BILL NO. 3-17-09-1

SUMMARY – An ordinance to amend Title 5, Chapter 5.03, regarding ambulance service by requiring replacement of high mileage vehicles, clarifying protocol on closed calls and border calls, and revising emergency response time standards, performance penalty assessment and reporting requirements.

ORDINANCE NO. 
(of Clark County, Nevada)

AN ORDINANCE TO AMEND TITLE 5, CHAPTER 5.03, OF THE CLARK COUNTY CODE BY AMENDING SECTIONS 5.03.010, 5.03.115, 5.03.130, 5.03.140, 5.03.150 AND 5.03.160 REGARDING DEFINITION REVISIONS AND ADDITIONS, SETTING MAXIMUM VEHICLE MILEAGE LIMITS, REVISIGN MAXIMUM EMERGENCY RESPONSE TIME STANDARDS, CLARIFYING PROTOCOL ON CLOSED CALLS AND BORDER CALL RESPONSES, AND PERFORMANCE PENALTY ASSESSMENTS AND REPORTING REQUIREMENTS; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, on July 3, 2007, the Board approved the transfer of control of MedicWest Ambulance, Inc. (MedicWest), that holds a franchise agreement to provide emergency ambulance service in the County, to Nevada Red Rock Ambulance, Inc, a wholly-owned subsidiary of American Medical Response, Inc., and

WHEREAS, American Medical Response, Inc. also owns Mercy, Inc., d/b/a AMR, that holds a franchise agreement to provide emergency ambulance service in the County, and

WHEREAS, with the approval by the Board of the transfer of control of MedicWest on July 3, 2007, the Board directed staff to meet with the various stakeholders that are involved with the provision and support of emergency medical transportation services in the County and with the Cities in the County that have similar franchise agreements with MedicWest and AMR with the purpose of determining any benefits that might be derived from the common ownership of these service providers to enhance performance and improve service delivery, and

WHEREAS, staff held several meetings with representatives of the Cities of Las Vegas and North Las Vegas, the fire departments of these two cities and the County, the representative firefighters’ unions and the two ambulance franchisees and presented a report to the Board on March 4, 2008, of the recommendations agreed to by all the parties, whereby the Board directed staff to draft and bring back proposed amendments to the Code and/or franchise agreements, and
WHEREAS, following additional meetings with the stakeholders a consensus has been reached on the following proposed changes to Chapter 5.03 of the Clark County Code and similar provisions will be proposed to the City Councils of Las Vegas and North Las Vegas.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 5, Chapter 5.03, Subsection 5.03.010 of the Clark County Code is hereby amended as follows:

5.03.010 Definitions. For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory; and the word "may" is permissive. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

(a) "Administrative oversight committee" or "AOC" means the committee established by interlocal agreement for ambulance service regulation as it was adopted by the county, the city of Las Vegas and the city of North Las Vegas on July 18, 2001, as it may be amended or renewed from time to time, and its successors; or the county if the AOC is terminated or if the county withdraws its participation in the interlocal agreement.

(b) "Advanced life support level 1 and level 2" or "ALS1" and "ALS2" have the same meanings as the definition of those terms in the Code of Federal Regulations, 42CFR414.605, as may be amended.

(c) "Ambulance" means a motor vehicle which is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more: (1) sick or injured persons; or (2) persons whose medical condition may require special observation during transportation. For the purposes of this chapter, vehicles used for non-medically supervised patient transfer service and special event medical service are specifically excluded from the definition of an ambulance.

(d) "Ambulance service" means the emergency medical care and transport and/or the non-emergency medical care and transport service, including inter-facility ambulance transport service, provided to patients utilizing an ambulance and appropriately licensed personnel. This definition excludes vehicles used for non-medically supervised patient transfer service, air ambulance service or special event medical service.

(e) "Applicant" means a person who submits a completed application for a franchise as set forth in this chapter.

(f) "Application" means all written documentation, statements, representations and warranties provided to the county by an applicant, in accordance with this chapter, to be relied upon by the county commission in making its determination of whether to grant or withhold a franchise.

(g) "Automatic vehicle locator" or "AVL" means the automated system used to track or determine the physical location of vehicles through a global positioning system (GPS), on a computerized mapping system that is integrated with the FAO.
(h) "AVL/GPS Data Reports" means Global Positioning System (GPS) data that a franchisee may use to report it was at scene thereby providing a means to calculate an official response time.

