

CLARK COUNTY CODE
CLARK COUNTY, NEVADA
(Codified through Ordinance 3794 adopted July 7, 2009)
Chapter 5.03 - AMBULANCE SERVICE

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

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

- (b) "Advanced life support level 1 and level 2" or "ALS1" and "ALS2" have the same meanings as the definition of those terms in the Code of Federal Regulations, 42CFR414.605, as may be amended.
- (c) "Ambulance" means a motor vehicle which is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more: (1) sick or injured persons; or (2) persons whose medical condition may require special observation during transportation. For the purposes of this chapter, vehicles used for non-medically supervised patient transfer service and special event medical service are specifically excluded from the definition of an ambulance.
- (d) "Ambulance service" means the emergency medical care and transport and/or the non-emergency medical care and transport service, including inter-facility ambulance transport service, provided to patients utilizing an ambulance and appropriately licensed personnel. This definition excludes vehicles used for non-medically supervised patient transfer service, air ambulance service or special event medical service.
- (e) "Applicant" means a person who submits a completed application for a franchise as set forth in this chapter.
- (f) "Application" means all written documentation, statements, representations and warranties provided to the county by an applicant, in accordance with this chapter, to be relied upon by the county commission in making its determination of whether to grant or withhold a franchise.
- (g) "Automatic vehicle locator" or "AVL" means the automated system used to track or determine the physical location of vehicles through a global positioning system (GPS), on a computerized mapping system that is integrated with the FAO.
- (h) "AVL/GPS Data Reports" means Global Positioning System (GPS) data that a franchisee may use to report it was at scene thereby providing a means to calculate an official response time.
- (i) "Basic life support" has the same meaning as the definition of that term in the Code of Federal Regulations, 42CFR414.605, as may be amended.
- (j) "CAD" or "computer aided dispatch" means the system utilizing computer technology which dispatches emergency vehicles to both emergency and non-emergency calls.
- (k) "County" means the County of Clark, a political subdivision of the state of Nevada, or any duly authorized officer or employee thereof, or any successor thereto.
- (l) "County commission" means the board of county commissioners of the county.
- (m) "County manager" means the county manager appointed by the county commission to perform such administrative functions of the county government as may be required of him by the county commission, or his designee.
- (n) "CPI-MCS" means the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Series CUUR0000SAM2, Medical Care Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

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

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

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

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

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

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

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

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

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

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

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

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

(bb) "Health district" means the Southern Nevada Health District e, its officers and authorized agents.

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

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

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

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

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

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

(ii) "Non-emergency ambulance service" means prearranged non-911 dispatched ambulance service provided to patients with non-life-threatening conditions that does not require the use of lights and sirens, including without limitation non-emergency ambulance service requested at special events and other non-911 dispatched ambulance service requests that would be categorized as non-emergency transfers or level 33-A calls (as that term is approved and endorsed by the health district) when processed through EMS priority dispatch protocol.

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

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

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

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

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

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

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

(qq) "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.

(rr) "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.

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

(tt) "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.

(uu) "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.

(vv) "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.

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

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

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

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

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

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

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

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

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

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

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

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 1, 4-7-2009)

5.03.020 Purpose. The purpose of this chapter is to govern the franchising and/or regulation of ambulance service and special event medical service in the unincorporated areas of the county.

(Ord. 2502 § 1 (part), 2000)

5.03.030 Business license required. Each ambulance service franchisee and special event medical service provider must hold a valid business license specific to that purpose issued by the director of business license, after application and compliance with all applicable requirements of Titles 6 and 7 of this code. Business license fees shall be paid pursuant to Titles 6 and 7 of this code.

(Ord. 2502 § 1 (part), 2000)

5.03.040 Franchise required. Except as provided herein,

(a) it is unlawful for any person to provide ambulance service in the county without first obtaining and thereafter maintaining a franchise and paying the franchise fee as required by this chapter.

(b) Each franchise granted under this chapter will be a nonexclusive franchise.

