

1 **BILL NO. 2005-58**

2 **ORDINANCE NO. 5800**

3 **AN ORDINANCE TO AMEND THE MUNICIPAL CODE PROVISIONS GOVERNING THE**
4 **OPERATIONAL AND FRANCHISE REQUIREMENTS FOR AMBULANCE SERVICES AND**
5 **SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS.**

6 Proposed by: Mark Vincent, Director of
7 Finance and Business Services

8 Summary: Establishes new criteria for
9 determining ambulance response time
10 compliance, increases fees chargeable for
11 ambulance services and loaded mileage, and
12 permits annual increases of such fees based on
13 the Consumer Price Index.

14 **THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN**

15 **AS FOLLOWS:**

16 **SECTION 1: Title 6, Chapter 8, Section 20, of the Municipal Code of the City of Las**
17 **Vegas, Nevada, 1983, is hereby amended to read as follows:**

18 **6.08.020: As used in this Chapter, unless the context otherwise requires, the words and terms**
19 **defined in this Section have the meanings ascribed to them herein, as follows:**

20 "Administrative Oversight Committee" or "AOC" means the committee established by the
21 Interlocal Agreement for Ambulance Service Regulation adopted by the County, the City of Las Vegas
22 and the City of North Las Vegas on July 18, 2001; or the City if the AOC is terminated or if the City
23 withdraws its participation in the interlocal agreement.

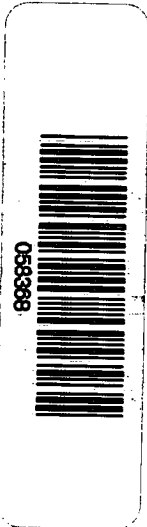
24 ["Advanced life support" or "ALS" means that level of patient care authorized to be performed
25 by ALS personnel under Health District regulations.

26 "Advanced life support assessment" or "ALS assessment" means a medical assessment
27 performed by ALS personnel as part of an emergency response that was necessary because the
28 patient's reported condition at the time of dispatch was such that only ALS personnel was qualified
to perform the assessment.

"Advanced life support intervention" or "ALS intervention" means a procedure that is in
accordance with State and Health District regulations beyond the scope of authority of an EMT-Basic.

"Advanced life support, level 1" or "ALS1" means transportation by ambulance service,
medically necessary supplies and services and:

- (1) An ALS assessment by ALS personnel; or



1 (2) The provision of at least one ALS intervention by ALS personnel.

2 "Advanced life support, level 2" or "ALS2" means transportation by ambulance service,
3 medically necessary supplies and services, and the administration by ALS personnel of at least:

4 (1) Three medications by intravenous push/bolus or by continuous infusion excluding
5 crystalloid, hypotonic, isotonic, and hypertonic solutions (Dextrose, Normal Saline, Ringer's Lactate);

6 or

7 (2) One of the following advanced life support procedures:

8 (a) Manual defibrillation/cardioversion;

9 (b) Endotracheal intubation;

10 (c) Central venous line;

11 (d) Cardiac pacing;

12 (e) Chest decompression;

13 (f) Surgical airway; or

14 (g) Intraosseous line.

15 "Advanced life support personnel" or "ALS personnel" means persons trained to the level of
16 an EMT-Intermediate or EMT-Paramedic.]

17 "Advanced life support" or "ALS," whether used alone or as a modifier of other nouns, has
18 the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605),
19 as may be amended. Likewise, the terms "ALS1" and "ALS2" have the same meanings as the
20 definitions of those terms in 42 CFR 414.605, as may be amended.

21 "Air ambulance" means an aircraft, both fixed wing and rotary wing aircraft, especially
22 designed, constructed, modified or equipped to be used for the transportation of injured or sick
23 persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly
24 scheduled flights.

25 "Ambulance" means a motor vehicle which is specially designed, constructed, equipped and
26 staffed to provide basic, intermediate or advanced care for one or more:

27 (1) Sick or injured persons; or

28 (2) Persons whose medical condition may require special observation during

1 transportation. For the purposes of this Chapter, the term “ambulance” specifically excludes
2 nonmedically supervised patient transports and special event medical service transports.

3 “Ambulance service” means the emergency medical care and transport, the non-emergency
4 medical care and transport service, including inter-facility ambulance transport service, or both, which
5 are provided to patients utilizing an ambulance with appropriately licensed personnel. The term
6 “ambulance service” does not include the use of vehicles for nonmedically supervised patient transport
7 service, air ambulance service or special event medical service transports.

8 “Applicant” means a person who submits a completed application for a franchise as set forth
9 in this Chapter.

10 “Application” means all written documentation, statements, representations and warranties
11 provided to the City by an applicant, in accordance with this Chapter, to be relied upon by the City
12 Council in making its determination of whether to grant or withhold a franchise.

13 “Automatic Vehicle Locator” or “AVL” means the automated system used to track or
14 determine the physical location of ambulance vehicles through a Global Positioning System (GPS),
15 on a computerized mapping system that is integrated with the Fire Alarm Office.

16 “Basic life support” or “BLS” [means transportation by ambulance service with the provision
17 of medically necessary supplies and services by a person who is qualified in accordance with the
18 Health District regulations as an EMT-Basic.] has the same meaning as the definition of that term in
19 the Code of Federal Regulations (42 CFR 414.605), as may be amended.

20 “City” means the City of Las Vegas, Nevada.

21 “City Council” means the governing body of the City.

22 “City Manager” means the City Manager appointed by the City Council to perform such
23 administrative functions of the City government as may be required of him or her by the City Council,
24 or his or her designee.

25 “Computer-aided dispatch” or “CAD” means dispatching of emergency vehicles through the
26 computer technology to calls for service.

27 “CPI-MCS” means the Consumer Price Index (CPI) for all Urban Consumers: U. S. City
28 Average, Series CUUR0000SAM2, Medical Care Services, as published by the U. S. Department of

1 Labor, Bureau of Labor Statistics, Washington, D.C.

2 ["CPI-U" means the Historical Consumer Price Index (CPI) for all Urban Consumers: U. S.
3 City Average, Major Groups, CPI Detailed Report, All Items Average, as published by the U. S.
4 Department of Labor, Bureau of Labor Statistics, Washington, D.C.]

5 "Critical care transport" (CCT) or "specialty care transport" (SCT) both have the same
6 meaning as the term "specialty care transport" as defined in the Code of Federal Regulations (CFR
7 42 CFR 414.605), as may be amended.

8 "Department" means the Department of Finance and Business Services.

9 "Director" means the Director of the Department of Finance and Business Services, or his or
10 her designee.

11 "Emergency" has the same meaning as that term is defined by the Health District, as may be
12 amended.

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

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

19 "EMS priority dispatch" means a dispatch system:

20 (1) Whereby Certified Emergency Medical Dispatchers (EMD's) give lifesaving pre-arrival
21 instructions to person requesting the same; and

22 (2) Which provides for the dispatch of the appropriate level of emergency vehicle response,
23 A, B, C, D or E as determined by use of a priority card or computer program, based on the severity
24 of the medical emergency.

25 "Emergency medical technician-intermediate" or "EMT-Intermediate" means a person who
26 is qualified, in accordance with the Health District regulations as an EMT-Basic and who is also
27 qualified in accordance with the Health District regulations to perform essential advanced techniques
28 and to administer a limited number of medications.

