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BILL NO. _____

SUMMARY – An ordinance to amend Clark County Code Title 5, Chapter 5.03, Subsections 5.03.010, 5.03.115, 5.03.120, 5.03.140 and 5.03.145 to revise/add definitions; add the EMS priority dispatch category “O” level of service; revise the mileage at which time an ambulance must be retired; update the maximum allowable ambulance service rates to the current rates plus a three percent (3%) increase; add a maximum service rate for cardiac arrest patients that are not transported; modify the calculation by which increases in the service rates are determined; revise requirements regarding mutual aid; and providing for other matters properly related thereto.

ORDINANCE NO. _____

(of Clark County, Nevada)

AN ORDINANCE TO AMEND CLARK COUNTY CODE TITLE 5, CHAPTER 5.03, SUBSECTIONS 5.03.010, 5.03.115, 5.03.120, 5.03.140 AND 5.03.145 TO REVISE/ADD DEFINITIONS; ADD THE EMS PRIORITY DISPATCH CATEGORY “O” LEVEL OF SERVICE; REVISE THE MILEAGE AT WHICH TIME AN AMBULANCE MUST BE RETIRED; UPDATE THE MAXIMUM ALLOWABLE AMBULANCE SERVICE RATES TO THE CURRENT RATES PLUS A THREE PERCENT (3%) INCREASE; ADD A MAXIMUM SERVICE RATE FOR CARDIAC ARREST PATIENTS THAT ARE NOT TRANSPORTED; MODIFY THE CALCULATION BY WHICH INCREASES IN THE SERVICE RATES ARE DETERMINED; REVISE REQUIREMENTS REGARDING MUTUAL AID; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

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SECTION ONE. Title 5, Chapter 5.03, Subsection 5.03.010 of the Clark County Code is hereby amended to read 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) "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, 42 CFR 414.605, as may be amended.
- (b) "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.

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- (c) "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.
- (d) "Applicant" means a person who submits a completed application for a franchise as set forth in this chapter.
- (e) "Application" means all written documentation, statements, representations and warranties provided to the county by an applicant, in accordance with this chapter, to be considered by the county commission in making its determination of whether to grant or withhold a franchise.
- (f) "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 Fire Alarm Office (FAO).
- (g) "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.
- (h) "Basic life support" or "BLS" has the same meaning as the definition of that term in the Code of Federal Regulations, 42 CFR 414.605, as may be amended.
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- (i) "CAD" or "computer aided dispatch" means the system utilizing computer technology which dispatches emergency vehicles to both emergency and non-emergency calls.
- (j) "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.
- (k) "County commission" means the board of county commissioners of the county.
- (l) "County manager" refers to the individual ~~[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 the county manager's ~~[his]~~ designee.
- (m) "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.
- (n) "CPI-U" means the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Series CUUR0000SA0, 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, 42 CFR 414.605, as may be amended.
- (p) ~~(e)~~ "Director of business license" and "fire chief" mean the county's departmental director and chief or their designees.

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

(r) ~~(q)~~ "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) ~~(r)~~ "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) ~~(s)~~ "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) ~~(t)~~ "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 Q, A, B, C, D or E.

(v) ~~(u)~~ "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.

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

(x) ~~(w)~~ "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) ~~(x)~~ "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, 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.

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- (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) ~~(ff)~~ "Mobile data terminal" or "MDT" means a computerized device used in emergency vehicles to communicate with a central dispatch office.
- (hh) ~~(gg)~~ "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 county.
- (ii) "911-dispatched ambulance service" means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the FAO to the franchisee.
- (jj) "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

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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.

(kk) "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 Authority.

(ll) "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.

(mm) "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.

(nn) "Response time" means the time period measured from the time that electronically transferred information from the FAO dispatch facility on the patient location, EMS priority dispatch code, and call-back number is first received by a franchisee or an affiliate of the franchisee 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

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county, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

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

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

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

(rr) "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 whether by the franchisee or by the franchisee through an affiliate of the franchisee.

(ss) "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.

(tt) "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

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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.

(uu) "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.

(vv) "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.

(ww) "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.

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

(yy) "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,

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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.

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

(aaa) "Unforeseen economic circumstance" means (1) a change in the CPI-MCS during any twelve-month period ending on December 31 that was greater than ten percent or less than zero (i.e., a decrease); or (2) other circumstances which the county

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commission determines to have had a significant effect on the cost of providing ambulance service.

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

SECTION TWO. Title 5, Chapter 5.03, Section 5.03.115 of the Clark County Code is hereby amended to read 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 of all Departments 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.