(c) A franchise shall not be required for any out-of-jurisdiction ambulance service provider who is licensed, franchised and properly permitted by the jurisdiction in which the service originated, providing emergency cross-jurisdictional ambulance service that originated outside the unincorporated county.

(Ord 3328 § 1 (part), 2005: Ord. 2502 § 1 (part), 2000)

5.03.050 Special event medical service (SEMS). (a) An ambulance service franchise shall not be required in order to provide special event medical service as defined by this chapter.

(b) An ambulance service franchisee may provide special event medical service and may use its ambulances to transport patients from the location of a special event, whether or not the event is located in the franchisee's authorized service area, in accordance with the service category authorized in its franchise agreement.

(c) Within the county's unincorporated towns and citizen advisory council areas, created by ordinance, of Enterprise, Laughlin, Lone Mountain, Paradise, Spring Valley, Summerlin South, Sunrise Manor, Whitney and Winchester, an SEMS provider whose special event vehicle is staffed and equipped pursuant to health district regulations may transport a patient from a special event it has been contracted to serve only if the condition of a patient is so severe that the patient requires immediate ambulance service (e.g., penetrating trauma, acute myocardial infarction, evolving cerebral vascular accident, difficult airway management, etc.) provided that such transport is approved by the health district and the AOC as described in subsection 5.03.050(c)(3)(A) of this section, and the SEMS provider complies with the following requirements:

(1) The SEMS provider shall keep current and on file with the director of business license proof of insurance pursuant to Section 5.03.2 10 of this chapter;

(2) Prior to transport or en route, the SEMS provider shall contact the medical facility to which the transport is being made, if known, and the FAO to alert that office of the SEMS provider's intent to transport and to obtain the name of the medical facility to which the patient should be transported;

(3) Within five working days of the transport, the SEMS provider shall submit a written report of the patient transport to the director of business license, in a form approved by the director of business license pursuant to Titles 6 and 7 of this code, and to the health district, pursuant to health district reporting regulations.

(A) Upon receipt of a report of transport, the director of business license shall transmit a copy to the county manager, who shall cause the report to be placed on the agenda of an AOC meeting for its verification that the SEMS provider is in compliance with this chapter and is not in the business of providing ambulance service.

(B) The results of the AOC review shall be reported back to the director of business license with a determination of whether the SEMS provider has been providing ambulance service during the reporting period.

(d) An SEMS provider who is providing special event medical service outside the county's unincorporated towns as identified in Section 5.03.050(c) and whose special event vehicle is staffed and equipped pursuant to health district regulations may transport a patient from such a special event, provided that such transport is approved by the health district and the AOC as described in subsection 5.03.050(c)(3)(A) of this section, and the SEMS provider complies with the following requirements:

(1) If the SEMS provider is transporting the patient to a location suitable for transferring the patient to an ambulance or air ambulance, prior to transport the SEMS provider shall contact the FAO or PSAP, as that term is defined in health district regulations, to request that an ambulance or air ambulance be dispatched to the transfer location;

(2) If the SEMS provider is near a medical facility and it is a medical benefit to the patient to transport to that facility, prior to transport the SEMS provider shall contact PSAP, as that term is defined in health district regulations, to ensure that the medical facility to which the transport is being made is available and appropriate; if the facility is not available or is determined to be inappropriate after contacting PSAP, the SEMS provider shall arrange for transport pursuant to subsection 5.03.050(d)(1) of this section;

(3) The SEMS provider shall keep current and on file with the director of business license proof of insurance pursuant to Section 5.03.210 of this chapter;

(4) The SEMS provider shall file an annual written report, in conjunction with its business license renewal application pursuant to Title 7 of this code, with the director of business license, in a form approved by the director, and to the health district pursuant to health district reporting regulations, describing its patient transports during the past business license period.

(A) Upon receipt of the report of transport, the director of business license, in consultation with the fire chief, shall make a determination of whether the SEMS provider is in the business of providing ambulance service.