1 “Emergency medical technician-paramedic” or “EMT-Paramedic” means a person possessing
2 the qualifications of the EMT-Intermediate and also, in accordance with the Health District
3 regulations, as having enhanced skills that include being able to administer additional advanced life
4 support interventions and medications.

5 “Emergency response” [means an ambulance service beginning as quickly as possible to take
6 the steps necessary to respond at the BLS or ALS level of service to a 911 call or the equivalent in
7 areas without a 911 call system.] has the same meaning as the definition of that term in the Code of
8 Federal Regulations (42 CFR 414.605), as may be amended.

9 “Financial statements” means audited financial statements of the local operation of the
10 franchised business. Financial statements are to include: balance sheet, income statement, statements
11 of cash flows, and statement of retained earnings.

12 “Fire Alarm Office” or “FAO” means the office referred to as Firecom in the Health District
13 regulations which is administered by the City of Las Vegas through an interlocal agreement among
14 the City of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

15 “Fire Department” means the City’s Department of Fire and Rescue.

16 “Franchise” means the authorization granted to a person by the City Council to provide
17 ambulance service within the City’s rights-of-way, highways, streets, roads and alleys. The terms and
18 conditions of such authorization will be described in a franchise agreement specific to such purpose.

19 “Franchise agreement” means the written agreement entered into between the City and a
20 franchisee evidencing the City’s authorization for a franchisee to provide ambulance service requiring
21 the franchisee to comply with the terms of this Chapter and incorporating such other reasonable
22 provisions as the City Council deems appropriate.

23 “Franchise service area” or “service area” means the geographic area of the City, including any
24 sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized and required
25 to provide ambulance service.

26 “Franchisee” means the person to whom an ambulance service franchise is granted by the City
27 Council pursuant to this Chapter.

28 “Health District” means the Clark County Health District, its officers and authorized agents.

1 "Health District regulations" means the applicable EMS regulations adopted by the Clark
2 County District Board of Health, as they may be amended from time to time.

3 "Health Officer" means the Health Officer of the Health District.

4 "Inter-facility ambulance transport service" means [an emergency or a nonemergency]
5 transport of a patient by ambulance that originates and terminates at previously designated medical
6 facilities or locations.

7 "Loaded mileage" has the same meaning as the definition of that term in the Code of Federal
8 Regulations (42 CFR 414.605), as may be amended.

9 "Maximum ambulance service rate" means the maximum amount that a franchisee may bill
10 a patient or other payer for the level of ambulance service [actually required by the patient's
11 condition,] provided to the patient, as established in this Chapter, including all ancillary services and
12 supplies used in providing ambulance service.

13 "Mutual aid" means ambulance service provided within the franchise service area [by
14 neighboring ambulance franchisee providers other than the service area franchisee at the request of
15 the FAO, pursuant to an agreement approved by the AOC governing the exchange of service
16 assistance when requested.] in response to a request by a franchisee through the FAO for assistance
17 from another franchisee to provide ambulance service in the requesting franchisee's authorized service
18 area pursuant to an agreement between the franchisees that is on file with the AOC.

19 "Nonemergency ambulance service" means [prearranged inter-facility ambulance transport
20 service provided to patients with nonlife-threatening conditions, or ambulance service which is
21 determined to be nonlife-threatening when processed through the EMS priority dispatch protocol, and
22 which does not require the use of lights and sirens.] prearranged non-911 dispatched ambulance
23 service provided to patients with non-life-threatening conditions that does not require the use of
24 lights and sirens, including without limitation nonemergency ambulance service requested at special
25 events and other non-911-dispatched ambulance service requests that would be categorized as
26 nonemergency transfers or level 33-A calls (as that term is approved and endorsed by the Health
27 District) when processed through EMS priority dispatch protocol.

28 "Nonmedically supervised patient transfer service" means the transportation of a person that

1 does not require any medical supervision, observation or care while en route, as permitted by the State
2 of Nevada Transportation Services Authority.

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

8 “Rights-of-way” means property dedicated to, granted to, or held or prescriptively used by the
9 City for public street, alley, road and highway purposes.

10 “Service category” means the type or level of ambulance service that is specified in a franchise
11 granted pursuant to this Chapter.

12 “Seven-digit request for emergency service” means any telephone request for emergency
13 ambulance service that is received directly by a franchisee [and required to be electronically
14 transferred immediately to the FAO system.] from any source, including representatives of law
15 enforcement agencies, which is required to be electronically transferred immediately to the FAO
16 system.

17 “Special event” means activities such as, but not limited to, sporting events, off-road vehicle
18 races, speedway races, concerts, fairs and parades occurring on a specific date and time at a specific
19 location.

20 “Special event medical service” or “SEMS” means the providing of medical care to the
21 participants and members of the public in attendance at a special event pursuant to a contractual
22 arrangement between a special event medical service provider or a franchisee and the special event
23 owner, operator, promoter, organizer or any other person authorized to enter into such [contract]
24 contractual arrangements on behalf of the special event.

25 “Special event medical service provider” or “SEMS provider” means a person who has
26 obtained a special event medical service provider business license pursuant to Title 6 of this Code and
27 special purpose ambulance service permits required pursuant to Health District regulations.

28 “Special event vehicle” means the special purpose vehicle permitted by Health District

1 regulations which for the purposes of this Chapter may be used for the sole purpose of providing
2 standby medical coverage at predesignated special events. Except as otherwise provided in this
3 Chapter, the term does not include a vehicle which provides ambulance service over City
4 rights-of-way.

5 ["Specialty care transport" or "SCT" means the inter-facility ambulance transport service
6 provided to a critically injured or ill patient by ambulance from one designated medical facility to
7 another previously designated medical facility with medically necessary supplies and services being
8 provided by at least one health professional possessing the qualifications beyond the scope of an
9 EMT-Paramedic.]

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

13 "Sub-zone" means a portion of a franchise service area as defined in a franchise agreement.

14 "Transfer of ownership or control" means any transaction in which:

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

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

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

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

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

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

28 "Unforeseen economic circumstance" means:

1 (1) That within a given twelve-month calculation period the percentage change in the
2 [CPI-U] CPI-MCS was greater than ten percent or less than zero (decrease); or

3 (2) Another circumstance or set of circumstances which the City Council determines to
4 have had a significant effect on the cost of providing ambulance service.

5 "Volunteer ambulance service" means volunteer ambulance service which is authorized and
6 operated under the direct supervision of the Fire Department.

7 SECTION 2: Title 6, Chapter 8, Section 50, of the Municipal Code of the City of Las
8 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **6.08.050:** The franchise fee shall be the amount set forth in a franchise agreement which has been
10 determined necessary to partially reimburse the City for costs incurred in dispatch processing,
11 providing or arranging for services, administering the franchise agreement, regulatory oversight, and
12 such other service as permitted by applicable law. Franchise fees shall be paid according to the
13 provisions of the franchise agreement, and shall be accompanied by such supporting documentation
14 as the Director deems necessary.

