

**FRANCHISE AGREEMENT
FOR THE PROVISION OF NON-EMERGENCY AMBULANCE SERVICES
BETWEEN THE CITY OF LAS VEGAS AND OPTIMUMEDICINE LLC**

THIS FRANCHISE AGREEMENT (hereinafter referred to as “Agreement” and/or “Franchise”) is made and entered into by and between the City of Las Vegas, a political subdivision of the State of Nevada, (hereinafter referred to as “City”), and OptimuMedicine LLC, a Nevada limited liability company d/b/a Optimum EMS (hereinafter referred to as “Franchisee”). The City and the Franchisee may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to LVMC 6.08.070, Franchisee submitted an application to the City for a Franchise, and the City processed the application pursuant to the provisions of LVMC 6.08.080; and

WHEREAS, at the time of Franchisee’s application for an ambulance services franchise, Franchisee held a business license to provide Special Event Medical Service within the City, and continues to do so pursuant to its business license; and

WHEREAS, the Chief of Las Vegas Fire and Rescue believes that a need still exists for the provision of nonemergency transport ambulance services, in addition to the ambulance services provided by existing franchisees; and

WHEREAS, due to Franchisee’s mutual aid obligations a part of this Franchise, Franchisee will be required to meet certain emergency ambulance transport services requirements; and

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

WHEREAS, the City 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; and

WHEREAS, Franchisee acknowledges and agrees that Las Vegas Fire and Rescue (“LVFR”) is the sole provider of first responder emergency medical services, that LVFR provides all first responder advanced life support services within the City, and that LVFR is the primary provider of prehospital care and patient transport services for responses dispatched via the 911

system; and

WHEREAS, Franchisee further acknowledges and agrees that Mercy, Inc. d/b/a American Medical Response (“AMR”) is the primary backup provider of first responder emergency medical services and prehospital care and patient transport services for responses dispatched via the 911 system within the City of Las Vegas pursuant to a Franchise Agreement for Ambulance Services Between the City and AMR, effective June 1, 2025 (the “AMR Franchise”); and

WHEREAS, Franchisee acknowledges and agrees that the City utilizes single transport-capable unit response and that LVFR will be dispatched as the primary provider to all Alpha, Bravo, Charlie, Delta, Echo and Omega Priorities 1 through 5 responses and to all traffic accidents within the City with AMR serving as the primary backup provider and Franchisee serving as an additional backup provider when LVFR and AMR are unable to respond a transport-capable unit to Alpha, Bravo, Charlie, Delta, Echo and Omega Priorities 1 through 5 or traffic accident responses; and

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

WHEREAS, in the performance of the terms of this Franchise, Franchisee is required to purchase, finance, and maintain suitable vehicles and equipment as required to meet the performance requirements of this Franchise; and

WHEREAS, the City was willing to negotiate and consider this new Franchise, and the City and Franchisee desire to enter into this Franchise.

NOW THEREFORE, based upon good and sufficient consideration as provided herein, the City and Franchisee mutually agree as follows:

AGREEMENT

1. DEFINITIONS

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

1.1 “Ambulance Service Ordinance” means Las Vegas Municipal Code, Title 6, Chapter 8, as it may be amended from time to time.

1.2 “Franchise” means this written Agreement between the City and Franchisee, evidencing the City’s authorization for Franchisee to provide Ambulance Services and describing the terms and conditions of the Franchise, and together with all exhibits or appendices attached hereto.

1.3 “911-Dispatched Ambulance Service” means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the Fire Alarm Office (hereinafter referred to as the “FAO”).

1.4 “Fire-Based Community Health Programs” means any LVFR program that addresses a medical, behavioral health, social, legal, or environmental threat to the health and wellness of the citizens and visitors of Las Vegas. As an overarching goal, these programs match the needs of the patients with the appropriate level of healthcare.

Fire-Based Community Health Programs and Mobile Integrated Healthcare include, but are not limited to the following services:

- Utilization of a medical professional for advice for low acuity 911 calls.
- Patient-centered healthcare navigation.
- Community risk-reduction strategies.
- Medication reconciliation.
- Provision of preventative care, health screening, and education.
- Provision of alternative yet appropriate responses for low acuity calls to the 9-1-1 center.
- Provision of alternative modes of transport.
- Post-discharge healthcare navigation.
- Post-discharge follow up and disease management.
- Hospital readmission avoidance.
- Hospice care support and collaboration.
- Long-term care facility support and collaboration.
- Chronic disease management.
- Coordination of outpatient care.
- Fall-reduction strategies.

1.5 “Mobile Integrated Healthcare” means the delivery of patient-centered healthcare in the out-of-hospital environment utilizing technology and mobile prehospital professional resources to address the needs of the community.

1.6 “Non-Emergency Critical Care Ambulance Service” means: 1) prearranged non-911 dispatched ambulance service provided to patients with non-life-threatening conditions that does not require the use of lights and sirens, including without limitation nonemergency ambulance service requested at special events and other non-911-dispatched ambulance service requests that would be categorized as nonemergency transfers or level 33-A calls (as that term is approved and endorsed by the Health District) when processed through EMS priority dispatch protocol; or 2) inter-facility ambulance transport service as defined by a franchisee’s agreement and/or the ordinance.

1.7 “Pilot Programs” are specific opportunities for improvement of non-emergency ambulance services that are not considered approaches that are conducted in perpetuity but that

are consistent with the Ambulance Service Ordinance and the requirements under this Franchise. Pilot programs allow the residents/visitors to the City of Las Vegas to receive innovative services during the term of this Agreement. Any Pilot Program implemented would need to be agreed upon in writing by and between the Franchisee and the City (to include the Fire Chief and the City of Las Vegas Medical Director). Notwithstanding the foregoing, Franchisee acknowledges (i) that approval for a Pilot Program may either (x) require review and approval of the City Council, or (y) the City Manager for the City of Las Vegas may determine that it is in the best interest of the City to submit such Pilot Program request for review and approval by City Council, and (ii) such review and approval may take more than thirty (30) days in order to comply with the required and customary procedures for obtaining approval of City Council. In such cases, the parties shall comply with the required processes of submitting Pilot Programs for review and approval by City Council. Pilot Programs will typically be conducted a minimum of 90 to a maximum of 180 days. Metrics would be collected for the duration of the pilot.

2. GRANT OF FRANCHISE

2.1 Subject to all terms and conditions of this Franchise and all provisions of the Ambulance Service Ordinance, the City hereby grants to Franchisee a non-exclusive Franchise for Ambulance Services and to use the rights-of-way for that purpose. The granting of this Franchise shall not impart to the Franchisee any vested ownership right or ownership interest in any rights-of-way or City property, notwithstanding the right to use City rights-of way or City property to provide its Ambulance Services.

2.2 Franchisee may provide limited 911-Dispatched Emergency Ambulance Services, but only to the extent permitted by Paragraph 2.3 and Paragraph 8, herein.

2.3 If the City declares AMR to be in default of the AMR Franchise, Franchisee may provide 911-Dispatched Emergency Ambulance Services in all incorporated areas of the City during a time period determined by the Fire Chief, provided the following occur:

First, the Fire Chief must request the Franchisee provide such 911-Dispatched Emergency Ambulance Services for a time period not to reasonably exceed the period of time it takes AMR to cure its default, or for City to secure another permanent 911-Dispatched Emergency Ambulance Service provider. Second, the Franchisee agrees in writing to provide 911-Dispatched Emergency Ambulance Services and to be bound to the terms, conditions and provisions of the AMR Franchise for such period of time. If the Franchisee desires to apply to become a permanent 911-Dispatched Emergency Ambulance Service provider within the City, it may do so during the pendency of such period of time, but acting in the role of temporary provider does not guarantee that the City Council will select the Franchisee to become a permanent 911-Dispatched Emergency Ambulance Service provider.

Franchisee shall not self-respond/self-dispatch to emergency events, but Franchisee is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be a medical emergency. If such a response occurs, Franchisee will notify the FAO as soon as reasonably possible. To clarify this obligation, Franchisee shall not monitor police or fire calls and respond to an emergency unless appropriately dispatched, but if

personnel of Franchisee see a person that appears to be experiencing a medical emergency, the City expects that the Franchise's personnel will assess the situation and provide appropriate medical care.

2.4 The City of Las Vegas reserves and retains the right to provide non-emergency medical services, integrated health and community outreach programs in the Franchise Service Area (hereinafter referred to as "FSA") as defined below. LVFR will implement Fire-Based Community Health Programs during the term of this Franchise which will include Mobile Integrated Health Services. Franchisee may be invited to participate and collaborate in identified services. This Franchise does not permit Franchisee to provide new system medical and outreach programs, unless approved in advance by the LVFR Medical Director. Approval will not be unreasonably withheld or delayed.

3. RELIANCE UPON APPLICATION

In entering this new Franchise with Franchisee, the City relied on the information provided by Franchisee in its initial application, its updates thereof and its current Franchise performance. Franchisee agrees that all statements, representations and warranties provided in its initial application are true and correct to the best of Franchisee's knowledge at the time of submission, and further agrees that the City's grant of Franchise may be revoked upon discovery of any material misstatement of fact contained therein.

4. TERM AND EFFECTIVE DATE OF FRANCHISE

4.1 This Franchise is adopted and effective as of the date upon which the last Party executes this Franchise (the "Effective Date"). However, the Parties acknowledge that the Franchisee requires an amount of time for Franchisee to meet the conditions and obligations of this Franchise, such that the date upon which the Franchisee must fulfill its obligations pursuant to this Franchise and become fully operational commences at 12:01 a.m. on September 1, 2026 (the "Operational Date"). The Franchisee understands that it may not begin ambulance operations at any point before the Operational Date.

