Service Areas and 40 percent in MedicWest Ambulance's combined County/City of North Las Vegas Franchise Service Areas, and which is mutually agreed to by the Franchisee and MedicWest Ambulance.

5.3.2 The 911-Dispatched Ambulance Service volume distribution calculation as described in Subsection 5.3.1 above will be specific to the normal distribution of 911-Dispatched Ambulance Service calls and will exclude

any aberrancies caused by extraordinary events such as a large-scale disaster or government reallocation of 911-Dispatched Ambulance Service volume distribution resulting from actions taken pursuant to Subsection 12.2 of the Franchise Agreement that may skew the 911-Dispatched Ambulance Service volume distribution. The calculation also may correct for disparate transport percentages and utilization of Mutual Aid as agreed upon by the Franchisee and MedicWest Ambulance.

6. AMBULANCE SERVICES GRANTED

- 6.1 The Franchisee will provide 911-Dispatched Ambulance Service within the Franchise Service Area/Zones determined pursuant to Subsection 5.1 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 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 5.2 of this Agreement. The Franchisee will cooperate with the County in establishing Service Areas and sub-zones specific to the provision of 911-Dispatched Ambulance Service.

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 necessitates requesting Ambulance Service and reserves the right to request Ambulance Service from another franchisee or to provide Ambulance Services itself. 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 Nevada Revised Statutes Section 433A.165 may be provided by Ambulances equipped at the Basic (BLS) or Intermediate Life Support (ILS) level of care as appropriate to the call. The Franchisee will, at least annually and also upon request, file with the County and AOC 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 Clark County Health District Regulations, and operate in accordance with the Ambulance Service Ordinance, this Agreement and all other applicable law and regulation.
- 7.5 The Franchisee, in response to requests for 911-Dispatched Ambulance Service, may not respond with a CCT unit unless specifically requested to do so 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 functionally equivalent to 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.
- 7.8 The Franchisee will make available for 911-Dispatched Ambulance Service utilization 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.
- 7.9 The County and the Franchisee will enter into an agreement providing the Franchisee 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.

8. MUTUAL AID TO OTHER AMBULANCE FRANCHISEES

8.1 As a condition of the Franchise granted herein, the Franchisee agrees to enter into a Mutual Aid agreement with other Ambulance Service franchisees of the County and Cities of Las Vegas and North Las Vegas 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:

8.1.1 Occur on or near any geographical boundary line of the Service Area; or

8.1.2 Because of the circumstances of the emergency incident, require additional Ambulance Services; or

8.1.3 Require a non-assigned ambulance to provide emergency first responder service due to proximity of emergency incident; or

8.1.4 Is 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 Clark County 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

10.1.1 Daily clock synchronization with the Atomic Clock;

10.1.2 Computer link compatibility with the FAO;

10.1.3 The Franchisee will 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~~ however, that the AOC 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 AOC.

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 AOC.

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 identified in **Exhibit A** hereto, and within each sub-zone thereof, and will be subject to the response time performance calculations and penalties provided in Section 12 and **Exhibit B** and **Exhibit C** hereto. Franchisee will be exempt from Response Time Standards of the Ambulance Service Ordinance and this Agreement for all calls within Franchisee's Service Area identified in **Exhibit E** attached.

11.2 When determining compliance with the 90% response time requirement of the Ambulance Service Ordinance and this Agreement, the Net Percentage Calculation methodology (Hospital Drop Time Credits) as set forth in **Exhibit B** will be used in such determination.

11.3 The hospital drop time credits (HDT) calculated pursuant to **Exhibit B** shall be applied when assessing penalties for late time responses pursuant to this Section and **Exhibit C**.

12. PENALTIES, DEFAULT AND TERMINATION

12.1 Penalties for failure to comply with this Franchise Agreement will be assessed to the Franchisee as follows:

12.1.1 Response Time Penalties.

(A) A penalty for failure to meet per-call response time requirements, as set forth in the Ambulance Service Ordinance, of 8:59 minutes for each C, D or E level call, 12:59 minutes for each B level call, and 19:59 minutes for each A level call, and for calls canceled after the applicable 8:59, 12:59 or 19:59 response time requirement has expired but before an Ambulance has arrived on scene will be assessed to the Franchisee in the following amounts, subject to on-time performance discounts for B, C, D and E level calls as specified in **Exhibit C**:

- (1) \$12.00 per call for all B, C, D or E level calls; and
- (2) \$8.00 per call for all A level calls.

(B) In addition to any penalty assessed in Subsection 12.1.1(A), a penalty for failure to meet the excess time requirement of 14:59 minutes, as set forth in the Ambulance Service Ordinance, for each C, D or E level call, and for C, D or E level calls canceled after the 14:59 excess time requirement has expired but before an Ambulance has arrived on scene, will be assessed to the Franchisee in the amount of \$100.00 per call, subject to on-time performance discounts for C, D and E level calls as specified in **Exhibit C**.