15 SECTION 3: Title 6, Chapter 8, Section 110, of the Municipal Code of the City of
16 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

17 **6.08.110:** An ambulance service franchise shall grant non-exclusive permission to the franchisee
18 to provide ambulance services for the service level and category so authorized in the service areas
19 specifically described in the franchise agreement, according to the terms and conditions contained in
20 the franchise agreement. No provision, term of art, map or illustration, nor Section title of this
21 Chapter, nor of any franchise agreement granted under this Chapter, shall imply, suggest, connote or
22 in any way infer that any franchisee holds any degree of exclusivity to solely provide ambulance
23 service within the City, nor within any franchise service area within the City, nor any sub-zone thereof.

24 SECTION 4: Title 6, Chapter 8, Section 120, of the Municipal Code of the City of
25 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

26 **6.08.120:** The following provisions shall apply to franchises issued pursuant to this Chapter:

27 (A) The franchise agreement shall incorporate and be subject to the provisions of
28 this Chapter, as it may be amended from time to time, all of which shall be binding upon the

1 franchisee and its approved successors, transferees of ownership or control, and assignees. In no event
2 shall this Chapter be considered a contract between the City and the franchisee such that the City
3 would be prohibited from amending any provision hereof

4 (B) All documents provided by the applicant as part of the completed application
5 and all statements, representations, warranties and promises made therein by the applicant and relied
6 upon by the City in granting the franchise shall be binding upon the franchisee.

7 (C) A franchise shall be revocable in accordance with the provisions of this Chapter
8 if the franchisee fails, for reasons other than force majeure, to provide ambulance services within the
9 period of time specified in the franchise agreement.

10 (D) [The term of a franchise agreement shall be five years.] A franchise agreement
11 shall set forth its length of term.

12 (E) No privilege or exemption shall be inferred from the granting of any franchise
13 unless it is specifically mentioned in this Chapter or in the franchise agreement.

14 (F) The granting of a franchise pursuant to this Chapter shall not impart to the
15 franchisee any vested ownership right or ownership interest in any rights-of-way or City property,
16 notwithstanding the right to use City rights-of way or City property to provide its ambulance service.

17 (G) As a condition of the franchise and prior to providing ambulance service a
18 franchisee shall provide the City with a detailed statement of the equipment and facilities to be used
19 in providing ambulance service, including:

- 20 (1) A copy of its Health District ambulance service permit;
- 21 (2) The vehicle identification number, make, type, age, condition and
22 patient capacity of each ambulance available for use within the service area, a detailed description of
23 the equipment thereon and the identification number of the red light and siren permit issued by the
24 Nevada Highway Patrol;
- 25 (3) The location and description of the premises which are to be used as the
26 base of operations and any terminals, officers and other facilities to be used in the operations;
- 27 (4) A description of the franchisee's procedures related to vehicle
28 maintenance and repair;

1 (5) A copy of the franchisee's Federal Communications Commission
2 license; and

3 (6) Proof that the franchisee's AVL and CAD have been tested for
4 compatibility with the FAO and have performed in a manner acceptable to the Fire Chief in his or her
5 sole discretion.

6 (H) The AOC may adopt administrative policies and procedures as necessary to
7 carry out the provisions of this Chapter and franchise agreements executed pursuant to this Chapter,
8 subject to the approval of the City Manager.

9 SECTION 5: Title 6, Chapter 8, Section 130, of the Municipal Code of the City of
10 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11 **6.08.130:** (A) No franchisee shall deviate from the color scheme, logo or design approved by
12 the Fire Chief without his or her prior consent.

13 (B) The franchisee shall maintain records within the City and allow for audits as
14 provided in applicable Sections of this Chapter and Title 6 of this Code.

15 (C) A franchisee shall adhere to response time standards and staffing requirements
16 of this Chapter in its service area and individually in each sub-zone that the franchisee is authorized
17 to serve. The franchisee shall ensure that each sub-zone in its service area receives the same level of
18 service or level of performance as compares with other sub-zones it serves within the franchise service
19 area.

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

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

1 (F) [In the event] Except with respect to nonemergency ambulance service, when
2 a franchisee is providing special event medical service and a patient's condition requires transport, or
3 a franchisee is directly called to transport a patient from [such an] a special event, the franchisee shall
4 electronically transfer information on the call to the FAO, including patient location, condition,
5 availability of or need for the dispatch of an ambulance and call-back number to the FAO.

6 SECTION 6: Title 6, Chapter 8, Section 150, of the Municipal Code of the City of
7 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

8 **6.08.150:** [(A) Unless otherwise provided in a franchise agreement, requests for ambulance
9 service which are received through the FAO, including seven-digit requests for emergency service,
10 or through a 911-emergency telephone system shall meet the following response time performance
11 standards:

12 (1) For all EMS priority dispatch C, D and E level emergency calls, the
13 response time shall be no greater than eight minutes and fifty-nine seconds (8:59) for at least ninety
14 percent of the calls in any calendar month within the franchise service area and each sub-zone thereof
15 as defined in the franchise agreement. For all EMS priority dispatch B level emergency calls, the
16 response time shall be no greater than twelve minutes and fifty-nine seconds (12:59) for at least ninety
17 percent of the calls in any calendar month within the franchise service area and each sub-zone thereof
18 as defined in the franchise agreement. Calls for which the ambulance crew fails to activate the
19 on-scene button which is installed in the ambulance shall be considered failure to meet the 8:59 or
20 12:59 response time requirement; and

21 (2) For all nonemergency calls dispatched through the FAO, response time
22 requirements shall be determined by the AOC.

23 (B) A franchise agreement may specify an area of the City wherein the response
24 time requirements of this Section shall not apply.

25 (C) An exemption to response time requirements may be granted by the Director,
26 provided that the explanation of exemption shall appear in the dispatch notes transferred from the
27 franchisee to the FAO, in a case where:

28 (1) Multiple ambulances responded to a single incident, in which case the

1 response time requirement shall be measured only on the first arriving ambulance;

2 (2) A franchisee was unable to locate the incident due to incorrect or
3 inaccurate dispatch information from the FAO, such as incorrect number of street address, street name,
4 direction, street designator or fire district and phantom grids as maintained by the FAO;

5 (3) Disrupted voice or data transmission occurred during dispatch by the
6 FAO or through the franchisee's radio transmission or pager system; provided, however, that the
7 franchisee's system failure has been verified in writing; or

8 (4) An unavoidable delay occurred due to severe weather conditions which
9 impaired visibility or created other unsafe driving conditions.

10 (D) Any other exemptions to response time requirements may be granted by the
11 Director only after the AOC has reviewed a written request for exemption and has made a
12 recommendation on the request to the Director pursuant to the policies and procedures required by the
13 AOC.]

14 (A) Requests for ambulance service which are received through the FAO, including
15 seven-digit requests for emergency service, or through a 911-emergency telephone system shall meet
16 the following response time performance standards:

17 (1) For all EMS priority dispatch C, D and E level emergency calls, the
18 response time shall be not greater than eight minutes and fifty-nine seconds (8:59).

19 (2) For all EMS priority dispatch B level emergency calls, the response time
20 shall be no greater than twelve minutes and fifty-nine seconds (12:59).

21 (3) For all EMS priority dispatch A level emergency calls, the response time
22 shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

23 (B) A franchisee must have ninety percent compliance with the response time
24 standards of Subsection (A) of this Section for the combined total of EMS priority dispatch B, C, D,
25 and E level emergency calls during each calendar month within a service area or each sub-zone of the
26 service area as such service area or sub-zones thereof are established or amended in accordance with
27 the terms of the franchise agreement.

