

02/20/2023

Morrow County Board of Commissioners
Bartholomew Building
110 N. Court Street
Heppner, OR 97836

Dear Morrow County Commissioners,

I respectfully request that this letter and the attached documents be placed in the public meeting packet for the February 22, 2023 Board of Commissioners meeting. I further request to be added to the agenda following Chief Hughes' presentation concerning Ordinance MC-C-4-98.

The cover sheet for Chief Hughes' presentation states the ASA Plan must be submitted to and approved by the Oregon Health Authority every five years. This is correct. The ASA Plan was most recently approved by OHA on March 24, 2022 (see attached). Prior to this, the ASA Plan has been approved by OHA every five years per Oregon Administrative Rules. There is no requirement for the BOC to periodically amend MC-C-4-98 unless the BOC chooses to do so. The ASA Plan is in and of itself an Ordinance approved by the BOC (see page 6 of the currently approved ASA Plan). The ASA Plan Chief Hughes included in his packet is not the current ASA Plan. See attached ASA Plan approved by OHA on March 24, 2022.

The ASA Plan specifically tasks the Morrow County EMS Advisory Committee with administering and enforcing the ASA Plan. Proposed modifications to the ASA Plan are to be referred to the Committee. In March of 2022, Chief Hughes requested that the Committee support his requested modifications to the ASA Plan. The Committee issued a determination (attached) declining to amend the ASA Plan.

In September of 2022, MCHD made a good faith effort to mediate with BFRD to reach agreement about the provision of EMS services in Boardman. When these efforts did not resolve the issue, MCHD called a hearing for January of 2023 as required by the ASA Plan to attempt to resolve BFRD's non-compliance with the ASA Plan. (See attached notice of hearing.) After receiving the notice of hearing, BFRD again agreed to engage in mediation. At BFRD's request, MCHD postponed the hearing to allow for mediation to proceed. Mediation is currently scheduled for April 17, 2023.

MCHD strongly desires to resolve BFRD's concerns in a mutually beneficial manner. MCHD has provided ambulance service to the entire county as one ambulance service area for over 30 years. Because the District operates a critical access hospital, we are eligible for enhanced federal funding, which is not accessible to any other entity in the region. This funding model makes the District the most fiscally prudent option to provide ambulance services in Morrow County.

A competing service in Boardman **would impact the District's eligibility for enhanced federal funding and would eliminate that funding across the District's entire ambulance service.**

The District currently subsidizes EMS services to cover a loss of **\$550,000 per year** per staffed location. If the District loses the enhanced federal funding, the annual deficit increases to **\$900,000 per year** per staffed location for a **total deficit of \$2,700,000 per year** across the county.

The purpose of a health district is to provide medical services to communities that otherwise could not support such services as in the case of EMS in Morrow County. Tax dollars are used to provide these health services to help our communities stay vital and healthy. MCHD does not have sufficient funds to subsidize EMS services at \$2,700,000 per year and as such, that financial burden would fall to Morrow County, who ultimately has the legal responsibility to provide ambulance services to **all** of Morrow County.

BFRD has **not** put forth a financial model showing they can support EMS services in Boardman nor has BFRD demonstrated a need for increased EMS services in Boardman. MCHD has consistently outperformed all measures outlined in the ASA Plan and provides more ambulances per capita than all surrounding licensed service providers (two in Boardman, two in Irrigon, one in Lone, and two in Heppner).

BFRD approaching the BOC at this point in time is an attempt to circumvent the established legal processes for amendment to the ASA Plan. Additionally, BFRD has agreed to engage in mediation (scheduled for April 17, 2023) with the goal of entering into an Intergovernmental Agreement, which would allow BFRD's ambulances to operate as part of MCHD's team. This would increase the available ambulances to four versus the two which would be available if BFRD were the sole provider of ambulance services in Boardman. (Under the OARs, each ambulance service area may have only one ambulance service provider.)

We respectfully ask the BOC to refer BFRD back to the mediation process to resolve their concerns. To do otherwise presents a serious risk to the financial stability and availability of ambulance services in Morrow County.

Sincerely,



Emily Roberts
Chief Executive Officer



March 24, 2022

Nazario Rivera
Director of Public Health
Morrow County Health Department
110 N. Court St.
Heppner, OR 97836

Dear Mr. Rivera,

The Oregon Health Authority, Emergency Medical Services and Trauma Systems Program (Authority) is responsible for ambulance service area plan review in the State of Oregon (ORS 682.204 to 682.991; OAR 333, Divisions 260, 255 and 265). The following information outlines the findings generated after an ambulance service area plan review.

The Authority finds Morrow County's Ambulance Service Area Plan complies with OAR 333-260-0000 through 333-260-0070. The Authority is pleased to approve Morrow County's Ambulance Service Area Plan.

The report is categorized into two sections which include Further Development Required and Recommendations. The county does not need to address the comments in the Recommendations section, but it is encouraged for a stronger ASA plan.

FURTHER DEVELOPMENT REQUIRED

None.

RECOMMENDATIONS

None.

Morrow County's Ambulance Service Area Plan will ensure that the residents of and visitors to the county will have access to efficient and effective prehospital emergency medical care and ambulance service.

Thank you,

Elizabeth Heckathorn
Deputy Director, EMS & Trauma Systems
Oregon Health Authority, Public Health Division
elizabeth.e.heckathorn@state.or.us

cc: Morrow County Ambulance Service Area Advisory Committee

MORROW COUNTY
AMBULANCE SERVICE AREA PLAN

Morrow County Ambulance Service Area Plan

Table of Contents

Table of Contents Page 1

Definitions Page 3

Overview of Morrow County Page 7

Boundaries Page 8

ASA Alternatives Page 9

Systems Elements

 Pre-Arranged Non-Emergency Transfer.....Page 9

 Times..... Page 9

 Level of Care..... Page 9

 Personnel..... Page 10

 Medical Supervision Page 11

 Patient Care Equipment Page 12

 Vehicles..... Page 12

 Training..... Page 12

 Quality Assurance Page 13

Coordination

 Administration of the Plan..... Page 18

 Complaint Review Process Page 18

 Mutual Aid Agreement Page 19

 Disaster Response Page 19

Emergency Communications	Page 22
Provider Selection	Page 25
Mass Casualty Incident Plan	Page 29
Appendices	
ASA Map With Response Time Zones	#1
9-1-1 Map.....	#2
Incorporated City Maps	#3
Fire District Boundaries Maps.....	#4
Intergovernmental Agreements.....	#5
Mutual Aid Agreement (Example).....	#6
Mass Casualty Incident Management Plan Approval Letter.....	#7
Ambulance Inspection Forms	#8
Morrow County EMS Ordinance	#9

DEFINITIONS

1. “Ambulance” means any privately or publicly owned motor vehicle, aircraft, or marine craft operated by a Division-licensed ambulance service and that is regularly provided or offered to be provided for the emergency and non-emergency transportation of persons suffering from illness, injury or disability.
2. “Ambulance Service” means any individual, partnership, corporation, association, governmental agency or other entity that holds a Division-issued ambulance service license to provide emergency and non-emergency care and transportation to sick, injured or disabled persons.
3. “Ambulance Service Area (ASA)” means a geographic area which is served by one ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
4. “Ambulance Service Plan (Plan)” means a written document, which outlines a process for establishing a county emergency medical services system. A plan addresses the need for and coordination of ambulance services by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules. Approval of a plan shall not depend upon whether it maintains an existing system of providers or changes the system. For example, a plan may substitute franchising for an open-market system.
5. “Ambulance Service Provider” means a licensed ambulance service that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.
6. “County Government or County Governing Body (County)” means a Board of County Commissioners or a County Court.
7. “Communication System” means two-way radio communications between ambulances, dispatchers, hospitals and other agencies as needed. A two-channel multi-frequency capacity is minimally required.
8. “Division” means the Public Health Division, Oregon Health Authority.
9. “Effective provision of ambulance services” means ambulance services provided in compliance with the county ambulance service plan provisions for boundaries, coordination and system elements.
10. “Efficient provision of ambulance services” means effective ambulance services provided in compliance with the county ambulance service plan provisions for provider selection.

11. “Emergency” means any non-hospital occurrence or situation involving illness, injury or disability requiring immediate medical or psychiatric services, wherein delay in the provision of such services is likely to aggravate the condition and endanger personal health or safety.
12. “Emergency Medical Service (EMS)” means those pre-hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.
13. “EMS Advisory Committee/QA Subcommittee” means a ten (10) person committee chosen by the Board to ensure ASA Plan compliance.
14. “Emergency Medical Technician Basic (EMT B)” means a person certified by the Division as defined in OAR 333-265-0000(8).
15. “Emergency Medical Technician Intermediate (EMT I)” means a person certified by the Division as defined in OAR 333-265-0000(9).
16. “Emergency Medical Technician Paramedic (EMT P)” means a person certified by the Division as defined in OAE 333-265-0000(10).
17. “First Responder” means a person who has successfully completed a first responder training course approved by the Division as defined in OAR 847-35-0001(7)
18. “Health Officer” means the Morrow County Health Officer.
19. “License” means the document issued by the Division to the owner of an ambulance when the vehicle is found to be in compliance with ORS 682.015 to 682.991 and Administrative Rules 333-250-0000 through 333-250-0100 and 333-255-000 through 333-255-0090.
20. “Morrow County Court (Court)” means an elected body consisting of 3 County commissioners.
21. “Morrow County Health District (Board)” means a five (5) person board elected by the voters of Morrow County. The Board is elected to assure that all areas of the county are represented. The primary responsibility of the Board is to administer the county medical fund and to administer and oversee all aspects of the medical needs of Morrow County.
22. “Notification Time” means the length of time between the initial receipt of the request for emergency medical service by either a provider or an emergency dispatch center (9-1-1), and the notification of all responding emergency medical service personnel.