(C) A penalty per call in the amount of \$175.00 will be assessed when the Franchisee fails to report that it is on the scene of an incident to which it was dispatched and as a result no official response time can be established, unless the call was canceled prior to the expiration of the response time requirement.

A waiver to this penalty will be granted 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.

(D) A penalty of \$175.00 will be assessed when AVL/GPS data (if available) confirm that Franchisee was not on-scene when the Franchisee reported it was on-scene.

(E) A penalty of \$175.00 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 8:59, 12:59 or 19:59 response time standard specified in this Section, 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.

(F) In addition to the remedies provided in the Ambulance Service Ordinance and this Agreement, failure of the Franchisee to meet the monthly 90% response time requirements set forth in the Ambulance Service Ordinance within the Franchise Service Area or any sub-zone thereof, as defined in **Exhibit A** of this Agreement, will result in a \$5,000 penalty. Failure to meet the monthly 90% response time requirement for any three months during any twelve-month period will be grounds for corrective action against the franchisee, including without limitation readjustment of Franchise Service Area defined in this Agreement, revocation of the Franchise or any other appropriate action as may be determined by the County Commission, in its sole discretion.

12.1.2 Ambulance Personnel and Equipment Penalties.

(A) 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 \$260.00.

(B) 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 \$260.00.

(C) Whenever it is determined by the AOC 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 \$260.00.

(D) 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 \$260.00

(E) 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 AOC policy, the Franchisee shall be assessed a penalty for each violation in the amount of \$260.00.

12.1.3 Whenever the Franchisee fails to provide any report, or portions of a report, required by the Ambulance Ordinance or this Franchise Agreement within five days of the due date for that report, the Franchisee will be assessed a penalty for each violation in the amount of \$105.00 per day thereafter until that report is received by the County.

12.1.4 All penalty amounts listed in this Subsection 12.1 will apply to penalties assessed from the effective date of this Agreement through March 31, 2006, 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 12-month period ending on December 31 as compared with the prior 12-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 the prior year's CPI.

12.1.5 The Franchisee will, within 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 30 days of receipt of a written appeal, the County Manager will provide the franchisee a written letter of determination on the appeal. Within 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. The County Manager's decision will be final for the purposes of administrative review. After taking into consideration the recommendation of the AOC, the County Manager may, in addition to those waivers permitted pursuant to **Exhibit C**, waive a penalty imposed by this Section if the County Manager finds the circumstances resulting in the penalty were beyond the Franchisee's control.

12.1.6 The penalties paid to the County will be used to pay for EMS-related expenditures and administrative oversight of this Ambulance Service Franchise.

- 12.2 In addition to any penalties assessed pursuant to Subsection 12.1, the County Commission may, in its sole discretion, impose other economic or non-economic sanctions, including, but not limited to:
- 12.2.1 Reducing the Service Area;
 - 12.2.2 Requiring the Franchisee to provide specified community services;
 - 12.2.3 Any combination of the above.
- 12.3 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.
- 12.4 The Franchisee will be entitled to notice, opportunities to cure, and appeal as provided in the Ambulance Service Ordinance.

13. 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.

14. FRANCHISE FEES

- 14.1 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, regulatory oversight, administering this Agreement and such other services as permitted by applicable law.
- 14.2 The annual cost for providing such services for all jurisdictions participating in the FAO and AOC is determined to be not less than \$784,182.44 as of April 2005 (the "Aggregate Cost"). It is further determined that the portion attributable to the County and Cities of Las Vegas and North Las Vegas for their own activities and those of the FAO and AOC on their behalf (the "Apportioned Cost") is: (i) for the County fifty-one percent (51%) or \$399,933.04 (the "County's Cost"); (ii) for Las Vegas forty-one percent (41%) or \$321,514.80; and (iii) for North Las Vegas eight percent (8%) or \$62,734.60. As the Aggregate Cost and the County's Cost can reasonably be expected to increase over time, they will be adjusted annually during the term of this agreement by an amount equal to 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.
- 14.3 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 within two working days following the annual release of the CPI referenced in Subsection 14.2 of this Section by the U.S. Dept. of Labor, Bureau of Labor Statistics, the County will provide the Franchisee with 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 owed by the Franchisee.

- 14.4 The annual Franchise Fee will be paid in quarterly installments, with each installment due and payable not later than 45 days after the end of the calendar quarter of each year during the term of this Agreement.
- 14.5 The County and Franchisee agree that the Franchise Fees required by the County do not exceed the County's Cost.
- 14.6 The County, with as much advance notice as is practicable under the circumstances, may at any time modify the calculation of the Aggregate and Apportioned Costs 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.

15. SECURITY FOR PERFORMANCE AND PUBLIC WELFARE

- 15.1 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.