This Franchise shall remain in full force and effect for a period of five (5) years, from the Operational Date, subject, however, to Subsection 4.2 and the default and termination provisions herein. Additionally, either Party may terminate this Franchise without cause and without penalty with one hundred eighty (180) days prior written notice to the other Party.

Notwithstanding the above, the Parties acknowledge the following obligations of this Agreement shall be effective as of the Effective Date: 1, 3, 4, 14, 15.1, 15.2, 15.5, 18, 20, 21, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42.

4.2 Franchisee may request, and the City Council may grant, no more than two (2) extensions of this Franchise. The first extension may be granted for no more than three (3) additional years, and the second extension may be granted for no more than two (2) additional years, in accordance with the following procedure:

4.2.1 No less than one calendar year prior to the natural termination of this Franchise, or any extension thereof, Franchisee shall submit to the City Manager a written request for City Council consideration to extend the term of the Franchise;

4.2.2 The City Manager may accept the request, reject the request or require Franchisee and the Fire Chief to negotiate terms acceptable to the City prior to presenting an item to the City Council for consideration of the extension of the Franchise;

4.2.3 If the City Manager accepts the request for an extension without amendment, or Franchisee and the Fire Chief have agreed to mutually-acceptable terms for amending the Franchise prior to extending the Franchise, the City Manager shall place an item on a City Council agenda for consideration of such request.

4.3 For each calendar year, if Franchisee does not achieve annual 90% response time compliance for all Priority 11 subcategory calls combined, then any remaining portion of the term of this Franchise may be reduced at the City's sole discretion by one calendar year as of the 1st of January immediately following the calendar year of nonconformance.

4.4 The Fire Chief, or designee, shall send Franchisee written notice of response time compliance or noncompliance during the preceding calendar year no later than March 1 each year in accordance with the notice procedures of this Franchise.

5. FRANCHISE SERVICE AREA

Franchisee shall provide Ambulance Services within the FSA. The FSA is defined in Exhibit "3" hereto, as those areas are increased or reduced to accommodate new territory annexed or territory divested by the City.

6. RESPONSIBILITIES OF LVFR AND FRANCHISEE

6.1 Franchisee acknowledges and agrees that LVFR shall be the sole provider of pre-hospital first responder ambulance service and ambulance transportation services to traffic/transportation incidents and emergency calls dispatching the appropriate fire department resource within the FSA and AMR is the primary backup provider of such services.

6.2 LVFR reserves the right to provide, and to allow AMR as its primary backup provider to provide, emergency and non-emergency ground Ambulance Service itself to include mental health emergencies, Advanced Life Support ("ALS"), Basic Life Support ("BLS"), Intermediate Life Support ("ILS"), Inter-facility, Critical Care Transports ("CCTs"), stand-by coverage for special events and Mobile Integrated Health Care responses.

6.3 Franchisee shall provide supplemental services to assist LVFR in meeting its need for ALS, ILS and/or BLS responses with sufficient resources to jointly meet the system-wide demand for service and achieve the system response time goals.

7. AMBULANCE SERVICE REQUIREMENTS

7.1 Franchisee will respond to requests for service as required by this Franchise and the Ambulance Service Ordinance and will cooperate to the fullest extent practicable with the LVFR Medical Director, LVFR employees and all emergency services system stakeholders, e.g., emergency services personnel, physicians and hospital personnel engaged in rendering treatment to sick or injured persons.

7.2 Franchisee shall provide Ambulance Services twenty-four (24) hours of each day of every year without interruption throughout the term of the Franchise utilizing as many ambulances as necessary to meet the performance standards.

7.3 All of the Franchisee's ambulances shall, at all times during this Franchise, provide personnel and equipment at a life support appropriate to each transport, in accordance with the Health District's regulations, and operate in accordance with the Ambulance Service Ordinance and all other applicable laws and regulations.

7.4 Franchisee acknowledges the incident command and control procedure implemented by LVMC 6.08.160. In addition, Franchisee must participate in the LVFR Incident Command System ("ICS") standard operating procedures. LVFR reserves the right, in its sole discretion, to provide ALS services to a patient utilizing the City's own paramedics.

7.5 Franchisee shall require its employees, including emergency medical technicians, paramedics, supervisors, dispatchers and management personnel to adhere to LVFR's ICS procedures, including without limitation successfully completing Incident Command System (ICS) 100 & 200 training. Ambulance crews and other personnel shall participate in and fully comply with accountability procedures when involved in any incident in which the incident commander requires them to use the accountability system.

7.6 Franchisee may not use any of the City EMS system infrastructure or City factors of production owned by or leased from the City and which is utilized to provide or enhance services provided by Franchisee pursuant to this Franchise for any other purpose, unless Franchisee first presents a plan to the City, which includes a method of fairly allocating and offsetting costs, and receives approval by the City to do so. Under no circumstances will outside obligations interfere with meeting Franchisee's obligations to the City under the terms of this Franchise.

7.7 Franchisee and the City, in cooperation with the City of North Las Vegas and the County, will implement and maintain an electronic patient care reporting system ("ePCR") of the City's choice, which is capable of interfacing with and capturing common data sets of the ePCR reporting systems of the LVFR and the fire departments of the City of North Las Vegas and the County.

An ePCR form is required to be completed for all patients for whom care is rendered at the scene, inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

7.8 Public Safety Stand-by Service.

7.8.1. Upon request by the FAO, Franchisee shall, at its cost, respond to emergency incidents involving a potential danger to public safety agencies requesting assistance or the general public.

7.8.2. Other community service oriented entities may request stand-by coverage from Franchisee. Franchisee is encouraged to provide such non-dedicated standby coverage for these events as available and consistent with its deployment model.

7.9 Ambulance Services provided by Franchisee shall be provided without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sex, sexual orientation, age, gender identity or expression, or ability to pay.

7.10 Franchisee shall provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in the FSA pursuant to the Ambulance Service Ordinance and this Franchise. Franchisee acknowledges that the City shall not provide ambulances, clinical equipment or supplies to Franchisee. All costs associated with the services referenced herein shall be the sole responsibility of Franchisee, unless otherwise stated.

7.9 Deployment Planning.

7.9.1 Prior to the Operational Date, Franchisee shall gain approval from the Fire Chief of a deployment plan for Ambulance Service within the FSA. Among other things as required by the Fire Chief, Franchisee will establish definitive hours of operations as well as unit designators as part of the deployment plan. The plan will be reviewed and approved by the Fire Chief and may be modified by Franchisee to satisfy operational response time requirements upon approval by the Fire Chief. Franchisee shall adopt the deployment plan using Franchisee staffing only.

7.9.2 The approval of such deployment plan will not be construed as acceptance of any particular level of effort, nor will it excuse any failure of Franchisee to achieve response time, clinical or financial performance. Any deviation from the current approved plan that results in a substantial (5% or more) reduction in unit hour deployment shall be submitted in advance to the Fire Chief for review and approval prior to implementation, so that the City and Franchisee have the ability to plan for any potential changes in responses. For clarity, Franchisee may adjust in real time daily unit hour staffing to manage employee sick call offs, additional surge call volume, major community events or conferences, weather related events, etc., without seeking prior approval from the Fire Chief.

8. MUTUAL AID TO OTHER AMBULANCE SERVICE PROVIDERS

8.1 As a condition of the Franchise granted herein, Franchisee agrees to provide mutual aid for emergency incidents (and at the Franchisee's discretion for non-emergency incidents) to

all other ambulance franchisees of the City, to LVFR and the fire departments of the City of North Las Vegas and Clark County. Franchisee agrees to provide such aid for emergency incidents (and at the Franchisee's discretion for non-emergency incidents) that:

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

8.1.2 Because of the circumstances of the emergency incident, require additional ambulance service;

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 with another ambulance service provider franchised by the City as provided by Paragraph 8.2 herein.

8.2 Mutual Aid Agreements

8.2.1 Franchisee may enter into mutual aid agreements with other ambulance service providers franchised by the City to: 1) utilize another provider's units to occasionally respond to Franchisee's calls within the FSA; 2) respond to 911-Dispatched Emergency Service calls on behalf of a franchisee that is authorized to respond, without limitation, to 911-Dispatched Emergency Service calls pursuant to that franchisee's franchise, or 3) respond to non-emergency calls on behalf of another ambulance service provider.

8.2.2 Prior to the Franchisee providing or receiving mutual aid from another franchised provider as described at 8.2.1, above, the Franchisee shall enter into an agreement with the provider(s) with which the Franchisee will engage. Such mutual aid agreement must be reviewed and approved by the City Manager, prior to providing or receiving such mutual aid.

8.2.3 Mutual aid may be utilized to augment, but not replace, the services that the City is requiring from its franchisees. This paragraph does not act to prevent Franchisee from providing mutual aid to LVFR, the City of North Las Vegas, or Clark County.

8.3 Any provision of mutual aid by the Franchisee on behalf of another shall be provided at the level of service that is required of the franchisee requesting the mutual aid.

8.4 In every case, Franchisee will be held accountable for the performance, including response times, of any authorized mutual aid provider used, and the Franchisee shall pay any and all penalties that accrue during the mutual aid response by the other provider.

