

# **AMBULANCE SERVICE AREA PLAN**

## **CLATSOP COUNTY OREGON**

**November 2020**



## Acknowledgments

The Clatsop County Ambulance Service Area Advisory Committee guided and participated in the process which resulted in development of the 2019 Ambulance Service Area Plan and is comprised of the following representatives:

Duane Johnson, Chair	Citizen
Jill Tillotson, Vice-Chair	Registered Nurse
Duane Mullins	Franchise Representative
Regina Mysliwiec MD	Physician Advisor
Thomas Duncan MD	Health Officer
Joey Daniels	Fire Agency Representative
Mel Jasmin	Citizen Position
Tita Montero	Citizen Position
Dan Travers	General Public
Kathleen Sullivan	Commissioner
Mike McNickle	Public Health Director
Tiffany Brown	Emergency Management Director

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RECORDED

1 NOV - 5 2020

IN THE BOARD OF COUNTY COMMISSIONERS

2  
3 Doc# 2020110006

FOR CLATSOP COUNTY, OREGON

4  
5 In the Matter of the Adoption of the )  
6 Updated Ambulance Service Area Plan ) RESOLUTION AND ORDER  
7 )

8  
9 WHEREAS, Clatsop County is authorized to grant exclusive franchise  
10 agreements to ambulance service providers in order to provide ambulance  
11 services to all residents; and

12  
13 WHEREAS, the current Ambulance Service Area Plan, herein after referred  
14 to as the Plan, which was updated in March 2012, must be updated to align with  
15 the current ambulance franchise agreement; and

16  
17 WHEREAS, the purpose of the update is not to affect the MEDIX franchise  
18 agreement, but to offer corrections and clarifications so that the Plan is current;  
19 and

20  
21 WHEREAS, the County Manager has tasked the Director of Emergency  
22 Management to update the Plan and incorporate elements from the current  
23 franchise agreement as well as comments received from a meeting with the  
24 Ambulance Service Area Advisory Committee on October 13, 2020;  
25 and

26  
27 RESOLVED AND ORDERED that Clatsop County does hereby adopt the  
28 revised Ambulance Service Area Plan as recommended by the Ambulance Service  
29 Area Advisory Committee, attached to this Resolution. It shall further be the  
30 policy of the Board to allow minor revisions and administrative corrections  
31 without further Board action.

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37 APPROVED AND ADOPTED this 4 day of November, 2020.

38  
39 BOARD OF COUNTY COMMISSIONERS  
40 FOR CLATSOP COUNTY, OREGON

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43  
44 Kathleen Sullivan, Chairperson

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## OVERVIEW OF CLATSOP COUNTY

Clatsop County is located in the northwest corner of Oregon at the mouth of the Columbia River, with a population of 37,039 (2010) and an area of 1,085 square miles comprised of 873 square miles of land and 212 square miles of water. The economy is based mainly on fishing, lumber and tourism. There are many historical sites located in and around Astoria, which was founded in 1811 as the first American city west of the Rocky Mountains.

Elevations range from sea level to 2500 feet in the Coast Range. Three major highways run through Clatsop County: U.S. Highway 101, U.S. Highway 30 and U.S. Highway 26. Clatsop County is connected to Washington State by the Astoria-Megler Bridge. The bridge span stretches 4.1 miles from Astoria, Oregon across the mouth of the Columbia River, to Point Ellice, Washington—a location commonly referred to as Dismal Nitch.

A good portion of the geographical area of Clatsop County can be characterized as “rural” or “frontier” under the guidelines of the Oregon State Trauma Plan (ORS 431.607).

Clatsop County recognizes that the delivery of pre-hospital emergency medical care to its residents is independent of having access to quality pre-hospital services. This Ambulance Service Area (ASA) Plan was developed by Clatsop County to comply with ORS 823.180. Clatsop County shall consist of one (1) ambulance service area. Mutual aid agreements with ambulance service providers from adjoining counties as well as services located in the State of Washington will be negotiated by the Franchise Ambulance Company of record. The ASA Plan is designed to establish minimum standards and provide the framework for ongoing system development and quality assurance of pre-hospital EMS (Emergency Medical Service) in Clatsop County.

## DEFINITIONS

1. **Advanced Emergency Medical Technician - (AEMT Or Advanced EMT)** a person who is certified by the authority as an Advanced Emergency Medical Technician (AEMT).
2. **Advanced Life Support (ALS)** – Those medical services that may be provided in the scope of practice of a person certified as an Emergency Medical Technician, AEMT, EMTI, Paramedic or Registered Nurse as defined in ORS Chapter 823.
3. **ambulance** – Any 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)
4. **ambulance service** – Any person, governmental unit, corporation, partnership, sole proprietorship or other entity that operates ambulances and that holds itself out as providing pre-hospital care or medical transportation to persons who are ill or injured or who have disabilities.
5. **ambulance service plan** - A written document, which outlines a process for establishing a County Emergency Services Ambulance Service System. A plan that addresses the need for and coordination of ambulance services by establishing ambulance service areas for Clatsop County, and by meeting requirements established by the State of Oregon under ORS rules. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system. A plan may substitute a Franchise agreement for an open market system.
6. **authority** – The Oregon Health Authority
7. **Basic Life Support (BLS)** – Those medical services that may be provided within the scope of practice of a person certified as an EMT or EMR.
8. **Clatsop County Board of Commissioners** – (Board) The elected body consisting of five Commissioners.
9. **communication system** – Two-way radio communications between ambulances, dispatchers, fire, hospitals and other agencies as needed. A two-channel multi-frequency capacity is the minimal requirement.

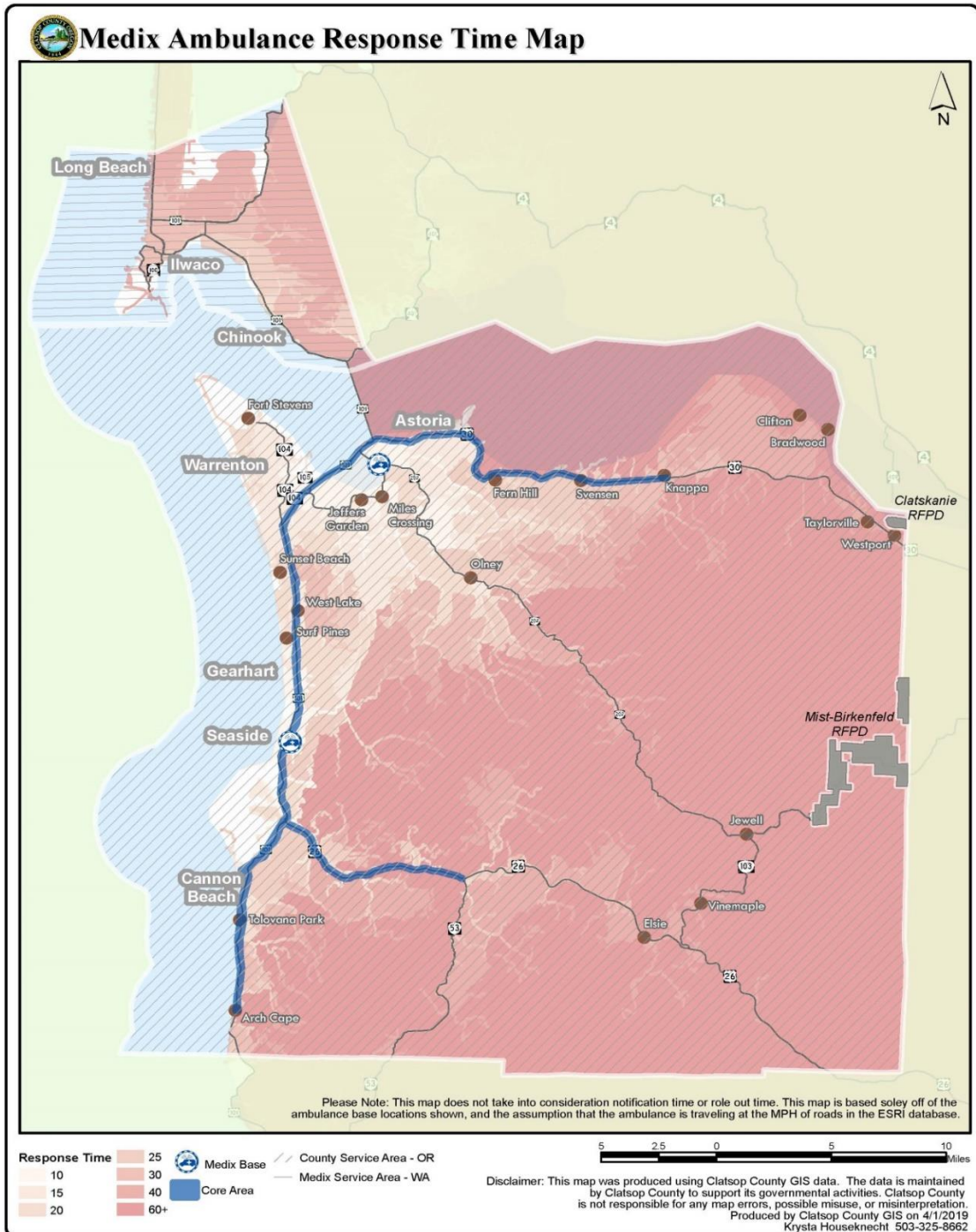
10. **Division** – The Oregon Health Authority, Department of Health and Human Services
11. **effective provision of ambulance services** – Ambulance Services provided in compliance with the Clatsop County Ambulance Service Plan.
12. **emergency care** – The performance of acts or procedures under emergency conditions in the observation, care and counsel of persons who are ill, injured or with 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. Emergency care does not include acts of medical diagnosis or prescription of therapeutic or corrective measures. (ORS 682.025)
13. **Emergency Medical Technician (EMT)** – A person who has received formal training in pre-hospital and emergency care and is state certified to attend any person who is ill, injured or who has a disability. Police Officers, Firefighters, Funeral Home employees, and other personnel serving in a dual capacity one of which meets the definition of EMT are Emergency Medical Technicians. (ORS 682.025)
14. **Emergency Medical Technician Intermediate (EMT Intermediate)** – A person who is certified by the Authority as an EMT Intermediate.
15. **Emergency Medical Technician Advanced (EMT Advanced)** – A person who is certified by the Authority as an EMT Advanced Paramedic.
16. **Emergency Medical Technician Paramedic (EMT Paramedic)** – A person who is certified by the Authority as an EMT Paramedic.
17. **Emergency Medical Responder (EMR)** – A person certified by the Authority.
18. **frontier** – Rural areas with a population density of six (6) or fewer people per square mile and isolated from population centers and services.
19. **health officer** – Designated Clatsop County Health Officer.
20. **HEAR Radio System** – Hospital Emergency Ambulance Radio System.
21. **license** – Those documents issued by the Division to the owner of an Ambulance Service and Ambulance.
22. **Mass Casualty Incident (MCI)** – An emergency medical incident with five (5) or more injured or ill persons to meet the requirements for scene and medical management as defined in EMS administrative rules MCI plan.
23. **medical director physician advisor** – Supervision Physician for EMS responders.
24. **notification time** – The length of time between the initial receipt of request for emergency medical service by either a provider or a PSAP and the notification of all responding emergency medical service personnel.
25. **owner** – The Person having all the incidents of ownership in an Ambulance Service or Ambulance vehicle or where the incidents of ownership are in different person, the person, other than a security interest holder or lessor, entitled to the possession of an Ambulance vehicle or operation of Ambulance service under the security agreement or a lease for a term of ten (10) or more consecutive days. (ORS 682.025(12))
26. **patient** – An ill, injured, psychiatrically unstable, pregnant, disabled person or any individual asking for medical assistance who may be transported to a hospital or treated on scene.
27. **pre-hospital care** – Care rendered by EMTs as an incident of the operation of an Ambulance prior to transport of the patient to a receiving hospital.
28. **provider** – Any public, private or volunteer entity providing EMS.
29. **provider selection process** – The process established by Clatsop County for selecting an Ambulance Service provider or providers.
30. **Public Safety Answering Point (PSAP)** – Also known as 911 Center, an agency that answers calls from citizens for emergencies involving request for Fire, Police, Coast Guard Rescue, or medical assistance.
31. **response time** – The length of time between the notification of each provider and the arrival of each provider's emergency medical service units at the incident scene.
32. **rural** – Those areas outside urban growth boundary of the cities located in Clatsop County.
33. **system response time** – The elapsed time from when the PSAP receives the call until the arrival of the appropriate provider unit(s) on scene.



## SERVICE AREA PROFILE

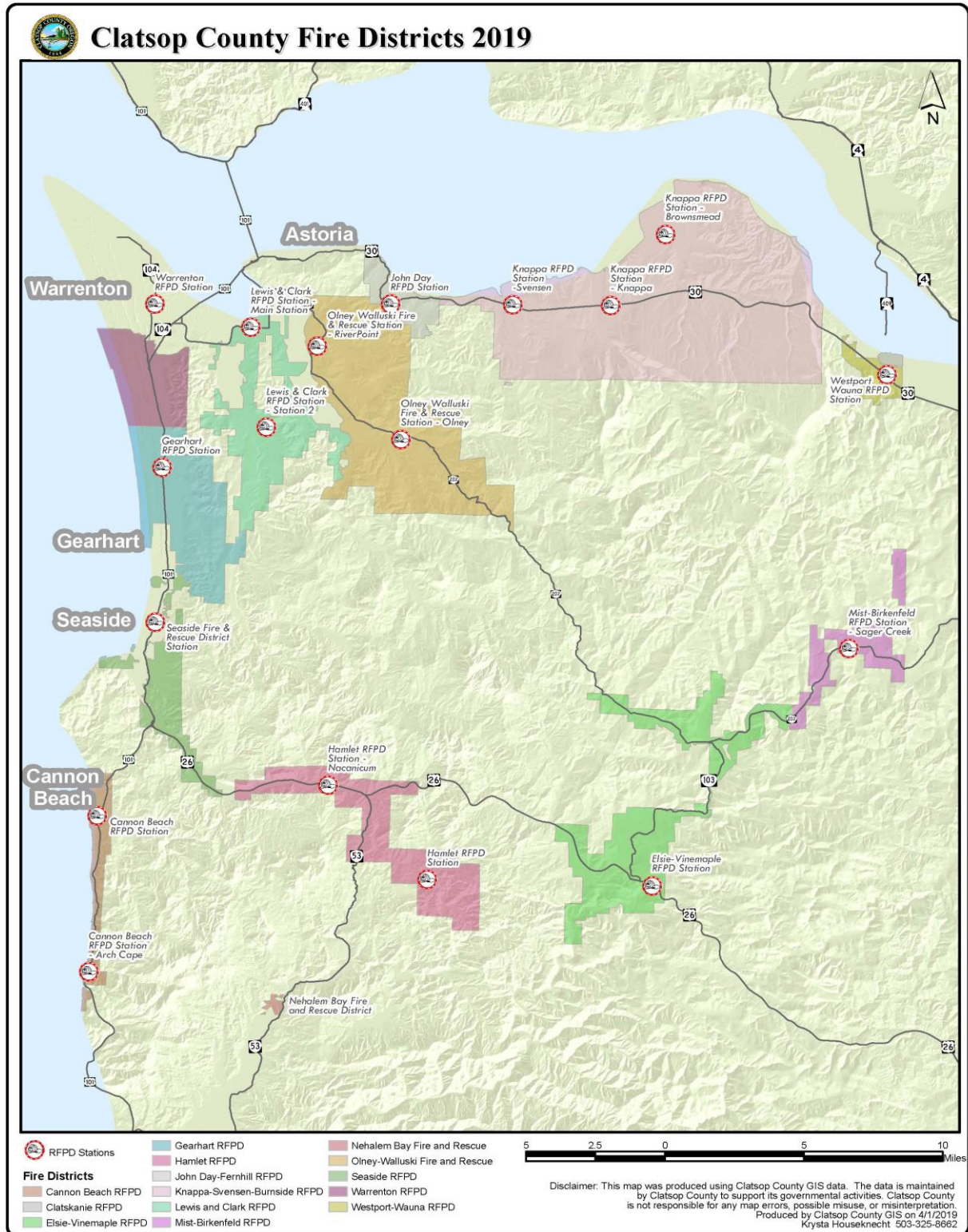
### **Ambulance Service Area**

Clatsop County shall consist of a single ASA. The frontier areas on the east side of Clatsop County (represented in gray) represent areas of the ASA that were transferred to the Columbia County ASA by agreement (Appendix F). This map also represents ASA Zone Boundaries and Response Times, which includes notification time, roll out time and provider response time. The 911 boundaries can be described as encompassing all of Clatsop County, and two dispatch centers (Astoria & Seaside) serve Clatsop County.