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- (d) The county 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 county 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 O, A, B, C, D or E level call, the franchisee shall electronically transfer information on the call to the FAO, or through an affiliate of the franchisee 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, or through an affiliate of the franchisee to the FAO.
- (h) A franchisee shall replace at an incident site to which it has been dispatched all disposable items, except gloves, used by the fire department in providing care and treatment of persons

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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 county, 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 county, 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) Any ambulance ~~[Ambulances]~~ used for ~~[emergency]~~ 911 operations ~~[responses]~~ with an odometer reading over 300,000 miles must have a new engine and transmission installed prior to reaching that mileage. After the installation, the ambulance cannot be used once it exceeds 500,000 miles. Throughout its operation, both the body and patient compartment must be maintained in a professional appearance and kept fully functional at all times. The Franchisee is required to notify the County and provide proof of compliance with these standards before using the ambulance beyond the 300,000-mile limit. ~~[by a franchisee shall be replaced no later than when the vehicle mileage reaches three hundred thousand miles.]~~

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SECTION THREE. Title 5, Chapter 5.03, Section 5.03.120 of the Clark County Code is hereby amended to read as follows:

5.03.120 Ambulance service rates.

(a) A franchisee may charge no more than the maximum ambulance service rates plus loaded mileage established in this section for year ending January 31, 2025 [~~2016~~], and adjusted annually thereafter by the consumer price index formula defined in this section, for the following regulated levels of service:

- (1) Emergency response ALS2, including medical supplies and services: One thousand three hundred ninety-four [~~one thousand fifty-three~~] dollars and eighty-four [~~ten~~] cents (\$1,394.84) or maximum allowed by applicable federal law, whichever is higher;
- (2) Emergency response ALS1, including medical supplies and services: One thousand two hundred seventy-four [~~nine hundred sixty-one~~] dollars and twelve [~~ninety-six~~] cents (\$1,274.12) or maximum allowed by applicable federal law, whichever is higher;
- (3) Emergency response BLS, including medical supplies and services: One thousand two hundred ten [~~nine hundred fourteen~~] dollars and eighty-nine [~~twenty-two~~] cents (\$1,210.89) or maximum allowed by applicable federal law, whichever is higher;
- (4) Non-emergency response ALS, including medical supplies and services: One thousand one hundred thirty-six [~~eight hundred fifty-seven~~] dollars and thirteen [~~seventy-nine~~] cents (\$1,136.13) or maximum allowed by applicable federal law, whichever is higher;

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- (5) Non-emergency response BLS, including medical supplies and services: One thousand eighty-four [~~eight hundred eighteen~~] dollars and forty-seven [~~seventy-seven~~] cents (\$1,084.47) or maximum allowed by applicable federal law, whichever is higher;
- (6) Critical care transport, including medical supplies and services: One thousand five hundred thirteen [~~one thousand one hundred forty-two~~] dollars and sixty-two [~~seventy-eight~~] cents (\$1,513.62) or maximum allowed by applicable federal law, whichever is higher;
- (7) Loaded mileage: Thirty-six [~~twenty-seven~~] dollars and four [~~twenty-one~~] cents (\$36.04).
- (8) Cardiac arrest patients treated on scene but not transported per Medical Direction in conjunction with Southern Nevada Health District Termination of Resuscitation Protocol, including medical supplies and services: Five hundred dollars and zero cents (\$500.00).

(b) Ambulance service rates charged by a franchisee will be subject to the following:

- (1) When there are transports involving two patients, the mileage charge shall be equally divided between the patients.
- (2) A franchisee shall not charge a patient, a third-party payer or the police or fire department for wait time as a result of or in proximity to any transport.
- (3) A franchisee may discount any ambulance service rate to the degree allowed by federal, state and local laws from the maximum ambulance service rates, provided that:

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(A) No cost shifting shall occur; and

(B) The same discounted rate shall be charged to all patients or third-party payers.

(4) A franchisee shall not capitate in any rate nor charge a uniform average per capita rate for any group of persons to whom it provides service.

(c) Ambulance service rates shall be adjusted as follows:

(1) New rates shall be effective February 1, 2025, or upon approval by the Clark County Board of Commissioners, whichever occurs later. For each successive fiscal year beginning February 1 thereafter, the ~~[The]~~ rates will ~~[shall]~~ be adjusted ~~[annually on February 1]~~ by the percentage of change, rounded to the nearest hundredth of a percent, in the annual average of the CPI-MCS for all items, not seasonally adjusted, between the most recent twelve-month period ending on December 31 as compared with the prior twelve-month period ending on December 31 ~~[, with no rate adjustment when there has been no change in the CPI-MCS during that twelve-month period when compared with the prior twelve-month period; in no case; however, shall the adjustment in rates be greater than ten percent of the then current ambulance service rates unless the county commission, in its sole discretion, approves an adjustment pursuant to subsection (c)(2) of this section.].~~ The adjusted percentage increase in rates shall not be less than three percent (3%) nor greater than five (5%).