8.5 Franchisee will provide a monthly report of mutual aid given and received in a format approved by the City.

9. COOPERATION ON EMERGENCY AND TRAINING

9.1 Franchisee shall, to the fullest extent possible, cooperate with the County's Office

of Emergency Management, and shall comply with the City's Emergency Plan, including, but not limited to, providing ambulance service for mass-casualty incidents ("MCI"), and providing ambulances and personnel for emergency training purposes.

9.2 Franchisee shall dispatch a supervisor, or higher level personnel, to any MCI or wide-scale emergency incident or disaster in the City to assist the on-scene Incident Commander.

9.3 Franchisee shall participate in training and rehearse on the National Incident Management System and the Health District Mass Casualty Plan every two years, and shall provide upon request by the City verification that such training has been provided.

9.4 Franchisee shall be actively involved in planning for and responding to any MCI, mass gathering, wide-scale emergency incident or disaster or special event for which Franchisee is licensed and is providing special event coverage, within the FSA. Franchisee shall be required to participate in the City's EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans.

9.5 Franchisee will participate in the City's EMS Continuous Quality Improvement and Peer-Review processes when requested by the Fire Chief.

10. FLEET AND EQUIPMENT

10.1 Ambulance Fleet

10.1.1 Franchisee shall adequately maintain all vehicles used in the performance of this Franchisee.

10.1.2 Prior to the Operational Date, Franchisee shall provide LVFR with a fleet listing, inclusive of all reserve vehicles. This list shall be updated and provided to LVFR annually prior to December 1 of each year. At a minimum, the fleet listing shall include the vehicle identification numbers and address and telephone number of the lien holder(s).

10.1.3 Franchisee's ambulance fleet shall meet the following minimum standards:

10.1.3.1. No ambulance shall have cumulative mileage of more than 300,000 miles.

10.1.3.2. All ambulances shall meet Federal Specification KKK-1822F or National Fire Protection Association (NFPA) 1917, as amended time to time, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture. Certain exceptions to such standards may be approved by the Fire Chief. If a Franchisee proposes exceptions to either standard, the proposed exception must be presented to the Fire Chief, in writing, and it is the responsibility of Franchisee to justify the recommended changes. The Fire Chief will make a final determination, pursuant to all adopted laws and regulations, and that determination is final.

10.1.4 All ambulances must be specified and constructed to transport two (2) patients, one (1) Franchisee attendant and one (1) LVFR first responder in the patient compartment and one (1) family member in the front passenger seat as well as the driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. Additionally, each ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.

10.1.5 All ambulances must comply with Environmental Protection Agency diesel emissions standards in effect on the date of manufacture.

10.1.6 All ambulances shall use standard colors, emblems, and markings, as required by existing Federal and State standards and City requirements.

10.2 **Fleet Safety**

10.2.1 Franchisee shall institute and maintain a fleet safety program that shall address, at a minimum, the following:

10.2.1.1 Driver education and vehicle operations;

10.2.1.2 Systems designed to improve safety, "low forces" and other driving, training and monitoring systems;

10.2.1.3 Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents;

10.2.1.4 Providing appropriate child restraint systems for pediatric patients;

10.2.1.5 Vehicle monitoring and record keeping systems; and

10.2.1.6 Fleet maintenance procedures designed to promote and enhance safety.

10.3 **Equipment and Supplies for Emergency Life Support Services**

10.3.1 Franchisee shall provide all facilities, equipment, material, and supplies, necessary to provide the required services and maintain a neat, clean, and professional appearance of equipment and facilities; and shall ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment.

10.3.2 Franchisee shall use the same or compatible patient care equipment as required by the Health District's Official Air Ambulance, Ground Ambulance, and Firefighting Inventory and the Official Paramedic Drug Inventory.

11. COMMUNICATION EQUIPMENT, COMPUTER-AIDED DISPATCH (“CAD”) AND AUTOMATED VEHICLE LOCATION (“AVL”) SYSTEMS

11.1 Communication Equipment

Franchisee shall furnish and maintain dispatch communications equipment and radio consoles, 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 “Communications System”).

11.1.1 Compliance with Laws

11.1.1.1 Prior to the Operational Date, Franchisee shall install, provide, operate, and maintain an ambulance dispatch center, a telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system.

11.1.1.2 Franchisee must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the Franchise.

11.1.2 Communication System Requirements

Franchisee shall comply with the following requirements concerning the installation, use, operation, and maintenance of their Communications System:

11.1.2.1 Prior to the Operational Date, Franchisee shall obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Communications System, which are necessary to provide the required services.

11.1.2.2 Prior to the Operational Date, Franchisee shall provide documentation describing in detail the operational design for the Communications System and methods proposed for dispatching ambulances.

11.1.2.3 At all times during the pendency of this Franchise and any extensions thereto, Franchisee shall maintain a radio communication system capable of interagency communications.

11.1.2.4 Franchisee’s dispatch center must be equipped with a secondary emergency back-up electrical system to ensure uninterrupted 24/7 service.

11.1.2.5 Franchisee shall upgrade its Communications System with comparable and compatible technology if and when upgrades are made to the FAO. If upgrades

are contemplated by the City and/or FAO, the City shall notify Franchisee a reasonable time before such upgrades occur to permit Franchisee to upgrade its Communications System contemporaneous with upgrades by the FAO. Franchisee is solely responsible for all costs associated with upgrades of interfaces to assure compliance with future communication system upgrades.

11.2 800 MHz Countywide Southern Nevada Area Communications Council (“SNACC”)

11.2.1 Franchisee shall communicate with fire agency responders and the FAO over the SNACC 800 MHz trunked radio system at its cost.

11.2.2 Franchisee shall pay for its proportionate use of the 800 MHz trunked radio systems to SNACC as currently required by SNACC.

11.3 **AVL/CAD**

During the pendency of this Franchise and any extensions thereto, Franchisee shall utilize, whether through purchase, lease or other contractual arrangement, a CAD system to record real-time dispatch information and an AVL system to monitor the location and status of each party’s units deployed at all times. Franchisee shall be responsible for any and all costs associated with integrating its AVL with LVFR and FAO. Both CAD and AVL systems must fully interface with the FAO’s CAD and be capable of:

11.3.1 Daily clock synchronization with the atomic clock;

11.3.2 Integrating Franchisee’s emergency and non-emergency resources onto the FAO’s dispatching consoles;

11.3.3 Indicating all system resources available status and location in real-time;

11.3.4 Sending and receiving electronic dispatch information, instructions, and call status;

11.3.5 Complete reliability (defined as operational at greater than 99%) for all Ambulance Services;

11.3.6 Unrestricted access rights for LVFR and FAO to real-time data maintained by the CAD system as necessary to analyze demand and determine deployment procedures;

11.3.7 Unrestricted access rights for the LVFR Medical Director or designee, or the FAO to monitor the location and status of all Franchisee units at all times;

11.3.8 Refreshing the AVL and GPS information no less than every five (5) seconds; and

11.3.9 Availability and operability for all emergency and non-emergency call for service.

11.4 Franchisee shall furnish at its own cost, and operate through its Communications System, a syndromic bio-surveillance and regional data management system as approved by the LVFR.

11.5 **Electronic Data System**

11.5.1 Franchisee's electronic data system shall be capable of capturing and reporting common data elements used within the EMS system. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to medical priority dispatch questioning, and provision of pre-arrival instruction.

11.5.2 Franchisee's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:

11.5.2.1 Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.

11.5.2.2 Out of chute response times by crewmembers.

11.5.2.3 On-scene times.

11.5.2.4 Hospital drop times by crewmembers.

11.5.2.5 Emergency and non-emergency responses by hour and day.

11.5.2.6 Dispatch personnel response time reports.

11.5.2.7 Canceled run report.

11.5.2.8 Demand analysis report.

11.5.2.9 Problem hour assessment. Call mode by hour and day.

11.5.2.10 Ambulance alert exception report.

11.5.3 Franchisee shall fully complete a manual "dispatch card" in a form approved by the Fire Chief for each dispatch of an ambulance if the computer is inoperable. Franchisee's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system within twenty-four hours of operational service.

11.6 **Backup Systems and Disaster Recovery**

11.6.1 Franchisee's Communications System shall have an uninterruptible power supply to ensure no interruption of critical functions.

11.6.2 The backup power system shall be tested weekly by cutting power and running on standby and generator power. In addition, the Communications System shall maintain a backup server, which can be brought on-line in the event of a catastrophic server failure.

11.6.3 As additional security, all databases shall be backed-up again at an off-site location where a separate computer dispatch system shall be online at all times.

11.7 Franchisee will cooperate with the Nevada State Health Division or its designee with the development of regulations to track hospital wait times.

11.8 Franchisee and LVFR shall have view only access and visibility in real-time to each other's CAD and deployment of resources, i.e., ambulances, engines and rescues.

11.9 Franchisee shall identify all in-service ILS-staffed ambulances on a real-time basis on the Franchisee's AVL/CAD system such that the City/FAO can easily identify any ambulance staffed with ILS-level care providers on such AVL/CAD system. Prior to staffing any ambulance with ILS-certified care providers pursuant to Section 7.4 and Section 7.5, the Franchisee must receive written approval from the Fire Chief after his review of the City's AVL/CAD system to ensure that ILS-staffed ambulances are easily identifiable.

11.10 Franchisee shall identify all in-service BLS-staffed ambulances on a real-time basis on the Franchisee's AVL/CAD system such that the City/FAO can easily identify any ambulance staffed with BLS-level care providers on such AVL/CAD system. Prior to staffing any ambulance with BLS-certified care providers pursuant to Section 7.4 and Section 7.5, the Franchisee must receive written approval from the Fire Chief after his review of the City's AVL/CAD system to ensure that BLS-staffed ambulances are easily identifiable.