16. OPTION TO LEASE AMBULANCES, FACILITIES AND EQUIPMENT

- 16.1 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 72 hours of such revocation, exercises its lease option pursuant to Subsection 16.2. The provisions of this Section 16 will survive any revocation of the remainder of this Agreement.
- 16.2 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. The Ambulances, facilities and equipment subject to this Section are described in **Exhibit D** hereto.

- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 Within ten days following the expiration of each 30-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 days following receipt of the invoice. If the County fails to make any monthly payment within five 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 of the unpaid balance of the lease without waiving its ability to declare a default under other provisions of the lease.

- 16.7 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 Franchisee may repossess all Ambulances, facilities and equipment. Upon the occurrence of such a default, 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.
- 16.8 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.
- 16.9 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 Franchisee is the prevailing party, such award of attorney's fees is subject to and conditioned upon there existing an unencumbered balance of appropriations in the Ambulance Franchise Fund to cover such award.
- 16.10 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 Franchisee. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the County to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.
- 16.11 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. Franchisee will have no obligation with regard to any loss incurred by the County except as specifically provided for in this Section.
- 16.12 Nothing contained in this Section will be construed as constituting a partnership between the County and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

17. 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.

18. 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.

19. INDEMNIFICATION

- 19.1 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.
- 19.2 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.
- 19.3 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.

- 19.4 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.
- 19.5 Franchisee shall indemnify, defend and hold harmless the County from any and all suits, claims, demands and actions by 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.

20. 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.

21. COMPLIANCE WITH LAWS AND REGULATIONS

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

22. 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.

23. ADMINISTRATION

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

24. 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:

Kurt Williams
Chief Executive
American Medical Response
1200 S. Martin Luther King Blvd.
Las Vegas, NV 89102

COUNTY:

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

25. 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.

26. 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.

27. ENTIRE AGREEMENT

27.1 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.

27.2 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.

27.3 Except as required to carry out the intent of the Subsection 27.2, as of the Effective Date of this Agreement, the prior Ambulance Service Franchise is superseded and is of no further force and effect.

28. SEVERABILITY

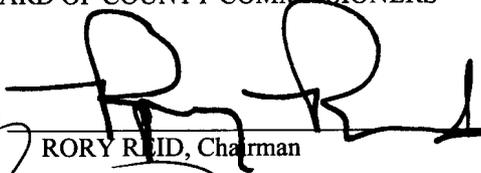
If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent 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 15th day of November, 2005.

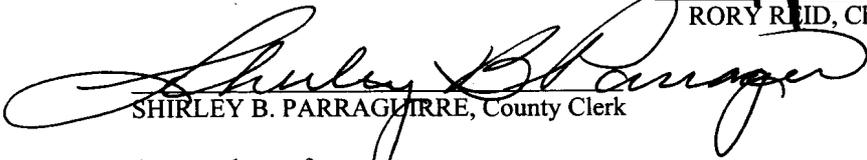
CLARK COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By:



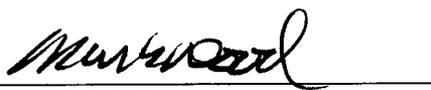
RORY REID, Chairman



SHIRLEY B. PARRAGUIRRE, County Clerk

Approved as to form:
DISTRICT ATTORNEY

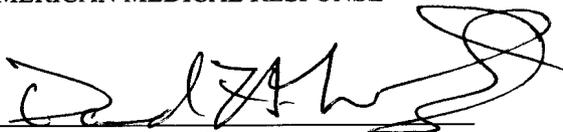
By:



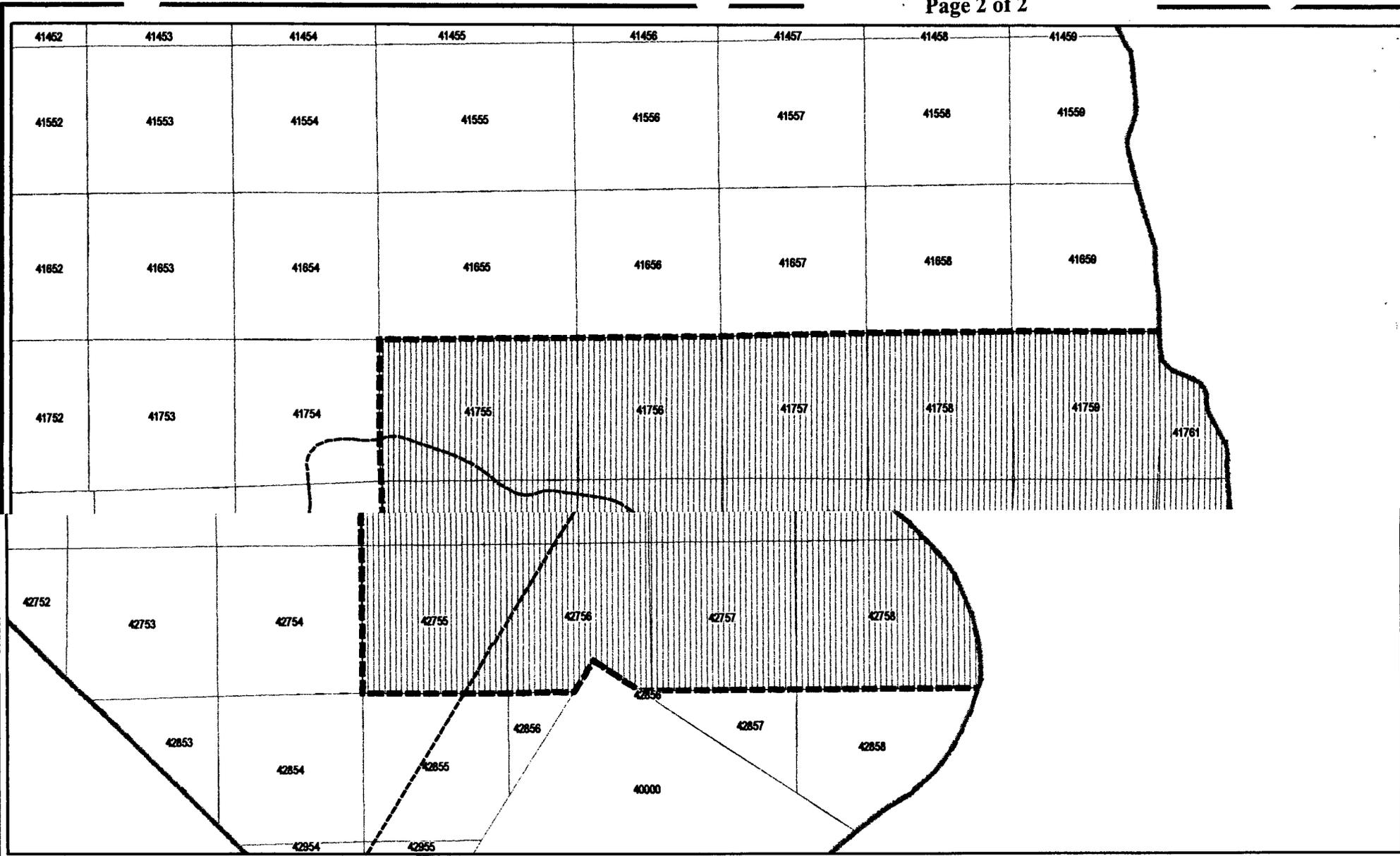
MARK E. WOOD
Deputy District Attorney

MERCY, INC.
dba AMERICAN MEDICAL RESPONSE

By:



DAVID H. MINTZ
President and Chief Executive Officer



1 inch equals 4,876 feet
Date: September 2, 2005



2005 Ambulance
Contract Attachment
Laughlin - Zone 1

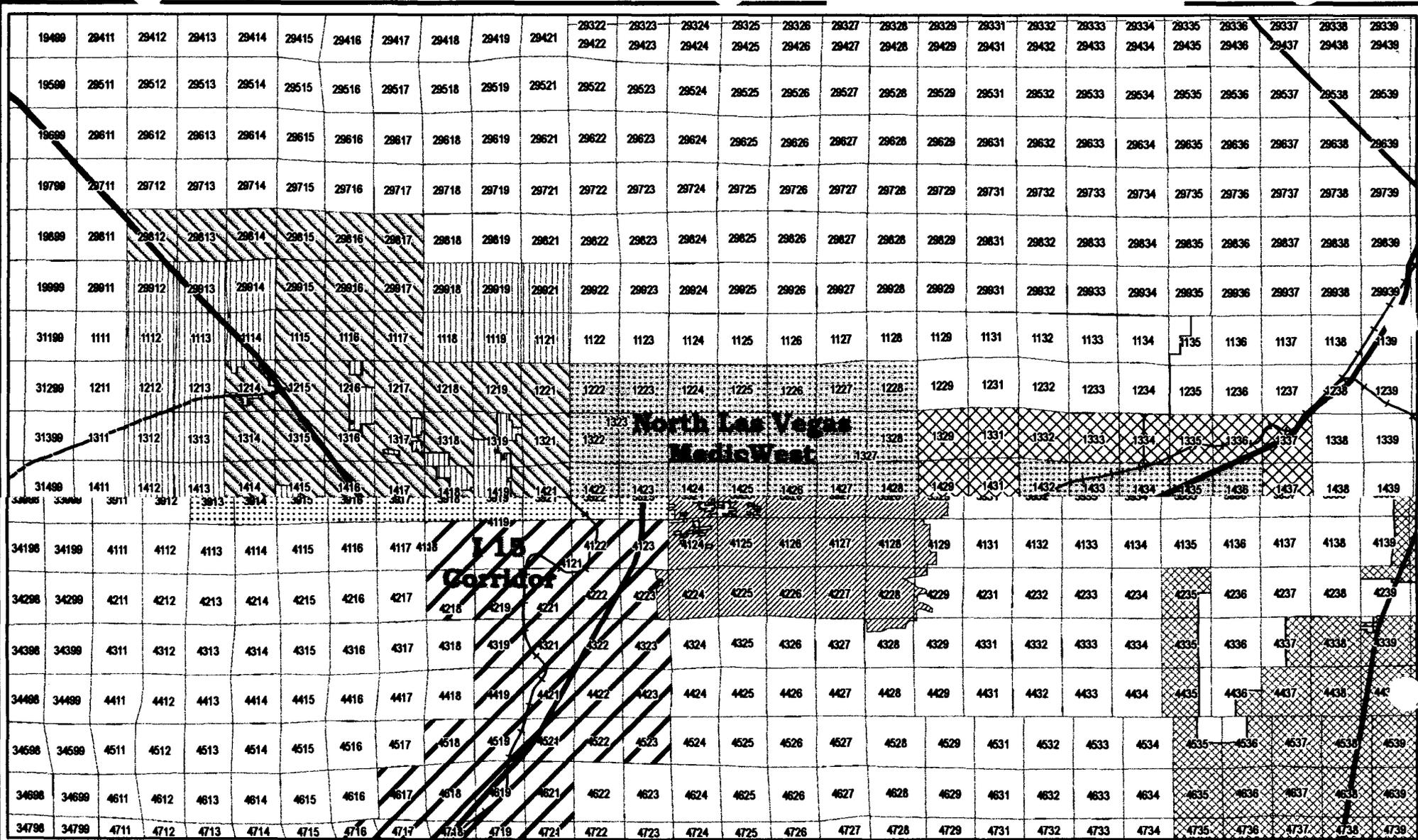
Clark County, Nevada

- Legend**
- COUNTY BOUNDARY
 - == INTERSTATE
 - MAJOR STREET
 - RAILROAD
 - STATE HIGHWAY
 - Zone Boundaries
 - Parcel boundaries and numbers
 - ▨ Zone 1
 - ▨ Zone 1 - Laughlin
 - ▨ Zone 2
 - ▨ Zone 3
 - ▨ Zone 4
 - ▨ Zone 5
 - ▨ Zone 6
 - ▨ Boulder City
 - ▨ Henderson
 - ▨ Las Vegas - No Zone
 - ▨ North Las Vegas
 - ▨ Not a post
 - ▨ North Las Vegas

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

EXHIBIT A
Page 2 of 2

Vicinity Map - No Scale



1 inch equals 14,567 feet
Date: September 2, 2005



2005 Ambulance
Contract Attachment
Las Vegas Valley

Clark County, Nevada

- Legend**
- COUNTY BOUNDARY
 - == INTERSTATE
 - RAILROAD
 - STATE HIGHWAY
 - Firemap boundaries and numbers
 - Zone 1
 - Zone 1 - Laughlin
 - Zone 2
 - Zone 3
 - Zone 4
 - Zone 5
 - Zone 6
 - Boulder City
 - I-15 Corridor - No Zone
 - Henderson
 - Nellis AFB
 - Nellis part
 - North Las Vegas

Page 1 of 2

EXHIBIT A



Vicinity Map - No Scale

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

EXHIBIT B

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 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 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);**
 - (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. C/D/E level calls = when a call does not exceed 8:59 minutes from the time Franchisee receives notice of the call from FAO until the time ambulance is at scene, staged or canceled.**
 - 2. B level calls = when a call does not exceed 12:59 minutes from the time Franchisee receives notice of the call from FAO until the time ambulance is at scene, staged or canceled.**

3. A level calls = when a call does not exceed 19:59 minutes from the time Franchisee receives notice of the call from FAO until the time 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:
 1. A to B level = when a call does not exceed 12:59 minutes from the time Franchisee receives notice of the upgraded call from FAO until the time ambulance is at scene, staged or canceled.
 2. A or B to C/D/E level = when a call does not exceed 8:59 minutes from the time Franchisee receives notice of the upgraded call from FAO until the time ambulance is at scene, staged or canceled.
- B. If initial response time requirement has expired prior to upgrade, the initial call will be assessed a late penalty; the upgraded call will be assessed a separate penalty if upgraded response time requirement has expired prior to the time unit is at scene, staged or canceled. (See Exhibit C)
 1. The call will be counted as only one call, at the level in which the penalty was assessed, for both gross monthly calls count and late calls count;
 2. If the call is assessed penalties 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 penalty 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:
 1. B/C/D/E to A level = when a call does not exceed 19:59 minutes from the time Franchisee receives notice of the downgraded call from FAO until the time ambulance is at scene, staged or canceled.
 2. C/D/E to B level = when a call does not exceed 12:59 minutes from the time Franchisee receives notice of the downgraded call from FAO until the time ambulance is at scene, staged or canceled.