(e) If requested to do so by the county and subject to availability of staff and equipment, an SEMS provider shall make its staff and equipment available to aid and assist the county in the event of wide-scale emergency or disaster and, if requested, shall cooperate with and participate in an emergency planning program conducted or sponsored by the county's office of emergency management.

(f) Failure of an SEMS provider to comply with the provisions of this chapter and applicable sections of Titles 6 and 7 of this code may result in business license penalties to the provider pursuant to Titles 6 and 7 of this code, including revocation of the SEMS provider's business license.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

5.03.060 Fire department exemption. Nothing contained in this chapter shall apply to or prevent the fire department from providing or recovering costs for ambulance service with county commission approval. Nor shall anything contained in this chapter apply to volunteer ambulance service.

(Ord. 2502 § 1 (part), 2000)

5.03.070 Number and service category of franchises may be restricted. After having conducted a public hearing specific to such purpose, the county commission may, in its sole discretion, specify by resolution a fixed number of ambulance service franchises, including their service categories, to be granted within the areas of the unincorporated county. If the county commission has not specified by resolution a fixed number of ambulance service franchises to be granted within the unincorporated county, then prior to accepting a new application for an ambulance service franchise the county commission shall first conduct a public hearing and, in its sole discretion, make a determination on whether a new ambulance service franchise will serve the public convenience and necessity.

(Ord. 2502 § 1 (part), 2000)

5.03.080 Franchise fees. The franchise fee shall be the amount set forth in a franchise agreement which has been determined necessary to partially reimburse the county for costs incurred in dispatch processing, providing and/or arranging for services, administering the franchise agreement, and such other service as permitted by applicable law. Franchise fees shall be paid according to the provisions of the franchise agreement, and shall be accompanied by such supporting documentation as the county manager deems necessary.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

5.03.090 Application for franchise. (a) Whenever the number of ambulance service franchisees within the unincorporated areas of the county is less than the maximum number established by the county commission pursuant to this chapter, or if the county commission has not established a maximum number of such franchises but has determined that a new ambulance service franchise will serve the public convenience and necessity, a person may apply for a new franchise by submitting an application to the county manager on such form or in such format as the county manager shall require.

(b) The application shall be in writing and shall include the following:

(1) For a sole proprietor, the name and business and residence addresses of the applicant. For a corporation, the corporate name, date and place of incorporation, address of its principal place of business, and identification of the ownership and control of the applicant, including: the names and addresses of the ten largest holders of an ownership interest in the applicant and affiliates of the applicant, and all persons with five percent or more ownership interest in the applicant and its affiliates, the persons who control the applicant and its affiliates, all officers and directors of the applicant and its affiliates, and any other business affiliation and ownership interest of each named person; a copy of the articles of incorporation and all effective amendments certified by the appropriate officer of the state of incorporation, and a certificate of good standing from the Nevada Secretary

of State. For a partnership or association, the names of the owners, partners or the persons comprising the association of the company, the names and percentage of ownership of each owner, partner or person, and the business and residence addresses of each owner, partner or person. If the applicant is operating under a fictitious firm name, a copy of the certificate filed pursuant to NRS 602.

(2) A statement with such references as may be acceptable to the county manager describing the qualifications and experience of the applicant and the personnel who will manage the ambulance service franchise; all geographic areas and/or all other jurisdictions currently or previously provided ambulance service by the applicant, performance standards achieved and levels of service provided. This section shall not be deemed as precluding an application from a new business entity; provided that the principals in such entity are able to demonstrate that the new entity can satisfy the requirements for a franchise set forth in this chapter.

(3) A letter of intent from an insurance carrier stating that, if a franchise is granted, an insurance policy will be issued in the amount and under the conditions stated in this chapter.

(4) A letter of commitment from a qualified institution acceptable to the county manager stating that, if a franchise is granted, performance security in the kind and amount stated in this chapter will be issued securing the applicant's performance under the franchise agreement.