11.11 Franchisee shall ensure that the level of care provided is easily identified on the outside of the actual units by placards, a numbering system or plain text.

12. REPORTS

Franchisee shall comply with the reporting requirements delineated by Exhibit "1," which is attached hereto.

13. RESPONSE TIME COMPLIANCE

13.1 Response Time Performance Expectations

13.1.1 The City does not limit Franchisee's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements specified herein is the result of Franchisee's expertise and methods, and therefore is solely Franchisee's responsibility. Successful performance of the Ambulance Services shall in part be based on Franchisee's compliance with the response time requirements set forth herein.

13.1.2 Response times are a combination of dispatch, operations, and field operations. Therefore, an error in one phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance).

13.1.3 Appropriate response time performance is the result of a coordinated effort

of total operations, and therefore, is solely the responsibility of Franchisee. An error or failure in one portion of Franchisee’s operation does not excuse performance in other areas of operation.

13.1.4 Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, Franchisee will use its best effort to minimize variations or fluctuations in response time performance according to time of day, day of the week, or week of the month.

13.1.5 Since Franchisee is the provider of Ambulance Services, patients and healthcare facilities rely on Franchisee to provide timely inter-facility and non-emergency medical ambulance transportation. The downstream cost to these facilities of poor non-emergency performance is enormous. Therefore, Franchisee will be required to meet or exceed response time criteria for non-emergency ambulance responses as well as emergencies.

13.2 Response Time Requirements

13.2.1 Franchisee shall meet the following maximum response time throughout the FSA for non-emergency services:

Priority 11 Subcategories	Definition	Maximum Response Time (Minutes)	Excessive Response Time (Minutes)
<u>Urgent</u>	Immediate transfer requests for critical patients needing higher level of care at another facility	19:59	Exceeds response time by more than 10 minutes
<u>Scheduled</u>	Pre-Scheduled transports with 4 hours’ prior notice from facility	Scheduled time	Exceeds scheduled time by more than 30 minutes
<u>Unscheduled</u>	Unscheduled transfer request from facility	59:59	Exceeds response time by more than 30 minutes

13.2.2 Franchisee shall meet a monthly ninety percent (90%) compliance standard for all Priority 11 Subcategories combined.

Compliance is achieved when 90% or more of responses for all Priority 11 Subcategories combined meet the specified response time requirements within the FSA for a calendar month.

13.2.3 The delineation of an “excessive response time” in the above response time charts shall only be used to indicate when a certain level of liquidated damages shall be paid by

Franchisee to the City. The maximum response time for purposes of Franchisee's obligations above are those times delineated under the chart heading "maximum response time."

13.3 **Priorities**

13.3.1 **Priority Classification Definitions**

Response Priorities are defined according to a standard presumptive priority dispatch protocol approved by the LVFR Medical Director. The International Academies of Emergency Dispatch Medical Priority Dispatch System (IAED), version 14, as amended from time to time, or protocols currently in use by the FAO will be used for response time compliance reporting. For the purpose of response time calculations, responses are prioritized according to the tables found at paragraph 13.2.

13.3.2 **Description of Priority Classifications**

Franchisee shall be required to meet specified response times. The call classification as non-emergency is accomplished by presumptive prioritization in accordance with the current IAED, version 14, as amended from time to time, or protocols currently in use, as approved by the LVFR Medical Director. The descriptions and response time requirements for Franchisee follow:

13.3.2.1 **Priority 11: Urgent, Scheduled and Unscheduled Transfers**

If a response request for a non-emergency transfer is received by the FAO and transferred to Franchisee, or if the request for a non-emergency transfer is received by Franchisee's dispatch center, Franchisee shall perform within the specified response time not less than 90% of all response requests as measured within any calendar month.

Regardless of where the request for a non-emergency transfer is received (either by the FAO or Franchisee's dispatch center), in the event Franchisee is unable to meet the established maximum response time for Priority 11 request for service, Franchisee shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Such notification and reasons for delay shall also be documented in the electronic notes of the call. Notification of the individual or organization does not reduce or eliminate liquidated damages for such delays and the original response time requirements will be used to calculate any damages. Franchisee shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services. Franchisee shall submit a report containing an explanation for responses that fail to meet the response time standards of the City.

13.3.2.2 Scheduled Transfers will include those appointments for non-emergency transfers in which a request is made at least four hours (4:00) prior to the requested appointment time. If the caller subsequently requests a revision of the appointment time less than four hours before the appointment, the appointment may be adjusted. If the request is for an earlier time, Franchisee will arrive at the earlier of the original appointment or the unscheduled response

time of 59:59. If the transport is rescheduled to a later time, that is less than one hour later than the original appointment, Franchisee will arrive on time for the new appointment. If the request is changed to a time later than one hour after the original appointment, the response will be deemed an Unscheduled Transport and the appropriate response time standard shall be applied.

13.3.3 For every call in every presumptively defined category not meeting the specified response time criteria, Franchisee will submit a written report on a monthly basis in a format approved by the Fire Chief, documenting the cause of the late response and Franchisee's efforts to eliminate recurrence.

13.4 **Response Time Measurement**

13.4.1 The following methodology shall be used to measure Franchisee response times:

13.4.1.1 **Response Time Clock**

(a) For purposes of measuring response times, the official LVFR "clock" will be the time displayed by the Computer Aided Dispatch (CAD) system in use at the FAO;

(b) Franchisee shall assure that the ambulance CAD clock is continuously and accurately synchronized with the FAO CAD;

(c) The average difference in clock time shall never exceed four tenths (4/10) of a second; and

(d) Methods utilizing GPS satellites, the atomic clock and/or direct interconnection may be used; however, Franchisee will be responsible for providing all hardware, software and communications services to accomplish this requirement.

13.4.1.2 **Time Intervals for Priority**

(a) Response times for Priority 11 Urgent and Unscheduled responses shall begin with the time the call is received on Franchisee's Communications System CAD terminal.

(b) Priority 11 Scheduled response times shall begin with the scheduled time.

(c) For all priorities, the response time clock shall be stopped when Franchisee's ambulance or authorized mutual aid ambulance transmits the "unit arrived on scene" status signal to CAD.

(1) Such transmission shall not be made until the ambulance unit actually arrives at the specific address or location dispatched with a speed of zero

(0) miles per hour.

(2) 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.

(3) Arrival on the scene of Franchisee supervisor's vehicle shall not stop the response time clock.

(4) Arrival at incident means the moment an ambulance crew notifies the FAO that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.

(5) 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.

(6) The LVFR 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.

13.4.1.3 For all responses Franchisee shall report the "on scene" CAD time stamp as the "on scene" time. If the CAD "on scene" time stamp is nonexistent or Franchisee believes it to be inaccurate, Franchisee may request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for verifying the on scene time, by either Franchisee or the City shall be:

(a) the CAD time stamp,

(b) the verbal on scene, and

(c) the time the Automatic Vehicle Locator (AVL) system documents the ambulance being on scene with speed of zero (0) miles per hour. For the purposes of this Franchise, valid AVL data is defined as a data report demonstrating date of service for a particular unit, GPS coordinates consistent with the call location for a particular unit, vehicle number, and a vehicle speed of zero miles per hour and time of this data transmission.

13.4.1.4 In the event of a conflict between any of the times described at 13.4.1.3, resolution of the conflict shall be made by ranking the documents in the following order: First, CAD time stamp, second, AVL system time, and third, verbal on scene time only when the verbal on scene time is documented in Franchisee's CAD electronic notes and further documented by a dated and timed voice recording of Franchisee personnel's on scene communications, as follows:

(a) If the CAD time stamp is nonexistent or is found invalid, the AVL system time will be substituted.

(b) If the CAD time stamp and AVL system time are nonexistent or invalid, the verbal on-scene time will be substituted as indicated above.

(c) If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the "On Scene" time.

(d) The City may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by Franchisee for any response. Should verbal recordings and/or AVL data disprove data reported by Franchisee, the City's Franchise Officer will substitute the more accurate data. Franchisee may appeal the Franchise Officer's decision in writing to the City Manager's Office. The City Manager's decision is final and binding.

13.4.1.5 In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time. However, Franchisee may appeal such instances, as the procedure for appeal is provided in 13.4.1.4(d), above, when it can document the actual arrival time through other means, such as a LVFR unit assigned to the same call or AVL position reporting.

13.5 Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond.

13.6 Response Time Exemptions

13.6.1 Franchisee shall maintain mechanisms for back up capacity, or reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond Franchisee's reasonable control may affect achievement of the specified response time requirements. These unusual factors are limited to state-declared or federal-declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests will be defined according to a statistical model. For an exemption to be granted, Franchisee must demonstrate that:

13.6.1.1 An unusual factor beyond Franchisee's reasonable control directly contributed to the delay in responding to the individual call for which an exemption is requested.

13.6.1.2 Franchisee took reasonable and prudent measures to prepare and staff for situations of which Franchisee might be reasonably aware. (i.e.: flash flooding forecast in advance requires reasonable efforts in planning).

13.7 Circumstances Not Considered For Response Time Exemptions. The following circumstances shall not be considered by LVFR for an exemption pursuant to paragraph 13.4.6.

13.7.1 Extended delays at hospitals while transferring patients to receiving facility personnel; and

13.7.2 Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units and other causes reasonably within the control of Franchisee.

