

AGENDA ITEM FOR ADMINISTRATIVE MEETING ( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: Ambulance Service Area Plan Update

<p>Background:</p> <p>On January 18, 2023, the first reading was held on the update to the Umatilla County Ambulance Service Area Plan Ordinance. The second reading of the ordinance is scheduled for February 22, 2023. Following the public hearing, the ordinance may be adopted.</p>	<p>Requested Action:</p> <p>(1) Second Reading and Public Hearing on Ordinance No. 2023-02 (2) Adopt Ordinance No. 2023-02</p>
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ATTACHMENTS: Proposed Ordinance

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Heard (copy)
- ( ) Human Resources (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:

Needed at Meeting:

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Scheduled for meeting on: February 22, 2023

Action taken:

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Follow-up:

THE BOARD OF COMMISSIONERS OF UMATILLA COUNTY

STATE OF OREGON

In the Matter of Amending )  
Umatilla County Ambulance ) ORDINANCE NO. 2023-02  
Service Ordinance, Ordinance )  
No. 96-06, Codified at Chapter )  
90, Umatilla County Code of )  
Ordinances )

WHEREAS on April 3, 1996, the Board of Commissioners adopted Ordinance No. 96-06, known as the Umatilla County Ambulance Service Ordinance, which has been codified as Chapter 90, Umatilla County Code of Ordinances;

WHEREAS the Ambulance Service Ordinance was adopted pursuant to ORS 682.205, 682.275 and 203.035, the Umatilla County Home Rule Charter, Chapter II, and other applicable law;

WHEREAS this chapter is also known as and referred to as the Umatilla County Ambulance Service Plan;

WHEREAS staff and the Ambulance Service Area Advisory Committee reviewed the ordinance for need updates and compliance with state regulations, and recommended changes which are before the Board for approval.

NOW, THEREFORE the Board of Commissioners of Umatilla County ordains that Ordinance No. 96-06, as amended, is further amended to be as follows, with changes highlighted:

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## **PLAN OVERVIEW OF COUNTY (DEMOGRAPHIC & GEOGRAPHIC DESCRIPTION)**

Oregon's eight largest county, Umatilla County is located in the Northeast corner of the State. The bordering counties are: Morrow County to the West; Union County to the East; Grant County to the South; Benton, Walla Walla and Columbia Counties in the State of Washington to the North.

Umatilla County's population is **79,988 (2021 census)**, and encompasses an area of 3,231 square miles. It is diverse terrain, in that there is abundant low area, along with mountainous terrain (Blue Mountains). Elevation ranges from 534' near the City of Umatilla to Tower Mountain at 6,850' near Ukiah.

Incorporated Cities in Umatilla County include: Adams, Athena, Echo, Helix, Hermiston, Milton-Freewater, Pendleton, Pilot Rock, Stanfield, Ukiah, Umatilla and Weston.

The economy is made up from agriculture, food processing, forest products, tourism, manufacturing, recreation, aggregate production and wind power generation.

Emigrant Hill, also known as Cabbage Hill, on Interstate 84, just east of Pendleton on the Confederated Tribes of the Umatilla Indian Reservation, is a difficult area for emergency responders. The winter fog, freezing temperatures, and the 6-mile-long descent of the hill, has seen many fatalities over the years.

## **DEFINITIONS**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. The words and phrases in this chapter shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Divisions 250, 255, 260 and 265, unless specifically defined herein to have a different meaning.

**ADMINISTRATOR** – The Umatilla County Emergency Manager, as designated by order of the Board, to administer this chapter and the duly authorized deputy or assistant of such person.

**ADVANCED EMERGENCY MEDICAL TECHNICIAN (AEMT or Advanced EMT)** – Means a person who is licensed by the authority as an Advanced Emergency Medical Technician.

**AMBULANCE** – 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.

**AMBULANCE BASED CLINICIAN** – As defined in OAR 333-255-0000; means a registered nurse, physician, or physician assistant who: (a) has an active license in Oregon and is in good standing with the Oregon Board of Nursing or the Oregon Medical Board; and (b) staffs an ambulance for a licensed ambulance service.

**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.

**AMBULANCE SERVICE AREA (ASA)** – A geographic area which is served by ambulance service provider(s), and may include all or a portion of a county, or all or portions of two or more contiguous counties.

**AMBULANCE SERVICE PLAN** – 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 service 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.

**ASA ADVISORY COMMITTEE (COMMITTEE)** – A committee formed to review standards, make recommendations to or set new standards for the Board of County Commissioners for all matters regarding EMS and review and make recommendations regarding soundness of the ASA.

**BOARD** – Means the Umatilla County Board of Commissioners

**CANDIDATE** – An applicant that has completed training in an emergency medical services provider course and has not yet been licensed by the Authority.

**CLINICAL EXPERIENCE (Clinical)** – Means those hours of the curriculum that synthesize cognitive and psychomotor skills and are performed under a preceptor.

**COMMUNICATION SYSTEM** – Two-way radio communications between ambulances, dispatchers, hospitals and other agencies as needed. A two-channel multi-frequency capacity is minimally required.

**DIVISION** – The Oregon Health Authority, Public Health Division, EMS and Trauma Systems.

**EFFECTIVE PROVISION OF AMBULANCE SERVICES** – Effective ambulance services provided in compliance with the county ambulance service plan provisions for provider selection, boundaries, coordination and system elements.

**EMERGENCY** – Any non-hospital occurrence or situation involving illness, injury or disability requiring immediate medical or psychiatric services, wherein delay in the provision of such services is likely to aggravate the condition and endanger personal health or safety.

**EMERGENCY INTER-HOSPITAL TRANSPORT** – Any hospital-based patient transport requiring immediate transfer to another facility, wherein the patient is in an unstable condition, stable condition with high risk of deterioration, or whenever ANY delay in the transportation of the patient is likely to endanger life or limb. Response to and transport of these patients should be expedient and without delay.

**EMERGENCY MEDICAL SERVICE (EMS)** – Those pre-hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.

**EMERGENCY MEDICAL TECHNICIAN (EMT)** – Means a person who is licensed by the Division (Authority) as an Emergency Medical Technician.

**EMERGENCY MEDICAL TECHNICIAN-INTERMEDIATE (EMT-INTERMEDIATE)** – Means a person who is licensed by the Division (Authority) as an EMT-Intermediate.

**EMERGENCY MEDICAL RESPONDER (EMR)** – As defined in OAR 333-265-0000 (14): means a person who is licensed by the Authority as an Emergency Medical Responder.

**FRANCHISE** – A franchise to provide ambulance service issued by the Board pursuant to this chapter.

**HEALTH OFFICER** – The Umatilla County Health Officer.

**LICENSE** – Those documents issued by the Division to the owner of an ambulance service and ambulance, when the service and ambulance are found to be in compliance with ORS 682.017 to 682.991 and Oregon Administrative Rules.

**MASS CASUALTY INCIDENT (MCI) PLAN** – Provides guidance to EMS response personnel in the coordination of response relating to mass casualty incidents.

**MEDICAL DIRECTOR** – Has the meaning of a Supervising Physician as provided in ORS 682.027.

**NOTIFICATION TIME** – 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.

**NON-EMERGENCY CARE** – As defined in ORS 682.025 (8): 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 the 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.

**OWNER** – The person having all the incidents of ownership in an ambulance service or an ambulance or where the incidents of ownership are in different persons, the person, other than a security interest holder or lessor, 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.

**PARAMEDIC** – As defined in 333-265-0000 (25): means a person who is licensed by the Authority as a Paramedic.

**PATIENT** – As defined in ORS 682.025 (10): means a person who is ill or injured or who has a disability and who is transported in an ambulance.

**PERSONS** – Includes individuals, corporations, associations, firms, partnerships, joint stock companies, cities, rural fire protection districts, and special districts formed and existing pursuant to Oregon Revised Statute.

**PREHOSPITAL CARE** – As defined in ORS 682.025 (11): means care rendered by emergency medical services providers as an incident of the operation of an ambulance and care rendered by emergency medical services providers as incidents of other public or private safety duties, and includes, but is not limited to, “emergency care”.

**PROVIDER** – Any public, private or volunteer entity providing EMS.

**PROVIDER SELECTION PROCESS** – The process established by the County for selecting an ambulance service provider or providers.

**PUBLIC SAFETY ANSWERING POINT (PSAP)** – (As used in OAR 403.105 to 403.250) means a communications facility established as an answering location for emergency calls originating within a 9-1-1 service area.

**QUICK RESPONSE TEAM (QRT)** – An agency that provides initial response and basic life support care without transportation capabilities by certified Emergency Medical Responders (EMR).

**RESPONSE TIME** – The length of time between the notification of each provider and the arrival of each provider’s emergency medical service unit(s) at the incident scene.

**SCHEDULED INTER-HOSPITAL TRANSPORT** – Any hospital-based transport of a patient that is not of a critical nature wherein the patient is in a stable condition with no risk for deterioration and delay in the transportation of the patient will not affect patient’s health or safety.

**SECONDARY PUBLIC SAFETY ANSWERING POINT** – (As used in OAR 403.105 to 403.250) means a public safety answering point that receives emergency calls from a primary public safety answering point on a transfer or relay basis.

**SYSTEM RESPONSE TIME** – The elapsed time from when the PSAP receives the call until the arrival of the appropriate provider unit(s) on the scene.



**UMATILLA COUNTY BOARD OF COMMISSIONERS (BOARD)** – The elected officials that have jurisdiction over the Umatilla County ASA Plan.

**URGENT INTER-HOSPITAL TRANSPORT** – Any hospital-based transport requiring immediate medical transfer to another facility, wherein the patient is in a stable condition with low risk of deterioration but delay in the transportation of the patient is likely to seriously aggravate the condition and endanger personal health or safety.

**9-1-1 SERVICE AREA** – (As used in 403.105 to 403.250) means the geographical area described in an approved 9-1-1 jurisdiction plan which a 9-1-1 jurisdiction has the responsibility to answer emergency calls.

## **BOUNDARIES**

Umatilla County is divided into 7 ASAs. The Board, after notice to the affected ASA provider and by amendment to this chapter, may adjust the boundaries of an ASA from time to time as necessary to provide efficient and effective emergency ambulance services. Coverage of ASA 6 is by agreement with Walla Walla Fire Department. Prior ASA Plans listed ASA 3 as “Umatilla”. **In this plan**, ASA 2 and 3 are merged forming one singular ASA (ASA 2) referred to as “Hermiston/Umatilla”. The County has elected to retain ASA 3 within its numbering sequence as “Unused ASA Number” for the potential future use should a new ASA ever be developed and included into this plan. The seven ASAs are referred to in this plan as:

- 1) Pendleton ASA;
- 2) Hermiston/Umatilla ASA;
- 3) UNUSD ASA NUMBER (RESERVED FOR FUTURE USE);
- 4) Milton-Freewater ASA;
- 5) Athena/Weston ASA;
- 6) Mill Creek ASA; and
- 7) Confederated Tribes of the Umatilla Indian Reservation (CTUIR) ASA.