23. "Owner" means the person having all the incidents of ownership in a vehicle or, where the incidents of ownership are in different persons, the person, other than a security interest holder or lessor, entitled to the possession of a vehicle under a security agreement of a lease for a term of ten (10) or more successive days.
24. "Patient" means an ill, injured, or disabled person who may be transported in an ambulance.
25. "Provider" means any public, private or volunteer entity providing EMS.
26. "Provider selection process" means the process established by the county for selecting an ambulance service provider or providers.
27. "Public Service Answering Point (PSAP)" means an agency that answers calls from citizens for emergencies involving requests for emergency fire, police or medical assistance. An example of a PSAP is a 9-1-1 Center.
28. "Quick Response Team (QRT)" means an agency that provides initial response and basic life support care without transportation capabilities by certified First Responders.
29. "Response time" means the length of time between the notification of each provider and the arrival of each provider's emergency medical service unit(s) at the incident scene.
30. "Supervising physician" has the meaning provided in OAR 847-35-001.
31. "System response time" means the elapsed time from when the PSAP receives the call until the arrival of the appropriate provider unit(s) on the scene.

OVERVIEW OF MORROW COUNTY

Morrow County is located in north central Oregon, east of the Cascade Mountains. The northern border extends 35 miles along the Columbia River and the State of Washington. The northern terrain consists of primarily rolling plains and broad plateaus. The southern terrain consists of the Umatilla National Forest and Blue Mountains. Within the county lies two military installations: Umatilla Army Depot and the U.S. Navy bombing Range. The county has an area of approximately 2,000 square miles and population of roughly 13,000.

Morrow County is a sparsely populated county that is remote from ambulance service and therefore must rely on quick response teams for initial emergency medical care. Quick response teams have been established in Lexington. These teams are provided with a comprehensive first aid kit which includes medical oxygen.

Morrow County averages 1300 requests for ambulance service each year. This figure includes: emergency and non-emergency scene response; hospital to home transfers; inter-facility transfers; stand-bys; and no patient transports. An ambulance service would need massive subsidies if it were required to place an ambulance outside the cities of Boardman, Irrigon, and Heppner. It would be very difficult for personnel to maintain both their skills and interest. Based on the above information, the county will be considered a single EMS area. Occasionally, an incident within the county may be handled more expediently by a service located in an adjoining county. Mutual aid agreements will be enacted with the ambulance providers from the adjoining counties for that purpose.

The current ambulance provider is owned and operated by the Morrow County Health District, Morrow County Ambulance located in Heppner, Ione, Boardman, and Irrigon. Morrow County Ambulance, Heppner, which is staffed both paid and volunteer personnel, operates two units from their location at Pioneer Memorial Hospital, 564 E. Pioneer Drive in Heppner. Morrow County Ambulance, Heppner, has 7 EMT-B's, 3 EMT-I's, and 1-EMT-P. Morrow County Ambulance, Boardman, which is staffed by paid and volunteer personnel, operates two units from their location at West Wilson Road, Boardman. Morrow County Ambulance, Boardman, has 7 EMT-B's, 6 EMT-I's and 1 EMT P. At least one ambulance at each location is an ALS equipped vehicle. Morrow County Ambulance, Irrigon, has 3 EMT-Bs, and 3 EMT-I's and 1 EMT-Ps. Irrigon is serviced by one ALS equipped ambulance, located at 3d & N. Main. Morrow County Ambulance, Ione, has 1 EMT Bs and is equipped with 1 BLS ambulance.

The following is the Ambulance Service Area Plan and ambulance ordinance for Morrow County. By developing this document, it will help to ensure that the citizens of Morrow County have access to an efficient and effective ambulance service in spite of this being a remote and sparsely populated area.

BOUNDARIES

ASA MAP(s) WITH RESPONSE TIME ZONES (See Appendix #1)

ASA NARRATIVE DESCRIPTION

The Morrow County ASA, Boardman, encompasses all the territory to the East along I-84 starting at milepost 150 (Morrow/Gilliam County Line) to milepost 177 (Morrow/Umatilla County Line) and to mile post 169 (Railroad overpass) Highway 730, to the South on the Bombing Range Road to Alpine Lane.

The Morrow County ASA, Heppner, encompasses all the territory to the North from milepost 25 (Morrow/Wheeler County Line) on Highway 207 (Heppner-Spray Highway) to milepost 14B on Highway 207 (Lexington-Echo Highway). East from milepost 8 (Morrow/Gilliam County Line) on Highway 74 to milepost 73 (Morrow/Umatilla County Line) on Highway 74, on Highway 206 from Condon starting at milepost 55 (Morrow/Gilliam County line) to the Junction with Highway 207. Morrow County ASA, Heppner, will include Willow Creek Road East to Morrow/Umatilla County line on Forest Service Road 53.

The Morrow County ASA, Irrigon, encompasses all the territory to the West from milepost 179 on Highway 730 (Morrow/Umatilla County Line) to milepost 169 (Railroad Overpass) and from the Columbia River South to I-84.

9-1-1 MAPS (See Appendix #2)

9-1-1 NARRATIVE DESCRIPTION

The enhanced 9-1-1 Boundaries can be described as encompassing all of Morrow County. The entire County was served by 9-1-1 as of 1980. Morrow County is served by a County-wide EMS dispatch & PSAP. It is located at the Morrow County Sheriff's Office in Heppner.

INCORPORATED CITIES (See Appendix #3)

FIRE DISTRICT BOUNDARIES (See Appendix #4)

NOTE: For Intergovernmental agreements: (See Appendix #5) for sample. Intergovernmental agreements will be reviewed and evaluated and change if deemed necessary every two (2) years.

ASA ALTERNATIVES CONSIDERED TO REDUCE RESPONSE TIMES

Morrow County is covered by a single ASA. The intent of boundary definitions is to limit the effects of artificial & geographic barriers on response time, recognizing that response patterns may change due to local conditions such as road closure and weather. Morrow County has many natural response barriers, including rivers and large roadless areas which were considered when designating the ASA.

The principle (potential) artificial barrier to response time throughout Morrow County is the fact that most EMS personnel are volunteers, and as such are subject to other employment obligations and non-EMS activities. Consequently, response times can potentially be delayed through the process of locating available personnel. A three-year plan is underway to increase the number of paid EMS personnel in Boardman, Heppner, and Irrigon to eight (8) FTE in each location. Ambulance halls in Boardman, Heppner, and Irrigon will be staffed 24/7 by paid personnel and may be backed up by volunteers. This model is expected to reduce the impact of this barrier.

A second potential artificial barrier is the limited number of ambulances in the county. If existing ambulances in the county are already responding to an incident, response times to subsequent incidents may be delayed while mutual aid is summoned and other units respond from a more distant location.

In instances in which a response may be delayed, there are several options which may be considered and employed based on the circumstances:

- Multiple ambulances may be dispatched from different locations within the ASA and/or outside of the ASA utilizing mutual aid agreements,
- An air ambulance may be requested,
- Additional personnel may be requested,
- Other agencies, such as the fire district, may be contacted for assistance.

SYSTEM ELEMENTS – PRE-ARRANGED NON-EMERGENCY TRANSFERS

1. Morrow County Ambulance Service retains the first right of refusal for non-emergency ambulance and inter-hospital transfers.
2. In the event that Morrow County Ambulance Service is unavailable, it is the responsibility of the hospital to find transportation.

SYSTEM ELEMENTS - TIMES

1. Notification times for all responding EMS personnel shall not exceed three (3) minutes.
2. Response times for First Responders and ASA providers shall not exceed:
 - a. Twenty (20) minutes on 90% of all EMS calls in rural areas.
 - b. Four and one-half (4 1/2) hours on 90% of all calls in frontier areas.
 - c. For response times to a specific address refer to the appropriate ASA time zone map, Appendix #1.

SYSTEM ELEMENTS - LEVEL OF CARE

To establish a minimum level of prehospital emergency medical care within Morrow County, the ambulance providers and QRTs shall conform to the following standards:

- a. The QRTs shall provide a minimum level of basic life support care using Authority-certified First Responders.
- b. The ambulance service provider shall provide the minimum level of basic life support using Authority-certified EMT B or EMT Is.
- c. ALS ambulances shall be dispatched as available on all requests for medical assistance which are triaged as requiring ALS services according to the standards adopted by ATAB rules and Morrow County EMS Advisory Committee.

SYSTEM ELEMENTS - PERSONNEL

To establish a minimum of personnel staffing within Morrow County, the ambulance service provider and QRTs shall conform to the following standards:

- a. The QRTs shall respond with a minimum of one (1) person who is a certified First Responder.
- b. The QRTs may be staffed with in-house or on-call paid, per diem or volunteer personnel.
- c. The ambulance service provider shall respond with the minimum number and level of certified persons as required by the Authority.
- d. The ambulance service provider may be staffed with in-house or on-call paid, per diem or volunteer personnel.