(5) A written description of the AVL system and the computer-aided dispatch system or other system the applicant intends to utilize, which must be based within the county and be compatible with the FAO CAD.

(6) A written description of the communication system and dispatch procedures the applicant intends to utilize, including a copy of the applicant's application to the Federal Communication Commission (FCC) for appropriate license.

(7) The color scheme, logo and uniform design proposed to be used to designate the ambulance(s) and personnel of the applicant, which shall not be the same as or confusingly similar to the color schemes or designs of the fire department or other ambulance service providers operating in the county as determined by the fire chief in his sole discretion.

(8) A description of the applicant's proposed operating procedures related to training, staffing, billing, collections, customer relations and maintenance of records.

(9) Written information as required by the chief administrative officer, to allow evaluation of whether the applicant is financially able to provide ambulance services, including:

(A) A statement outlining the extent to which the applicant has been in the ambulance service business before filing the application;

(B) Documented financial and other information as the county manager may require for a full understanding of the application.

(c) A franchisee may request renewal of its franchise within twelve months prior to the franchise expiration date. The county manager may waive or add any application requirements for renewal of a franchise. A franchisee shall cooperate with the county in any renewal proceeding and shall provide such information as the county shall reasonably request in such a renewal proceeding.

(d) The county commission, in its sole discretion, may waive any requirement of this chapter in granting a franchise in a rural ambulance service area which has fewer than one thousand county residents within its franchise service area and which does not dispatch its ambulances through the FAO; provided, however, that any such franchisee shall comply with all applicable local, state and federal laws and regulations.

(e) The county commission, in its sole discretion, may solicit bids for ambulance service franchises and, the requirements for application stated herein notwithstanding, establish such requirements for bids as it deems appropriate. Bids received shall be reviewed and investigated by the county manager, who shall report his findings to the county commission. After receiving the county manager's report, the county commission may grant a franchise, not grant a franchise or take any other action it may deem appropriate.

(f) The county may require that all or any portion of the costs incurred by the county in processing an application for an ambulance service franchise be borne by the applicant.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

5.03.100 Franchise approval. (a) When the county manager determines that an application for a franchise is complete, and upon payment by the applicant of a non-refundable one thousand dollar application fee, he shall review the application and report his findings to the county commission. The applicant shall reimburse the county for any or all actual costs of such review in excess of the application fee, as may be required by the county.

(b) The county commission, in its sole discretion, may approve or reject any application, grant or deny any franchise, or request further investigation or review or direct other actions.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1, 2003: Ord. 2502 § 1 (part), 2000)

5.03.110 Franchise agreement. (a) As a condition of the issuance of a franchise, each applicant shall execute a franchise agreement in such form as may be approved by the county commission. The franchisee shall be subject to all requirements of the county ordinances, rules, regulations and specifications, as they may be amended from time to time, insofar as the regulations and specifications are not in violation of any state or federal laws or regulations. The county reserves every right and power to exercise any requirements included in any chapter of the county code, and the franchisee, by its acceptance of the franchise, agrees to be bound thereby and comply with any action or requirements of the county code, present and future.

(b) An ambulance service franchise shall grant nonexclusive permission to the franchisee, pursuant to the provisions of this chapter, to provide ambulance services for the service category so authorized, at the service level and in the service areas specifically described in the franchise agreement, according to the terms and conditions contained in the franchise agreement. No provision, term of art, map or illustration, nor section title of this chapter, nor of any franchise agreement granted under this chapter, shall imply, suggest, connote or in any way infer that any franchisee holds any degree of exclusivity to solely provide ambulance service within the county, nor within any franchise service area within the county, nor any subzone thereof.

(c) In addition, the following provisions shall apply:

(1) The franchise agreement shall incorporate and be subject to the provisions of this chapter, as it may be amended from time to time, all of which shall be binding upon the franchisee and its approved successors, transferees of ownership or control, and assignees. In no event shall this chapter be considered a contract between the county and the franchisee such that the county would be prohibited from amending any provision hereof.

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

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

(4) A franchise agreement shall set forth its length of term.