### **1. ASA Map(s) with Respective Time Zones:**

Maps depicting boundaries for the ASAs with response times can be referenced in Appendix A of this plan and are a part of this chapter.

### **2. ASA Narrative Descriptions:** (Legal boundary descriptions as of July 1, 2017) Pendleton Ambulance Service Area (ASA 1)

Beginning on State Highway #37 at the northwest corner of Section 30, Township 5 North, Range 31; thence south along section lines to a point on the east section line of Section 13, Township 4 North, Range 30, where an unimproved road intersects Terney Road (County Road #997) from the west; thence westerly along said unimproved road to Kilgore Road (County Road #1001) on the west section line of Section 11, Township 3 North, Range 30; thence west across Sections 11, 10 and 9 to and along Reese Road (County Road #1112) to Barth Quarry Pond/Nolin Grade Road (County Road #1133); thence south along Nolin Grade Road (County Road #1133) to Nolin and continuing in a southwesterly direction along Cunningham Road (County Road #1362) to the west section line of Section 12, Township 2 North, Range 29; thence south along section lines to the southwest corner of the county; thence east along the south county line to the southeast corner of the county; thence northerly and easterly along the county line to the northeast corner of Section 4, Township 2 South, Range 35; thence west along section lines to the northwest corner of Section 6, Township 2 South, Range 34; thence north along section lines to the intersection of McKay Creek; thence northwesterly along McKay Creek to the intersection of the south boundary of the Umatilla Indian Reservation; thence west along the south boundary of the Umatilla Indian Reservation to the southwest corner of Section 6, Township 1 South, Range 33; thence north along the Umatilla Indian Reservation western

boundary to the west 1/4 corner of Section 6, Township 2 North, Range 33; thence East to the West line of Section 5, Township 2 North, Range 33; thence North to the Northwest corner of said Section 5; thence East to the Northeast corner of Section 2, Township 2 North, Range 33; thence North to the Northwest corner of Section 36, Township 3 North, Range 33; thence East to the Southwest corner of Section 30, Township 3 North, Range 34; thence North to Northwest corner of said Section 30; thence East to Rothrock Road (County Road #857); thence North on Rothrock Road (County Road #857) to Midway Road (County Road #850); thence West on Midway Road (County Road #850) to State Highway 335; thence North on the Helix Highway #335 to Athena-Holdman Highway #334; thence West on said highway to State Highway #37; thence Northwesterly on Highway #37 to the point of beginning.

Hermiston/Umatilla Ambulance Service Area (ASA 2)

Beginning at the Northwest corner of Umatilla County; thence South and East along the county boundary to the Southeast corner of Section 35, Township 1 North, Range 29 EWM; thence North along section lines to a point where it intersects with County Road #1362; thence northeasterly to Nolin; thence North on Nolin Grade Road to Barth Quarry Pond (intersection with Reese Road); thence northwesterly on County Road #1112 to the center of Section 10, Township 3 North, Range 30; thence East to the center point of the East line of Section 11, Township 3 North, Range 30; thence North along section lines to a point on the West line of Section 13, Township 4 North, Range 30 where an unimproved road intersects from the East; thence easterly on said unimproved road to the East section line of Section 13, Township 4 North, Range 30; thence North along section lines to the North county line; thence West along the county line to the Columbia River; thence South and West along the Columbia River to the Northwest corner of the county and the point of beginning.

ASA-3 [Reserved]

Milton-Freewater Ambulance Service Area (ASA 4)

Beginning at a point on the east section line of Section 18, Township 6 North, Range 33 EWM where it crosses the north boundary of Umatilla County; thence south along section lines to the southeast corner of Section 30, Township 6 North, Range 33 EWM; thence east along section lines to the southeast corner of Section 27, Township 6 North, Range 33 EWM; thence south along section lines to the southeast corner of Section 3, Township 5 North, Range 33 EWM; thence east along section lines to the northeast corner of Section 11, Township 5 North, Range 34 EWM; thence south along section lines to the southeast corner of Section 14, Township 5 North, Range 34 EWM; thence east along section lines to the northeast corner of Section 22, Township 5 North, Range 35 EWM; thence south along section lines to the southeast corner of Section 34, Township 5 North, Range 35 EWM; thence east along section lines to the northeast corner of Section 2, Township 4 North, Range 35 EWM; thence south along section lines to the center point of the west section line of Section 12, Township 4 North, Range 35 EWM; thence east along the center-line of Section 12 to the center point of the east section line of Section 12; thence south along the section line to the southeast corner of Section 12; thence east along section lines to the southeast corner of Section 9, Township 4 North, Range 36 EWM; thence

south along the section line to the center point of the east line of Section 16, Township 4 North, Range 36 EWM; thence east along center-lines of sections to the center point of the west section line of Section 18, Township 4 North, Range 37 EWM; thence south along the section line to the southwest corner of Section 18, Township 4 North, Range 37 EWM; thence east along section lines to the east boundary of Umatilla County; thence north along the county boundary to the northeast corner of Section 6, Township 5 North, Range 39 EWM; thence west along the section lines to the northeast corner of Section 1, Township 5 North, Range 37 EWM; thence north along the section lines to the north boundary of the county; thence west along the north county boundary to the point of beginning.

Athena/Weston Ambulance Service Area (ASA 5)

Beginning at a point on the east section line of Section 18, Township 6 North, Range 33 EWM, where it crosses the north boundary of Umatilla County; thence south along section lines to the southeast corner of Section 30, Township 6 North, Range 33 EWM; thence east along section lines to the southeast corner of Section 27, Township 6 North, Range 33 EWM; thence south along section lines to the southeast corner of Section 3, Township 5 North, Range 33 EWM; thence east along section lines to the northeast corner of Section 11, Township 5 North, Range 34 EWM; thence south along section lines to the southeast corner of Section 14, Township 5 North, Range 34 EWM; thence east along section lines to the northeast corner of Section 22, Township 5 North, Range 35 EWM; thence south along section lines to the southeast corner of Section 34, Township 5 North, Range 35 EWM; thence east along section lines to the northeast corner of Section 2, Township 4 North, Range 35 EWM; thence south along section lines to the center point of the west section line of Section 12, township 4 North, Range 35 EWM; thence east along the centerline of Section 12 to the center point of the east section line of Section 12; thence south along the section line to the southeast corner of Section 12; thence east along section lines to the southeast corner of Section 9, Township 4 North, Range 36 EWM; thence south along the section line to the center point of the east line of Section 16, Township 4 North, Range 36 EWM; thence east along center lines of sections to the center point of the west section line of Section 18, Township 4 North, Range 37 EWM; thence south along the section line to the southwest corner of Section 18, Township 4 North, Range 37 EWM; thence east along section lines to the east boundary of Umatilla County; thence South along the East county line to the point where U.S. Forest Service Road FS 32 intersects with the East section line of Section 24, Township 2N Range 37; thence northerly on FS 32 to its intersection with County Road #900 at Bingham Springs; thence southwesterly along County Road #900 to the present East boundary of the original Umatilla Indian Reservation; thence North 20 degrees East along said boundary to the headwaters of the South Fork of Wild Horse Creek or the Northeast corner of the original Umatilla Reservation; thence down the middle of Wild Horse Creek to the point where said creek is intersected by the North line of Section 32, Township 4 North, Range 35; thence West on a line between Sections 29 and 32, 30 and 31, of Township 4 North, Range 35, and between Sections 25 and 36 of Township 4 North, Range 34, to the Northwest corner of Section 36, Township 4 North, Range 34; thence South on the West boundary of said Section 36 to the Southwest corner thereof; thence West on the township line to the Northwest corner of Section 2, Township 3 North, Range 34; thence South on the West boundary of said Section 2 to the

Southwest corner thereof; thence West on the section line to the quarter-section corner between Sections 3 and 10 of said Township 3 North, Range 34; thence South through the middle of Section 10 to the quarter-section corner on the South boundary thereof; thence West on the line between Sections 10 and 15 and 9 and 16 to the Northwest corner of Section 16; thence South on the section line between Sections 16 and 17, 20 and 21, to the Southeast corner of Section 20; thence West to the Northeast corner of Section 30, in said Township 3 North, Range 34; thence North on County Road #857 to North line of Township 3 North, Range 34 and County Road #850 (Midway Road); thence West along the section line on County Roads #850 and #960 to State Highway 335 in Section 35 in Township 4 North, Range 33; thence North on the State Highway 335 to State Highway 334; thence West on said highway to State Highway 37; thence northwesterly on State Highway 37 to the East line of Section 30, Township 5 North, Range 31; thence North along section lines to Northeast corner of Southeast quarter of Section 18, Township 5 North, Range 31; thence West to West line of Section 18; thence North along section lines to the Southwest corner of Section 30, Township 6 North, Range 31; thence northeasterly in a diagonal line to the Northwest corner of Government Lot 3, Section 16, Township 6 North, Range 31; thence East along the county line to the point of beginning.

#### Mill Creek Ambulance Service Area (ASA 6)

Beginning at the northwest corner of Section 18, Township 6 North, Range 38 EWM; thence south along the section lines to the southwest corner of Section 31, Township 6 North, Range 38 EWM; thence east along the section lines to the east boundary of Umatilla County; thence north along the east boundary line to the north boundary of Umatilla County; thence west along the north county boundary to the point of beginning.