13.8 Exemption Request Procedure

13.8.1 If Franchisee believes that any response or group of responses should be excluded from the calculation of the response time requirements pursuant to paragraph 13.6, above, and the exemption request is not precluded by paragraph 13.7, above, Franchisee shall provide detailed documentation for each actual response in question to the City's Franchise Officer and the Assistant Fire Chief overseeing Emergency Medical Services in accordance with the following procedure:

13.8.1.1 Franchisee shall use the FirstWatch Solutions Online Compliance Utility ("OCU") (or City-approved alternative) to document the exemption request;

13.8.1.2 Any such request must be made in writing and received by the City's Franchise Officer and the Assistant Fire Chief overseeing Emergency Medical Services within three (3) business days after the date of occurrence and any request for an exemption received after three (3) business days will not be considered;

13.8.1.3 The City's Franchise Officer and the Assistant Fire Chief overseeing Emergency Medical Services will jointly review the request and issue a determination, using the OCU (or City-approved alternative);

13.8.1.4 Should Franchisee dispute the determination made by the City's Franchise Officer and the Assistant Fire Chief overseeing Emergency Medical Services, Franchisee may make a written appeal to the Fire Chief for a definitive ruling within five (5) business days of the receipt of the appeal determination.

13.9 Final Response Time Compliance Reports.

Final response time compliance reports produced using the OCU (or City-approved alternative) shall be complete, accurate and submitted to LVFR within seven (7) business days after the end of each month, unless an extension has been granted by the Fire Chief in advance.

13.10 Response Time Audit Trail

Franchisee shall employ a "data lockbox" approach to performance reporting and the exception request process using the OCU, or an alternative approved by the Fire Chief. All costs associated with Franchisee's data lockbox shall be the sole responsibility of Franchisee. Franchisee shall provide LVFR unrestricted access to all data captured by the OCU and reports generated by the OCU.

14. LIQUIDATED DAMAGES

14.1 Liquidated Damages, Generally.

14.1.1 Failure of Franchisee to comply with any time, performance or other requirement will result in damage to the City that will be impractical to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation.

14.1.2 Liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The City's remedies in the event of Franchisee's breach of this Franchise or any noncompliance by Franchisee are not limited to this paragraph 14.

14.1.3 Franchisee shall make payment for any assessed liquidated damages within fourteen (14) calendar days of receipt of penalty assessments from the City or provide an appeal in writing of the penalties assessed, or any portion thereof to the City Manager. Within 30 days of receipt of a written appeal, the City Manager will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the City Manager's determination, Franchisee shall make payment of the total amount of the City Manager's penalty assessments. The City Manager's decision is final.

14.1.4 Should Franchisee fail to pay liquidated damages as provided above, the City may file a claim against the performance bond (or equivalent security provided under LVMC 6.08.300) with Franchisee's surety for all unpaid liquidated damage assessments.

14.1.5 Upon either retrospective audits of calls or exemption requests, if the City finds that a call was assigned a lower priority by Franchisee than would have been assigned had Franchisee communications personnel properly followed the Medical Priority Dispatch Standards as approved by the Fire Chief or his designee, the City will measure the response time against the higher priority, and when applicable, the response will be subject to late response time liquidated damages.

14.1.6. All liquidated damages assessments provided for herein shall be adjusted annually on February 1 of each year by the Annual Percentage Increase ("API"), as determined in accordance with Subsection (C) of Section 6.08.180 of the Ambulance Service Ordinance, as it may be amended from time to time.

14.2 **Monthly Liquidated Damage Assessment.** Assessments for failure to comply with the monthly response time standard of 90% as indicated at Paragraph 13 shall be assessed to Franchisee in any rolling twelve (12) month period as follows:

Category	Occurrence No.	Liquidated Damages Amount
Priority 11 (all subcategories combined)	First Occurrence	\$6,806.50
Priority 11 (all subcategories combined)	Second Occurrence	\$13,613.02
Priority 11 (all subcategories combined)	Third Occurrence	\$20,419.52

14.2.1 The monthly liquidated damage assessments indicated above at Paragraph 14.2 shall be assessed on Franchisee in addition to the Individual Per Call Liquidated Damage Assessment indicated at Paragraph 14.3 for late patient response.

14.2.2 The assessments indicated above at Paragraph 14.2 shall be assessed each month if Franchisee fails to comply with the monthly response time standard indicated at Paragraph 13. For purposes of assessing Liquidated Damages, monthly response times will be reported without decimals and no rounding factor will be allowed (e.g. a monthly performance of 89.9% will be reported as 89%).

14.2.3 Failure of Franchisee to achieve at least 90% response time compliance in the FSA for calls will require that Franchisee submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with response times.

14.2.4 Failure to meet Priority 11 response time criteria for at least 90% of the time for 3 consecutive months, or for 4 months in any 12 consecutive months may be considered a breach of this Franchise and may result in revocation of this Franchise pursuant to this Agreement and the Ambulance Service Ordinance, or any other appropriate action as may be determined by the City Council in its sole discretion; and the City after revocation of the Agreement and termination of Franchisee's services may file a claim with Franchisee's surety for the surrender of the entire performance bond (or equivalent security provided under LVMC 6.08.300) amount for failure to perform pursuant to the terms of the Ambulance Service Ordinance and this Franchise.

14.3 **Individual Per Call Liquidated Damage Assessment.** Assessments for failure to meet response times for individual calls as indicated in Paragraph 13 shall be assessed to Franchisee as follows:

Category	Standard Late Penalty	Excessive Response Time
Priority 11 Urgent	\$34.02	\$136.12 (in lieu of the standard late penalty)
Priority 11 Scheduled	\$67.42	\$136.12 (in lieu of the standard late penalty)
Priority 11 Unscheduled	\$67.42	\$136.12 (in lieu of the standard late penalty)

14.4 Other Liquidated Damage Assessments

14.4.1 Failure to Report On-Scene Time

Franchisee shall pay the City a three hundred forty dollars and thirty three cents (\$340.33) assessment for each time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Fire Chief, or designee, may waive such assessment in a case where Franchisee can demonstrate to the satisfaction of the Fire Chief, or designee, an accurate on-scene time. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

14.4.2 Extended EnRoute Time

14.4.2.1 Franchisee shall pay the City a two thousand seven hundred twenty two dollars and sixty cents (\$2,722.60) liquidated damage assessment for each occurrence of an Extended EnRoute Time.

14.4.2.2 Extended EnRoute Time is defined as any call request made for either emergency or non-emergency ground ambulance transport for which Franchisee fails to dispatch and/or no authorized mutual aid ground transport ambulance responds within the response time requirements pursuant to the table at Paragraph 13.2.

14.4.3 Excessive Time Requirement

14.4.3.1 Franchisee shall pay the City a one hundred thirty six dollars and twelve cents (\$136.12) liquidated damage assessment for each occurrence of excessive time by Franchisee.

14.4.3.2 Excessive time is defined as Franchisee's failure to arrive on the scene in response to IAED Priority 11 level responses within the excessive response time requirements pursuant to the table at Paragraph 13.2.

14.4.4 Monthly Report Requirement

14.4.4.1 Franchisee shall pay the City a six hundred eighty dollars and sixty five cents (\$680.65) liquidated damage assessment for each failure to submit a monthly report as provided by this Franchise by the seventh (7th) calendar day of the month following the month for which the report pertains. If such day falls on a weekend day or a national holiday, it is a failure not to file such report by the next business day.

14.4.4.2 Franchisee shall pay the City a three hundred forty dollars and thirty three cents (\$340.33) liquidated damage assessment for each successive day Franchisee fails to submit the report in accordance with 14.4.4.1, above.

14.4.5 Failure to Submit Responses to Inquiries

14.4.5.1 Franchisee shall pay the City a six hundred eighty dollars and sixty five cents (\$680.65) liquidated damage assessment for each failure by Franchisee to submit a response to a request or task by any City staff within three (3) business days.

14.4.6 Failure to Provide ePCR when Requested

14.4.6.1 Franchisee shall pay the City a six hundred eighty dollars and sixty five cents (\$680.65) liquidated damage assessment for each failure by Franchisee to provide ePCR requested by the LVFR Medical Director, for patient care provided by Franchisee in the City of Las Vegas, within five calendar days of the request.

14.4.7 Reporting On-Scene Erroneously

14.4.7.1 Franchisee shall pay the City a one thousand three hundred sixty one dollars and thirty cents (\$1,361.30) liquidated damage assessment for each instance where Franchisee reports a “unit arrived on scene” before the unit actually arrives at the specific address or location.

14.4.8 Failure to Meet Minimum Equipment Standards

14.4.8.1 Franchisee shall pay the City a one thousand three hundred sixty one dollars and thirty cents (\$1,361.30) liquidated damage assessment for each instance where Franchisee’s unit fails to meet the minimum equipment and supply list established by the Health District.

14.4.9 Responding to Emergency Incident Inappropriately

14.4.9.1 Franchisee shall pay the City a one thousand three hundred sixty one dollars and thirty cents (\$1,361.30) liquidated damage assessment for each instance where Franchisee responds to an emergency incident without notification from an Incident Commander or FAO, or continues to respond after cancellation by the Incident Commander or FAO.