- B. If initial response time requirement has expired prior to downgrade, the initial call will be assessed a late penalty; the downgraded call will be assessed a separate penalty if downgraded response time requirement has expired prior to the time ambulance is at scene, staged or canceled. (See **Exhibit C**)
1. The call will be counted as only one call, at the level in which the penalty was assessed, for both the gross monthly call count and the late call count;
 2. If the call is assessed penalties 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 penalty 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

- A. Misinformation calls (Franchisee was unable to locate incident due to incorrect or inaccurate dispatch information from FAO) will be considered on-time as follows:
1. 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:
 - (a) 8:59 minutes for C/D/E level calls,
 - (b) 12:59 minutes for B level calls,
 - (c) 19:59 minutes for A level calls.

VI. LATE CALLS

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

VII. HOSPITAL DROP TIME CREDITS.

- A. Hospital Drop Time (HDT) will be calculated and regulated as follows:
1. The time the Ambulance stops at the Hospital Emergency Department (ED) doors will be reported by Franchisee as arrival time;
 2. The time the Ambulance attendants transfer care of the patient to hospital staff and the Ambulance becomes available to respond to calls will be reported by Franchisee as departure time;

3. The Ambulance arrival and departure times will be verified through AVL (except in cases of technological failure beyond Franchisee's control).
 4. Any method to measure patient arrival at a hospital and transfer of patient care to hospital staff, as adopted by the Health Division of the State Department of Human Resources, or its designee, will be used in conjunction with AVL verification specified in Subsection VII.A.3 above to verify Ambulance arrival and departure times at a hospital.
- B. Franchisee will earn one (1) HDT Credit toward response time compliance for every seven (7) A/B/C/D/E level 911-Dispatched Ambulance Service calls that result in HDT in excess of 30 minutes at local hospitals while transferring care of a patient.
- C. Each HDT Credit earned by Franchisee during a calendar month may be deducted by the Franchisee from the total number of B/C/D/E level calls for which the Franchisee failed to meet the response time requirement during the month for purposes of calculation the total net on-time calls and compliance with the 90% on-time performance standard.

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

- A. 911-Dispatched Ambulance Service Response Time Compliance Calculation:
1. Gross Percentage Calculation:
 - (a) Combine all gross monthly B/C/D/E level calls = Total Gross Monthly Calls.
 - (b) Deduct the total B/C/D/E level late calls determined in Section 6 above (Gross Late Calls) from Total Gross Monthly Calls = Gross On-Time Calls.
 - (c) Divide Total Gross Monthly Calls into Gross On-Time Calls to determine percentage of Gross On-Time Performance.
 2. Net Percentage Calculation:
 - (a) Deduct the total monthly Hospital Drop Time Credits accumulated by Franchisee from Gross Late Calls = Net Late Calls.
 - (b) Deduct Net Late Calls from Total Gross Monthly Calls = Net On-Time Calls.
 - (c) Divide Total Gross Monthly Calls into Net On-Time Calls to determine percentage of Net On-Time Performance.

EXHIBIT C

LATE RESPONSE TIME PENALTIES

I. PENALTIES.

- A. Calls will be deemed late calls and penalties will be assessed in accordance with this **Exhibit C** when Franchisee fails to meet the following response time requirements:

8:59 minutes for C/D/E level calls;

12:59 minutes for B 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 minutes for A level calls; and

14:59 minutes 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 (after deducting the HDT Credits from total late calls) at least 90% of the time in any Service Area or Zone thereof, a penalty of \$5,000 will be assessed.
2. 12-Month Response Penalty. If Franchisee fails to meet combined B/C/D/E level response time requirements (after deducting HDT Credits) 90% of the time in any zone for any three months during any 12-month period, the County Commission may in its discretion take whatever action it deems appropriate, including readjustment of the Service Area or revocation of the Franchise.
3. Individual Call Penalty.
 - (a) 'A' LEVEL LATE CALLS = \$8 PER CALL
 - (b) 'B/C/D/E' LEVEL LATE CALLS = \$12 PER CALL, subject to HDT Waivers and Discount factor of Subsection B.3 below
 - (c) 'C/D/E' LEVEL EXCESSIVE LATE CALLS = \$100 PER CALL, subject to Discount factor of Subsection B.3 below
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 late call penalties of Subsection A.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 late call penalties of Subsection A.3 above.