#### Confederated Tribes of the Umatilla Indian Reservation (ASA 7)

Beginning at the west 1/4 corner of Section 6, Township 2 North, Range 33, being the point of beginning for this description; thence East to the West line of Section 5, Township 2 North, Range 33; thence North to the Northwest corner of said Section 5; thence East to the Northeast corner of Section 2, Township 2 North, Range 33; thence North to the Northwest corner of Section 36, Township 3 North, Range 33; thence East to the Southwest corner of Section 30, Township 3 North, Range 34; thence North to Northwest corner of said Section 30; thence East to Southwest corner of Section 21, Township 3 North, Range 34; thence North to Northwest corner of Section 16, Township 3 North, Range 34; thence East to North-South center-line of Section 10, Township 3 North, Range 34; thence North to North line of said Section 10; thence East to Northeast corner of said Section 10; thence North to Northwest corner of Section 2, Township 3 North, Range 34; thence East to Northeast corner of said Section 2; thence North to Northwest corner of Section 36, Township 4 North, Range 34; thence East to the point where the middle of Wild Horse Creek is intersected by the North line of Section 32, Township 4 North, Range 35; thence up the middle of Wild Horse Creek to the headwaters of the south fork of Wild Horse Creek in Section 15, Township 3 North, Range 36 or the Northeast corner of the original Umatilla Reservation; thence South 20 degrees West along said boundary to County Road #900 (Bingham Road); thence East along Bingham Road to its intersection of FS 32 Road; thence southerly on FS 32 Road to its intersection with the County Line in Section 24, Township

2 North, Range 37; thence South and East along the County Line to the Northeast corner of Section 4, Township 2 South, Range 35; thence West along section lines to the Northwest corner of Section 6, Township 2 South, Range 34; thence North along section lines to the intersection of McKay Creek; thence northwesterly along McKay Creek to the intersection of the South boundary of the Umatilla Indian Reservation; thence West along the South boundary of the Umatilla Indian Reservation to the southwest corner of Section 6, Township 1 South, Range 33; thence North along the Umatilla Indian Reservation western boundary to the West 1/4 corner of Section 6, Township 2 North, Range 33, being the point of beginning for this description.

### **3. Map(s) Depicting “9-1-1”, Fire Districts and Incorporated Cities:**

Map(s) depicting boundaries for 911, fire districts and incorporated cities within the county can be referenced in Appendix A of this plan and are a part of this Chapter.

### **4. Alternatives Considered for Reducing Response Times:**

Heavily forested, mountainous terrain and severe winter weather conditions present difficult access and long response time to ground ambulances. In those situations, when an urgent response is indicated, the emergency medical services providers may elect to call the nearest appropriate rotary-wing air ambulance and/or the Umatilla County Search and Rescue for assistance. Emergency medical services providers provide the best available patient care while maximizing the available resources. In some instances, for various reasons, an ambulance service provider from an adjoining county's ASA could respond more quickly to an incident. Umatilla County has 6 (six) ASA's. They are currently listed as 1 through 7 (with 3 being unused). To facilitate better response times, coverage of a SE portion of ASA 1 is currently by agreement with La Grande Fire Department (Union County, OR: [from the east via Highway 244](#)) and coverage of ASA 6 is by agreement with Walla Walla Fire Department (Walla Walla County, WA: [from the north via Mill Creek Rd](#)). Any applicable ASA franchise fee shall be waived for these areas.

## **SYSTEM ELEMENTS**

In order to maintain functional elements of the Ambulance Service in Umatilla County, the following system elements shall be observed;

### **1. 9-1-1 Dispatched Calls;**

Calls requesting emergency services to emergencies are taken by either of two 9-1-1 Public Safety Answering Points (PSAP) in the county. Calls for medical aid are then routed to the appropriate dispatch center (if dispatched from a different location) for agency dispatching. In most instances, once an ambulance crew has been summoned by the dispatcher, there is further capability of radio communications between the ambulance and the dispatcher via mobile or hand-held radios. Requests for mutual aid, other resources or agencies, etc., generally must be arranged with the third-party assistance of the dispatch center (via radio).

## **2. Pre-arranged Non-emergency Transports, Inter-hospital Transports and Special Events;**

Inter-Hospital Patient Transports: Each Franchise retains first right of refusal for non-emergency ambulance transports and inter-hospital ambulance transports. Each Franchisee is authorized to permit, by written agreement, mutual aid, or public/private partnership, non-emergency or inter-hospital ambulance transports of a patient originating within that territory, by another licensed ambulance service agency. Duration of agreements shall last no longer than the term of the franchise. All needs for emergency inter-hospital transports, urgent inter-hospital transports, scheduled inter-hospital transports and pre-arranged/non-emergency inter-hospital transports shall be determined by the hospital requesting a transporting agency Agencies providing transport will communicate to the appropriate PSAP/Dispatch Center indicating time of departure and time of return to service.

Special Events: A Franchisee may grant permission to another licensed ambulance service agency or qualified individual or qualified group of individuals (Example: Medical Reserve Corp) for the purpose of servicing special events or occasions. Permission shall be set forth in writing and state the duration of the event or occasion and whether ambulance transport to a hospital will be allowed. Transport to a hospital may only be performed by another licensed ambulance service agency except as outlined in this plan or by State Statute. Duration of permission shall last no longer than the duration of the event nor exceeds beyond any term of franchise.

## **3. Notification and Response Times;**

The County ASA system response times shall be as depicted on the county time zone map 90% of the time, barring inclement weather or other extraordinary conditions. Response times shall be in accordance to OAR 333-200-0080 (Standards for Area Trauma System Plans).

System response times: System response time shall be as listed as follows for 90% of the calls: Urban - 8 min.; Suburban - 15 min.; Rural - 45 min.; and Frontier - 2 hours.

Notification (Dispatch) Times: A county-wide standard ASA notification (dispatch) time of no greater than 60 seconds from receipt of call for medical assistance into a PSAP, to the tone alert shall be observed by dispatch centers for no less than 90% of the calls received.

Provider response times: Provider response time shall be as listed as follows for 90% of the calls: Urban - 7 min.; Suburban - 14 min.; Rural - 44 min.; and Frontier - 1 hour and 59 min.

Monitoring of notification and response times shall be accomplished by the following:

- a) Information received from the public, dispatch center, prehospital care providers, hospitals, or county EMS administration.

- b) Types of information received are written or verbal complaints, patient care report forms, radio transmission tapes, notification and response time incident cards, trauma registry forms, etc.

Emergency/Urgent Inter-hospital Patient Transport Time Standards: Transporting agencies shall meet the following time standards for EMERGENCY and URGENT inter-hospital transports:

- a) Emergency Inter-Hospital Transports - Service provider shall immediately and expeditiously respond to provide transport when resources are available. Hospitals shall ensure that the patient is prepared for immediate transport to prevent any unnecessary delay in departure. These requests for service by the hospital should be made through the PSAP.
- b) Urgent Inter-Hospital Transport - Service provider shall arrive at the requesting facility within 60 minutes from receipt of the request for service. These requests for service by the hospital shall be made direct to the ASA franchise.

It is understood that in rare instances due to extraordinary circumstances, service providers will be unable to meet these times (Example: High call volumes or emergency incidents that require higher than normal resources). Each service provider who has facilities in their ASA requiring inter-hospital emergency or urgent hospital transport services, shall have a written agreement with the hospitals in place, submitted at the time of franchise application that identifies the process(s) to be followed to ensure compliance with meeting timelines for a request for emergency and urgent inter-hospital transport. Those plans will be updated **at a minimum, upon award for ASA franchising**, and copies of the plans submitted to the administrator for inclusion as an appendix into the plan. **These agreements may be updated as necessary between the service providers and facilities. Copies of updated agreements must be submitted to the administrator for inclusion into the ASA Plan.**

#### **4. Level of Care;**

Level of Care shall be no less than that required by State Statute and Administrative Rule for ALS, ILS, and BLS. This shall include any and all new or revised license level requirements.

#### **5. Personnel;**

As a County wide standard: Unless authorized by variance from the division, a licensed ground ambulance in operation and providing: Basic level care - shall have, at a minimum, one qualified driver that meets the qualifications in OAR 333-250-0270 and one EMS provider or ambulance-based clinician (definition in OAR 333-255) or two EMS Providers. Intermediate level care - shall have, at a minimum, one EMT or above and one AEMT or EMT-I. Paramedic level care - shall have, at a minimum, one EMT or above, and one Paramedic or ambulance-based clinician.



All ASA assigned personnel operating in Umatilla County shall display the level of licensure on the outermost garment of usual work uniform according to OAR 333-265-0170.

**6. Medical Supervision;**

All medically trained emergency response personnel in Umatilla County shall be supervised by a Licensed Supervising Physician, as stated in OAR 847-035-0001(12).

**7. Patient Care Equipment;**

All patient care equipment shall meet or exceed the minimum required by OAR 333-255-0070, 333-255-0071, and 333-255-0072.

**8. Vehicles;**

All ASA assigned ambulances operating in Umatilla County shall be constructed and maintained as required by OAR 333-255-0060.

**9. Training;**

All ASA assigned personnel operating in Umatilla County shall be trained and licensed according to OAR 333-265- 0040 through 333-265-0110. All training and continuing education records shall be kept in accordance with OAR 333-265-0140.

**10. Quality Improvement;**

All ASA franchisees in Umatilla County shall have a written Quality Improvement Program approved by its EMS Medical Director in accordance with OAR Chapter 333.

- a) **Structure:** The Umatilla County ASA Advisory Committee shall serve to ensure the delivery of efficient and effective services in Umatilla County.
  
- b) **Process:** Review of system services will be completed by the Administrator and the Umatilla County ASA Advisory Committee. A random Compliance to Standards reviews may be conducted at any point by the Administrator or through the Administrator at the request of the Board. The purpose of these reviews shall be to ensure compliance with system elements are adhered to. The results of such reviews shall be reported to the ASA Committee for review and the results of these reviews shall be reported to the Board. The Complaint Review Process will be utilized for any complaints of services.
  
- c) **Sanctions for Non-Compliant Personnel or Providers:** Sanctions for non-compliant system elements will be as determined in the section for Enforcement of Code Provisions.

**COORDINATION**

**1. The Entity That Shall Administer and Revise the ASA Plan;**

The Umatilla County ASA Committee shall review the ASA Plan every 5 years, when proposed changes are requested, or at the direction of the Umatilla County Board of Commissioners.

The Board, in order to ensure the delivery of the most efficient and effective prehospital emergency care possible with the available resources, has directed that the "Umatilla County Ambulance Service Area (ASA) Advisory Committee (Committee)", shall be formed by ordinance and be composed of not less than ten and no more than fifteen voting members:

- Umatilla County Health Officer or Designee as appointed by the Board (1)
- Umatilla County 911 Manager or Designee as appointed by the Board (1)
- Medical Director / Supervising Physician or Designee (up to one from each ASA possible)
- Ambulance Service Provider Representatives or Designee (6 – One from each ASA)
- Fire Department I District Representative or Designee (1)
- Hospital Administrators or Designee (2 - One from each in county hospital)
- Public member (2 - No more than one from any given ASA)

The ASA administrator shall be the Umatilla County Emergency Manager. The administrator as well as any county staff (not appointed as voting members) as the Board deems appropriate shall serve as ex-officio members of the Committee. The Umatilla County Public Health Emergency Preparedness Coordinator (PHEP) shall be an alternate to the Emergency Manager when he/she is unavailable.