SYSTEM ELEMENTS - MEDICAL SUPERVISION

To establish a minimum level of medical supervision within Morrow County, the ambulance service provider, QRTs, and the supervising physician shall conform to the following standards:

- a. The agencies that provide ambulance service and QRTs shall retain a supervising physician.
- b. The supervising physician or designee shall comply with OAR 847-35-025 and:
 - (1) Conduct at least one (1) meeting each calendar quarter for training and case review with First Responder, EMT B and EMT Is.
 - (2) Meet at least ten (10) times annually for training and case reviews with all EMT Ps.
 - (3) Maintain and review annually, standing orders (and on-line protocols, if used) for First Responders and EMTs.
- c. Maintain unit meeting records for attendance and minutes for such meetings.

SYSTEM ELEMENTS - PATIENT CARE EQUIPMENT

To establish a minimum standard for patient care equipment within Morrow County, the ambulance service provider and QRTs shall conform to the following standards:

- a. QRTs shall provide and maintain in proper working condition patient care equipment and supplies in sufficient quantities to provide the minimum level of patient care which they have agreed to provide.
- b. Patient care equipment and supplies, at a minimum, shall include, but are not limited to:
 - (1) stethoscope;
 - (2) blood pressure cuff;
 - (3) portable oxygen, one (1) hour supply, with regulator;
 - (4) non-rebreathing masks for infants, children and adults;
 - (5) sterile bandaging material; and
 - (6) any other items specified by the supervising physician.
- c. The ALS ambulance service provider shall maintain on each ambulance, patient care equipment and supplies which conform with the standards, requirements and maintenance provisions of all Authority statutes and administrative rules pertaining to ambulances and equipment.
- d. ALS ambulances carrying controlled substances shall be equipped to provide a locked box that is attached to the inside of a locked cabinet for the storage of Class II through IV controlled substances. The same key cannot be used for both locks.

SYSTEM ELEMENTS - VEHICLES

To establish a minimum standard for ambulances within Morrow County, the ambulance service provider shall conform to the following:

- a. The ambulance service provider shall not operate an ambulance unless the ambulance:

- (1) conforms to ORS 682.015 to 682.295 and all rules adopted by the Authority;
 - (2) has a minimum patient transport capacity of two (2) supine patients;
 - (3) is in sound mechanical operating condition; and
 - (4) has a current ambulance license that is issued by the Authority.
- b. The ambulance service provider shall maintain each ambulance in conformity with vehicular manufacturer's recommendations and recommendations of the ambulance conversion manufacturer.
 - c. The ambulance service provider shall maintain vehicular equipment which conforms to ORS 682.015 to 682.295 and all rules adopted by the Authority.
 - d. The ambulance service provider shall maintain all necessary records to demonstrate compliance with (a), (b) and (c) listed above. See vehicle check list and inspection form. (See Appendix #8.)
 - e. The ambulance service provider shall operate each ambulance in accordance with applicable motor vehicle codes, rules and statutes, and in a safe manner with due regard for lights, traffic, road and weather conditions.
 - f. No ambulance shall be operated by any person who does not meet the requirements established in OAR 333-255-0070(1), (4) or (6) plus not have been convicted of two or more moving violations in the previous twelve months or three or more moving violations in the previous twenty-four months.

SYSTEM ELEMENTS - TRAINING

In order to create a consistent level of education and training, the Morrow County EMS Advisory Committee shall cooperate with all agencies and educational facilities to create opportunities for continuing education and training for all EMS personnel. Blue Mountain Community College (BMCC) in Pendleton provides initial training for EMT B, EMT-A and EMT-I's, and continued education for EMTs to assure the availability of maintaining current EMT certificates for EMTs affiliated with the ambulance service provider. All training will meet or exceed Oregon Health Authority requirements.

SYSTEM ELEMENTS - QUALITY ASSURANCE

1. In order to ensure the delivery of efficient and effective pre-hospital emergency medical care, an EMS Quality Assurance (QA) Program is hereby established.
 - a. QA Program Structure. The QA program, shall be implemented through the establishment and operation of the EMS Advisory Committee. The Board will announce vacancies, receive applications, screen candidates, and make appointments to the EMS Advisory Committee/QA Subcommittee. The EMS Advisory Committee/QA Committee members shall serve at the pleasure of the Board without compensation. The QA Subcommittee shall meet quarterly. Terms of appointment will be for two years. The members of the EMS Advisory Committee/QA Subcommittee will choose their chairpersons. The EMS Advisory Committee/QA Subcommittee shall consist of the following:
 - (1) The supervising physician or designee for the ambulance service provider - 1;
 - (2) An EMT from each ambulance service provider location (one from Boardman, one from Heppner one from Ione and one from Irrigon) - 4;
 - (3) Director of Nursing Service or designee (one from Pioneer Memorial Hospital in Heppner and one from Good Shepherd Hospital in Hermiston) - 2;
 - (4) Fire department representative - 1;
 - (5) 9-1-1 systems representative - 1; and
 - (6) QRT representative (one from Lexington) - 1.
 - b. QA Program Process.
 - (1) The EMS Advisory Committee/QA Subcommittee shall have the following powers, duties and responsibilities:
 - (a) Advise the Board on all matters relating to pre-hospital emergency medical care.
 - (b) Annually review the ASA Plan and EMS Ordinance and make amendment recommendations to the Board.

- (c) Plan, assist and coordinate programs for the improvement of the EMS system in Morrow County.
 - (d) Advise the Board as to the standards for information required of applicants for an ambulance service provider.
 - (e) Provide an open forum for members of the public to comment on or discuss EMS systems issues.
 - (f) Foster cooperation among the pre-hospital care providers and medical community.
 - (g) Facilitate initial EMT and First Responder training and continuing education opportunities for all EMS personnel.
- (2) The QA Subcommittee shall have the following duties, powers and responsibilities:
- (a) Investigate medically related issues and items.
 - (b) Recommend to the Board any amendments to the ASA Plan and EMS Ordinance. The Board shall advise the EMS Advisory Committee/QA Subcommittee of such recommendation so that they may review and comment on such changes in a timely manner.
 - (c) Maintain familiarization with the policies and procedures of facilities in Morrow County that receive or send patients via ambulance.
 - (d) Periodically conduct a random review of at least 2% of each ambulance service provider location prehospital care report forms. Develop screens to review calls for exemplary and substandard performance, include a screen for response times by each EMS provider dispatched to the scene.
 - (e) Perform such other duties as are required to carry out the requirements of the ASA Plan as directed by the Board.
 - (f) Attempt to negotiate the correction of substandard pre-hospital emergency medical care provided in Morrow County.

- (g) Follow the guidance set forth in the QA Guidelines for the QA Subcommittee.
 - (h) Report directly to the Board on all matters coming before the QA Subcommittee.
 - (i) Adopt rules of procedure. A quorum must include a physician or designee.
- (3) EMS Advisory Committee shall conduct their meetings in accordance with the Oregon Public Meetings laws and comply with the Oregon public records law, ORS Chapter 192. Executive sessions closed to the public may be held by the QA Subcommittee when conducting investigations and reviews of patient care. Both the records and minutes of executive sessions shall be handled to ensure patient confidentiality in compliance with state and federal laws. Upon appointment, the EMS Advisory Committee/QA Subcommittee chairperson shall have the following duties powers and responsibilities:
- (a) Maintain a filing system for the records of the QA Subcommittee.
 - (b) Provide for the administration of appeals and hearings to the appropriate government bodies.
 - (c) Administer the ASA Plan and EMS Ordinance.
 - (d) Review all applications for an ASA and make documented findings and recommendations to the Board on provider selection.

c. QA Problem Resolution

- (1) In the event that the QA Subcommittee identifies a problem involving compliance with the ASA Plan, or that fails to conform to established protocols, the QA Subcommittee shall:
 - (a) request any additional information necessary to establish whether a violation or failure occurred.

- (b) contact the non-compliant provider, individual or organization in writing and identify the specific facts, laws, rules or protocols concerning the violation or failure to conform.
 - (c) request that within thirty (30) days the non-compliant provider individual or organization submit a written response and a plan to correct the deficiencies.
- (2) Upon receipt of the written response, the QA Subcommittee shall:
- (a) Review the response to ensure that it responds to all aspects of the facts, laws, rules or protocols.
 - (b) Review the written plan for resolution of the deficiency.
 - (c) Upon findings of compliance, continue to monitor the plan for solution of the deficiencies.
 - (d) Upon findings of continued non-compliance, serve written notice to comply with ASA Plan or protocol.
 - (e) If compliance is not evident with ten (10) days of receipt of the notice, schedule a meeting within the next ten (10) days and attempt to gain compliance.
 - (f) Attempt to obtain voluntary correction or compliance, but if compliance is not obtained, request a hearing on the matter before the Board.
2. QA Program - Sanctions For Non-Compliance. Sanctions for non-compliance of the ASA plan are addressed in the Morrow County EMS ordinance number MC-C-2-98, Section 13 penalties and Section 14 nuisance. (See Appendix #9)

COORDINATION - ADMINISTRATION OF THE PLAN

1. The Morrow County ASA Plan shall be administered by the EMS Advisory Committee. As representatives of the Board.
2. In addition to other functions delegated under this plan the EMS Advisory Committee shall:
 - a. annually review all aspects of the ASA plan and EMS ordinance; and
 - b. recommend changes to the ASA plan and EMS ordinance designed to:
 - (1) Remedy identified deficiencies;
 - (2) Address potential problem areas; and
 - (3) Address on-going growth and changes in the EMS system in Morrow County, the state and the nation.

