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15 **IN THE OFFICE OF ADMINSTRATIVE HEARINGS**

16 In the Matter of:

17 RBR Management LLC d/b/a Community  
18 Ambulance,

19 Applicant.

Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**APPLICANT'S RESPONSE TO  
MOTION TO EXCLUDE  
AUDITED FINANCIAL  
RECORDS**

**(Assigned to the Honorable  
Tammy L. Eigenheer)**

20  
21  
22  
23 RBR Management LLC, d/b/a Community Ambulance (“Applicant” or  
24 “Community Ambulance”) responds to ABC Ambulance, LLC’s effort to exclude  
25 *reviewed* and *audited* financial statements that confirm Community  
26 Ambulance operates a thriving and profitable emergency and interfacility  
27 ambulance service in Southern Nevada. This unnecessary ancillary motion  
28 practice is a creature of ABC’s invention. ABC misreads ambulance regulations

1 – which clearly do not require Community Ambulance to submit Nevada financial  
2 statements to support its CON application – in order to manufacture some  
3 alleged deficiency in Community Ambulance’s application and presentation of its  
4 case where one does not exist. Those financial statements are not required by  
5 statute or rule. And yet, in response to ABC’s novel interpretation of the  
6 regulations on this issue – raised for the first time in its closing brief – Applicant  
7 supplements the existing record with its reviewed and audited financial  
8 statements. Those financial statements plainly show Community Ambulance’s  
9 financial strength and solidity. Naturally, ABC now wants to suppress those  
10 audited financial statements because they further confirm Applicant is capable,  
11 competent, fit, and proper to profitably operate an ambulance company.

12         The point must be made that unlike ABC and the other Intervenors who  
13 suppressed and refused to produce certain relevant and material information,  
14 including CAD data, that would disarm their intervention cases, Community  
15 Ambulance willingly produces these reviewed and audited financial statements  
16 in response to ABC’s closing argument. Community Ambulance, on the other  
17 hand, intends to provide the ALJ and the Director with any information it may  
18 need to make an informed decision on Community Ambulance’s application.  
19 Though not required, to the extent these reviewed and audited financial records  
20 assist this Court and the Director in the fact-finding assessment of the suitability  
21 of Community Ambulance to operate an ambulance company in Maricopa  
22 County, and since the record is open, the Court should consider these financial  
23 documents giving them the weight deemed appropriate.

24         *The Regulations do not require financial statements from*  
25         *Applicant*

26         ABC’s contention that Community Ambulance is not fit and proper because  
27 it did not submit its financial statements from its Nevada operations is a  
28 fundamentally flawed premise. On June 28, 2016, the Arizona Department of  
Health Services (“ADHS”), Bureau of Emergency Medical Services and Trauma

1 System (“BEMSTS”) deemed Community Ambulance’s Application  
2 administratively complete without requesting financial statements for  
3 Community Ambulance’s Nevada operations. [ADHS Ex. 2]. Following  
4 BEMSTS’s June 28, 2016 Administratively Complete letter, BEMSTS  
5 subsequently requested that Applicant submit additional information for  
6 BEMSTS’s substantive review. [ADHS Exs. 3, 5, 6]. **Not one of**  
7 **ADHS/BEMSTS’s requests for additional information included a request**  
8 **that Community Ambulance submit financial statements for its Nevada**  
9 **operations.**

10 That BEMSTS did not request Applicant’s Nevada financials is not  
11 surprising and is entirely consistent with A.A.C. R9-25-902 and R9-25-  
12 1101(A)(3). Specifically, R9-25-902(A)(3)(f) requires an Applicant requesting to  
13 establish general public rates, provide the “information and documents specified  
14 in R9-25-1101.” Ambulance regulation A.A.C. R9-25-1101(A)(3) unambiguously  
15 states an applicant for a CON who is applying for initial general public rates shall  
16 submit **either** “a copy of the applicant’s most recent financial statements **or** an  
17 Ambulance Revenue and Cost Report.” (Emphasis added.) Nowhere do the  
18 regulations or statutes say initial applicants for a CON in Arizona must submit  
19 financial statements – and BEMSTS would not have deemed the Application  
20 administratively complete if that were the case. Rather, BEMSTS would have –  
21 one can only assume – requested additional information from Community  
22 Ambulance before deeming the Application administratively complete.  
23 Community Ambulance nevertheless submitted copies of its reviewed financials  
24 for 2015, and audited financials for 2016 and 2017 in part to nullify ABC’s  
25 misleading contentions about Community Ambulance’s financial *bona fides*, but  
26 more importantly for the Court and ADHS to consider. What those financials  
27 show is a growing and profitable ambulance operation, which echoes the  
28 testimony of Community Ambulance’s operators, Rob Richardson and Brian