## Fire Departments / Districts

The city and rural fire agencies represented in this map on the following page have authority, responsibility and either complete or partial areas within the boundaries of Clatsop County.



## ***Boundary Descriptions***

### Zone 0      *Allow 10 minutes in the following areas:*

Includes most of Astoria, Seaside, Gearhart, and it extends to the following mile markers:

- North Core to
  - Hwy 30 to Emerald Heights/Tongue Point Junction
  - Hwy 101 to Warrenton end of New Young's Bay Bridge
  - Hwy 202 to MP 6 (just past Greenwood Cemetery)
  - Alt Hwy 101
    - All of Wireless Rd to Fort Clatsop/Airport Cutoff
    - Lewis & Clark Rd to MP 2.5 (Seppa Ln)
    - Young's River Rd to MP 2.5 (Binder Slough Ln)
- South Core to
  - Hwy 101 N to MP 17 (Highlands Rd, Gearhart)
  - Hwy 101 S to MP 24 (Johnson Rock Pit)
  - Lewis & Clark Rd to MP 10 (just past chlorine station)

### Zone 1      *Allow 15 minutes in the following areas:*

Includes most of Warrenton, Lewis & Clark, Walluski, John Day, Fernhill, Emerald Heights, and Tongue Point.

- Hwy 30 from Emerald Heights to MP 86.5 (Burnside Exit)
- Hwy 101 N from MP 6.5 (Warrenton side of Young's Bay) to MP 17 (Highlands Rd)
- Hwy 101 S from MP 24 (Johnson Rock Pit) to MP 28 (Old Hwy 101 just before 1<sup>st</sup> Cannon Beach exit)
- Hwy 26 from MP 0 to MP 4.
- Hwy 202 from MP 6 (just past Greenwood Cemetery) to MP 11 (Lillenas Rd near Klaskanie Fish Hatchery)
- Alt Hwy 101 from Fort Clatsop turnoff to Lewis & Clark Mainline (gravel road) at the chlorine station.
- Alt Hwy 101 Warrenton Airport turnoff
- Lewis & Clark/Logan Rds from MP 2.5 (Seppa Ln) to MP 10 (chlorine station)
- Young's River Rd from MP 2.5 (Binder Slough Ln) to MP 6 (end of Lewis & Clark Fire District)
- All beach accesses

### Zone 2      *Allow 20 minutes in the following areas:*

- Hwy 30 from MP 86.5 (Burnside Exit) to MP 83 (D&D, Koppisch Rd)
- Hwy 101 from MP 28 (just before 1<sup>st</sup> Cannon Beach entrance) to MP 31 (Silver Point)
- Hwy 202 from MP 11 (Lillenas Rd) to MP 14.5 (near Simmons Field) and to Youngs River Road at the intersection of Youngs River/Green Mountain Rds
- Hwy 26 from MP 4 to MP 9 (Hwy 53 Junction)

### Zone 3      *Allow 25 minutes in the following areas:*

- Hwy 30 from MP 83 (D&D, Koppisch Rd) to MP 80.5 (Valley Creek Rd)
- Hwy 202 from MP 14.5 (near Simmons Field) to MP 17.5 (just past California Barrel Rd)
- Hwy 101 from MP 31 (Silver Point) to MP 34 (Arch Cape)



- Hwy 26 from MP 9 (Hwy 53 Junction) to MP 13 (David Douglas Park)

**Zone 4**      *Allow 30 minutes in the following areas:*

- Hwy 30 from MP 80.5 (Valley Creek Rd) to MP 76.5 (near fish hatchery)
- Hwy 202 from MP 18.5 (just past California Barrel Rd) to MP 24.5 (Fish Hawk Falls)
- Hwy 101 from MP 34 (Arch Cape) to MP 38.8 (Oswald State Park)
- Hwy 26 from MP 13 (David Douglas State Park) to MP 17.5 (bottom of hill). Saddle Mountain Park is in this allowable area.
- Hwy 53 from MP 4.5 to MP 12.8

**Zone 5**      *Allow 40 minutes in the following areas:*

- Hwy 30 from MP 76.5 (near fish hatchery) to MP 69.5 (county line)
- Hwy 202 from MP 24.5 (Fish Hawk Falls) to MP 29.8 (Jewell)
- Hwy 101 from MP 38.8 (Oswald State Park) to MP 45.5 (County boat launch)
- Hwy 20 from MP 17.5 (bottom of hill) to MP 22 (Elderberry Inn)
- Hwy 53 from MP 12.8 to MP 17.8

**Zone 6**      *Allow 60 minutes in the following areas:*

- Hwy 30 from MP 69.5 (county line) →
- Hwy 202 from MP 29.8 (Jewell) →
- Hwy 101 from MP 45.5 (boat launch) →
- Hwy 26 from MP 22 (Elderberry Inn) →
- Hwy 103 Junction →
- Hwy 53 from MP 17.8 →

***Clatsop Notification / Emergency (Code 3) Response Times***

Response time levels, barring inclement weather or extraordinary conditions:

SERVICE	NOTIFICATION	RESPONSE TIME
Ambulance Service	Included in Response Time	By Zone for 90% of total calls as follows

**ON SCENE**

ZONE	0	1	2	3	4	5	6
MINUTES	10	15	20	25	30	40	60

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

1. Information received from the public, dispatch center, pre-hospital care providers, hospitals or County EMS Administration.
2. Types of information received are written or verbal feedback, patient care reports, radio transmissions tapes, notification and response time incident reports and trauma registry forms.

***Alternatives to Reduce Response Time***

Methods of cooperation and coordination to ensure timely and appropriate responses are thoroughly described throughout this plan.

Heavily forested, mountainous terrain, winter weather conditions, Zone 6 boundaries or frontier areas of Clatsop County present difficult access and long response times for ground ambulances. In those situations, when an urgent response is needed, the on-scene incident commander may elect to call the nearest appropriate ground ambulance, rotary, air ambulance, or Coast Guard.

A potential increase in response time to the frontier areas is due to the limited number of locations where ambulances are located within Clatsop County. If existing Ambulances in Clatsop County are already responding to an incident, response times to subsequent incidents may be delayed.

Significant population growth in frontier areas should trigger consideration of placement of remote ambulance and mutual aid agreement contracts.

## SYSTEM ELEMENTS

### ***911 Public Safety Answering Point (Dispatch)***

Clatsop County is served by two public safety answering points (PSAP). The Seaside PSAP is managed by the Seaside Police Department and generally served the southern half of the county to include the cities of Cannon Beach, Seaside and Gearhart, and the unincorporated communities of Hamlet and Arch Cape. The Astoria PSAP is managed by the Astoria Police Department generally serves the northern half of the count, which includes the cities of Warrenton and Astoria along with the unincorporated communities of Jewell, Elsie-Vinemapple, Knappa, Svensen, Burnside and Westport. The franchise holder, Medix, maintains its own dispatch center located at its facility in Warrenton.

Upon request for medical assistance, the PSAP simultaneously dispatches the closest fire department first responder unit and advises the ambulance franchise holder's dispatch center. Connected by an electronic CAD interface, the franchise holders' dispatch functions as a secondary dispatch center which selects and assigns an ambulance to the call. With the use of a secondary ambulance dispatch center, it is acknowledged that a negligible, but measurable, delay does occur in the dispatch of ambulances to 911 calls.

The offset to these delays is the ability to better manage and utilize ambulance resources. Actual dispatch processing and performance is closely monitored and tracked, internally by the dispatch centers. A transparent and secure method of data capture and transmission is the source for performance monitoring and provides the foundation for a verifiable and auditable quality measurement for the entire dispatching process.

### ***Pre-arranged Non-emergency Transfers and Inter-facility transfers***

The Oregon Administrative Rules (OAR 333-260-0070 (3)) allow for the Board to designate one or more non-emergency ambulance provider in each ASA.

In compliance with the rule, the Board has and will designate only one emergency ambulance provider for each ASA. Each of these designated emergency ambulance providers are also authorized to provide non-emergency ambulance service within their assigned ASA.

The Board recognizes that other non-emergency ambulance providers exist and may provide non-emergency ambulances service within the County. However, the designated ASA ambulance service provider shall have the first right of refusal for all non-emergency and inter-facility transfers that originate within their assigned ASA, except in the case of extremely specialized services (neonatal 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 alternate service is available.

### ***Level of Care***

The designated Ambulance franchise holder operating in Clatsop County shall be staffed as follows:

<b>LEVEL</b>	<b>DRIVER</b>	<b>CARE PROVIDER</b>
Basic Life Support	EMR, or higher	EMT or Paramedic
Intermediate Life Support	EMT, or higher	EMTI, AEMT, Paramedic
Advanced Life Support	EMT, or higher	Paramedic / or RN

### ***Personnel***

When operating an ambulance in Clatsop County all personnel must meet the requirements of ORS 682.205 (2)(3) and ORS 682.335. The practice of staffing an ambulance on a part-time basis with EMTs certified to a higher level of care than is possible at other times does not constitute a requirement that the ambulance provide the same level of care on a regular basis.

### ***Medical Supervision***

Each EMS agency utilizing EMTs shall be supervised by a Physician Advisor / Supervisor licensed by the State of Oregon, registered and in good standing with the Oregon Medical Board as a Medical Doctor (MD) or Doctor of Osteopathic (DO) Medicine. The Physician must also be approved by the Oregon Medical Board as a Medical Doctor.

Each EMS agency or Ambulance service may have its own Medical Director. The Medical Director shall comply with OAR requirements. Columbia Memorial Hospital, Astoria (CMH) is the level IV Trauma Center for Clatsop County as designated by the State of Oregon. All trauma patients meeting trauma system entry criteria for either mandatory or discretionary entry into the Oregon trauma system will be taken to CMH. In accordance with ATAB guidelines/protocols, a patient may be transported from East of Hwy 26 milepost marker 18 to Legacy Emanuel Hospital for stabilization or treatment, unless life threatening injuries require the services of the closest Emergency Department.

In the event of an MCI, patients will be divided equally among hospitals in North and South counties or closest hospital as indicated for treatment and stabilization. A MCI declaration will be used at the discretion of the on-scene Incident Commander. MCI patients will be triaged on scene and sent to hospitals in an equal division of patient care "load" in order to not cause the hospitals to surge unless volumes of patients involved in the MCI exceed Emergency Department bed and staffing capacity.

### ***Patient Care Equipment***

Patient Care Equipment used by Ambulance Services must meet or exceed OHA requirements. The Ambulance Service provider shall maintain a list of equipment for their ambulance which shall be submitted to the Committee upon request.

### ***Vehicles***

All Ambulances must either be a Type I, II or III and be licensed by the Oregon Health Division. All Ambulances must meet or exceed the requirements as set forth in OAR 333-260-0050. A list of each provider's Ambulances shall be furnished to the county upon request.

### ***Training***

EMT recertification and continuing medical education shall be obtained through in-house training programs and seminars that are sponsored by local or State EMS agencies or teaching institutions.

All EMT training must meet or exceed the requirements as set forth in OAR 333-260-0050. All EMTs employed by the Ambulance Service Franchise owner shall be trained in Incident Command System (ICS) with levels commensurate with response levels.

### ***Structure***

The Committee shall review the ASA Plan every five (5) years or sooner if State regulatory rules have changed. The Committee shall also review applications from Ambulance Service providers; provide information to the Board from pre-hospital care consumers, providers and the medical community; and perform such other duties related to the Clatsop County Ambulance Service District as directed by the Board. The ASA Advisory Committee shall be comprised of the following recommended members:

1. County Health Officer or Public Health Director
2. A Physician familiar with EMS
3. Fire Department representative
4. ASA Franchise agreement representative
5. Registered Nurse who has worked in the Emergency Department
6. Four (4) citizens not associated with the EMS system.

### ***Quality Assurance***

The Ambulance Service Area Advisory (ASAA) Committee will meet at least quarterly. The primary responsibility for maintaining a high standard of quality emergency medical service is assigned to the Franchised Ambulance provider, which shall establish and conform to standard operating procedures and medical protocols set by the State of Oregon. The Franchise Ambulance service provider shall establish a written procedure for addressing questions or complaints (QA) about delivery of service. The procedure shall require that issues presented to the provider be addressed at the appropriate level: Supervising Physician and or Ambulance Service Manager or the providers' governing body. Any issue not resolved to the satisfaction of the presenter by the Ambulance Service provider or governing body may then be submitted to the ASA advisory committee, which after preliminary review, may conduct an investigation. The Franchise owner shall provide to the Committee twice yearly statistical data pertinent to Franchise Holders compliance with response guidelines as outlined in the County ASA Plan.

### ***Sanctions for Providers***

Whenever the Committee finds a provider in violation of the plan, Oregon Administrative Rules or Oregon law, it shall provide written notice to the provider who shall have thirty (30) days to comply. If the Committee thereafter finds the violation continuing, it shall notify the Clatsop County Board of Commissioners with its findings and recommendations for corrective action. Corrective action may include termination of the provider's authority to operate within the County.

## **COORDINATION**

The Board has the authority to assign an ASA within Clatsop County as set forth in OAR 333-260-0060. 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. Cities have the authority to develop and apply Ambulance licensing ordinances within their jurisdictional boundaries and nothing in this plan is intended to supersede that authority.

Revisions to this plan and proposals for assignment changes are the responsibility of the Clatsop County Board of Commissioners. The County Board shall receive all requests for changes and forward the requests to the Committee for review and recommendations. The Board has the authority to review service provider records and initiate an assignment, change of service area, and revocation of the franchise. The complaint review procedure is contained in the Quality Assurance narrative.

### ***Mutual Aid Agreements***

The Ambulance Service provider may sign Mutual Aid Agreements with providers in adjoining counties and the State of Washington to respond with needed personnel, medical transport and equipment in accordance with the agreement.

All requests for Mutual Aid shall be made through the appropriate PSAP or in the case of an MCI the Incident Commander on scene can request additional services.

All Mutual Aid agreements will be reviewed and modified as needed by mutual consent of all parties. All Mutual Aid agreements will be filed with the County Manager's Office and listed in Appendix D.

### ***Disaster Response***

The Director of the County Emergency Management office shall coordinate the EMS medical function of disaster planning with the providers. Ambulance provider personnel faced with an MCI shall examine the situation in terms of its potential or actual magnitude of disaster and request any appropriate additional resources that may be available.

### ***Non-Ambulance and Out-of-County Resources***

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 the appropriate PSAP to the county. The Director of Clatsop County Emergency Management shall be responsible for locating and coordinating all County EMS resources in collaboration with the Franchise holder of the ASA any time that the Clatsop County Emergency Operations Plan is implemented.

### ***Mass Casualty Incident (MCI) Plan***

The director of the County Emergency Management Division will include Clatsop County emergency plan in the coordination of response activities relating to mass casualty incidents within Clatsop County. The holder of the Ambulance Franchise for Clatsop County ASA shall maintain a current MCI plan (Appendix B) submitting a copy to the County. This Ambulance MCI plan shall be reviewed and updated every five (5) years or more often as indicated. Ambulance Franchise holder will also have EMTs / Paramedics maintain NIMS training and ICS 100-200 training for MCI and Disaster response. The plan is 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 or at the request of the County Health Officer.

## **EMERGENCY COMMUNICATION AND SYSTEMS ACCESS**

### ***Telephone Access***

All of Clatsop County has 911 emergency telephone access. All calls are answered at the designated PSAP. Medical calls are transferred to the providers dispatch center where pre-arrival



instructions are given and the ambulance is dispatched. A list of contact information updated annually by the Clatsop County Fire Defense Board is found in Appendix C.