COORDINATION - COMPLAINT REVIEW PROCESS

1. In the event the QA Subcommittee is unable to obtain compliance or correction of a deficiency under the procedures contained in QA Problem Resolution section of this plan, a hearing shall be conducted by the Board.
2. If any provider, individual or organization is dissatisfied with the results of a meeting with the QA Subcommittee, a request for hearing before the Board may be made by filing a request, setting forth the reasons for the hearing and the issues to be heard. The Board may prescribe forms for the filing of a request for hearing.
3. A hearing under this section shall be conducted by the Board chairperson or vice-chairperson in accordance with the Attorney General's Model Rules of Procedures.
4. In the event that the Board is unable to obtain compliance or correction as a result of a hearing, the Board shall petition and request relief from the Authority, or the Board of Medical Examiners or the Morrow County Circuit Court.
6. Any decision of the Board may be appealed to the Authority or the Morrow County Circuit Court as appropriate.

COORDINATION - MUTUAL AID AGREEMENT

1. The ambulance service provider shall sign a mutual aid agreement with the other providers within the County and respond with needed personnel and equipment in accordance with the agreement. (See Appendix #6 for example.)
2. All requests for mutual aid shall be made through the appropriate PSAP.
3. All mutual aid agreements will be reviewed annually and modified as needed by mutual consent of all parties.
4. Mutual Aid Advance Life Support (ALS) assists shall be automatically dispatched in accordance with the Emergency Medical Dispatch Protocols established by the EMS Advisory Committee.

COORDINATION - DISASTER RESPONSE

1. County resources other than ambulances.
 - a. 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 Emergency Management Office.
 - b. The Director of the County Emergency Management Office shall be responsible for locating and coordinating all county EMS resources any time that the Mass Casualty Incident (MCI) Management Plan is implemented.
 - c. The Director of the County Emergency Management Office shall work directly with local agencies, departments and governments to coordinate necessary resources during any implementation of the MCI Plan.
2. Outside county resources.
 - a. When resources from outside Morrow County are required for the provision of emergency medical services during a disaster, a request for those resources shall be made through the appropriate PSAP to the County Emergency Management Office.
 - b. The Director of the County Emergency Management Office shall be responsible for requesting and coordination all out of county resources any time the MCI Plan is implemented.

c. Additional Ambulances

(1) Rotary-wing ambulances

(a) Life Flight (Pendleton, OR)
1-800-452-7434

(b) AirLink of Oregon (Bend, OR)
1-800-621-5433

(2) Fixed-wing ambulances

(a) AirLink of Oregon (Bend, OR)
1-800-621-5433

(b) Life Flight (Pendleton, OR)
1-800-452-7434

(3) Ground ambulances

(a) Hermiston Ambulance 1-541-567-8822

(b) Umatilla Ambulance 1-541-922-3718

(c) Pendleton Ambulance 1-541-267-1442

(d) Spray Ambulance 676-5317 or 9-1-1

(e) Condon Ambulance 676-5317 or 9-1-1

(f) Arlington Ambulance 676-5317 or 9-1-1

1. Mass Casualty Incident (MCI) Management Plan
 - a. 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.
 - b. The plan identifies the responsibility of the provider concerning:
 - (1) Coordination;
 - (2) Communication;
 - (3) Move up;
 - (4) Triage; and
 - (5) Transportation.
 - c. The EMS Advisory Committee will periodically review the MCI plan and revise it to meet the counties need. Following the review and changes the Director of Emergency Management will be asked to amend the changes to the Medical component of the County Emergency Management Plan and the modified MCI plan will be promulgated. For MCI Plan and Approval letter, (See Appendix #7.)

EMERGENCY COMMUNICATIONS AND SYSTEMS ACCESS TELEPHONE

1. Telephone access. Morrow County is served by a county-wide EMS dispatch and PSAP. It is located at the Morrow County Sheriff's Office in Heppner. A small portion of the Butter Creek Area is served by the Hermiston 9-1-1 System.
2. Dispatch Procedures.
 - a. The appropriate personnel shall be notified by the dispatcher via telephone or pager within three (3) minutes of receipt of a life threatening call.
 - (1) EMS responding personnel located in Heppner, Boardman, Irrigon, Ione, and Lexington will be paged out. If there is no response within five (5) minutes, they will be paged again.
 - (2) The dispatcher will obtain from the caller, and relay to the first responders the following:
 - (a) Location of the emergency;
 - (b) Nature of the incident; and
 - (c) Any specific instructions or information that may be pertinent to the incident.
 - (3) EMS personnel shall inform the dispatch center by radio when any of the following occurs:
 - (a) In-service;
 - (b) In-route to scene or destination and type or response;
 - (c) Arrival on scene or destination;
 - (d) Transporting patient(s) to hospital or medical facility, the number of patients, and name of facility; and
 - (e) Arrival at receiving facility.

- (4) Ambulance personnel shall inform the receiving hospital by radio or by phone at the earliest possible time of the following:
 - (a) Unit identification number;
 - (b) Age and sex of each patient;
 - (c) Condition and chief complaint of the each patient;
 - (d) Vital signs of each patient;
 - (e) Treatment rendered; and
 - (f) Estimated time of arrival.

3. Radio System:

- a. PSAP shall:
 - (1) restrict access to authorized personnel only;
 - (2) meet state fire marshal standards;
 - (3) maintain radio consoles capable of communication directly with all first response agencies dispatched by them via the following frequencies: primary 154.725; secondary 155.340 (HEAR system); also the 700 mhz system
 - (4) maintain radio logs which contain all information required by the Federal Communications Commission and Oregon Revised Statutes;
 - (5) utilize plain english; and
 - (6) be equipped with a back-up power source capable of maintaining all functions of the center.
- b. The ambulance service provider shall equip and maintain radios in each ambulance and quick response vehicle that allows for the transmission and reception on 154.725 and 155.340 (HEAR) and the 700 mhz system.

4. Emergency Medical Services Dispatcher Training:
 - a. All EMS dispatchers shall successfully complete an Emergency Medical Dispatch (EMD) training course as approved by the Oregon Emergency Management Division and the Board on Public Safety Standards and Training.
 - b. Dispatchers are encouraged to attend any class, course or program which will enhance their dispatching abilities and skills.

PROVIDER SELECTION

1. Initial ambulance service provider assignment. Morrow County Ambulance Service, owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:
2. Reassignment. If at such time when a new provider is assigned to the Morrow County ASA, the assignment will be made not to exceed five (5) years. At the end of five (5) years, the ambulance service provider may reapply for another term as well as being evaluated on the service provided during the previous term.
3. Application for the Morrow County ASA:
 - a. The Morrow County ASA Plan will serve as standards established to evaluate the efficiency and effectiveness of existing service providers as well as establishing guidelines for potential applicants to a service area.
 - b. A representative will be appointed from the Board to attend regular meetings of EMS Advisory Committee, to learn the State and Federal regulations, local policies and the general operation of an ambulance service. Information will be presented to the Board at appropriate meetings to determine the effectiveness and efficiency of existing ambulance services and potential applicant services.
 - c. Should a vacancy occur in the existing Morrow County ASA, the below listed representatives will advertise the vacancy by public notice. This notice will be published in all Morrow County communities, surrounding areas, the medical community and Oregon Health Authority.
 - d. The Board will review any applications received from an ambulance service provider requesting establishing an ambulance service area in Morrow County. This group will seek necessary information and input from the EMS Advisory Committee when evaluating applications. Each ambulance service provider applicant will be required to:
 - (1) show that the service will provide equal or better pre-hospital emergency medical care as provided by existing services through a proposal and/or previous records;

- (2) show that the call volume will be sufficient to provide financial soundness for operation of the ambulance service through community use of a paid service;
 - (3) show that financial soundness for operation of the ambulance service will be obtained if the service is operated by volunteer personnel;
 - (4) show it's service will assure quality care to all persons residing in or passing through the service area;
 - (5) follow all regulations pertaining to ambulance service as set forth by the Oregon Health Authority, Oregon Board of Medical Examiners and Oregon Department of Motor Vehicles;
 - (6) provide the following information in the proposal: number and type(s) of ambulances, including medical equipment; vehicle storage arrangements; communication capabilities; dispatching capabilities; and number of personnel, qualifications and their method of providing prehospital emergency medical continuing education training; and
 - (7) adhere to all policy, procedures and guidelines set forth in the Morrow County ASA Plan.
4. In the opinion of the community/county officials and health care providers, it is not feasible at this time for a private ambulance service provider to make a proposal for any of the communities in Morrow County due to the small call volume and the vast area to cover. The County has provided pre-hospital emergency medical care for the past fifty (50) years through the efforts of dedicated volunteers. The community leaders involved in EMS are willing to listen to, assess and evaluate any proposal presented.