28 (C) In addition to the provisions of Subsection (A) of this Section, a franchisee's

1 failure to arrive on the scene in response to EMS priority dispatch C, D and E level emergency calls
2 within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO may be cited in the
3 franchise agreement as grounds for taking further disciplinary action against a franchisee.

4 (D) A franchisee's failure to comply with the response time requirements of this
5 Chapter and resulting penalties may be waived by the Director after his or her consideration of any
6 recommendations made by the AOC, and provided that such waiver is not contrary to the provisions
7 of the franchise agreement, under the following circumstances:

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

11 (2) Due to circumstances beyond the franchisee's control, including
12 detention of ambulance and crew at a hospital emergency department for excessive lengths of time
13 waiting for hospital staff to accept transfer of care of a patient.

14 (E) Calls not canceled by the FAO before the response time requirement has
15 expired but for which the ambulance crew failed to substantiate the on-scene time through usage of
16 AVL/GPS data reports or, if the AVL/GPS was not functioning, failed to report through alternative
17 methods established by the AOC, will be considered as failing to meet the 8:59, 12:59, 14:59 or 19:59
18 response time requirements of this Section.

19 (F) Calls for which an ambulance did not respond within the applicable 8:59, 12:59,
20 14:59 or 19:59 response time requirements of this Section, either by the franchisee or by another
21 ambulance service provider through a mutual aid agreement, and the call was not canceled by the FAO
22 before expiration of the response time requirement, will be considered as failing to meet the response
23 time requirements of this Section.

24 (G) When multiple ambulances are dispatched by FAO to a single incident, the
25 applicable 8:59, 12:59, or 14:59 response time standard specified in this Section will apply only to the
26 first ambulance dispatched by FAO, and additional ambulances responding to the incident will not
27 have a response time requirement nor be counted as a separate call by a franchisee in calculating its
28 monthly ninety percent response time compliance required by this Section.

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

5 (I) The franchise agreement may specify an area of the City wherein the response
6 time requirements of this Section shall not apply.

7 (J) In addition to any other remedy and penalty provided in this Chapter or the
8 franchise agreement, failure of a franchisee to meet the monthly ninety percent response time
9 requirements set forth in this Chapter within its service area or any sub-zone thereof, as defined by the
10 franchise agreement, for any three months during any twelve-month period shall be grounds for
11 readjustment of the service area, revocation of the franchise or any other appropriate action as may
12 be determined by the City Council, in its sole discretion.

13 SECTION 7: Title 6, Chapter 8, Section 160, of the Municipal Code of the City of
14 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

15 **6.08.160:** (A) [To facilitate the most efficient ongoing and continuous care of patients,] Except
16 as otherwise provided by Subsection (B) of this Section, the following procedures shall apply:

17 [(A)] (1) Upon arrival at the scene of an incident where patient care is being
18 provided by Fire Department personnel, the ambulance franchisee's personnel shall:

19 [(1)] (a) Seek out the officer or paramedic in charge (Incident
20 Commander) for an information report on patient care already provided; [at no time shall patient care
21 be interrupted;]

22 [(2)] (b) Request possible assignments to assist in any additional care;

23 [(3)] (c) Avoid duplicating any patient assessment or treatment already
24 completed; and

25 [(4)] (d) Work under the direction of the [officer or paramedic in
26 command of the scene.] Incident Commander.

27 [(B)] (2) Upon arrival at the scene of an incident where patient care is being
28 provided by ambulance franchisee's personnel, the Fire Department may assume command of the

1 scene. In the event that the Fire Department does assume command of the scene it shall:

2 [(1)] (a) Seek out the ambulance franchisee's employee in charge for a
3 report on the condition of the patient, and any treatment that may have been provided; [at no time shall
4 patient care be interrupted;]

5 [(2)] (b) Request transfer of information from the ambulance franchisee's
6 personnel; and

7 [(3)] (c) Remain in charge of the scene while at the scene.

8 [(C)] (3) Upon the Fire Department's assumption of command of an incident
9 scene, care of a patient or patients shall be the responsibility of the Fire Department personnel until
10 such personnel have ceased to provide patient care and responsibility has been transferred to
11 franchisee personnel; provided, however, that at no time shall ambulance franchisees' personnel delay
12 initiation of appropriate treatment or transportation of a patient in anticipation of Fire Department
13 response. It is the responsibility of all agencies providing patient care to cooperate and assist in
14 treatment and transportation requirements.

15 (4) A franchisee responding to an FAO call shall not send additional
16 ambulances to an incident unless so authorized by the Incident Commander or the FAO.

17 (B) Nothing in Subsection (A) of this Section shall be deemed to require or
18 authorize the interruption of patient care in progress.

19 SECTION 8: Title 6, Chapter 8, Section 170, of the Municipal Code of the City of
20 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

21 **6.08.170:** A franchisee shall replace at an incident site to which it has been dispatched all
22 disposable items used by the Fire Department in providing care and treatment. If it is not in the best
23 interest of patient care to complete the replacement of disposable items at the incident site, the Fire
24 Department will furnish the franchisee with a list of items to be replaced accompanied by the name,
25 if known, and incident number of the patient for whom the items were used. A franchisee shall, within
26 twenty-four hours of receipt of the list of items, resupply to the Fire Department all items on such list
27 by delivering them to one central delivery point or by other arrangement agreed upon by the franchisee
28 and the Fire Department. If a disposable item had a brand name approved by the AOC, the

1 replacement item shall have the same brand name. Within twenty-four hours, or such longer period
2 as has been established as policy by the AOC, a franchisee will retrieve and return to the Fire
3 Department all durable equipment supplied by the Fire Department in providing EMS and any other
4 Fire Department equipment which has come into the franchisee's possession.

5 SECTION 9: Title 6, Chapter 8, Section 180, of the Municipal Code of the City of
6 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7 **6.08.180:** [(A) An ambulance service franchise may provide for response time penalties as
8 follows:

9 (1) A penalty for failure to meet the 8:59 response time requirement for
10 each C, D or E level call and the 12:59 response time requirement for each B level call, as set forth
11 in this Chapter, and for calls canceled after the 8:59 or 12:59 response time requirement has expired
12 shall be assessed to the franchisee in the amount of eleven dollars and fifty-seven cents per minute,
13 or any portion thereof, to a maximum of one hundred seventy-three dollars and thirty-one cents per
14 call;

15 (2) A penalty per call in the amount of one hundred seventy-three dollars
16 and thirty-one cents shall be assessed when a franchisee fails to report that it is on the scene of an
17 incident to which it was dispatched and as a result no official response time can be established; and

18 (3) Notwithstanding the provisions of Section 6.08.290, failure of a
19 franchisee to meet the monthly response time requirements set forth in this Chapter within the
20 franchise service area or any sub-zone thereof, as defined in the franchise agreement, for three months
21 during any twelve-month period shall be grounds for revocation of the franchise or for readjustment
22 of franchise service area defined in the franchise agreement, or any other appropriate action as may
23 be determined by the City Council, in its sole discretion.

24 (B) Whenever a franchisee's ambulance arrives on the scene and is not properly
25 staffed or equipped pursuant to Health District regulations and its franchise agreement, the franchisee
26 shall be assessed a penalty for each violation in the amount of two hundred sixty-two dollars.