B. EXAMPLES

1. Calculation of Discount Factor for C/D/E Excess Time Calls (14:59):

- (a) HDT credits as % of total gross late calls (Sample Month: 500 B/C/D/E level late calls, 150 HDT credits, 40 A level late calls, and 70 excess time calls):
150 credits are 30% of 500 B/C/D/E late calls
Discount factor for month = 30%
- (b) 70 C/D/E excess time calls less 30% Discount factor =
49 net excess time calls (70 x .30 = 21; 70 - 21 = 49)

2. Sample Month Penalties

(a) Late Response Time

B/C/D/E level total gross late calls	500
Less B/C/D/E level HDT credits	<u>-150</u>
 B/C/D/E level net late calls	 350 *
 C/D/E level excess time calls (14:59)	 70 **
 'A' level late calls	 40 ***

(b) Response Time Penalties

* B/C/D/E level net late calls =	350 x \$12 =	\$4,200
 ** C/D/E level excess time calls less discount [70 less 30% = 49 net excess calls]	 49 x \$100 =	 \$4,900
 *** Total 'A' level late calls =	 40 x \$8 =	 \$ 320

(c) Total response time penalties \$9,420

3. Additional Monthly Discount A penalty discount from those penalties set forth in Subsection A.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:

<u>GROSS ON-TIME PERFORMANCE</u>	<u>PER-CALL PENALTY</u>	<u>EXCESS TIME CALL PENALTY</u>
91.00% 92.99%	\$11	\$90
93.00% 94.99%	\$10	\$80
95.00% 96.99%	\$9	\$70
97.00% 98.99%	\$8	\$60
99.00% 100%	\$7	\$50