5. Notification of vacating an ASA:
 - a. The assigned ambulance service provider agrees to provide to Morrow County Emergency Medical Service Director a ninety (90) day notice of a decision of discontinuance of service.
 - b. A notice to vacate must be prepared and signed by the ambulance service provider's Board of Directors, if the service elects to discontinue their service in Morrow County. The statement will be presented to the appropriate agencies for action.
 - c. In the event the Morrow County Ambulance elects to discontinue and disband their pre-hospital emergency medical service care, the following procedure will be implemented until such time that an ambulance service can be restored to the effected area.
 - d. The Court and Board will request the remaining provider to adjust their service area boundaries to insure adequate coverage of the area without ambulance service until such time as the problem can be resolved and ambulance service can be restored to the affected area(s).
 - e. If possible, the officials in charge will resolve the problems within the ninety (90) day advance notice of discontinued service. The fire department(s) personnel within the disbanded area will be requested to assist with emergency medical calls. Assistance will also be requested if needed, from the closest ambulance service outside the County through a mutual aid agreement.
 - f. In the event a satisfactory solution to all parties involved cannot be reached within a reasonable amount of time, the EMS Advisory Committee will appoint a task force comprised of representative from: each ambulance service, the Board, the medical community and a citizen of each community involved (not affiliated with he health care industry), to reach a reasonable and workable solution.
 - g. The ambulance service provider vacating their area will be required to turnover their ambulance(s) and equipment to the Board for use by the recruited interim personnel until a replacement service can be established in the area. Any compensation due will be negotiated by the vacating ambulance service's Board of Directors and the Board. In the event that no solution can be reached through the Board efforts within a reasonable amount of time, assistance will be requested form the appropriate State agencies.

- h. In the event that any problems arise involving boundary assignments or reassignment, the ambulance service provider disagreeing with boundaries will present a written statement to the EMS Advisory Committee. The statement will include all pertinent facts relating to the problem(s).

- 6. Maintenance of level of service. This disbanding ambulance service provider will be required to turnover their ambulance(s) and equipment to the Board for use by the recruit interim personnel until a replacement service can be established in the area. Any compensation due will be negotiated by the disbanding ambulance service provider's Board of Directors and the Board. In the event that no solution can be reached through the Board efforts within a reasonable amount of time, assistance will be requested form the appropriate State agencies.

THE MASS CASUALTY INCIDENT PLAN

1. The purpose of the disaster response plan is to provide guidance to EMS response personnel in the coordination of response activities relating to mass casualty incidents in Morrow County. (See Appendix #7, MCI plan approval letter.)
2. **IMPLEMENTATION:** This plan shall be implemented whenever the ambulance service provider resources are unable to handle the incident or at the request of the Health Officer.
3. **COORDINATION:**
 - a. The highest ranking officers of the fire or police agency in whose jurisdiction the incident occurs shall be the incident-commander.
 - b. The senior/highest certified EMT at the scene will have overall responsibility for patient care; he/she shall work closely with the incident-commander.
 - c. The on-scene command frequency and staging area will be determined by the incident-commander. Dispatch center will advise responding units.
4. **RESPONSE GUIDELINES:**
 - a. The first EMS unit to arrive at the scene shall:
 - (1) assess nature and severity of incident;
 - (2) advise appropriate 9-1-1 PSAP of situation;
 - (3) request appropriate fire and police services; and
 - (4) request initiation of EMS mutual aid if needed.
 - b. Initial EMS Responders upon call-out shall:
 - (1) check-in with Incident-Commander;
 - (2) effect needed rescue, if trained and equipped to do;
 - (3) establish and organize the transportation of all injured, ill, or evacuated;

- (4) alert area hospital(s) of situation; and
- (5) monitor and reassess situation periodically considering:
 - (a) weather;
 - (b) topography;
 - (c) exposures;
 - (d) life threatening hazards; and
 - (e) fire hazards.

COORDINATION - PERSONNEL AND EQUIPMENT RESOURCES

- 1. The following additional personnel and equipment resources are available to support the ambulance service provider. The current telephone numbers are:
 - a. Hazardous Materials. There is limited county-wide hazardous materials equipment resources located at:
 - (1) Boardman Fire Department -- 9-1-1
 - (2) Irrigon Fire Department -- 9-1-1
 - (3) Heppner Fire Department -- 9-1-1
 - (4) O.A.R.S.--- (provides notification and activation of state agencies) --
- 1-800-452-0311 or 503-378-6377
 - (5) CHEMTREC--- 1-800-424-9300
 - (6) Hermiston Fire Department (Hazmat Decon for Eastern Oregon) 1-
541-567-8822
 - b. Search and Rescue
 - (1) Morrow County Sheriffs Office -- 9-1-1 or 676-5317
 - (2) Oregon Civil Air Patrol -- 1-800-452-0311 or 503-378-6377

(3) U.S. Coast Guard, (since the Columbia River falls under the jurisdiction of the U.S. Coast Guard, they will provide specialized aircraft and watercraft for rescue operations. These units will respond from either Astoria, OR 1-503-861-2242 or 1-503-861-6248; or Walla Walla, WA.

c. Specialized Rescue

(1) Morrow County Sheriffs Office -- 9-1-1 or 676-5317

(2) Umatilla Army Depot -- 541-564-8632

(3) U.S. Navy Bombing Range --541-481-2565

d. Extrication

(1) Boardman RFPD, Jaws and Rescue Equip -- 9-1-1

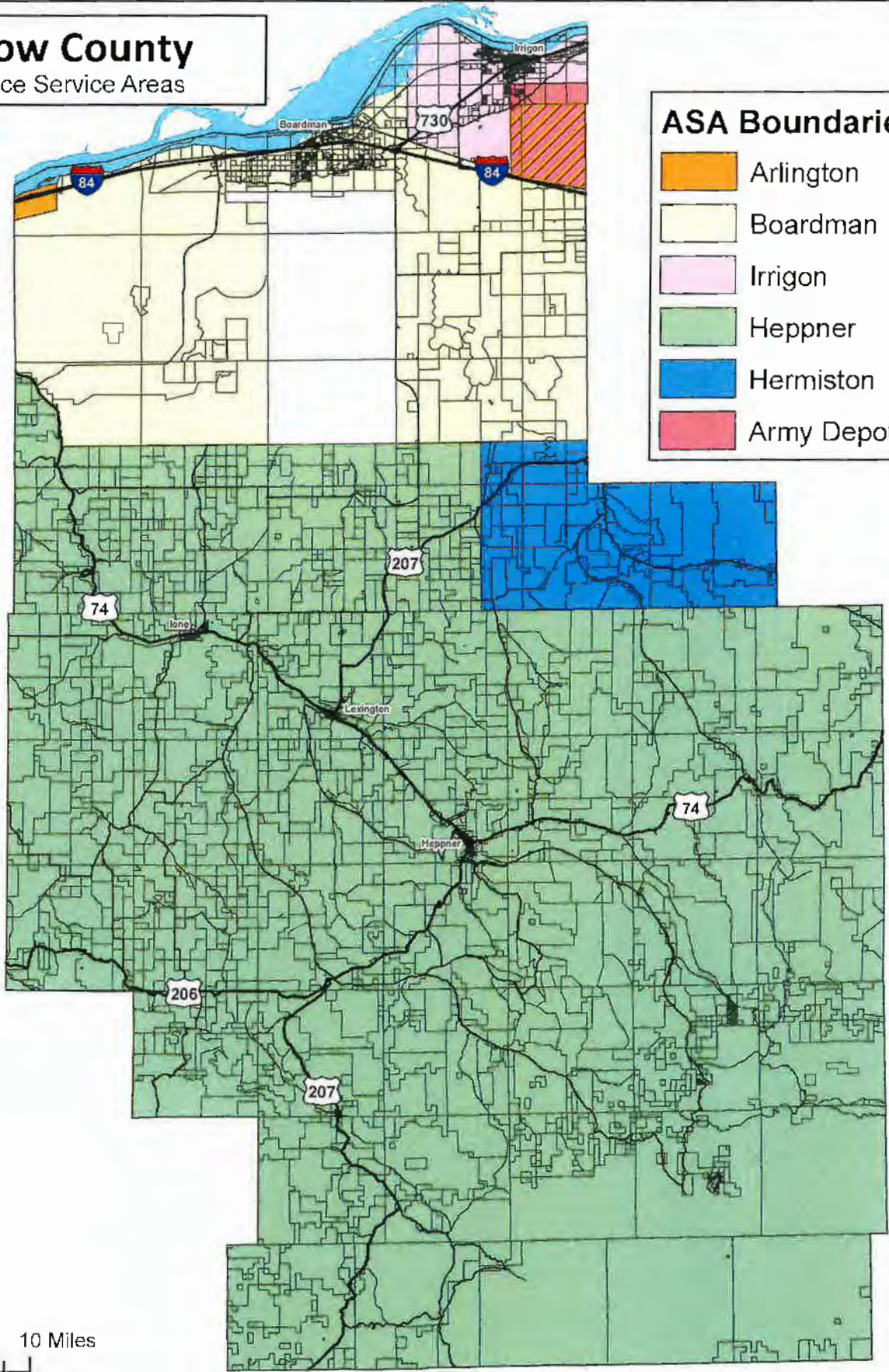
(2) Heppner RFPD, Jaws and Rescue Equip. -- 9-1-1

