

**AGREEMENT FOR AMBULANCE SERVICE FRANCHISE  
Columbia County, Oregon  
ASA AREA #3 and #4**

THIS AGREEMENT is entered into by and between Columbia County, a political subdivision of the State of Oregon ("County") and Columbia River Fire & Rescue, ("Franchisee") for the provision of ambulance services in Columbia County Ambulance Service Area #3 and Columbia County Ambulance Service Area #4 ("ASA") in Columbia County, Oregon.

WHEREAS, Franchisee is a highly qualified provider of ambulance services and has the capability to meet or exceed county, state, and federal specifications, standards, and requirements; and

WHEREAS, the Board of County Commissioners finds that this Agreement is necessary for promoting the health, safety and general welfare of the community;

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** This Agreement shall commence on July 1, 2025, and continue until December 31, 2029, unless earlier extended or terminated as provided herein. The Board of County Commissioners may renew this Agreement for up to two (2) additional five (5) year terms upon written notice to Franchisee.
  
2. **AGREEMENT DOCUMENTS:** The following documents are hereby incorporated into this Agreement in their entirety as if expressly set forth herein. In the event of any conflict between any of the following documents, the higher-ranking document shall govern:
  - 2.1 Applicable Federal and State statutes, laws, rules and regulations;
  - 2.2 Columbia County Ordinance No. 2016-1, the Columbia County Ambulance Service Ordinance, which is attached hereto as Exhibit "A", as amended;
  - 2.3 Columbia County Ordinance No. 2024-1, adopting the Columbia County Ambulance Service Ordinance and Plan, which is attached hereto as Exhibit "B", as amended;
  - 2.4 This Ambulance Service Franchise Agreement.
  
3. **DEFINITIONS:**
  - 3.1 "Administrator" means the Columbia County Public Health Director and the duly authorized deputy or assistant of the Columbia County Public Health Director pursuant to Order No. 3-2019, except as may otherwise be designated by resolution of the Board of County Commissioners.

- 3.2 “Ambulance” means a privately or publicly owned motor vehicle, aircraft or watercraft that is regularly provided or offered to be provided for the emergency transportation of persons who are ill or injured or who have disabilities.
- 3.3 “Ambulance Service” means a person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities.
- 3.4 “Ambulance Service Area” or “ASA” means a geographic area served by one ambulance service provider as described in the Ambulance Service Plan.
- 3.5 “Ambulance Service Plan” or “ASA Plan” means that certain document drafted by Columbia County pursuant to ORS 682.062 that has been submitted and approved by the Oregon Health Authority and adopted by the Columbia County Board of Commissioners and which is attached and incorporated herein as Exhibit “B”, as it may be later amended.
- 3.6 “Ambulance Services” or “Services” means the provision of emergency and non-emergency care and transportation for sick, injured or disabled persons by Franchisee, as described in the ASA Plan.
- 3.7 “ASA Advisory Committee (Committee)” means a committee formed to review standards, make recommendations to, or set new standards for the Board of County Commissioners for all matters regarding Emergency Medical Services (EMS) and review and make recommendations regarding the soundness of the ASA.
- 3.8 “BOCC” or “Board” means the Board of Commissioners for Columbia County, Oregon.
- 3.9 “Columbia 911” means the communications dispatch center within Columbia County utilized for all emergent and non-emergent requests made by the public, emergency services personnel, and government officials.
- 3.10 “Committee” means the Ambulance Service Area Advisory Committee, or ASA Advisory Committee established by the Board.
- 3.11 “Effective Provision of Ambulance Services” means ambulance services that comply with the Ambulance Service Plan provisions, boundaries, coordination, and system elements.
- 3.12 “Emergency” means those medical or trauma conditions that manifest themselves by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably

expect that a failure to receive immediate medical care would place the health of a person or the fetus in the case of a pregnant woman, in serious jeopardy. An emergency condition also includes any condition specifically dealt with in the emergency medical dispatch system adopted by Columbia 911.

- 3.13 “Emergency Care” means the performance of acts or procedures under emergency conditions in the observation, care, and counsel of persons who are ill or injured or who have disabilities; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in pre-hospital emergency care, but does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.
- 3.14 “Emergency Ambulance Service” means the provision of advanced life support or basic life support services, and transportation by ambulance, if appropriate, to respond to all medical and traumatic emergencies, but the term does not include First Responder Services.
- 3.15 “EMS” or “Emergency Medical Services” means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.
- 3.16 “EMS Provider” means a person who has received formal training in pre-hospital and emergency care and is licensed to attend to any person who is ill, injured, or who has a disability. Police officers, fire fighters, funeral home employees, and other personnel serving in a dual capacity, one of which meets the definition of “emergency medical services provider” are “emergency medical service providers”.
- 3.17 “Emergency Medical Technician (EMT)” means a person licensed by the Oregon Health Authority as an Emergency Medical Technician.
- 3.18 “First Responders” means fire agencies providing Emergency Medical Services.
- 3.19 “Franchise” means the authorization granted by the Board to provide exclusive emergency ambulance services in an Ambulance Service Area.
- 3.20 “Franchisee” means, its officers, agents, and employees.
- 3.21 “Frontier Area” means an area designated in the ASA Plan with a population density of six or fewer persons per square mile and accessible by paved roads.

- 3.22 “Non-Emergency” means those medical or trauma conditions not specifically dealt with in the emergency medical dispatch system adopted by the County.
- 3.23 “Paramedic” means a person who is licensed by the Oregon Health Authority as a paramedic.
- 3.24 “Patient” means a person who is ill or injured or who has a disability and who receives emergency or nonemergency care from an EMS provider.
- 3.25 “Periods of Unusually High Demand for Ambulance Services” means a period of time when calls for ambulance service exceed the number of ambulances available.
- 3.26 “Person” means individuals, corporations, associations, firms, partnerships, joint stock companies, and special districts formed and existing pursuant to the Oregon Revised Statutes.
- 3.27 “Public Service Answering Point (PSAP)” means a 24-hour communications facility established as an answering location for 9-1-1 calls originating in the area. Columbia 911 is the designated PSAP in Columbia County.
- 3.28 “Response Time” means the length of time between the dispatch of an ambulance and the arrival of the ambulance at the incident scene or staging area.
- 3.29 “Rural Area” means an area within an ASA having a geographic area 10 or more miles from a population center of 50,000 or more, with a population density greater than six persons per square mile, which is designated as such on the map incorporated in the ASA Plan.
- 3.30 “Suburban Area” means an area within an ASA that is not urban, and which is contiguous to an urban community, including the area within a 10-mile radius which are contiguous to the urban community and have a population density of 1,000 or more per square mile. which is designated as such on the map incorporated in the ASA Plan.
- 3.31 “Supervising Physician” means a licensed physician employed by or Contracted with the Franchisee to provide medical direction as required by state law.
- 3.32 “Transition Period” means the 90 days before the termination date of this Franchise Agreement.
- 3.33 “Urban Area” means an area within an ASA with an incorporated community of 50,000 or more population, which is designated as such on the map incorporated in the Ambulance Service Area Plan.

**4. FRANCHISEE WARRANTY:** Franchisee represents and warrants to County that each of the following statements is true and correct:

- 4.1 Existing Entity: Franchisee has been organized and validly exists under the laws of the State of Oregon and has the power and authority to enter into and perform its obligations under this Agreement and under each other instrument described herein to which it is or will be a party.
- 4.2 Due Authorization: This Agreement has been duly authorized and has been duly executed by Franchisee. Franchisee warrants that all necessary approvals and consents have been duly obtained for providing Services under this Agreement, and that this Agreement does not contravene with the corporate charter, bylaws, or any other instrument of Franchisee.
- 4.3 Enforceability: This Agreement constitutes a legal, valid, and binding obligation of Franchisee enforceable against Franchisee in accordance with the terms of this Agreement, the Columbia County Enforcement Ordinance, and Oregon law, including contractual remedies.
- 4.4 No Claims or Litigation: There are no pending or threatened actions or proceedings before any court or administrative agency to which Franchisee is a party, questioning the validity of any license, certificate, document, or action contemplated in this Agreement.
- 4.5 Financial Capability: Franchisee is fully capable, financially, and otherwise, to perform its obligations hereunder.
- 4.6 Licenses: Franchisee and its employees and agents have obtained all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Emergency Ambulance Services under this Agreement, and shall maintain such licenses, certificates, and authorizations in good standing for the duration of this Agreement. Franchisee's equipment, including ambulances, supplies, medical equipment, and software conforms to all applicable state and federal laws, rules, and regulations for the duration of this Agreement.

**5. SERVICES:** Franchisee shall provide emergency ambulance services as the County's exclusive franchisee within Ambulance Service Area as set forth in the ASA. Ambulance Services shall be consistent with and are subject to the Ambulance Plan. Franchisee shall maintain a minimum of two (2) ambulances available for dispatch in the Ambulance Service Area #3 and Ambulance Service Area #4. Franchisee shall provide emergency ambulance services 24 hours per day, every day of the year.

**6. RESPONSE TIME REQUIREMENTS:**

- 6.1 Maximum Allowable Response Times: Franchisee must comply with the System Response Times shown on the ASA Map.
- 6.2 Service Area Compliance: Franchisee shall operate the ambulance service system so as to achieve 90% Response Time compliance in each Franchisee's Franchise Area every month.
- 6.3 Franchisee's Responsibility: The County does not limit the Franchisee's flexibility in providing and improving EMS services and response times. Performance that meets or exceeds the Response Time requirements of the Agreement is deemed to be the result of Franchisee's expertise and methods, and therefore is solely the Franchisee's responsibility. Any error or failure in one portion of Franchisee's operation does not excuse performance in other areas of operation.
- 6.4 Best Efforts: Franchisee shall employ whatever level of effort is necessary to achieve the Response Time standards and other performance results required by the terms of this Agreement. Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Franchisee will use its best efforts to minimize variations or fluctuations in response time performance according to the day of the week, or week of the month.
- 6.5 Response Time Clock: For purposes of measuring response times, the official "clock" will be the time displayed by the CAD system in use at the Columbia 911.
- 6.6 Response Time Measurement: The following methodology will be used to measure Response Times.
  - 6.6.1 Response Times will be measured from the time a Franchisee's ambulance is dispatched to a call until the Franchisee's ambulance, or another authorized staffed ambulance, arrives at the incident scene and stops the Response Time clock. For Frontier Zone calls, Response Times shall be measured from the time a Franchisee's ambulance is dispatched to the call until the Franchisee's ambulance, or another authorized staffed ambulance, arrives at a trailhead, the nearest improved road, or the location of the incident scene.
  - 6.6.2 For all types of requests for ambulance services, the Response Time clock shall be stopped by transmission from Franchisee's ambulance or authorized mutual aid ambulance of "Unit arrived on scene," or "Unit arrived at staging location," communication to the Columbia 911 Communications Center.

- 6.6.3 "Arrival on Scene" is defined as when the ambulance is slowing to a stop as it arrives at the exact address or location to which the ambulance was dispatched, and the ambulance crew notifies Columbia 911.
  - 6.6.4 In instances when the ambulance fails to report "Arrival on Scene," the time of the next communication with the ambulance will be used as the "Arrival on Scene" time. However, the Franchisee may appeal such instances when it can document the actual arrival time through other means approved by the County, including but not limited to First Responder records, Franchisee's patient care reports, or GPS tracking system records.
  - 6.6.5 Multiple Ambulances: When multiple ambulances are dispatched to a single incident, the arrival time of the first ambulance shall be the "Arrival on Scene" time used in the Response Time calculation for that incident, and Response Times of additional units shall be excluded from compliance calculations. When an authorized mutual aid ambulance makes a response in the County at the Franchisee's request, the arrival time of that mutual aid ambulance shall be treated as if it were Franchisee's own responding ambulance.
  - 6.6.6 Response Times Outside of Service Area: Franchisee will not be held accountable for response time compliance for any response dispatched to a location outside of the franchise ASA. Responses to requests for service outside the County will not be used to determine compliance.
  - 6.6.7 Cancelled En Route: If an ambulance is cancelled after a dispatch assignment has been made but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the Response Time clock will stop at the moment of cancellation. Cancellation may be made only by a First Response agency, Columbia 911, a law enforcement agency, or an agency with which the provider has a current mutual aid agreement.
  - 6.6.8 Agency Initiated Responses (AIR): Ambulance responses that include but are not limited to direct walk-in medical needs at a fire station, driving upon a motor vehicle crash, or witnessing an event (standby at an event such as a fair, school, motor vehicle crash in front of a station, or medical need at a fire or technical rescue), where the dispatch is initiated by emergency responders, shall not be included in response time measurements.
- 6.7 Response Time Exemptions: In the event of unusual circumstances beyond the Franchisee's control Franchisee may request an exemption from the Response Time requirements from the County as follows:

- 6.7.1 Franchisee must demonstrate that all ambulances in the affected ASA were available for, or assigned to, 911 calls or mutual aid calls when requesting exemptions to Response Time requirements based solely on demand.
- 6.7.2 Unusual circumstances shall be limited to: (1) Unusually severe weather conditions; (2) Disasters; (3) Calls to off-road situations; (4) Calls to private roads; (5) Periods of unusually high demand for ambulance services; (6) Mutual aid as provided under this Agreement; or (7) Other conditions deemed unusual upon written determination by County.
- 6.7.3 County acknowledges that hospital diversions occur periodically and can cause all ambulances to, resulting in longer transport times and placing a demand on the ambulance system beyond the Franchisee's control. If exemptions to Response Time requirements are requested due to hospital diversions, the Franchisee must provide documentation showing the impact of the diversions on ambulance availability, and the locations of its ambulances during the duration of the hospital diversions.
- 6.7.4 Equipment failures, traffic congestion, ambulance failures, and other similar causes will not be grounds for granting an exemption to compliance with Response Time standards.
- 6.7.5 Franchisee must submit a written request with detailed documentation to the Administrator for any Response Time exemption, identifying the specific time period, the circumstances during the time period, and all late responses during the time period. The Administrator will review the request for exemption and issue a decision. In the event that the request for exemption is not granted, Franchisee may make a written appeal within ten (10) days of the decision to the Board of Commissioners. The decision of the Board of Commissioners shall be final and binding.
- 6.7.6 Request to Contest CAD Data: In any instance where Franchisee contests the accuracy of the data documented in the Columbia 9-1-1 Computer Aided Dispatch("CAD"), such as dispatch times, arrival on scene times, or response priority levels, the Franchisee may present evidence substantiating different data. Detailed documentation, including but not limited to voice recordings, GPS tracking system information, and patient care reports, shall be provided to the Administrator. The Administrator will review the request and issue a decision. In the event that the request is not granted, Franchisee may make a written appeal within ten (10) days of the decision to the

Board of Commissioners. The decision of the Board of Commissioners shall be final and binding.

**7. DISPATCH:** Dispatch services for Ambulance Providers and 911 calls for medical assistance are answered by Columbia 911 Communications Center. Such services shall include, but not be limited to, dispatch personnel, in- service training, quality improvement monitoring, and related support services.

7.1 Interoperability: Franchisee's communications systems, including radios and other future communications system components, shall fully interface and connect with the radio and telephone systems within the County. All ambulances used by Franchisee must be equipped with GPS AVL transponders compatible with Columbia 911 dispatch software by July 31, 2027, unless specifically exempted in writing by the Board. In the event of future system enhancements, Franchisee agrees to maintain, at Franchisee's expense, full interface with such future system as the County, at County's sole discretion, may institute.

7.2 Emergency Medical Dispatch Quality Assurance: Franchisee shall actively participate with the Columbia 911 Communications Center Quality Improvement Program for Emergency Medical Dispatch. Participation will consist of assigning an agent of Franchisee to attend meetings and provide information as requested for the purpose of continuing quality improvement.

#### **8.0 VEHICLES AND EQUIPMENT:**

8.1 All ground ambulances must be either Type 1, II, or III and be licensed by the Oregon Health Authority and other Federal-state agencies. In addition, all ambulances must meet or exceed the requirements outlined in ORS 682.017 to 682.991 and OAR 333-255-0060. All air ambulances must be licensed with the Oregon Health Authority and meet or exceed all Federal state aviation requirements. Vehicles used in a "transport to meet" are not considered an ambulance and are not subject to this section.

8.2 Each vehicle must have a minimum interior height to allow for up to two (2) stretcher patients per vehicle. Each vehicle must meet State of Oregon ambulance equipment standards.

8.3 Coverage: System status plan modifications, including but not limited to any changes in post locations, levels at which various posts are staffed, and around-the-clock coverage levels, may be made at the Franchisee's sole discretion; provided, however, that County is not, at any time, left without a sufficient number of on-duty ambulance vehicles and crews to provide complete coverage.

#### **9. PERSONNEL:**

- 9.1 Licensing: Franchisee shall ensure that all employees hold valid state, local and other certifications and licenses at all times as required to meet the Franchisee's responsibilities under this Agreement.
- 9.2 Ambulance Personnel: A BLS ambulance will be consistent with the state standard. Staffing of an ALS ambulance is subject to the following minimums:
  - 9.2.1 For ASA 1-5 and ASA 7- one (1) EMT Basic and one (1) Paramedic;
  - 9.2.2 For ASA 6- one (1) EMT Basic and one (1) Advanced EMT, if declared in writing to the Administrator in advance.
- 9.3 Training: Franchisee's personnel will be trained in the National Incident Management System (NIMS) Incident Command System (ICS) 100, 200, 700 and 800. Franchisee's personnel shall comply with the NIMS ICS; provided, however, that all decisions regarding medical treatment will be determined according to medical treatment protocols and standards.
- 9.4 Safety: Franchisee shall develop and maintain a safety and loss control program to avoid injuries to patients, employees, and other persons. The program shall include pre- screening potential employees (including drug testing and criminal history), initial and on- going driver training, monitoring driving performance, use of safety restraints for patients and caregivers, training in the prevention of infectious and communicable disease, use of proper lifting techniques, and hazard reduction training. Employees shall be involved in planning and executing the safety program.

**10. INDEPENDENT CONTRACTOR:** Franchisee shall provide the services under this Agreement as an independent contractor and not as an employee or agent of the County. Nothing in this Agreement shall be construed to affect an agreement of partnership or joint venture.

**11. SUPERVISING PHYSICIAN:** Franchisee shall secure the services of an EMS Supervising Physician, who shall be a physician licensed in Oregon to practice medicine, either as an M.D. or as a D.O., and board certified in Oregon in emergency medicine. Franchisee's licensed medical personnel shall be supervised by a Medical Doctor licensed under ORS Chapter 677, and currently registered and in good standing with the Oregon medical Board as a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). The physician must also be approved by the Oregon Health Authority EMS and Trauma Systems program as a Medical Director, Supervising Physician or Medical Director.

**12. REPORTS:**

- 12.1 Quarterly Reporting Ambulance Service Providers Report: Columbia 911 will provide quarterly dispatch/response time reports to the County for Committee review.
- 12.2 The ASA Committee, the Administrator, and the Board may at any time require the Franchisee to submit additional information relating to the services provided under this Agreement with reasonable notice.
- 12.3 Mutual Aid Report: Franchisee shall submit a Mutual Aid Report to the Agreement Administrator quarterly, on or before the last day of each fiscal quarter. The report shall list each instance in which the Franchisee gave or received mutual aid under an existing mutual aid agreement. The report shall list each agency giving or receiving aid, the location, date, and time of the incident.
- 12.4 Motor Vehicle Collision Report: In the event that an ambulance is involved in an accident or collision with a person, vehicle, or object, and it is required to be reported to the DMV, the Franchisee will submit a report with all available information about the incident to the Administrator in a timely fashion. At a minimum, the report must list the date, time and location of the incident, involved and must indicate whether any law enforcement agency investigated or responded to the scene. This report must be submitted within 24 hours of the time of the incident or as soon as reasonably possible as emergency operations allow. If the incident occurred on a weekend or holiday, the report must be submitted no later than noon on the first workday following the incident.
- 12.5 Litigation Report: In the event that the Franchisee is served with a summons and complaint that materially involves or is materially related to the provision of any service under this Agreement, the Franchisee must submit a copy of the summons and complaint to Administrator, along with a report detailing the circumstances that gave rise to the legal action. This report must be submitted within ten (10) business days of the date that Franchisee is served with the summons and complaint. If the Franchisee is not served with the summons and complaint but learns of any pending action through some other means, the report must be submitted within ten (10) business days of the date the Franchisee first learned of the action. If the Administrator has follow-up questions related to litigation, Franchisee will fully cooperate to answer such questions within ten (10) business days of receipt of such questions, or as soon as practicable thereafter.
- 12.6 Other Reports: The following events must be reported to the Administrator within ten (10) days of the event:
  - 12.6.1 Any mechanical failure of a vehicle with a patient on board if the failure delays service or requires the response of another vehicle to continue service.

- 12.6.2 Any failure of any equipment used to load or secure the patient.
- 12.6.3 Any questionable care by any emergency medical provider, any conduct prohibited by law or administrative rule, any dishonorable or unprofessional conduct, that is likely to harm patients.
- 12.6.4 Any notification by any state or federal entity informing Franchisee or its employees of any violations of any statute, law, rule, or regulation.
- 12.6.5 Any staffing issues that cause the removal of a scheduled ambulance or closure of a station, exclusive of critical calls or normal operational response needs.

**13. RECORDS:**

- 13.1** Retention of Records: Franchisee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, or any service delivered under this Agreement for a minimum of the period of time required by the Oregon Secretary of State's Retention Schedule or applicable law following the termination of this Agreement. If the Oregon Secretary of State's Retention Schedule does not apply to Franchisee, Franchisee shall retain and keep accessible such documentation for a minimum period of seven (7) years. If there are unresolved audit or other questions at the end of the retention period, Franchisee shall retain the records until the questions are resolved.
- 13.2** Access to Records: The County and its duly authorized representatives and agents shall have access to the books, documents, papers and records of Franchisee that are directly related to the services provided under this Agreement for the purpose of making audits, examinations, excerpts, copies and transcriptions. Franchisee shall permit authorized representatives of County to perform site reviews and inspections of all equipment and services provided by Franchisee pursuant to this Agreement.

**14. QUALITY CONTROL:** Franchisee shall maintain all equipment, facilities, personnel and operations in accordance with the highest standards in the ambulance industry. County shall have the right to inspect Franchisee's vehicles, equipment and facilities at any time to ensure that they are being properly stocked, equipped and maintained.

- 14.1** Vehicles, Equipment, and Facilities: Franchisee shall maintain its ambulance vehicles in a safe and mechanically sound condition, with regularly scheduled maintenance. Franchisee shall maintain all records of vehicle maintenance, including dates and mileage of maintenance, the nature and extent of any repairs or equipment replacements, and the names of the persons performing the maintenance. The records shall be kept on file for each vehicle and shall be available for inspection by County at the Franchisee's business office. Vehicle maintenance records shall be retained for seven (7) years.