27 (C) Whenever a franchisee fails to operate according to the protocol standards of
28 this Chapter or its franchise agreement, the franchisee shall be assessed a penalty for each violation

1 in the amount of two hundred fifty dollars and fifty-eight cents.

2 (D) Whenever a franchisee fails to provide any report required by this Chapter or
3 its franchise agreement within five days of the due date for that report, the franchisee shall be assessed
4 a penalty for each violation in the amount of one hundred five dollars and four cents per day thereafter
5 until that report is received by the City.

6 (E) The City Manager may, subject to the approval of the City Council, annually
7 adjust the penalty amounts of this Section, based on change in CPI-U, for the same period of time and
8 not to exceed the percentage of adjustment permitted for ambulance service rates pursuant to this
9 Chapter.

10 (F) A franchisee shall, within fourteen days of receipt of penalty assessments, make
11 payment of the total amount of penalties assessed or provide a written appeal of the penalties assessed,
12 or any portion thereof, to the City Manager. Within thirty days of receipt of a written appeal, the City
13 Manager will provide the franchisee a written letter of determination on the appeal. Within fourteen
14 days of receipt of the City Manager's determination upholding the penalty and modifications thereof
15 the franchisee shall make payment of the total amount of the City Manager's penalty assessments. The
16 City Manager's decision shall be final for the purposes of administrative review.

17 (G) The penalties paid to the City shall be used to pay for emergency medical
18 services and related expenditures and administrative oversight of ambulance franchises.]

19 (A) An ambulance service franchise agreement shall provide for penalties and
20 remedies in the event the franchisee fails to comply with the ambulance response time, personnel,
21 equipment and reporting requirements of this Chapter.

22 (B) The penalties paid to the City shall be used to pay for EMS related expenses,
23 including public education programs, and administrative oversight of ambulance franchises.

24 SECTION 10: Title 6, Chapter 8, Section 190, of the Municipal Code of the City of
25 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

26 **6.08.190:** (A) A franchisee may charge no more than the maximum ambulance service rates
27 plus loaded mileage rates established in this Section for the following regulated levels of service:

28 (1) Emergency response [ALS,] ALS1, including medical supplies and

1 services: [Five hundred thirty dollars and forty cents] Six hundred sixty-five dollars or the maximum
2 allowed by applicable Federal law, whichever is higher;

3 (2) Emergency response ALS2, including medical supplies and services:
4 [Five hundred eighty dollars and forty cents] Seven hundred twenty-eight dollars or the maximum
5 allowed by applicable Federal law, whichever is higher.

6 (3) Emergency response BLS, including medical supplies and services:
7 [Five hundred four dollars and fifteen cents] Six hundred thirty-two dollars or the maximum allowed
8 by applicable Federal law, whichever is higher;

9 (4) Nonemergency response [ALS,] ALS1, including medical supplies and
10 services: [Four hundred seventy-two dollars] Five hundred ninety-three dollars or the maximum
11 allowed by applicable Federal law, whichever is higher;

12 (5) Nonemergency response BLS, including medical supplies and services:
13 [Four hundred fifty one dollars and sixty four cents] Five hundred sixty-six dollars or the maximum
14 allowed by applicable Federal law, whichever is higher;

15 (6) Specialty care transport, including medical supplies and services: [Six
16 hundred thirty dollars and nineteen cents] Seven hundred ninety dollars or the maximum allowed by
17 applicable Federal law, whichever is higher; and

18 (7) Loaded mileage: [Ten dollars and fifty cents.] Eighteen dollars and
19 eighty-two cents or the maximum allowed by applicable Federal law, whichever is higher.

20 (B) Ambulance service rate charges [remitted] specified in Subsection (A) of this
21 Section are subject to the following:

22 (1) When there are transports involving two or more patients in the same
23 ambulance, the mileage charge shall be equally divided between the patients;

24 (2) A franchisee shall not charge for wait time as a result of or in proximity
25 to any transport;

26 (3) A franchisee may discount an ambulance service rate to the degree
27 allowed by Federal, state and local laws from the maximum ambulance service rates, provided that:

28 (a) No cost shifting shall occur, and

1 (b) The same discounted rate shall be charged to all patients or
2 third-party payers;

3 (4) A franchisee shall not capitate any rate nor charge a uniform average
4 per capita rate for any group or category of persons to whom it provides service; and

5 (5) An ALS assessment does not necessarily result in a determination that
6 the patient requires an ALS level of service.

7 (C) Ambulance service rates of this Section shall be adjusted as follows:

8 (1) The rates shall be adjusted annually on [April 1st,] February 1st, by the
9 percentage, rounded to the nearest hundredth of a percent, of change in the annual average of the
10 [CPI-U] CPI-MCS between the most recent twelve-month period ending on the preceding December
11 31st as compared with the prior twelve-month period ending on December 31st [with no rate
12 adjustment when there has been no change in the CPI-U during that twelve-month period when
13 compared with the prior twelve-month period]; provided, however, the adjustment in rates shall not
14 be greater than [four] ten percent of the then current ambulance service rates unless the City Council,
15 in its sole discretion, approves an adjustment pursuant to Subsection (C)(2) of this Section; and

16 (2) When an unforeseen economic circumstance has occurred during a
17 twelve-month period for which the [CPI-U] CPI-MCS is being calculated pursuant to Subsection
18 (C)(1) of this Section, the City Council may approve a method for adjusting rates which is not based
19 on changes in the [CPI-U.] CPI-MCS. In any year following a period when the adjustment to rates
20 was based on some other method, rate adjustments shall again be based on changes in the [CPI-U.]
21 CPI-MCS.

22 (D) Annually on the first City business day of February, the Director shall publish
23 a written record of the rates as adjusted pursuant to Subsection (C) of this Section and file such record
24 with the City Clerk for public inspection.

25 SECTION 11: Title 6, Chapter 8, Section 200, of the Municipal Code of the City of
26 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

27 **6.08.200:** [(A) A franchisee shall submit to the Director a report for each calendar month
28 indicating all requests for services it received and rendered during that month. The report shall be

1 submitted in a format approved by the AOC on or before the tenth calendar day following the month
2 in which service was performed and shall include information specific to the franchise service area
3 and each individual sub-zone within the franchise service area, or any other portion of the service area
4 requested by the City. The report shall include at a minimum the following information:

5 (1) Emergency Transport/Exception Report.

- 6 (a) Franchisee's run number,
- 7 (b) FAO's incident number,
- 8 (c) Date of transport,
- 9 (d) FAO map coordinates (district and phantom),
- 10 (e) Location of incident,
- 11 (f) Jurisdiction,
- 12 (g) Level of call,
- 13 (h) Time when dispatch received by franchisee,
- 14 (i) On-scene time,
- 15 (j) Total response time,
- 16 (k) Sub-zone,
- 17 (l) Identification of calls exceeding response time requirements,
- 18 (m) Identification of calls requesting exception,
- 19 (n) Explanation of exception request, and
- 20 (o) Penalty amount, if any;

21 (2) Emergency Summary Transport and Exception Report.