(3) Irrigon QRT, Jaws and Rescue Equip. -- 9-1-1

(4) Morrow County Road Dept - heavy equipment – 989-9500

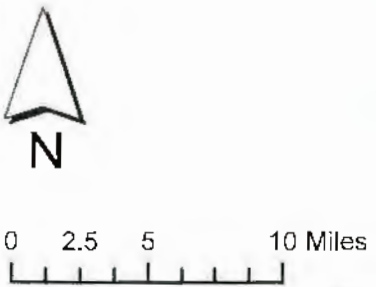
Morrow County

Ambulance Service Areas



ASA Boundaries

- Arlington
- Boardman
- Irrigon
- Heppner
- Hermiston
- Army Depot



- Streets
- Highway
- Army Depot
- Bombing Range

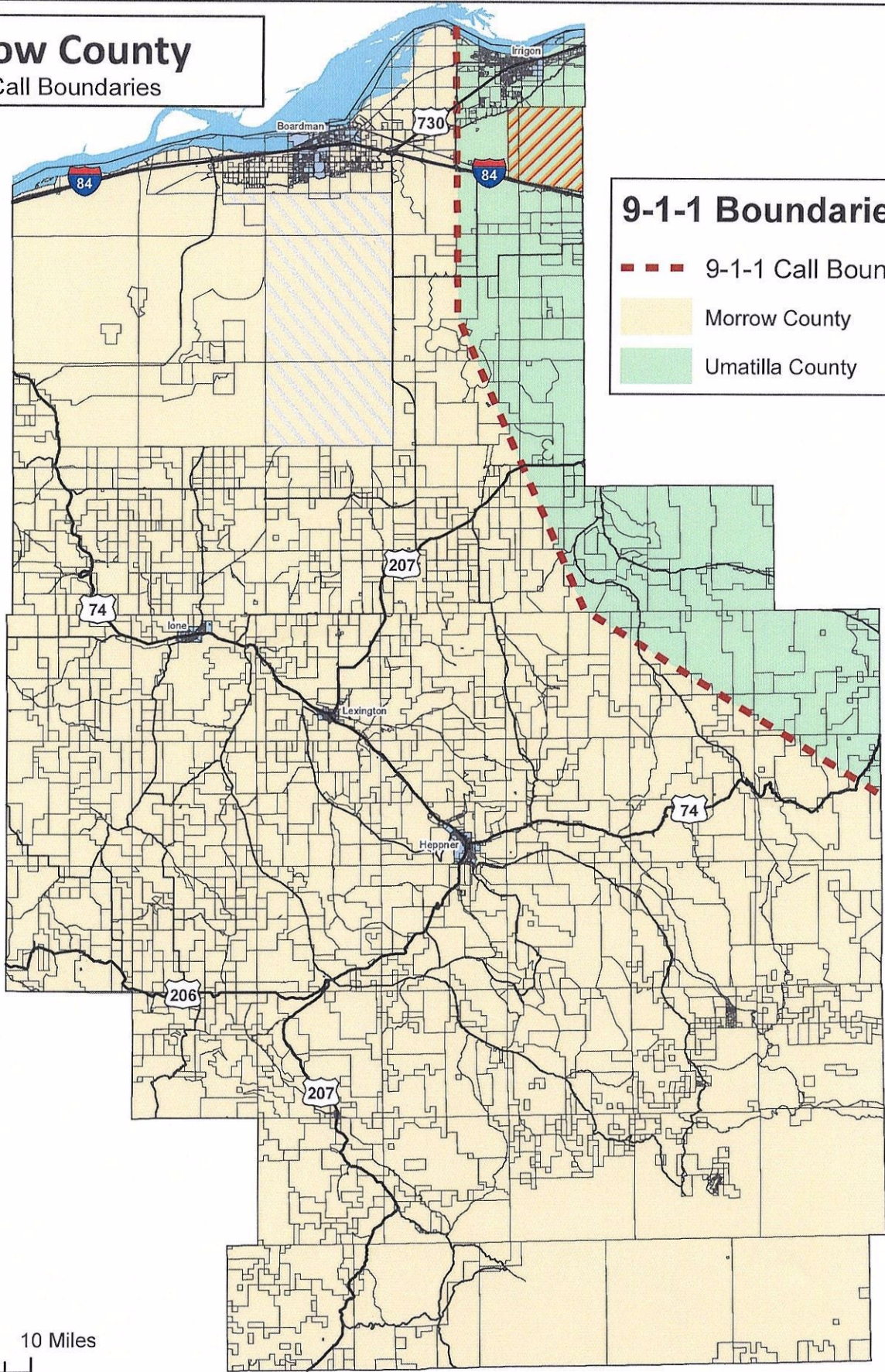
Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

Document Path: S:\Planning\Map\Pre-District\Map and Layer\ASA Boundary final.mxd

Morrow County

9-1-1 Call Boundaries



9-1-1 Boundaries

- 9-1-1 Call Boundary
- Morrow County
- Umatilla County



0 2.5 5 10 Miles



- Streets
- Highway
- Army Depot
- Bombing Range

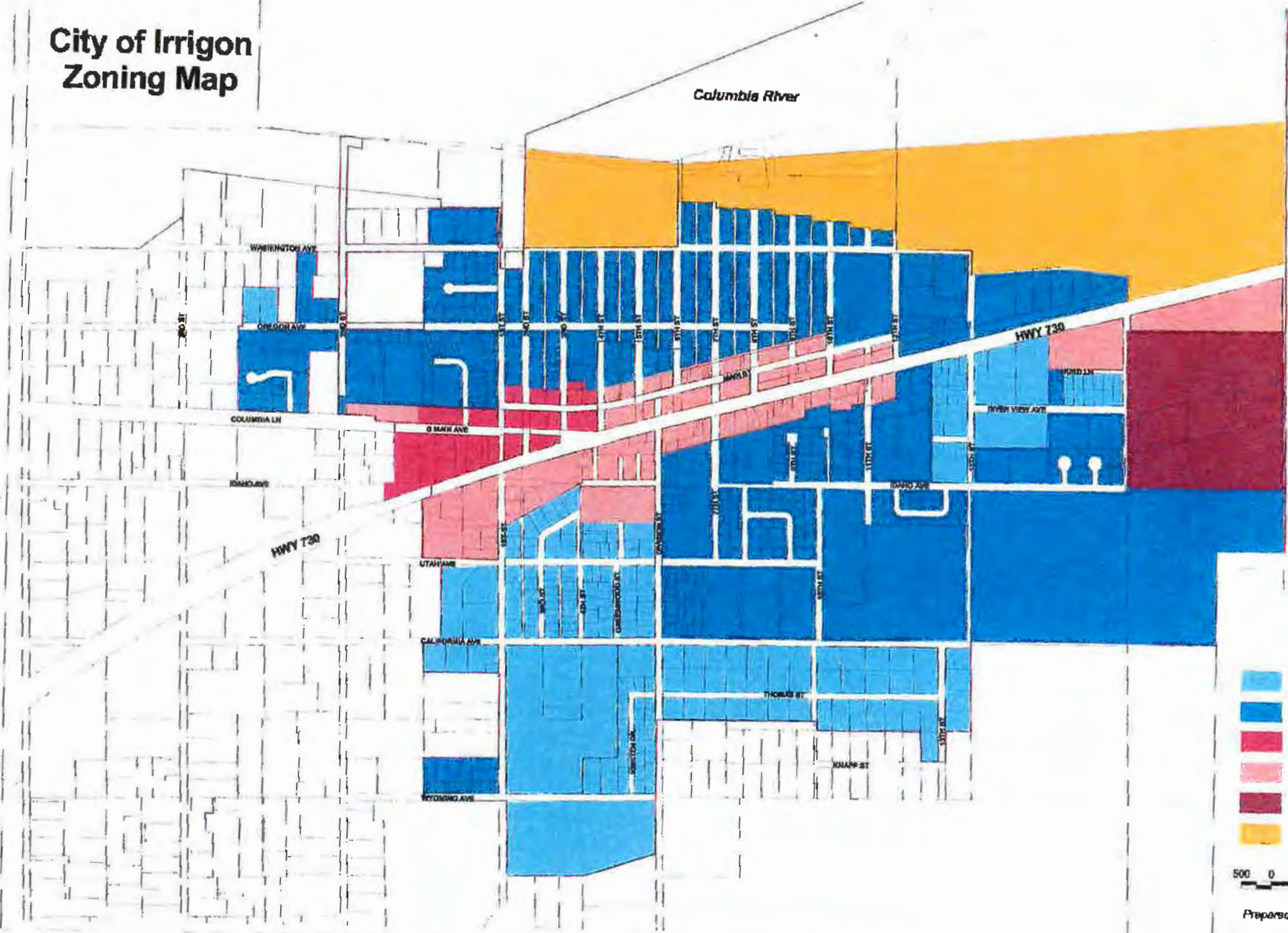
Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

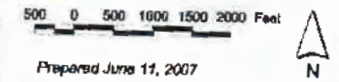
Document Path: S:\Planning\Map\Fire District Maps and Layer\011 Call Boundaries Map.mxd

City of Irrigon Zoning Map

Columbia River



- Taxiote
- City limits
- ZONING**
- R-1 - General Residential
- R-2 - Limited Residential
- C-1 Downtown Commercial
- C-2 General Commercial
- M - Light Industrial
- Recreation