### ***Dispatch and Radio Procedures***

The County ASA Franchise provider will establish and maintain standard radio operating procedures that are compatible with PSAP procedures. Transport communications with hospitals in Clatsop County and Pacific County are done via the HEAR (Hospital Emergency Ambulance Radio) System. Clatsop County will maintain communications with ambulance provider, fire, law enforcement, and hospitals via VHF interoperable radio system. In the instance of a disaster and radio systems become inoperable, HAM radio communications are utilized or any other means of communication. A radio matrix updated annually by the Clatsop County Fire Defense Board is found in Appendix C.

### ***Emergency Medical Services Dispatcher Training***

All EMS dispatchers shall successfully complete an Emergency Medical Dispatch (EMD) training course as provided by law and provider policies.

## **PROVIDER SELECTION**

### ***Initial Assignment of Existing Ambulance Service Provider(s)***

The initial assignment under the Clatsop County Ambulance Service agreement plan is made to: MEDIX AMBULANCE SERVICE INC. Medix Ambulance Service Inc. is required to meet the standards contained in this plan, specifically those standards outlining efficiency and effectiveness, within six (6) months of the date of implementation of this plan.

### ***Reassignment of an ASA***

In the event that a reassignment of an ASA is necessary, a written recommendation shall be made to the Board. The 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.

### ***Application Process for Applying for an ASA***

Application for an ASA shall be made in writing to the County Board or Committee in the form of a RFP (Request for Proposal). The ASA Advisory Committee shall establish a fair and neutral selection process to be presented to the Board for consideration and or action by the Board. Any ASA Committee member who may have a conflict of interest in this process shall declare such conflict and abstain from voting in the selection process. The ASA will be assigned to the provider who demonstrates that the proposal is the most financially practical and is likely to deliver the best quality of service. This process will be done via a submission by applicants for the Franchise via an RFP with public notice given that the RFP process has begun ninety (90) days prior to acceptance of applications for the ASA Franchise contract.

Minimum criteria for an application for an ASA shall include the following:

1. Name and address of the person or organization applying for the assignment of an ASA.
2. Statement of which ASA the person or Corporation desires to serve and the location from where the Ambulances will be provided.
3. A list of vehicles to be used in providing Ambulance services, including year, make and model and verification that the Ambulances are licensed by the Oregon Health Authority.
4. A current list of EMT / Paramedic certificate numbers and certification levels of those persons staffing Ambulances for Basic, Intermediate and Advanced Life Support transport.

5. Proof of liability insurance.
6. Documentation of probability of doing business in Clatsop County for the duration of the ASA agreement terms.
7. Sufficient additional information as deemed necessary by the Committee or the Board to allow for review of the application in light of the review criteria established by the Committee.

#### ***Notification of Vacating an ASA***

In the event that the ASA Franchise holder Medix Ambulance Service, Inc., wishes to vacate their ASA Franchise agreement, the provider shall provide at least ninety (90) days written notice to the Clatsop County Board of Commissioners.

#### **Maintenance of Level of Service**

In the event that an ASA provider is unable to comply with the standards promulgated for the ASA by this plan, the provider Medix Ambulance Service, Inc., will notify the Board of Commissioners in writing of its inability to comply, identifying which standards are involved. The Board will determine if other qualified and compliant providers are available. If the Board determines there are no other qualified providers, it will apply to the Oregon Health Authority for a variance from the standards allowing Ambulance service by the existing provider.

#### ***Clatsop County Ordinance***

The Clatsop County Board of Commissioners shall adopt an Ambulance Service Area ordinance (Appendix E) that includes criteria for administering the Clatsop County Ambulance Service Area plan; limiting Ambulance services that may operate in the county; establish an application process; Ambulance Franchise Terms; enforcement; prevention of service interruption; appeals abatement and penalties; Franchisee duties; and establishing membership and duties of the ASA Advisory Committee.

## APPENDIX A

### PERSONNEL AND EQUIPMENT RESOURCES

The following additional local personnel and equipment resources are available to support the Ambulance Service provider.

ROTARY AIR AMBULANCE	PHONE	LOCATION
142 <sup>nd</sup> AIR AMBULANCE (TRANSPORT ONLY – OREGON NATL GUARD)	911 DISPATCH	SALEM, OR
AIR LINK	541.382.4321	BEND, OR
EMERGENCY AIR LIFT	800.804.4911	NORTH BEND, OR
LIFE FLIGHT NETWORK	800.452.7434	LONGVIEW, WA AURORA, OR ASTORIA, OR NEWPORT, OR
REACH AIR MEDICAL	800.338.4045	ROSEBURG, OR
USCG SECTOR COLUMBIA RIVER	503.861.6211	AIR STATION ASTORIA

FIXED WING AIR AMBULANCE	PHONE	LOCATION
142 <sup>nd</sup> AIR AMBULANCE (TRANSPORT ONLY – OREGON NATL GUARD)	911 DISPATCH	SALEM, OR
AIR LINK	541.382.4321	BEND, OR
EMERGENCY AIR LIFT	800.804.4911	NORTH BEND, OR
LIFE FLIGHT NETWORK	800.452.7434	AURORA, OR DALLESPORE, WA RICHLAND, WA MOSES LAKE, WA
MERCY FLIGHT	800.786.3729	MEDFORD, OR
PREMIER JETS – LIFE GUARD	503.681.8510	HILLSBORO, OR

GROUND ONLY AMBULANCE	PHONE	LOCATION
CLATSKANIE RFPD	503.728.2025/911	CLATSKANIE, OR
COLUMBIA RIVER FIRE & RESCUE	503.556.3672	RAINIER, OR
GRAYS RIVER AMBULANCE	911	GRAYS RIVER, WA
KNAPPA-SVENSEN-BURNSIDE FIRE	911	KNAPPA, OR
METRO WEST AMBULANCE	503.648.6657	HILLSBORO, OR
MIST-BIRKENFELD RFPD	503.755.2710	MIST, OR
NASELLE AMBULANCE	911	NASELLE, WA
PACIFIC COUNTY FIRE DISTRICT 1	911	NASELLE, WA
TILLAMOOK COUNTY HOSPITAL	503.842.4444	TILLAMOOK, OR

HAZARDOUS MATERIALS RESPONSE (HAZMAT)	PHONE	LOCATION
CHEMTREC – CHEMICAL EMERGENCIES	800.424.9300	PORTLAND, OR
HAZMAT 11 TEAM (OSFM)	911	ASTORIA, OR

SEARCH & RESCUE	PHONE	LOCATION
CLATSOP COUNTY SHERIFF	503.325.8635/911	WARRENTON, OR
OREGON CIVIL AIR PATROL	888.407.4193	PORTLAND, OR
USCG SECTOR COLUMBIA RIVER	503.861.6211	WARRENTON, OR

SPECIALIZED RESCUE	PHONE	LOCATION
HIGH ANGLE RESPONSE TEAM (HART)	911	WARRENTON, OR
UNDERWATER RECOVERY TEAM (URT)	911	WARRENTON, OR
USCG SECTOR COLUMBIA RIVER	503.861.6211	WARRENTON, OR

EXTRICATION TOOLS	PHONE	LOCATION
ASTORIA FIRE DEPARTMENT	911	ASTORIA
CANNON BEACH RFPD	911	CANNON BEACH
CLATSOP COUNTY PUBLIC WORKS	503.325.8631	ASTORIA
ELSIE-VINEMAPLE RFPD	911	ELSIE
GEARHART FIRE DEPARTMENT	911	GEARHART
HAMLET RFPD	911	HAMLET
KNAPPA-SVENSEN-BURNSIDE FIRE	911	KNAPPA
LEWIS & CLARK RFPD	911	ASTORIA
OLNEY-WALLUSKI RFPD	911	OLNEY
SEASIDE FIRE DEPARTMENT	911	SEASIDE
WARRENTON FIRE DEPARTMENT	911	WARRENTON
WESTPORT RFPD	911	WESTPORT

**APPENDIX B**  
**MEDIX AMBULANCE**  
**MASS CASUALTY INCIDENT PROTOCOL**  
**08/29/13**

**PURPOSE:**

The Mass Casualty Incident (MCI) Protocol outlines the response policies and procedures for Medix Ambulance Service Operations and Com-Center in the event of a disaster or accident, natural or manmade, which creates a large influx of patients that has the potential to overwhelm available resources.

**POLICY STATEMENTS:**

During a MCI Medix will conduct operations to provide immediate resources, minimize the loss of life through prompt medical treatment in the field, and coordinate on scene activities with medical facilities and other resources. Medix is in charge of patient care at all times. It is at the discretion of the Paramedic to use any part of or all of this MCI Protocol. Depending on the size and/or type of incident, the filling of all sector positions may not be necessary or they may be combined so that one person fills more than one position. There is no intent for the MCI Protocol to override the common sense and good judgement of the Paramedic in Charge.

The trauma system is not to be used for a MCI.

Medix will function with in the Incident Command system.

**CRITERIA:**

A Mass Casualty Incident is a condition that exists when an extraordinary demand is placed upon Medix Ambulance which cannot be met with available resources. The response to a MCI requires a plan for providing care to a large number of persons in order to enhance the preservation of life and limb. Criteria for utilization of the MCI protocol must be not only the number of patients, but also the type and extent of injuries anticipated compared to the immediate resources available at the hospitals.

The MCI Protocol will be used to coordinate incidents involving:

**3 OR MORE CRITICAL PATIENTS**

**5 OR MORE COMBINATION OF CRITICAL AND NONCRITICAL PATIENTS**

**8 OR MORE NONCRITICAL PATIENTS**

**Trauma System Does Not Apply**

The MCI Protocol is organized into pre-planned responses of various EMS personnel and vehicles needed to mitigate multiple patient incidents involving different numbers of patients.

Medical Branch plan selection is based on the following levels.

<u>PLAN</u>	<u>PATIENTS</u>	<u>VEHICLES</u>
Level 1	5 – 10 patients	2 – 4
Level 2	11 – 20 patients	4 – 6
Level 3	21 – 30 patients	6 – 10
Level 4	31 – 40 patients	10 – 15

The MCI Protocol is a plan to be used by all emergency medical service providers in their delivery of patient care in multiple patient incidents. Although the MCI Protocol only addresses the EMS aspect of an incident and the Medical Branch of the Incident Command System, it is easily integrated with fire suppression and any incident management system, rural or urban. The MCI Protocol also enables EMS providers from one area to easily integrate with EMS providers from other areas. Fire personnel should become familiar with the MCI Protocol as they will play a critical role in the mitigation of such incidents.

#### **DEFINITIONS:**

**Advanced Life Support (ALS) unit:** A ambulance staffed by at least one Oregon certified Paramedic as defined in ORS 677.610 (1)

**Basic life support (BLS) unit:** An ambulance staffed by at least one Oregon certified EMT-B

**Communications Supervisor:** The EMT who coordinates all communications on scene, between hospitals, and with Com-Center under the direction of the Incident Commander or Medical Sector Coordinator (Task Card)

**Critical Incident Stress Debriefing (CISD):** A confidential discussion organized and performed by a critical response team (CRT) composed of responders, peers, and mental health professionals. The CRT responds to agencies regarding any situation faced by emergency service personnel that caused them to experience unusually strong emotional reactions which may have the potential to interfere with their ability to function either at the scene or later.

**Disaster:** A medical disaster is a situation that overwhelms and exceeds the treatment capabilities of locally available resources.

**Emergency Operation Center:** A facility established and equipped to perform coordination functions in support of the incident.

**Immediate Danger Zone:** The area immediately surrounding the incident in which there is a potential danger to life.

**Incident Commander:** The individual (EMS, Fire, or Law enforcement) who is in overall control of the scene. The role is assumed by the first responding senior person and is transferred to the most appropriate agency as the incident is defined.

**Incident Command Post:** A marked location to be designated by the Incident Commander where representatives from Fire, Law Enforcement, EMS and other appropriate agencies coordinate strategy and field response.

**Landing Zone:** The area for helicopter landing. (Task Card)

**Medical Resource Hospital:** The hospital that is closest to the incident Medical Sector Coordinator.

**Morgue:** The area designated by Medical Sector Coordinator, after consultation with the Medical Examiner, where deceased victims will be taken.

**Patient Loading Zone:** The area adjacent to the Primary Treatment area where transport units from the Staging Area will load patients under the direction of the Transportation Supervisor.

**Staging Area:** The place where arriving resources (equipment, vehicles, personnel) can be assembled in close proximity to the scene.

**Transportation Supervisor:** The person responsible for the loading of patient-based priority (Task Card)

**Triage:** A method of tagging patients for priority treatment and is an ongoing process.

**Triage Supervisor:** An experienced EMT/Paramedic that coordinates the triage and tagging of patients for priority treatment (Task Card)

**Triage Tag:** A multicolored tie on tag used to indicate the treatment priority of patients according to the severity of the injury. The Triage Officer will assign tags corresponding to the following colors: Black is Priority 0, Red is Priority 1, Yellow is Priority 2, Green is Priority 3.

The Triage tag will stay with the patient through hospital admittance.

## **ACTIVATION**

Conditions exist on one or more incidents that meet MCI criteria. At that time on scene personnel activate MCI. Com-Center will notify the Operations Supervisor, Admin, both 911 dispatch centers, Providence Seaside and Columbia Memorial Hospitals, and follow Com-Center MCI plan.

Overall command of a MCI is the responsibility of the initial responding agency that provides the most appropriate level of experience and knowledge. The first senior Paramedic or EMT arriving on scene will assume command. If command is already established then the first arriving senior Paramedic or EMT should be assigned or assume the role of EMS Command and establish the Medical Group. Care should be taken to utilize Task Checklist.

The other crew Paramedic or EMT should be assigned or assume the role of Triage Group Supervisor and proceed with triage. Triage personnel should use the START method of triage and tag patients accordingly. Other Groups (Treatment, Transportation) will be staffed as deemed necessary and personnel become available.

All vehicles responding to the MCI should contact Incident Command or the Medical Group for assignment and appropriate instructions. Once arriving on scene every effort should be made to route all personnel and vehicles through Staging so that the PASSPORT system may be used for personnel accountability and vehicle availability.

Medical Command and/or the Transport Group Supervisor should be the only personnel to contact area hospitals with patient information. This will eliminate unnecessary confusion.

Notification to potential receiving hospitals at the earliest possible time is essential. Ambulances should not communicate directly with receiving hospitals unless absolutely necessary.

## **COMPONENTS**

The various functions and components of Medix's MCI Protocol are described below and are also printed on Task Cards for use on scene:

- Incident Command
- Medical Sector Coordinator
- EMS Resource Supervisor
- Triage Supervisor
- Treatment Supervisor

- Transportation Supervisor
- Light Extrication Supervisor
- Ambulance Staging Area
- Helicopter Landing Zone
- EMS Communications
- Treatment Area

### **MEDICAL SECTOR COORDINATOR**

Medical Sector Coordinator role will be assumed by the first qualified EMT/Paramedic on scene, and coordinates all on-scene EMS activity with the Incident Commander:

1. Estimates magnitude of the scene to assess resource requirements.
2. Broadcasts incident information over Medix frequency.
3. Refrains from hands on treatment. But may need to perform Tasks until adequate staffing levels are met.
4. Maintains a multi-patient worksheet.
5. Coordinates all activity with Incident Command.
6. Assigns Task Cards for Communications, Triage, Treatment, Transportation, and other Task Cards that apply to the scene.
7. Distributes Identification Vests, provides Triage Tags.
8. Makes personnel changes as necessary.
9. Assures that Task assignments are fulfilled.
10. Monitors scene time and available resources.

### **EMS COMMUNICATIONS**

The person responsible for EMS Communications should have very strong communications skills to relay information to and from Incident Commander, Medical Sector Coordinator, Medix Com-Center, HEAR system, and other agencies that may be involved.