- 14.2 Patient Care: County has the right to inspect patient care reports for purposes of maintaining and ensuring quality of medical care by Franchisee. To facilitate this review, Franchisee's personnel shall complete a patient care report form for all patients for whom care is rendered, regardless of whether such patient is transported. Franchisee shall make these records available to the County upon request.
- 14.3 System Improvement: Franchisee shall implement a comprehensive quality improvement program to meet current best practices in the ambulance service industry. The quality improvement program shall serve to improve outcomes of patient care and facilitate continuing education.

**15. EXPANSION OF PRIMARY SERVICE AREA AND OUTSIDE WORK:** Franchisee shall not be prohibited from doing work outside the immediate scope of this Agreement, such as long-distance transfer work, non-emergency work, inter-hospital transfers, wheelchair transportation, special events coverage, other governmental agency Agreement work, either within or outside Columbia County. Franchisee shall make reasonable efforts to ensure the County retains adequate ambulance coverage for 911 responses.

**16. MUTUAL AID:** No later than September 30, 2025, Franchisee shall establish and maintain EMS specific mutual aid agreements with surrounding counties, municipalities, corporations or other entities; provided, however, that any mutual aid providers must provide substantially similar medical services, and a copy of each signed agreement must be provided to the Administrator and the ASA Committee. Franchisee will call the mutual aid provider that can provide an ambulance to the necessary location in the least amount of time. Franchisee's ambulances shall not be dispatched on mutual aid responses if doing so would substantially compromise the Franchisee's ability to provide emergency services within the County.

**17. DISASTER ASSISTANCE AND RESPONSE:**

17.1 Franchisee shall be actively involved in planning for and responding to any declared emergency or disaster in the County. If an emergency or disaster is declared within the County or a neighboring County, normal operations shall be suspended, and Franchisee shall respond in accordance with the County's emergency or disaster plan. Franchisee shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of the declared emergency, the County will not impose performance requirements and penalties for Response Times.

17.2 The direct costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such costs shall not include cost for maintaining normal levels of service during the disaster but shall be limited to the reasonable and verifiable direct costs of these additional services. County will provide all reasonable

assistance to the Franchisee in recovering these costs; however, County shall not be responsible for payments to Franchisee. Franchisee shall be responsible for maintaining any records necessary for cost recovery.

**18. STAND-BY AND SPECIAL EVENTS COVERAGE:**

- 18.1 Stand-by Coverage: Upon request by police, fire or 911 dispatch, Franchisee may furnish stand-by coverage at emergency incidents involving a potential danger to County or to the general public at no charge to the County.
- 18.2 Dedicated Stand-by Coverage for Community Events: Franchisee may provide and charge for ambulance coverage for community events using one or more ambulances dedicated to those events. Franchisee may also provide and charge for stand-by coverage utilizing Paramedics and/or EMTs with no ambulance.

**19. DEFAULT:**

- 19.1 Default: The County may declare a Default upon any of the following conditions:
  - 19.1.1 Failure to Respond to a call for service, where the appropriate ambulance vehicle, with appropriate staff, is not enroute to the location of the call within ten (10) minutes for an emergency call. The Failure to Respond will not be considered a default if the circumstances that led to the failure were beyond the control of Franchisee and the Franchisee has taken reasonable steps to ensure against future failures;
  - 19.1.2 Failure of Franchisee to meet the Response Time standards for three (3) consecutive months in the same service area, or four (4) months in any 12-month period in the same zone;
  - 19.1.3 Failure of Franchisee to operate the ambulance service system in accordance with applicable federal, state and local laws, rules and regulations, and industry best practices;
  - 19.1.4 Failure to maintain vehicles and equipment in accordance with manufacturer recommended maintenance practices;
  - 19.1.5 Failure to maintain employee licensure or certification required by law to provide the services under this Agreement;
  - 19.1.6 Repeated failure of Franchisee's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance as determined in the sole reasonable discretion of the County;

- 19.1.7 Falsification of any records or reports in Franchisee's application or otherwise required under this Agreement;
  - 19.1.8 Failure of Franchisee to cooperate after a Default has been declared by the County, even if it is later determined that such Default never occurred or that the cause of such Default was beyond Franchisee's reasonable control;
  - 19.1.9 Acceptance by Franchisee or any of Franchisee's employees of any bribe, kick-back or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Franchisee or Franchisee's employees could be reasonably construed to be a violation of federal, state or local law;
  - 19.1.10 Payment by Franchisee or any of Franchisee's employees of any bribe, kick-back or consideration of any kind to any federal, state or local public official in exchange for any consideration whatsoever, when such consideration could be reasonably construed to be a violation of any federal, state or local law;
  - 19.1.11 Failure by Franchisee to fully cooperate with a complaint investigation and corresponding requests for information within the time required by the Administrator.
  - 19.1.12 Any other acts or omissions that jeopardize or endanger the health, safety, or welfare of any persons; or
  - 19.1.13 Any other failure to meet the terms and conditions of this Agreement.
- 19.2 Right to Cure: In the event of Default, the Administrator shall give the Franchisee written notice by certified mail, return receipt requested, or by personal service, setting forth with reasonable specificity the nature of the Default and what steps must be taken to cure the default. At the same time, the Administrator will notify the Board. Within five (5) calendar days of receipt of the notice, the Franchisee will deliver to the County a written plan to cure the Default, or a statement of reasons why it disagrees with the County's determination of Default. If Franchisee fails to respond within five (5) days, County may begin the process of replacing Franchisee with another service provider. Franchisee shall update the plan to cure the Default in writing, every seven (7) calendar days, until the Default is cured. The Franchisee shall have the right to completely cure the Default within thirty (30) calendar days of receipt of notice of Default.

- 19.3 Breach of Agreement/Hearing: If a Default is not cured within thirty (30) calendar days of receipt of notice, the Administrator shall notify Franchisee that the Board may enter an order of revocation, modification, suspension, or non-renewal of the Agreement and shall thereby revoke, modify, suspend or not renew the franchise unless prior thereto, Franchisee files with the Board a request for a hearing on the Administrator's notice. Upon receipt of a request for a hearing, the Board will hold a hearing at its earliest convenience. Notice of the hearing will be given by publication of notice at least ten (10) days prior to the hearing.
- 19.4 Hearing Procedure: Franchisee shall have the burden of proving that no default has occurred or that a default has been fully cured. Evidence and testimony will be received by the Board by the Franchisee and Administrator. Upon conclusion of the hearing, the Board may revoke, suspend, modify or not renew the franchise. In lieu thereof, the Board may order that a default be corrected and make revocation, modification, suspension or non-renewal contingent upon compliance within a stated period. Notice of the Board's decision will be given to Franchisee by certified mail, return receipt requested, or by personal service. The Board's decision is subject to appeal exclusively pursuant to Section 18 of the Ambulance Service Ordinance, Ordinance No. 2016-1.
- 19.5 Penalties: Compliance with this Agreement, Ordinance No. 2016-1 and the Ambulance Service Plan may be enforced by the County in any manner authorized by Ordinance or Oregon law.

## **20. INDEMNIFICATION:**

- 20.1 Except for the sole negligence or willful misconduct of County, Franchisee shall defend, indemnify, and hold harmless County, its officers, agents, and employees, from and against any and all liabilities, claims, suits, or losses, for damages or injuries to persons or property of whatsoever kind or character, whether real or asserted, arising out of or relating to the Franchisee's provision of services under this Agreement.
- 20.2 Except for the sole negligence or willful misconduct of County, Franchisee hereby assumes all liability and responsibility for injuries, claims, or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during the term of this Agreement, arising out of or relating to the negligence, wrongful acts, or errors or omissions of Franchisee in connection with the performance of any services under this Agreement.

## **21. INSURANCE:**

- 21.1 Franchisee shall, at its own expense, purchase and maintain insurance which meets or exceeds the requirements set forth below, which will protect Franchisee

and the County from claims which may arise out of or result from Franchisee's operations under this Agreement, whether such operations are by Franchisee or by any other person directly or indirectly employed by Franchisee:

21.1.1 General Liability Insurance: Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement and product and completed operations if available. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

21.1.2 Automobile Liability Insurance: Commercial automobile liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage for all owned, hired, and non-owned vehicles.

21.1.3 Workers' Compensation Coverage: Workers' Compensation Coverage in compliance with ORS 656.017. Employers' Liability Insurance.

21.1.4 Professional Liability Insurance: Professional liability insurance covering any damages caused by an error, omission, or negligent acts, in the amount of not less than \$2,000,000 combined single limit per occurrence for medical professional liability coverage. Annual aggregate limit shall not be less than \$2,000,000.

21.2 Certificates of Insurance: Franchisee shall provide County with a certificate or certificates of insurance in the amounts described above which names the County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. Franchisee shall notify County immediately upon learning that insurance coverage required by this Agreement will be canceled, not renewed or changed to make the coverage no longer meet the minimum Agreement requirements. Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of Franchisee's and any subFranchisee's liability insurance policies, with the exception of workers' compensation, shall contain a waiver of subrogation against the County.

21.3 Cancellation: The cancellation or other termination of any policy of insurance shall automatically revoke and terminate this Agreement, and shall constitute a breach of this Agreement unless another insurance policy complying with the provisions of this section is obtained and remain in full force and effect at the time of such cancellation or other termination; provided, however, that if such cancellation or termination occurs without notice to Franchisee, Franchisee will not be in breach

if it immediately effectuates a new policy which complies with the provisions of this section.

22. **ADMINISTRATION OF AGREEMENT:** The Columbia County Public Health Director or his or her designee shall be the Agreement Administrator and be authorized to request, oversee, and approve services under this Agreement. Franchisee shall assign a person to act as Franchisee's liaison to the Agreement Administrator.
23. **GOVERNING LAW, VENUE, CONSENT TO JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this shall be brought and conducted solely and exclusively within the Circuit Court of Columbia County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Franchisee, by execution of this Agreement, hereby consents to the in personam jurisdiction of these courts.
24. **COMPLIANCE WITH LAW:** County and Franchisee shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations applicable to the services provided under this Agreement.
25. **HIPAA:** Franchisee shall maintain the confidentiality of client records as required by applicable state and federal law. Franchisee shall ensure that clients' privacy is protected and that confidential records are secure from unauthorized disclosure consistent with the confidentiality requirements of 45 CFR parts 160 and 164, and consistent with other State or Federal regulations governing privacy and confidentiality of mental health records.
26. **ASSIGNMENT:** Franchisee shall not assign, sublet, subAgreement or transfer any interest in this Agreement without the prior written consent of the County. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of County.
27. **TRANSFER:**
  - 27.1 This Agreement shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise or by forced or involuntary sale, without the prior consent of the Board of Commissioners expressed by resolution or order, and then only on such conditions as may be prescribed by the Board. For the purposes of this Agreement, any such change for which Board consent is required under this Section is collectively referred to as a "Transfer."
  - 27.2 Franchisee shall send advance notice of any proposed Transfer to the Administrator by certified letter. The Board of Commissioners shall not withhold its prior consent to any Transfer as long as: (1) The proposed assignee, transferee

or other named entity (collectively "Transferee") agrees to comply with all provisions of this Agreement and such additional conditions as the Board may prescribe; and (2) The Transferee is able to provide assurances reasonably satisfactory to the Board of its qualifications, character, the effect of the Transfer, and such other matters as the Board deems relevant.

- 27.3 For the purpose of determining whether it shall consent to any Transfer, the County may request from the Franchisee and proposed Transferee information and documents related to the services under this Agreement, and such further information and documents as the County may request. If the County does not give its consent to Transfer, and such Transfer has been affected, the County may terminate this Agreement, unless the Transfer is reversed and the Franchisee is restored to its status prior to the change, or to a status acceptable to the County.
- 27.4 County retains all rights to take legal or equitable action to set aside, annul, revoke, cancel, or terminate this Agreement, if such transfer is not made according to the procedures set forth in this Agreement.
- 27.5 The consent of the Board of Commissioners to any sale, transfer, lease, trust, mortgage or other instrument of hypothecation shall not constitute a waiver or release of any of the rights of the County under this Agreement.
- 27.6 Franchisee shall pay or reimburse the County for any costs incurred by the County due to any proposed Transfer, including cases where such Transfer is approved, approved with conditions, or denied.

**28. LIQUIDATED DAMAGES:**

- 28.1 Liquidated Damages Deemed Reasonable: Franchisee understands and agrees that the failure to comply with any time, performance or other requirement or standard in this Agreement will result in damage to the County and that it is and will be impracticable to determine the actual amount of such damage, whether due to delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Franchisee and County agree that the liquidated damages specified in this Agreement are reasonable. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages.
- 28.2 Area-Wide Non-Performance Liquidated Damages: Liquidated damages will be assessed in the amount of Fifty Dollars (\$50.00) for each one-tenth of a percentage point less than 90% when Response Time compliance falls below 90% in a given month; provided, however, that the liquidated damage.

- 28.3 Compliance to 1/10 Percent: Response Time compliance will be reported to the nearest one-tenth of a percentage point when considering whether compliance with the 90% standards is achieved.
- 28.4 Other Non-compliance Liquidated Damages: Franchisee shall pay the following amounts of Liquidated Damages to County within thirty (30) days after notice to Franchisee:
- 28.4.1 Five Hundred Dollars (\$500.00) for any failure to have equipment or supplies on any ambulance as required by the County or State law.
  - 28.4.2 Five Hundred Dollars (\$500.00) for any report of “Ambulance arrived on scene” before the ambulance actually arrived at the specific address or location
  - 28.4.3 Two Hundred and Fifty Dollars (\$250.00) for material failure to contact the Board of Commissioners within ten (10) business days when any equipment or staffing falls below required standards or levels and which has the potential to affect the health and safety of the public.
  - 28.4.4 Two Hundred and Fifty Dollars (\$250.00) for failure to contact the ASA Administrator and/or designee within ten (10) business days of:
    - 28.4.4.1 Any equipment or staffing falls below required standards or levels and which has the potential to affect the health and safety of the public.
    - 28.4.4.2 Any mechanical failure of a vehicle with a patient on board if the failure delays service or requires the response of another vehicle.
    - 28.4.4.3 Any failure of any equipment used to load or secure a patient.
    - 28.4.4.4 Any potentially negligence or tortious care by any emergency medical provider, any conduct prohibited by law or administrative rule, any dishonorable or unprofessional conduct, that is likely to harm patients.
    - 28.4.4.5 Any notification by any state or federal agency informing Franchisee or its officers, agents, or employees of allegations of a violation of statute, law, rule or regulation.
    - 28.4.4.6 Any staffing issue that causes the removal of a scheduled ambulance from service or closure of a station, exclusive of critical calls or normal operational response needs.

28.4.4.7 A reportable Motor Vehicle Collision as set forth in Section 12.4.

28.4.4.8 A litigation report as set forth in Section 12.5.

28.4.5 Two Hundred and Fifty Dollars (\$250) for every day of delay in responding to the Administrator or providing requested information to the Administrator in response to a complaint investigation.

**29. Transition Period:** Franchisee shall continue to provide services during a Transition Period to another franchisee and shall assist both County and its new franchisee in effecting a safe and orderly transition. The following provisions are designed to protect the interests of both Franchisee and County during the Transition Period from one franchisee to another.

- 29.1 Franchisee shall in no way penalize or bring personal hardship to bear upon any of its employees who may apply for work with a competing franchisee, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing franchisees at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel and EMT personnel in the EMS paramedic system shall have reasonable expectation of long-term employment in the County ASA franchises, even though franchisees may change from time to time. In signing this Agreement, Franchisee expresses its understanding, acceptance and endorsement of this goal.
- 29.2 During a Transition Period Franchisee shall continue all operations essentially at the same level of effort and level of performance as were in effect prior to the award of the subsequent franchise agreement to a competing franchisee, and Franchisee shall specifically be prohibited from making any changes in Franchisee's methods of operating in order to maximize profits during the final months of the Agreement.
- 29.3 Any deterioration in the quality or level of service during a Transition Period, or unusual reduction in the labor force, management staff or any other substantial reduction in the effort as determined by the County during a Transition Period, as compared with previous months of operation, may be viewed as an attempt by Franchisee to engage in excessive profit-taking during the transition period.
- 29.4 Franchisee may reasonably begin to prepare for transition of service to the new franchisee during the Transition Period, and the County shall not unreasonably withhold its approval of the Franchisee's requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, dispose of vehicles and equipment, so long as such transition activities do not substantially impair Franchisee's performance during the Transition Period. The Columbia County Ambulance Service Advisory Committee shall be consulted in the development and implementation of such transition plans.

- 30. WAIVER:** No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by the County. Failure of the County to enforce any provision of this Agreement shall not constitute a waiver of the right to such performance in the future, nor of the right to enforce any other provision of this Agreement. No right or remedy granted herein or reserved to the County is exclusive of any other right or remedy in law or equity.
- 31. SEVERABILITY:** If any of the terms or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms and conditions shall remain in full force and effect and shall not be impaired.
- 32. HEADINGS:** The headings of this Agreement are for the convenience of reference only and shall not affect any of the terms or conditions of this Agreement.
- 33. CONSTRUCTION OF AGREEMENT:** Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- 34. NOTICES:** Unless specified otherwise in this Agreement, all notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed by regular mail to the parties at the addresses shown below. Mailed notices shall be deemed given three (3) days after deposit in the mail.
- 34.1 County's Address for Notices: Public Health Director, Columbia County, 230 Strand Street, St. Helens, Oregon 97051.
- 34.2 Franchisee's Address for Notices: Eric Smythe 270 Columbia Blvd St. Helens, Oregon 97051.
- 35. AMENDMENT:** This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner without a duly executed Amendment. Any amendments to this Agreement shall be effective only when reduced to writing and signed by both parties as below.
- 36. COUNTERPARTS.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 37. ELECTRONIC SIGNATURES.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. The County reserves the right at any time to require the submission of the hard copy originals of any documents.

**38. ENTIRE AGREEMENT:** THIS AGREEMENT TOGETHER WITH EXHIBIT A, AND EXHIBIT B CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND SUPERSEDES ANY PREVIOUS PROMISES, REPRESENTATIONS, AGREEMENTS, CONDITIONS OR UNDERSTANDINGS BETWEEN THE PARTIES. THERE ARE NO OTHER PROMISES, REPRESENTATIONS, AGREEMENTS, CONDITIONS OR UNDERSTANDINGS, EITHER ORAL OR WRITTEN, BETWEEN THE PARTIES OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed or have caused to be executed by their duly authorized officials, this Agreement between Owner and Franchisee on the respective dates indicated below.

FRANCHISEE

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_

Kellie Jo Smith, Chair

By: \_\_\_\_\_

Casey Garrett, Commissioner

By: \_\_\_\_\_

Margaret Magruder, Commissioner

Approved as to form

By: \_\_\_\_\_

Office of County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Amending the     )  
Columbia County Ambulance     )  
Service Ordinance                     )  
\_\_\_\_\_                                   )

ORDINANCE NO. 2016-1

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1.           TITLE.

This ordinance shall be known as Ordinance No. 2016-1. Exhibit "A", which is attached hereto and incorporated herein by this reference, shall be known as the "Columbia County Ambulance Service Ordinance".

SECTION 2.           AUTHORITY.

This ordinance is adopted pursuant to ORS 203.035 and 682.031.

SECTION 3.           PURPOSE.

The purposes of this ordinance are to: (1) integrate the amendments made by Ordinance No. 2002-3 on April 17, 2002, into the Columbia County Ambulance Service Ordinance, which was originally adopted by Ordinance No. 90-23 on September 19, 1990; (2) update statutory and administrative rule references in the ordinance which have been renumbered in the Oregon Revised Statutes and Oregon Administrative Rules; (3) correct typographical errors in the Ordinance; (4) delete ordinance provisions which are no longer relevant to the Ambulance Service Ordinance; (5) add ordinance provisions which enhance administrative efficiency; and (6) adopt a format which is similar to other County ordinances.

SECTION 4.           AMENDMENT.

The Columbia County Ambulance Service Ordinance is amended to read as provided in Exhibit "A", which is attached hereto and incorporated herein by this reference.

SECTION 5.           NON-REVIVAL.

The deletion of previously numbered Section 24 of the Ambulance Service Ordinance, "Repealer and Savings Clause", shall not act as a revival of Ordinance No. 88-9, Ordinance No. 88-11, and/or Ordinance No. 89-5, and those ordinances remain repealed.

SECTION 6.           SCRIVENER'S ERRORS.

Scrivener's errors in any portion of this ordinance, or any part of Exhibit "A", the Columbia County Ambulance Service Ordinance, may be corrected by order of the Board

of County Commissioners.

SECTION 7. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this ordinance invalid, such portion shall be deemed a separate, distinct and independent portion, and any such holdings shall not affect the validity of the remaining portions thereof.

DATED this 15<sup>th</sup> day of June, 2016.

Approved as to form by

By: [Signature]  
Office of County Counsel

Attest:

By: [Signature]  
Recording Secretary

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Anthony Hyde, Chair

By: [Signature]  
Henry Heimuller, Commissioner

By: [Signature]  
Earl Fisher, Commissioner

First Reading: 5-18-16

Second Reading: 6-1-16

Effective Date: 8-30-16

EXHIBIT "A"

COLUMBIA COUNTY AMBULANCE SERVICE ORDINANCE

SECTION 1.        TITLE.

This Ordinance shall be known as the "Columbia County Ambulance Service Ordinance," and may be referred to herein as "this Ordinance".

SECTION 2.        AUTHORITY.

This Ordinance is enacted pursuant to ORS 682.062, 682.017, and 682.031 and ORS 203.035.

SECTION 3.        POLICY AND PURPOSE.

The Board of County Commissioners finds:

1. That ORS 682.062 and OAR 333-260-0000 to 333-260-0070 require Columbia County to develop and adopt a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASAs) consistent with the plan.
2. That this Ordinance, which establishes methods for creating and modifying Ambulance Service Areas (ASA) and methods for selecting ambulance service providers for each ASA, and establishes the Ambulance Service Area Advisory Committee, together with the most recently adopted Columbia County Ambulance Service Area Plan (ASA Plan), make up the complete plan for ambulance service for Columbia County.

SECTION 4.        DEFINITIONS.

1. For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance.
2. The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Division 260, unless specifically defined herein to have a different meaning.
3. The provisions of ORS Chapter 192 regarding meetings, notice and records shall apply to this Ordinance.
4. Other specific definitions include:
  - a. Administrator. The person designated by resolution of the Board to

administer this Ordinance and the duly authorized deputy or assistant of such person.