(i) "Basic life support" has the same meaning as the definition of that term in the Code of Federal Regulations, 42CFR414.605, as may be amended.

(j) "CAD" or "computer aided dispatch" means the system utilizing computer technology which dispatches emergency vehicles to both emergency and non-emergency calls.

(k) "County" means the county of Clark, a political subdivision of the state of Nevada, or any duly authorized officer or employee thereof, or any successor thereto.

(l) "County commission" means the board of county commissioners of the county.

(m) "County manager" means the county manager appointed by the county commission to perform such administrative functions of the county government as may be required of him by the county commission, or his designee.

(n) "CPI-MCS" means the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Series CUUR0000SAM2, Medical Care Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

(o) "Critical care transport" ("CCT") or "specialty care transport" ("SCT") both have the same meaning as the definition of the term "specialty care transport" in the Code of Federal Regulations, 42CFR414.605, as may be amended.

(p) "Director of business license," and "fire chief" mean those county departmental director and chief or their designees.

(q) "Emergency" has the same meaning as that term is defined in the health district regulations, as may be amended.

(r) "Emergency medical care" means medical care given to a patient in an emergency situation before the patient arrives at a hospital or other medical facility and until responsibility for the patient is assumed by the medical staff at such facility.

(s) "Emergency medical service" or "EMS" means a system comprised of a chain of services linked together to provide emergency medical care for the patient at the scene, during transport, and upon entry at a hospital or other medical facility.

(t) "Emergency response" has the same meaning as the definition of that term in the Code of Federal Regulations, 42CFR414.605, as may be amended.

(u) "EMS priority dispatch" means the system of protocols used by emergency medical dispatchers (EMDs) to give lifesaving instructions regarding a patient, using a priority card or computer software program, to a caller who has requested EMS, which categorizes the patient into one of five levels of care categories using the alphabetical letters A, B, C, D or E.

(v) "Fire alarm office" or "FAO" means the office referred to as Firecom in the health district regulations which is administered by the city of Las Vegas through an interlocal agreement among the city of Las Vegas, the city of North Las Vegas, and Clark County, or the successor to that office.

(w) "Fire department" means the Clark County fire department providing ALS level service to patients as the first responder to an emergency medical scene.

(x) "Franchise" means the authorization granted to a person by the county commission to provide ambulance service within the rights-of-way, highways, streets, roads and alleys in specified unincorporated areas of the county. The terms and conditions of such authorization will be described in a franchise agreement specific to such purpose.

(y) "Franchise agreement" means the written agreement entered into between the county and
a franchisee evidencing the county’s authorization for a franchisee to provide ambulance service and describing the terms and conditions of the franchise.

(z) (y) "Franchise service area" or "service area" means the geographic area of the county, including any subzones thereof, specified in a franchise agreement wherein a franchisee is authorized and required to provide ambulance service.

(aa) (z) "Franchisee" means the person to whom an ambulance service franchise is granted by the county commission pursuant to this chapter.

(bb) (aa) "Health district" means the Southern Nevada Health District Clark County—health district, its officers and authorized agents.

(cc) (bb) "Health district regulations" means the applicable EMS regulations adopted by the Clark County district board of health as they may be amended from time to time.

(dd) (ee) "Health officer" means the health officer of the health district.

(EE) (dd) "Inter-facility ambulance transport service" means transport of a patient by ambulance that originates and terminates at previously designated medical facilities or locations.

(ff) (ee) "Maximum ambulance service rate" means the maximum amount that a franchisee may bill a patient or other payer for the level of ambulance service provided to the patient, as established in this chapter, including all ancillary services and supplies used in providing ambulance service.

(gg) "Mobile data terminal" or "MDT" means a computerized device used in emergency vehicles to communicate with a central dispatch office.

(hh) (ff) "Mutual Aid" means aid provided by a franchisee in response to a request by another franchisee through the FAO for assistance from the requested franchisee to provide ambulance service in the requesting franchisee’s service area pursuant to an agreement between the franchisees that is on file with the AOC.

(ii) (gg) "Non-emergency ambulance service" means 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 non-emergency ambulance service requested at special events and other non-911 dispatched ambulance service requests that would be categorized as non-emergency transfers or level 33-A calls (as that term is approved and endorsed by the health district) when processed through EMS priority dispatch protocol.