Members shall be appointed by and serve at the pleasure of the Board. The Board may appoint additional persons to the Committee to serve as ex-officio members or advisors. The Board may appoint or approve designation of alternates to serve in the absence of persons appointed to the Committee.

The Board, upon official request and recommendation of the ASA Committee, may appoint to serve as ex-officio members or advisors, a hospital administrator (or designee of that person) from hospitals outside the county who are primary recipients of patients from ambulance service providers within an established Umatilla County ASA. (Example: Providence St. Mary Hospital – Walla Walla, Washington).

Appointments by the Board of county employees shall be continual until such time as the Board determines a need to appoint another to that position or the position is vacated. Appointments of non-county employees shall be for two-year terms (Term to start July 1) and those terms shall be staggered in appointment time to ensure no lapse of committee oversight to the ASA. Vacancies shall be filled by the Board for the balance of any unexpired term. Persons may be appointed to successive terms. All members shall serve until their successors are appointed and qualified.

Annually, the Committee shall elect a chairperson and vice-chairperson (Term to start July 1). The Committee shall meet at such times as it deems necessary or as called by the Administrator or the Board. The chairperson or any two members of the Committee may call a special meeting with five-day notice to other members of the Committee; provided however, that members may waive such notice.

Five voting members constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions. Members may participate and vote by conference call or video conferencing.

In addition to other duties prescribed by this chapter the Committee shall:

- a) Review and make recommendations to the administrator regarding the selection criteria for determining a franchise to provide ambulance service.
- b) Regularly provide information to the Board from pre-hospital care consumers, providers and the medical community.
- c) Periodically review the ASA Plan and make recommendations to the Board including, but not limited to:
  - i. Review the standards established in the Plan and make recommendations regarding improvement of or new standards as required by OAR 333-260-0050;
  - ii. Monitor the coordination between emergency medical service resources;
  - iii. Review dispatch procedures and compliance; and
  - iv. Review the effectiveness and efficiency of the ASA boundaries.
- d) Perform such other duties as directed by the Board.

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.

The Committee will be activated at any time a concern is submitted, in writing, to the Board, or when deemed appropriate by seven or more members of the Committee.

This Committee, as with any governmental body, will be subject to the Oregon Open Meeting Law (ORS Chapter 192), but may temper its activities, within legal limits, according to the sensitivity of the EMS matter involved. Appeals from the Board, in any case where the Board would otherwise have the final decision at the county level shall be directed to the appropriate state regulatory agency, or a Circuit Court, as appropriate.

The Committee shall submit a brief written report of its activities or recommendations periodically to the Board.

Existence of this committee will:

- a) Prevent needless attention of state regulatory agencies to problems that can be locally resolved
- b) Increase local awareness of potential problems that may exist; and
- c) Increase the awareness of ambulance medical directors regarding area concerns and activities.

## **2. Complaint Review Process;**

Complaints regarding a violation of the ASA Plan, or questions involving pre-hospital care provided, shall be submitted in writing to the Umatilla County Board of Commissioners. The Board shall forward the complaint to the ASA Committee through the administrator for its review and recommendation. The ASA Committee shall resolve all system operations issues.

Ongoing input may be provided by consumers, providers, or the medical community, to any individual on the Committee, the Administrator, or members of the Board. This individual, in turn, shall present the complaint, concern, idea or suggestion (in writing) to the full Board for consideration.

## **3. Mutual Aid Agreements;**

All ASA providers in Umatilla County are requested, but not required, to sign a Mutual Aid Agreement with the other medical service providers in the Counties of Morrow, Union and Grant. All requests for (Medical) Mutual Aid shall be through the appropriate PSAP. (Medical) Mutual Aid Agreements shall be reviewed every 5 years, or as necessary and submitted to the administrator to be kept on file as required.

## **4. Disaster Response;**

- a) **County Resources Other Than Ambulances;** Service providers are expected to perform a size up of the situation and request, through PSAP's, any additional equipment needs. Umatilla County has a resource list of available public and private providers/vendors.
- b) **Out of County Resources;** Union, Morrow, and Grant County have signed the MAA regarding ambulance service. The City of Walla Walla, Fire District 4, in Walla Walla County, Washington as well as Oregon Department of Forestry, La Grande Fire Department and Federal/State agencies have also signed the MAA with exceptions.
- c) **Mass-Casualty Incident Plan (IN DRAFT);** Umatilla County does not have an adopted County MCI Plan. A draft plan is currently in review for inclusion into the Umatilla County Emergency Operations Plan. The Committee shall coordinate the EMS medical function of MCI planning with any formal plan developed by the Office of Emergency Management or other appropriate county authorities. The intended purpose of the MCI plan will be to provide guidance to EMS response personnel in the coordination of response activities relating to mass

casualty incidents in the County. The plan will be intended for use when any single incident or combination of incidents depletes the resources of any single provider or providers during the normal course of daily operations. The Committee will periodically review the ASA medical component of the MCI plan and make recommended changes to meet the county's need and ensure cohesiveness with other related plans. Following any review and changes, the County Emergency Manager will be asked to append the changes to that component of the plan, confirm it compliments other such plans from other authorities (such as ATAB), and the modified MCI plan will be presented to the Board to be promulgated. At a minimum, the MCI plan shall identify the responsibility of the provider concerning:

- i. coordination;
- ii. communication;
- iii. move up;
- iv. triage; and
- v. transportation.

d) **Response to Terrorism;** No specific plan is in place for Terrorism.

#### **5. Personnel and Equipment Resources;**

- a) **Non-transporting EMS Provider;** Nothing in these provisions prohibits a 911 agency, responsible for the dispatching of emergency services, from dispatching an initial responder to the scene of a medical emergency in addition to dispatching an emergency ambulance service provider.
- b) **Hazardous Materials;** Umatilla County ASA's utilize the Oregon State Region 10 HAZ-MAT Team based out of Umatilla County Fire District #1 in Hermiston.
- c) **Search and Rescue;** Umatilla County ASA's utilize the Umatilla County Sheriff's Office Search and Rescue Team.
- d) **Specialized Rescue;** There is no "Specialized Rescue" team available in Umatilla County other than Search and Rescue service provided by Umatilla County Sheriff's Office. Any specialized rescue shall be performed by the assisting Fire Department/District, or appropriate entity.
- e) **Extrication;** There is currently no specific plan for "Extrication". Any extrication shall be performed by the assisting Fire Department/District, or appropriate entity.

#### **6. Emergency Communication System Access;**

##### **a) Telephone;**

Umatilla County has 2 (Two) Public Safety Answering Points (PSAP)'s, one in Pendleton, the Umatilla County Sheriff's Office located at the Umatilla County Justice Center, and the other in Milton-Freewater, the Milton Freewater Police Department located at Milton Freewater City Hall. Overflow calls to Milton-

Freewater Police Department are automatically routed to Umatilla County Sheriff's Office and Morrow County PSAP serves as a back-up facility for the Umatilla County Sheriff's Office PSAP. All emergency calls for service are accessed by calling 9-1-1. Calls for service on the Confederated Tribes of the Umatilla Indian Reservation, can be accessed by calling 541-278-0550. Emergency Calls for service should be 9-1-1.

**b) Dispatch Procedures;**

Each PSAP shall:

- i. Restrict access to authorized personnel only. This is accomplished by electronic key.
- ii. Meet state fire marshal standards.
- iii. Maintain radio consoles capable of communication directly with all first response agencies dispatched by them via their primary frequency or talk-group.
- iv. Maintain radio logs which contain all information required by the Federal Communications Commission and Oregon Revised Statutes.
- v. Utilize clear text English.
- vi. Be equipped with a back-up power source capable of maintaining all functions of the center.
- vii. Radio dispatch of calls for medical aid response will be via use of radio tone alert.

The ambulance service provider shall equip and maintain 50 watt or greater, multi-channel radios in each ambulance that allows for the transmission and reception on 155.340 (HEAR). Each ambulance crew shall have one portable hand-held radio with a minimum of two (2) channel capability.

All ambulances in the County shall be equipped to communicate on 155.340 (HEAR).

In most instances, once an ambulance crew has been summoned by the dispatcher, there is further capability of radio communications between the ambulance and the dispatcher via mobile or hand-held radios. Requests for mutual aid, other resources or agencies, etc., generally must be arranged with the third-party assistance of the dispatch center (via radio).

**c) Radio System:**

All radio systems in Umatilla and Morrow Counties are maintained by Umatilla Morrow Radio and Data District (UMRDD). All calls are dispatched via radio tone alert, Mobile Data Terminal (MDT) or cell a phone alerting app (Such as Active 911).

**d) Emergency Medical Services Dispatcher Training;**

Emergency Dispatchers are trained to Emergency Medical Dispatcher (EMD) level of Certification, and are recertified annually. Pre-Arrival instructions are required for medical calls, utilizing COMED cards. Emergency medical dispatch service conforms to COMED standards as reviewed by a medical director that provides approval and coordination of pre-arrival instructions and written call prioritizations. A dispatch representative shall participate in ATAB (Area Trauma Advisory Board) Region 9 meetings. Telelanguage is **utilized** for non- English-speaking public calls for medical aid.

## **PROVIDER SELECTION**

### **1. Initial Assignment;**

The Board has the authority to assign an ASA within the county in compliance with ORS 682.015 682.017 to 682.991. Applications by new providers and requests for assignment change or revocation will be considered for approval if they will improve efficient service delivery and benefit public health, safety and welfare. **The Tribal Governing Body has by nature of their sovereignty, the authority to develop and apply ambulance licensing ordinances within their jurisdictional boundaries, and nothing in this plan is intended to obviate that authority.**

### **2. Reassignment;**

Future updates to this plan and proposals for assignment changes will be the responsibility of the Board. The Board shall receive all requests for changes; present those requests to the Committee for their review and recommendations. Upon completing their review, the Committee shall present their recommendations to the Board. In addition, the Board has the authority to review service providers' records and initiate an assignment change or service area revocation. For the purpose of this plan, the Board shall recognize the Committee as an advisory group.

### **3. Application for an ASA;**

**During the open franchising application period:**

Any person **or entity** desiring to provide ambulance service within the county shall submit an application to be assigned an ASA. The application shall be submitted to the Administrator.

- a) Applications for franchises shall be on forms provided by the Board. In addition to information required on the forms, the Board may require additional information it deems necessary to insure compliance with this chapter.
- b) The applicant shall provide the following information:
  - i. The name and address of the person or agency applying.