- b. Ambulance Service. A person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities. This note and the subsequent notes will not appear in the final ordinance.
- c. Ambulance Service Area or ASA. A geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
- d. Board. The Board of County Commissioners for Columbia County, Oregon.
- e. Committee. The Ambulance Service Area Advisory Committee, or ASA Advisory Committee, created pursuant to this Ordinance.
- f. Franchise. A franchise to provide ambulance service issued by the Board pursuant to this Ordinance.
- g. Person. Means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, and special districts formed and existing pursuant to the Oregon Revised Statutes.

SECTION 5. EXEMPTIONS.

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government or the State of Oregon.
2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an office at the scene of an accident.
3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.
4. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.
5. Air ambulances (aircraft utilized as an ambulance) and marine ambulances

(marine craft utilized as an ambulance).

6. Vehicles operated by lumber industries solely for the transportation of lumber industry employees.
7. Any person who drives or attends an individual who is ill or injured or who has a disability, if the individual is transported in a vehicle exempted by this section.
8. Ambulance services that are located outside of the county, which may come into the county for the purpose of fulfilling service agreements or specialty transportation needs, provided the service(s) are currently identified and on file with the Administrator. The Administrator and/or the Ambulance Service Area Advisory Committee may request and review copies of these service agreements as needed to ensure that they do not interfere with the financial stability of the services located and operating within the county.

#### SECTION 6. ADMINISTRATION.

The Administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the enforcement of this Ordinance. In order to carry out the duties imposed by this Ordinance, the Administrator, or persons authorized by the Administrator, are hereby authorized to enter on the premises of any person regulated by this Ordinance at reasonable times and in a reasonable manner to determine compliance with this Ordinance and regulations promulgated pursuant hereto. The Administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this Ordinance. These records shall be made available to the Administrator at the person's place of business, or copies made and provided as requested by the Administrator.

#### SECTION 7. AMBULANCE SERVICE AREAS.

The Board adopted Ambulance Service Areas (ASAs) in Ordinance No. 90-23, and they were described in the Ambulance Service Area (ASA) Plan dated August 14, 1991. The current ASAs are described in the most recently adopted ASA Plan (ASA Plan). The Board may change the number and/or boundaries of the ASAs by amendment to the ASA Plan, by adoption of a new ASA Plan, or separately by adoption of an order to that effect. Pursuant to an Intergovernmental Agreement and for administrative convenience, the Board may authorize another County or Counties to award and administer ambulance service franchises within portions of Columbia County, and/or accept the authority from another County or Counties to award and administer ambulance service franchises in portions of such other County or Counties.

#### SECTION 8. AMBULANCE SERVICE PROVIDERS REGULATED.

No person shall provide ambulance services in Columbia County, Oregon, unless such person is franchised in accordance with the provisions of this Ordinance, except as

provided by Section 5 above.

SECTION 9. APPLICATION FOR AMBULANCE SERVICE FRANCHISE.

1. Applications for franchises shall be accepted only when the Board, or the Administrator, calls for the submittal of applications. This applies to all applications, whether for the initial franchise or a franchise renewal, or franchises to be issued due to early discontinuance or termination of a franchise.
2. Applications for franchises shall be on forms provided by the Administrator. In addition to information required on the forms, the Administrator or Board may require any additional information deemed necessary.
3. The applicant shall provide the following information:
  - a. The name and address of the person or agency applying.
  - b. The Ambulance Service Area the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
  - c. A statement as to whether or not the franchisee will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that subcontract shall be provided.
  - d. A list of vehicles to be used in providing ambulance services including year, make and model, and verification that each vehicle is certified as a basic life support, intermediate life support and/or advanced life support vehicle by the State of Oregon.
  - e. A statement that all equipment and supplies in each ambulance conforms to State standards.
  - f. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number, or other appropriate certification.
  - g. Proof of financial ability to operate, including an operating budget or financial statement, references and/or statement of past ambulance service. Private companies must provide a profit and loss statement, in addition to the above materials. Other appropriate financial information, such as income tax returns or reports by governmental authorities shall also be submitted upon request.
  - h. Proof of the following minimum levels of insurance to protect the County, its officers, agents, and employees.

- i. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws.
- ii. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
- iii. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 per occurrence.
- iv. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than \$2,000,000.

The applicant shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. The certificate of insurance shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. If the applicant is granted a franchise under this Ordinance, the applicant shall notify County immediately upon notification to the applicant that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Ordinance.

The County, in its sole discretion, may raise the minimum level of insurance required if the County's tort claims limit under Oregon law exceeds \$2,000,000.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of applicant's and any subcontractor's liability insurance policies, with the exception of workers' compensation, shall contain a waiver of subrogation against the County.

- i. A statement of past experience in properly providing ambulance service of a comparable quality and quantity to the service required by this Ordinance, regulations promulgated hereunder, any franchise issued hereunder, and the Ambulance Service Area Plan.
- j. Proof of compliance with the terms and conditions of the ASA Plan and applicable county ordinances, in the form of a narrative summary.

SECTION 10. EXISTING AMBULANCE SERVICE PROVIDERS.

Nothing in this Ordinance shall act as a revocation of a franchise granted prior to the effective date of this Ordinance, or any amendment to this Ordinance, except pursuant to the provisions of Section 16 below.

SECTION 11. REVIEW OF APPLICATION FOR FRANCHISE.

1. Applications shall be reviewed by the Administrator, who shall make such investigation as may be appropriate and who may request assistance of other persons as necessary.
2. The Administrator shall notify the holder of a franchise for providing ambulance service to an ASA of any application by another person to take over that franchise.
3. Unless the time is extended by the Board for good cause, the Administrator shall make a recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The Administrator shall transmit his or her recommendation within thirty (30) days after the application and any required supplemental information has been received.

SECTION 12. BOARD ACTION ON APPLICATION FOR FRANCHISE.

Upon receipt of the Administrator's recommendation, the Board:

1. Shall publish notice of its intent to hold a public hearing on the application and the Administrator's recommendation at least ten (10) days, but not later than thirty (30) days following publication of the notice.
2. May require additional investigation by the Administrator if it finds that there is insufficient information on which to base its action.
3. Shall, upon the basis of the application, the Administrator's recommendation, and such other information as may be before the Board, make an order granting, denying or modifying the application or attaching conditions thereto.
4. Shall not make an order adverse to the applicant, or to the holder of, or applicant for, another franchise, effective less than thirty (30) days after the date of such order and shall notify such persons in writing of such order. The Board may suspend operation of this subsection and enter an emergency order if it finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.
5. After the Board makes an order granting an ambulance service franchise, with or without conditions, and the franchisee is unable to provide a particular service, the Administrator may permit the franchisee to sub-contract such

service to another person upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may require the filing of such information as deemed necessary.

SECTION 13. FRANCHISE TERMS AND RENEWALS.

1. The initial ambulance service franchise in an Ambulance Service Area shall be valid from the date of issuance until December 31, 1995.
2. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of ambulance service franchises shall be five (5) years, beginning on January 1 of a year and ending December 31 five years later.
3. Unless grounds exist for refusal to renew a franchise, or have existed, or for suspension or revocation of a franchise as set forth in Section 16, or unless the franchise is to be given to a new ambulance service provider, franchises may be renewed by the Board, in its sole discretion, without opening up the application process to new applicants.
4. On or before the last day of July of the year in which the franchise expires, the Administrator shall call for franchise applications for the purpose of franchise renewal or the granting of a new franchise. These applications shall be due no later than September 1 of the year in which the franchise expires. The Board or Administrator may set an earlier or later due date for applications. Application shall be made on forms provided by the Administrator and shall include such additional information as may be required by the Administrator or Board.
5. Review of an application for renewal of a franchise shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.

SECTION 14. EARLY DISCONTINUANCE OF SERVICE BY FRANCHISEE.

1. If a franchisee discontinues services before the expiration of the franchise, the Board or Administrator shall set a time by which applications must be submitted for a new franchise in the ASA. Review of an application shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.
2. The Administrator shall develop a plan for coverage of the ASA, using existing franchisees and/or other resources as available to provide ambulance service in the ASA.
3. The Administrator shall issue a temporary certificate(s), valid for a stated period not to exceed six (6) months, entitling a person(s) to provide

ambulance service in all or part of the ASA.

SECTION 15. TRANSFER OF FRANCHISES.

1. Except in the case of merger pursuant to ORS 198.885 to 198.915, a franchise may not be transferred. If a current franchisee is unable or unwilling to continue service up to the expiration of its franchise, this shall be treated as an "Early Discontinuance of Service by Franchisee" pursuant to Section 14 of this Ordinance.
2. In the case of merger of a special district, pursuant to ORS 198.885 to 198.915, holding a franchise under this Ordinance, into another special district, the Administrator may approve the transfer of the franchise to the successor district upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may request the filing of such information as deemed necessary.

SECTION 16. ENFORCEMENT OF FRANCHISE PROVISIONS.

1. In addition to the remedy provided in Section 17 of this Ordinance and penalties provided elsewhere in this Ordinance, the Administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided by this subsection.

If in the judgment of the Administrator, there is convincing evidence of: (a) a violation of this Ordinance, subsequent amendments to this Ordinance, ORS Chapter 682 or the rules promulgated thereunder, or the ASA Plan; or (b) evidence that the franchisee has materially misrepresented facts or information given in the application for the franchise, the Administrator shall notify the franchisee in writing by certified mail, return receipt requested, or by personal service of the notice of alleged violation or of misrepresentation and what steps must be taken to cure the alleged violation or misrepresentation. The Administrator shall send a copy of the notice to the Board. Not less than ten (10) days following the receipt of notice of alleged violation or misrepresentation, the Board may enter an order of revocation, modification, suspension, or non-renewal and shall thereby revoke, modify, suspend or not renew the violator's franchise, unless prior thereto the franchisee shall file with the Board a request for a hearing on the Administrator's notice of alleged violation or misrepresentation. If said request is timely filed, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given by publication of notice thereof at least ten (10) days prior to said hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee-appellant.

2. In lieu of the revocation, modification, suspension, or non-renewal of the

franchise, the Board may order that the violation or misrepresentation be corrected and make the revocation, modification, suspension, or non-renewal contingent upon compliance failure to comply [???] with the order within the period of time stated therein. Notice of the board action shall be provided by certified mail, return receipt requested, or by personal service to the franchisee. The notice shall specify the violation or misrepresentation, the action necessary to correct the violation or misrepresentation, and the date by which the action must be taken. The franchisee shall notify the Board of the action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is revoked, modified, suspended or not renewed upon receipt or service of the notice.

3. Should the franchisee fail to comply with an order of the Board issued pursuant to subsection 1 of this Section, then the Board may take any steps authorized by law to enforce its order. All expenses incurred in enforcement of the Board's order, including reasonable attorney fees, may be recovered from the non-complying franchisee.

#### SECTION 17. PREVENTING INTERRUPTION OF SERVICE.

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this county, the Board shall, after reasonable notice but not less than twenty-four (24) hours notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or person to provide the service.

#### SECTION 18. APPEALS, ABATEMENT AND PENALTIES.

1. All decisions of the Board under this Ordinance shall be reviewable by the Circuit Court of the State of Oregon for the County of Columbia, only by way of writ of review.
2. The provision of ambulance service by any person in violation of this Ordinance, amendments to this Ordinance, or regulations promulgated hereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this Ordinance, institute injunctive, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such ambulance service.
3. Any person who violates any of the provisions of this Ordinance is guilty of an offense. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision. This Ordinance may be enforced as provided by, and violators hereof are subject to the penalties provided in, the Columbia County Enforcement Ordinance.

SECTION 19. DUTIES OF AMBULANCE SERVICE FRANCHISEE.

The franchisee:

1. Shall conduct its operation in strict compliance with all applicable State and Federal laws, rules and regulations, the terms of this Ordinance, any subsequent amendments to this Ordinance, and the Columbia County Ambulance Service Area Plan.
2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.
3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:
  - a. When a request for a specific ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
  - b. When the franchisee is unavailable to respond and the person is requested by another franchisee or the local 9-1-1 jurisdiction to respond; or
  - c. When the response is for supplemental assistance or mutual aid.
4. Shall not voluntarily discontinue service to an assigned Ambulance Service Area until he or she has:
  - a. Given ninety (90) days written notice to the Administrator; and
  - b. Obtained written approval of the Board.
5. Subsection 4 of this Section shall not apply to change, restriction or termination of service when required by any public agency, public body, or court having jurisdiction.

SECTION 20. AMBULANCE SERVICE AREA ADVISORY COMMITTEE.

1. There is hereby created an Ambulance Service Area Advisory Committee.
  - a. The Committee shall consist of the following members:
    - (1) The health officer for Columbia County.
    - (2) One local physician.
    - (3) One (1) representative of the local public health authority for

Columbia County.

- (4) One (1) public member.
  - (5–10) One (1) representative of each ambulance service provider. If an ambulance service provider provides service to more than one ASA, that provider may still only have one representative on the ASA Advisory Committee.
  - (11) One (1) representative of the local 9-1-1 jurisdiction.
- b. The Administrator and other Columbia County staff as the Board deems appropriate shall be ex-officio members of the committee without vote to advise and assist the Committee.
- 2. The Board shall have the sole authority to appoint the members of the Ambulance Service Area Advisory Committee. The Board may appoint additional persons to the Committee to serve as ex-officio members of, or advisors to, the Committee. The Board may appoint or approve the designation of alternates to serve in the absence of persons appointed to the Committee.
  - 3. Except for the County Health Officer, term appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for three year terms. Members shall serve until their successors are appointed and qualified, except in the case of resignation, disqualification or other termination of the appointment. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.
  - 4. The Committee shall appoint one of its members as Chair and another as Vice-Chair. The Committee shall meet at such times as deemed necessary or as called by the Board or by the Administrator. The Chair, Administrator or any two members of the Committee may call a special meeting with ten (10) days notice to other members of the Committee; provided, however, that members may waive such notice.
  - 5. Six members shall constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.
  - 6. In addition to other duties prescribed by this Ordinance the Committee shall:
    - a. Review and make recommendations to the Administrator regarding the selection criteria for approving a franchise to provide ambulance service.
    - b. Provide for on-going input to the Board from pre-hospital care

consumers, providers and the medical community.

- c. Periodically review the Ambulance Service Area Plan and make recommendations to the Board including, but not limited to:
  - (1) Reviewing the standards established in the Plan and make recommendations regarding improvement and/or new standards as required by OAR 333-260-0050(1-3);
  - (2) Monitoring the coordination between emergency medical service resources;
  - (3) Reviewing dispatch procedures and compliance; and
  - (4) Reviewing the effectiveness and efficiency of the Ambulance Service Area boundaries.

7. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this Section shall limit the ability of any person to provide testimony to the Committee. Committee members shall comply with Chapter 244 of the Oregon Revised Statutes, "Government Ethics", and the administrative rules of the Oregon Government Ethics Commission governing conflicts of interest in particular, and government ethics in general.

#### SECTION 21. CONFIDENTIALITY OF RECORDS.

Any medical and/or patient records obtained under authority of this Ordinance for the purpose of enforcement, investigation or the Quality Assurance Program are confidential and shall be handled in a manner to maintain their confidentiality, and in accordance with the Health Insurance Portability and Accountability of 1996 (HIPAA), as amended, and related federal regulations, as well as Oregon statutes and related administrative rules regarding medical and patient information.

#### SECTION 22. REGULATIONS OF AMBULANCE SERVICE.

Upon its own motion or upon a recommendation of the Committee or the Administrator, the Board may adopt ordinances, resolutions or orders regulating ambulance service or implementing, interpreting or amending this Ordinance. Such regulations shall not conflict with ORS Chapter 682 and rules promulgated pursuant thereto.

#### SECTION 23. INITIAL RESPONDER.

Nothing in these provisions prohibits a 9-1-1 jurisdiction, responsible for the

dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an ambulance service provider. Such initial response shall only be in accordance with this Section.

1. The initial responder shall be a municipal corporation or a special district within Columbia County that provides emergency services within its jurisdiction and requests to be dispatched to medical emergencies.
2. The initial responder shall respond with Emergency Medical Technicians and/or First Responders that are certified by the State of Oregon and who are employed by, or volunteers with, the initial responder.
3. Upon arrival of the ambulance service provider at the location of the medical emergency, the ambulance service provider shall be in charge of, and responsible for, the continuation of emergency medical services. The initial responder shall continue to provide emergency medical services only at the direction of the ambulance service providers.

BEFORE THE BOARD OF COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting the Columbia County  
Ambulance Service Ordinance and Plan

ORDINANCE NO. 2024-1

The Board of County Commissioners for Columbia County, Oregon, ordains as follows:

SECTION 1. TITLE.

This Ordinance shall be known as Ordinance No. 2024-1.

SECTION 2. AUTHORITY.

This Ordinance is adopted pursuant to ORS 203.035, ORS 682.062, and ORS 682.017.

SECTION 3. POLICY AND PURPOSE.

The Board of County Commissioners finds:

1. That ORS 682.062 and OAR 333-260-0000 to 333-260-0070 require Columbia County to develop and adopt a plan for the County relating to the need for and coordination of ambulance services and to establish Ambulance Service Areas (ASAs) consistent with an adopted Ambulance Service Plan.

2. That this Ordinance adopts the Columbia County Ambulance Service Plan (Plan). The Plan establishes Ambulance Service Areas, expectations for ambulance provider operational system elements, establishing structure and processes for quality assurance, coordination of resources among ASA providers and other resources, mass casualty incident plan development and implementation, emergency communication and systems access expectations, methods for selecting ambulance service providers for each Ambulance Service Area, and establishes an Ambulance Service Area Advisory Committee, consistent with ORS 682.062, 682.017 and 682.031 and implementing regulations.

SECTION 4. HISTORY.

Ordinance No. 90-23 was adopted in 1990, establishing Ambulance Service Areas; assigning Ambulance Service Providers; Creating an Ambulance Service Advisory Committee; providing penalties; and prescribing effective dates. The Ordinance was amended in 2002 by Ordinance No. 2002-3, modifying Section 15 of the Ordinance, and was amended again in 2016 by Ordinance No. 2016-1 to (1) integrate the amendments

made by Ordinance No. 2002-3 into the Columbia County Ambulance Service Ordinance, to update statutory and administrative rule references in the Ordinance which had been renumbered, to correct typographical errors in the Ordinance, to delete ordinance provisions which were no longer relevant to the Ambulance Service Ordinance, to add ordinance provisions to enhance administrative efficiency, and too adopt a format which was similar to other County Ordinances. In addition to Ordinance No. 90-23, the County adopted its Ambulance Service Plan by Order No. 143-91, "In the Matter of the Adoption of the Columbia County Ambulance Service Plan of August 14, 1991" on August 21, 1991. On May 18, 2016, the County adopted amendments to the Ambulance Service Plan Area boundaries by Order No. 16-2016 to address two areas of Clatsop County served by Columbia County fire and ambulance providers.

In 2022, the County hired Fitch and Associates to conduct an operational analysis of ambulance services, identify gaps and potentially duplicative services, provide financial and service models for improvement, and finalize a new ambulance service plan that satisfies the Oregon Health Authority rules and requirements. Fitch and Associates conducted its analysis and presented a report to the County in September 2022 and a draft Plan in March 2023. The County consulted with its EMS leaders and emergency response partners to finalize the draft Plan and submitted it to the Oregon Health Authority for approval on May 25, 2023. The Oregon Health Authority reviewed the Plan and required further development by notice dated September 15, 2023. Thereafter, the County made the required changes and conducted additional outreach to and consultation with its Ambulance Service Committee, EMS leaders, and emergency response partners and resubmitted the updated plan on October 23, 2023. The Oregon Health Authority approved the modified Plan on by notice dated December 12, 2023. The Plan is now ready for adoption.

SECTION 5. ADOPTION or AMENDMENT.

The Columbia County Ambulance Service Plan which is attached hereto as Exhibit A, is hereby adopted.

SECTION 6. SEVERABILITY.

The provisions of this Ordinance are severable. If any provision of this Ordinance is determined to be invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision, and the decision shall not affect the validity of the remaining portions thereof.

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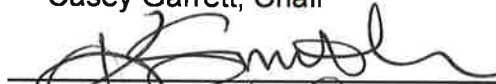
SECTION 7. SCRIVENER'S ERRORS.

A scrivener's error in any portion of this Ordinance or its attachments may be corrected by order of the Board of County Commissioners.

DATED this 21 day of February, 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Casey Garrett, Chair

By:   
Kellie Jo Smith, Commissioner

By:   
Margaret Magruder, Commissioner

Approved as to form  
By:   
Office of County Counsel

Attest:   
Recording Secretary

First Reading: FEB. 7<sup>th</sup> 2024  
Second Reading: FEB. 21, 2024  
Effective Date: 05/21/2024

EXHIBIT A



**AMBULANCE SERVICE AREA PLAN  
COLUMBIA COUNTY, OREGON**

**ADOPTED FEBRUARY 21, 2024  
EFFECTIVE MAY 21, 2024**

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**I. COLUMBIA COUNTY AMBULANCE SERVICE AREA PLAN CERTIFICATION**

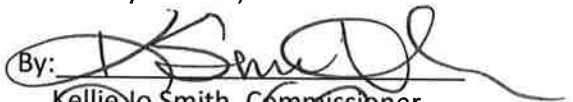
The undersigned certify pursuant to Oregon Administrative Rule 333-260-0030(2)(a)(b) and (c) that:

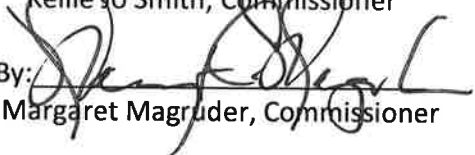
1. Each subject or item contained in the Columbia County Ambulance Service Plan has been addressed and considered in the Board of County Commissioners' adoption of the Plan.
2. In the Board of County Commissioners, the ambulance service areas established in the Plan, provide for the efficient and effective provision of ambulance services.
3. To the extent they are applicable, the County has complied with ORS 682.062 to 682.991 and existing local ordinances and rules.

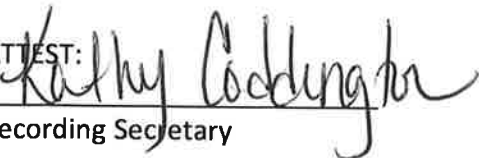
DATED this 21 day of February 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Casey Garrett, Chair

By:   
Kellie Jo Smith, Commissioner

By:   
Margaret Magruder, Commissioner

ATTEST:  
  
Recording Secretary

## II. OVERVIEW OF COLUMBIA COUNTY

Columbia County is in the northwest portion of the state, bordered by Washington State and the Columbia River on the North and East, Washington and Multnomah Counties to the South, and Clatsop County to the West.

The County has a total land mass of 657 sq. miles (420,301 acres), with an additional 32 sq. miles of water comprised primarily from the Columbia River. Columbia County has over 62 miles of Columbia River shoreline, the most in the state. The County consists primarily of heavily forested valleys and coastal mountain ranges with elevations ranging from sea level to 2,240 ft. in the Coastal Range Mountains.