(jj) (hh) "Non-medically supervised patient transfer service" means the transportation of a person that does not require any medical supervision, observation or care while en route, as permitted by the state of Nevada transportation services authority.

(kk) "Performance standards" means response time requirements that are required to be met by the franchisee as described in Section 5.03.140 of this Chapter in the performance of providing an ambulance service by the franchisee.

(ll) (ii) "Person" means a natural person, any form of business or social organization and any other non-governmental legal entity, including but not limited to the estate of a natural person, a corporation, partnership, association, joint venture, unincorporated organization or other type of business entity. The term does not include a government, governmental agency, or political subdivision of a government.

(mm) (jj) "Response time" means the time period measured from receipt by a franchisee of electronically transferred information from the FAO dispatch facility on the patient location, EMS priority dispatch code, and call-back number to the time when the ambulance dispatched to the incident arrives and reports that it is "on scene" as that term is defined by the AOC, or when
the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

(R) "Rights-of-way" means property dedicated to, granted to, or held or prescriptively used by the county for public street purposes.

(PO) "Rural ambulance service areas" means all unincorporated areas of the county not included in a franchise service area.

(PP) "Service category" means the type or level of ambulance service that is specified in a franchise granted pursuant to this chapter.

(PP) "Seven-digit request for emergency service" means any telephone request for emergency ambulance service that is received directly by a franchisee from any source, including but not limited to requests from representatives of law enforcement agencies, which are required to be electronically transferred immediately to the FAO system.

(PP) "Special event" means activities such as, but not limited to, sporting events, off-road vehicle races, speedway races, concerts, fairs, or rodeos, occurring on a specific date and time, at a specific location and attended by a large number of persons.

(PP) "Special event medical service" or "SEMS" means the providing of medical care to the participants and members of the public in attendance at a special event pursuant to a contractual arrangement between a special event medical service provider or a franchisee and the special event owner, operator, promoter, organizer, or any other person authorized to enter into such contractual arrangements on behalf of the special event.

(PP) "Special event medical service provider" or "SEMS provider" means a person who has obtained a special event medical service provider business license pursuant to Title 7 of this code and special purpose ambulance service permits required pursuant to health district regulations.

(PP) "Special event vehicle" means a special purpose vehicle permitted by health district regulations which for the sole purposes of this chapter may be used only to provide standby medical coverage at predesignated special events. Except as otherwise provided in this chapter, the term does not include a vehicle which provides ambulance service over county rights-of-way.

(SE) "Street" means the surface of the full width of the right-of-way, including alleys, sidewalks and thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic.

(SE) "Subzone" means a portion of a franchise service area as defined in a franchise agreement.

(SE) "Transfer of ownership or control" means any transaction in which:

(1) Any ownership or other right, title, or interest of more than five percent in a franchisee or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged, directly or indirectly, voluntarily or involuntarily, in whole or in part; or

(2) There is any change or transfer of control of a franchise or ambulance service; or

(3) The rights and/or obligations held by a franchisee under its ambulance franchise are transferred, directly or indirectly, to another party; or

(4) Any change or substitution occurs in the managing general partners of a franchisee, where applicable; or

(5) A franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the franchisee, directly or indirectly, in a manner that will adversely affect users of the ambulance service.

A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation of five percent or more of the ownership of an entity by any person or group of
persons acting in concert, none of whom already own or control fifty percent or more of such right or control, singularly or collectively.

(yy) "Transponder" means an electronic device affixed to an ambulance that activates the private access gates located within the franchise service area.

(zz) "Unforeseen economic circumstance" means (1) a change in the CPI-MCS during any twelve month period ending on December 31st that was greater than ten percent or less than zero (i.e., a decrease); or (2) other circumstances which the county commission determines to have had a significant effect on the cost of providing ambulance service.

(aaa) "Volunteer ambulance service" means volunteer ambulance service which is authorized and operated under the direct supervision of the fire department.

SECTION 2. Title 5, Chapter 5.03, Subsection 5.03.115 of the Clark County Code is hereby amended as follows:

5.03.115 Operating requirements of a franchisee.

(a) No franchisee shall deviate from the color scheme, logo or design approved by the fire chief without his prior consent.

(b) The franchisee shall maintain records within the county and allow for audits as provided in applicable sections of this chapter and Titles 6 and 7 of this code. The director of business license may with twenty-four hours’ written notice inspect the financial records of a franchisee.