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

(6) The granting of a franchise pursuant to this chapter shall not impart to the franchisee any vested ownership right or ownership interest in any right-of-way or county property, notwithstanding the right to use county rights-of-way or county property to provide its ambulance service.

(7) The franchisee shall at all times during the term of the franchise agreement be subject to all lawful exercise of the police power by the county, including any and all ordinances, rules or regulations which the county has adopted or may adopt, which apply to the public generally. Any conflict between the provisions of this chapter and any other present or future lawful exercise of county police powers shall be resolved in favor of said county police powers.

(8) The franchise shall be conditional to the franchisee's compliance with all applicable local, state, and federal law and regulations.

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

(A) A copy of its health district ambulance service permit;

(B) The vehicle identification number, make, type, age, condition and patient capacity of each ambulance available for use within the service area(s), a detailed description of the equipment thereon and the identification number of the red light and siren permit issued by the Nevada Highway Patrol;

(C) The location and description of the premises which are to be used as the base of operations and any terminals, offices and other facilities to be used in the operations;

(D) A description of the franchisee's procedures related to vehicle maintenance and repair;

(E) A copy of the franchisee's Federal Communications Commission License; and

(F) Proof that the franchisee's AVL and CAD have been tested for compatibility with the FAO and have performed in a manner acceptable to the fire chief in his sole discretion.

(Ord. 3328 § 1 (part), 2005: Ord. 2502 § 1 (part), 2000)

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

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

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

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

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

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

(g) If a franchisee is either providing special event medical service and a patient's condition requires transport, or franchisee is directly called to transport a patient from a

special event, except for non-emergency ambulance service requests, the franchisee shall electronically transfer information on patient location, condition, availability of or need for the dispatch of an ambulance and call-back number to the FAO.

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

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

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 2, 4-7-2009)

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 March 31, 2005, 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: seven hundred twenty-eight dollars or maximum allowed by applicable federal law, whichever is higher;

(2) Emergency response ALS1, including medical supplies and services: six hundred sixty-five dollars or maximum allowed by applicable federal law, whichever is higher;

(3) Emergency response BLS, including medical supplies and services: six hundred thirty-two dollars or maximum allowed by applicable federal law, whichever is higher;

(4) Non-emergency response ALS1, including medical supplies and services: five hundred ninety-three dollars or maximum allowed by applicable federal law, whichever is higher;

(5) Non-emergency response BLS, including medical supplies and services: five hundred sixty-six dollars or maximum allowed by applicable federal law, whichever is higher;

(6) Critical care transport, including medical supplies and services: seven hundred ninety dollars or maximum allowed by applicable federal law, whichever is higher;

(7) Loaded mileage: eighteen dollars and eighty-two cents.

(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:

(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) The rates 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 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.

(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 approve a method 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 and file with the county clerk for public inspection a written record of the rates as adjusted pursuant to subsection (c) of this section.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

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

(a) Upon arrival at the scene of an incident where patient care is being provided by fire department personnel, the ambulance franchisee's personnel shall:

(1) Seek out the officer or paramedic in charge ("incident commander") for an information report on patient care already provided (at no time shall patient care be interrupted);

(2) Request possible assignments to assist in any additional care;

(3) Avoid duplicating any patient assessment or treatment already completed;

(4) Work under the direction of the officer or paramedic in command of the scene.

(b) Upon arrival at the scene of an incident where patient care is being provided by ambulance franchisee's personnel, the fire department may assume command of the scene. In the event that the fire department does assume command of the scene it shall:

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

(2) Request transfer of information from the ambulance franchisee's personnel;

(3) Remain in charge of the scene while at the scene.

(c) Upon the fire department's assumption of command of an incident scene, care of a patient or patients shall be the responsibility of fire department personnel until such personnel have ceased to provide patient care and responsibility has been transferred to franchisee personnel. Provided, however, that at no time shall personnel delay initiation of appropriate treatment or transportation of a patient in anticipation of fire department response. It is the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.