(2) When an unforeseen economic circumstance has occurred during a twelve-month period for which the CPI-MCS is being calculated pursuant to subsection (c)(1) of this section, the county commission may, at its sole discretion, approve a method

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for adjusting rates which is not based on changes in the CPI-MCS. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes in the CPI-MCS.

- (3) Annually on the first business day of February, the county manager shall publish on the website of the Department of Business License ~~[and file with the county clerk]~~ for public inspection, a written record of the rates as adjusted pursuant to subsection (c) of this section.

SECTION FOUR. Title 5, Chapter 5.03, Section 5.03.140 of the Clark County Code is hereby amended to read as follows:

5.03.140 Response time standards—911-dispatched ambulance service.

(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 minutes and fifty-nine seconds.
- (2) For all EMS priority dispatch O and A level emergency calls, the response time shall be no greater than nineteen minutes and fifty-nine seconds.
- (3) A franchisee must maintain no less than ninety percent compliance with the response time standards set forth in subsection (1) of this section for the combined total of EMS priority dispatch B, C, D and E level emergency calls each calendar

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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.

- (4) In addition to the provisions of subsections (a)(1) and (3) 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, and, in accordance with the provisions of the franchisee's franchise agreement, when a 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.
- (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 county, will be considered as failing to meet the eleven minute and fifty-nine second, fourteen minute and fifty-nine second or nineteen minute and fifty-nine second response time requirements of this section.

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- (e) Calls for which an ambulance did not respond within the applicable eleven 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 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. When a franchisee requests mutual aid from another franchisee and the other franchisee accepts the call, the original franchisee requesting mutual aid cannot cancel the mutual aid unless the accepting franchisee agrees. The franchisee requesting the mutual aid cannot use the response time by the accepting franchisee to enhance their compliance percentage. Franchisee requesting mutual aid must make the request within 1 minute (60 seconds) after receiving the call dispatched by the FAO so the accepting franchisee can respond in a timely manner.

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- (h) When a franchisee is dispatched by the FAO to a location that is located exactly on any geographical boundary line or street of the franchisee's service area and another 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 that was initially dispatched may respond to the call without requiring the other ambulance service provider to request mutual aid provided that the initially dispatched franchisee shall be subject to the response time requirements and any late penalties as provided for in this section as if it were a call in the initially dispatched franchisee's service area. The initially dispatched franchisee must, provide a monthly report listing the call information of each such call as described in this subsection within fifteen days following the end of the month to the franchisee whose service area in which the dispatched call was located and to the county. County staff shall review the monthly reports to determine whether jurisdictional variances are constantly reoccurring and will work with the FAO to correct the FAO CAD address file.
- (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 county, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.
- (j) Upgraded Calls. If a call is upgraded by the FAO from Level O or A to Level B, C, D or E prior to arrival on scene, the franchisee's performance compliance will be calculated based on the elapsed time from the time the call was received by the franchisee to the lesser of:

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- (1) The time of the upgrade plus the response time requirement for the higher level call; or
- (2) The response time requirement for the lower level call.

If an O or A Level call is upgraded after nineteen minutes and fifty-nine seconds, the franchisee would be considered late for an A Level call and if the franchisee is subsequently arrives after eleven minutes and fifty-nine seconds from the time the call was upgraded, the franchisee would also be late for a B/C/D/E Level call.

Notwithstanding the requirements of this subsection, if a franchisee dispatches an ambulance that is staffed and/or equipped at a level below a paramedic unit, to an O or A Level call that is upgraded and an ALS response is required for the upgraded call, the response time shall start when the franchisee receives information that the call was upgraded.

Example 1: An O or A Level call (maximum response time = nineteen minutes and fifty-nine seconds) request is received by the franchisee at 4:00:00 p.m. One minute and thirty seconds later, at 4:01:30 p.m., the call was upgraded to C Level (maximum response time = eleven minutes and fifty-nine seconds). The response time requirement for this call is thirteen minutes and twenty-nine seconds, as eleven minutes and fifty-nine seconds plus one minute and thirty seconds is less than nineteen minutes and fifty-nine seconds.

Example 2: An O or A Level call (maximum response time = nineteen minutes and fifty-nine seconds) request is received by the franchisee at 4:00:00 p.m. Fifteen minutes later, at 4:15:00 p.m., the call was upgraded to C Level (maximum response time = eleven minutes and fifty-nine seconds). The response time requirement for this call is nineteen minutes and

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fifty-nine seconds, as nineteen minutes and fifty-nine seconds is less than eleven minutes and fifty-nine seconds plus fifteen minutes.