(c) A franchisee shall adhere to response time standards and staffing requirements of this chapter in its service area and individually in each subzone of its service area. The franchisee shall ensure that each subzone in its service area receives the same level of service or level of performance as compared with other subzones it serves within the franchise service area.

(d) The AOC may adopt administrative policies and procedures as necessary to carry out the provisions of this chapter and any franchise agreement executed pursuant to this chapter, subject to the approval of the county manager.

(e) A franchisee shall not use, encourage, advocate or solicit the use of any telephone number or system of communication in lieu of the 911 emergency telephone system number for the dispatch of an ambulance to any call except for non-emergency ambulance service as defined by this chapter.

(f) Unless otherwise specified in its franchise agreement or required by AOC regulations or procedures, and except for non-emergency ambulance service, when a franchisee receives a request for service through any means, which if processed through EMS priority dispatch protocols would be determined to be a category A, B, C, D or E level call, the franchisee shall electronically transfer information on the call to the FAO, including patient location, condition and call-back number.

(g) If a franchisee is either providing special event medical service and a patient’s condition requires transport, or franchisee is directly called to transport a patient from a special event, except for non-emergency ambulance service requests, the franchisee shall electronically transfer information on patient location, condition, availability of or need for the dispatch of an ambulance and call-back number to the FAO.

(h) A franchisee shall replace at an incident site to which it has been dispatched all disposable items used by the fire department in providing care and treatment of persons who will be
transported by the franchisee. If the disposal items that are being replaced are included on the brand name specific list approved by the AOC, then the items returned shall be those brand name items. If it is not in the best interest of patient care to complete the replacement of disposable items at the incident site, the fire department will furnish the franchisee with a list of items to be replaced accompanied by the name(s), if known, and incident number(s) of the patient(s) for which the items were used. A franchisee shall, within twenty-four hours of receipt of the list of items, resupply to the fire department all items on such list by delivering them to one central delivery point or by other arrangement agreed upon by the franchisee and the fire department. Within twenty-four hours and/or in accordance with the policy determined by the AOC, a franchisee will retrieve and return to the fire department all durable equipment supplied by the fire department in providing EMS and any other fire department equipment which has come into the franchisee's possession.

(i) Ambulances used for emergency 911 responses by a franchisee shall be replaced no later than when the vehicle mileage reaches 300,000 miles. Franchisees that have a current Franchise Agreement with the County on June 1, 2009, shall have until June 30, 2011, to comply with this provision.

SECTION 3. Title 5, Chapter 5.03, Subsection 5.03.130 of the Clark County Code is hereby amended as follows:

5.03.130 Protocol.
To facilitate the most efficient ongoing and continuous care of patients, the following procedures shall apply.

(a) Upon arrival at the scene of an incident where patient care is being provided by fire department personnel, the ambulance franchisee’s personnel shall:
(1) Seek out the officer or paramedic in charge (“incident commander”) for an information report on patient care already provided (at no time shall patient care be interrupted);
(2) Request possible assignments to assist in any additional care;
(3) Avoid duplicating any patient assessment or treatment already completed;
(4) Work under the direction of the officer or paramedic in command of the scene.
(b) Upon arrival at the scene of an incident where patient care is being provided by ambulance franchisee’s personnel, the fire department may assume command of the scene. In the event that the fire department does assume command of the scene it shall:
(1) Seek out the ambulance franchisee’s employee in charge for a report on the condition of the patient, and any treatment that may have been provided (at no time shall patient care be interrupted);
(2) Request transfer of information from the ambulance franchisee’s personnel;
(3) Remain in charge of the scene while at the scene.
(c) Upon the fire department’s assumption of command of an incident scene, care of a patient or patients shall be the responsibility of fire department personnel until such personnel have ceased to provide patient care and responsibility has been transferred to franchisee personnel. Provided, however, that at no time shall personnel delay initiation of appropriate treatment or transportation of a patient in anticipation of fire department response. It is the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.
(d) A franchisee shall not send additional ambulances to an incident unless so authorized by the incident commander or the FAO.

(e) If a call is closed by a Fire Department unit by changing status to available, the Franchisee shall continue to the scene unless the Franchisee receives notification from the FAO that the call is cancelled. The Franchisee shall substantiate the on-scene time through usage of AVL/GPS data reports or, if the AVL/GPS was not functioning, through alternative methods established by the AOC. If the Franchisee cannot electronically transfer data to the FAO due to the closing of the call, the data in the Franchisee’s CAD will be verification of the official response time.