1. Establish a location to serve as communication center.
2. Must have a multi-channel radio with the frequencies for the above agencies. It may be necessary to have multiple radios to effectively monitor all frequencies.
3. When possible locate communications center next to EMS resource area.
4. Maintain multi-patient worksheet.
5. May need to appoint an assistant depending on workload.
6. Confirm and/or advise Medix Com-Center dispatch of the following:
  - The exact location of the incident
  - The type of incident
  - Environmental concerns
  - Number of ALS ambulances needed
  - Immediate danger zone
  - Staging Area
  - Recommended routes to and from scene
  - Approximate number of patients
7. Consider assigning Channel 15 (152.450) to Transportation.
8. Keep in constant contact with Com-Center and/or area hospitals to determine patient load.

Goal is to provide a smooth flow of information and to confirm and relay the needs of various groups under the control of the Medical Sector Coordinator.

All ground EMS communications will use Medix frequency (155.220)

Patient information relayed to the hospitals will use HEAR frequency (155.340)

Helicopter communications will use HEAR frequency (155.340)

Incident Commander will operate on their agency's frequency. Any ambulances not equipped to access Medix frequency will use HEAR and be advised to restrict radio traffic.

### **TRIAGE SUPERVISOR**

Triage Supervisor is an experienced EMT/Paramedic on the first arriving ambulance or first response unit. After assessing the scene and making the proper notification the Triage Supervisor shall be responsible for scene triage. The triage Supervisor may be assisted by other agencies. If it becomes necessary for the first in Paramedic to transport a critical patient, they should assure that the duties of Triage Supervisor have been assumed by a qualified responder.

Patients will be triaged using a four colored tag system.

Triage Priority Colors:

- **Black** - Priority 0 - Expired or no chance of survival before delivery to a hospital.
- **Red** - Priority 1 - Critically ill or injured patient who needs immediate treatment.
- **Yellow** - Priority 2 - Not currently life threatening, but could deteriorate if treatment is unduly delayed.
- **Green** - Priority 3 - Requires medical attention, but not immediate treatment.

Triage tags should be secured preferably to the patients' uninjured ankle or wrist. When securing tags to the wrist leave the attachment line loose enough that it can be moved up or down the arm to accommodate an IV line but tight enough so that it will not slide off the wrist. Do not secure tags to belts or clothing.

Functions of the Triage Supervisor include, but are not limited to the following:

1. Do rapid triage.
2. Estimate number of patients and types of injuries.
3. Give this information to the Medical Sector Coordinator and the Communication Group.
4. Start prioritizing patients with Triage tag placement. Get assistance if necessary.
5. Confer with Medical Sector Coordinator to establish extrication teams.
6. Have all patients that are capable of walking go to an area that the Triage supervisor has designated.
7. Ensure that no unnecessary equipment is brought into the scene where patients are located.
8. Ensure extrication teams are removing patients as per tags, and upgrade patients as necessary.
9. When all patients have been removed to treatment area, report to Medical Sector Coordinator.



Triage priorities should follow the guidelines listed below:

**BLACK TAG - Priority 0 Patients** - those persons obviously dead or with wounds so severe that death appears reasonably certain even if Paramedic level treatment was initiated.

1. Massive open skull fractures with brain tissue showing.
2. Third degree burns of 80% or more of the body.
3. Massive crushing Injuries to chest, abdomen, and pelvis with very faint vital signs.

**RED TAG - Priority 1 Patients** - Critically ill or injured that need immediate treatment:

1. Cardiac arrest.
2. Respiratory Distress, intubated, and/or assisted ventilations.
3. Severe blood loss.
4. Unconscious and/or unresponsive.
5. Severe hypotension or unstable vital signs.
6. Open chest or abdominal injuries.
7. Burns involving the respiratory tract.
8. Severe medical problems induced by the accident.
9. Major fractures such as pelvis or flail chest.
10. Head injury with Glasgow of < 10.
11. Status Epilepticus

**YELLOW TAG - Priority 2 Patients** - Not currently life threatening, but may be if treatment is unduly delayed

1. Severe burns.
2. Moderate blood loss.
3. Multiple fractures.
4. Spinal column injuries.
5. Injuries that do not allow the patient to walk.

**GREEN TAG - Priority 3 Patients** - ambulatory patients who can walk and/or treat themselves:

1. Minor fractures.
2. Minor burns.
3. Other minor injuries.
4. Psychological or emotional problems.

There is a fine line between the obviously mortally injured (dying) patient and a seriously injured patient who may survive if Paramedic level treatment is initiated. If an incident involves only a single patient who appears mortally injured enough manpower and equipment is normally available to totally commit crews to that patient. However, as the number of seriously injured patients' increases, trained manpower and equipment may become extremely limited. Under these circumstances mortally injured patients may need to be Black Tagged as Priority 0 with no treatment administered, while available resources concentrate on treating a large number of salvageable patients.

Once tagged, Priority 0 patients should not be moved unless it is necessary to treat other patients. Those that must be moved should be covered and placed in an out of the way location. If possible, mark the position of the body before moving.

### **LIGHT EXTRICATION SUPERVISOR**

Light Extrication Supervisor works with the Triage Supervisor and delegates the task of removing patients from the incident site, in priority, to the treatment area. Patients may be in a hazardous environment and may require triage after removal.

1. Coordinate activity with the Medical Sector Coordinator for personnel and equipment.
2. Move patients directly to treatment area and notify the Treatment Supervisor of their arrival.
3. May need to assign team leaders to form small groups to perform these tasks.
4. Updates Medical Sector Coordinator of progress or delays.

Do not remove Black Tag - Priority 0 patients unless required to do so to reach patients in other priority groups. If possible mark location of body before removal to morgue area.

### **TREATMENT SUPERVISOR**

Treatment Supervisor is responsible for the medical treatment rendered prior to transport.

1. Will establish treatment areas, outside of the immediate danger zone.
2. Mark treatment areas clearly divided into three areas:
  - Immediate, the highest priority patient requiring the highest priority transport
  - Delayed, patients requiring BLS care only, if ALS care is needed upgrade to immediate
  - Ambulatory, patient needing little to no care, with limited monitoring by BLS personnel
3. Coordinate small treatment groups within treatment areas, assigns team leaders to supervise groups of 4 to 7 medical personnel.
4. Will request resources through the EMS Resource Coordinator.
5. Advises Transportation Supervisor when patient is ready for removal from treatment area and the level of care required during transport.
6. Updates Medical Sector Coordinator of progress or delays.
7. Makes personnel changes in the treatment groups as needed, personnel not assigned to a duty must be told to return to resource.

### **TRANSPORTATION SUPERVISOR**

Transportation Supervisor establishes a patient loading zone. Consider proximity to the treatment area and ambulance approach and exit routes.

1. Receives constant information from Communications Supervisor on hospital availability and destination.
2. Assigns patients from the treatment area to ambulances. Multiple patients may be transported in one vehicle. Avoid loading more than 1 critical per unit if possible.
3. Supervises the actual loading of patients.
4. Once patients are loaded tells Communications Supervisor the ambulance unit, number and type of patients, and tag number from the triage tag.
5. If extra medical equipment is needed requests it from Medical Sector Coordinator.

6. Request ambulances from EMS staging as needed, specifies ALS or BLS.( Assures appropriate staffing of unit)
7. Do not allow patients to stack up in loading zone.
8. If necessary, delegates the loading of ambulatory patients into buses.
9. Update Medical Sector Coordinator of progress or delays.

### **EMS RESOURCE SUPERVISOR**

EMS Resource Supervisor is responsible for establishing an area to centralize unassigned personnel and equipment in an organized manner. This should be outside of the immediate danger zone.

1. When requested from various group supervisors, send personnel and/or equipment to designated area.
2. Informs personnel when assigned task is completed to return to resource area.
3. Requests additional personnel and/or equipment from the Medical Sector Coordinator.
4. Keeps radio traffic brief.
5. May be requested to establish an ambulance staging area, helicopter landing zone, or other related assignments.
6. Assess personnel for possible need of rehab.

### **STAGING AREA**

Designate area for all unassigned vehicles, equipment, and personnel.

1. Area large enough to stage the required number of unassigned ambulances
2. Exact location and proper entrance/exit should be relayed to Medical Sector Coordinator.
3. Area should be away from the incident location and established so it does not impede other emergency vehicle traffic.
4. Ambulances or rescues in this area will move up only when requested. All personnel shall stay in vehicle.
5. Ambulances will notify the Communications Supervisor upon arrival and their ALS or BLS status.

### **HELICOPTER LANDING ZONE**

1. An area not closer than 300 feet from treatment area with a minimum of 100 feet clearance in all directions daytime and 200 feet at night.
2. Landing zone must have a flat surface free from trees, brush, power lines and poles, vehicles, bystanders, antennas, structures, unlevel or unstable ground, etc.
3. Mark landing area with five lighting devices one on each corner and one to mark wind direction.
4. Avoid locating near power lines tall building or trees when possible. If any of these hazards are near be sure to notify Communications Group of their presence.
5. Notify Medical Sector Coordinator of exact location of the Landing Zone. Advise if the zone is capable of landing more than one helicopter.
6. Relay pertinent landing information to include: wind direction, land marks, landing zone markings, cloud ceiling, and visibility.
7. Never approach helicopter until instructed to do so by pilot or crew. Approach at a 90 degree angle, maintain eye contact. Never approach from rear.

8. If distance is greater than personnel can carry patients to the landing zone notify Transportation Supervisor.

### **MEDICAL FACILITY EVACUATION**

In the event of a hospital or nursing home evacuation, communications will be set up at the sending and receiving site. Triage will be the primary responsibility of the sending facility with adequate communication with the receiving facility to ensure that the receiving facility is set up for the patients being transported. Non-ambulatory patients will be transported via ambulance. Ambulatory patients will be transported by taxi and/or bus.

1. Activation.
2. Com-Center. Upon receipt of the call Com-Center will:
  - Dispatch all available units to the facility
  - Call in off duty and part time employees
3. Triage Supervisor will interface with the sending facilities representative.
4. Communications Supervisor will establish communications at both the sending and receiving facilities, interface with the designated facilities operator, the hospitals, and Com-Center.
5. Transportation Supervisor coordinates activities with the sending and receiving facilities.

### **DOCUMENTATION**

1. A record of all notifications, incident procedures, personnel called, vehicle movement, and radio communications shall be kept.
2. The Communications Supervisor will fill out and maintain the Mass Casualty Incident Log.
3. All MCI operations documents will be copied and kept on file.

### **DEMOBILIZATION**

1. Personnel, equipment, and vehicles will be released by agencies that made the initial request after scene termination has been declared by the Incident Commander.
2. Agencies on scene should gather at the Command Post for a quick debriefing prior to clearing the scene.
3. All agencies involved should obtain Critical Incident Stress Debriefing by contacting the Clatsop County or Oregon Critical Response Team.

### **CRITIQUE**

A critique of the MCI will be conducted within 30 days on a formal or informal basis, depending on the severity and magnitude of the incident. The critique may be done in house or in a group setting with other agencies.

**PAGES 25-35 REDACTED DUE TO CONTAIN CONFIDENTIAL INFORMATION**

**INTENDED FOR OFFICIAL USE ONLY**

## APPENDIX D

### Contracts & Agreements

The Ambulance Service provider may sign Mutual Aid Agreements with providers in adjoining counties and the State of Washington to respond with needed personnel, medical transport and equipment in accordance with the agreement.

The franchiser holder also maintains agreements with local hospitals to provide pre-arranged non-emergency transports and inter-hospital transports.

The following agreements are currently in place between Medix and its partner agencies, and a copy of each agreement is also included in this appendix.

<b><u>Partner Agency</u></b>	<b><u>Signature Date</u></b>
Astoria Fire Department	2016
Cannon Beach RFPD	2019
Elsie-Vinemapple RFPD	1990
Gearhart Fire Department	2019
Hamlet RFPD	1992
Knappa-Svensen Fire District	2019
Lewis & Clark RFPD	2019
Olney-Walluski RFPD	2019
Seaside Fire Department	2016
Warrenton Fire Department	1990
Columbia County	2016
Tillamook County	2014
Columbia Memorial Hospital	2004
Providence Seaside Hospital	2019

**MUTUAL ASSISTANCE AGREEMENT**  
**MEDIX AMBULANCE SERVICE, Inc.**  
And The  
**CITY OF ASTORIA FIRE DEPARTMENT**

This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and the City of Astoria Fire Department, herein "Astoria Fire" for the sole purpose of Emergency Medical Service Mutual Assistance.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions which could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either Party; and,

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing reserves needed for adequate community protection;

NOW, THEREFORE, it is hereby agreed as follows:

1. Both Parties agree to furnish personnel and equipment to other Party when requested by competent authority, providing assisted Party has available adequate personnel and equipment to reasonably provide assistance.
2. The Parties agree to maintain compatible radio communications capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own response area, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County. Incidents outside of Clatsop County will follow Mutual Aid and MCI (Mass Casualty Incident) protocols.

5. It is agreed that this agreement for mutual assistance shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement. All costs associated with the provision of mutual assistance shall be the responsibility of the agency providing the service.
6. Medix agrees to restock or reimburse only those disposable and/or reusable supplies defined in "ATTACHMENT A" used by Astoria Fire on any patient Medix treats and/or transports. An authorized member of Astoria Fire shall submit a re-stock order (Attachment A) to Medix on a monthly, or as needed basis. Use of supplies that are available for re-stocking shall be tracked by Astoria Fire, and only those supplies used shall be ordered.
7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.
8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days' notice.
9. In the event of a Presidential Disaster Declaration, or the State of Oregon Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment or restitution.
10. It is agreed that Astoria Fire will maintain a written protocol with the Astoria 911 Center for the standardized dispatch of Medix to provide "fire standby" service to all "Working" or greater alarm (2<sup>nd</sup> Alarm, 3<sup>rd</sup> Alarm, and 4<sup>th</sup> Alarm) structure fires within the Astoria City Limits. Both Parties agree that Medix will provide "fire standby" service based on the availability of adequate personnel and equipment and without undo negative impact to other primary responsibilities.



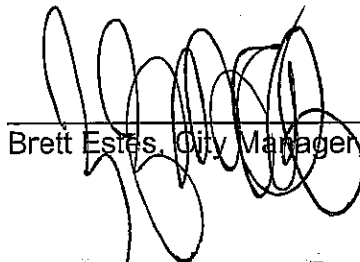
IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
Medix Ambulance Services, Inc.