1 Rogers.<sup>1</sup>

2 **Community Ambulance’s audited financials are reliable and**  
3 **confirm profitability in Nevada**

4 In or around May 23, 2016, Swan & Gardiner CPAs (“S&G”) independently  
5 reviewed Community Ambulance’s 2015 financial statements in accordance with  
6 generally accepted accounting principles. Through that independent review, S&G  
7 concluded that it was “not aware of any material modifications that should be  
8 made to the accompanying financial statements in order for them to be in  
9 accordance with generally accepted accounting principles.”

10 In 2016, Clark County awarded Community Ambulance an ambulance  
11 services franchise agreement (which is a matter of public record<sup>2</sup>), and  
12 subsequently, Community Ambulance entered franchise agreements with the  
13 City of Las Vegas and the City of Henderson. Under the franchise agreements  
14 and pursuant to the controlling county and municipal codes for Clark County,  
15 Las Vegas, and Henderson, Community Ambulance is required to maintain and  
16 annually submit to these political subdivisions *audited* financial statements.

17 The Clark County Code of Ordinances (“CCCO”) requires Community  
18 Ambulance to maintain records – including its financial records – within Clark  
19 County and “allow for audits as provided in applicable sections of this chapter  
20 and Titles 6 and 7 of this code.” *See* CCCO at §5.03.115. Furthermore, Community

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21  
22 <sup>1</sup> For whatever reason, ABC continues to mislead the Court regarding the actual testimony  
23 at the hearing regarding ambulance leases. Mr. Richardson testified that there were four  
24 Nevada ambulances and some ambulance equipment in Nevada that are owned by AMG,  
25 LLC and leased back to RBR without markup. Despite ABC’s contentions, the reviewed  
26 and audited financials confirm the truth of the testimony elicited at the hearing on this  
27 topic. To reiterate Community Ambulance’s position, which has not changed, no  
28 ambulances or equipment used in the Maricopa County operations will be owned by AMG,  
29 LLC and nothing in the reviewed and audited financial statements challenges this  
uncontroverted testimony.

<sup>2</sup> Clark County, Nevada & RBR Management, LLC d/b/a Community Ambulance –  
Ambulance Service Franchise Agreement, February 1, 2016 – January 31, 2026  
[http://www.clarkcountynv.gov/business-license/franchise-  
services/Documents/2016 Community Franchise RBR Signed.pdf](http://www.clarkcountynv.gov/business-license/franchise-services/Documents/2016%20Community%20Franchise%20Agreement%20Signed.pdf)

1 Ambulance is required, “within four months after the end of each fiscal year of a  
2 franchisee” to “provide the department a copy of its audited financial statements  
3 for such fiscal year prepared by an independent certified public accountant using  
4 generally accepted auditing standards.” *Id* at §7.85.080. Under the CCCO,  
5 financial statements are defined as “**audited financial statements** of the local  
6 operation of the franchised business. *Id* at 7.85.020.

7 The City of Las Vegas and the City of Henderson have similar  
8 requirements. Las Vegas requires franchisees, like Community Ambulance, to  
9 provide financial statements to the franchise department “[w]ithin four months  
10 after the end of each fiscal year of a franchise” and the department may inspect  
11 the financial records of Community Ambulance with 24 hours’ notice. *See*  
12 Municipal Code City of Las Vegas, Nevada<sup>3</sup> (“LV Code”) §§ 6.08.240; 6.08.250.  
13 Like Clark County, the LV Code defines financial statements as “audited  
14 financial statements.” *Id.* at §6.08.020. Similarly, under the Municipal Code for  
15 the City of Henderson<sup>4</sup> (“Henderson Code”), Community Ambulance is required  
16 to submit audited financial statements within four months after the end of each  
17 fiscal year. *See* Henderson Code §4.80.220. Moreover, the Henderson Code makes  
18 clear that “yearly audited financial statements of the local franchised operations  
19 are a matter of public record.” *Id.* at §4.80.240(D).

20 On or about April 26, 2017 and again on April 18, 2018, Larson, Swan &  
21 Gardiner CPAs (“LS&G”) prepared Independent Auditor’s Reports of Community  
22 Ambulance’s 2016 and 2017 financial statements. As confirmed by LS&G, these  
23

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24 <sup>3</sup> *See* Municipal Code of Las Vegas, Nevada at  
25 [https://library.municode.com/nv/las\\_vegas/codes/code\\_of\\_ordinances?nodeId=TIT6BUTALIRE\\_CH6.08AM\\_ARTIAMSE\\_6.08.240FIST](https://library.municode.com/nv/las_vegas/codes/code_of_ordinances?nodeId=TIT6BUTALIRE_CH6.08AM_ARTIAMSE_6.08.240FIST) and relevant portions of code sections  
26 attached at Exhibit 1.