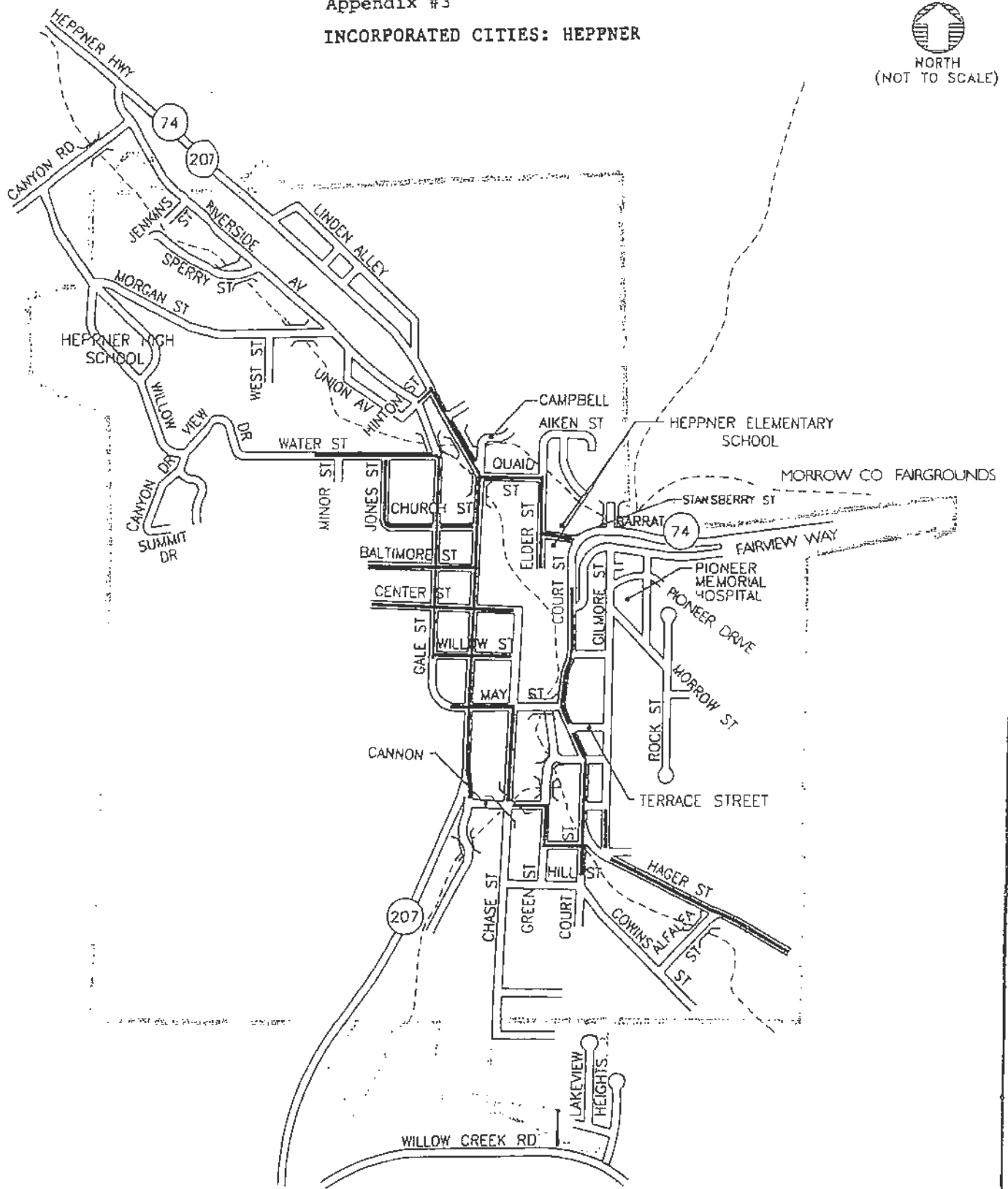


Appendix #3

INCORPORATED CITIES: HEPPNER



NORTH
(NOT TO SCALE)



LEGEND

- SIDEWALK
- - - CITY LIMITS
- - - CREEK

CITY OF HEPPNER, OREGON

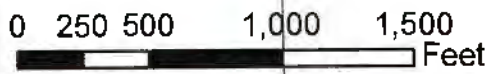
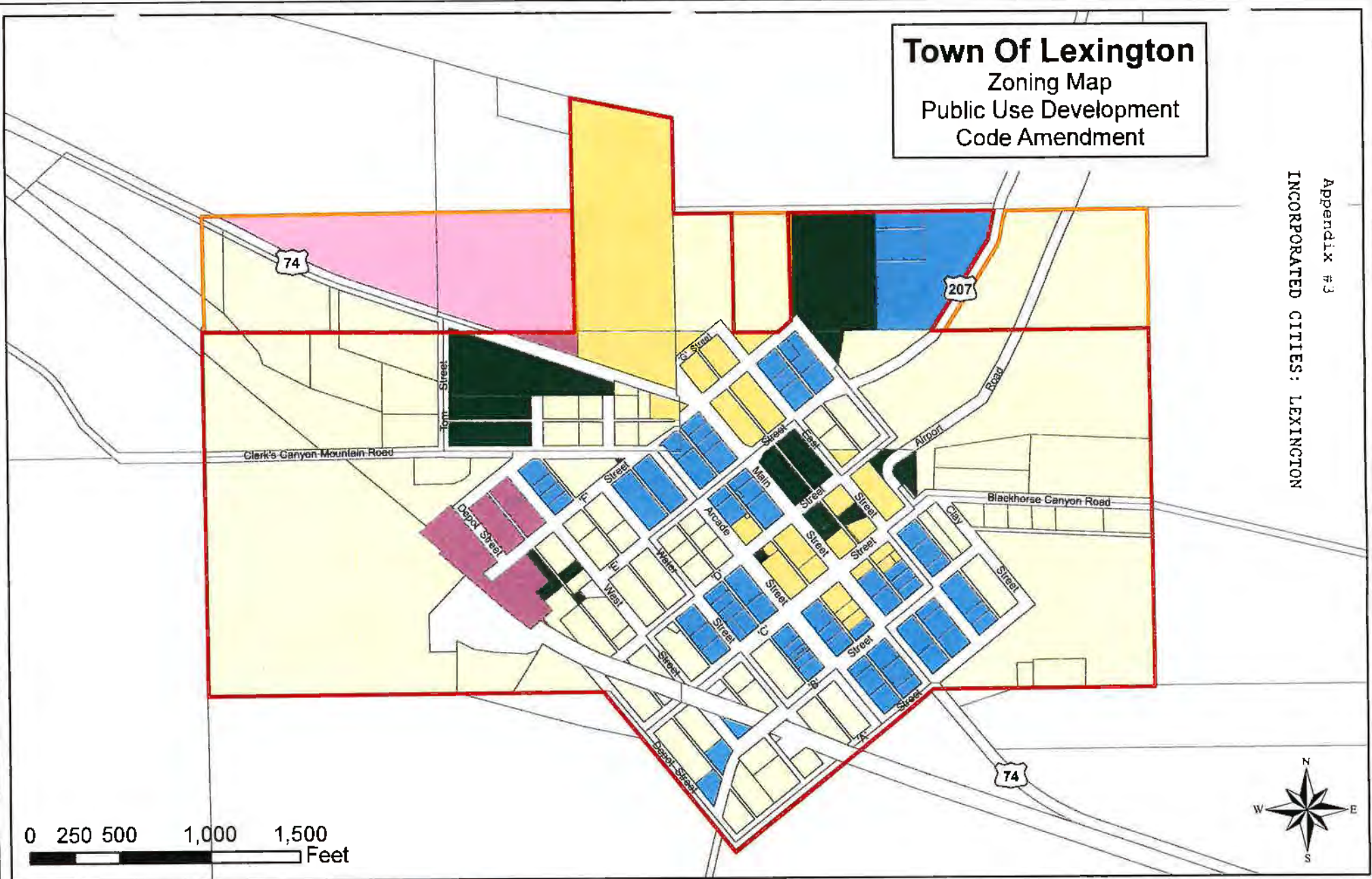
from Oregon Transportation Plan, 1999
HEPPNER CHAMBER OF COMMERCE