According to the 2020 U.S. Census Bureau's most current available data, Columbia County is home to approximately 52,589 residents (as shown below), a 9.3% increase from 2010 Census data.

<i>Jurisdiction</i>	<i>Population</i>	<i>Percent of County</i>
City of St Helens	13,817	26.3
City of Scappoose	8,010	15.2
City of Vernonia	2,374	4.5
City of Columbia City	1,949	3.7
City of Rainier	1,911	3.6
City of Clatskanie	1,716	3.3
City of Prescott	82	0.2
Unincorporate Areas (by subtraction)	22,730	43.2
Total Columbia County	52,589	100

Source: 2020 United States Census Bureau

Scappoose, St. Helens, Columbia City, Rainier, and Clatskanie are located along US Highway 30, which runs through the County's eastern and northern portions along the Columbia River. Most

residents dwell in or around the incorporated cities located within the County. Agriculture, forest products, manufacturing, and tourism, provide the basis of the County's economy.

### III. DEFINITIONS

1. "Advanced Emergency Medical Technician (AEMT or Advanced EMT)" means a person licensed by the Authority as an Advanced Emergency Medical Technician. OAR 333-265-000(1).
2. "Ambulance" means a privately or publicly owned motor vehicle, aircraft or watercraft that is regularly provided or offered to be provided for the emergency transportation of persons who are ill or injured or who have disabilities. ORS 682.025(1).
3. "Ambulance Service" means a person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities.
4. "Ambulance Service Area (ASA)" means a geographic area served by one ambulance service provider and may include all or a portion of a county or all or portions of two or more contiguous counties.
5. "Ambulance Service Plan" means a written document, which outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open-market system.
6. "ASA Advisory Committee (Committee)" means a committee formed to review standards, make recommendations to, or set new standards for the Board of County Commissioners for all matters regarding Emergency Medical Services (EMS) and review and make recommendations regarding the soundness of the ASA.
7. "ASA Administrator" is the person designated by the Board of Commissioners to administer the ASA Ordinance and Plan.
8. "Columbia 911" is the communications dispatch center within Columbia County utilized for all emergent and non-emergent requests made by the public, emergency services

personnel, and government officials. This is a stand-alone facility and is not owned or operated by Columbia County.

9. "Columbia County Board of Commissioners (Board)" means the elected governing body with jurisdiction over the Columbia County ASA Plan.
10. "Communication System" means a system of two-way radio communications between ambulances, dispatchers, hospitals, and other agencies as needed. A two-channel multi-frequency capacity is minimally required.
11. "Computer-Aided Dispatch (CAD)" means systems utilized by dispatchers, call-takers, and 9-1-1 operators to prioritize and record incident calls, identify the status and location of responders in the field, and effectively dispatch responder personnel.
12. "Disaster" means an occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in severe property damage, deaths, and/or multiple injuries.
13. "Division" means the Public Health Division, Oregon Health Authority. OAR 333-260-0010(7).
14. "Effective Provision of Ambulance Services" means ambulance services that comply with the County Ambulance Service Plan provisions or boundaries, coordination, and system elements.
15. "Emergency" means those medical or trauma conditions that manifest themselves by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical care would place the health of a person or the fetus in the case of a pregnant woman, in serious jeopardy. An emergency condition also includes any condition specifically dealt with in the emergency medical dispatch system adopted by Columbia 911.
16. "Emergency care" means the performance of acts or procedures under emergency conditions in the observation, care, and counsel of persons who are ill or injured or who have disabilities; in the administration of care or medications as prescribed by a licensed physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in pre-hospital emergency care. However, "emergency

care” does not include acts of medical diagnosis or prescription of therapeutic or corrective measures. ORS 682.025(3).

17. “Emergency Medical Dispatch (EMD)” means a series of components that allow an emergency communications dispatcher to triage calls, send appropriate resources with the appropriate response, and provide pre-arrival/post-dispatch instructions as needed.
18. “Emergency Medical Responder (EMR)” means a person licensed by the Authority as an Emergency Medical Responder. OAR 333-265-000(17).
19. “Emergency Medical Services (EMS) Agency” means any person, governmental agency or unit, or other entity that utilizes emergency medical services providers to provide prehospital emergency or non-emergency care. An emergency medical services agency may be either an ambulance service or a non-transporting service. OAR 333-265-0000(17).
20. “Emergency Medical Services Provider (EMS Provider)” means a person who has received formal training in pre-hospital and emergency care and is licensed to attend to any person who is ill, injured, or who has a disability. Police officers, fire fighters, funeral home employees, and other personnel serving in a dual capacity, one of which meets the definition of “emergency medical services provider,” are “emergency medical service providers” within the meaning of ORS Chapter 682. OAR 333-265-0000(18).
21. “Emergency Medical Technician (EMT)” means a person licensed by the Authority as an Emergency Medical Technician. OAR 333-265-0000(19).
22. “Emergency Medical Technician-Intermediate (EMT-Intermediate)” means a person licensed by the Authority as an EMT-Intermediate. OAR 333-265-0000(20).
23. “Franchise” means the authorization granted by the Board to provide exclusive emergency ambulance services in a specific geographic region within Columbia County.
24. “Frontier Area” means the areas of the state with a population density of six or fewer persons per square mile and are accessible by paved roads.
25. “Inter-Facility Ambulance” means an ambulance that is licensed by the State of Oregon and provides transportation services between hospitals or transfers to and from a hospital to a residential care facility, assisted living facility, adult foster care home, convalescent care facility, non-urgent medical clinic, rehabilitation center, or private residence.

26. "Health Officer" means the Columbia County Public Health Officer.
27. "License" means those documents issued by the Authority to the owner of an ambulance service and ambulance when the service and ambulance are found to comply with ORS 820.350 to 820.380 and rules adopted thereunder and OAR 333-250-0200 through 333-250-0410 and 333-255-0000 through 333-255-0082.
28. "Mass Casualty Incident (MCI)" means an incident in which emergency medical services resources, such as personnel and equipment, are overwhelmed by the number and severity of casualties.
29. "Non-Emergency" means those medical or trauma conditions not specifically dealt with in the emergency medical dispatch system adopted by the County. Unless specified by rule, those conditions that fall within the emergency medical dispatch system shall immediately be transferred to the emergency ambulance providers designated by Columbia County through the 911 system.
30. "Non-Emergency Ambulance" means any privately or publicly owned motor vehicle, aircraft, or marine craft operated by a Division-licensed ambulance service and that is regularly provided or offered to be provided for the emergency and non-emergency transportation of persons suffering from illness, injury or disability. OAR 333-260-0010(1).
31. "Non-Emergency care" means the performance of acts or procedures on a patient who is not expected to die, become permanently disabled or suffer permanent harm within the next 24-hours, including but not limited to observation, care and counsel of a patient and the administration of medications prescribed by a physician licensed under ORS chapter 677, insofar as any of those acts are based upon knowledge and application of the principles of biological, physical and social science and are performed in accordance with scope of practice rules adopted by the Oregon Medical Board in the course of providing prehospital care as defined by this rule. See ORS 682.025(8).
32. "Notification Time" means the length of time between the initial receipt of the request for emergency medical service by either a provider or a PSAP and the notification of all responding emergency medical service personnel.
33. "Owner" means the person having all the incidents of ownership in an ambulance service or an ambulance vehicle or where the incidents of ownership are in different persons, the

person, other than a security interest holder or leaser, entitled to the possession of an ambulance vehicle or operation of an ambulance service under a security agreement or a lease for a term of 10 or more successive days.

34. "Paramedic" means a person who is licensed by the Authority as a Paramedic. OAR 333-265-0000(26).
35. "Patient" means a person who is ill or injured or who has a disability and who receives emergency or nonemergency care from an EMS provider. OAR 333-265-0000(27).
36. "Priority Dispatch" is a system used by the PSAP to prioritize calls from least severe to most severe.
37. "Provider Selection Process" means the process established by the County for selecting an Ambulance Service Provider or Providers.
38. "Public Service Answering Point (PSAP)" means a 24-hour communications facility established as an answering location for 9-1-1 calls originating within a given service area.
39. "Quick Response Team (QRT)" means an agency that provides initial response and basic life support care without transportation capabilities by licensed emergency medical service providers.
40. "Rural Area" means a geographic area 10 or more miles from a population center of 50,000 or more, with a population density greater than six persons per square mile.
41. "Search and Rescue Area" means the areas of the state that are primarily forest, recreational or wilderness lands that are not accessible by paved roads or not inhabited by six or more persons on a year-round basis. — No established prehospital response time. OAR 333-200-0080(E).
42. "Suburban Area" means an area that is not urban, and which is contiguous to an urban community, including the area within a 10-mile radius of that community's center and the areas beyond the 10-mile radius which are contiguous to the urban community and have a population density of 1,000 or more per square mile.
43. "Urban Area" means an incorporated community of 50,000 or more population.

## **IV. BOUNDARIES**

### **1. AMBULANCE SERVICE AREA DESCRIPTION**

The entire County shall be included in an ambulance service plan known as the Columbia County Ambulance Service Area Plan. The ASA's have been adopted in accordance with Section 7 of the Columbia County Ambulance Service Ordinance by the Board of Commissioners. Boundaries of the ASA can be modified as dispatched equipment, roads, populations, providers, etc., change. The County is divided into seven Ambulance Service Areas (ASAs):

- Ambulance Service Area – 1 Sauvie Island Area
- Ambulance Service Area – 2 Scappoose Area
- Ambulance Service Area – 3 St. Helens Area
- Ambulance Service Area – 4 Rainier Area
- Ambulance Service Area – 5 Clatskanie Area
- Ambulance Service Area – 6 Mist-Birkenfeld
- Ambulance Service Area – 7 Vernonia Area

The ASAs are designed to promote cooperation and coordination with 911 area fire districts and incorporated city boundaries to minimize the effects of artificial and geographical barriers on response times and patient outcomes.

The ambulance service providers that serve Columbia County, a description of their boundaries, and other general information are attached in this ASA Plan in the appendices. In addition, a current set of maps that depict current boundaries for the ambulance service areas, fire districts, and the Public Safety Answering Point (PSAP) location are on file with Columbia County Public Health and are attached to this plan in the appendices.

### **2. MAPS**

The maps attached in the appendices represent the boundaries of each ambulance service area within Columbia County and the "System Response Times," which include notification, turnout time, and response times. Actual response time is subject to access, weather, road and traffic conditions, and other circumstances that can affect response times.

### **3. ALTERNATIVES TO REDUCE RESPONSE TIMES**

Heavily forested, mountainous terrain and severe weather conditions can present difficult access and possible long response times to emergency transporting ambulances. When an urgent response is indicated, Columbia 911 Communications Center will work with the nearest appropriate agency/resources and, at their request, place on standby or activate rotary-wing air ambulance services. During inclement weather, four-wheel all-terrain vehicles will be used

where possible, with snowmobiles and helicopters as alternatives to access unplowed roads and wilderness areas.

In addition, a tiered response system is utilized to provide the best available patient care while maximizing available resources. The tiered response system also includes activating adjoining county medical and air ambulance services for remote areas or critical care scenes, allowing a direct route to a medical facility.

Transport-to-Meet has been highlighted by the State of Oregon's Health Authority. ORS 682.035 provides that ORS Chapter 682 and ORS 820.330 to 820.380 do not apply to vehicles being used to render temporary assistance in the case of major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident.

## **V. SYSTEM ELEMENTS**

### **1. 911 DISPATCHED CALLS**

The County designates dispatch centers for Ambulance Providers and the 911 calls for medical assistance are answered by Columbia 911 Communications Center (PSAP). The dispatch center providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMS Medical Director. This Plan establishes the goal of a single dispatch center designated by the County to provide dispatch and data collection for EMS. As such, the PSAP's Computer-Aided Dispatch system (CAD) will be the official timekeeper for all compliance issues associated with the ASA Plan and response time criteria. In some cases, ambulance services may receive direct calls for service. In such cases, the service receiving such a call shall notify Columbia 911 when able for radio dispatch. The contact address and phone number for Columbia 911 is listed below:

Columbia 911 Communications District  
58611 McNulty Way, St Helens, OR 97051  
Emergency Calls: 911  
Non-Emergency Calls: (503) 397-1521

### **2. NON-EMERGENCY AND INTERFACILITY TRANSFERS**

The Board shall designate one or more non-emergency ambulance providers in each ASA in accordance with Oregon Administrative Rules (OAR 333-260-0070(3)). These designated emergency ambulance providers are also authorized to provide non-emergency ambulance service within their assigned ASA. Columbia County does not have a hospital or critical access

care center located within its borders. As such, a non-emergency interfacility transfer can include requests from long-term care centers, clinics, urgent care, dialysis centers, and hospice facilities.

The Board recognizes that other non-emergency ambulance providers exist outside of the County and may provide non-emergency ambulance service within the County. However, the designated ASA provider shall have the first right of refusal for all non-emergency and interfacility transfers that originate within their assigned ASA, except in the case of extremely specialized services (neo-natal transport) or excessively life-threatening circumstances that require air transportation. Should the ASA provider be unable to provide service, it is the provider's responsibility to ensure that alternate service is available.

### 3. NOTIFICATIONS AND RESPONSE TIMES

Standards established by the State of Oregon, known as the Trauma System Response Times Standards OAR 333-200-0080, maintain a minimum standard for the Columbia County ASA System. In reviewing proposed changes to the response times, the County may consider the following general guidelines.

Service Area	Definition	Response Time
Urban	An incorporated community of 50,000 or more population	8 Minutes
Suburban	An area which is not urban, and which is contiguous to an urban community; includes the area within a 10-mile radius of that community's center. It also includes areas beyond the 10- mile radius which are contiguous to the urban community and have a population density of 1,000 or more per square mile	15 Minutes
Rural	A geographic area 10 or more miles from a population center of 50,000 or more, with a population density of greater than six persons per square mile	45 Minutes

When an emergency call is received by Columbia 911 Communications Center, the appropriate ambulance service provider, based on closest available unit, will be immediately dispatched to

handle the call. Columbia 911 will factor in distance between the emergency medical incident and the nearest ambulance in miles. Appropriate units from outside of the emergency incident ASA will be factored into response. The closest appropriate unit will be dispatched, even if it comes from a neighboring ASA. All ambulances providing service in Columbia County's franchises must be equipped with GPS AVL transponders compatible with Columbia 911 dispatch software's. This will achieve the County's goal of expedited emergency care for its residents, regardless of agency affiliation or unit location. Current Columbia County franchise providers will have until July of 2025 to become compliant with this requirement. Any ambulance service originating outside of Columbia County, or utilizing a different PSAP than Columbia 911, must be compliant with Section VII, 4.10.4, Computer-Aided Dispatch (CAD) Integration upon establishment of any new franchise agreement.

Provider Response Time compliance shall be as follows:

<b>Service Area</b>	<b>Response Time</b>	<b>Compliance Percentage</b>
City of St. Helens	15 Minutes	90%
City of Scappoose	15 Minutes	90%
City of Rainier	15 Minutes	90%
City of Clatskanie	15 Minutes	90%
City of Vernonia	15 Minutes	90%
Rural Areas	45 Minutes	90%
Frontier Areas	120 Minutes	90%

In the future, as improvements are made to Emergency Medical Dispatch (EMD) triage, increasing demand and intensity on emergency service systems, or overall improvement in clinical care outcomes may allow for longer response times. The ASA Advisory Committee will continuously review response time regulations from the OHA, in conjunction with recommendations made by local EMS physician advisors, best practices around Columbia County, and other interested medical partners as improvements are made in triage and first response.

#### **4. LEVEL OF CARE**

Protocols, Policies, and Procedures: Providers in each trauma system area shall function under one set of off-line prehospital trauma protocols and one set of online medical control trauma policies and procedures which address basic, intermediate, and advanced levels of care.

Off-line treatment protocols shall clearly describe all treatment and transportation procedures and identify those that require online medical authorization. In addition, medical control policies and procedures must assure consistent area-wide coordination, data collection, and area-wide quality improvement responsibility.

All ambulances and ambulance services in Columbia County must maintain a current license with the Oregon Health Authority, Public Health Division. Equipment and supplies for vehicles must meet or exceed standards as outlined in OAR and this Plan.

An ambulance area service provider who utilizes a subcontractor or automatic aid agreement within its ASA to provide any part of its response commitments will maintain a written agreement to outline performance criteria standards for the subcontractor. The provider will notify the ASA Administrator in writing of any subcontracting arrangements.

The delivery of an Advanced Life Support assessment and treatment is the preferred level of care for Columbia County. Therefore, an ASA provider without continuous coverage at the Advanced Life Support (ALS) level shall maintain mutual aid agreements with other agencies capable of ALS service delivery. Basic Life Support (BLS) first response is allowed by Columbia County ASA providers or mutual aid when acuity levels and resource needs prevent immediate Advance Life Support (ALS) response.

## **5. PERSONNEL**

When operating an ambulance in Columbia County, all personnel must meet the requirements of ORS 682.017 to 682.991 and OAR 333-250-0200 to 333-250-0410. A copy of each provider's ASA Application Form shall be attached as an exhibit to this Plan during the contract period of that ASA, showing personnel numbers and training level.

A BLS ambulance will consist of a minimum of two (2) licensed EMT Basic personnel. Columbia County will recognize two definitions of advanced medical support for the purposes of ambulance transport. An ALS ambulance in ASA 1-5 and ASA 7 will consist of one (1) EMT Basic, and one (1) Paramedic as specified in Columbia County Ordinance No. 2016-1. Due to ASA 6 being in the Frontier area, an ALS ambulance in ASA 6 will consist of a minimum one (1) EMT Basic and one (1) Advanced EMT, as specified in OAR 333-225-0070, should staffing, and availability of resources necessitate. Any provider operating in ASA 6 must declare this in writing to the Administrator in advance of their intent regarding ALS ambulance staffing.

When an ASA is awarded to a provider, the ASA Application Form, when submitted and attached as an exhibit, shall show the number of personnel in-house at the Station (if applicable), call-ins, or volunteers available on a regular basis (if applicable). Volunteer retention is a critical component of first response and transport sustainability. Therefore,

mandating the scheduling of volunteers will not be required, provided applicants can demonstrate compliance with current state response standards and patient outcomes, as adopted by Columbia County. The accepted ASA Application Form shall show the schedule of full-time paid, paid-per-call, or volunteer personnel.

## **6. MEDICAL SUPERVISION**

Each EMS agency utilizing licensed medical personnel shall be supervised by a Medical Doctor licensed under ORS Chapter 677, currently registered and in good standing with the Oregon Medical Board as a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). The physician must also be approved by the Oregon Health Authority EMS and Trauma Systems program as a Medical Director (Supervising Physician, Physician Advisor, and Medical Director are interchangeable terms).

## **7. PATIENT CARE EQUIPMENT**

Patient care equipment must meet or exceed the Oregon Health Authority (OHA), Emergency Medical Services and Trauma System Section (OHA-EMS) requirements as specified in ORS 682.017 to ORS 682.991 and OAR 333-255-0070 thru 333-255-0073. The ambulance service provider shall maintain a list of equipment for their ambulances proving compliance with OAR 333-255-0072, which shall be furnished upon the request of the Oregon Health Authority.

The ASA provider shall have a policy/procedure requiring all equipment and supplies to be secured when the vehicle is in motion in cabinets or appropriate securing devices to reduce the risk of projectiles in the event of a vehicle crash. Loose supplies of any kind on the action wall or crew bench are not permitted. Equipment may not be strapped to the stretcher for storage. Best efforts should be made to use manufacturer-approved devices to reduce the risk of projectiles in accordance with device specifications.

The ASA provider shall have a preventive maintenance program for durable medical equipment (DME). At a minimum, this program shall include the following:

- Scheduled testing, calibration, and preventive maintenance based on manufacturer recommendations (if there are no manufacturer recommendations, the schedule is determined by the agency to be effective in preventing equipment failures);
- Planned replacement schedule;
- Equipment to be included in the DME maintenance program will consist of all electrical and mechanical (stretchers, stair chairs, monitors, IV/med pumps, ventilators, etc.).

## **8. VEHICLES**

All ground ambulances must be either Type I, II, or III and be licensed by the Oregon Health Authority and other Federal-state agencies. In addition, all ambulances must meet or exceed the requirements outlined in ORS 682.017 to 682.991 and OAR 333-255-0060. All air ambulances must be licensed with the Oregon Health Authority and meet or exceed all Federal-state aviation requirements. Vehicles used in a “transport to meet” are not considered an ambulance and are not bound by the abovementioned statutes and rules. It would not be permissible, in most circumstances, for a first responder (that is not a licensed ambulance service) to arrive on the scene of a traffic accident and transport a patient to meet an ambulance service at another location.

Each ASA provider shall produce the necessary documentation for each vehicle operating under their control to the Board of County Commissioners. The initial information shall be completed on the ASA Application Form, which shall become an attachment to this Plan when a provider is granted an ASA.

All ASA providers shall submit vehicle maintenance records to validate their equipment’s safe and sound operation. In addition, all ASA providers must have an on-going safety program for setting and administrating safety and safe practices.

All ASA providers shall maintain records of an annual preventive maintenance program for all ambulances. At a minimum, the program shall include the following:

- Checks of fluid levels, lights, brakes, and tires each day the vehicle is to be used;
- Scheduled preventive maintenance in accordance with vehicle manufacturer recommendations;
- Detailed record-keeping by vehicle.

## **9. TRAINING**

All ASA providers for Columbia County shall have an initial and continued education training program for their ambulance personnel which meets at the minimum, but is not limited to, the Administrative Rules 333-265-015 through 333-265-045 and ORS 682.204 through 682.265. In addition, all ASA medical personnel providing emergency medical first response in Columbia County shall meet continuing medical education and license renewal standards as identified by the Oregon Health Authority. Training will comply with the Oregon Health Authority and Department of Transportation curricula requirements.

## **VI. QUALITY ASSURANCE**

To ensure the delivery of efficient and effective pre-hospital emergency medical care, an EMS Quality Assurance Program is hereby established. This program will include periodic case reviews by, peer review, and periodic review by a Physician or ambulance governing body as appointed by the Board of County Commissioners.

### **1. STRUCTURE**

The Columbia County Board of Commissioners shall form the Columbia County Ambulance Service Area (ASA) Advisory Committee through the adoption of this Plan. The ASA Advisory Committee will be composed of no more than thirteen members representing a diverse segment of the community. The Committee should be represented by (but not limited to) a combination of the following: EMS Medical Director (or Physician equivalent), Public Health Department Representative, a provider from ASA 2 through 7, Columbia County Emergency Manager or appointed representative, Columbia 9-1-1 Communications Center representative, and three County community members. A quorum of at least seven members is required for any voting or administrative functions.