- ii. The ASA for which the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
- iii. A statement as to whether or not the person will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of that subcontract shall be provided.
- iv. A list of vehicles to be used in providing emergency ambulance services including year, make and model, and verification that each vehicle is licensed as a basic and/or advance life support ambulance by the Oregon Health Authority.
- v. A statement that all equipment and supplies in each ambulance conforms to Oregon Health Authority standards.
- vi. A list of personnel to be used in providing emergency ambulance service and their current Emergency Medical Technician level and certificate number, provided by the Oregon Health Authority, or other appropriate certification.
- vii. Proof of financial ability to operate, including an operating budget for public bodies or financial statement for private entities, references and/or statement of past ambulance service. Private companies must include 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. Public bodies must provide information regarding the sources and amounts of funding for emergency ambulance services.
- viii. Proof of public liability insurance in the amount of not less than the limits set by the Oregon Tort Claims Act under ORS Chapter 30.
- ix. A statement of experience in providing emergency ambulance service of a comparable quality and quantity to insure compliance with this chapter, regulations promulgated thereunder, any franchise issued, and the ASA Plan.
- x. Proof of ability to comply with the terms and conditions of the ASA Plan and applicable county ordinances, in the form of a narrative summary.
- xi. A description of any prepaid ambulance service plan (e.g., Fire Med), including number of members, number of years of operation, funding and term.
- xii. Information, in the form of run logs, medical director correspondence, audit reports, training records, policy and procedure manuals, standard operating practices (SOPs), standard operating guidelines (SOGs), and equipment records and inventories, and any other records or materials requested.
- xiii. In the case of an application to transfer or take over an already assigned franchise:



- 1) A detailed summary of how the proposed change will improve emergency ambulance response time, and the quality and level of services to the ASA. It shall include an assessment of how the proposed change will impact the existing first response system.
  - 2) Evidence that the call volume in the ASA is sufficient to financially or otherwise justify the change in service.
  - 3) Information, in the form of run logs, medical records, medical director correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.
- xiv. A copy of the written agreement (only those ASA's servicing hospitals requiring inter-hospital transport of patients and thus holding first right of refusal options) between the ASA and hospital outlining the process of both parties to adhere to the timelines set forth in this plan for response to emergency inter-hospital patient transports and urgent inter-hospital patient transports.
- c) The Board may from time to time, by order, adopt fees to defray the actual reasonable costs incurred by the county in processing applications, and adopt annual franchise fees to defray the reasonable costs of the county in administering this chapter.
  - d) The applications shall be reviewed by the Committee and shall recommend the assignment of the ASAs to the Board. The assignment of an ASA shall be made by an Order of the Board.

#### **4. Review of Application for Franchise;**

- a) Applications shall be reviewed by the Committee, who shall make such investigation as it deems appropriate, and who may request assistance of other persons as necessary.
- b) The administrator shall notify the holder of a franchise for providing emergency ambulance service to an ASA of any applications by another person to take over that franchise.
- c) Unless the time is extended by the Board for good cause, the Committee shall make its recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The Committee shall transmit its recommendation within 60 days after the application and any required supplemental information has been received.

#### **5. Board Action on Application for Franchise;**

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

- a) Shall publish notice of its intent to hold a public hearing on the application and recommendations at least 10 days, but not later than 30 days following publication of notice.
- b) May require additional investigation by the Committee if it finds that there is insufficient information on which to base its action.
- c) Shall, upon the basis of the application, the Committee's recommendation, such other information as is permitted by this chapter, and such information as is presented to the Board at the public hearing make an order granting, denying or modifying the application or attaching conditions.
- d) Shall not make an order adverse to the applicant or to the holder of; or applicant for, another franchise effective less than 30 days after the date of such order and shall notify such persons in writing of the 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.
- e) 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 Board may permit the franchisee to subcontract such service to another person if the Board finds that the quality and extent of the service would not be jeopardized. The Board may require the filing of such information as it deems necessary.

## **6. Notification of Vacating an ASA;**

- a) Early Discontinuance of Service by Franchisee
  - i. If a franchisee discontinues service before the expiration of its franchise, the Board shall set a time by which applications must be submitted for a new franchise in the ASA.
  - ii. The Committee shall develop an interim plan for coverage of the ASA, using existing franchisees and/or other available resources until the ASA can be reassigned.
  - iii. The Board shall issue a temporary certificate, valid for a stated period not to exceed six months, entitling a person to provide emergency ambulance service in all or part of the ASA. The Board may renew a temporary certificate for one additional six-month period.

### **b) Transfer of Franchises**

A franchisee may transfer its franchise to another person only upon written notice to and approval by the Board. Review of an application for transfer of a franchise shall be conducted in the same manner as for a new or renewal application pursuant to this chapter.

## **7. Maintenance of Level 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 24-hour 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 other person to provide services.

## **COUNTY ORDINANCE AND RULES**

### **a) Policy and Purpose**

1. *Title.* This chapter shall be known as the Ambulance Service Ordinance, and may be so cited and pled.
2. *Authority.* This chapter is enacted pursuant to ORS 682.205, 682.062, 682.275 682.031 and ORS 203.035, Umatilla County Home Rule Charter, Chapter 11, and other applicable law.

### **b) Administration**

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

### **c) Duties of Ambulance Service Franchise**

1. The franchisee shall conduct its operation in compliance with all applicable state and federal laws, rules and regulations, the terms of this chapter and the county ASA Plan;
2. The franchisee shall not fail or refuse to respond to an emergency call for service when ambulance is available for service;
3. The franchisee shall not respond to a medical emergency located outside its assigned ASA except:

- a. When a request for specific emergency ambulance service is made by the person calling for the ambulance and the call does not dictate an emergency response;
  - b. When the franchisee assigned to the ASA is unavailable to respond and the franchisee is requested by another franchisee or 911 dispatch to respond; or
  - c. When the response is for supplemental assistance or mutual aid.
4. The franchisee shall not voluntarily discontinue service to its assigned ASA until it has:
- a. Given 60 days written notice to the administrator, or
  - b. Obtained written approval of the Board.
5. Section (4) above shall not apply to:
- a. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction; or
  - b. Transfer of franchises pursuant to this chapter.

**d) Ambulance Service Providers; Exemptions**

- 1. No person or entity shall provide ambulance services in the county unless such person is franchised in accordance with or operating within the applicable provisions of this chapter.
- 2. This chapter shall not apply to:
  - a. Ambulance services and ambulances owned or operated under the control of the United States Government;
  - b. Vehicles and aircraft 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 official at the scene of an accident or when the use of aircraft to transport a patient between hospitals is deemed critically necessary by a physician to expedite lifesaving initiatives;
  - c. 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; and
  - d. 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.

## **e) Franchise Terms and Renewals**

1. Unless the Board finds that a longer or shorter term is required in the public interest, the term of an ambulance service franchise shall be **ten (10) years**, beginning on July 1 of a year and ending June 30, **ten years** later. This timeline will be maintained even in situations where a service extension was granted the previous year (IE: If a 6-month service extension is granted, upon enacting the next term, the length of that term will be **9 years** and 6 months so as to maintain the preexisting **10-year** cycle).
2. Unless grounds exist for refusal to renew a franchise under provisions for suspension or revocation as set forth in this chapter, or unless the franchise is to be given to a new person, franchises shall be renewable. Application for renewal shall be made on forms provided by the Board.

## **f) Problem Resolution**

Problems involving protocol deviation by EMTs or dispatchers shall be referred to the respective medical director or dispatch supervisor. Problems involving a non-compliant provider shall be referred to the Board. The Board may seek background data and recommendations from the Committee in such instances. However, any member of the Committee who may have a conflict of interest in the matter shall declare such conflict and refrain from participating in any recommendations made.

## **g) Enforcement of Franchise Provisions**

1. Subject to the policies stated in this chapter, and in addition to the remedy and penalties provided elsewhere in this chapter, 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 in this division.
2. If in the judgment of the Committee or Board, there is sufficient evidence to constitute a violation of applicable local, state or federal law, this chapter, ORS Chapter 682 or the Rules promulgated there under, the ASA Plan, or if the franchisee has materially misrepresented facts or information given in the application for the franchise, the Board shall a notify the franchisee in writing, by certified mail return receipt requested, or by personal service as is provided by law for the service of a summons, of the violation and what steps must be taken to cure the violation. The Board shall send a copy of the notice to the Committee.
3. Ten days following the receipt of notice of violation, the Board may enter its order of revocation, modification, suspension or non-renewal, and may thereby revoke, modify, suspend, or not renew the franchise, unless prior thereto the franchisee shall file with the Board his request for a hearing on the Board's notice of

violation. If said request is timely filed, or if the Board so moves on its own, 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 to the franchisee by mail and to all others by publication in a newspaper of general circulation in the county or the ASA at least ten days prior to such hearing. The burden of proof at the hearing held hereunder shall be upon the franchisee.

4. In lieu of the suspension or revocation of the franchise, the Board may order that the violation be corrected and make the suspension or revocation contingent upon compliance with the order within the period of time stated therein. Notice of the Board action shall be provided by mail to the franchisee. The notice shall specify the violation, the action necessary to correct the violation, and the date by which the action must be taken. The franchisee shall notify the Board of the corrective 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 suspended or revoked upon service of the notice.
5. Should the franchisee fail to comply with the Board's order, then the Board may take any steps authorized by law to enforce its order.

#### **h) 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 24-hour 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 other person to provide services.

#### **i) Regulations of Ambulance Service**

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

#### **j) Severability; Amendment**

1. Any judgment or declaration by any court of competent jurisdiction that any portion of this chapter is unconstitutional or invalid shall not invalidate any other portion of this chapter.

2. Upon recommendation of the Committee or upon its own motion, the Board may from time to time amend the provisions of this chapter. Amendments shall be made only after a public hearing before the Board with such advance notice of the hearing as deemed appropriate by the Board or as generally provided by ordinance, regulation or order of the Board.

**k) Penalty**

1. Any person who violates any provisions of this chapter is guilty of a violation. Failure from day- to-day to comply with the terms of this chapter shall be a separate offense for each such day. Failure to comply with any provision of this chapter shall be a separate offense for each such provision.
2. In addition to the penalties provided below, a violation of any of the provisions of this chapter is declared to be a nuisance and may be regarded as such in all actions, suits, or proceedings.
3. Violations of these provisions are punishable, upon conviction, by a fine of not more than \$500 for a non-continuing offense, i.e., an offense not spanning two or more consecutive calendar days. In the case of a continuing offense, i.e., an offense which spans two or more consecutive calendar days, violation of the provisions is punishable by a fine of not more than \$500 per day up to a maximum of \$1,000 as provided by law.