14.4.10 Franchisee shall pay the City a one hundred thirty six dollars and twelve cents (\$136.12) liquidated damage assessment for each instance of the following:

14.4.10.1 Failure to provide reports and information (separate from those required under 14.4.4 and 14.4.5) to City by specified due dates;

14.4.10.2 Failure to leave, or have immediately available within 4-hours by electronic means, completed Electronic Patient Care Reports (ePCRs) documenting patient care to the receiving facility and LVFR prior to leaving the facility; and

14.4.10.3 Responding and transporting a patient in a BLS unit when the call requires ALS response and transport.

14.4.11 Franchisee shall pay the City a two hundred thirty eight dollars and twenty five cents (\$238.25) liquidated damage assessment for each instance when AVL/GPS data confirms that Franchisee's unit was not on-scene when Franchisee reported the unit on-scene.

14.4.12 Franchisee shall pay the City a three hundred fifty three dollars and ninety two cents (\$353.92) liquidated damage assessment for each instance it is determined that Franchisee called for emergency response resources (i.e. ambulances, air ambulances, power, gas, etc.) without prior notification of an incident commander.

14.4.13 Franchisee shall pay the City a three hundred fifty three dollars and ninety two cents (\$353.92) liquidated damage assessment for each instance where Franchisee uses a nonexistent ambulance identifier as a dispatched or diverted ambulance.

14.4.14 Franchisee shall pay the City a three hundred fifty three dollars and ninety two cents (\$353.92) liquidated damage assessment for each instance Franchisee fails to have necessary equipment when in the immediate proximity of a patient.

14.5 **Repetitive Non-Compliance**

14.5.1 Repetitive non-compliance is defined as three (3) consecutive months or four (4) instances of the same finding of non-compliance in any twelve (12) month period.

14.5.2 Franchisee shall submit a plan of corrective action to the City within thirty (30) calendar days of being notified of repetitive non-compliance by the City.

14.5.3 Failure by Franchisee to correct repetitive non-compliance may be considered a breach of this Franchise permitting revocation of this Franchise pursuant to this Agreement and the Ambulance Service Ordinance, or any other appropriate action as may be determined by the City Council in its sole discretion.

14.6 Compliance determinations for the purpose of assessing liquidated damages must exceed one hundred calls in a single month. If one hundred (100) or more priority responses of

any priority originate in any month, there will be ninety percent (90%) compliance required as provided herein. However, for months in which fewer than one hundred (100) responses within any priority originate, compliance will be calculated using the last one hundred (100) sequential emergency responses. Should Franchisee be determined to be subject to non-performance liquidated damages for failure to meet the ninety (90%) percent compliance requirement, Franchisee will not be subject to a second assessment of non-performance liquidated damages until at least twenty-five (25) additional responses have originated.

15. FRANCHISEE PERSONNEL REQUIREMENTS

15.1 Management Team

15.1.1 Franchisee shall furnish a list to LVFR of all key personnel prior to the Operational Date, and shall revise that list every ninety (90) days throughout the term of this Franchise. Any replacement of the key personnel requires the following:

15.1.1.1 Requested changes of the local person in charge of Franchisee (the "Person in Charge") shall be communicated to City, in writing, ten (10) business days prior to the effective date of the change. In the event that a change must be made more quickly due to exigent circumstances, Franchisee shall make verbal and written notification as soon as reasonably possible.

15.1.1.2 Other changes in key personnel, including supervisors, clinical managers, communications, educational and training supervisors shall be communicated in writing to the City within ten (10) business days of the effective date of change.

15.1.1.3 Franchisee's replacements for key personnel shall have qualifications at least equal to the person being replaced.

15.1.1.4 In each case, Franchisee's replacement is subject to approval by the Fire Chief.

15.1.2 In the event that Franchisee seeks to adopt an alternative management structure that changes roles and responsibilities by eliminating or creating specific supervisory and management positions, or seeks to share positions with related organizations, Franchisee shall communicate its intentions and detailed plan to the City in writing at least ten (10) business days in advance of such change to the Fire Chief. The adoption of such alternative management structure shall not be implemented prior to approval of such plan by the Fire Chief.

15.1.3 The Fire Chief shall not unreasonably withhold approval of any proposed changes in the management team or structure.

15.1.4 The City Manager may request the removal or reassignment of key personnel or other employees provided that the City provides reasonable cause for the change. If such a request is made, Franchisee shall meet and confer with City regarding the request and take appropriate action.

15.2 EMS Program Liaison

15.2.1 Franchisee shall designate an EMS Program Liaison, who may also be the Regional Director or similar position. The EMS Program Liaison shall have an overall grasp of Franchisee's entire operation, be responsible for overall day-to-day operations, and perform information review and gathering, and report generation and analysis.

15.2.2 Franchisee's EMS Program Liaison shall serve as the liaison between Franchisee and LVFR.

15.2.3 Franchisee's EMS Program Liaison shall have successfully completed Incident Command System (ICS) 100, 200, 300 & 400, and National Incident Management System (NIMS) 700 and 800.

15.3 Field Supervision

LVFR recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and operational supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Franchisee shall appoint on-duty field supervisor(s). The minimum requirements and duties for this position are:

15.3.1 Provide twenty-four hour-a-day, on-duty supervisory coverage within the designated FSA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.

15.3.2 Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.

15.3.3 Such individual shall have a minimum of one (1) year experience in providing ambulance transports, and shall have successfully completed ICS 100, 200, 300 & 400, and NIMS 700.

15.4 Communications System Personnel

15.4.1 Medical communications workers shall, at a minimum, be certified in Emergency Medical Dispatch (EMD) according to the current standard of IAED or such other similar certification and/or certifying organization that the Fire Chief may otherwise approve.

15.4.2 Franchisee shall provide comprehensive internal orientation and testing encompassing EMD or other approved certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio

system operations, radio telephone, and emergency operations center procedures.

15.4.3 While “priority dispatching” as defined by the IAED is acceptable, the City does not allow the concept of “call screening.”

15.5 Character, Competence and Professionalism of Personnel

15.5.1 Franchisee shall ensure professional and courteous conduct and appearance at all times from Franchisee’s field personnel, medical communications personnel, middle managers and top executives.

15.5.2 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 the City indicating compliance with this requirement for all relevant employees.

15.6 Franchisee may request information transmitted to Fire Chief in this Section 15 be kept confidential and not released until the date of the key personnel adjustment or change that has been indicated. Franchisee acknowledges that the City is subject to NRS 239, the Public Records Act, and further acknowledges that such statutory provisions may require the disclosure of such information if requested by member of the public, and this section obligating the City to hold such records confidential is directly limited by the City’s statutory obligations to the public.

16. DISASTER ASSISTANCE AND RESPONSE

16.1 Disaster Assistance and Response

16.1.1 Franchisee shall be actively involved in planning for and responding to any declared disaster in the City. Both a Mass Casualty Incident (MCI) plan and an emergency disaster plan following incident command system guidelines have been developed.

16.1.2 In the event a disaster within the City or a neighboring jurisdiction or county is declared, normal operations shall be suspended and Franchisee shall respond as provided by, and in accordance with, the City’s disaster plan. Franchisee shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of a state or federal declaration of disaster, the City will not impose performance requirements and liquidated damages for response times.

16.1.3 The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City will provide all reasonable assistance to Franchisee in recovering these costs. However, City shall not be responsible for payments to Franchisee.

16.1.4 Franchisee shall provide detailed information regarding their disaster and

emergency operations plans, including, at a minimum, their “essential use” facilities, plans for continuity of service and recovery.

16.1.5 Franchisee shall participate in approved exercises and disaster drills and other interagency training within the FSA.

16.2 EMS System and Community

16.2.1 The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Franchisee shall actively participate in EMS activities, committee meetings and work groups as directed by the Fire Chief.

16.2.2 Prior to the Operational Date, Franchisee shall develop a local Continuity of Operations plan (“COOP”). The COOP plan shall at minimum include:

- 16.2.2.1 Identifying essential functions;
- 16.2.2.2 Orders of succession;
- 16.2.2.3 Delegations of authority;
- 16.2.2.4 Protection of vital records and databases;
- 16.2.2.5 Alternate operating facilities;
- 16.2.2.6 Interoperable communications; and
- 16.2.2.7 Capability readiness.

17. QUALITY IMPROVEMENT

17.1 Franchisee may propose EMS program enhancements that may improve the provision of emergency medical care within the FSA.

17.2 In-Service Training

17.2.1 Franchisee shall make available to LVFR employees any in-service training program it provides for its employees.

17.2.2 Franchisee’s in-service training should, at a minimum, facilitate on-scene interactions with Franchisee’s personnel by offering joint EMS training and providing access to Franchisee’s educational programs needed for the continued certification of the LVFR including ACLS, BTLIS or PHTLS and PALS/PEPP courses.

18. OTHER REQUIREMENTS

18.1 Financial Reserve for Clinical Upgrades

18.1.1 Franchisee will support clinical upgrade programs by committing a fixed fifty thousand dollars (\$50,000) sum annually, including any extensions of the Franchise. This sum is not to be paid to the City, but held in reserve by Franchisee for clinical upgrades. The fixed annual sum shall only be added when Franchisee has less than \$250,000 accrued (“Maximum

Clinical Upgrade”).

18.1.2 Each annually reserved sum must be used for clinical upgrades directly related to the City’s 911 EMS transportation system as well as potential EMS research projects that the City and Franchisee determine may enhance EMS service delivery in the City.

18.1.3 Reserved funds will be spent at the direction of the Fire Chief to upgrade or improve equipment and/or supplies, fund research projects, continuing education and training, and/or insure uniformity and compatibility of equipment and supplies between the City and Franchisee during the term of this Franchise.