27 <sup>4</sup> *See* Municipal Code for the City of Henderson at  
28 [https://library.municode.com/nv/henderson/codes/code\\_of\\_ordinances?nodeId=TIT4BUR ELI\\_CH4.80EMMESE\\_4.80.010DEPO](https://library.municode.com/nv/henderson/codes/code_of_ordinances?nodeId=TIT4BUR ELI_CH4.80EMMESE_4.80.010DEPO) and relevant portions of code sections attached  
at Exhibit 1.

1 independent audits were conducted in accordance with auditing standards  
2 generally accepted in the United States, which requires the auditor to conduct its  
3 audit in such a way to “obtain reasonable assurance about whether the financial  
4 statements are free from material misstatement.” Ultimately, LS&G concluded  
5 Community Ambulance’s financial statements for both 2016 and 2017 “present  
6 fairly, in all material respects, the financial position of RBR Management, LLC  
7 d.b.a. Community Ambulance Company as of December 31, 2017 and 2016, and  
8 the results of its operations and its cash flows for the years then ended in  
9 accordance with accounting principles generally accepted in the United States of  
10 America.”

11 Community Ambulance’s 2016 and 2017 financial statements have not  
12 only been independently audited in accordance with recognized accounting  
13 principles, but (as discussed above) are required to be submitted to and  
14 scrutinized by Clark County, Las Vegas, and Henderson. This only reinforces the  
15 reliability of those financial statements. What those reviewed and audited  
16 financial statements for 2015 through 2017 show – and what ABC would like this  
17 Court and AHDS to ignore – is that Community Ambulance has enjoyed steady  
18 and substantial year-on-year financial growth. As reported in the independently  
19 reviewed 2015 financial statements, Applicant’s net income was **\$747,586**. Since  
20 taking on 911 ambulance service in 2016, Community Ambulance’s net income  
21 grew to **\$1,200,811** in 2016, and for 2017 that net income grew again to  
22 **\$1,836,926**. These reviewed and audited financial statements demonstrate quite  
23 clearly that Community Ambulance is a profitable and well financed ambulance  
24 service with sufficient financial capacity and resources to operate its proposed  
25 services successfully as proposed under the revised ARCR.

26 **Conclusion**

27 ABC has no competent evidence to dispute Community Ambulance is a  
28 successful and profitable operation that has the fiscal competency and resources

1 to successfully operate an ambulance service in Maricopa County. Instead, ABC  
2 misreads the ambulance regulations to suggest that financial statements from  
3 Community Ambulance's Nevada operations are required. Although  
4 unnecessary to establish Applicant is fit and proper, ABC would no doubt  
5 welcome these audited financial statements on the still open record if they  
6 showed losses. But as the Court and ADHS can see, Community Ambulance is  
7 profitable and financially stable. Because these reviewed and audited financial  
8 statements were submitted while the record in this matter was still open, the  
9 Court is well within its discretion to consider Community Ambulance's financial  
10 statements for its fit and proper analysis if it deems necessary.

11  
12 RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of March, 2019.

13  
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15 By: /s/ Brendan Murphy  
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22 [https://portal.azoah.com/oedf/docu-  
23 ments/2017-EMS-0104-  
DHS/index.html](https://portal.azoah.com/oedf/documents/2017-EMS-0104-DHS/index.html).

24 **ORIGINAL** filed this 6<sup>th</sup> day of  
25 March, 2019 via the OAH electronic  
document filing system  
26 <https://portal.azoah.com/oedf>, with  
27 copies provided to all parties on the  
approved mailing list by posting  
28 through the designated OAH  
website at

/s/ Brendan Murphy

# **EXHIBIT 1**

# **CLARK COUNTY CODE SECTIONS**

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 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 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 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 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) Ambulances used for emergency 911 responses by a franchisee shall be replaced no later than when the vehicle mileage reaches three hundred thousand miles.