- (k) Downgraded Calls. If a call is downgraded by the FAO from Level B, C, D or E to Level O or A prior to arrival on scene, the franchisee's performance compliance will be calculated based on the elapsed time from the time the call was received by the franchisee to the response time requirement for the lower level call.

If a B/C/D/E Level call is downgraded after eleven minutes and fifty-nine seconds, the franchisee would be considered late for a B/C/D/E Level call and if the franchisee subsequently arrives after nineteen minutes and fifty-nine seconds from the time the call was received, the franchisee would also be late for an O or A Level call.

Example 1: A C Level call (maximum response time = eleven minutes and fifty-nine seconds) request is received by the franchisee at 4:00:00 p.m. One minute later, at 4:01:00 p.m., the call was downgraded to A Level (maximum response time = nineteen minutes and fifty-nine seconds). The response time requirement for this call is nineteen minutes and fifty-nine seconds.

Example 2 A C Level call (maximum response time = eleven minutes and fifty-nine seconds) request is received by the franchisee at 4:00:00 p.m. Thirteen minutes later, at 4:13:00 p.m., the call was downgraded to A Level (maximum response time = nineteen minutes and fifty-nine seconds). The response time requirement for this call is nineteen minutes and fifty-nine seconds, but a performance enhancement fee is assessed as the downgrade occurred after the time required to be on scene for the C Level call had expired.

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SECTION FIVE. Title 5, Chapter 5.03, Section 5.03.140 of the Clark County Code is hereby amended to read as follows:

5.03.145 Response time standards—Non-emergency ambulance service.

(a) Ambulance services include non-emergency and inter-facility transports and may only be performed within Clark County by ambulance service providers that have been granted a franchise agreement by the board.

(b) Requests for non-emergency ambulance service that are not dispatched or required to be dispatched by the FAO ~~[FAQ]~~, including inter-facility transfers, shall be subject to the following response time performance standards:

(1) For all urgent requests for non-emergency ambulance service, the response time shall be no greater than nineteen minutes and fifty-nine seconds. For the purposes of this section, "urgent" is defined as a request for immediate transfer of a patient that needs a higher level of care at another medical facility.

(2) For all scheduled requests for non-emergency ambulance service, the response time shall be no greater than the time required to arrive at the scheduled time. For the purposes of this section, "scheduled" is defined as a request for transfer of a patient that has been scheduled with the franchisee at least four hours before the time requested. After the request for service has been made, the requester within four hours of the scheduled time desires to change the time, the response time shall be as follows:

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- (A) If the new time is earlier than the original scheduled time, the response time shall be the earlier of the originally scheduled time or no greater than fifty-nine minutes and fifty-nine seconds beyond the revised time requested.
 - (B) If the new time is no greater than one hour after the original scheduled time, the response time shall be no greater than nineteen minutes and fifty-nine seconds beyond the revised scheduled time.
 - (C) If the new time is greater than one hour after the original scheduled time, the response time shall be no greater than fifty-nine minutes and fifty-nine seconds beyond the revised scheduled time.
- (3) For all unscheduled requests for non-emergency ambulance service, the response time shall be no greater than fifty-nine minutes and fifty-nine seconds beyond the time requested. For the purposes of this section, "unscheduled" is defined as a request for transfer of a patient that has been scheduled with the franchisee at less than four hours before the time requested.

If the franchisee is unable to meet the response time standards in this Section, the franchisee shall notify the person that requested the service and provide an explanation for the delay and an estimated time of arrival, and such information must be documented in the electronic notes for that call.

- (d) A franchisee must maintain no less than ninety percent compliance with the response time standards set forth in this section for the combined total of non-emergency calls each calendar month within the franchisee's service area, as such service area is established or amended in accordance with the terms of the franchise agreement.

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- (e) When multiple ambulances are requested to a single location, the applicable nineteen minute and fifty-nine second, or fifty-nine minute and fifty-nine second response time standard specified in this section will apply only to the first ambulance dispatched to the location. And additional ambulances responding to the location 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.

(Ord. No. 4366, § 7, 2-2-2016)

SECTION SIX. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining parts of this ordinance. It is the intent of the County Commission in adopting this ordinance 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 ordinance are declared to be severable.

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

SECTION EIGHT. This ordinance shall take effect and be in force from 12:01 a.m. on February 1, 2025, and after its passage 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

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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 _____ day of _____, 2024.

PROPOSED BY: Commissioner _____

PASSED on the _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSTAINING: _____

ABSENT: _____

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BOARD OF COUNTY COMMISSIONERS

BY: _____
TICK SEGERBLOM, Chair

ATTEST:

LYNN MARIE GOYA, County Clerk

This ordinance shall be in force and effect from and after
the _____ day of _____ 2025.