- 22 (a) Total Number of Transports in Service Area.
 - 23 (i) Total by type of call (ALS/BLS) within each sub-zone,
 - 24 and
 - 25 (ii) Total of all transports within each sub-zone,
 - 26 (b) Total Number of Response Time Exception Requests in Service
 - 27 Area.
 - 28 (i) Total by type of call (ALS/BLS) within each sub-zone,

1 and

2 (ii) Total of all requests within each sub-zone,

3 (c) Total Number of Valid Requests in Service Area.

4 (i) Total by type of call (ALS/BLS) within each sub-zone,

5 and

6 (ii) Total of all requests within each sub-zone,

7 (d) Percentage of calls meeting response time performance

8 requirements for both emergency ALS and BLS transports in service area and in each sub-zone

9 thereof, and

10 (e) Percentage of all calls meeting response time performance

11 requirement in service area and each sub-zone thereof;

12 (3) Transport Billing Report for Emergency Transports.

13 (a) Franchisee's run number,

14 (b) Franchisee's incident number,

15 (c) Jurisdiction,

16 (d) Sub-zone,

17 (e) Type of call (ALS or BLS),

18 (f) Name of each person transported,

19 (g) Date of service,

20 (h) Time of transport,

21 (i) Location of call,

22 (j) Destination of transport,

23 (k) Base rate,

24 (l) Miles to destination,

25 (m) Charge per mile,

26 (n) Total amount of mileage charged, and

27 (o) Invoice total;

28 (4) Billing Summary Report for Emergency Transports.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (a) Type of call (ALS/BLS),
- (b) Total number of transports,
- (c) Total billing less mileage,
- (d) Total mileage; and
- (e) Total billing including mileage;

(5) Nonemergency ALS/BLS Transport Reports.

- (a) Franchisee's run number,
- (b) FAO's incident number, if applicable,
- (c) Jurisdiction,
- (d) Sub-zone,
- (e) FAO map coordinates (district and phantom),
- (f) Level of call,
- (g) Date of transport,
- (h) Time of transport,
- (i) Location of incident,
- (j) On-scene time,
- (k) Total response time,
- (l) Destination of transport,
- (m) Base rate,
- (n) Miles to destination,
- (o) Charge per mile,
- (p) Total amount of mileage charged, and
- (q) Invoice total;

(6) Billing Summary Report for Nonemergency ALS/BLS Transports.

- (a) Type of call,
- (b) Total number of transports,
- (c) Total billing less mileage,
- (d) Total mileage, and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(e) Total billing including mileage;

(7) Critical Care, Interfacility or Special Events Transport Reports.

- (a) Franchisee's run number,
- (b) Jurisdiction,
- (c) Sub-zone,
- (d) Date of service,
- (e) Time of transport,
- (f) Location of call,
- (g) Destination of transport,
- (h) Base rate,
- (i) Miles to destination,
- (j) Charge per mile,
- (k) Total amount of mileage charged; and
- (l) Invoice total.

(8) Billing Summary for Critical Care, Interfacility, or Special Events

Transports.

- (a) Type of call,
- (b) Total number of transports,
- (c) Total billing less mileage,
- (d) Total mileage, and
- (e) Total billing including mileage.

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

(A) At the request of either the Director or AOC, a franchisee shall submit reports, records and other information regarding emergency and nonemergency transports that are necessary to verify the franchisee's compliance with this Code and franchise agreements executed pursuant to this Chapter. These reports, records and information shall be submitted in the format and on the date

1 requested by the Director or AOC.

2 (B) A franchisee may keep records using account numbers or patient numbers rather
3 than names and addresses; provided, however, that such records shall include the FAO incident
4 number.

5 SECTION 12: Title 6, Chapter 8, Section 250, of the Municipal Code of the City of
6 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows

7 **6.08.250:** Upon twenty-four hours' written notice, the Department may inspect the financial
8 records of a franchisee to determine whether the franchisee is complying with the terms of this
9 Chapter. [The franchisee may keep records using account numbers or patient numbers rather than
10 names and addresses.]

11 SECTION 13: Title 6, Chapter 8, Section 270, of the Municipal Code of the City of
12 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13 **6.08.270:** (A) Except as otherwise provided in this Section, information provided by a
14 franchisee to the City for purposes of determining compliance with the requirements of this Chapter
15 and the franchise agreement shall be considered public records.

16 (B) An applicant for a franchise may seek and the Department shall provide
17 confidential treatment to protect against the disclosure or public inspection of commercially valuable
18 or proprietary information, such as commercially valuable or proprietary information related to
19 performance.

20 (C) Any information provided to the City which contains a natural person's name,
21 address, medical condition or diagnosis, incident location, social security number, personal financial
22 records, telephone number, home address, e-mail address, names of family members, or work history,
23 or which otherwise constitutes "protected health information" as that term is applied in the Federal
24 Health Insurance Portability and Accountability Act of 1996, and regulations thereunder ("HIPAA").
25 shall be considered confidential. Such confidential information shall not be released by the City to
26 the public unless the person to whom the information applies has first agreed in writing, in a format
27 which complies with HIPAA requirements, to release of the information. [Reports] To the extent
28 permitted by HIPAA and other applicable law, reports containing confidential information and

1 information deemed to be public may be released if such confidential information is first redacted.

2 (D) Yearly audited financial statements of the local franchised operations are a
3 matter of public record. To the extent allowed by law, the work papers, findings, and associated
4 documents underlying or produced by audits conducted by the Department are confidential.

5 (E) Upon the City's request and within the time period required by the City, a
6 franchisee shall provide any such redacted reports that may be required for release by the City.

7 SECTION 14: Title 6, Chapter 8, Section 300, of the Municipal Code of the City of
8 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9 **6.08.300:** (A) To ensure that ambulance service remains uninterrupted in the event of
10 premature termination of a franchise for any reason, and to ensure that all fees, fines, penalties or other
11 amounts owed to the City are paid, a franchisee shall provide and maintain, as a condition of the
12 franchise, and prior to providing any ambulance services in the City, security in the form of cash, an
13 irrevocable pledge of certificate of deposit, an irrevocable letter of credit or a performance bond as
14 agreed in the franchise agreement. In the event that an ambulance service only holds a franchise in
15 the City for [nonemergency transports] non-911-dispatched and nonemergency CCT service, such
16 security shall be in the minimal amount of one hundred thousand dollars made payable to the City
17 Treasurer and delivered to the Director. In the event that an ambulance service holds a franchise for
18 both emergency and nonemergency transports or just emergency transports such security shall be in
19 the amount of one million dollars made payable to the City Treasurer and delivered to the Director.

20 (B) If performance bonds are used to satisfy the security requirements of this
21 Section, they shall comply with the following requirements:

22 (1) All bonds shall provide for payment of the City's reasonable attorneys'
23 fees to enforce the bond.

24 (2) All bonds shall be issued by a surety company authorized to do business
25 in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service
26 (Department Circular 570, Current Revision).

27 (3) All bonds shall guarantee performance of the franchisee's obligations
28 under the franchise agreement and under all applicable local, state and federal laws.

1 (4) A certified and current copy of the power of attorney of the
2 attorney-in-fact who executes the bond on behalf of the surety shall be affixed to the bond.

3 (5) All bonds prepared by a licensed non-resident agent must be
4 countersigned by a resident agent in accordance with NRS 680A.300.