(d) A franchisee shall not send additional ambulances to an incident unless so authorized by the incident commander or the FAO.

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

(Ord. 3328 § 1 (part), 2005: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 3, 4-7-2009)

5.03.140 Response time standards. (a) Unless otherwise provided in a franchise agreement, requests for ambulance service which are received through the FAO, including seven-digit requests for emergency service, or through a 911 emergency telephone system shall meet the following response time performance standards:

(1) For all EMS priority dispatch B, C, D and E level emergency calls, the response time shall be no greater than eleven minutes and fifty-nine seconds.

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

(3) A franchisee must have 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 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 after consideration of any recommendation made by the AOC regarding such waiver, and in accordance with the provisions of the franchisee's franchise agreement, when 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 AOC, 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.

(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.

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

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

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 4, 4-7-2009)

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

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

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

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

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 5, 4-7-2009)

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

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

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

(d) The franchisee shall provide a monthly report to the county manager listing any litigation filed against the franchisee of which it is aware arising from or in any way related to its operations in the county.

(e) The franchisee shall provide an annual report to the county manager or AOC listing all ambulance vehicles by vehicle identification number, vehicle number and license plate, that are used for emergency 911 response and indicating the odometer mileage reading of each vehicle. The mileage reading shall be documented for each vehicle during the month of January of each year and the date of the reading for each vehicle shall be included in the list. The mileage list shall be due by no later than March 1 of each year.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1, 2003: Ord. 2502 § 1 (part), 2000)

(Ord. No. 3760, § 6, 4-7-2009)

5.03.170 Public information. (a) Except as provided below, information provided by a franchisee to the county for purposes of determining compliance with the requirements of this chapter and the franchise agreement shall be considered public records.

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

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

(Ord. 3328 § 1 (part), 2005: Ord. 2502 § 1 (part), 2000)

5.03.180 Transfers of ownership or control. (a) County Approval Required.

(1) An ambulance service franchise shall be a privilege that is in the public trust and personal to the franchisee. A franchisee's obligations under its franchise involve personal services whose performance involves personal credit, trust, and confidence in the franchisee.

(2) A franchisee is responsible for ensuring that the intent of this section regarding transfers is carried out. If for any reason an event occurs that would require the county's approval of a transfer pursuant to this section, whether or not such event is directly or indirectly within the franchisee's control, such event shall constitute a transfer for purposes of this section and any applicable law.

(3) No transfer of ownership or control shall occur unless prior application is made by the franchisee to the county, and the county commission's prior written consent is obtained, pursuant to this chapter and the franchise agreement, and only then upon such terms and conditions as the county commission deems necessary and proper. Any such transfer of ownership or control without the prior written consent of the county commission shall be considered to impair the county's assurance of due performance. The granting of approval for a transfer of ownership or control in one instance shall not be deemed as granting approval of any subsequent transfer of ownership or control.

(b) Approval Does Not Constitute Waiver. Approval by the county commission of a transfer of ownership or control does not constitute a waiver or release of any of the rights of the county under this chapter or a franchise agreement, whether arising before or after the date of the transfer of ownership or control.

(c) Request for Transfer.

(1) A franchisee shall promptly notify the county manger of any proposed transfer of ownership or control.

(2) Prior to any transfer of ownership or control, the franchisee shall submit to the county manger a written request for approval of the transfer of ownership or control. Such request shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and any other information as determined necessary by the county manger.

(3) For the purposes of determining whether it shall consent to a transfer of ownership or control, the county or its agents may inquire into all qualifications of the prospective transferee and such other matters as the county may deem necessary to determine whether the transfer of ownership or control is in the public interest and should be approved, denied, or conditioned. The franchisee and any prospective transferee shall assist the county in any such inquiry, and if they fail to do so, the request for transfer of ownership or control may be denied.

(4) Any transfer of ownership or control without the county commission's prior approval shall be ineffective, and shall be grounds for revocation of the franchise, at the county commission's sole discretion, and to any other remedies available under the agreement or applicable law.