18.1.4 Subject to the Maximum Clinical Upgrade, if the reserved funds are not used in any one year, the funds will roll over to the next year and will accumulate until needed by Franchisee, the City, and/or the EMS stakeholders to enhance EMS service delivery in the City. Franchisee shall provide an annual report to the City setting forth the amount of the funds held in the accrued account. The report shall be provided within sixty (60) calendar days after the end of each calendar year during the term of this Franchise and any extensions thereto.

18.2 Enabling Legislation for EMS Cost Reimbursement

If the City files a bill for new legislation for the establishment of a Medicaid supplemental reimbursement program for ground medical emergency transports, Franchisee shall support such legislation. The legislation will seek necessary approvals from the federal Centers for Medicare and Medicaid Services for the intended payment methodology to be used to distribute Medicaid supplemental reimbursement. This Section does not preclude Franchisee to seek similar State and Federal reimbursement for EMS patients within the City of Las Vegas.

19. AMBULANCE SERVICE RATES

Franchisee shall not charge any patient or any other payer more than the maximum ambulance service rates for the level of service provided, as established by the Ambulance Service Ordinance.

20. FRANCHISE FEES

20.1 Franchise Fee Payment

The City shall provide dispatch, radio communications system maintenance, clinical and non-clinical oversight, injury prevention program coordination, contract management, regulatory oversight, administration and other services relevant to the administration of this Franchise (the “City Services”). Except as otherwise provided herein at 20.2 for the Franchisee’s first annual prorated franchise fee payment, Franchisee shall reimburse the City for these City Services by paying the City an annual franchise fee not to exceed its costs for such services in the amount of ONE HUNDRED THIRTY ONE THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS AND SIXTY FOUR CENTS (\$131,986.64) (as of December 1, 2025), payable quarterly in arrears, 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 Franchise. If the franchise fee is received by the City after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee for such franchise fee that was delinquent. The franchise fee shall be adjusted for inflation annually on December 1 during the term of this Franchise by the Annual Percentage Increase (“API”), as determined in accordance with Subsection (C) of Section 6.08.190 of the Ambulance Service Ordinance (as it may be amended from time to time). For clarity, the first annual adjustment of the franchise fee will occur on December 1, 2026. The franchise fee set forth in this Franchise shall be used to partially reimburse the City only for the City Services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. The City represents and warrants that its costs to provide the City Services are greater than the Franchise Fee.

20.2 Prorated Franchise Fee

Since the Franchisee will not be providing ambulance services until the Operational Date, the City acknowledges that the payment of Franchisee's annual franchise fee for the calendar year 2026 should be prorated until Franchisee commences operation on the Operational Date. As such, the Franchisee will submit its Prorated Franchise Fee as follows: first quarterly Franchise Fee payment for July 1 - September 30, 2026 in the amount of \$10,998.89 and the final payment for that period from October 1 - December 31, 2026 in an amount to be determined, based upon the December 1 inflationary increase as described above in Section 20.1.

21. REVOCATION

The City may revoke this Franchise as provided by the terms of the Ambulance Service Ordinance.

22. SECURITY

Franchisee shall provide security for performance consistent with the Ambulance Service Ordinance by providing a performance bond (or equivalent security requirement under LVMC 6.08.300) in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) from an institution approved by the City, and upon the terms approved by the City. The use of this security instrument shall be provided by relevant provisions of the Ambulance Service Ordinance and this Franchise.

23. INSURANCE

Prior to providing any Ambulance Service in the City, Franchisee shall 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 Franchise shall be cause for revocation of the Franchise granted herein.

24. TRANSFER AND ASSIGNMENT

This Franchise and the rights, privileges, permissions, and authorities granted herein are

personal to 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 City Council, as provided in the Ambulance Service Ordinance.

25. INDEMNIFICATION/HOLD HARMLESS

25.1 Franchisee, as a condition of the grant of this Franchise, and in consideration thereof, shall defend, indemnify, and hold the City 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 Franchise, 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 Franchisee or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Franchisee is by law responsible.

25.2 This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Franchisee and the City. In the event any claim is made against the City that falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, Franchisee shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Franchisee has agreed by accepting this Franchise, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give Franchisee immediate notice of such suit or proceeding; whereupon 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 City by reason of such damage suit.

25.3 Upon failure of Franchisee to comply with the “defense of suit” provisions of this Franchise, after reasonable notice to it by the City, the City 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 City, together with all costs incurred therein, Franchisee shall reimburse the City reasonable attorney fees, including those employed by the City in such case or cases, as well as all expenses incurred by the City 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 City. In the event the City is compelled to undertake the defense of any such suit by reason of Franchisee’s failure to perform as here and above provided, the City 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 City, this without the prior approval or consent of Franchisee with respect to the terms of such compromise or settlement.

25.4 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.

25.5 Franchisee shall indemnify, defend and hold harmless the City 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 Franchise or the provision of Ambulance Service.

26. NO AGENCY

Franchisee shall provide the Ambulance Services required pursuant to this Franchise as an independent contractor and not as an agent of the City.

27. COMPLIANCE WITH LAWS AND REGULATIONS

During the term of this Franchise, Franchisee shall 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 Franchise.

28. COOPERATION AND SUPPORT

During the term of this Franchise, the City and Franchisee shall cooperate and support each other to advance the emergency medical services system within the City including, the promotion of improved patient care initiatives, reduction in costs or other measures designed to improve the system.

Franchisee shall immediately disclose to the City when Franchisee takes any action to initiate or support legislation, rulemaking or regulatory action in any forum, whether the federal, state or local government and any administrative agencies of these governmental units that is determined by the City to directly impact the City of Las Vegas' ability to provide medical services or seek reimbursement for services provided. Upon disclosure of such actions, the City may request Franchisee to suspend or terminate such efforts.

All media contacts and communications regarding the City of Las Vegas 911 Dispatched Ambulance Services and the City of Las Vegas integrated community programs shall be coordinated through the LVFR public information officer. No comments, information or communications shall occur except through this process, and a failure by Franchisee to comply will be considered a breach of this Franchise, which could result in revocation.

29. NO WAIVER; CUMULATIVE REMEDIES

Franchisee shall not be excused from complying with any of the terms or conditions of this Franchise because of failure of the City, 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 City or Franchisee to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy preclude any other right or remedy.

Franchisee agrees that the City shall 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 City, and will not be deemed waived by the exercise of any other right or remedy.

The rights and remedies provided in this Franchise and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Franchise shall impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City shall not release Franchisee from its obligations or any liability under this Franchise, except as expressly provided for in this Franchise or as necessary to avoid duplicative recovery from or payments by Franchisee. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, shall be construed to excuse faithful performance by Franchisee or limit the liability of Franchisee for damages, either to the full amount of the posted security or otherwise.

30. ADMINISTRATION

The Franchise Officer shall administer or direct the administration of this Franchise.

31. NOTICES

Any notice, request, or demand which may be or is required to be given under this Franchise shall 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:

OptimuMedicine LLC d/b/a Optimum EMS
Attention: Devon Eisma
175 E. Reno Avenue, Suite C6
Las Vegas, NV 89119

CITY:

CITY OF LAS VEGAS
Attn: Franchise Officer
Office of Strategic Services
495 S. Main Street, 7th Floor
Las Vegas, NV 89101

With Copy To:

Las Vegas Fire and Rescue
Attn: Fire Chief
500 N. Casino Center Blvd.
Las Vegas, NV 89101

32. GOVERNING LAW

This Franchise shall be deemed to be executed in the City of Las Vegas in the State of Nevada, and shall 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. Each party hereto consents to, and waives any

objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

33. MODIFICATION OR AMENDMENT

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

34. ENTIRE AGREEMENT

34.1 The preparation, execution, and delivery of this Franchise by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise 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 Franchise unless such agreements or understandings are expressly referred to.

34.2 If applicable, the grant of this Franchise shall have no effect on Franchisee's duty under its prior ambulance service franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior ambulance service franchise was in effect.

35. 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 shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall 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 shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on Franchisee and the City.

36. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit "2," all principals, including partners, of Franchisee, as well as all persons and entities holding more than a 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employee Retirement Income Act (ERISA)), and attaches current copies of such federal disclosures to Exhibit "2," the requirement of this Section shall be satisfied. Throughout the term hereof, Franchisee shall within ten (10) days notify the City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent

to the City within ten (10) days of any such filing.

37. HIPAA.

Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

38. NON-EXCLUSION.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Franchise, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

39. NO INFLUENCE ON REFERRALS.

It is not the intent of either party to this Franchise that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Franchise. Any payments specified in this Franchise are consistent with what the parties reasonably believe to be a fair market value for the services provided.

40. ORDINANCE CHANGE.

Franchisee acknowledges that these franchise provisions are subject to the terms of the Ambulance Service Ordinance as currently adopted and as amended in the future pursuant to LVMC 6.08.340. That provision, provides in pertinent part, as follows: "the franchisee, by its acceptance of the franchise, agrees to be bound thereby and to comply with any action under (or requirement) of the Las Vegas Municipal Code, as it exists now or as amended in the future."

41. INCORPORATION OF RECITALS.

The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

42. COUNTERPART SIGNATURES.

This Agreement may be executed in counterparts. All such counterparts will constitute

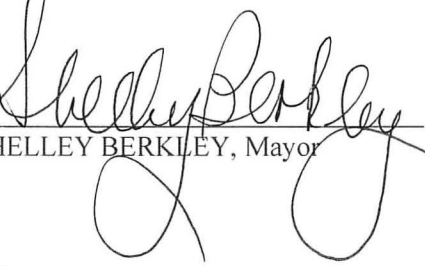
the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.