**l) Appeals and Abatement**

1. All the decisions of the Board under this chapter shall be reviewable by the Circuit Court of the state for the county, only by way of writ of review.
2. The provision of ambulance service by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance and the Court may, in addition to other remedies provided by law or by this chapter, institute injunctive abatement or other appropriate legal proceedings to temporarily or permanently enjoin or abate such ambulance service.

FIRST READING: January 18, 2023

SECOND READING: February 22, 2023

DATED this        day of                    , 2023

UMATILLA COUNTY BOARD OF COMMISSIONERS

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Daniel N. Dorran, Chair

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John M. Shafer, Commissioner

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Celinda A. Timmons, Commissioner

ATTEST:  
OFFICE OF COUNTY RECORDS

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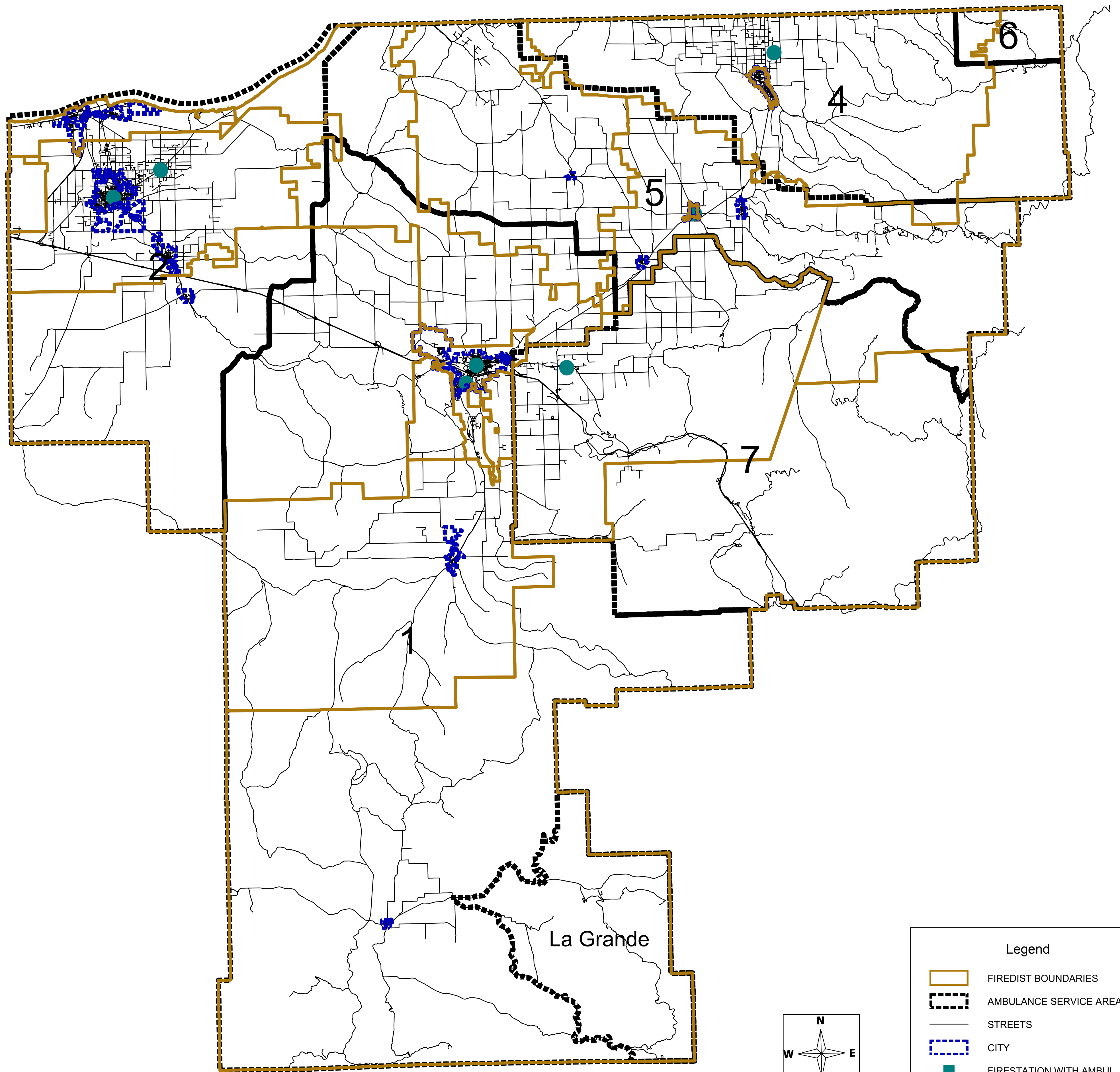
Records Officer





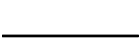


## **APPENDIX SECTION**

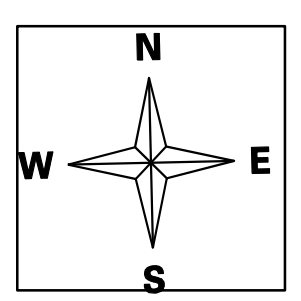
- 1) Appendix A: Maps
  - a) Umatilla County Ambulance Service Areas with Fire District Boundaries
  - b) Ambulance Service Areas with Response Times
  - c) ASA #1 (Pendleton ASA) Boundary
  - d) ASA #2 (Hermiston/Umatilla ASA) Boundary
  - e) ASA #4 (Milton-Freewater ASA) Boundary
  - f) ASA #5 (Athena/Weston ASA) Boundary
  - g) ASA #7 (CTUIR) Boundary

# Umatilla County Ambulance Service Areas

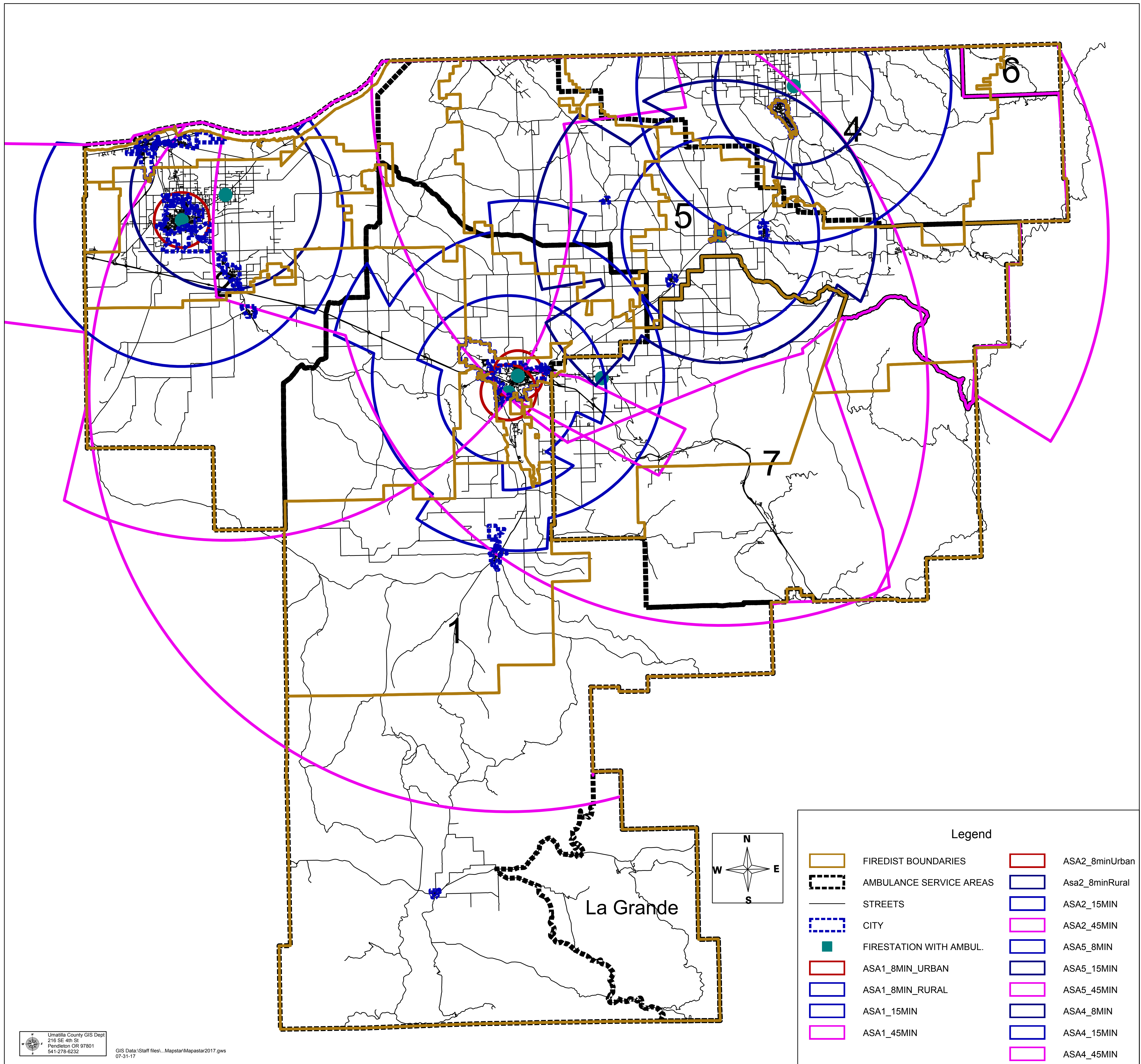


**Legend**

-  FIREDIST BOUNDARIES
-  AMBULANCE SERVICE AREAS
-  STREETS
-  CITY
-  FIRESTATION WITH AMBUL.