EXHIBIT D

Mercy, Inc., dba AMR

Option to Lease Ambulances, Facilities and Equipment

<u>AMBULANCE</u> <u>UNIT #</u>		<u>LICENSE #</u>	<u>TYPE</u>	<u>YEAR</u>	<u>MODEL</u>	<u>MAKE</u>	<u>MONTHLY RENTAL</u>
32	1FDWE35P64HB38650	742 STF	ALS	2004	E350	FORD	\$2,525.00
33	1FDWE35P74HA48813	338 RYF	ALS	2004	E350	FORD	\$2,525.00
34	1FDWE35P84HA58461	135 SCA	ALS	2004	E350	FORD	\$2,525.00
35	1FDWE35PX4HA58462	803 SAH	ALS	2004	E350	FORD	\$2,525.00
36	1FDWE35FX3HA90253	733 RHH	ALS	2003	E350	FORD	\$2,525.00
37	1FDWE35F13HA90254	734 RHH	ALS	2003	E350	FORD	\$2,525.00
38	1FDWE35F63HA90251	749 RHH	ALS	2003	E350	FORD	\$2,525.00
40	1FDWE35F63HA90248	747 RHH	ALS	2003	E350	FORD	\$2,525.00
41	1FDJE30F1THA79921	478 MFW	ALS	1996	E350	FORD	\$2,525.00
42	1FDJE30F7THA79924	400 MAW	ALS	1996	E350	FORD	\$2,525.00
43	1FDJE30F7THA79907	959 KRU	ALS	1996	E350	FORD	\$2,525.00
44	1FDJE30F9THA79911	850 KND	ALS	1996	E350	FORD	\$2,525.00
45	1FDJE30F6THA79901	311 PFH	ALS	1996	E350	FORD	\$2,525.00
46	1FDJE30FXTHA79920	508 KRU	ALS	1996	E350	FORD	\$2,525.00
47	1FDJE30F8THA79916	047 KND	ALS	1996	E350	FORD	\$2,525.00
48	1FDJE30F5VHA60081	407 JWZ	ALS	1997	E350	FORD	\$2,525.00
49	1FDJE30F3THA79905	854 KNC	ALS	1996	E350	FORD	\$2,525.00
50	1FDJE30FXVHA60075	696 JTH	ALS	1997	E350	FORD	\$2,525.00
51	1FDWE35F83HA90249	750 RHH	ALS	2003	E350	FORD	\$2,525.00
52	1FDJE30F5VHA60078	728 JVC	ALS	1997	E350	FORD	\$2,525.00
53	1FDJE30F3VHA60080	420 JWZ	ALS	1997	E350	FORD	\$2,525.00
54	1FDJE30F4THA79928	143 HWR	ALS	1996	E350	FORD	\$2,525.00
55	1FDJE30FXTHA79934	102 HZB	ALS	1996	E350	FORD	\$2,525.00
56	1FDWE35P64HB28717	922 SSV	ALS	2004	E350	FORD	\$2,525.00
57	1FDWE35P24HB29038	698 STG	ALS	2004	E350	FORD	\$2,525.00
58	1FDWE35F33HA71846	725 RBA	ALS	2003	E350	FORD	\$2,525.00
59	1FDWE3573HB28313	097 RXE	ALS	2003	E350	FORD	\$2,525.00
60	1FDJE30F4THA79931	833 HKJ	ALS	1996	E350	FORD	\$2,525.00
61	1FDWE35F53HB28312	722 RYG	ALS	2003	E350	FORD	\$2,525.00
62	1FDJE30M1RHB41972	721 FYK	ALS	1994	E350	FORD	\$2,525.00
64	1FDJE30M3RHB41973	918 FXX	ALS	1994	E350	FORD	\$2,525.00
65	1FDJE30F9SHA73153	350 HBM	ALS	1995	E350	FORD	\$2,525.00
66	1FDJE30F6THA79929	832 HKJ	ALS	1996	E350	FORD	\$2,525.00
68	1FDJE30M9RHB17032	832 FRX	ALS	1994	E350	FORD	\$2,525.00
70	1FDWE35F03HB28315	900 RZF	ALS	2003	E350	FORD	\$2,525.00
72	1FDJE30F0THA79926	959 HZB	ALS	1996	E350	FORD	\$2,525.00
73	1FDJE30M4PHA86799	707 PJG	ALS	1993	E350	FORD	\$2,525.00
74	1FDWE35F33HA82060	874 RBB	ALS	2003	E350	FORD	\$2,525.00
75	1FDJE30M0RHB41977	076 GBX	ALS	1994	E350	FORD	\$2,525.00
76	1FDWE35P04HB29037	239 STM	ALS	2004	E350	FORD	\$2,525.00
77	1FDJE30M4RHB41951	401 PBD	ALS	1994	E350	FORD	\$2,525.00
78	1FDJE30F7VHA60079	736 JPP	ALS	1997	E350	FORD	\$2,525.00
79	1FDWE35FX3HA74280	784 RBB	ALS	2003	E350	FORD	\$2,525.00
80	1FDWE35PX4HA48806	750 RYG	ALS	2004	E350	FORD	\$2,525.00
81	1FDJE30F3SHA71060	647 GPE	ALS	1995	E350	FORD	\$2,525.00
82	1FDJE30F4SHA71066	646 GPE	ALS	1995	E350	FORD	\$2,525.00
83	1FDJE30F4SHA71052	312 PHF	ALS	1995	E350	FORD	\$2,525.00
84	1FDWE35P84HB28718	939 SPW	ALS	2004	E350	FORD	\$2,525.00
85	1FDJE30F8SHA57171	241 KBA	ALS	1995	E350	FORD	\$2,525.00
86	1FDJE30F2THA79930	516 HYY	ALS	1996	E350	FORD	\$2,525.00
87	1FDWE35P84HA48805	151 RYW	ALS	2004	E350	FORD	\$2,525.00
89	1FDJE30FXSHA57169	772 GYT	ALS	1995	E350	FORD	\$2,525.00
91	1FDJE30F7SHA73152	430 HFX	ALS	1995	E350	FORD	\$2,525.00
94	1FDWE35P84HA69427	600 SCJ	ALS	2004	E350	FORD	\$2,525.00
95	1FDWE35P64HB38647	618 STM	ALS	2004	E350	FORD	\$2,525.00
97	1FDJE30F0VHA60084	421 JWZ	ALS	1997	E350	FORD	\$2,525.00
98	1FDJE30F2THA79927	103 HZB	ALS	1996	E350	FORD	\$2,525.00
99	1FDJE30F8THA79933	960 HZB	ALS	1996	E350	FORD	\$2,525.00

EXHIBIT D
Mercy, Inc., dba AMR
Option to Lease Ambulances, Facilities and Equipment

MONTHLY FACILITIES RENTAL AMR-LAS VEGAS

Crosswinds Apts.	SUB	\$700.00
Crown Communications	RR	\$969.57
Crystal Cove Apts.	SUB	\$730.00
Diamond Sands Apts.	SUB	\$739.00
Eagle Crest Apts.	SUB	\$850.00
First Presbyterian Church	PARKING	\$1,500.00
Highland 2000-LLC	ADMIN	\$57,958.00
L J Melody Co.	ADMIN	\$46,012.40
Laughlin Properties	SUB	\$650.00
Marnell Corrao Associates	RR	\$1,200.00
Pinnacle Towers	RR	\$760.25
Sundance Shores	SUB	\$2,500.00
Wildflower Apts.	SUB	\$520.00

<u>RR</u>	RADIO REPEATER SITE RENTAL
<u>SUB</u>	SUBSTATION
<u>ADMIN</u>	FACILITIES, ADMINISTRATION, COMMUN. CENTER, FLEET SERVICES, SUPPORT SERVICES
<u>PARKING</u>	PARKING FACILITIES

MONTHLY COMMUNICATIONS EQUIPMENT LEASE

Radio & Comm - Operating	\$7,897.75
Radio & Comm - Repair	\$1,185.53
Language Line	\$256.20
Computer Software/Hardware	\$15,707.46
	\$25,046.94