SECTION 4. Title 5, Chapter 5.03, Subsection 5.03.140 of the Clark County Code is hereby amended as follows:

5.03.140 Response time standards.

(a) Unless otherwise provided in a franchise agreement, requests for ambulance service which are received through the FAO, including seven-digit requests for emergency service, or through a 911 emergency telephone system shall meet the following response time performance standards: 
(1) For all EMS priority dispatch B, C, D and E level emergency calls, the response time shall be no greater than eleven eight minutes and fifty-nine seconds.
(2) For all EMS priority dispatch D level emergency calls, the response time shall be no greater than twelve minutes and fifty-nine seconds.
(3) For all EMS priority dispatch A level emergency calls, the response time shall be no greater than nineteen minutes and fifty-nine seconds.

(2) A franchisee must have ninety percent compliance with the response time standards set forth in subsection subsections (1) and (2) of this section for the combined total of EMS priority dispatch B, C, D and E level emergency calls each calendar month within a service area or each subzone of the service area, as such service area or subzones of the service area are established or amended in accordance with the terms of the franchise agreement.

(3) In addition to the provisions of subsections (a)(1) (2) and (3) (4) of this section, a franchisee’s failure to arrive on scene in response to EMS priority dispatch C, D and E level emergency calls within fourteen minutes and fifty-nine seconds of dispatch by the FAO may be cited in a franchise agreement as grounds for taking further disciplinary action against a franchisee.

(b) A franchise agreement may specify an area of the unincorporated county wherein the response time requirement of this section shall not apply.

(c) A franchisee’s failure to comply with the response time requirements of this section and any resulting penalties may be waived by the county manager after consideration of any recommendation made by the AOC regarding such waiver, and in accordance with the provisions of the franchisee’s franchise agreement, when under the following circumstances:

(1) The franchisee was unable to locate the incident due to incorrect or inaccurate dispatch information from the FAO, such as incorrect number of a street address, street name (and direction, if applicable), street designator or fire district and phantom grids as maintained by the FAO;

(2) Due to circumstances beyond the franchisee’s, including, without limitation, detention of ambulance and crew at a hospital emergency department for excessive lengths of time while
(d) Calls not canceled by the FAO before the response time requirement has expired but for which the ambulance crew failed to substantiate the on-scene time through usage of AVL/GPS data reports or, if the AVL/GPS was not functioning, failed to report on-scene time through alternative methods established by the AOC, will be considered as failing to meet the eleven eight minute and fifty-nine second, twelve minute and fifty-nine second, fourteen minute and fifty-nine second or nineteen minute and fifty-nine second response time requirements of this section.

(e) Calls for which an ambulance did not respond within the applicable eleven eight minute and fifty-nine second, twelve minute and fifty-nine second, fourteen minute and fifty-nine second or nineteen minute and fifty-nine second response time requirements of this section, either by the franchisee or by another ambulance service provider through a mutual aid agreement or as provided for in Subsection (h) of this Section, when the call was not canceled by the FAO dispatch before expiration of the response time requirement, will be considered as failing to meet the response time requirements of this section.

(f) When multiple ambulances are dispatched by FAO to a single incident, the applicable eleven eight minute and fifty-nine second, twelve minute and fifty-nine second or fourteen minute and fifty-nine second response time standard specified in this section will apply only to the first ambulance dispatched by FAO. And additional ambulances responding to the incident will not have a response time requirement nor be counted as a separate call by a franchisee in calculating its monthly ninety percent response time compliance required by this section.

(g) When a franchisee requests mutual aid from another franchisee, the requesting franchisee will count that call in its total monthly calls in calculating its ninety percent on-time response requirements of this section and will be responsible for any incidental late penalties for such response.

(h) When a Franchisee is dispatched by the FAO to a location that is on any geographical boundary line of the Franchisee’s Service Area that is also located completely within the unincorporated area of the County, but the dispatched location is located within the service area of another ambulance service provider, the Franchisee may respond to the call without requiring the other ambulance service provider to request Mutual Aid provided that the other ambulance service provider shall be subject to the response time requirements and any late penalties as provided for in this Section as if it were a call requested through Mutual Aid.