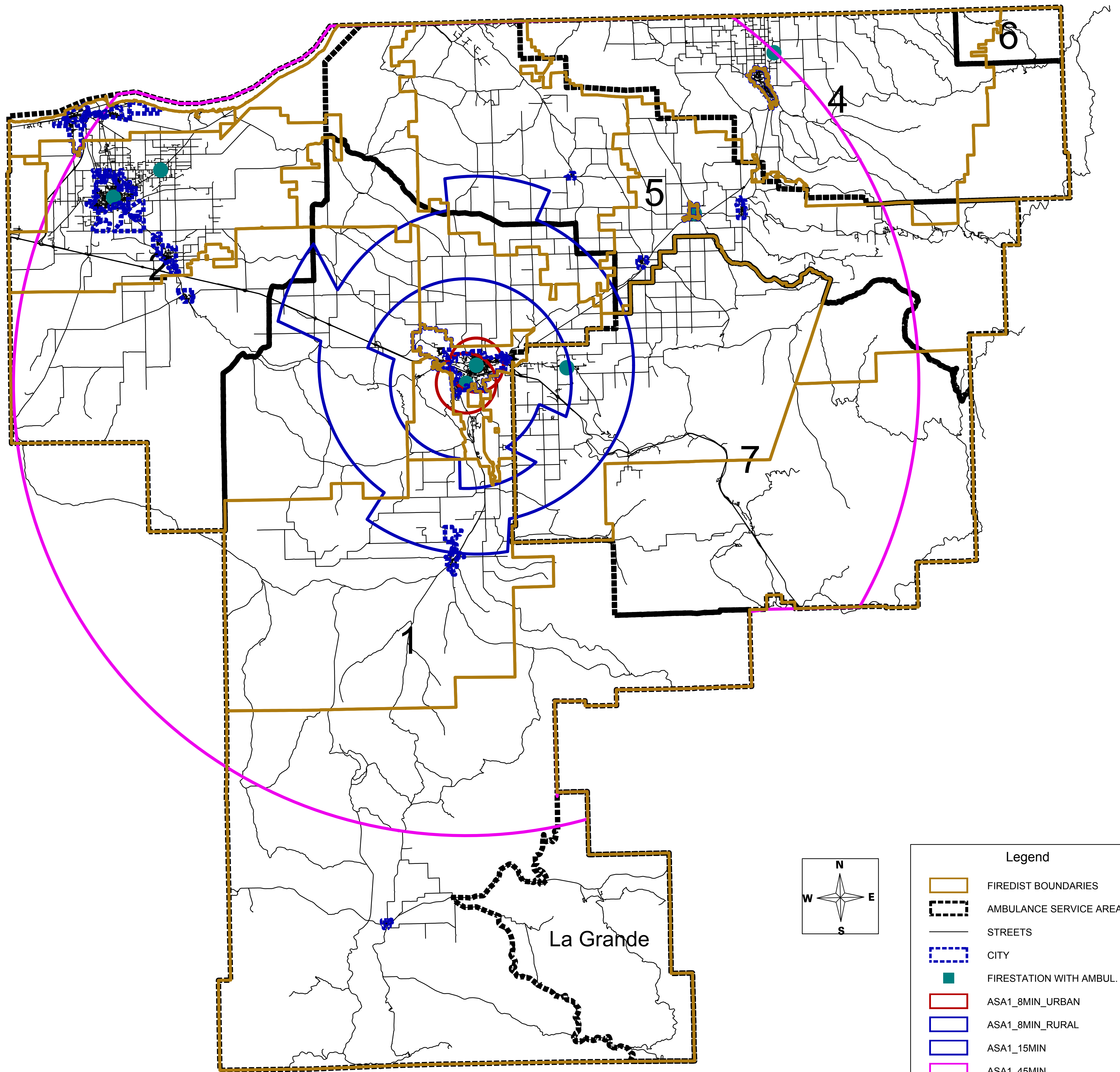


# Umatilla County Ambulance Service With Response Times



Legend			
	FIREDIST BOUNDARIES		ASA2_8minUrban
	AMBULANCE SERVICE AREAS		Asa2_8minRural
	STREETS		ASA2_15MIN
	CITY		ASA2_45MIN
	FIRESTATION WITH AMBUL.		ASA5_8MIN
	ASA1_8MIN_URBAN		ASA5_15MIN
	ASA1_8MIN_RURAL		ASA5_45MIN
	ASA1_15MIN		ASA4_8MIN
	ASA1_45MIN		ASA4_15MIN
			ASA4_45MIN

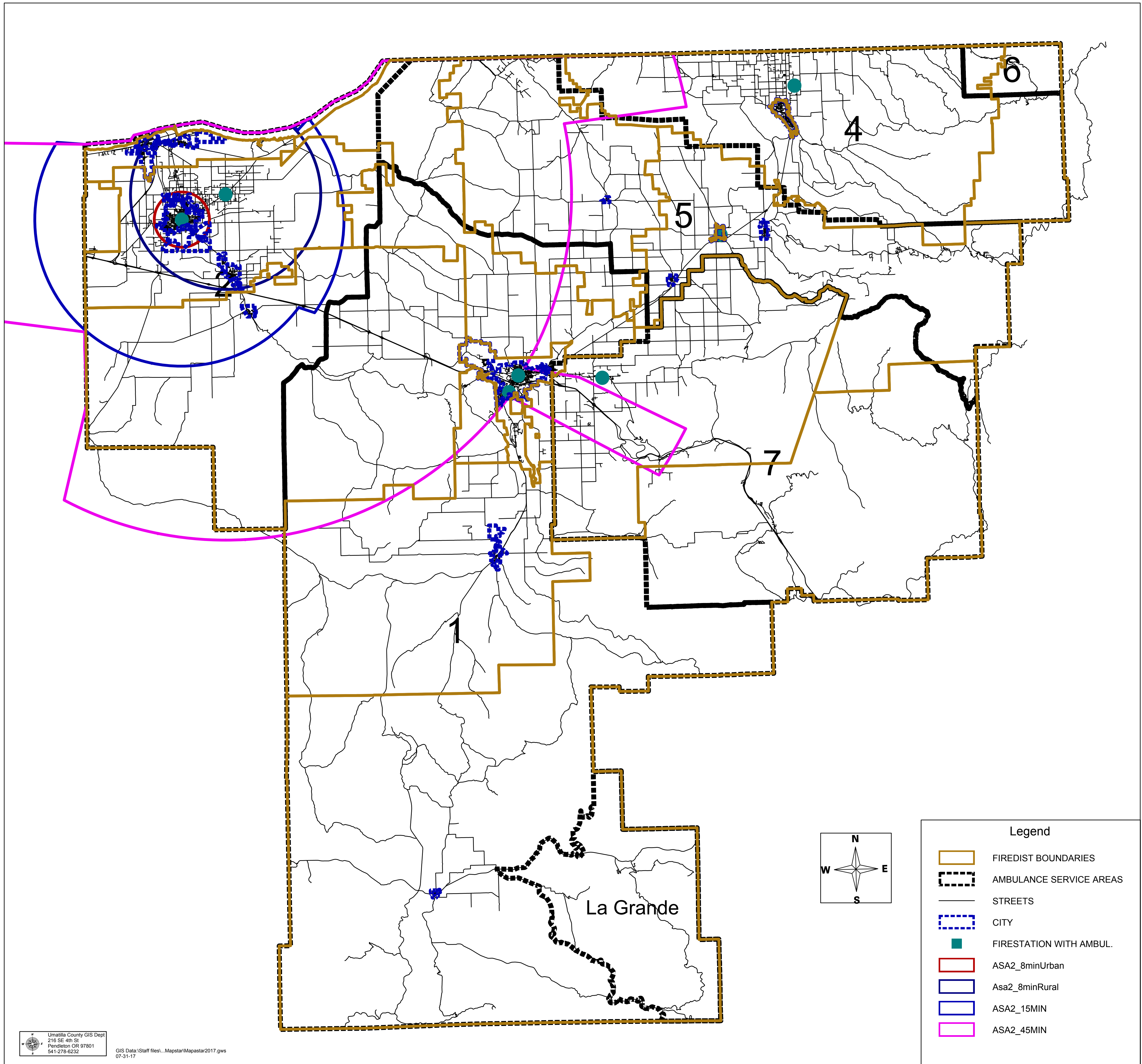
# Umatilla County Ambulance Service Area 1 With Response Times



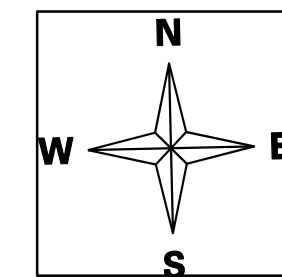
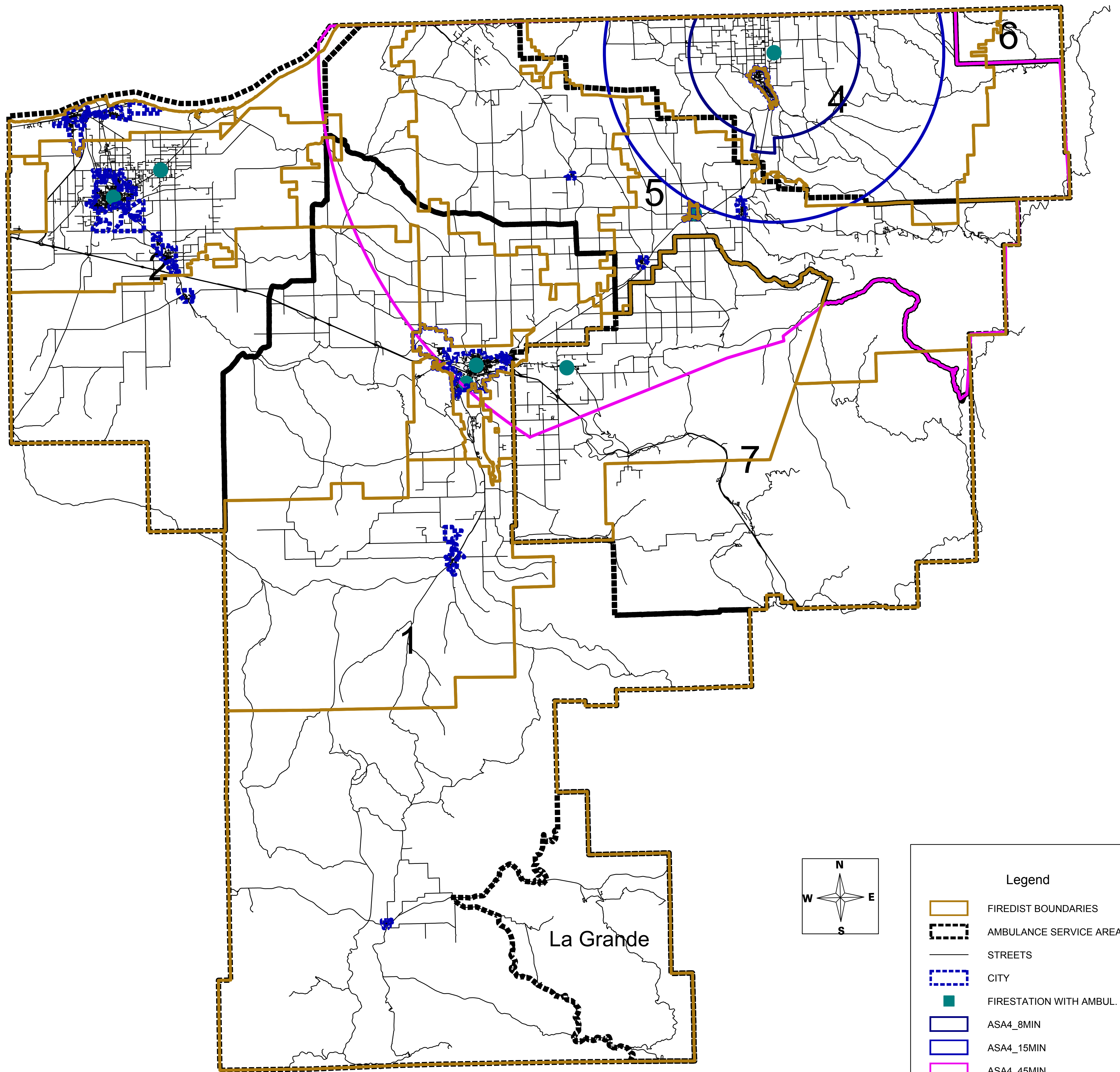
**Legend**