### **2. PROCESS**

The Board of County Commissioners (Board), to ensure the delivery of the most efficient and effective prehospital emergency care possible with the available resources, has directed that the Columbia County ASA Advisory Committee be established. This committee will meet quarterly.

The basis for the ASA Advisory Committee will be a Continuous Quality Improvement (CQI) process. CQI is an inclusive, multidisciplinary process that focuses on identification of system-wide opportunities for improvement. The ASA Advisory Committee will utilize current standards to assess system structure, processes, and patient outcomes. Improvement efforts will focus on the root cause of the issue and formulate long-term solutions. Additionally, the ASA Advisory Committee can assist constituent groups to recognize and support excellence in performance and delivery of care. Columbia County efforts are both proactive and retrospective and draw from quality improvement efforts from a variety of industries, including published sources such as the National Association of EMS Physicians (NAEMSP).

The CQI process will analyze data on all aspects of the EMS system including dispatch, response times, medical supervision and control, patient care, EMS Provider and EMD performance, and other components. The data will come from a variety of sources - the dispatch agency, first

responder and ambulance provider agencies. Specific data can include computer databases, patient care charts and chart reviews and audits, patient complaints and patterns of complaints, patient outcomes, and others. The outcomes of the process are information, problem solving, and system improvement. These outcomes will serve as the basis for system change. Each ASA Franchise holder is required to maintain their own internal CQI process compliant with OAR 333-250-0320 and this Plan.

Complaints regarding violation of this ASA Plan shall be submitted in writing to the ASA Advisory Committee. The ASA Advisory Committee shall then review the matter and make recommendations or changes arising from such complaints or questions to the Board.

The ASA Advisory Committee shall also assist with resolving any problems involving system operations. Ongoing input may be provided by citizens, providers, or medical community members to the committee. Any input, such as a complaint, concern, idea, or suggestion for improvement, shall be submitted in writing to the committee for review. Should a change in the Plan be needed, the ASA Administrator will work with all the providers prior to presenting the findings to the Board of County Commissioners. The Board of County Commissioners shall have the authority for any changes to processes and/or modifications to the Columbia County ASA Plan.

### **3. COLUMBIA COUNTY ADMINISTRATOR NOTIFICATION**

As part of the critical component of oversight, the County must be kept within the feed of real-time information regarding the ambulance service delivery in the County. It will be a requirement of ASA providers to notify the ASA Administrator of the following operational issues:

- All ambulance crashes;
- Maintenance issues for ambulances affecting normal deployment operations;
- Any staffing issues that cause the removal of a scheduled ambulance or closure of a fire station, not including times of critical calls or normal operational response needs;
- Large scale mass casualty events that deplete County EMS resources, separate from standard high call volume resource depletion;

All ASA providers will be required to inform the ASA Administrator via phone call of such operation issues as emergency operations allows. The County is aware of the necessity to prioritize information dissemination for time sensitive emergencies. ASA providers are asked to give best efforts when providing this timely information.

#### **4. PROBLEM RESOLUTION**

Problems involving protocol deviation by emergency medical services providers shall be referred to the respective medical director. Problems involving a non-compliant provider shall be reviewed by the ASA Advisory Committee with possible referral to Board if necessary. The Board may seek background data and recommendations from the ASA Advisory Committee in such instances. The Board shall provide notice to the affected provider and allow them the opportunity to issue comments. However, any member of the ASA Advisory Committee who may have a conflict of interest in the matter shall declare the conflict and refrain from participating in any recommendations made.

#### **5. SANCTIONS FOR NON-COMPLIANT PERSONNEL OR PROVIDERS**

Upon a recommendation by the ASA Advisory Committee, or its own motion, the Board of County Commissioners may suspend or revoke the assignment of an ASA upon a finding that the provider has:

- a. Willfully violated provisions of the Columbia County ASA Plan, an ordinance, or provisions of State or Federal laws and regulations; or
- b. Materially misrepresented facts or information given in the application for assignment of an ASA or as part of the review of the performance of the service furnished by the provider.

In lieu of the suspension or revocation of the assignment of an ASA, the Board may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order within the period set by the Board.

Notice of the Board's action shall be provided to the holder of the assignment, which shall specify the violation, the action necessary to correct the violation, and the date by which the action must be taken. If the holder of the assignment fails to take corrective action within the time required, the Board shall notify the holder that the assignment is suspended or revoked upon receipt of the notice. The Board or the Ambulance Service Area Committee shall notify the Oregon Health Authority of any complaints, sanctions, violations, or disciplinary action taken towards an EMS Provider or EMS Service operating in Columbia County.

A person receiving a notice of the assignment, denial of assignment, suspension, or revocation of assignment or a notice of corrective action, the failure of which may result in suspension or revocation of an assignment, may request a hearing before the Board by filing with the Board a written request for a hearing within fourteen (14) days of the notice, setting forth the reasons for requesting the hearing and the issues proposed to be reviewed. The filing of a hearing request shall stay the action, pending the hearing and the Board's final decision, unless a

change is required due to an immediate hazard to public safety. The Board shall set a time and place for the hearing. Within fourteen (14) days after the conclusion of the hearing, the Board shall affirm, reverse, or modify its original decision. Appeal of a Board decision is limited to a writ of review (ORS 34.100 to 34.102).

## **6. PENALTIES**

Nothing in this Plan is intended to obviate the authority of the State regarding penalties for non-compliant personnel or providers under state rules, orders, and laws. The Board reserves the right to enforce both monetary and civil penalties on any ASA provider failing to maintain compliance with this Plan.

## **VII. COORDINATION**

### **1. AUTHORITY**

The ASA Administrator shall be responsible for the administration of the Plan and will make recommendations to the ASA Advisory Committee for changes to the Plan. The ASA Administrator will then make the necessary changes to the Plan and send out revisions upon approval of the Columbia County Board of Commissioners. (Columbia County Ordinance No. 2016-1)

### **2. COMPLAINT REVIEW PROCESS**

Pre-hospital care consumers, providers, and the medical community may register complaints and have input in a variety of ways, such as:

- A complaint or input may be registered with the Columbia County Public Health Department for investigation. The findings report shall then be referred to the Columbia County ASA Advisory Committee with appropriate action recommendations. After consideration by the ASA Advisory Committee, a report shall be forwarded to the Columbia County Board of County Commissioners for recommended corrective actions if needed.
- A complaint or input may be registered directly with the Columbia County Board of Commissioners. The complaint shall then be forwarded to Columbia County Public Health Department for investigation by the ASA Advisory Committee.
- When the complaint has been reviewed by the ASA Advisory Committee, a report shall then be returned to the Columbia County Board of Commissioners with recommendations for possible appropriate actions to be considered.

### **3. MUTUAL AID AGREEMENTS**

Each ASA provider shall sign a Mutual Aid Agreement to render assistance wherever possible, upon request, to augment the emergency medical response within Columbia County and thus give the best emergency services possible to the residents of Columbia County. All ASA Providers operating in Columbia County shall adopt written mutual aid agreements with neighboring agencies both inside Columbia County and outside agencies. Failure to do so prior to any franchise extension or renewal agreement with the County may result in that provider being removed from consideration.

All requests for mutual aid shall be made through the Columbia 911 via radio transmission or by phone at (503) 397-1521. All mutual aid agreements will be reviewed periodically but not less than every five years and modified as needed by mutual consent of all parties to the agreements. Mutual aid agreements shall be stored with each ASA Provider and the PSAP. The Administrator or the Board reserves the right to request copies of these agreements at any time.

### **4. DISASTER RESPONSE**

The ASA Advisory Committee shall coordinate the EMS medical function of disaster planning with any formal disaster management plan developed and recognized by Columbia County, other appropriate County authorities, or other local government authorities within the County.

Any jurisdictional multiple-casualty incident (MCI) shall be examined and the situation in terms of its potential or actual magnitude of the disaster, and those having jurisdictional authority can request any appropriate additional resources that may be available via the Columbia 911 Communication District (Columbia 911) (503)-397-1521.

#### **4.1 COUNTY RESOURCES OTHER THAN AMBULANCES**

When resources other than ambulances are required for the provision of emergency medical services during a disaster, a request for additional resources shall be made through either Columbia 911 at (503) 397-1521 or Columbia County Emergency Management at (503) 366-3934. Emergency Management shall serve as the liaison between all local and state resource needs.

#### **4.2 OUT OF COUNTY RESOURCES**

When resources outside of Columbia County are required for the provision of emergency medical services during a disaster, a request for those resources shall be made through Columbia County Emergency Management. This can be made through Columbia 911 (503-397-1521) or by contacting the on-duty Emergency Management representative directly at (503)

366-3934. Requests can also be made to Oregon Emergency Response System (OERS) for state level relief (1-800-452-0311), but only once Emergency Management has exhausted all inner-county resources.

#### **4.3 MASS CASUALTY INCIDENT (MCI) PLAN**

Columbia County, as of October 2023, does not have a formal MCI Plan adopted to include in this ASA Plan. The Columbia County ASA Advisory Committee will work with Columbia County Emergency Management in the formal creation and adoption of an MCI Plan, with OHA Area Trauma Advisory Board (ATAB) recommendations, to meet the County's needs. Columbia County commits to having a formal MCI Plan adopted and exercised by September of 2024. Following its adoption, ASA Providers shall adhere to this new MCI plan while operating in Columbia County and an amended ASA Plan shall be submitted to the OHA for review.

The purpose of the Mass Casualty Incident (MCI) Plan is to provide guidance to EMS response personnel in the coordination or response activities relating to mass casualty/multi-casualty incidents in Columbia County. An MCI Plan is intended for use when any single or combination of incidents depletes the resources of any single provider during the ordinary course of daily operations. All ASA Providers shall adopt the MCI Plan.

The MCI Plan shall identify the responsibility of the Provider concerning:

- i. Coordination;
- ii. Communication;
- iii. Staging;
- iv. Triage; and
- v. Transportation.

#### **4.4 PERSONNEL AND EQUIPMENT RESOURCES**

Emergency contact lists for personnel and equipment resources are available at the Columbia 911. Public safety agencies are requested annually to update their lists.

#### **4.5 NON-TRANSPORTING EMS PROVIDER**

City fire departments and rural fire protection districts currently provide first-response services in the County. Each fire department or district determines the deployment patterns necessary to respond to fires, rescue situations, and medical calls. These deployment patterns are based on each community's needs and operational and financial priorities and constraints. Fire departments and districts respond to all time-critical 9-1-1 medical calls and all calls that require specialty rescue, extrication, or non-medical technical response. The scope and

intensity of medical services provided by fire departments, districts, and jurisdictions may evolve over time.

#### **4.6 HAZARDOUS MATERIALS (HAZ-MAT)**

HAZ-MAT response is the responsibility of the fire districts and departments within Columbia County. HAZ-MAT response plans include identifying the hazard, its effect on people, and the appropriate actions for neutralizing it, decontaminating exposed people and environments, and providing necessary medical care in the pre-hospital and hospital settings. Transport and receiving hospital standards for exposed patients are coordinated through HAZ-MAT, special operations teams, and the receiving hospitals. Hazard evaluation is done frequently with involvement from the specialty teams, EMS Medical Doctor, and receiving hospital representatives (if applicable). The standards and procedures vary based on the nature of the exposure.

All Columbia County fire agencies are trained to the Hazardous Materials Operations level, as defined by the National Fire Protection Agency (NFPA) and the Center for Domestic Preparedness (CDP). Should an incident require personnel of higher training, fire agencies will contact the Oregon Emergency Response System (OERS) at 1 (800) 452-0311 and request a regional Haz-Mat Team to respond. The nearest agency that covers Columbia County is from Portland Fire & Rescue and will coordinate all resource needs with the fire agency incident command, when requested.

#### **4.7 SEARCH AND RESCUE**

Search and rescue operations are the responsibility of the Columbia County Sheriff. The Sheriff's Office serves as incident commander for search and rescue operations. EMS and fire responders may provide resources and personnel as requested by the incident commander. To contact the Sheriff's Office Search and Rescue (SAR) Coordinator, please call (503)-366-4611 or through Columbia 911 and request the Sheriff's Office SAR Coordinator.

#### **4.8 EXTRICATION**

Extrication of victims from entanglement will be the responsibility of the fire agency holding jurisdiction. The fire department will serve as the incident command for all extrication and entanglement operations. Other EMS and fire agencies may provide resources as requested by incident command. Columbia County fire agencies with extrication capabilities are:

- a) Sauvie Island Fire District  
Non-emergency contact information - (503) 621-1242
- b) Scappoose Rural Fire Protection District  
Non-emergency contact information - (503) 543-5026

- c) Columbia River Fire & Rescue  
Non-emergency contact information - (503) 397-2990
- d) Clatskanie Rural Fire Protection District  
Non-emergency contact information - (503) 728-2025
- e) Mist-Birkenfeld Rural Fire Protection District  
Non-emergency contact information - (503) 755-2710
- f) Vernonia Rural Fire Protection District  
Non-emergency contact information - (503) 429-8252

It is not feasible to expect consistent monitoring of the above phone numbers for each district given staffing resources. All requests for extrication needs should go through Columbia 911 PSAP at (503) 397-1521, Columbia County Emergency Management at (503) 366-3934, or OERS at 1 (800) 452-0311. District maps for each fire agency are in Appendix 4.

#### **4.9 SPECIALIZED RESCUE**

Columbia County fire agencies work together to provide specialized rescue services during emergency incidents. These include services such as swift water rescue, low-angle rope or high-angle rope rescue. Should other specialized services be needed, the fire agency holding jurisdiction and holding incident command will make this request through Columbia 911 PSAP for local resources, or outside agencies may request these resources through OERS at 1 (800) 452-0311 for both local and state resources.

#### **4.10 EMERGENCY COMMUNICATION AND SYSTEM ACCESS**

##### **4.10.1 TELEPHONE**

Columbia 9-1-1 is the Public Safety Answering Point. This Center shall receive all emergency service requests in Columbia County. Persons having access to telephone service will have access to the Columbia 9-1-1 by dialing 9-1-1. This communications center can also be contacted via a non-emergency phone line that is monitored 24 hours a day, 7 days a week at (503) 397-1521.

##### **4.10.2 DISPATCH PROCEDURES**

The Columbia 911 dispatcher shall notify the appropriate EMS personnel within sixty (60) seconds of receipt of a medical call 90% of the time. The dispatcher will obtain from the caller and dispatch first responders with the following:

- a. Nature of the incident;
- b. Location of the incident;
- c. Any specific instructions or information that may be pertinent to the incident;
- d. Any updates as the information is obtained.

EMS personnel shall inform Columbia 911 by radio when any of the following occurs;

- a. In-service;
- b. Enroute to scene or destination and type of response;
- c. Arrival on scene or destination; and scene size up if appropriate;
- d. Arrival at patient(s) side;
- e. Transporting patient(s) to the hospital or medical facility; the number of patients (and name of the facility and level of transport priority, if appropriate); and
- f. Arrival at receiving facility.

Ambulance personnel shall inform the receiving hospital by radio of the following:

- a. Unit identification number;
- b. Age and sex of each patient;
- c. Condition and chief complaint of each patient;
- d. Vital signs of each patient;
- e. Treatment rendered; and
- f. Estimated time of arrival.

**4.10.3 RADIO SYSTEM**

All emergency medical responders and ambulance services will have the capability of operating on the Columbia County radio frequencies. Columbia 9-1-1 and the emergency medical providers operate on Very High Frequency (VHF) radio system for day-to-day operations. As Columbia County has no hospital within its borders, it is highly recommended that transport capable units also have at their disposal either a Multnomah County or a Washington, Clackamas, Newberg (WCN) 700/800 MHz radio systems radio for interoperability.

Columbia County operates on the following channels:

County	Dept	Name	Long Name	RxFreq (output)	TxFreq (input)	Rx CG	Tx CG
Columbia	F	COL F1	COL FIRE DISP	154.13000	159.15000	186.2	162.2
Columbia	F	COL F2	COL F2 MEDNET	153.87500	157.49250	186.2	146.2
Columbia	F	COL F3	COL F3 TAC3	153.17750	156.01500	186.2	162.2
Columbia	F	COL F4	COL F4 TAC4	154.87500	157.47750	186.2	192.8
Columbia	F	COL MOB1	COL FIRE MOB1	154.29500	154.29500	CSQ	107.2
Columbia	F	COL MOB2	COL FIRE MOB2	154.40000	154.40000	CSQ	107.2
Columbia	SO	COL L5	COL L5 COMMN	154.35500	158.88000	203.5	173.8

Columbia 911 shall:

1. Restrict access to authorized personnel only, as current software allows;
2. Meet state fire marshal standards;
3. Maintain radio consoles capable of communication directly with all first response agencies throughout Columbia County;
4. Maintain all dispatch logs and recordings required by the Oregon Revised Statutes;
5. Meet all Federal-state and local laws and standards for operation;
6. Be equipped with a back-up power source capable of maintaining all functions of the center.

An ASA Provider shall equip and maintain communication equipment in each ambulance that allows for the transmission and reception with dispatch, medical resource hospitals, and mutual aid resources. It is up to the ambulance service in each ASA district to coordinate with Columbia 911 on radio system needs and updates. Columbia County, and its PSAP, are not responsible for any financial obligations accrued by ambulance providers as part of this requirement.

#### **4.10.4 COMPUTER-AIDED DISPATCH (CAD) INTEGRATION**

Streamlining all emergency medical requests to expedite high quality patient care is the top priority of the County. All dispatched emergency medical requests in Columbia County must use a priority dispatch EMD system. Therefore, any contracted ASA Provider who does not utilize the Columbia 911 PSAP for their dispatch operations shall complete a CAD integration agreement with Columbia 911. This integration agreement should allow for the automatic flow of information between Columbia 911 PSAP, first response units, and out of County ambulance agencies.

Furthermore, the interface should outline the expectations of functionality such as:

- a. 2-way (bi-directional) transfer of CAD incidents to and from the Columbia 911 and the ambulance service;
- b. The interface shall include electronic acknowledgement of receipt of the CAD incident assignment;
- c. The ambulance service shall be required to maintain unit status during emergency incident assignments with Columbia 911;
- d. The ambulance service shall be required to report when low levels of ambulance resource availability to Columbia 911;

Columbia County or its PSAP are not responsible for any financial obligations accrued by ambulance providers as part of this requirement.

#### **4.10.5 EMERGENCY MEDICAL SERVICES DISPATCHER TRAINING**

All Emergency Medical Dispatchers (EMDs) at both Columbia 911 and at the ambulance companies shall be trained to meet or exceed Emergency Medical Dispatcher standards set

forth by the USDOT Dispatcher National Standard Curriculum or minimum standards required for dispatchers by the Oregon Department of Public Safety Standards and Training (DPSST). The EMS Medical Director is responsible for the medical protocols used by these dispatchers and for the medical supervision of their performance and may set forth additional requirements.

#### **4.10.6 MASS GATHERINGS**

The Board of County Commissioners adopted a Mass Gathering Ordinance to create a standard approach towards the handling of such high-risk events outside of incorporated city limits. Event organizers are required to submit the necessary permits through Columbia County Land Development and must address how organizers plan to incorporate public safety and EMS response; specifically, EMS dedicated staff given anticipated patron attending and ambulance ingress and egress during medical emergencies.

### **VIII. PROVIDER SELECTION**

#### **1. INITIAL ASSIGNMENT**

The County has established seven Ambulance Service Areas. A visual and written description of each ASA is attached in the appendices of this Plan. The Board of County Commissioners delegates responsibility for assuring appropriate Ambulance Services to the County Public Health Department. The County issue franchises for Ambulance Services. Each ASA Provider is chosen through a competitive application process. This process will be published as a public call for applications.

##### **A. FIRST RESPONSE**

The County may enter into intergovernmental agreements with any fire department or district(s) within the County that are interested in providing EMS first response. These agreements may include compensation.

#### **2. REASSIGNMENT**

If a reassignment of an ASA is necessary, the ASA Advisory Committee shall make a written recommendation to the Board. The ASA Advisory Committee shall develop appropriate criteria, utilizing the selection process described in this Plan to be presented to the Board for consideration and/or action by the Board.

#### **3. APPLICATION FOR AN ASA**

Columbia County currently has both public and private ASA Providers who have been serving those individual ASAs for several years. The Public Health Administrator will form and chair a review committee of the following potential person(s): Columbia County Counsel, Public Health Medical Director, and the Public Health Department Director. The committee will review each

application for content and proposed care services provided. Should more than one agency apply for an individual ASA, the committee may request additional information from all interested parties. This may include a summary of how the proposed coverage will benefit the citizens, improve emergency medical care delivery, impacts to current first response system, or other documents as requested. Once all information has been received, the review committee will make a written recommendation to the Board. Once an ASA is awarded, the Board and the Provider will enter into an agreement for Ambulance Services for a term of five (5) years. All contracts require the approval of the Board of County Commissioners, as required by Ordinance.

#### **4. NOTIFICATION OF VACATING AN ASA**

If an ASA Provider wishes to vacate its ASA, it shall provide at least sixty (60) days' written notice to the Ambulance Service Administrator. The ASA Provider must provide notification in accordance with the provisions of this plan or the agreement for Ambulance Services.

#### **5. MAINTENANCE OF LEVEL OF SERVICES**

All ASA providers contracted by the County will be required to maintain all medical service levels outlined in each approved contract. If an ASA Provider cannot comply with the standards promulgated for the ASA by this Plan, or each ASA franchise contract, the Provider will notify the Ambulance Service Administrator in writing of its inability to comply and identify which standards are involved. This notification should be made at least sixty (60) days before any non-compliance or as soon as practical after an ASA Provider becomes aware of non-compliance. The Administrator will determine if other qualified Providers who can abide by the standards are available for the ASA. If the Administrator determines no other qualified Providers are available, it may apply to the Oregon Health Authority, Emergency Medical Services, and Trauma Systems Section under ORS 682.079 for a variance from the standards so that continuous ambulance services may be maintained, by the existing provider, in the ASA.

##### **5.1 FAILURE TO NOTIFY**

The County holds all the ASA Providers to high standards for the protection and care of its citizens. Any ASA Provider who fails to notify the Administrator of any disruption to contracted services at least sixty (60) days prior may face financial penalties or revocation of contracted services. The Columbia County Board of Commissioners reserves the right to determine penalties on a case-by-case basis in congruence with OHA policies and ORS, and County laws, rules, and regulations.

## **5.2 REVOCATION OF AN ASA**

If an ASA is revoked from an ASA Provider, the ASA Administrator will work with surrounding ASA Providers to provide temporary emergency medical services coverage in the vacated ASA while a replacement is located. Appointment of an ASA Provider to replace a revoked ASA Provider will follow the franchise application process described herein.

## **6. RENEWAL PROCESS FOR AN ASA**

The initial term for an ASA Provider franchise will be for five years. An additional two terms of five years each will be granted to Providers who have demonstrated compliant performance during the current assignment term and who request to receive an extension. An extension request shall be made in writing to the Administrator not more than 180 days and not less than 120 days prior to the expiration of franchise agreement, or such other times as may be allowed by the Board. The Administrator will recommend such term extensions to the Board for approval. Extensions shall be approved by Board Order.