(5) A franchisee shall be fully liable under its franchise agreement for any transfer of ownership or control that is in violation of the terms of its franchise agreement and/or this chapter and caused in whole or in part by any other entity or entities, including but not limited to any parents or affiliated entities, as if such transfer of ownership or control had been caused by the franchisee itself.

(d) Determination by the County Commission. The county commission, in its sole discretion, may approve or deny a transfer of ownership or control of a franchise. As part of its determination the county commission may approve a transfer subject to such conditions as the county commission may deem necessary. In addition, the following conditions to any approval of transfer of ownership or control of a franchise shall apply:

(1) The county reserves the right to review, inter alia, the purchase price of any transfer of ownership or control of a franchise or ambulance service operation, and to take any necessary steps, including denial of the transfer of ownership or control, to ensure that any negotiated sale value which the county deems unreasonable will not adversely affect rates charged by the ambulance service franchisee.

(2) Any mortgage, pledge or lease shall be subject and subordinate to the rights of the county under the franchise agreement, this chapter, and other applicable law.

(e) Transferee's Agreement. No application for a transfer of ownership or control shall be approved unless the transferee agrees in writing that it will abide by and accept all terms of the franchise agreement, any other agreements between the county and franchisee, and this chapter, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee under its franchise agreement, other agreements between the county and franchisee and

this chapter for all purposes, including renewal, unless the county commission, in its sole discretion, expressly waives this requirement in whole or in part.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

5.03.190 Revocation of franchise. (a) The county commission may revoke a franchise if it finds that:

- (1) The franchisee has failed to meet any of the performance standards of this chapter;
- (2) The franchise was obtained by fraud or misrepresentation;
- (3) The franchisee has failed to operate its ambulance service business in accordance with all applicable laws and regulations and the franchise agreement; or
- (4) The franchisee otherwise failed to meet any of the provisions of any state, local or federal law or regulation.

(b) The county commission may revoke a franchise upon twelve hours' notice to a franchisee in the event that any failure of the franchisee which constitutes a significant and immediate threat to public health and safety is not cured to the satisfaction of the county commission within such time.

(c) Except as provided in subsection (b) of this section, prior to revoking a franchise the county commission shall first provide written notice to the franchisee stating its intent to revoke the franchise and the nature of the deficiency. The franchisee shall have twenty days from receipt of notice to cure such deficiency to the satisfaction of the county commission. If such deficiency is not so cured, the county commission may issue a notice of revocation stating any deficiencies and the effective date of the revocation.

(d) The county shall provide the franchisee written notice, at the time the public receives written notice pursuant to NRS 241, of any county commission meeting at which a franchise is being considered for revocation.

(e) In an emergency, as defined in NRS 241.020, the county commission may revoke a franchise without prior notification.

(Ord. 2502 § 1 (part), 2000)

5.03.200 Security for performance. (a) To ensure that ambulance service remains uninterrupted in the event of premature termination of a franchise for any reason, and to ensure that all fees, fines, penalties or other amounts owed to the county are paid, a franchisee shall provide and maintain, as a condition of the franchise, and prior to providing any ambulance services in the county, security in the form of cash, a performance bond, an irrevocable pledge of certificate of deposit, or an irrevocable letter of credit. In the event that more than one ambulance service holds a franchise in the county such security shall be in the amount of five hundred thousand dollars, made payable to the county's treasurer and delivered to the county manger. In the event that only one ambulance service holds a franchise in good standing in the county such

security shall not be in the form of a performance bond and shall be in the amount of one million dollars, made payable to the county's treasurer and delivered to the county manager. Further, as a condition of the issuance of a franchise, the county commission shall require an executed agreement for the lease of a franchisee's ambulances as described in this chapter which allows the county or its designee to continue providing ambulance service.

(b) If performance bonds are used to satisfy these security requirements, they shall be in accordance with the following:

(1) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.