3/17/2016  
Date

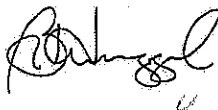
  
Arline LaMear, Mayor, City of Astoria

3/7/16  
Date

  
Brett Estes, City Manager, City of Astoria

3-7-16  
Date

Approved as to form:



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## "ATTACHMENT A"

### MEDIX AMBULANCE SERVICE, Inc.

### ASTORIA FIRE DEPARTMENT RE-SUPPLY LIST

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

Phone: **503.325.2345**

#### Oxygen Delivery

\_\_\_\_ NRB Adult  
\_\_\_\_ NRB Pediatric  
\_\_\_\_ Nasal Cannula  
\_\_\_\_ Nebulizer Mask  
\_\_\_\_ Nebulizer Hand  
\_\_\_\_ BVM Adult  
\_\_\_\_ BVM Pediatric

#### IV/IM SUPPLIES

\_\_\_\_ Op-site/Tagaderm  
\_\_\_\_ IV Fluid 500 ml  
\_\_\_\_ Drip Set 10 OR 15  
\_\_\_\_ 10 ml Saline Flush  
\_\_\_\_ Saline Lock

#### Bandage/Splint

\_\_\_\_ Coban Wrap  
\_\_\_\_ Trauma Dressings  
\_\_\_\_ 8 x 10 Ab. Pads  
\_\_\_\_ Occlusive Dressings  
\_\_\_\_ OB Kits  
\_\_\_\_ Ice Pack  
\_\_\_\_ Hot Pack

#### Endotracheal Tubes

\_\_\_\_ 2.5    \_\_\_\_ 3.0  
\_\_\_\_ 3.5    \_\_\_\_ 4.0  
\_\_\_\_ 4.5    \_\_\_\_ 5.0  
\_\_\_\_ 5.5    \_\_\_\_ 6.0  
\_\_\_\_ 7.0    \_\_\_\_ 8.0  
\_\_\_\_ ETT Holder Adult  
\_\_\_\_ Stylette  
\_\_\_\_ CO2 Detector

#### IV Catheters

\_\_\_\_ 22 gauge  
\_\_\_\_ 20 gauge  
\_\_\_\_ 18 gauge  
\_\_\_\_ 16 gauge  
\_\_\_\_ 14 gauge

#### Medications

\_\_\_\_ Dextrose 50%  
\_\_\_\_ Narcan  
\_\_\_\_ Epi 1:10,000  
\_\_\_\_ Epi 1:1,000  
\_\_\_\_ Lidocaine 2%  
\_\_\_\_ Amiodarone  
\_\_\_\_ Vasopressin  
\_\_\_\_ Ipratropium  
\_\_\_\_ Xopenex

#### Oral Airway

\_\_\_\_ 40 mm    \_\_\_\_ 50 mm  
\_\_\_\_ 60 mm    \_\_\_\_ 80 mm  
\_\_\_\_ 90 mm    \_\_\_\_ 100 mm  
\_\_\_\_ 110mm

#### Nasal Airway

\_\_\_\_ 28fr  
\_\_\_\_ 32fr

#### Syringe

\_\_\_\_ 5 cc  
\_\_\_\_ 10 cc  
\_\_\_\_ 30 cc  
\_\_\_\_ 60 cc

#### Immobilization

Cervical Collars  
\_\_\_\_ Infant  
\_\_\_\_ Pediatric  
\_\_\_\_ Adult Adjustable  
\_\_\_\_ Adult No-Neck  
\_\_\_\_ Adult Short  
\_\_\_\_ Adult Regular  
\_\_\_\_ Adult Tall  
\_\_\_\_ Disposable Head Beds

#### Suction

\_\_\_\_ Suction Tubing  
\_\_\_\_ Suction Tip

#### Miscellaneous

\_\_\_\_ Soft Restraints  
\_\_\_\_ Mega-Movers

Please remember, only items  
on this list will be provided by  
Medix as ordered by authorized  
Astoria Fire personnel.

E-Mail: @medix.org  
Medix Phone: (503) 861-1990 ext. 212  
Medix Fax: (503) 861-5555

*Revised: 02/26/2016*

# AMBULANCE/FIRE DEPARTMENT MUTUAL AID AGREEMENT

Between

Medix Ambulance Service, Inc.(2325 SE Dolphin Ave, Warrenton, Oregon  
97146)

and

Cannon Beach RFPD (188 Sunset Blvd, Cannon Beach, Oregon 97110)

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the departments of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and Cannon Beach RFPD, herein "Fire Department" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.

3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual Aid and MCI protocols.
5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.
6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, keds, mega movers etc.) used by Cannon Beach RFPD on any patient Medix treats and/or transports.
7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.
8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.
9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
\_\_\_\_\_  
Medix Ambulance Services, Inc.

10/18/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fire Chief

9/24/19  
\_\_\_\_\_  
Date

## MUTUAL AID AGREEMENT

Between Elsie-Vinemapple R.F.P.D. (Elsie Rescue) No. 0434 and Medix Ambulance Service, Inc.

### Routine response

It is understood and agreed that the Elsie-Vinemapple R.F.P.D. will initially respond with Medix in the performance of their mission and duties or respond to assist Medix for the benefit of the citizens of their fire district in the following situations and as described in the EMS response agreement with Medix Ambulance:

All emergency medical requests within their district.

Medix agrees to respond to any requests for emergency or non-emergency ambulance service as stated in it's contract with the Clatsop County Ambulance Service District.

### Mutual response

Medix agrees to initiate a request for Elsie-Vinemapple R.F.P.D. on each EMS call situation which is described in the "Dispatch upon request criteria" section. Medix also agrees to attempt to monitor the application of the "Automatic dispatch criteria" by the 911 dispatcher for the timely dispatch of Elsie-Vinemapple and other Clatsop County Fire Depts. to EMS calls. Elsie-Vinemapple R.F.P.D. agrees to initiate the dispatch of Medix to all EMS calls to which it responds, and assist in the monitoring of mutual response between Medix and other fire depts. dispatched by the Astoria 911 center.

### Scene communications

When the first response team from Elsie-Vinemapple R.F.P.D. arrives at the scene of an EMS call, a primary patient/scene survey will be done and a "size up" report will be radioed to the Medix Comm-Center or the responding Medix unit. Medix will advise the ETA to the scene following this report. A more detailed report will be given later, if time permits, or when the Medix unit arrives at the scene.

### Prehospital care reports

Elsie-Vinemapple R.F.P.D. agrees to use the state uniform report form to record patient information. The yellow copy will be given to Medix personnel at the scene to provide for information and patient care continuity. Included on the report should be:

- \* Patient's chief complaint.
- \* Findings of the primary survey/how patient was found.
- \* Treatment before Medix arrival.
- \* Which personnel provided the care to the patient.
- \* Vitals recorded in flow chart.

It is anticipated that when the EMT-Defibrillation program is implemented, all Clatsop County EMS agencies will use the state Pre-Hospital Care Report Form.

### Trauma System Patients

Activation of the trauma system will be communicated to Medix' Operations Supervisor.

### Mass Casualty Incident/Disaster-Special Request (EMS mutual aid)

In the event of a mass casualty incident, first response teams may be requested to respond to other areas of the county outside their district, at the request of Medix. Elsie-Vinemapple R.F.P.D. also agrees to respond with the "Jaws" to mile post 10 on Hwy 26, and to the county line on Hwy 26.

### Automatic/Semiautomatic defibrillation program

By mutual intra-agency agreement, an EMT who is certified by their agency (Fire Department), may operate the automatic/semiautomatic defibrillator. Any EMT or other fire personnel who are not certified by their agency may not operate a defibrillator either in-district or out-of-district.

### Physician Advisor

The Clatsop County Ambulance Service District will operate under one Physician Advisor, who is contracted to oversee all pre-hospital care in the service district.

### Fire Standby

Elsie-Vinemapple R.F.P.D. agrees to develop and maintain a written protocol with the Astoria 911 center for the standardized dispatch of Medix to all "working" structure fires in the fire district. Medix will provide medical coverage and any other assistance possible at the fire scene until released by the fireground commander.

### Supplies

Medix agrees to restock all disposable supplies used by Elsie-Vinemapple R.F.P.D. on any patients Medix treats and/or transports. Restocking is to be done on a call-by-call basis or by a single representative of the Elsie-Vinemapple R.F.P.D. on a routine and timely basis.

Brian Hency  
Chairman of the Board of Directors  
Elsie-Vinemapple R.F.P.D.

[Signature]  
President  
Medix Ambulance Service, Inc.

Date 12/28/90

## AMBULANCE/FIRE DEPARTMENT MUTUAL AID AGREEMENT

Between Medix Ambulance Service, Inc. and (*Gearhart Fire Department*)

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the departments of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and (*Gearhart Fire Department*), herein "Fire Department" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual aid and MCI protocols.



5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.

6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, KED's, mega movers etc.) used by Gearhart Fire Department on any patient Medix treats and/or transports.

7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.

8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties and terminated by either Party upon thirty (30) days notice.

9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
Medix Ambulance Services, Inc.

  
Fire Chief

  
City Manager

4/11/2019  
Date

March 8, 2019  
Date

Mar 13, 19  
Date

## MUTUAL AID AGREEMENT

Hamlet Rural Fire Department - Medix Ambulance Service, Inc.  
"Hamlet Rescue" - "Medix"

### Routine Response

It is understood and agreed that the Hamlet Rural Fire Department will initially respond with Medix in the performance of their duties or respond to assist Medix for the benefit of the citizens of and in their fire district for all emergency medical requests within their district. IE:

- \* Between milepost 5 and 11 on Hwy. 26.
- \* Between milepost 0 to 3 on Hwy. 53.
- \* Between milepost 0 -8 on Hamlet Road.

### Mutual Response

Medix Agrees to attempt to monitor the application of the "Automatic Dispatch Criteria" by the 911 dispatcher for the timely dispatch of Hamlet Rescue and other Clatsop County Fire Agencies, as needed to EMS calls. Hamlet Rescue agrees to initiate the dispatch of Medix to all EMS calls to which it responds, and to assist in the monitoring of the mutual response between Medix and other agencies dispatched through Seaside 911.

### Scene Communications

When the first response team from Hamlet Rescue arrives at the scene of an EMS call, a primary patient/scene survey will be done and a "size-up" report will be radioed to the Medix Comm-Center or the responding Medix unit. Medix will advise the ETA to the scene following this report, or discontinue response if canceled and to report rationale for cancellation, ie: No patient, non-injury, patient refusal, etc. A more detailed report will be given later, if time permits, or when the Medix unit arrives at the scene.

### Prehospital Care Reports

Hamlet Rescue agrees to use a uniform report form to record patient information which will be given to Medix personnel at the scene and, in turn given to the hospital personnel to provide for the information and patient care continuity. Included in the report should be:

- \* Patients chief complaint.
- \* Findings of the primary survey/how patient was found.
- \* Treatment before Medix arrival.
- \* Which personnel provide the care to the patient.

It is anticipated that when the EMT-D program is implemented, all Clatsop County EMS agencies will use the state Pre-Hospital Care Report Form.

Page Two  
Mutual Aid Agreement

Mass Casualty Incident/Disaster-Special Request (EMS Mutual Aid)

In the event of a mass casualty incident, first response teams may be requested to respond to other areas of the county outside their district. A specific plan for this will be developed.

Physician Advisor

The Clatsop Fire Ambulance Service District will operate under one Physician Advisor, who is contracted to oversee all prehospital care in the service district.

Supplies

Medix agrees to restock all disposable supplies used by Hamlet Rescue at cost. A supply order may be submitted to Medix who will invoice and ship supplies in a timely manner.

William W. Bone 9-9-92  
Chief  
Hamlet Rural Fire Department

[Signature] 9-14-92  
President  
Medix Ambulance Service, Inc.

Date 9-14-92

## AMBULANCE/FIRE DISTRICT MUTUAL AID AGREEMENT

Between Medix Ambulance Service, Inc. and (*Knappa-Svensen-Burnside Rural Fire Protection District*)

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the Districts of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and (*Knappa-Svensen-Burnside Rural Fire Protection District*), herein "Fire District" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual aid and MCI protocols.

5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.

6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, keds, mega movers etc.) used by Knappa-Svensen-Burnside Rural Fire Protection District on any patient Medix treats and/or transports.

7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.

8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.

9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
Medix Ambulance Services, Inc.

11/27/2019  
Date

  
Knappa-Svensen-Burnside Rural Fire Protection District

11/15/19  
Date

## AMBULANCE/FIRE DEPARTMENT MUTUAL AID AGREEMENT

Between Medix Ambulance Service, Inc. and (*Lewis & Clark Fire*)

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the departments of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and (*Lewis & Clark Fire*), herein "Fire Department" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix

Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual aid and MCI protocols.

5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.

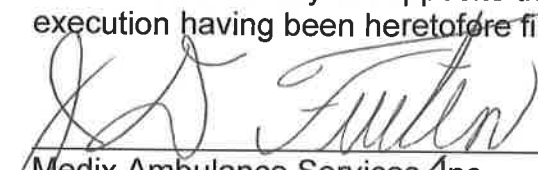
6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, keds, mega movers etc.) used by Lewis & Clark Fire on any patient Medix treats and/or transports.

7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.

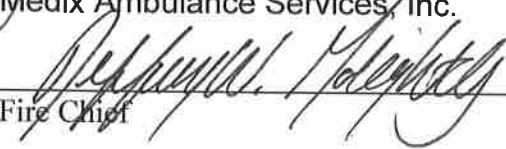
8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.

9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
Medix Ambulance Services, Inc.

  
Date

  
Fire Chief

  
Date

## AMBULANCE/FIRE DISTRICT MUTUAL AID AGREEMENT

Between Medix Ambulance Service, Inc. and Olney Walluski Fire and Rescue District

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the Districts of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and Olney Walluski Fire and Rescue District, herein "Fire District" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual aid and MCI protocols.



5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.

6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, keds, mega movers etc.) used by Olney Walluski Fire and Rescue District on any patient Medix treats and/or transports.


7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.

8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.

9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
\_\_\_\_\_  
Medix Ambulance Services, Inc.

  
\_\_\_\_\_  
Olney Walluski Fire and Rescue District

11/27/2019  
Date

11-4-19  
Date

## AMBULANCE/FIRE DEPARTMENT MUTUAL AID AGREEMENT

Between Medix Ambulance Service, Inc. and (*Seaside Fire & Rescue*)

In an effort to provide the best possible service to the citizens of Clatsop County and surrounding areas, the departments of Clatsop County agree to join together in an agreement for mutual aid. This agreement is entered into by and between Medix Ambulance Service, Inc., herein "Medix" and (*Seaside Fire & Rescue*), herein "Fire Department" for the sole purpose of mutual aid for ambulance services.

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of numerous medical responses, rescues, and/or disaster conditions could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in Emergency Medical Services and the Parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's district due to distance, road, or weather conditions to assure providing proper reserves needed for adequate community protection;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.

4. It is further agreed that both Parties will only dispatch the other Party to Emergency Medical incidents in Clatsop County in conjunction with Medix Ambulance Service, Inc. Incidents outside of Clatsop County will follow Mutual aid and MCI protocols.

5. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof between the Parties, and that neither Party shall be obligated to reimburse the other for use of equipment, supplies, or personnel. During the course of rendering aid, the personnel of each Party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage. All costs associated with the provision of mutual aid shall be the responsibility of the agency providing the service.

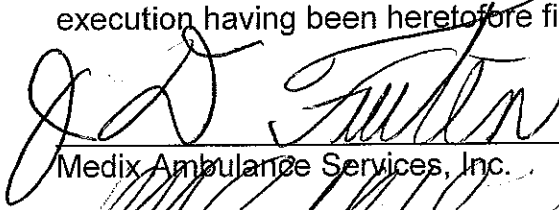
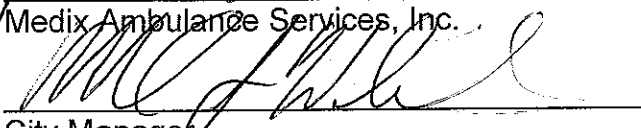
6. Medix agrees to restock or reimburse for all disposable supplies, as well as reusable supplies (i.e. backboards, keds, mega movers etc.) used by Seaside Fire & Rescue on any patient Medix treats and/or transports.

7. Nothing in this agreement shall preclude either Party from billing any patient treated or transported according to that Party's current adopted billing schedule.

8. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by either Party upon thirty (30) days notice.

9. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

  
\_\_\_\_\_  
Medix Ambulance Services, Inc.  
  
\_\_\_\_\_  
City Manager

3/17/2016  
Date  
3/28/16  
Date

## MUTUAL AID AGREEMENT

Between Warrenton Fire Department (Warrenton Rescue) No. 0427 and Medix Ambulance Service, Inc.

### Routine response

It is understood and agreed that the Warrenton Fire Dept. will initially respond with Medix in the performance of their mission and duties or respond to assist Medix for the benefit of the citizens of their fire district in the following situations and as described in the EMS response agreement with Medix Ambulance:

1. All MVA's not reported as non-injury
2. Known or suspected need for heavy extrication
3. Rescue situations other than MVA's
4. Fire hazard or other hazardous situations
5. First response to emergency calls when Medix will be delayed, or when response is in an outlying area, i.e., Fort Stevens Park, Smith Lake area, etc. (requested by Medix Med-Com)
6. Suspected cardiac/respiratory arrest
7. Need for additional medical help
8. Standby for fire hazard, extrication, or other hazardous situation
9. Specialized assistance

Medix agrees to respond to any requests for emergency or non-emergency ambulance service as stated in it's contract with the Clatsop County Ambulance Service District.