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

(Ord. No. 3760, § 2, 4-7-2009; Ord. No. 4366, § 3, 2-2-2016)

#### 7.85.020 - Definitions.

For the purposes of this chapter, in addition to the definitions in Chapter 5.03 of this code, 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) "Air ambulance" means an aircraft, both fixed-wing and rotary-wing aircraft, especially designed, constructed, modified or equipped to be used for the transportation of injured or sick persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly scheduled flights.
- (b) "Board" means the Clark County board of commissioners.
- (c) "Department" means the department of business license of the county.
- (d) "Director" means the director of the department of business license of the county or his or her designee.
- (e) "Financial statements" means audited financial statements of the local operation of the franchised business. Financial statements are to include, but may not be limited to: balance sheet, income statement, statement of cash flows, statement of retained earnings and notes to the financial statements.
- (f) "Fire chief" means the fire chief of the Clark County Fire Department or his or her designee.
- (g) "Fire department" means the Clark County Fire Department.
- (h) "Nonmedically supervised patient transfer service" means the transportation of nonambulatory persons that do not require any medical supervision, observation, or care while in route as permitted by the State of Nevada Transportation Authority.
- (i) "Urban towns" means the 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.

(Ord. 2503 § 1 (part), 2000)

(Ord. No. 4366, § 13, 2-2-2016)

#### 7.85.080 - Duties of the ambulance service licensee.

Within four months after the end of each fiscal year of a franchisee, the franchisee shall provide the department a copy of its audited financial statements for such fiscal year prepared by an independent certified public accountant using generally accepted auditing standards. In addition, the franchisee shall supply to the department such details regarding the franchisee's financial operation in the county as the department shall require to verify compliance by the franchisee with the provisions of this chapter and the terms of the franchise agreement. Further, the department shall have access to financial statements of the licensee.

(Ord. 2503 § 1 (part), 2000)

# **City Of Las Vegas Code Sections**

## 6.08.020 - Definitions.

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

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

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

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

"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, the term "ambulance" specifically excludes nonmedically supervised patient transports and special event medical service transports.

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

"Applicant" means a person who submits a completed application for a franchise as set forth in this Chapter.

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

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

"AVL/GPS data reports" means Global Positioning System (GPS) data that a franchisee may use to report that it was "on scene," thereby providing a means to calculate an official response time.

"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.

"City" means the City of Las Vegas, Nevada.

"City Council" means the governing body of the City.

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

"Computer-aided dispatch" or "CAD" means dispatching of emergency and non-emergency resources through the computer technology to calls for service.

"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.

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

"Department" means the Department of Planning.

"Director" means the Director of the Department of Planning, or his or her designee.

"Dispatched Ambulance Service" means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the Fire Alarm Office to Franchisee.

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

"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.

"Emergency medical service" or "EMS" means a system consisting 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.

"Emergency Medical Technician Basic" or "EMT Basic" means a person who is qualified, in accordance with the Health District regulations to provide basic emergency medical care.

"EMS priority dispatch" means a dispatch system:

- (1) Whereby Certified Emergency Medical Dispatchers (EMD's) give lifesaving pre-arrival instructions to person requesting the same; and
- (2) Which provides for the dispatch of the appropriate level of emergency vehicle response, A, B, C, D, E, or O as determined by use of a priority card or computer program, based on the severity of the medical emergency.
- (3) The different levels of dispatch priority levels are as defined as follows:
  - (a) Priority Level 1: B, C, D, and E for 911-dispatched ambulance service;
  - (b) Priority Level 2: A and O for 911-dispatched ambulance service;
  - (c) Priority Level 3 Urgent: Immediate transfer requests for critical patients needing a higher level of care at another facility;
  - (d) Priority Level 3 Scheduled: Non-emergency pre-scheduled transfer request with four hours prior notice from the facility requesting the transport; and
  - (e) Priority Level 3 Unscheduled: Non-emergency unscheduled transfer request.

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

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

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

"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.

"Fire Department" means the City's Department of Fire and Rescue.

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

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

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

"Franchisee" means the person to whom an ambulance service franchise is granted by the City Council pursuant to this Chapter.

"Health District" means the Southern Nevada Health District, its officers and authorized agents.

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

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

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

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

"MDT" means a mobile data terminal, or a computerized device used in emergency vehicles to communicate with a central dispatch office.

"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.

"Mobile integrated healthcare" means the delivery of patient-centered healthcare in the out-of-hospital environment utilizing technology and mobile pre-hospital resources to address the needs of the community. Mobile Integrated Healthcare may also be referred to as Community Paramedicine.

"Mutual aid" means ambulance service provided within the franchise service area in response to a request by a franchisee for assistance from another franchisee to provide ambulance service in the requesting franchisee's authorized service area pursuant to an agreement between the franchisees that is on file with the City.

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

"Nonmedically 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.