## **IX. COUNTY ORDINANCES AND RULES**

All Columbia County ordinances and rules surrounding the adoption and management of a County ASA plan can be found in Appendix 4 of this Plan. Ordinance No. 2016-1, in compliance with ORS 682.062 and OAR 333-260-0000 to 333-260-0070 was adopted by the Columbia County Board of Commissioners on the 21<sup>st</sup> day of February, 2024.

## **X. APPENDICES (see next page.)**



## **Appendix 2 - ASA Narrative Descriptions**

### **Ambulance Service Area – 1 Sauvie Island**

The Sauvie Island Area includes all portions of Sauvie Island within Columbia County North and South of the county line. They will be included in the Columbia County ASA Plan. Multnomah County assigns ambulance service and administers the response zones for ASA 1.

**Boundaries:**

West Boundary: Multnomah Channel

North Boundary: Columbia River

East Boundaries: Columbia River

South Boundaries: County Line

### **Ambulance Service Area – 2 Scappoose**

The Scappoose area is an incorporated city with a population of 8,010 as of the 2020 census. Therefore, Scappoose is classified as “Suburban” according to the Trauma System population density requirement.

**Boundaries:**

North Boundary: Beginning at the east bank of Multnomah Channel at River Marker 2. Thence west to the east bank of Scappoose Bay. Then southerly along the east bank of Scappoose Bay to the mouth of Scappoose Creek. Then southerly along Scappoose Creek to a point due east of the intersection of Columbia River Hwy and Slavens Rd. Thence due west to the intersection of Columbia River Hwy and Slavens Rd. Thence westerly along the north boundary of Slavens Rd to its intersection with Marracci Rd. Thence northerly along the west boundary of Marracci Rd to the north boundary of Garden View Estates Subdivision. Thence westerly along the north boundary Garden View Estates to the NW corner of Garden View Estates. Thence southerly along the west boundary of Garden View Estates to a point east of the NE corner of section 25 T4N R2W. Thence west to the NE corner of section 25 T4N R2W. Thence westerly along the north section lines of 25, 26, and 27 to the NW corner of section 27. Thence northerly along the east section lines of sections 21, 21, and 16 T4N R2W to the NE corner of section 16. Thence westerly along the north section line of 16 to the NW corner of section 16. Thence northerly along the east section line of section 8 and 5 T4N R2W to the NE corner of section 5. Thence westerly along the north section line of section 5 to the SW corner of the SE ¼ of section 32, T5N R2W. Thence northerly along the west line of the SE ¼ of section 32 T5N R2W to the NE corner of the south half of the SW ¼ of section 32, T5N R2W. Thence westerly along the north line of the south half of the SW ¼ of section 32 and the south half of the SE ¼ of section 31 T5N

R2W to the NW corner of the south half of the SW  $\frac{1}{4}$  of section 31. Thence southerly along the west line of the SE  $\frac{1}{4}$  of section 31 to the SW corner of the SE  $\frac{1}{4}$  of section 31 T5N R2W. Thence westerly along the south line of section 31 T5N R2W and sections 36, 35, 34, 33, and 32 of T5N R3W to the NW corner of section 5, T4N R3W.

**South Boundary:** Beginning at the SW corner of section 32 T4N R3W. Thence easterly along the south section lines of 32, 33, and 34 to the SE corner of section 34, T4N R3W. Thence southerly along the west section lines of 2 and 11, T3N R3W to the SW corner of section 11. Thence easterly along the south section lines of section 11 and 12, T3N R3W to the SE corner of section 12. Thence southerly along the west section line of section 18, T3N R2W to the SW corner of section 18. Thence westerly along the south section line of sections 18, 17, and 16, T3N R2W to the SE corner of section 16. Then southerly along the west section line of section 22, T3N R2W to the SW corner of section 22 on the south boundary of Columbia County. Thence easterly along the south boundary of Columbia County to the east bank of the Multnomah channel.

**East Boundary:** Beginning at the intersection of the south boundary of Columbia County and the east bank of the Multnomah channel. Thence northerly along Multnomah Channel to River Marker 2 on the Multnomah channel.

**West Boundary:** Beginning at the NW corner of section 5, T4N R3W. Thence southerly along the west section line of section 5 to the SW corner of section 5. Thence southeasterly in a direct line to the SE corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of section 8 T4N R3W. Thence southerly along the east section line of section 8 T4N R3W to the northerly boundary of the Crown Zellerbach trail. Thence easterly along the northern boundary of the Crown Zellerbach trail to a point north of milepost 7 of Scappoose Vernonia Hwy. Thence south to the south boundary of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 16, T4N R3W. Thence westerly along the south section line to the SE corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of section 17 T4N R3W. Thence westerly along the south section line of the north half of the north half of section 17 to the east section line of section 18 T4N R3W. Thence southerly along the east section line of sections 18, 19, 30, and 31 of T4N R3W to the SW corner of section 32, T4N R3W.

### **Ambulance Service Area – 3 St. Helens**

St. Helens is an incorporated city with a population of 13,817 as of the 2020 census. Therefore, St. Helens is classified as “Suburban” according to the Trauma System population density requirement.

#### **Boundaries:**

**North Boundary:** Beginning at the intersection of the west boundary of Apiary Rd and the south line of section 4, T5N R3W. Thence easterly along the south section line of sections 4, 3, 2, and

1 of T5N R3W to the SE corner of section 1 of T5N R3W. Thence northeast to the NW corner of section 4, T5N R2W. Thence along the north section line of sections 4 and 3, T5N R2W to the NE corner of section 3. Thence northeast to the intersections of Tide Creek Rd and Columbia River Hwy. Thence east to the west bank of the Columbia River.

**South Boundary:** Beginning at the point of intersection of the east bank of Scappoose Bay and the north line of the Stoughton DLC. Thence west along the north line of the Stoughton DLC to the intersection of Columbia River Hwy and Slavens Rd. Thence westerly along the north boundary of Slavens Rd to its intersection with Marracci Rd. Thence north along the west boundary of Marracci Rd to the north boundary of Garden View Estates Subdivision. Thence west along the north boundary Garden View Estates to the NW corner of Garden View Estates. Thence southerly along the west boundary of Garden View Estates to a point east of the NE corner of section 25 T4N R2W. Then west along the north section lines of 25, 26, and 27 to the NW corner of section 27, T4N R2W. Thence westerly along the north section line of section 5 to the SW corner of the SE  $\frac{1}{4}$  of section 32, T5N R2W. Thence northerly along the west line of the SE  $\frac{1}{4}$  of section 32 T5N R2W to the NE corner of the south half of the SW  $\frac{1}{4}$  of section 32, T5N R2W. Thence westerly along the north line of the south half of the SW  $\frac{1}{4}$  of section 32 and the south half of the SE  $\frac{1}{4}$  of section 31 T5N R2W to the NW corner of the south half of the SW  $\frac{1}{4}$  of section 31. Thence southerly along the west line of the SE  $\frac{1}{4}$  of section 31 to the SW corner of the SE  $\frac{1}{4}$  of section 31 T5N R2W. Thence westerly along the south line of section 31 T5N R2W and section 36, 35, 34, 33 of T5N R3W to the SW corner of the SE  $\frac{1}{4}$  of section 33, T5N R3W.

**East Boundary:** Beginning at a point due east of the intersection of Tide Creek Rd and Columbia River Hwy. Thence southeasterly along the west bank of the Columbia River to the east bank of Scappoose Bay. Thence southerly along the east bank of Scappoose Bay to a point on the north line of the Stoughton DLC.

**West Boundary:** Thence north to the NE corner of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of section 21, T5N R3W. Thence west along the north line of section 21, T5N R3W, to the SE corner of section 16, T5N R3W. Thence north along the east section line of 16 to the SE corner of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of section 16, T5N R3W. Thence east to the west boundary of Karth Rd. Thence along the west boundary of Karth Rd to its intersection with Apiary Rd. Thence northerly along the west boundary of Apiary Rd to the point of beginning.

#### **Ambulance Service Area – 4 Rainier**

Rainier is an incorporated city with a population of 1,911 as of the 2020 census. Therefore, Rainier is classified as “Suburban” according to the Trauma System population density requirement.

**Boundaries:**

**North Boundary:** Beginning at a point where the easterly bank of the Rinearson Slough intersects the Columbia River. Thence southeasterly along the west bank of the Columbia River to a point on the West bank of the Columbia River and east boundary of Section 32, T6N R1W, due east of the intersection of Tide Creek Rd and the Columbia River Hwy.

**South Boundary:** Beginning at the point on the West bank of the Columbia River and east boundary of Section 32, T6N R1W, due east of the intersection of Tide Creek Rd and the Columbia River Hwy. Thence due west to the intersection of Tide Creek Rd and the Columbia River Hwy. Thence Southwesterly to the NW corner of section 2, T5N R2W. Thence west along the north section line of sections 3 and 4 of T5n R2W to the NW corner of section 4. Thence southwesterly to the intersection of Anliker Rd and Meissner Rd. Thence southwesterly to the NW corner of section 7, T5N R2W. Thence west along the north section lines of sections 12, 11, 10, and 9 of T5N R3W to the intersection of the north line of section 9, T5N R3W, and the west boundary of Apiary Rd.

**East Boundary:** Beginning at a point where the easterly bank of the Rinearson Slough intersects the Columbia River. Thence southeasterly along the west bank of the Columbia River to a point on the West bank of the Columbia River and east boundary of Section 32, T6N R1W, due east of the intersection of Tide Creek Rd and the Columbia River Hwy.

**West Boundary:** Beginning at the intersection of the north line of section 9, T5N R3W, and the west boundary of Apiary Rd. Thence northerly along the west boundary of Apiary Rd to the west line of Section 3, T5N R3W. Thence north along the west section line of section 3, T5N R3W, and sections 34 and 27, T6N R3W, to the NW corner of section 27, T6N R3W. Thence west along the north section line of section 28 to the SW corner of section 21, T6N R3W. Thence north along the west line of section 21 to the SW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21. Thence east to the SE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21, T6N R3W. Thence north to the NW corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16, T6N R3W. Thence east to the NE corner of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16, T6N R3W. Thence north along the east section line of sections 16, 9, and 4 of T6N R3W to the SW corner of section 34 T7N R3W. Thence east along the south line of section 34 to the SE corner of the SW  $\frac{1}{4}$  of Section 34, T7N R3W. Thence north to the NW corner of the SE  $\frac{1}{4}$  of section 22, T7N R3W. Thence east to the NE corner of the SE  $\frac{1}{4}$  of section 22, T7N R3W. Thence, North along the east line of sections 22, 15, 10, and 3, T7N R3W to the Rinearson Slough. Thence Northerly along the easterly bank of the Rinearson Slough to the Columbia River.

### **Ambulance Service Area – 5 Clatskanie**

Clatskanie is an incorporated city with a population of 1,716 as of the 2020 census. Therefore, Clatskanie is classified as “Suburban” according to the Trauma System population density requirement.

The following described land in Clatsop County, OR, shall be included in Ambulance Service Area 5 (Clatskanie).

- In T7N R6W: Section 1, 2, and 3.
- In T8N R6W: Section 22, 25, 26, 27, 34, 35 and 36

#### **Boundaries:**

**North Boundary:** Beginning at the NW corner of Columbia County at the intersection of the west boundary of Columbia County with Columbia River. Thence East along the Columbia River to its intersection with the Rinearson Slough.

**South Boundary:** Beginning at the SW corner of the SE  $\frac{1}{4}$  of section 34 T7N R3W. Thence west along the south section line to the SW corner of section 34, T7N R3W. Thence north along the east section line of 33, T7N R3W to the NE corner of the SE  $\frac{1}{4}$  of section 33, T7N R3W. Thence west to the NW corner of the SE  $\frac{1}{4}$  of section 33, T7N R3W. Thence south to the SW corner of the SE  $\frac{1}{4}$  of section 4, T6N R3W. Thence West along the south section lines of 4, 5, and 6 to the SW corner of section 6, T6N R3W. Thence south along the west section lines of sections 7 and 18, T6N R3W, to the SW corner of section 18, T6N R3W. Thence west along the south section lines of section 13, 14, 15, and 16 of T6N R4W to the SW corner of section 16, T6N RW. Thence North along the west section line of section 16 to the SE corner of section 8, T6N R4W. Thence west along the south section line of section 8 to the SW corner of section 8, T6N R4W. Thence north along the west section lines of sections 8 and 5, T6N R4W, to the NE corner of section 6, T6N R4W. Thence West along the north section line of section 6 to the NW corner of section 6, T6N R4W. Thence north along the east section line of section 36, T7N R5W to the NE corner of the SE  $\frac{1}{4}$  of section 36. Thence west to the NW corner of the SE  $\frac{1}{4}$  of section 35, T7N R5W. Thence north to the NW corner of the NE  $\frac{1}{4}$  of section 26, T7N R5W. Thence east to the NE corner of section 26, T7N R5W. Thence north to the NE corner of section 23, T7N R5W (subject to change subject to agency agreement). Thence west along the north section lines of sections 23, 22, 21, 20, and 19 of T7N R5W to the west boundary of Columbia County.

**East Boundary:** Beginning at the NW corner of section 19, T7N R5W on the west boundary of Columbia County. Thence north along the west boundary of Columbia County to the NW corner of Columbia County.

**West Boundary:** Beginning at a point where the Columbia River intersects Rinearson Slough. Thence South along the east bank of the Rinearson Slough to the east section line of section 3, T7N R3W. Thence south along the east section lines of section 3, 10, 15, and 22 of T7N R3W to the NE corner of the SE ¼ of section 22. Thence West along the north line of the SE ¼ of section 22 to the NW corner of the SE ¼ of section 22, T7N R3W. Thence south along the west line of the SE ¼ of section 22 and the NE ¼ and SE ¼ of sections 27 and 34, T7N R3W to the south line of section 34 T7N R3W.

#### **Ambulance Service Area – 6 Mist-Birkenfeld**

Mist-Birkenfeld is an unincorporated community with a population of 1,388 as of the 2020 census. This area is in the middle of the western section of South Columbia County. This area includes the communities of Mist, Birkenfeld, Natal, and all the Mist-Birkenfeld Rural Fire Protection District.

#### **Boundaries:**

**North Boundary:** Beginning at the NW corner of section 19 T7N R5W also being on the west boundary of Columbia County. Thence east along the north section line of sections 19, 20, 21, 22, and 23 of T7N R5W to the NE corner of section 23, T7N R5W. Thence south along the west line of section 23 to the SE corner of section 23. Thence west (subject to change based on agency agreement) along the south section line of section 23 to the NW corner of the east 1/2 of section 26, T7N R5W. Thence south along the west line of the east half of sections 26 and 35 to the SW corner of NE ¼ of section 35, T7N R5W. Thence east along the south line of the north ½ of section 36 to the east line of section 36. Thence south along the east line of section 36 to the NW corner of section 6, T6N R4W. Thence along the north section line of 6 to the NE corner of section 6, T6N R4W. Thence south along the east line of sections 6 and 7 to the NW corner of section 17, T6N R4W. Thence south along the east line of section 17 to the SW corner of section 16 T6N R4W. Thence east along the south section line of section 16, 15, 14, and 13 of T6N R4W to the SE corner of section 13. Thence North along the east section lines of 18 and 7 T6N R3W to the NW corner of section 7. Thence east along the north section lines of 7, 8, 9 T6N R3W to the SW corner of the SE ¼ of section 4, T6N R3W. Thence north along the east line of the SW ¼, NW ¼ of section 4 T6N R3W and the SE ¼ of section 33 T7N R 3W to the NW corner of the SE ¼ of section 33. Thence East along the north line of the SE ¼ of section 33 to the NE corner of the SE ¼ of section 33 T7N R3W.

**South Boundary:** Beginning at the intersection of the west boundary of Karth Rd and the north section line of section 22, T5N R3W. Thence west along the north section lines of sections 22, 21, 20, and 19 of T5N R3W and 24, 23, 22, 21, 20, and 19 of T5N R4W and sections 24, 23, 22,

21, 20, 19 of T5N R5W to the west boundary of Columbia County also being the SW corner of section 18, T5N R5W.

**East Boundary:** Beginning at the NE corner of the SE  $\frac{1}{4}$  of section 33 T7N R3W. Thence south along the south line of section 33, T7N R3W, and sections 4, 9, and 16 of T6N R3W to the NE corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16. Thence west along the north line of the SE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16 to the NW corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16. Thence south along the east line of the SW  $\frac{1}{4}$  of section 16 to the south section line of section 16. Thence West along the south line of section 16 to the NE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21, T6N R3W. Thence South along the east line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21 to the SE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21, T6N R3W. Thence West along the south line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21 to the west section line of 21, T6N R3W. Thence South along the west section line of 21 to the SW corner of section 21 T6N R3W. Thence East along the south section line of 21 to the NE corner of section 28 T6N R3W. Thence south along the east section line of 28 and 33 of T6N R3W and section 4, T5N R3W to Apiary Rd. Thence southwesterly along the southeasterly boundary of Apiary Rd to Karth Rd. Thence southeasterly along the westerly boundary of Karth Rd to the north section line of section 22 T5N R3W.

**West Boundary:** Thence south along the south line of section 33, T7N R3W, and sections 4, 9, and 16 of T6N R3W to the NE corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16. Thence west along the north line of the SE  $\frac{1}{4}$  and SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16 to the NW corner of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of section 16. Thence south along the east line of the SW  $\frac{1}{4}$  of section 16 to the south section line of section 16. Thence West along the south line of section 16 to the NE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21, T6N R3W. Thence South along the east line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21 to the SE corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21, T6N R3W. Thence West along the south line of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of section 21 to the west section line of 21, T6N R3W. Thence South along the west section line of 21 to the SW corner of section 21 T6N R3W. Thence East along the south section line of 21 to the NE corner of section 28 T6N R3W. Thence south along the east section line of 28 and 33 of T6N R3W and section 4, T5N R3W to Apiary Rd. Thence southwesterly easterly boundary of Apiary Rd to Karth Rd. Thence southeasterly along the westerly boundary of Karth Rd to the north section line of section 22 T5N R3W.

Also including the following described land in Clatsop County:

- In T6N R6W:
- The W  $\frac{1}{2}$  of the NE quarter and the SE quarter of section 21.

- The SE quarter, the S ½ of the NE quarter, the S ½ of the NW ¼ of the NE quarter, the S ½ of the NE ¼ of the NE quarter, the S ½ of the NW quarter, S ½ of the NW ¼ of the NW quarter, and the S ½ of the NE ¼ of the NW quarter of section 22.
- The W ½ of the NW quarter and the W ½ of the SW quarter of section 27. The E ½ of section 28.
- The E ½ of the SW quarter, the SE quarter, the NW ¼ of the NE quarter, the NE ¼ of the NE quarter, and the SE ¼ of the NE quarter of section 33.
- The N ½ of the NW quarter of section 34. In T5N R6W, The NW quarter, the NW ¼ of the SW quarter, and the NE ¼ of the SW quarter of section 4. The E ½ of the SE ¼ of the NE quarter and the E ½ of the NE ¼ of the SE quarter of section 5.

### **Ambulance Service Area – 7 Vernonia**

Vernonia is an incorporated city with a population of 2,374 as of the 2020 census.

Boundaries:

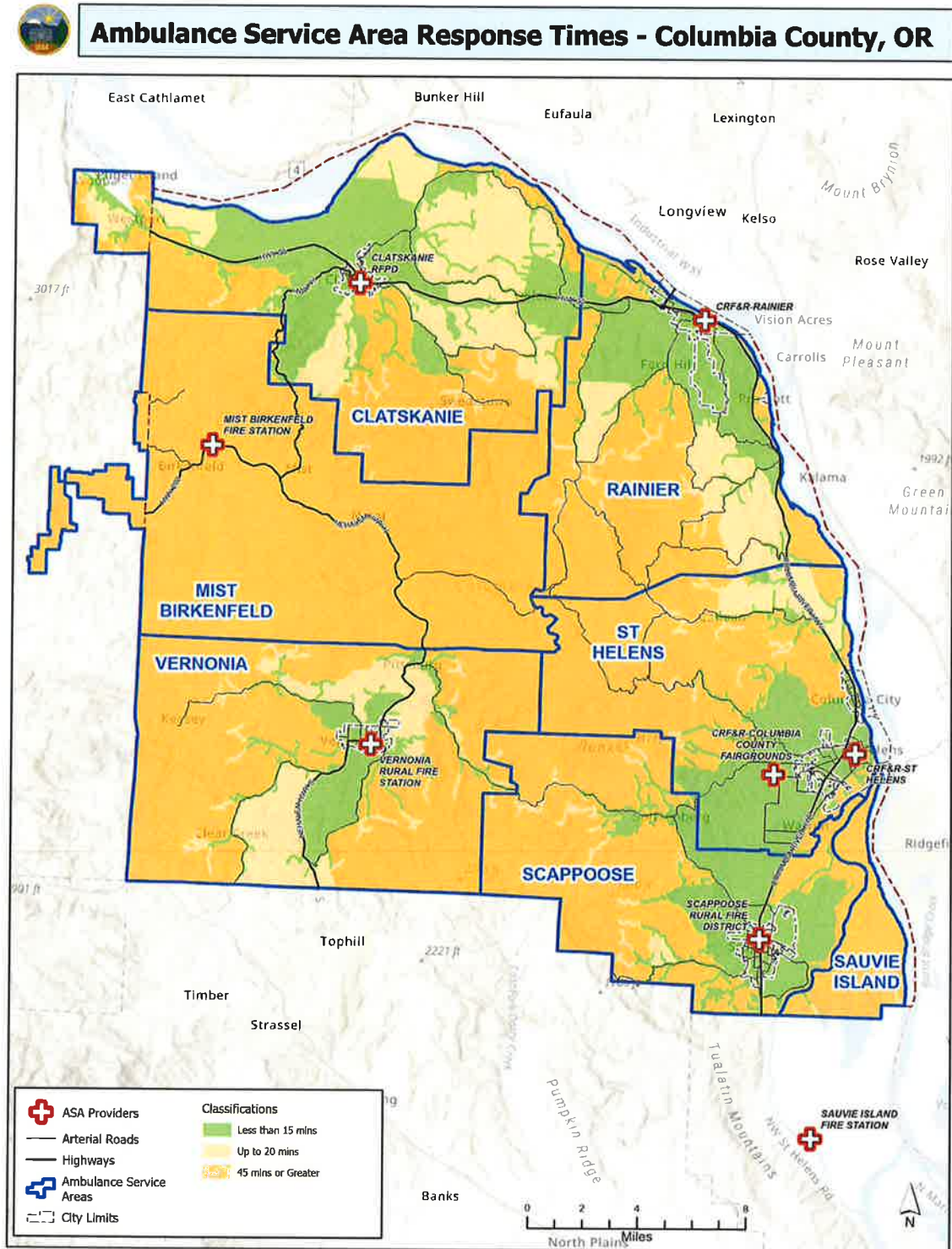
**North Boundary:** Beginning at the NW corner of section 19, T5N R5W. Thence east along the north section lines of sections 19, 20, 21, 22, 23, 24 of T5N R5W and sections 19, 20, 21, 22, 24 of T5N R4W and sections 19, 20, 21, T5N R3W to the NE corner of the NE ¼ of the NE ¼ of section 21, T5N R3W.