### Dispatch response

Medix agrees to initiate a request for Warrenton Fire Dept. on each EMS call situation which is described in the "Dispatch upon request criteria" section. Medix also agrees to attempt to monitor the application of the "Automatic dispatch criteria" by the 911 dispatcher for the timely dispatch of Warrenton and other Clatsop County Fire Depts. to EMS calls. Warrenton Fire Dept. agrees to initiate the dispatch of Medix to all EMS calls to which it responds, and assist in the monitoring of mutual response between Medix and other fire depts. dispatched by the Astoria 911 center.

### Scene communications

When the first response team from Warrenton Fire Dept. arrives at the scene of an EMS call, a primary patient/scene survey will be done and a "size up" report will be radioed to the Medix Med-Com or the responding Medix unit. Medix will advise the ETA to the scene following this report. A more detailed report will be given later, if time permits, or when the Medix unit arrives at the scene.

### Prehospital care reports

Warrenton Fire Dept. agrees to use the state uniform report form to record patient information. The yellow copy will be given to Medix personnel at scene to provide for information and patient care continuity. Included in the report should be:

- \* VITALS RECORDED IN FLOW CHART.
- \* Patient's chief complaint.
- \* Findings of the primary survey/how patient was found.
- \* Treatment before Medix arrival.
- \* Which personnel provided the care to the patient.

It is anticipated that when the EMT-Defibrillation program is implemented, all Clatsop County EMS agencies will use the state Pre-Hospital Care Report Form.

#### Mass Casualty Incident/Disaster-Special Request (EMS mutual aid)

In the event of a mass casualty incident, first response teams may be requested to respond to other areas of the county outside their district, at the request of Medix.

#### Automatic/Semiautomatic defibrillation program

By mutual intra-agency agreement, an EMT who is certified by their agency (Fire Department), may operate the automatic/semiautomatic defibrillator. Any EMT or other fire personnel who are not certified by their agency may not operate a defibrillator either in-district or out-of-district.

#### Physician Advisor

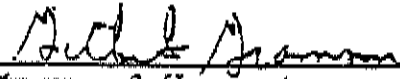
The Clatsop County Ambulance Service District will operate under one Physician Advisor, who is contracted to oversee all pre-hospital care in the service district.


#### Fire Standby

Warrenton Fire Dept. agrees to develop and maintain a written protocol with the Astoria 911 center for the standardized dispatch of Medix to all "working" structure fires in the fire district. Medix will provide medical coverage and any other assistance possible at the fire scene until released by the fireground commander.

#### Supplies

Medix agrees to restock all disposable supplies used by Warrenton Fire Dept. on any patients Medix treats and/or transports. Restocking is to be done on a call-by-call basis or by a single representative of the Warrenton Fire Dept. on a routine and timely basis.

  
 Mayor of Warrenton  
 City Manager

  
 Chief  
 Warrenton Fire Dept.

  
 President  
 Medix Ambulance Service, Inc.

Date 10/29/90

RECORDED

JUN 17 2016

Doc# 2016060031

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 18<sup>th</sup> day of May, 2016 between **Columbia County**, a political subdivision of the State of Oregon, **Clatsop County** a political subdivision of the State of Oregon, **Clatskanie Rural Fire Protection District**, an Oregon special district, and **Mist-Birkenfeld Rural Fire Protection District**, an Oregon special district.

#### RECITALS

Each county in Oregon is required to have an Ambulance Service Area (ASA) Plan pursuant to ORS 682.062. Two areas of Clatsop County are served by Columbia County fire and ambulance providers.

The River Ranch area of Northeast Clatsop County is only accessible by road from Columbia County. It is a developed area within the boundaries of the Clatskanie Rural Fire Protection District. The response times for service and standards for service differ significantly for adjoining neighbors, depending on which side of the county line their home is located.

The Mist-Birkenfeld area in Eastern Clatsop County is within the boundaries of the Mist-Birkenfeld Rural Fire Protection District. This contains the development of Fishhawk Lake. The response time for ambulance service is 60 minutes for those in Clatsop County, while for some nearby neighbors in Columbia County it is 12 minutes. The fire department building is located near the county line in Columbia County.

The governing bodies of these volunteer fire districts currently must follow a different set of standards for each county and participate in ambulance service management committees in both counties. It would be more efficient for the fire districts to only have one set of standards and attend meetings in only one county.

The citizens in both these areas would be more efficiently and effectively served, and the fire districts providing service would have significantly less administrative cost, if the ASA standards for Columbia County controlled these areas.

**Therefore, the Parties agree as follows:**

Those areas of Clatsop County that are within the boundaries of the Clatskanie Rural Fire Protection District, and those areas that are within the boundaries of the Mist-Birkenfeld Rural Fire Protection District, will be included in the Columbia County Ambulance Service Area Plan and will be excluded from the Clatsop County Ambulance Service Area Plan for so long as this Agreement is in effect.

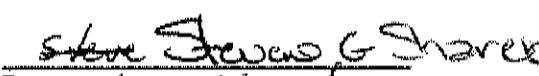
This agreement will remain in effect until terminated, and may be terminated on 180 days' written notice from one party to the others.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

**COLUMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
By: Anthony Hyde, Chair


**CLATSKANIE RURAL FIRE  
PROTECTION DISTRICT**

  
By: Steve Stewens  
Title: Fire Chief

**CLATSOP COUNTY  
BOARD OF COUNTY COMMISSIONERS**

  
By: Scott Lee, Chair

**MIST-BIRKENFELD RURAL FIRE  
PROTECTION DISTRICT**

  
By: Joe Kuehn  
Title: Fire Chief

**AUTOMATIC AID AGREEMENT BETWEEN MEDIX AMBULANCE, INC.,  
AND TILLAMOOK REGIONAL MEDICAL CENTER AMBULANCE**

This agreement is made and entered into effective on the 1<sup>st</sup> day of November 2014, by and among the parties who have duly executed this Agreement.

**WHEREAS**, Medix Ambulance is the Ambulance Service Area (ASA) provider for Hwy 53 in Clatsop County; and

**WHEREAS**, Tillamook Regional Medical Center Ambulance is the ASA provider for Hwy 53 in Tillamook County; and

**WHEREAS**, Nehalem Bay Fire and Rescue District includes a portion of Hwy 53, and has a response area for motor vehicle crashes up to milepost eight (8); and

**WHEREAS**, Tillamook 9-1-1 is the public safety answering point and dispatch center for Tillamook Regional Medical Center Ambulance and Nehalem Bay Fire and Rescue; and

**WHEREAS**, the parties to this agreement recognize the necessity to cooperate and work together to provide for automatic aid for emergency medical responses; and

**WHEREAS**, the Members further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective Members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

**SECTION 1. Automatic Aid Agreement:**

1. For all 9-1-1 calls requiring an ambulance within the Nehalem Bay Fire and Rescue District and/or their response area on Hwy 53, the Tillamook 9-1-1 center will dispatch the available Tillamook Regional Medical Center ambulance.
2. Should an ambulance from Tillamook Regional Medical Center not be readily available, the call will be assigned to Medix Ambulance.

*WJ*



## SECTION 2. Term of Agreement


This Agreement shall be in full force and effect upon execution by all parties hereto. This Agreement shall remain in effect for a period of two (2) years unless cancelled by any party by giving thirty days written notice to all the parties to the agreement. The Agreement may be amended by agreement of all of the parties.

IN WITNESS THEREOF, the following parties have duly executed this Agreement:


By:

  
Medix Ambulance, Inc.

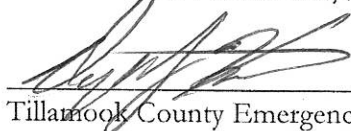
10/13/2014  
Date

  
Nehalem Bay Fire and Rescue District

10/14/14  
Date

  
Tillamook Regional Medical Center Ambulance  
**WALTER A. LARSON**  
VICE PRESIDENT, FINANCE/CFO

OCT 3, 2014  
Date

  
Tillamook County Emergency Communications District

10/29/14  
Date

# MEMORANDUM OF UNDERSTANDING

Between

MEDIX AMBULANCE SERVICE

And

COLUMBIA MEMORIAL HOSPITAL

## Transport of Emergency and Non-Emergent Patients

This patient transport agreement is made by and between Medix Ambulance Service (MEDIX) and Columbia Memorial Hospital (Hospital). On occasion, Hospital may contact MEDIX to transport patient(s) from Hospital to Hospital's network partner or other hospital facilities consistent with the needs of the patient and Hospital. MEDIX agrees to transport such patients. It is also recognized that all appropriate patient consents will be obtained by Hospital.

Both parties are independent contractors. Neither party is authorized to act or permitted to act as an agent or employee of the other. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party.

MEDIX has an exclusive contract with Clatsop County to provide patient transport services originating within Clatsop County, of which the Hospital agrees to honor.

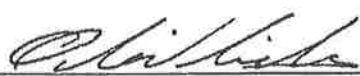
Both parties agree that the confidentiality of patients' medical records must be maintained. To achieve that goal, both MEDIX and Hospital agree to transport patients' medical records in a way designed to maintain the records' security, providing access only to medical professionals responsible for the patient's care.

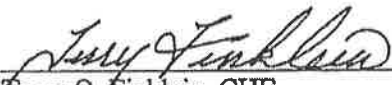
Charges for services performed by either MEDIX or Hospital for patients' transfer pursuant to this Agreement shall be collected by the party rendering such services and shall be collected directly from patients, from third party payors or other sources of payment. In the case of DRG transfers, the sending hospital will remain responsible for the payment. Neither party shall have any liability to the other for the billing, collection or payment of charges for services performed by such other party except as otherwise provided in this Agreement or to the extent that such liability would exist separate and apart from this Agreement.

Compliance with Laws. The parties shall comply with all federal, state, and local laws regarding patient transfer, and maintain all business permits, certificates, licenses and accreditation that may be required to perform their obligations under this Agreement.

The term of this Agreement shall coincide with MEDIX's exclusive agreement to transport patients within Clatsop County.

It is entered into this date of April 1, 2004.

 4-6-04  
\_\_\_\_\_  
O. David Dickson Date  
Owner, Medix Ambulance Service

 4-6-04  
\_\_\_\_\_  
Terry O. Finklein, CHE Date  
Chief Executive Officer  
Columbia Memorial Hospital



**MEDIX  
AMBULANCE SERVICE, INC.**

2325 S.E. Dolphin Ave., Warrenton, Oregon 97146

FILE

June 29, 2011

Eric here is the agreement I mentioned this morning. If you have any questions let me know. Duane

Phone: (503) 861-1990

**Emergency 911**

Fax: (503) 861-5555

## ADDENDUM TO MEMORANDUM OF UNDERSTANDING

Medix Ambulance Service ("Medix") and Columbia Memorial Hospital ("Hospital") agree to the following addendum to their Memorandum of Understanding dated 4-6, 2004 ("MOU") so that Medix may provide transport services for the Hospital when Hospital agrees to be the payer of such services at an alternative fee schedule.

1. Medix will charge hospital the Oregon Medicare Allowable rate when the hospital requires Medix transport services that are not the patient's responsibility as the payer. This includes, but is not limited to, transport due to imaging equipment downtime or Hospital voluntarily agreeing to pay for patient's Medix transport for other reasons.
2. MOU Terms Incorporated. The terms and conditions of the MOU are hereby expressly incorporated by reference such that all services shall be performed in accordance with the MOU's provisions.
3. Effect on other Provisions: All other terms and conditions of the MOU shall remain in full force and effect.

### COLUMBIA MEMORIAL HOSPITAL ("Hospital")

By: [Signature]  
Its: CEO  
Date: 8/31/2017

### MEDIX AMBULANCE SERVICES ("Medix")

By: [Signature]  
Its: PRESIDENT  
Date: 9/22/2017

Procedure	Code	Billed Amount	Allowable
			Oregon
BLS- Non-Emergent	A0428	\$900.00	\$223.67
BLS- Emergent	A0429	\$900.00	\$357.87
ALS- Non-Emergent	A0426	\$1,100.00	\$268.40
ALS1- Emergent	A0427	\$1,100.00	\$424.97
ALS2- Emergent	A0433	\$1,250.00	\$615.09
SCT	A0434	\$3,000.00	\$726.93

**PAGES 69-83 REDACTED DUE TO CONTAIN CONFIDENTIAL INFORMATION**

**INTENDED FOR OFFICIAL USE ONLY**

## **EXHIBIT A**

### **Definitions, Services, Response Times, Reports, and Transport Request Protocols**

#### **Definition:**

“Hospital Responsible Patient” shall refer to an individual who either is

- (a) an inpatient of Providence Seaside Hospital inpatients receiving a round trip transportation to and from the same Hospital (e.g., inpatient travels off campus to receive specialized treatment and returns to the same hospital), or
- (b) an inpatient transferred one way between Seaside and the Portland Service Area (Providence St. Vincent, Portland or Milwaukie Hospitals or Medical Centers (because such Hospitals are covered by the same hospital license).

#### **I. Medical Transportation Definitions & Requirements**

##### **Basic Life Support (BLS)**

- Staffed by two Oregon State certified Emergency Medical Technicians (EMT's).
- Transport the sick and injured, non-life-threatened patient.
- Transport patients requiring oxygen therapy and extrication.
- BLS Units can transport patients with heparin or saline locks.

##### **Basic Life Support (BLS) Bariatric**

- Staffed by two Oregon State certified Emergency Medical Technicians (EMT's).
- Transport the sick and injured, non-life-threatened patient.
- Transport patients requiring oxygen therapy and extrication.
- Able to transport a patient up to 1300 pounds.

##### **Wheelchair**

- Staffed by one First Aid/CPR or EMT trained driver.
- Transportation for wheelchair dependent patient from bed to bed.
- Able to transport patients requiring oxygen therapy (self-administered).
- Able to transport patients requiring a chair 32 inches wide or less.

##### **Wheelchair/ Bariatric**

- Staffed by one First Aid/CPR or EMT trained driver.
- Transportation for wheelchair dependent patient from bed to bed.
- Able to transport patients requiring oxygen therapy (self-administered).
- Able to transport patients requiring chair 36 inches or less.

##### **Specialty care (SCT)**

- Staffed by an Oregon licensed and Advanced Cardiac Life Support (ACLS) Paramedic.
- IV pumps for IV lines.
- Heart monitor with defibrillator, pacing and 12 lead capabilities.
- Establishing or maintaining IV accesses to include antiarrhythmics, narcotics, vasopressors, and IV fluids.



- Monitoring/maintaining respiratory status to include intubation and pulse oximetry as needed.
- 
- Other specialized patient care equipment or procedures as ordered by the patient's physician (such as cardiac STEMI patients).

## II. Response Time Requirements

Response time is defined as the time from which Providence personnel place a call to Vendor's designated phone number to when vehicle arrives at the Providence facility requesting the service. At the time of each call, Providence personnel shall alert the Vendor to the level of service required for the patient transport. Ambulance transport definitions are delineated below.