"On-scene" means when an ambulance unit actually arrives at the specific address or location dispatched with a speed of zero miles per hour, or when the ambulance unit actually arrives at the point closest to the specified address or location to which it can reasonably be driven.

"Performance standards" means response time requirements that are required to be met by a franchisee as specified in Section 6.08.150 in the performance of providing ambulance service by the franchisee.

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

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

"Scheduled" means non-emergency pre-scheduled transports within four hours' prior notice from a facility.

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

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

"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.

"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 6 of this Code and special purpose ambulance service permits required pursuant to Health District regulations.

"Special event vehicle" means the special purpose vehicle permitted by Health District regulations which for the purposes of this Chapter may be used for the sole purpose of providing 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 City rights-of-way.

"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.

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

"Ten-digit request for emergency service" means any telephone request for emergency ambulance service that is received directly by a franchisee from any source, including representatives of law enforcement agencies, which is required to be electronically transferred immediately to the FAO system.

"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;
- (2) There is any change or transfer of control of a franchise or ambulance service;
- (3) The rights, obligations, or both, which are held by a franchisee under its ambulance franchise are transferred, directly or indirectly, to another party;
- (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.

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

"Unforeseen economic circumstance" means:

- (1) That within a given twelve-month calculation period the percentage change in the CPI-MCS was greater than ten percent or less than zero (decrease); or
- (2) Another circumstance or set of circumstances which the City Council determines to have had a significant effect on the cost of providing ambulance service.

"Unscheduled" means non-emergency unscheduled transfer request from a facility.

"Urgent" means non-emergency immediate transfer requests for critical patients needing higher level of care at another facility.

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

(Ord. No. 6432, § 1, 7-1-15; Ord. No. 6040, § 1, 5-20-09; Ord. 5998 § 49, 2008: Ord. 5800 § 1, 2005: Ord. 5583 § 1 (part), 2003: Ord. 5260 § 3, 2000)

6.08.240 - Financial statements.

A franchisee shall provide to the Department:

- (A) Within four months after the end of each fiscal year of a franchise, the financial statements for such fiscal year;
- (B) In connection with financial records inspections as provided for in Sections 6.08.250 and 6.08.260 of this Ordinance or during any auditing activities, such details regarding the franchisee's financial operation in the City as the Department may require to verify compliance by the franchisee with the provisions of this Chapter and the terms of the franchise agreement.
- (C) Access to financial statements of entities locally owned, operated or under the control of the franchisee or related business parties who exercise any control of the franchisee.

(Ord. 5260 § 25, 2000)

6.08.250 - Inspection of financial records.

Upon twenty-four hours' written notice, the Department may inspect the financial records of a franchisee to determine whether the franchisee is complying with the terms of this Chapter.

(Ord. 5800 § 12, 2005; Ord. 5260 § 26, 2000)

# **City Of Henderson Code Sections**

4.80.220 - Ambulance services—Financial statements.

A franchisee shall provide to the department:

- A. Within four months after the end of each fiscal year of a franchise, the financial statements for such fiscal year;
- B. In connection with financial records inspections as provided for in this chapter or during any auditing activities, such details regarding the franchisee's financial operation in the city as the department may require to verify compliance by the franchisee with the provisions of this chapter and the terms of the franchise agreement.
- C. Access to financial statements of entities locally owned by, operated by or under the control of the franchisee or related business parties who exercise any control of the franchisee.

(Ord. No. [3292](#), § 2, 10-6-2015)

4.80.240 - Confidentiality of records.

- A. Except as otherwise provided in this section, records provided by a person to the city for purposes of making application for a franchise or business license under this chapter, and determining compliance with the requirements of this chapter after being licensed or issued a franchise, shall be considered public records in accordance with state open records law.
- B. An applicant for a franchise or business license under this chapter may seek confidential treatment to protect against the disclosure or public inspection of confidential or proprietary information, such as commercially valuable or proprietary information related to performance. The applicant must represent in writing to the city that protections exist under the law to preserve the confidentiality of the record and the legal basis thereof. The city shall provide confidential treatment to the extent allowed by law as determined by city in its sole discretion.
- C. Any information provided to the city 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 defined under HIPAA, shall be considered confidential. Such confidential information shall not be released by the city 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.
- D. Yearly audited financial statements of the local franchised operations are a matter of public record. To the extent allowed by law, the work papers, findings, and associated documents underlying or produced by audits conducted by the department are confidential.
- E. Upon the city's request and within the time period required by the city, a franchisee or licensee shall provide any such redacted reports that may be required for release by the city.

(Ord. No. [3379](#), § 1, 1-3-2017; Ord. No. [3292](#), § 2, 10-6-2015)