**South Boundary:** Beginning at the SE corner of section 31, T4N R3W on the south boundary of Columbia County. Thence west along the south boundary of Columbia County to its intersection with the north boundary of NW Sunset Hwy. Thence westerly along the north boundary of NW Sunset Hwy to the point of intersection with the south boundary of Columbia County. Thence west along the southern border to the SW corner of Columbia County at the SW corner of section 31, T4N R5W.

**East Boundary:** Beginning at the NE corner of the NE ¼ of the NE ¼ of section 21 T5N R3W. Thence south to the SE corner of the SE ¼ of the SE ¼ of section 33, T5N R3W. Thence west along the section line of sections 33 and 32, T5N R3W to the SW corner of section 32, T5N R3W. Thence southeasterly in a direct line to the SE corner of the NE ¼ of the NE ¼ of section 8 T4N R3W. Thence south along the east section line of section 8 T4N R3W to the northerly boundary of the Crown Zellerbach trail. Thence easterly along the northern boundary of the Crown Zellerbach trail to a point north of milepost 7 of Scappoose Vernonia Hwy. Thence south to the south boundary of the NE ¼ of the NW ¼ of section 16, T4N R3W. Thence south along the east section line of section 18, 19, 30, and 31 of T4N R3W to the SE corner of section 31, T4N R3W, on the south boundary of Columbia County.

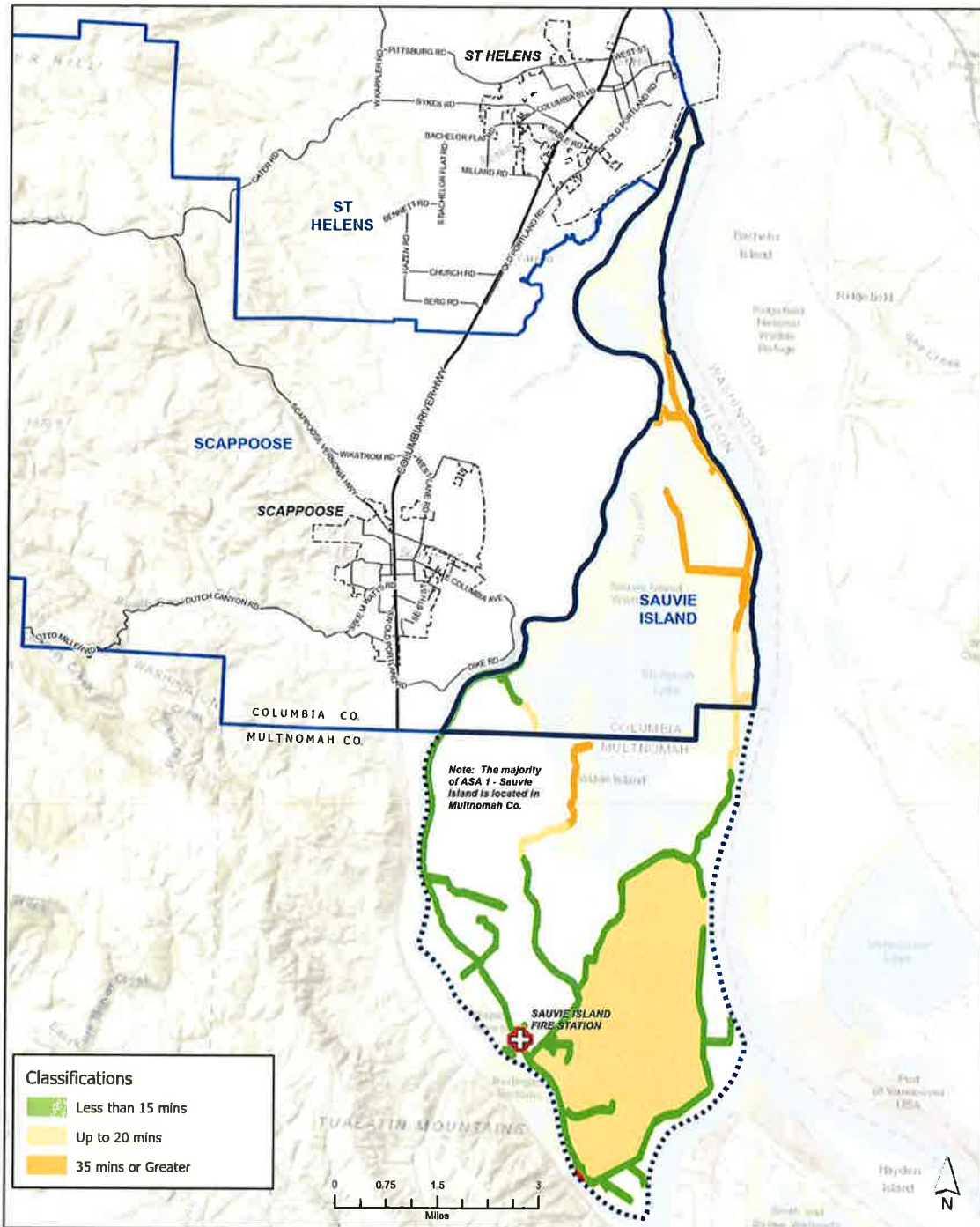
**West Boundary: Beginning at the SW corner of the Columbia County boundary, thence north along the west boundary of Columbia County to the NW corner of Section 19, T5N R5W.**

Appendix 3 – ASA Response Time Zones



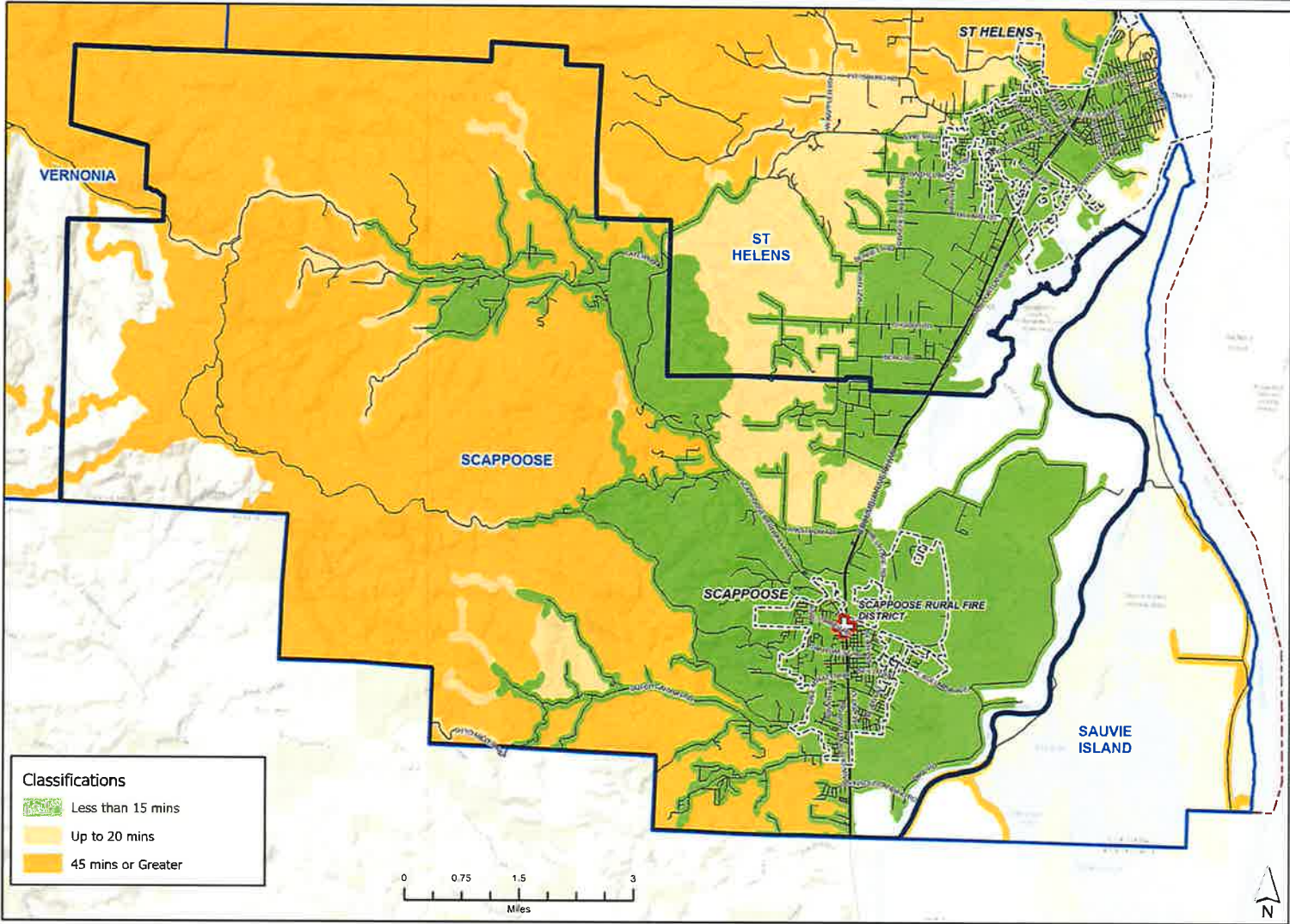


### Ambulance Service Area 1 - Sauvie Island - Response Times



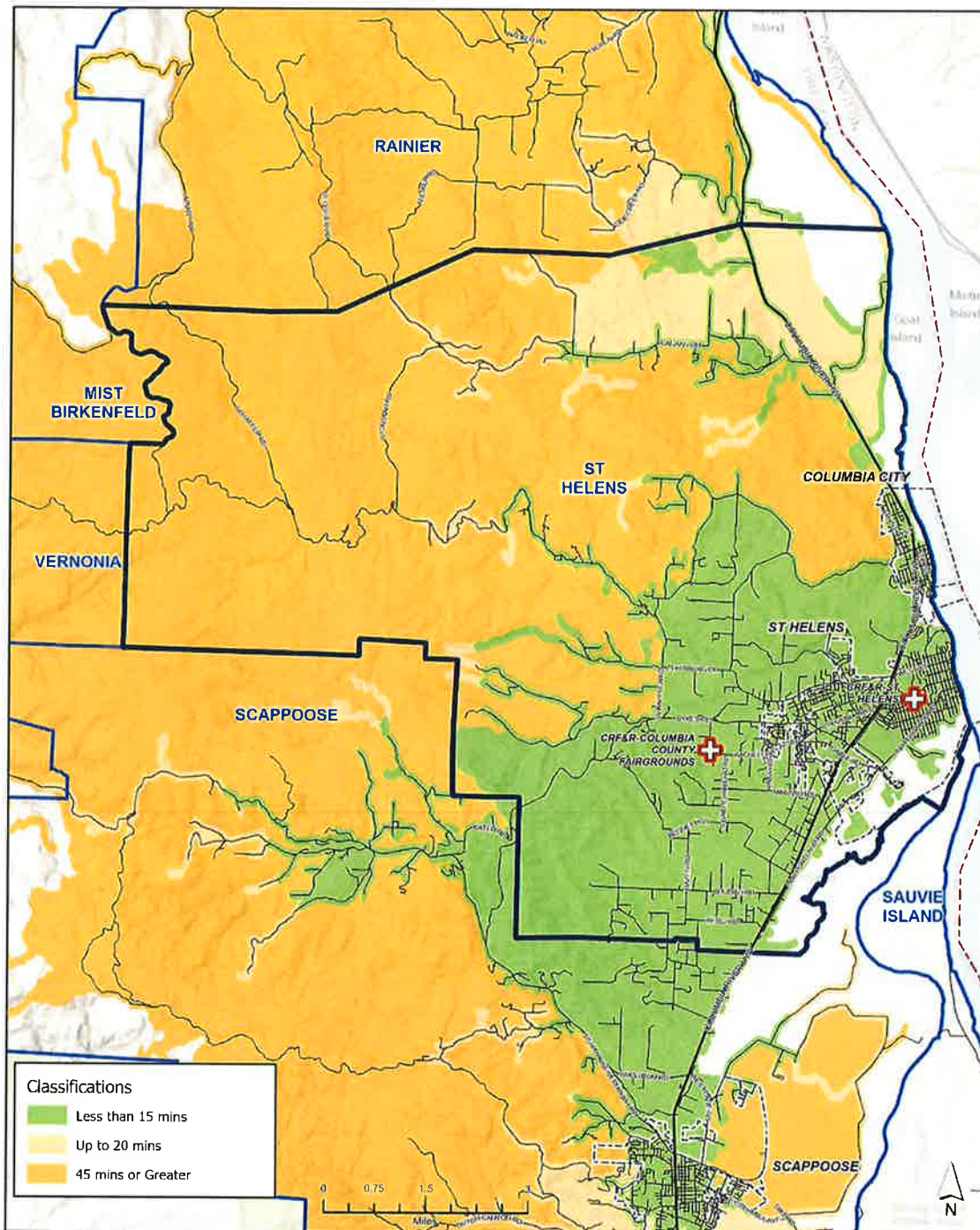


### Ambulance Service Area 2 - Scappoose - Response Times

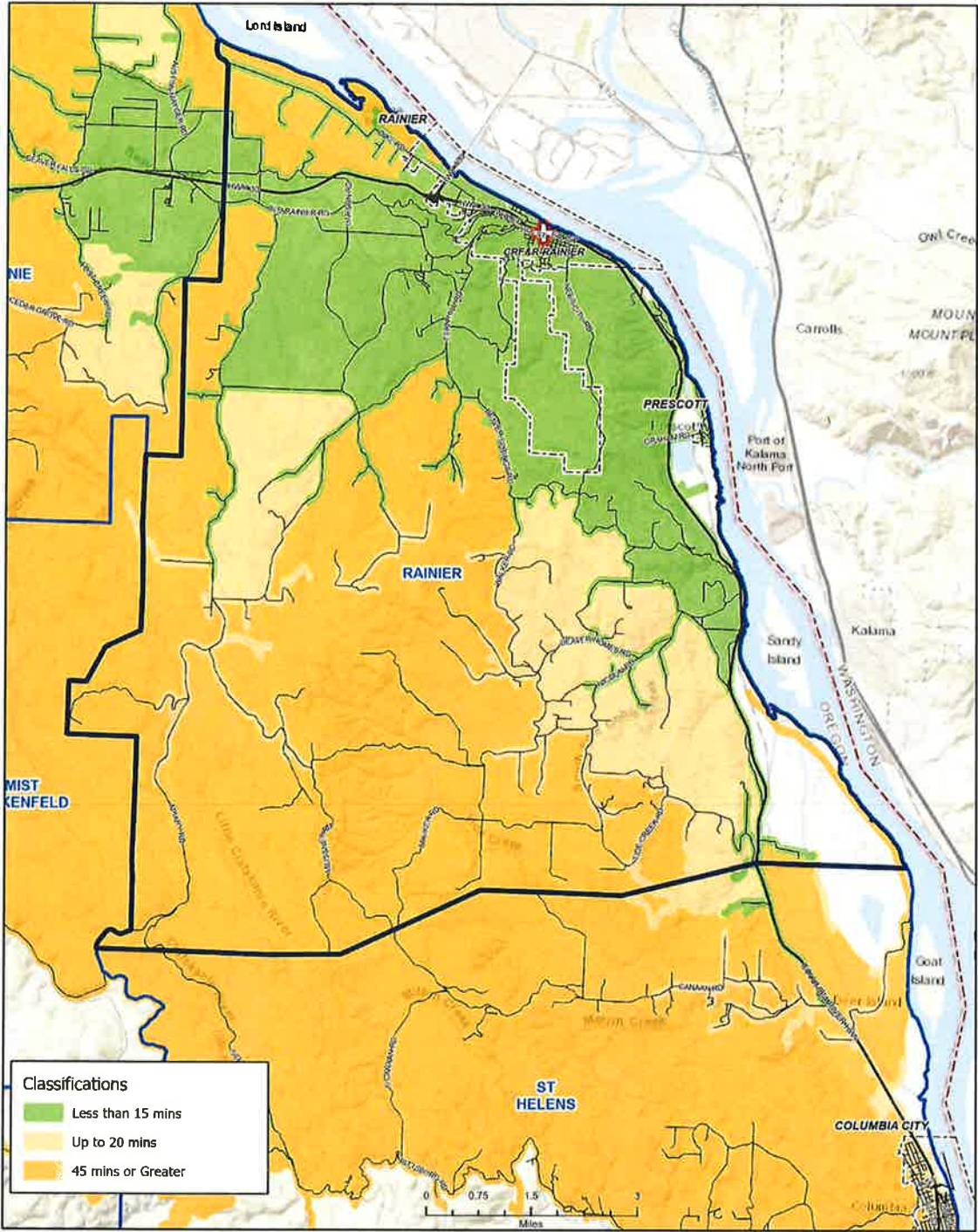




### Ambulance Service Area 3 - St Helens - Response Times



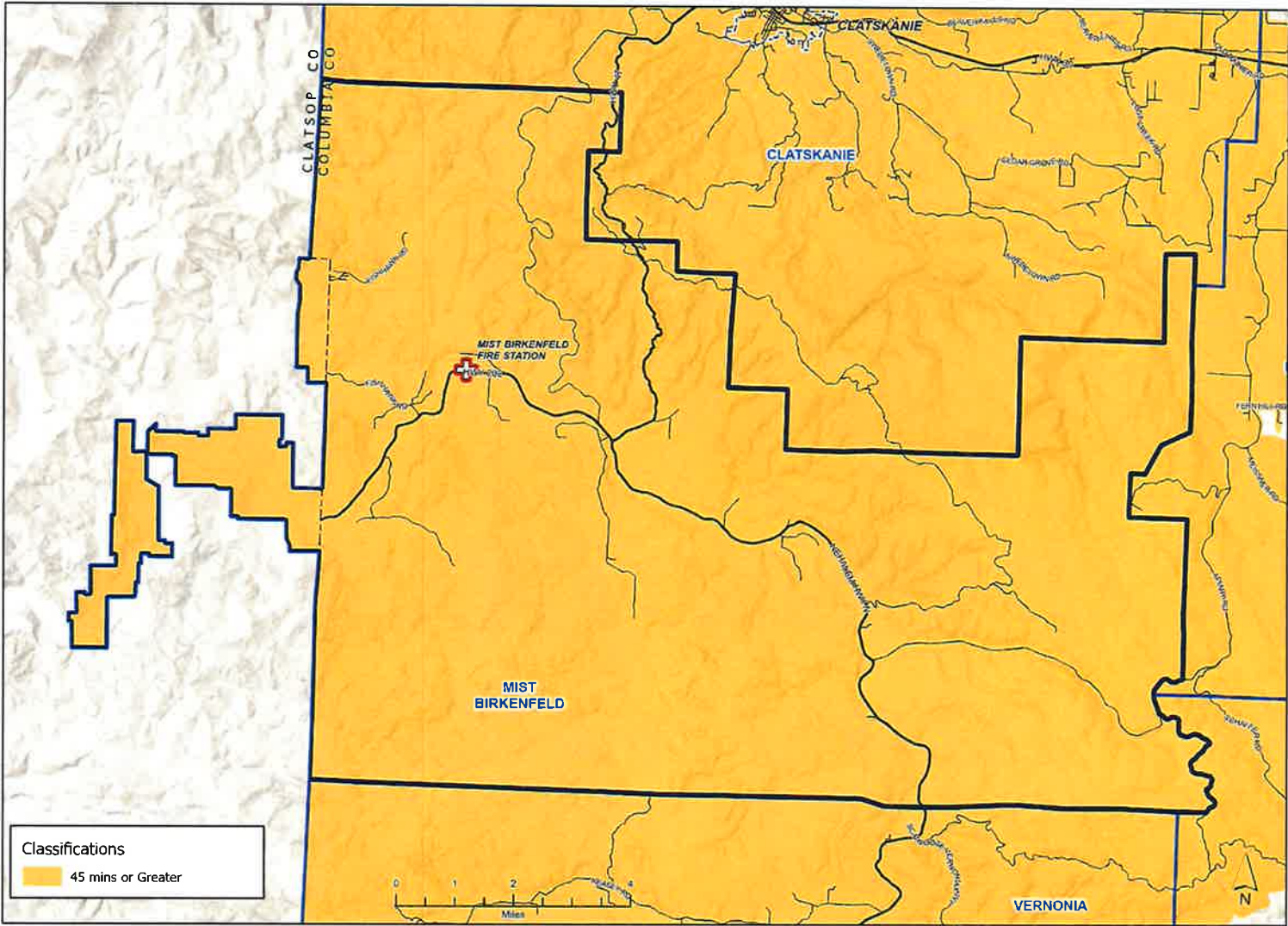
 **Ambulance Service Area 4 - Rainier - Response Times**





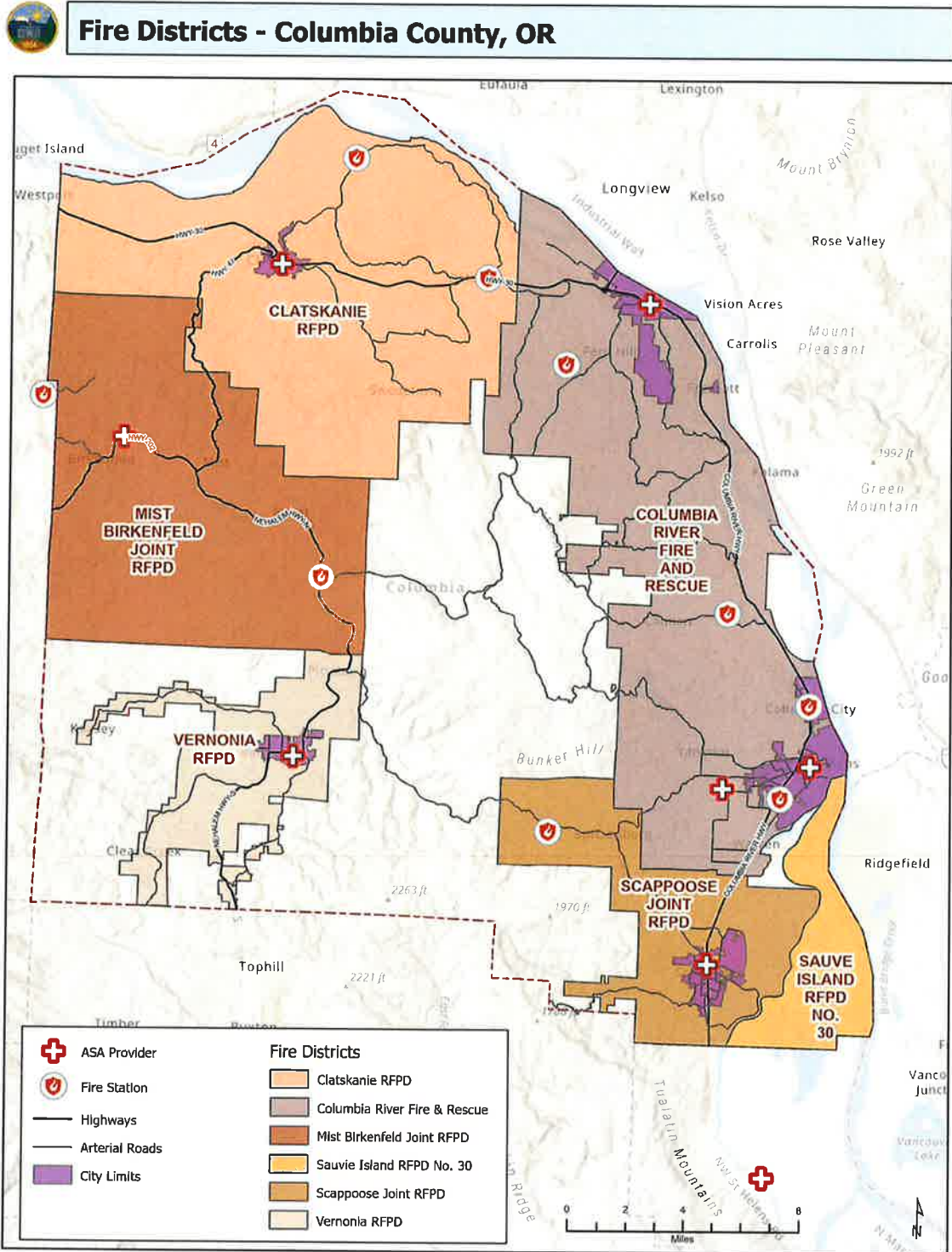


# Ambulance Service Area 6 - Mist-Birkenfeld - Response Times





**Appendix 4 - Columbia County Fire Districts**





of County Commissioners.