AMBULANCE TRANSPORT DEFINITIONS	
<b>ALS/SCT STAT (0-30 MINUTES)</b> <ul style="list-style-type: none"> <li>▪ ALS/SCT unit is needed</li> <li>▪ Transport must occur as quickly as possible due to the patient's clinical status</li> </ul>	<b>ALS/SCT (0-60 MINUTES)</b> <ul style="list-style-type: none"> <li>▪ ALS/SCT unit is needed</li> <li>▪ Patient is stable and transfer can occur up to 60 minutes from all without any expectation of patient deterioration.</li> </ul>
<b>BLS 60 ( 0 – 60 minutes)</b> <ul style="list-style-type: none"> <li>▪ BLS unit is needed</li> <li>▪ Transfer can occur up to 60 minutes with no concern of patient deterioration</li> </ul>	
<b>ALS Timed (Scheduled)</b> <ul style="list-style-type: none"> <li>▪ ALS unit is needed</li> <li>▪ Transport is non-emergency and patient pickup is scheduled in excess of a 60 minute response time.</li> <li>▪ Providence personnel to specify response time and unit will be scheduled as requested dependent upon availability.</li> </ul> <b>BLS Timed (Scheduled )</b> <ul style="list-style-type: none"> <li>▪ BLS unit is needed</li> <li>▪ Transport is non emergent and patient pick up is scheduled in excess of a 60 minute response time.</li> <li>▪ Providence personnel to specify response time and unit will be scheduled as requested dependent upon availability.</li> </ul>	<b>Wheelchair Timed (Scheduled)</b> <ul style="list-style-type: none"> <li>▪ Wheelchair unit is needed</li> <li>▪ Transport is non emergent and patient pick up is scheduled in excess of a 60 minute response time.</li> <li>▪ Providence personnel to specify response time and unit will be scheduled within 60 minutes of original response time request.</li> </ul>
NON-AMBULANCE TRANSPORT DEFINITION	
<b>Non- Ambulance Transport 60 ( 0 – 60 minutes)</b> <ul style="list-style-type: none"> <li>▪ Non-ambulance transport is needed</li> <li>▪ Transfer can occur up to 60 minutes with no concern of patient deterioration</li> </ul>	

<b>Non- Ambulance Transport (Scheduled)</b>
---

- |   |
|---|
| <ul style="list-style-type: none"><li>- Non-ambulance transport is needed</li><li>- Transport is non emergent and a mutually agreed time is set for patient pick up in excess of a 60 minute response time.</li></ul> |
|---|

Response times noted above are expected to be less than the time listed and will be measured each calendar quarter for each campus. Vendor shall meet the following response times for at least 85% of all transports, including transports arranged but not provided by Vendor: response times for SCT STAT, 30 minutes or less; SCT 60, 60 minutes or less; and ALS/BLS 60, 60 minutes or less. For non-ambulance transports (e.g., wheelchair transports and sedan transports), Vendor shall meet the same standards as set forth herein for BLS 60 and BLS Timed as applied to the non-ambulance transport.

Patient transports shall be measured and evaluated for each campus within three weeks of the end of each calendar quarter. Vendor and Providence will evaluate the response time performance using the data and reports supplied by Vendor to Providence, and compared to Providence's own data. Data supplied by vendor at Providence request.

Exceptions to Response Time Performance Standards. Vendor may apply and Providence may grant exemptions to response time performance standards in situations beyond that Vendor's control. Examples of such situations may include, without limitation, declared disasters, cancelled requests, location changes, and accidents. Providence shall examine each request for exemption in good faith. If Providence determines the circumstances warrant, Providence shall grant an exemption of the response time from inclusion in the performance standards calculation.

#### Response Times and Special Patient Conditions

Providence and Vendor will collaborate to improve processes and communication to respond to transport needs of patients with specific conditions.

### **III. Reports**

Vendor shall furnish Providence with data and reports regarding its use of medical transportation services as requested by Providence. Such data and reports may include recommendations regarding ways to improve the cost-effectiveness, quality or scheduling of such services.

Vendor recognizes Providence also has certain reporting requirements to maintain Joint Commission accreditation. Vendor will continue to meet with Providence on a regular basis and discuss any data or report modifications that may be necessary to address these requirements, and the evolving needs of the Providence system.

### **IV. Protocols to Request Patient Transport.**

Providence personnel will call Vendor's designated phone number to order medical transportation services from Vendor. Vendor shall promptly order such services and, if such services are not available will advise Providence of availability. Except as expressly provided in this Agreement by Vendor, Vendor shall not be financially responsible for any services ordered by Vendor on

behalf of Providence or any Patient from another medical transportation services Vendor. Medical transportation services provided by or arranged by Vendor shall be included in all average response time calculations.

If Vendor is delayed or cannot send an ambulance in the time requested by the Providence caller, Vendor will call other local ambulance companies to determine if they can provide a more timely response.

If Vendor is delayed to any patient pick up, a Vendor dispatcher will call the Providence nurses station associated with the patient and advise Providence staff of the delay. Vendor shall maintain a written log of all such calls and provide the log to Providence on a monthly basis.

#### **V. Annual Review**

On an annual basis, or on a more frequent basis as requested by Providence, Providence shall review Vendor's performance of the standards in this Exhibit A, as well as Exhibit B.

## **EXHIBIT B**

### **Annual Performance Review Standards**

Annually, Vendor's performance shall be reviewed to ensure Vendor meets the standards in Exhibit A, as well as the following standards:

1. Appropriate licensing of all drivers.
2. Regular review of driving records of all drivers.
3. Insurance covering vehicles and passengers.
4. Safety feature in vehicles.
5. Safety equipment
6. Accessibility
7. Training of drivers regarding the organization's transportation procedures and the unique needs of the persons served.
8. Written emergency procedures available in the vehicle(s).
9. First aid supplies available in the vehicle(s).
10. Maintenance of vehicles owned or operated by the organization according to manufacturers' recommendations.

**EXHIBIT C**  
**Compensation**

**I. AMBULANCE AND WHEELCHAIR/RATES**

- (a) For services provided to all Hospital-Responsible Patients, Hospital shall pay Vendor at the following rates:

**AMBULANCE AND NON AMBULANCE RATES**

Wheelchair

Base \$25

Per Mile \$2

BLS Non-Emergency Ambulance

Base \$231.34

ALS Non-Emergency Ambulance

Base \$277.60

ALS SCT Ambulance

Base \$751.85

Mileage rates for all three levels of ambulance service

\$11.43 per mile (1-17 miles)

\$7.62 per mile (18+ miles)

Vendor will invoice Providence within sixty (60) days of the transport. Claims will be paid to Vendor within forty-five (45) days of receiving a clean claim.

For purposes of this Agreement, a "Clean Claim" shall be defined as a claim on a CMS 1500 form that includes the following information:

- (1) Patient name;
- (2) Date of birth;
- (3) Social Security Number (Medicare or Medicaid number, if applicable);
- (4) Date of service;
- (5) Pick-up location;
- (6) Destination location;
- (7) Patient's condition; and
- (8) Itemized charges.

- (b) For all other patients (i.e., any patient who is not a Hospital-Responsible Patient), Vendor shall bill patient and/or payor directly.

**III. RATE INCREASES**

Vendor may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and Providence shall consider any such request in good faith; provided, however, that in the event Providence refuses to consent to any such request for an additional increase, Vendor may terminate this Agreement upon ninety (90) days written notice. Medicare rates on an annual basis may be the change factor for annual review.

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## Chapter 5.04

### CLATSOP COUNTY AMBULANCE SERVICE AREA

#### Sections:

- 5.04.010 Policy and purpose.**
- 5.04.020 Definitions.**
- 5.04.030 Exemptions.**
- 5.04.040 Administration.**
- 5.04.050 Ambulance service area.**
- 5.04.060 Ambulance service providers regulated.**
- 5.04.070 Application for ambulance service franchise.**
- 5.04.080 Existing ambulance service providers.**
- 5.04.090 Review of application for franchise.**
- 5.04.100 Board action on application for franchise.**
- 5.04.110 Franchise terms and renewals.**
- 5.04.120 Early discontinuance of service by franchisee.**
- 5.04.130 Transfer of franchises.**
- 5.04.140 Enforcement of franchise provisions.**
- 5.04.150 Preventing interruption of service.**
- 5.04.160 Appeals, abatement and penalties.**
- 5.04.170 Duties of ambulance service franchisee.**
- 5.04.180 Ambulance Service Area (ASA) Advisory Committee.**
- 5.04.190 Regulations of ambulance service.**
- 5.04.200 Initial responder.**

#### **5.04.010 Policy and purpose.**

- A. ORS 823.180 requires Clatsop County to develop and adopt a plan for the County relating to the need for a coordination of emergency ambulance services and to establish an ambulance service area (ASA) consistent with the plan to provide efficient and effective emergency ambulance services.
- B. This chapter, together with the document known as the Clatsop County Ambulance Service Area Plan (ASA Plan) make up the complete plan for emergency ambulance services for Clatsop County.
- C. The provisions of ORS 221.485 and 221.495, 478.260(3), and 823.020 through 823.320 require Clatsop County to develop and adopt a plan for emergency ambulance services that recognizes the authority of cities and rural fire protection districts to operate and regulate emergency ambulance services within their own territories subject to the ASA Plan. That the provision of effective and efficient emergency ambulance services pursuant to the Clatsop County ASA Plan within cities and rural fire protection districts must be accomplished primarily on a cooperative basis. Clatsop County will employ formal sanctions and litigation to enforce the provisions of the Clatsop County ASA Plan when voluntary compliance cannot be obtained. (Ord. 95-6 § 3)

#### **5.04.020 Definitions.**

“Administrator” means a person designated by order of the Board to administer this chapter and the duly authorized deputy or assistant of such person.



“Ambulance service area (ASA)” means a geographical 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.

“Ambulance Service Area Advisory Committee (Committee)” means the group that will advise the Board as it pertains to the ASA Plan.

“Board” means the Clatsop County Board of Commissioners for Clatsop County, Oregon.

“Franchise” means a franchise to provide emergency ambulance service issued by the Board pursuant to this chapter.

“Persons” means and includes individuals, corporations, associations, firms, partnerships, joint stock companies, cities, rural fire protection districts, and special service districts formed and existing pursuant to Oregon Revised Statute. (Ord. 95-6 § 4)

#### **5.04.030 Exemptions.**

This chapter shall not apply to:

- A. 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;
- 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; or
- 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. (Ord. 95-6 § 5)

#### **5.04.040 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. (Ord. 95-6 § 6)

#### **5.04.050 Ambulance service area.**

For the efficient and effective provision of emergency ambulance services in accordance with the ASA Plan, the ASA shown on the map attached thereto as Appendix #1, is adopted as the ASA for Clatsop County. The Board, after notice to the affected ASA providers and by the adoption of an order, may adjust the boundaries of an ASA from time to time as necessary to provide efficient and effective emergency ambulance services. (Ord. 95-6 § 7)

**5.04.060 Ambulance service providers regulated.**

Effective July 1, 1995, no person shall provide emergency ambulance service in Clatsop County, Oregon, unless such person is franchised in accordance with the applicable provisions of this chapter. (Ord. 95-6 § 8)

**5.04.070 Application for ambulance service franchise.**

- A. Applications for franchises shall be on forms provided by the administrator. 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:
  - 1. The name and address of the person or agency applying.
  - 2. The ASA the person desires to serve, the location(s) from which ambulance services will be provided, and the level of service to be provided.
  - 3. 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 proposed subcontract shall be provided.
  - 4. A list of vehicles to be used in providing emergency ambulance services including year, make and model, and verification that each vehicle is or can be licensed as a basic life support and/or advance life support ambulance by the Oregon Health Division.
  - 5. A statement that all equipment and supplies in each ambulance will conform to Oregon Health Division standards.
  - 6. A list of personnel to be used in providing emergency ambulance service and their current emergency medical technician level and certificate number, or other appropriate certification.
  - 7. 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.
  - 8. Proof of public liability insurance in the amount of not less than the tort liability limits set forth in ORS 30.272 and 30.273. Applicants may be self-insured. All policies shall be in a form satisfactory to the administrator and name Clatsop County as an additional insured.
  - 9. 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.
  - 10. 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.
  - 11. A description of any prepaid ambulance service plan, including number of members, number of years of operation, funding and term.
  - 12. Information, in the form of run logs, medical records, supervising physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.

13. In the case of an application to transfer or take over an already assigned franchise:

- a. 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.
- b. Evidence that the call volume in the ASA is sufficient to financially or otherwise justify the change in service.
- c. Information, in the form of run logs, medical records, supervision physician correspondence, audit reports, training records, policy and procedure manuals and equipment records and inventories, and any other records or materials requested.

C. The Board may from time to time, by order, adopt fees to defray the actual reasonable costs incurred by Clatsop County in processing applications, and adopt annual franchise fees to defray the reasonable costs of Clatsop County in administering this chapter. (Ord. 95-6 § 9)

**5.04.080 Existing ambulance service providers.**

Persons who meet the application requirements of Section 5.04.070 and who were providing service on the effective date of the ordinance codified in this chapter shall be franchised to provide emergency ambulance service for the ASA they were serving on such effective date. (Ord. 95-6 § 10)

**5.04.090 Review of application for franchise.**

- A. Applications shall be reviewed by the administrator, who shall make such investigation as he or she 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 administrator shall make his or her recommendation to the Board to grant, deny, modify or attach appropriate conditions to the application. The administrator shall transmit his or her recommendation within 90 days after the application and any required supplemental information has been received. (Ord. 95-6 § 11)

**5.04.100 Board action on application for franchise.**

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

- A. Shall publish notice of its intent to hold a public hearing on the application and recommendations at least ten days, but not later than 30 days following publication of notice.
- B. May require additional investigation by the administrator if it finds that there is insufficient information on which to base its action.
- C. Shall, upon the basis of the application, the administrator'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 thereto.
- 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 emergency ambulance service franchise, with or without conditions, and the franchisee finds he or she is unable to provide a particular service, the administrator may permit the franchisee to subcontract such service to another person if the administrator finds that the quality and extent of the service would not be jeopardized. The administrator may require the filing of such information as he or she deems necessary. (Ord. 95-6 § 12)

#### **5.04.110 Franchise terms and renewals.**

- A. The initial ambulance service franchise in an ASA shall be valid for a period of seven years from the date of issuance.
- B. Thereafter, 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 five years.
- C. Unless grounds exist for refusal to renew a franchise under provisions for suspension or revocation as set forth in Section 5.04.140, 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 administrator.
- D. Not more than 180 days and not less than 120 days prior to the expiration of the franchise, a franchisee wanting to renew the franchise and any person desiring to take over the franchise shall submit an application to the administrator.
- E. Review of all applications for renewal or take over of a franchise shall be conducted in the same manner as for an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 13)

#### **5.04.120 Early discontinuance of service by franchisee.**

- A. If a franchisee discontinues service before the expiration of his or her franchise, the Board shall set a time by which applications must be submitted for a new franchise in the ASA.
- B. The administrator shall develop an interim plan for coverage of the ASA, using existing franchisees and/or other available resources until the ASA can be reassigned.
- C. The administrator 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 administrator may renew a temporary certificate for one additional six-month period. (Ord. 95-6 § 14)

#### **5.04.130 Transfer of franchises.**

A franchisee may transfer his or her 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 an application pursuant to Sections 5.04.070, 5.04.090 and 5.04.100. (Ord. 95-6 § 15)

#### **5.04.140 Enforcement of franchise provisions.**

- A. Subject to the policies stated in Section 5.04.010, and in addition to the remedy provided in Section 5.04.150, and penalties provided elsewhere in this chapter or at law, 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 subsection.

- B. If in the judgment of the administrator, there is sufficient evidence to constitute a violation of applicable local, state or federal law, this chapter, ORS Chapter 823 or the rules promulgated thereunder, the ASA Plan, or if 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, as is provided by law for the service of a summons, of the violation and what steps he or she must take to cure the violation. The administrator shall send a copy of the notice to the Board and to the Committee.
- C. 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 or her request for a hearing on the administrator'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.
- D. 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.
- E. 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. (Ord. 95-6 § 16)

#### **5.04.150 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 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 other person to provide services. (Ord. 95-6 § 17)

#### **5.04.160 Appeals, abatement and penalties.**

- A. All the decisions of the Board under this chapter shall be reviewable by the Circuit Court of the State of Oregon for the County of Clatsop, only by way of writ of review.
- B. The provision of emergency ambulance service by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance and the Board 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 emergency ambulance service.