(2) All bonds shall be issued by a surety company authorized to do business in the state of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision); companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

(3) The franchisee shall require the attorney-of-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

(4) All bonds prepared by a licensed non-resident agent must be countersigned by a resident agent per NRS, Section 680A.300.

(c) In the event a franchisee is found in default under the provisions in this chapter, the franchisee will make available to the county or its designee the use of all ambulance vehicles and medical equipment, and any other equipment necessary to support continuation of ambulance services, in service at the time of the breach in order to maintain the public health and safety in the county's jurisdiction, under the following provisions:

(1) As a condition of its franchise and prior to providing any ambulance services with the county, a franchisee will enter into an agreement with the county to provide for the interim rental of the ambulance vehicles and any necessary equipment and/or facilities in a manner to ensure uninterrupted service.

(2) The compensation to a franchisee for rental of the ambulance vehicles and any necessary equipment and/or facilities shall not exceed the franchisee's actual cost to provide the equipment.

(3) The rental of ambulance vehicles and any necessary equipment and/or facilities shall not exceed the time necessary for the county to provide for alternative ambulance service and that service to begin.

(4) The county shall deduct any damages incurred as a result of a franchisee's non-compliance with the terms of this code that result in the franchisee's default against the amount payable to the franchisee for the temporary rental of the franchisee's ambulance vehicles and any necessary equipment and/or facilities.

(5) A franchisee who operates any leased ambulances or ambulances encumbered with liens shall have stipulated in any lease or lien agreements that, in the event of a franchisee

default, such ambulances shall not be repossessed but shall be made available to the county for its use, provided the county continues to make lease or lien payments.

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

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1, 2003: Ord. 2502 § 1 (part), 2000)

5.03.210 Liability insurance. (a) As a condition of the franchise and prior to transport of any patient, the franchisee shall file with the county manger and thereafter maintain liability insurance in such form as approved by the county's risk management and safety division, insuring the franchisee against all risk arising from the provision of ambulance service for not less than the sum of two million dollars per occurrence for bodily injury or death, and two million dollars per occurrence for loss or damage to property.

(b) Prior to transporting any patient pursuant to Section 5.03.050 of this chapter, a special event medical service provider shall have on file with the director of business license proof of liability insurance in such form as approved by the county's risk management and safety division, insuring the SEMS provider against all risk arising from the provision of emergency transport for not less than two million dollars per occurrence for bodily injury or death and two million dollars per occurrence for loss or damage to property.

(c) All policies of insurance required under this section shall be issued by insurance companies licensed to do business in the state of Nevada in accordance with applicable sections of NRS Title 57, from carriers having a rating from the A.M. Best Company of no less than A-VIII. Proof of coverage shall be evidenced by submitting an insurance certificate, or certificates, to the county manger, which names the county as an additional insured and indicates that the county will be notified no less than thirty days prior to alteration, cancellation, termination or non-renewal of coverage.

(Ord. 3328 § 1 (part), 2005: Ord. 2874 § 1 (part), 2003: Ord. 2502 § 1 (part), 2000)

5.03.220 Indemnification. By applying for and accepting a franchise, a franchisee agrees to defend, indemnify, protect and hold the county, its officers, employees and agents harmless from and against any and all claims asserted, liability established for injuries or damages to any person or property, or losses and causes of action which may arise from or in connection with the franchised business, except to the extent that any such claims, liability, losses or causes of action arise solely from the acts or omissions of the county (including the fire department) or health district; to pay all claims and losses of any nature whatsoever in connection therewith; to either defend all suits in the name of the county or to reimburse the county for its legal fees and costs incurred in providing its own defense when applicable; and to pay all other expenses and costs and all judgments and costs which may arise therefrom.

(Ord. 2502 § 1 (part), 2000)

5.03.230 Severability. In the event any provision of this chapter shall be deemed to be unlawful, such provision shall be deemed stricken and the remaining provisions of this chapter shall remain in full force and effect.

(Ord. 2502 § 1 (part), 2000)