- FIREDIST BOUNDARIES
- AMBULANCE SERVICE AREAS
- STREETS
- CITY
- FIRESTATION WITH AMBUL.
- ASA1\_8MIN\_URBAN
- ASA1\_8MIN\_RURAL
- ASA1\_15MIN
- ASA1\_45MIN

# Umatilla County Ambulance Service Area 2 With Response Times



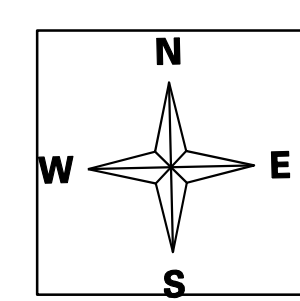
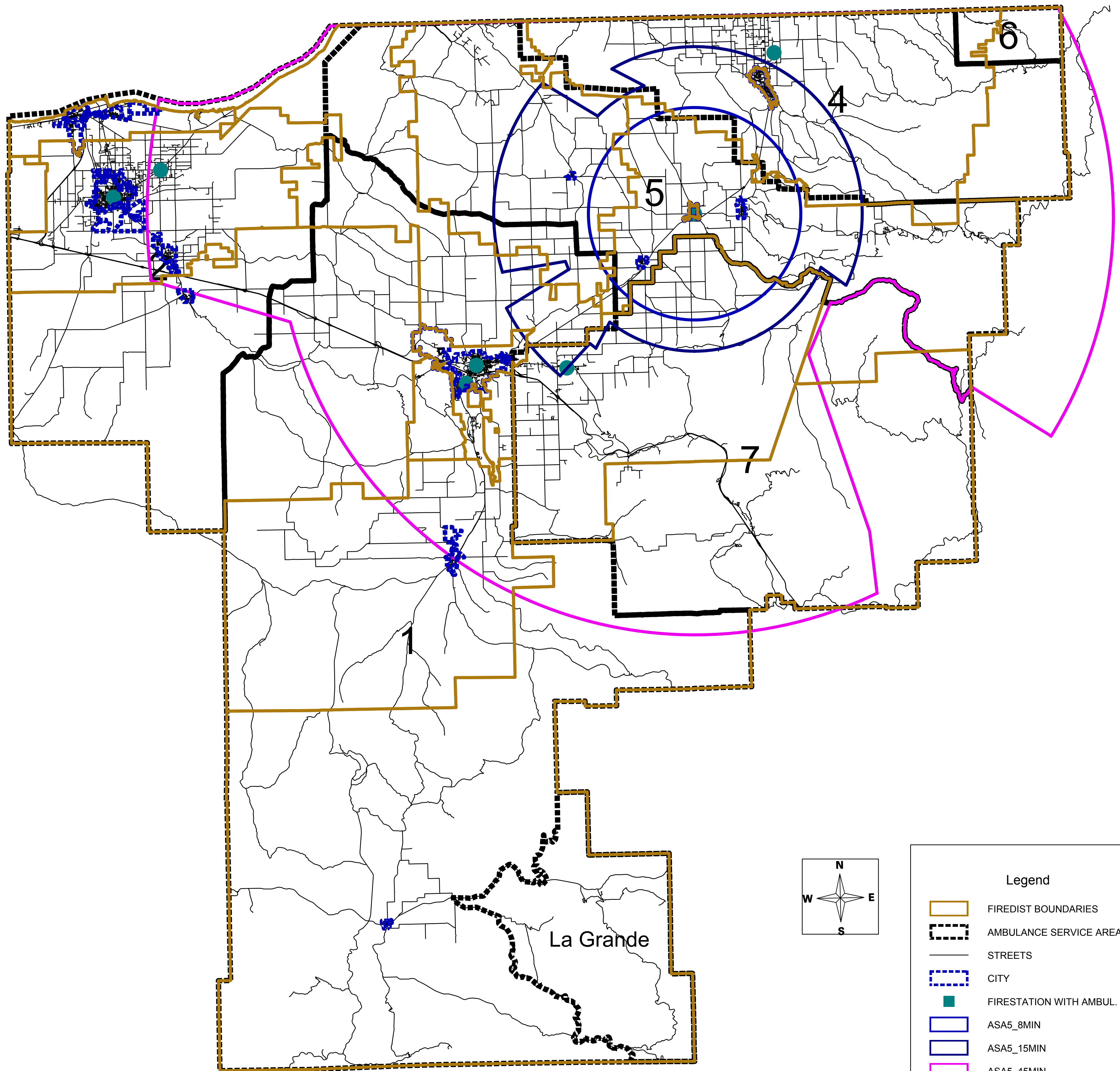
# Umatilla County Ambulance Service Area 4 With Response Times



## Legend

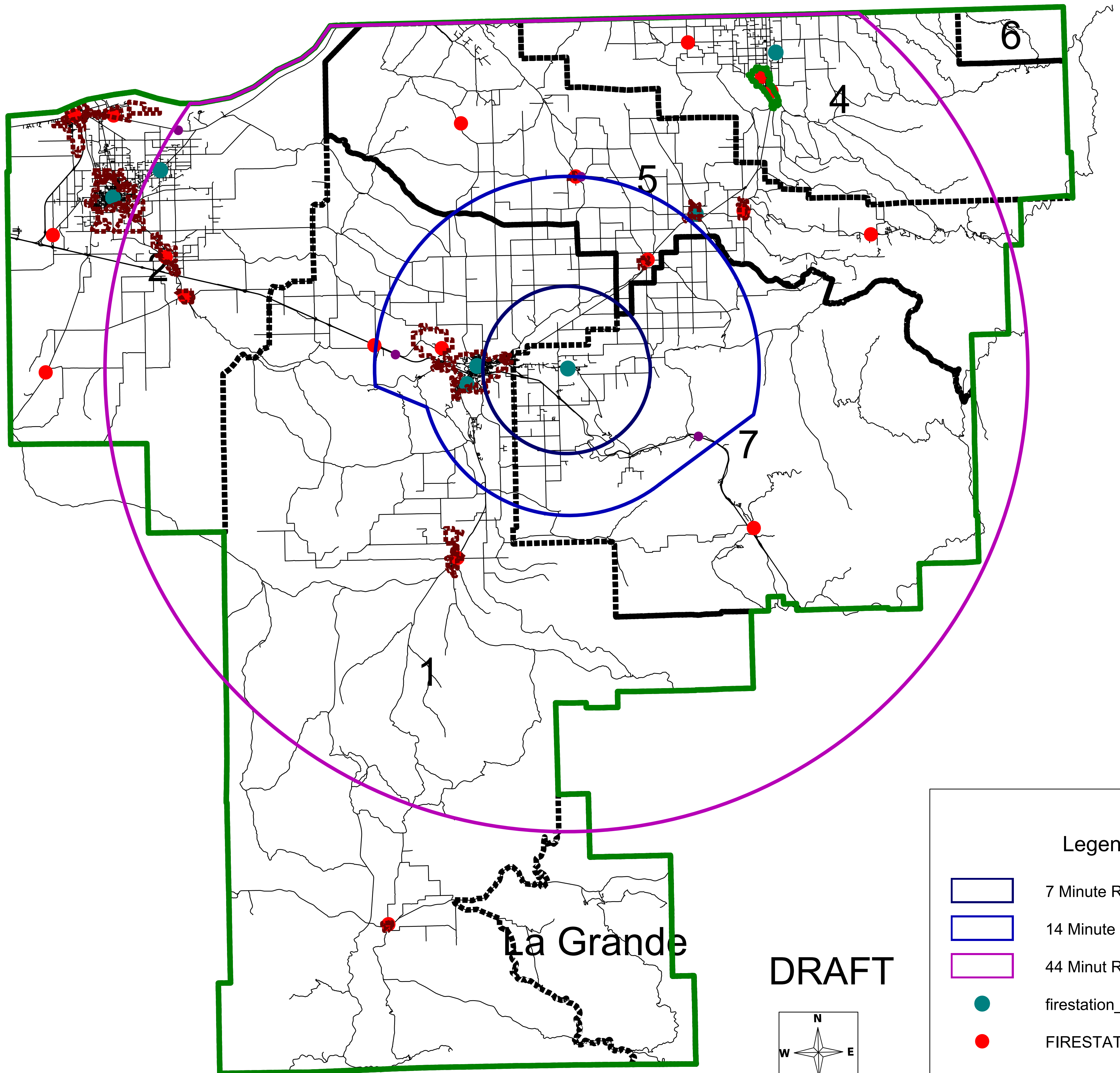
- FIREDIST BOUNDARIES
- AMBULANCE SERVICE AREAS
- STREETS
- CITY
- FIRESTATION WITH AMBUL.
- ASA4\_8MIN
- ASA4\_15MIN
- ASA4\_45MIN

# Umatilla County Ambulance Service Area 5 With Response Times






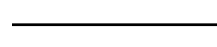



Legend	
	FIREDIST BOUNDARIES
	AMBULANCE SERVICE AREAS
	STREETS
	CITY
	FIRESTATION WITH AMBUL.
	ASA5_8MIN
	ASA5_15MIN
	ASA5_45MIN

# ASA7 WITH REPOSENSE TIME



**Legend**

-  7 Minute Response Zone
-  14 Minute Response Zone
-  44 Minut Response Zone
-  firestation\_with\_Ambulances
-  FIRESTATIONS
-  Streets
-  EMS

**DRAFT**