- C. Any person who violates any of the provisions of this chapter is guilty of a violation. 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.
- D. Violations of these provisions are punishable, upon conviction, by a fine of not more than \$500.00 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 \$500.00 per day up to a maximum of \$1,000.00 as provided by law. (Ord. 95-6 § 18)

**5.04.170 Duties of ambulance service franchisee.**

The franchisee:

- A. Shall conduct its operation in compliance with all applicable state and federal laws, rules and regulations, the terms of this chapter and the Clatsop County ASA Plan.
- B. Shall not fail or refuse to respond to an emergency call for service when an ambulance is available for service.
- C. Shall not respond to a medical emergency located outside its assigned ASA except:
  - 1. 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;
  - 2. When the franchisee assigned to the ASA is unavailable to respond and the franchisee is requested by another franchisee or 9-1-1 dispatch to respond; or
  - 3. When the response is for supplemental assistance or mutual aid.
- D. Shall not voluntarily discontinue service to his or her assigned ASA until he or she has:
  - 1. Given 90 days' written notice to the administrator, or
  - 2. Obtained written approval of the Board.
- E. Subsection D of this section shall not apply to:
  - 1. Change, restriction or termination of service when required by any public agency, public body or court having jurisdiction; or
  - 2. Transfer of franchises pursuant to Section 5.04.130 of this chapter. (Ord. 95-6 § 19)

**5.04.180 Ambulance Service Area (ASA) Advisory Committee.**

- A. There is hereby created an Ambulance Service Area (ASA) Advisory Committee.
- B. 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.
- C. Except for the ASA administrator and other Clatsop County staff, appointments shall be for staggered terms on the initial Committee for a term not to exceed three years. Subsequent appointments shall be for two-year terms. Members shall serve until their successors are appointed and qualified. Vacancies shall be filled by the Board for the balance of the unexpired term. Persons may be appointed to successive terms.

- D. The Committee shall elect a chairperson. The Committee shall meet at such times as it deems necessary or as called by the Administrator or the Board. The chairperson or any of the seven members of the Committee may call a special meeting with five days' notice to other members of the Committee; provided however, that members may waive such notice.
- E. Fifty percent plus one constitute a quorum for the transaction of business. A majority vote of those present and voting is required to pass motions.
- F. In addition to other duties prescribed by this chapter the Committee shall:
  - 1. Review and make recommendations to the Board regarding the selection criteria for determining a franchise to provide emergency ambulance service.
  - 2. Regularly provide information to the Board from prehospital care consumers, providers and the medical community.
  - 3. Periodically review the ASA Plan and make recommendations to the Board, including, but not limited to:
    - a. Review the standards established in the Plan and make recommendations regarding improvement of or new standards as required by OAR 333-260-050;
    - b. Monitor the coordination between emergency medical service resources;
    - c. Review dispatch procedures and compliance; and
    - d. Review the effectiveness and efficiency of the ASA boundaries.
  - 4. Implement the quality assurance program outlined in the ASA Plan to insure compliance with the ASA Plan.
  - 5. Perform such other duties as directed by the Board.
- G. 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. (Ord. 95-6 § 20)

**5.04.190 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 823 and rules promulgated pursuant thereto. (Ord. 95-6 § 21)

**5.04.200 Initial responder.**

Nothing in these provisions prohibits a 9-1-1 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. (Ord. 95-6 § 22)

RECORDED

JUN 17 2016

Doc# 2016060030

## AGREEMENT

This Agreement is between Medix Ambulance Service, Inc., an Oregon corporation, ("Medix"), and Clatsop County, a political subdivision of the State of Oregon ("County"). Medix provides for emergency and non-emergency ambulance services through the Clatsop County Ambulance Service Area Ordinance, as may be amended from time to time, hereinafter referred to as "ASA Ordinance," and the Clatsop County Ambulance Service Area Plan, as may be amended from time to time, hereinafter referred to as "ASA Plan."

### Recitals

Medix requested renewal of an exclusive franchise originally granted in 1995 to provide emergency and non-emergency ambulance services in Clatsop County Ambulance Service Area ASA. Based upon the Ambulance Service Area Advisory Committee ("ASAA Committee") recommendation and information submitted to the ASA Committee and at a public hearing, the County approved renewal of the franchise, to be governed pursuant to the requirements of the Oregon law, Oregon Administrative Rule, the ASA ordinance, and the ASA Plan and this agreement as set forth below.

1. Authorization. Medix is authorized to, and shall furnish ambulance service, including the equipment and materials as hereinafter set forth within the Ambulance Service Area granted herein.
2. Compliance. Medix shall comply with terms of the ASA Ordinance located at: [http://www.co.clatsop.or.us/sites/default/files/fileattachments/county\\_government/page/971/code-title\\_5.pdf](http://www.co.clatsop.or.us/sites/default/files/fileattachments/county_government/page/971/code-title_5.pdf) and the ASA Plan which is incorporated into this agreement by this reference, and the applicable terms of ORS Chapter 682, any rules and regulations issued pursuant to ORS Chapter 682, including but not limited to OAR 333-260-0000 to 333-260-0070, and any other applicable state, federal or local laws, rules or regulations. The County reserves the right to enact additional rules and regulations from time to time as it deems necessary to protect the health, interest, safety and welfare of the public in relation to emergency and non-emergency ambulance services, provided that any county rules and regulations shall not be inconsistent with the provisions of applicable state regulations mentioned in this subsection. Pursuant to OAR 333-250-0000, the County may establish requirements more stringent than those set forth in the state rules.
3. Area Definitions:
  - A. County Service Area. Medix shall operate within the established Clatsop County Ambulance Service Area (ASA) which is all of the area within Clatsop County's



jurisdictional boundaries except those areas within the boundaries of Clatskanie Rural Fire Protection District and Mist-Birkenfeld Rural Fire Protection District.

B. Core Area. For purposes of this agreement the 'Core Area' boundaries are defined as the areas served along Hwy 101 from Arch Cape North to Astoria, as far East on Highway 26 as the Highway 53 Junction, and as far East on Highway 30 as the Knappa Junction.

C. Medix Service Area. Medix service area includes all of Clatsop County, and in addition, it operates in Southern Pacific County, Washington, with an eastern boundary of MP 15-24 on Highway 101, and Dismal Nitch on Highway 104, and as far North on the Peninsula as the Northern boundary of the City of Long Beach.

4. Liability Insurance. Medix shall obtain and maintain insurance coverage satisfactory to County, Medix shall add County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Clatsop County as an Additional Insured and provide Notice of Cancellation as set forth in the policy covering its activities and operations under this agreement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. If Medix, for any reason, fails to maintain insurance coverage as required pursuant to this Agreement, the same shall be deemed a major breach of contract, which is dangerous to public health and safety.

5. Workers' Compensation and Unemployment Insurance. Medix shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Medix shall provide the County with evidence that it is a carrier insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, and full compliance with Oregon unemployment insurance requirements.

6. Independent Contractor. Medix will work as an independent contractor and will be responsible for any federal or state taxes applicable to services rendered by Contractor. Its employees and agents will not be eligible for any benefits as a result of payments pursuant to this agreement for federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits.

7. Employment and Public Contract Laws. Medix acknowledges that it is aware and fully understand and shall fully comply with all applicable wage, hour and labor

standards required by State or Federal law. Public Contracting law, ORS 279B.220 through 279B.235 and 279C.500 through 279B.870 as applicable are incorporated herein by reference.

8. Indemnity. Medix shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of Medix, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

9. Attorneys' fees. Medix shall defend the County, its agents and employees against any such claims and to further reimburse the County for its reasonable expenses, costs and attorney fees associated with defending any such claims, even though to suit or action is instituted.

10. Third Party Claims. Medix waives any claims it may have against County, its commissioners, officers, agents and employees, arising out of the County's failure to seek bids prior to entering into this agreement and further shall defend County, its commissioners, officers, agents and employees from any liability therefore to third parties alleging harm therefrom.

11. Performance Requirements

A. Coverage Requirements. Emergency ambulance service is defined as 24 hours per day paramedic-staffed ambulance service, for all calls triaged as requiring an emergency response. Emergency response is determined utilizing the emergency medical dispatch (EMD) card system adopted by the County. This includes calls received by non-emergency or inter-facility ambulance providers and triaged as emergency responses utilizing the EMD card system.

B. Response Time Requirements. Requests for emergency ambulance services shall meet the established County Core Area and zone requirements as established in the Ambulance Service Plan. Medix agrees to a required 45-reponse time for Code 1 calls with the exception of diversion to a Code 3 call. The Code 1 response time includes a requirement to meet that designated response time 90% of the time.

C. Ambulance Staging. Medix agrees to have 2 ambulances in the Core Area (as defined in Section 3. of this agreement) at all times and 3 ambulances in the Medix Service Area (as defined in Section 3 of this agreement) at all times.

D. Unit Hour Utilization Requirements. "Unit hour utilization" is a measure of productivity. A "unit hour" is equal to one hour of service by a fully equipped and staffed ambulance available for dispatch or assigned to a call. "Utilization" is the comparison between the number of unit hours of availability with the actual time used for treatment and transport. The intent of monitoring unit hour utilization (UHU) is to allow for staff rest and recovery as a mechanism for promoting and insuring quality of care, safety and service. Unit hour utilization is not to exceed an average of 0.4500, measured daily and averaged over the term of a month.

E. Performance Reports. Medix shall provide quarterly reports to County within 15 days of quarter end, for evaluation in determining if performance standards and response time requirements are being met. Medix shall participate in review period evaluations as required in Section 14 herein.

F. Non-Emergency and Inter-Facility Services. Any non-emergency or inter-facility services, or services outside the County Service Area, shall not negatively impact Medix ability to meet the requirements of this Agreement.

G. Dispatch Center. Medix shall cooperate and communicate with 9-1-1 centers to assure smooth delivery of dispatched services. Medix will notify the appropriate dispatch center when delayed to a service call by more than 10 minutes. Medix agrees to work with County in the identification of additional dispatch information that would be of use to Clatsop County 9-1-1 centers to improve the emergency medical system. Medix will maintain an automatic vehicle locator in all ambulances used in the performance of this Agreement.

H. Disaster Response. Medix shall maintain a Mass Casualty Incident plan. In the event of a man-made or natural disaster, a declared emergency by an appropriate governmental agency or any other situation as determined by the County, Medix shall not charge County for additional costs unless a federal or state source of funds are available, or the County determines that billing is appropriate under the circumstances. Medix shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by Medix in the course of rendering such disaster assistance, and shall not include costs to maintain production capacity that would have normally been borne by Medix had the disaster not occurred.

I. Fire Service Coordination. Medix has and will attempt in good faith to obtain current Mutual Aid agreements with local fire departments and copies of said agreements will be included as an appendix item within the ASA Plan.

12. Licenses. Medix must have and maintain a state license for the provision of EMS/Ambulance services and agrees to provide County with a copy of required license upon signature of this agreement and upon renewal of the license. Medix shall maintain all required licenses or certifications required for personnel, ambulances, and other equipment in accordance with state, federal, and local laws, rules, and regulations.

13. Subcontracting. Medix may subcontract out services required by this franchise only with the prior written consent of County. Medix shall be held responsible for the services furnished by any subcontractor, including compliance with the franchise provisions and the terms of this Agreement, the ASA Ordinance and the ASA Plan.

14. Term. The term of this Agreement begins June 1, 2016 and shall end on May 31, 2021. This five (5) year contract shall consist of three (3), 18-month review periods, with a final six (6) month period. At the end of each 18-month period, County staff will evaluate Medix performance, and report findings to the ASAA Committee. Assessments will be based on the 18-month periodic assessment sheet attached as Appendix A. It is mutually understood by both parties that the parameters in the 18-month Periodic Assessment tool may have limited or different applications and value in monitoring and assessing the performance of the Medix, and that over time and experience that there may be a need to assess and revise some of the standards and parameters along with their applications. In the event that Medix does not perform at or above the standard, the ASA Committee may recommend termination to the Clatsop County Board of Commissioners.

15. Default. This franchise may be terminated upon a recommendation by the ASA Committee and a finding by the Board of County Commissioners that Medix has:

A. Failed to substantially comply with the provisions the ASA ordinance, the ASA Plan or provisions of state or federal laws and regulations.

B. Materially misrepresented facts or information given part of the review of the performance of the service furnished by Medix.

C. Materially failed to meet the performance standards set forth herein.

D. Had its ambulance licenses suspended or revoked by the State.

E. Filed voluntary or involuntary bankruptcy, or made a general assignment for the benefit of creditors, or had a trustee appointed to manage its affairs.

F. Failed to take timely corrective action in response to written notice from County of a breach of contract terms.

G. Had its insurance coverage cancelled without comparable coverage in place, or failed to provide County certificates naming County as additional insured.

16. Remedy. Upon a declaration of default, County may sue for damages or take any other action allowed by law and, in the event of a major default, including, without limitation, termination of this Agreement. These remedies are independent, cumulative and not exclusive. The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public. In the event of a major default, the County may elect to terminate this Agreement and shall be entitled to receive as liquidated damages, and not as a penalty, the sum of \$2,000 per day until a substitute provider commences, but in no event for more than 90 days. An entity authorized in the interim or emergency basis to provide services shall not be considered a substitute provider. The County shall make diligent, good faith efforts to promptly secure acceptable substitute providers so as to minimize the imposed liquidated damages. Medix acknowledges that it had an opportunity to contest this amount, and concurs with the County that it constitutes a reasonable and genuine attempt to estimate damages and costs which are not readily ascertainable or otherwise recoverable.

17. No property interest. Nothing in the awarding of the original franchise, the granting of extensions, the granting of a license, or the execution of this Agreement, shall in any way be construed as establishing a property interest or any other entitlement other than to permit Medix to enforce the terms of this Agreement.

18. No discrimination. Medix agrees to comply with the Civil Rights Act of 1964, and 1991, the Americans with Disability Act of 1990 as amended (ADA), 42 USC §§ 12101-17, 12201-13 (Supp. V 1994), Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part that no qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives Federal financial assistance.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if the forbearance or waiver had not occurred.

20. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind

preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

21. Time Essence. Time is of the essence of this agreement.

22. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party

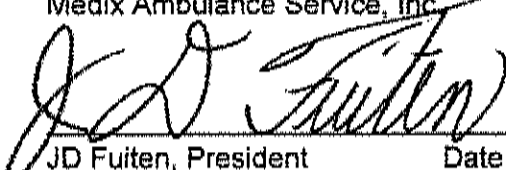
23. Oregon Law. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first set out above.

Clatsop County Board of Commissioners

  
\_\_\_\_\_  
Scott Lee, Chair                      Date

Medix Ambulance Service, Inc.

 5/26/2016  
\_\_\_\_\_  
JD Fuiten, President                      Date

## APPENDIX A

### Clatsop County Ambulance Service Area Franchise Agreement 18-Month Periodic Assessment

Period (1) Ending: December 2017

CRITERIA:			MEETS STANDARD:	
			Yes	No
1	Requirement: 90% Overall County Response Time Reference: Contract and ASA Plan Comments:			
2	Requirement: Monthly Unit Hour Utilization Rate at 0.4500 or less Reference: Franchise Agreement and ASA Plan Comments:			
3	Requirement: 90% 45-Minute Response Time for Code 1 Calls Reference: Franchise Agreement Comments:			
4	Requirement: Meet Equipment Standards Reference: Oregon Administrative Rule 333-255 Comments:			
5	Requirement: EMD Dispatch Training within 6 Months of Hire Reference: Comments:			
6	Requirement: Meet Employee Training Standard Reference: Oregon Administrative Rule 333-250-0043-1 Comments:			
7	Requirement: Maintain Patient Records per Retention Period Reference: Oregon Administrative Rule 333-250 Comments:			
8	Requirement: Notify ASA of Post/Staff Changes Prior to Implementation Reference: Comments:			
9	Requirement: Ambulance Dispatched within 60 seconds of receipt of call Reference: Comments:			
10	Requirement: Maintain State licensure of all Franchise Ambulances Reference: Comments:			

11	Requirement:	Staff Ambulances according to Clatsop Co ASA Plan		
	Reference:			
	Comments:			
12	Requirement:	Failure to respond an Ambulance as set forth in Clatsop County ASA plan.		
	Reference:			
	Comments:			
13	Requirement:	Record and retain all dispatch related telephone and radio Communications		
	Reference:			
	Comments:			
14	Requirement:	Maintain adequate and appropriate records of responses, Patient care and maintenance for the retention period as set Forth in Oregon Administrative Rule.		
	Reference:	OAR		
	Comments:			
15	Requirement:	Upon receiving "Direct Call" requiring Fire Agency response, notify fire dispatch within 60 seconds		
	Reference:			
	Comments:			
16	Requirement:	Maintain mutual assistance agreements as provided, with Fire Agencies and ambulance agencies.		
	Reference:			
	Comments:			