5 (C) In the event an emergency ambulance service franchisee is found in default
6 under the provisions in this Chapter or its franchise agreement, the franchisee will make available to
7 the City or its designee the use of all ambulance vehicles and medical equipment, and any other
8 equipment necessary to support continuation of emergency ambulance services, in service at the time
9 of the breach in order to maintain the public health and safety in the City's jurisdiction, under the
10 following provisions:

11 (1) As a condition of its franchise and prior to providing any ambulance
12 services with the City, a franchisee will enter into an agreement with the City to provide for the
13 interim rental of the ambulance vehicles and any necessary equipment, facilities, or both, in a manner
14 to ensure uninterrupted service;

15 (2) The compensation to a franchisee for rental of the ambulance vehicles
16 and any necessary equipment, facilities, or both, shall not exceed the franchisee's actual cost to
17 provide the equipment;

18 (3) The rental of ambulance vehicles and any necessary equipment,
19 facilities, or both, shall not exceed the time necessary for the City to provide for alternative emergency
20 ambulance service and that service to begin;

21 (4) The City shall deduct any damages incurred as a result of a franchisee's
22 noncompliance with the terms of this Code that result in the franchisee's default against the amount
23 payable to the franchisee for the temporary rental of the franchisee's ambulance vehicles and any
24 necessary equipment, facilities, or both;

25 (5) A franchisee who operates any leased ambulances or ambulances
26 encumbered with liens shall have stipulated in any lease or lien agreements that, in the event of a
27 franchisee default, such ambulances shall not be repossessed but shall be made available to the City
28 for its use, provided the City continues to make lease or lien payments; and

1 (6) In the event of premature termination of a franchise for any reason, any
2 existing agreement to provide for the interim rental of the ambulance vehicles and any necessary
3 equipment, facilities, or both, and any other agreements between the franchisee and the City shall
4 remain in full force and effect and shall survive termination of the franchise unless those agreements
5 are specifically terminated by the City.

6 SECTION 15: Title 6, Chapter 8, Section 360, of the Municipal Code of the City of
7 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

8 **6.08.360:** An ambulance service franchisee may provide special event medical service and may
9 use its ambulances to transport patients from the location of a special event, whether or not the special
10 event is located in the franchisee's authorized service area, in accordance with the service category
11 authorized in its franchise agreement.

12 SECTION 16: Title 6, Chapter 8, Section 370, of the Municipal Code of the City of
13 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 **6.08.370:** [(A) An SEMS provider whose special event vehicle is staffed and equipped
15 pursuant to Health District regulations may transport a patient from a special event it has been
16 contracted to serve only if the condition of a patient is so severe that the patient requires immediate
17 ambulance transport (e.g., penetrating trauma, acute myocardial infarction, evolving cerebral vascular
18 accident, difficult airway management, etc.) provided the SEMS provider complies with the following
19 requirements:

20 (1) The SEMS provider shall keep current and on file with the Director
21 proof of insurance pursuant to Section 6.08.490;

22 (2) Prior to transport or while en route, the SEMS provider shall contact
23 the FAO to alert that office of the SEMS provider's intent to transport and obtain the name of the
24 medical facility to which the patient should be transported and then notify such medical facility of the
25 estimated time of arrival; and

26 (3) Within five working days of the transport, the SEMS provider shall
27 submit a written report of the patient transport to the Director in a form approved by the Director and
28 to the Health District, pursuant to its reporting regulations.

1 (B) Upon receipt of a report of transport, the Director shall cause the report to be
2 forwarded to the AOC for its verification that the SEMS provider is in compliance with this Chapter
3 and is not in the business of providing ambulance service.

4 (C) The results of the AOC review shall be reported back to the Director with a
5 determination of whether the SEMS provider has been providing ambulance service during the
6 reporting period.]

7 (A) A SEMS provider whose special event vehicle is staffed and equipped pursuant
8 to Health District regulations may transport a patient from a special event it has been contracted to
9 serve only if the condition of a patient is so severe that the patient requires immediate ambulance
10 transport (e.g., penetrating trauma, acute myocardial infarction, evolving cerebral vascular accident,
11 difficult airway management, etc.).

12 (B) Within five calendar days of the transport, the SEMS provider shall submit a
13 written report of the patient transport to the Health District, pursuant to its reporting regulations.

14 SECTION 17: Title 6, Chapter 8, Section 430, of the Municipal Code of the City of
15 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

16 SECTION 18: This Ordinance shall become effective December 1, 2005.

17 SECTION 19: If any section, subsection, subdivision, paragraph, sentence, clause or
18 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
19 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
20 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
21 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
22 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
23 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
24 invalid or ineffective.


25 SECTION 20: Whenever in this ordinance any act is prohibited or is made or declared
26 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
27 required or the failure to do any act is made or declared to be unlawful or an offense or a
28 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall

1 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
2 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
3 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

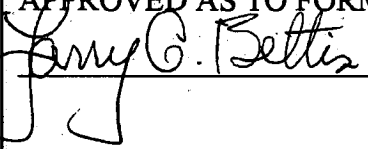
4 SECTION 21: All ordinances or parts of ordinances or sections, subsections, phrases,
5 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
6 1983 Edition, in conflict herewith are hereby repealed.

7 PASSED, ADOPTED and APPROVED this 2ND day of NOVEMBER, 2005.

8 APPROVED:

9
10 By 
11 OSCAR B. GOODMAN, Mayor

12 ATTEST:
13 
14 BARBARA JO RONEMUS, City Clerk

15 APPROVED AS TO FORM:
16  9-20-05
Date

17
18
19
20
21
22
23
24
25
26
27
28

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the 5th day of October, 2005, and referred to a committee for recommendation;
3 thereafter the committee reported favorably on said ordinance on the 2nd day of November,
4 2005, which was a regular meeting of said Council; that at said regular meeting, the
5 proposed ordinance was read by title to the City Council as amended and adopted by the
6 following vote:

7 VOTING "AYE": Mayor Goodman
Councilmembers: Reese, Brown, Weekly, Tarkanian and Ross

8 VOTING "NAY": None

9 EXCUSED: None

10 ABSTAINED: Wolfson

11 APPROVED:

12 
13 _____
OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 
16 _____
BARBARA JO RONEMUS, City Clerk

RECEIVED
CITY CLERK

**BUSINESS IMPACT STATEMENT
AMBULANCE SERVICE ORDINANCE**

The following business impact statement was prepared pursuant to NRS 237.090 to address the proposed impact of **Bill No. 2005-58**.

1. Description of the number of and manner in which comment was solicited from affected businesses, a summary of their response and explanation of the manner in which other interested persons may obtain a copy of the summary.

Comments Solicited By:

Legal Notice placed in Las Vegas Review Journal Newspaper on 8/27/05.

Notice mailed to 19 trade associations representing self-insured businesses and five Nevada health insurers.

Summary of Comments Received from the only 2 commenters (PacifiCare Health Systems and SIEU Local 1107):

- **Increase in maximum ambulance service rates is not budgeted in this year's budget and could have impact on business.**
- **Proposed ordinance amendment does not require ambulance service franchisees to report employee turnover, provide staffing plan or deployment map of ambulances, and set minimum hours of paramedics on duty; rate increase not tied to improved quality.**

Summary available at: City of Las Vegas Finance and Business Services Department, 400 Stewart Avenue, 3rd Floor, Las Vegas, Nevada 89101.

2. Estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects: *NRS 237.090(1)(b)*

Adverse effects: Insurers, employers and businesses will have to pay the higher ambulance service rates that ambulance service franchisees are being allowed to charge. Due to the increase in ambulance service rates going into effect in December, insurers, employers and businesses may not have budgeted for the increase in expense for ambulance service or made provisions for such increases in existing contractual arrangements for ambulance services.

Beneficial effects: New response time requirement for certain ambulance service calls; more penalty categories for failure of franchisee to comply with ordinance.

Direct effects: N/A

Indirect effects: Higher maximum ambulance service rates an ambulance service franchisee can charge.

3. Description of the methods considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used: (Include whether the following was considered: simplifying the proposed rule;

establishing different standards of compliance for a business; and if applicable, modifying a fee or fine set forth in the rule so that a business could pay a lower fee or fine). *NRS 237.090(1)(c)*

Response to Comments by PacifiCare:

It would be impracticable to establish a future effective date for the proposed rate increases based on an individual business' fiscal year planning, because there is an unknown, but wide, variation in budgeting procedures and contractual arrangements between various health care providers, insurers, employers and ambulance service franchisees. The only alternative for avoiding mid-year budgeting and planning effects would be to establish an effective date of more than one year from the date of the adoption of the ordinance, which is not a reasonable alternative given the present rate structure and the franchisees' present economic circumstances.

The proposed rate increases are the result of several factors, all of which are intended to make the franchisees "whole" by compensating for economic impacts to the franchisees over the last five franchise years, including the following:

- First, rate increases for two of the last five years were based on only 80% of actual CPI increases; the proposed increases for the general services provided by franchisees compensate for the 20% CPI adjustments lost due to this method of calculation.
- Second, rate increases for the last five years were based on the CPI-U, which is a general consumer index, not an index focused on medical care. The more appropriate index for purposes of adjusting ambulance service rates appears to be the CPI - Medical Care Services (MCS), which has been increasing at a higher rate over the last five years than the CPI-U. The proposed increases for the general services provided by franchisees compensate for the difference over the last five years between the CPI-MCS and the CPI-U increases.
- Third, the rate increases for the loaded mileage charges that supplement the general service charges have lagged even further behind the costs incurred by the franchisees for transportation charges such as fuel and insurance. The proposed increases for loaded mileage rates compensate for the increases in the franchisees' transportation costs over the last five years and are intended to bring the mileage rates for the franchisees up to a level commensurate with that charged by ambulance providers in comparable areas outside of Las Vegas.
- Fourth, the cost reimbursements that Medicare/Medicaid pay the franchisees for their services have actually decreased over the last five years, forcing a cost-shifting to non-Medicare/Medicaid patients. The proposed rate increases compensate for the estimated loss in revenues over the last five years as a result of changes in Medicare/Medicaid reimbursements.

Although the proposed rate increases will impact health care providers, insurers and employers, they are intended only to make ambulance service franchisees whole and keep

their local operations financially viable. Accordingly, there have been no modifications to the proposed rate increases based on the health plan's comments.

Response to Comments by SIEU Local 1107:

This commenter is not actually a "business" impacted by the proposed rate increases but is instead a union representing paramedics. As a general matter, the training and regulation of paramedics is the responsibility of the Clark County Health District, not the City. Accordingly, issues concerning the training and regulation of a franchisee's personnel have not been addressed in the proposed ordinance.

Issues raised concerning employee turnover and staffing plans are generally employer/employee issues not within the purview of the City. The proposed ordinance and franchises do: (1) require a franchisee to meet numerous, including new, response time standards; (2) divide the City into two sub-zones instead of one City-wide zone, and require a franchisee to meet response time standards in each sub-zone, thereby requiring a fair and efficient deployment of ambulances throughout the City; (3) contain numerous penalties, including new penalties, for failing to meet the response time standards; (4) contain incentives, in the form of reduced penalties, if a franchisee exceeds the required response time standards; and (5) allows termination of a franchise if a franchisee's response times fall below certain standards.

Taken together, all of these measures are intended to ensure that a franchisee maintains a high level of service by hiring and deploying sufficient, well-trained personnel, without interjecting the City directly into the employer/employee relations of its franchisees. Accordingly, there have been no modifications to the proposed ordinance based on the union's comments.

4. The governing body estimates that the annual cost to the local government for enforcement of the proposed rule is: *NRS 237.090(1)(d)*

No change

5. (If applicable, provide the following:) The proposed rule provides a new fee or increases an existing fee and the total annual amount expected to be collected is: *NRS 237.090(1)(e)*

The money generated by the new fee or increase in existing fee will be used by the local government to: N/A

6. (If applicable, provide the following:) The proposed rule includes provisions which duplicate or are more stringent than federal, state or local standards regulating the same activity. The following explains which such duplicative or more stringent provisions are necessary. *NRS 237.090(1)(f)* N/A

RECEIVED
CITY CLERK

2005 NOV -1 A 10: 45

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
4314839

2296311LV

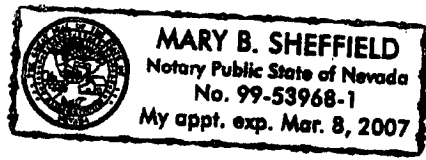
was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 10/21/2005 to 10/21/2005, on the following days: OCT. 21, 2005

Signed: Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE 25

day of October 2005

Mary B. Sheffield
Notary Public



BILL NO. 2005-58

AN ORDINANCE TO AMEND THE MUNICIPAL CODE PROVISIONS GOVERNING THE OPERATIONAL AND FRANCHISE REQUIREMENTS FOR AMBULANCE SERVICES AND SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mark Vincent, Director of Finance and Business Services
Summary: Establishes new criteria for determining ambulance response time compliance, increases fees chargeable for ambulance services and loaded mileage, and permits annual increases of such fees based on the Consumer Price Index.

At the City Council meeting of OCTOBER 5, 2005 BILL NO. 2005-58 WAS READ BY TITLE AND REFERRED TO A RECOMMENDING COMMITTEE

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, 400 STEWART AVENUE, LAS VEGAS, NEVADA.

RECEIVED
CITY CLERK

2005 NOV 15 A 10:59

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
4342799

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 11/05/2005 to 11/05/2005, on the following days: NOV. 5, 2005

BILL NO. 2005-58
Ordinance No. 5800

AN ORDINANCE TO AMEND THE MUNICIPAL CODE PROVISIONS GOVERNING THE OPERATIONAL AND FRANCHISE REQUIREMENTS FOR AMBULANCE SERVICES AND SPECIAL EVENT MEDICAL SERVICES, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Mark Vincent, Director of Finance and Business Services
Summary: Establishes new criteria for determining ambulance response time compliance, increases fees chargeable for ambulance services and loaded mileage, and permits annual increases of such fees based on the Consumer Price Index.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 5th day of October 2005 and referred to a committee for recommendation; thereafter the committee reported favorably on said ordinance on the 2nd day of November 2005, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Reese, Brown, Weekly, Tarkanian, and Ross
VOTING "NAY": NONE
EXCUSED: Councilman Wolfson

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 1ST FLOOR, 400 STEWART AVENUE, LAS VEGAS, NEVADA.
PUB: November 5, 2005
LV Review-Journal

Signed: Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE 9

day of November 2005

Mary B. Sheffield
Notary Public