SECTION 7. SEVERABILITY.

If for any reason any court of competent jurisdiction holds any portion of this ordinance invalid, such portion shall be deemed a separate, distinct and independent portion, and any such holdings shall not affect the validity of the remaining portions thereof.

DATED this 1st day of June, 2016.

Approved as to form by

By: [Signature]  
Office of County Counsel

Attest:

By: [Signature]  
Recording Secretary

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Anthony Hyde, Chair

By: [Signature]  
Henry Heimuller, Commissioner

By: [Signature]  
Earl Fisher, Commissioner

First Reading: 5-18-16

Second Reading: 6-1-16

Effective Date: 8-30-16

EXHIBIT "A"

COLUMBIA COUNTY AMBULANCE SERVICE ORDINANCE

SECTION 1.        TITLE.

This Ordinance shall be known as the "Columbia County Ambulance Service Ordinance," and may be referred to herein as "this Ordinance".

SECTION 2.        AUTHORITY.

This Ordinance is enacted pursuant to ORS 682.062, 682.017, and 682.031 and ORS 203.035.

SECTION 3.        POLICY AND PURPOSE.

The Board of County Commissioners finds:

1. That ORS 682.062 and OAR 333-260-0000 to 333-260-0070 require Columbia County to develop and adopt a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Services Areas (ASAs) consistent with the plan.
2. That this Ordinance, which establishes methods for creating and modifying Ambulance Service Areas (ASA) and methods for selecting ambulance service providers for each ASA, and establishes the Ambulance Service Area Advisory Committee, together with the most recently adopted Columbia County Ambulance Service Area Plan (ASA Plan), make up the complete plan for ambulance service for Columbia County.

SECTION 4.        DEFINITIONS.

1. For the purpose of this Ordinance, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not advisory, and the term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance.
2. The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Division 260, unless specifically defined herein to have a different meaning.
3. The provisions of ORS Chapter 192 regarding meetings, notice and records shall apply to this Ordinance.
4. Other specific definitions include:
  - a. Administrator. The person designated by resolution of the Board to

administer this Ordinance and the duly authorized deputy or assistant of such person.

- b. Ambulance Service. A person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities. This note and the subsequent notes will not appear in the final ordinance.
- c. Ambulance Service Area or ASA. A geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
- d. Board. The Board of County Commissioners for Columbia County, Oregon.
- e. Committee. The Ambulance Service Area Advisory Committee, or ASA Advisory Committee, created pursuant to this Ordinance.
- f. Franchise. A franchise to provide ambulance service issued by the Board pursuant to this Ordinance.
- g. Person. Means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, and special districts formed and existing pursuant to the Oregon Revised Statutes.

#### SECTION 5. EXEMPTIONS.

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government or the State of Oregon.
2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an office at the scene of an accident.
3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.
4. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.
5. Air ambulances (aircraft utilized as an ambulance) and marine ambulances

(marine craft utilized as an ambulance).

6. Vehicles operated by lumber industries solely for the transportation of lumber industry employees.
7. Any person who drives or attends an individual who is ill or injured or who has a disability, if the individual is transported in a vehicle exempted by this section.
8. Ambulance services that are located outside of the county, which may come into the county for the purpose of fulfilling service agreements or specialty transportation needs, provided the service(s) are currently identified and on file with the Administrator. The Administrator and/or the Ambulance Service Area Advisory Committee may request and review copies of these service agreements as needed to ensure that they do not interfere with the financial stability of the services located and operating within the county.

#### SECTION 6. ADMINISTRATION.

The Administrator, under the supervision of the Board and with the assistance of the Committee, shall be responsible for the enforcement of this Ordinance. In order to carry out the duties imposed by this Ordinance, the Administrator, or persons authorized by the Administrator, are hereby authorized to enter on the premises of any person regulated by this Ordinance at reasonable times and in a reasonable manner to determine compliance with this Ordinance and regulations promulgated pursuant hereto. The Administrator shall also have access to records pertaining to ambulance service operations of any person regulated by this Ordinance. These records shall be made available to the Administrator at the person's place of business, or copies made and provided as requested by the Administrator.

#### SECTION 7. AMBULANCE SERVICE AREAS.

The Board adopted Ambulance Service Areas (ASAs) in Ordinance No. 90-23, and they were described in the Ambulance Service Area (ASA) Plan dated August 14, 1991. The current ASAs are described in the most recently adopted ASA Plan (ASA Plan). The Board may change the number and/or boundaries of the ASAs by amendment to the ASA Plan, by adoption of a new ASA Plan, or separately by adoption of an order to that effect. Pursuant to an Intergovernmental Agreement and for administrative convenience, the Board may authorize another County or Counties to award and administer ambulance service franchises within portions of Columbia County, and/or accept the authority from another County or Counties to award and administer ambulance service franchises in portions of such other County or Counties.

#### SECTION 8. AMBULANCE SERVICE PROVIDERS REGULATED.

No person shall provide ambulance services in Columbia County, Oregon, unless such person is franchised in accordance with the provisions of this Ordinance, except as

provided by Section 5 above.

**SECTION 9. APPLICATION FOR AMBULANCE SERVICE FRANCHISE.**

1. Applications for franchises shall be accepted only when the Board, or the Administrator, calls for the submittal of applications. This applies to all applications, whether for the initial franchise or a franchise renewal, or franchises to be issued due to early discontinuance or termination of a franchise.
2. Applications for franchises shall be on forms provided by the Administrator. In addition to information required on the forms, the Administrator or Board may require any additional information deemed necessary.
3. The applicant shall provide the following information:
  - a. The name and address of the person or agency applying.
  - b. The Ambulance Service Area the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
  - c. A statement as to whether or not the franchisee will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that subcontract shall be provided.
  - d. A list of vehicles to be used in providing ambulance services including year, make and model, and verification that each vehicle is certified as a basic life support, intermediate life support and/or advanced life support vehicle by the State of Oregon.
  - e. A statement that all equipment and supplies in each ambulance conforms to State standards.
  - f. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number, or other appropriate certification.
  - g. Proof of financial ability to operate, including an operating budget or financial statement, references and/or statement of past ambulance service. Private companies must provide a profit and loss statement, in addition to the above materials. Other appropriate financial information, such as income tax returns or reports by governmental authorities shall also be submitted upon request.
  - h. Proof of the following minimum levels of insurance to protect the County, its officers, agents, and employees.

- i. Workers' compensation and employers' liability insurance meeting statutory limits mandated by state and federal laws.
- ii. Commercial general liability and property damage insurance in an amount of not less than \$2,000,000.00 per occurrence.
- iii. Automobile liability (owned, non-owned, and hired) for bodily injury and property damage in an amount of not less than \$2,000,000 per occurrence.
- iv. Professional liability insurance covering claims made at any time prior, during or subsequent to the completion of the proposer's services, with a limit of not less than \$2,000,000.

The applicant shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. The certificate of insurance shall include a statement by the insurer that County shall be given no less than thirty (30) days advance written notification if the policy is going to expire, be terminated, cancelled or modified in any material way. If the applicant is granted a franchise under this Ordinance, the applicant shall notify County immediately upon notification to the applicant that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Ordinance.

The County, in its sole discretion, may raise the minimum level of insurance required if the County's tort claims limit under Oregon law exceeds \$2,000,000.

Coverage shall be carried for the duration of the applicable statute of repose in Oregon. All of applicant's and any subcontractor's liability insurance policies, with the exception of workers' compensation, shall contain a waiver of subrogation against the County.

- i. A statement of past experience in properly providing ambulance service of a comparable quality and quantity to the service required by this Ordinance, regulations promulgated hereunder, any franchise issued hereunder, and the Ambulance Service Area Plan.
- j. Proof of compliance with the terms and conditions of the ASA Plan and applicable county ordinances, in the form of a narrative summary.

**SECTION 10. EXISTING AMBULANCE SERVICE PROVIDERS.**

Nothing in this Ordinance shall act as a revocation of a franchise granted prior to the effective date of this Ordinance, or any amendment to this Ordinance, except pursuant to the provisions of Section 16 below.

**SECTION 11. REVIEW OF APPLICATION FOR FRANCHISE.**

1. Applications shall be reviewed by the Administrator, who shall make such investigation as may be appropriate and who may request assistance of other persons as necessary.
2. The Administrator shall notify the holder of a franchise for providing ambulance service to an ASA of any application by another person to take over that franchise.
3. Unless the time is extended by the Board for good cause, the Administrator shall make a recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The Administrator shall transmit his or her recommendation within thirty (30) days after the application and any required supplemental information has been received.

**SECTION 12. BOARD ACTION ON APPLICATION FOR FRANCHISE.**

Upon receipt of the Administrator's recommendation, the Board:

1. Shall publish notice of its intent to hold a public hearing on the application and the Administrator's recommendation at least ten (10) days, but not later than thirty (30) days following publication of the notice.
2. May require additional investigation by the Administrator if it finds that there is insufficient information on which to base its action.
3. Shall, upon the basis of the application, the Administrator's recommendation, and such other information as may be before the Board, make an order granting, denying or modifying the application or attaching conditions thereto.
4. Shall not make an order adverse to the applicant, or to the holder of, or applicant for, another franchise, effective less than thirty (30) days after the date of such order and shall notify such persons in writing of such order. The Board may suspend operation of this subsection and enter an emergency order if it finds that there is an immediate and serious danger to the public or that a health hazard or public nuisance would be created by a delay.
5. After the Board makes an order granting an ambulance service franchise, with or without conditions, and the franchisee is unable to provide a particular service, the Administrator may permit the franchisee to sub-contract such

service to another person upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may require the filing of such information as deemed necessary.

SECTION 13. FRANCHISE TERMS AND RENEWALS.

1. The initial ambulance service franchise in an Ambulance Service Area shall be valid from the date of issuance until December 31, 1995.
2. Thereafter, unless the Board finds that a longer or shorter term is required in the public interest, the term of ambulance service franchises shall be five (5) years, beginning on January 1 of a year and ending December 31 five years later.
3. Unless grounds exist for refusal to renew a franchise, or have existed, or for suspension or revocation of a franchise as set forth in Section 16, or unless the franchise is to be given to a new ambulance service provider, franchises may be renewed by the Board, in its sole discretion, without opening up the application process to new applicants.
4. On or before the last day of July of the year in which the franchise expires, the Administrator shall call for franchise applications for the purpose of franchise renewal or the granting of a new franchise. These applications shall be due no later than September 1 of the year in which the franchise expires. The Board or Administrator may set an earlier or later due date for applications. Application shall be made on forms provided by the Administrator and shall include such additional information as may be required by the Administrator or Board.
5. Review of an application for renewal of a franchise shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.

SECTION 14. EARLY DISCONTINUANCE OF SERVICE BY FRANCHISEE.

1. If a franchisee discontinues services before the expiration of the franchise, the Board or Administrator shall set a time by which applications must be submitted for a new franchise in the ASA. Review of an application shall be conducted in the same manner as for an application pursuant to section 9, 11 and 12 of this Ordinance.
2. The Administrator shall develop a plan for coverage of the ASA, using existing franchisees and/or other resources as available to provide ambulance service in the ASA.
3. The Administrator shall issue a temporary certificate(s), valid for a stated period not to exceed six (6) months, entitling a person(s) to provide

ambulance service in all or part of the ASA.

SECTION 15. TRANSFER OF FRANCHISES.

1. Except in the case of merger pursuant to ORS 198.885 to 198.915, a franchise may not be transferred. If a current franchisee is unable or unwilling to continue service up to the expiration of its franchise, this shall be treated as an "Early Discontinuance of Service by Franchisee" pursuant to Section 14 of this Ordinance.
2. In the case of merger of a special district, pursuant to ORS 198.885 to 198.915, holding a franchise under this Ordinance, into another special district, the Administrator may approve the transfer of the franchise to the successor district upon a finding that the quality and extent of the service would not be jeopardized. The Administrator may request the filing of such information as deemed necessary.

SECTION 16. ENFORCEMENT OF FRANCHISE PROVISIONS.

1. In addition to the remedy provided in Section 17 of this Ordinance and penalties provided elsewhere in this Ordinance, the Administrator shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke or refuse to renew a franchise as provided by this subsection.

If in the judgment of the Administrator, there is convincing evidence of: (a) a violation of this Ordinance, subsequent amendments to this Ordinance, ORS Chapter 682 or the rules promulgated thereunder, or the ASA Plan; or (b) evidence that the franchisee has materially misrepresented facts or information given in the application for the franchise, the Administrator shall notify the franchisee in writing by certified mail, return receipt requested, or by personal service of the notice of alleged violation or of misrepresentation and what steps must be taken to cure the alleged violation or misrepresentation. The Administrator shall send a copy of the notice to the Board. Not less than ten (10) days following the receipt of notice of alleged violation or misrepresentation, the Board may enter an order of revocation, modification, suspension, or non-renewal and shall thereby revoke, modify, suspend or not renew the violator's franchise, unless prior thereto the franchisee shall file with the Board a request for a hearing on the Administrator's notice of alleged violation or misrepresentation. If said request is timely filed, revocation, modification, suspension, or non-renewal will be stayed until the Board can, at its earliest convenience, hold a public hearing thereon. Notice of said hearing shall be given by publication of notice thereof at least ten (10) days prior to said hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee-appellant.

2. In lieu of the revocation, modification, suspension, or non-renewal of the

franchise, the Board may order that the violation or misrepresentation be corrected and make the revocation, modification, suspension, or non-renewal contingent upon compliance failure to comply [???] with the order within the period of time stated therein. Notice of the board action shall be provided by certified mail, return receipt requested, or by personal service to the franchisee. The notice shall specify the violation or misrepresentation, the action necessary to correct the violation or misrepresentation, and the date by which the action must be taken. The franchisee shall notify the Board of the action taken. If the franchisee fails to take corrective action within the time required, the Board shall notify the franchisee by certified mail, return receipt requested, or by personal service that the franchise is revoked, modified, suspended or not renewed upon receipt or service of the notice.

3. Should the franchisee fail to comply with an order of the Board issued pursuant to subsection 1 of this Section, then the Board may take any steps authorized by law to enforce its order. All expenses incurred in enforcement of the Board's order, including reasonable attorney fees, may be recovered from the non-complying franchisee.

#### SECTION 17. PREVENTING INTERRUPTION OF SERVICE.

Whenever the Board finds that the failure of service or threatened failure of service would adversely impact the health, safety or welfare of the residents of this county, the Board shall, after reasonable notice but not less than twenty-four (24) hours notice to the franchisee, hold a public hearing. Upon appropriate findings after the hearing, the Board shall have the right to authorize another franchisee or person to provide the service.

#### SECTION 18. APPEALS, ABATEMENT AND PENALTIES.

1. All decisions of the Board under this Ordinance shall be reviewable by the Circuit Court of the State of Oregon for the County of Columbia, only by way of writ of review.
2. The provision of ambulance service by any person in violation of this Ordinance, amendments to this Ordinance, or regulations promulgated hereunder, is a nuisance and the Board may, in addition to other remedies provided by law or by this Ordinance, institute injunctive, abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such ambulance service.
3. Any person who violates any of the provisions of this Ordinance is guilty of an offense. Failure from day to day to comply with the terms of these provisions shall be a separate offense for each day. Failure to comply with any provision shall be a separate offense for each such provision. This Ordinance may be enforced as provided by, and violators hereof are subject to the penalties provided in, the Columbia County Enforcement Ordinance.

SECTION 19. DUTIES OF AMBULANCE SERVICE FRANCHISEE.

The franchisee:

1. Shall conduct its operation in strict compliance with all applicable State and Federal laws, rules and regulations, the terms of this Ordinance, any subsequent amendments to this Ordinance, and the Columbia County Ambulance Service Area Plan.
2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.
3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:
  - a. When a request for a specific ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
  - b. When the franchisee is unavailable to respond and the person is requested by another franchisee or the local 9-1-1 jurisdiction to respond; or
  - c. When the response is for supplemental assistance or mutual aid.
4. Shall not voluntarily discontinue service to an assigned Ambulance Service Area until he or she has:
  - a. Given ninety (90) days written notice to the Administrator; and
  - b. Obtained written approval of the Board.
5. Subsection 4 of this Section shall not apply to change, restriction or termination of service when required by any public agency, public body, or court having jurisdiction.

SECTION 20. AMBULANCE SERVICE AREA ADVISORY COMMITTEE.

1. There is hereby created an Ambulance Service Area Advisory Committee.
  - a. The Committee shall consist of the following members:
    - (1) The health officer for Columbia County.
    - (2) One local physician.
    - (3) One (1) representative of the local public health authority for

Columbia County.

- (4) One (1) public member.
  - (5–10) One (1) representative of each ambulance service provider. If an ambulance service provider provides service to more than one ASA, that provider may still only have one representative on the ASA Advisory Committee.
  - (11) One (1) representative of the local 9-1-1 jurisdiction.
- b. The Administrator and other Columbia County staff as the Board deems appropriate shall be ex-officio members of the committee without vote to advise and assist the Committee.
- 2. The Board shall have the sole authority to appoint the members of the Ambulance Service Area Advisory Committee. The Board may appoint additional persons to the Committee to serve as ex-officio members of, or advisors to, the Committee. The Board may appoint or approve the designation of alternates to serve in the absence of persons appointed to the Committee.
  - 3. Except for the County Health Officer, term appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for three year terms. Members shall serve until their successors are appointed and qualified, except in the case of resignation, disqualification or other termination of the appointment. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.
  - 4. The Committee shall appoint one of its members as Chair and another as Vice-Chair. The Committee shall meet at such times as deemed necessary or as called by the Board or by the Administrator. The Chair, Administrator or any two members of the Committee may call a special meeting with ten (10) days notice to other members of the Committee; provided, however, that members may waive such notice.
  - 5. Six members shall constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.
  - 6. In addition to other duties prescribed by this Ordinance the Committee shall:
    - a. Review and make recommendations to the Administrator regarding the selection criteria for approving a franchise to provide ambulance service.
    - b. Provide for on-going input to the Board from pre-hospital care

consumers, providers and the medical community.

c. Periodically review the Ambulance Service Area Plan and make recommendations to the Board including, but not limited to:

- (1) Reviewing the standards established in the Plan and make recommendations regarding improvement and/or new standards as required by OAR 333-260-0050(1-3);
- (2) Monitoring the coordination between emergency medical service resources;
- (3) Reviewing dispatch procedures and compliance; and
- (4) Reviewing the effectiveness and efficiency of the Ambulance Service Area boundaries.

7. Committee members shall avoid acting in any matters where a conflict of interest may arise. Any Committee member having a direct or indirect financial or pecuniary interest in any matter before the Committee for consideration shall withdraw from participation in any action by the Committee in said matter. Nothing in this Section shall limit the ability of any person to provide testimony to the Committee. Committee members shall comply with Chapter 244 of the Oregon Revised Statutes, "Government Ethics", and the administrative rules of the Oregon Government Ethics Commission governing conflicts of interest in particular, and government ethics in general.

#### SECTION 21. CONFIDENTIALITY OF RECORDS.

Any medical and/or patient records obtained under authority of this Ordinance for the purpose of enforcement, investigation or the Quality Assurance Program are confidential and shall be handled in a manner to maintain their confidentiality, and in accordance with the Health Insurance Portability and Accountability of 1996 (HIPAA), as amended, and related federal regulations, as well as Oregon statutes and related administrative rules regarding medical and patient information.

#### SECTION 22. REGULATIONS OF AMBULANCE SERVICE.

Upon its own motion or upon a recommendation of the Committee or the Administrator, the Board may adopt ordinances, resolutions or orders regulating ambulance service or implementing, interpreting or amending this Ordinance. Such regulations shall not conflict with ORS Chapter 682 and rules promulgated pursuant thereto.

#### SECTION 23. INITIAL RESPONDER.

Nothing in these provisions prohibits a 9-1-1 jurisdiction, responsible for the

dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an ambulance service provider. Such initial response shall only be in accordance with this Section.

1. The initial responder shall be a municipal corporation or a special district within Columbia County that provides emergency services within its jurisdiction and requests to be dispatched to medical emergencies.
2. The initial responder shall respond with Emergency Medical Technicians and/or First Responders that are certified by the State of Oregon and who are employed by, or volunteers with, the initial responder.
3. Upon arrival of the ambulance service provider at the location of the medical emergency, the ambulance service provider shall be in charge of, and responsible for, the continuation of emergency medical services. The initial responder shall continue to provide emergency medical services only at the direction of the ambulance service providers.