(i) When the FAO closes a call, the call is terminated and the applicable response time standard specified in this section will apply. If the FAO reopens the call, the Franchisee shall consider this a new call and calculate the response time from the time the franchisee receives information that the call has been reopened to the time when the ambulance dispatched to the incident arrives and reports that it is “on scene” as that term is defined by the AOC, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

SECTION 5. Title 5, Chapter 5.03, Subsection 5.03.150 of the Clark County Code is hereby amended as follows:

5.03.150 Penalty assessment and appeal process.

(a) An ambulance service franchise agreement shall provide for penalties and remedies in the
event the franchisee fails to comply with the ambulance response time, personnel, equipment and reporting requirements of this chapter. Penalties assessed under a franchise agreement for incidents occurring within the unincorporated county shall be paid to the county; penalties assessed with respect to reporting requirements shall be split equally and paid to the AOC entities to whom a non-compliant report applied.

(b) In addition to any other remedy or penalty provided in this chapter or a franchise agreement, failure of a franchisee to meet the monthly ninety percent response time requirements set forth in this chapter within its franchise service area or any subzone thereof, as defined by a franchise agreement, for any four three months during any twelve-month period consisting of twelve consecutive calendar months shall be grounds for readjustment of the franchise service area defined in the agreement, revocation of the franchise or any other appropriate action as may be determined by the county commission, in its sole discretion, including, but not limited to, the provisions of Section 5.03.190 of this Chapter.

(c) Penalty assessment process. A franchisee shall, within fourteen days of receipt of penalty assessments, make payment of the total amount of penalties assessed or provide a written appeal of the penalties assessed, or any portion thereof, to the county manager. Within thirty days of receipt of a written appeal, the county manager will provide the franchisee a written letter of determination on the appeal. Within fourteen days of receipt of the county manager’s determination, the franchisee shall make payment of the total amount of the county manager’s penalty assessments. The county manager’s decision shall be final for the purposes of administrative review.

(d) The penalties paid to the county shall be used to pay for EMS related expenditures and administrative oversight of ambulance franchises.

SECTION 6. Title 5, Chapter 5.03, Subsection 5.03.160 of the Clark County Code is hereby amended as follows:

5.03.160 Reporting requirements of a franchisee.

(a) In addition to the reporting requirements of Titles 6 and 7 of this code, a franchisee shall submit at the request of either the county manager or AOC reports, records and/or other information regarding emergency and non-emergency transports that are necessary to verify compliance with this code and the franchise agreement executed pursuant to this chapter. Such reports, records or information shall be submitted in a format and on the date directed by the county manager or AOC.

(b) Upon receipt of a written release of information from any patient who has been transported by a franchisee, that franchisee shall provide to the patient, and county at county’s request if so authorized by the patient’s written release, all information related to the transport in question, including but not limited to all of its billing records relating to that patient, supported by the account number or patient number of that patient.

(c) A franchisee may keep records using account numbers or patient numbers rather than names and addresses, provided, however, that such records shall include FAO incident number where applicable.

(d) The franchisee shall provide a monthly report to the county manager listing any litigation filed against the franchisee of which it is aware arising from or in any way related to its operations in the county.
(e) The franchisee shall provide an annual report to the county manager or AOC listing all ambulance vehicles by vehicle identification number, vehicle number and license plate, that are used for emergency 911 response and indicating the odometer mileage reading of each vehicle. The mileage reading shall be documented for each vehicle during the month of January of each year and the date of the reading for each vehicle shall be included in the list. The mileage list shall be due by no later than March 1 of each year.

SECTION 7. If any provision, section, paragraph, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this chapter. It is the intent of the county commission in adopting this chapter that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this chapter are declared to be severable.

SECTION 8. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Clark County Code in conflict herewith are hereby repealed.

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SECTION 9. This ordinance shall take effect and be in force from and after June 1, 2009, and the publication thereof by title only, together with the names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

PROPOSED on the 17th day of March, 2009.

PROPOSED BY: Commissioner ____________________

PASSED on the ______ day of _____________, 20__.

AYES: ____________________

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NAYS: ____________________

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ABSTAINING: ____________________

ABSENT: ____________________

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

ATTEST: ____________________

BY ____________________

RORY REID, Chairman

SHIRLEY B. PARRAGUIRRE, County Clerk

APPROVED AS TO FORM:

_______________________

MARK E. WOOD
Deputy District Attorney