[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement for the Provision of Non-Emergency Ambulance Services to be legally executed in duplicate this 1st day of April, 2024.

CITY OF LAS VEGAS


OPTIMUMEDICINE LLC d/b/a OPTIMUM EMS

By: 
SHELLEY BERKLEY, Mayor

By: 
Devon Eisma

Its: CEO

ATTEST:


Dr. LuAnn D. Holmes, MMC
City Clerk

Council Action:
April 1, 2024
Item # 14

APPROVED AS TO FORM:

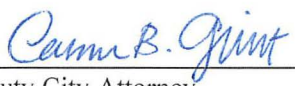
 3/11/24
Deputy City Attorney Date
Carmen B. Gilbert
Deputy City Attorney

EXHIBIT 1
RESPONSE TIME PERFORMANCE REPORTING REQUIREMENTS

1. Documentation of Incident Response Time Intervals

(a) Franchisee shall document all times necessary to determine total ambulance Response Time, and patient disposition information including but not limited to:

1. time call received by the dispatch center,
2. time location verified,
3. time ambulance crew assigned,
4. time en route to scene,
5. arrival at scene time,
6. total on-scene time,
7. time en route to hospital or receiving facility,
8. total time to transport to hospital or receiving facility,
9. time of arrival at hospital or receiving facility,
10. Disposition of the patient, and
11. Transport Destination if transported

(b) Other times may be required by the Fire Chief to document specific activities such as:

1. arrival at patient side,
2. administration of treatments, and
3. other instances deemed important for clinical care monitoring and research activities.

(c) All times shall be recorded by Franchisee on the ePCR and in Franchisee's CAD system.

(d) Franchisee shall provide unrestricted electronic access to the ePCR form for 911-Dispatched Ambulance Service to patients within the FSA and its CAD database for the City to extract and corroborate response time performance and quality of EMS care.

(e) Franchisee shall not make changes to times entered into its CAD after the event. Franchisee may request changes from the City when errors or omissions are discovered. The Fire Chief has sole discretion to determine whether changes to times by Franchisee shall be permitted.

(f) In accordance HIPAA and the Parties signing applicable agreements with participating hospitals, SNFs and other facilities, Franchisee shall provide unrestricted electronic access to the ePCR form for non-emergency patients within the FSA.

2. Response Time Performance Report

The City shall analyze and evaluate CAD data within a reasonable amount of time following submission by Franchisee, for the determination of response time compliance and will monitor response time data on an ongoing basis to evaluate performance. Franchisee shall self-monitor response time data as follows:

- (a) Franchisee shall use response time data in an on-going manner to evaluate performance and compliance with response time requirements, in an effort to continually improve response time performance levels.
- (b) Franchisee shall identify the cause(s) of performance failures, and document efforts to eliminate the problems on an on-going basis.
- (c) Franchisee shall provide an explanation to the Fire Chief for every call exceeding the required response time requirements and, where appropriate, describe steps taken to reduce extended response times in the future.

3. Reporting Requirements

Franchisee will provide, by the seventh calendar day of each calendar month, one combined report detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that Franchisee fails to provide the complete performance report, the City shall assess liquidated damages as provided by this Franchise.

4. Data and Reporting Requirements

- (a) Franchisee shall provide reports detailing its operations, and clinical and administrative data in a manner that facilitates its retrospective analysis as required by the Fire Chief.
- (b) Franchisee and LVFR shall establish procedures to automate the monthly reporting requirements not collected within CAD data.

5. Dispatch Computer

The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

6. Records

- (a) The data collection system must be functionally equivalent to and capable of interfacing with and capturing common data sets of the ePCR reporting system of LVFR.

(b) The data collection system shall include, but not be limited to, the following generally described sources:

1. A uniform dispatch report form to the Health District's specifications.
2. A uniform patient care form to the Health District's specifications.
3. An inter-hospital patient care form to the Health District's specifications.
4. Equipment maintenance and inventory control schedules as required by the Health District.
5. Deployment planning reports.
6. Continuing education and certification records documenting training and compliance with the Health District's requirements.
7. Clinical Performance audits and analysis reports to the LVFR Medical Director specifications.

(c) An ePCR form is required to be completed for all patients for whom care is rendered at the scene, Inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

(d) Franchisee shall comply with all applicable federal regulations. Franchisee understands and acknowledges the applicability of these regulations to Franchisee. Franchisee agrees to permit City inspection of its records to verify such compliance.

(e) Franchisee shall maintain, for at least three (3) years, records regarding the personnel dispatched on each responding ambulance.

(f) Franchisee shall make available to the City a complete and current record of all personnel employed to perform Franchisee's obligations under this Agreement. This list shall be updated monthly and transmitted to LVFR prior the first of every month.

(g) To ensure that the City can conduct system-wide quality improvement activities, within 24 hours Franchisee shall provide the LVFR Medical Director as well as receiving hospitals, unrestricted access to accurately completed ePCR records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain:

1. name;
2. address;
3. date of birth;
4. social security number;
5. signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign); and
6. sufficient information to appropriately document medical information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, nontransports.

All electronically captured data including EKG, Pulse Oximetry, ET Capnography, NIBP, Drug and Event data shall be included in the electronic dataset.

7. Monthly Reports

(a) Franchisee shall provide, by the seventh calendar day of each calendar month, one combined report dealing with its performance during the preceding month as it relates to its clinical and operational performance as required by this Franchise and the Ambulance Service Ordinance. The format of such combined report shall be approved by the Fire Chief.

(b) Franchisee shall document and report to LVFR, monthly, in writing, and in a format approved or provided by City, response time compliance and customer complaint/resolutions. Reports other than response time compliance and customer complaint/resolutions shall be reported every ninety (90) days.

(c) Response time statistical data

Within seven (7) business days following the last day of each month, Franchisee shall ensure that ambulance response time records are available to the City and LVFR Medical Director in a computer readable format approved by City, and are suitable for statistical analysis for all ambulance responses originating from requests within the FSA. The records shall, at a minimum, include the following data elements:

- (i) Unit identifier
- (ii) Location of call — street address
- (iii) Location of call — longitude and latitude
- (iv) Nature of call (EMD Code)
- (v) Time call received
- (vi) Time call dispatched
- (vii) Time unit en route
- (viii) Time unit on-scene
- (ix) Time unit to hospital
- (x) Time unit clear and available
- (xi) Disposition
- (xii) Receiving hospital/Transport destination
- (xiii) Number of patients transported.

8. Other Reports

At the end of each calendar year, LVFR shall provide a list of required reports and their frequency and due dates other than those required by the terms of this Franchise. Reports to be required shall include, but are not limited to:

1. Clinical

- (i) continuing education compliance reports

- (ii) summary of clinical/service inquiries and resolutions
- (iii) summary of interrupted calls due to vehicle/equipment failures.

2. Operational

- (i) a list of each call where there was a failure to properly record all times necessary to determine the response time; and
- (ii) a list of authorized mutual aid responses to and from system.

3. Response Time Compliance

- (i) a list of each emergency call dispatched for which Franchisee did not meet the Response Time requirement for each Emergency Response Zone and an explanation of why the response was late;
- (ii) canceled calls; and
- (iii) exception reports and resolution.

4. Community/Governmental Affairs Report

- (i) Number of conducted community education events in the FSA; and
- (ii) Public Relations (PR) activities, first responder recognition.

9. Electronic Access to Report

Franchisee shall provide unrestricted access capability to City, at Franchisee's expense, to all ePCRs for patients in the FSA and provide a mechanism to create customized reports for City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

10. Franchisee shall provide the City with such other reports and records as may be required by the City's Franchise Officer.

EXHIBIT 2
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“*City*” means the City of Las Vegas.

“*City Council*” means the governing body of the City of Las Vegas.

“*Contracting Entity*,” means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

“*Principal*” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity OptimuMedicine LLC d/b/a Optimum EMS
Name Devon Eisma
Address 175 E. Reno Ave Suite C9 Las Vegas, NV 89119
Telephone 702-302-4569
EIN or DUNS 82-2126294

Block 2 Description Subject Matter of Contract/Agreement Franchise Agreement for the Provision of Non-Emergency Ambulance Services between the City of Las Vegas and OptimuMedicine LLC
Contract No.

Block 3	<i>Type of Business</i>
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

Block 4 Disclosure of Ownership and Principals In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.
--

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Devon Eisma, CEO	same as entity	same as entity
2.	Carroll Thomas, Member		
3.	Andera Smith, member		
4.	Carlos Esparza, Chief Clinical Officer		
5.	Devon Eisma LLC, member		
6.	Owen McKeany, COO		
7.	Lillian Eisma, member		
8.	Jonathan Rosati, Chief Strategy Officer		
9.	Kurtis Guy, member		
10.	John Cloud, member		

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or
--

the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

DM

Name

2/13/26

Date

State: Nevada

County: Clark

Subscribed and sworn to before me this *13th* day of

Feb., 20 *26* by *Devon Fisma* on this *DS* Certificate: *Disclosure of* *ownership/principals*

[Signature]
Notary Public

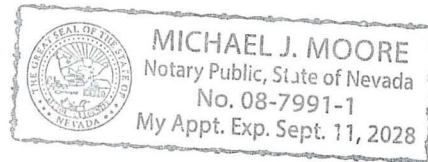


EXHIBIT 3

FRANCHISE SERVICE AREA

The incorporated areas of the City as those areas are increased or reduced to accommodate new territory annexed or territory divested by the City.