Town Of Lexington

Zoning Map

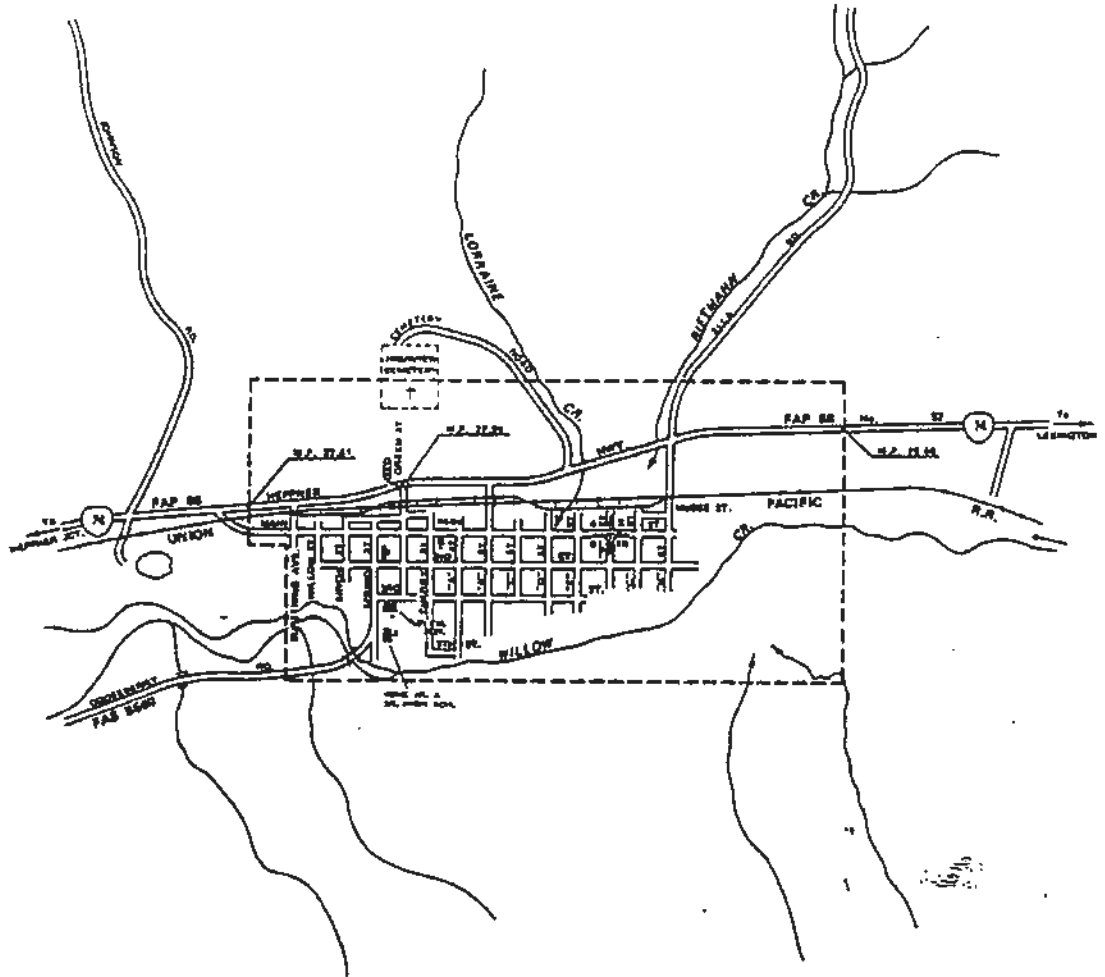
Public Use Development Code Amendment

Appendix #3
INCORPORATED CITIES: LEXINGTON



	Town Limits		R - Residential		M - Light Industrial
	UGB		FR - Farm Residential		RLI - Rural Light Industrial
	* PUB - Public *		C - Commercial		

Morrow County Planning Department
December 2015
Map for Reference Use Only



T13 R 24 E W.M.

IONE

MORROW COUNTY, OREGON

Population 280
 PREPARED BY THE
 OREGON DEPARTMENT OF TRANSPORTATION
 in cooperation
 U. S. DEPARTMENT OF TRANSPORTATION
 FEDERAL HIGHWAY ADMINISTRATION

Revised September 1979

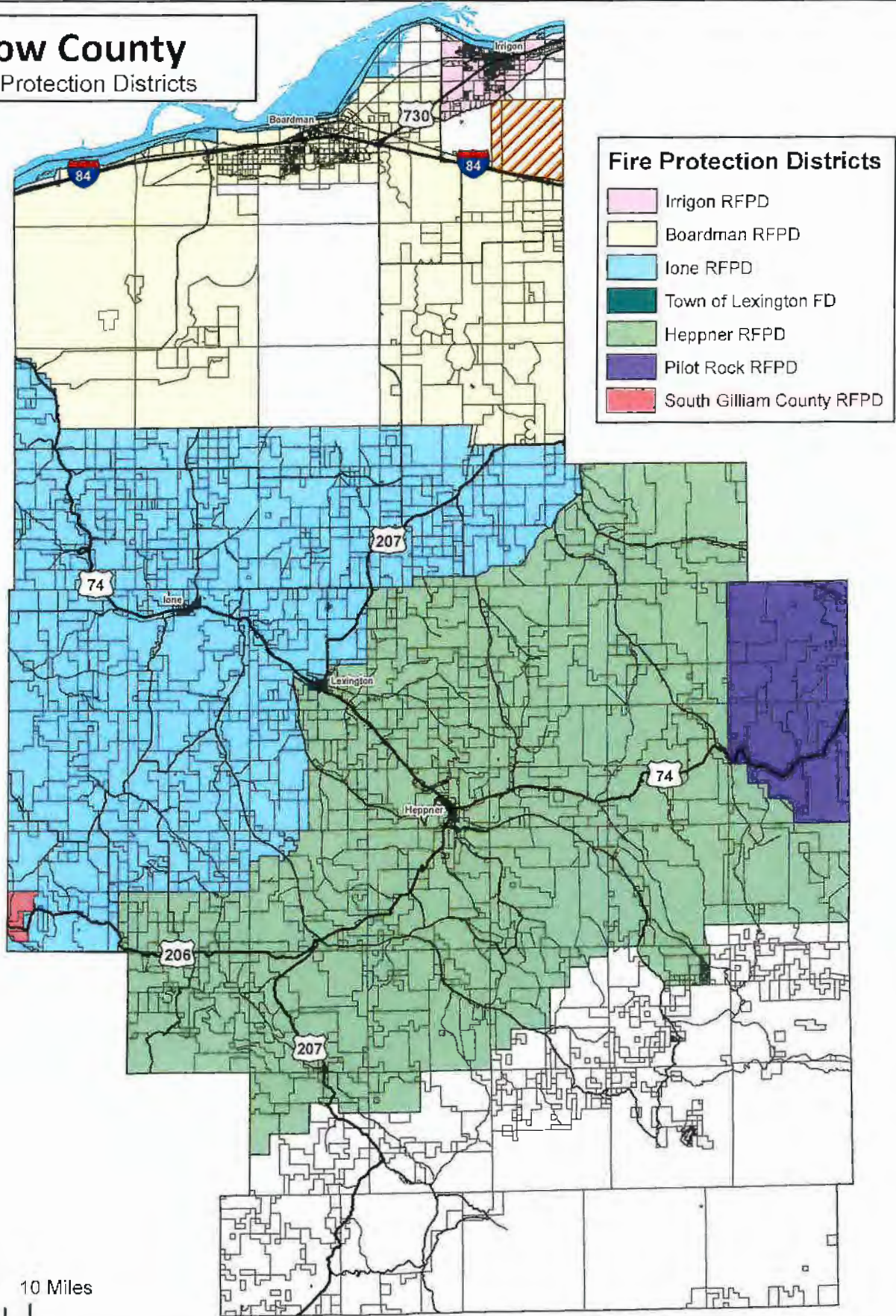
- LEGEND**
- HYPERSTATE NUMBERED ROUTE
 - U.S. NUMBERED ROUTE
 - STATE NUMBERED ROUTE
 - TERMINATION OF PA SYSTEM
 - DIVIDED HIGHWAY
 - STREET OPEN FOR TRAVEL
 - POST OFFICE
 - SCHOOL
 - CITY CENTER
 - CITY LIMITS
 - PUBLIC BUILDING
 - COURT HOUSE
 - CITY HALL
 - AIRPORT
 - LIBRARY



Counts of this map are available or ordered from Oregon Dept. of Transportation, Salem, Oregon 97318

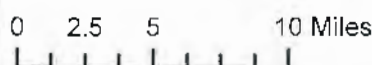
Morrow County

Rural Fire Protection Districts



Fire Protection Districts

- Irrigon RFPD
- Boardman RFPD
- Lone RFPD
- Town of Lexington FD
- Heppner RFPD
- Pilot Rock RFPD
- South Gilliam County RFPD



- Streets
- Highway
- Army Depot
- Bombing Range

Morrow County Planning Department
July 2016

Map for reference use only.
Source: ODFW, ODOT, BLM, USDA, USFS,
Oregon Dept. of Revenue, ESRI

Document Path: S:\Planning\MapFiles\District Maps and Layers\RFPD Boundary Map.mxd

APPENDIX #6

MORROW COUNTY AMBULANCE
MUTUAL AID AGREEMENT

WHEREAS the Parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area 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; and

WHEREAS the parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's service area due to distance, road, or weather conditions;

NOW THEREFORE, it is 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 agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, 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 and equipment 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.

5. 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 Party upon reasonable notice.
6. 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.

Scott J. Clark Fire Chief 4/22/19 Signature Title Date
Russell J. Est EMS Coordinator 4/22/19 Signature Title Date



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

PO BOX 9
Heppner OR 97836
Tel: 541-676-9133
Toll Free: 1-800-737-4113
www.morrowcountyhealthdistrict.org

MUTUAL AID/MEMORANDUM OF UNDERSTANDING BETWEEN MORROW COUNTY HEALTH DISTRICT
AMBULANCE SERVICE AND NORTH GILLIAM AMBULANCE SERVICE.

This Mutual aid/Memorandum of Understanding between these two parties is for the sole purpose of the transporting of Morrow County Health District/Pioneer Memorial Hospice patients ONLY that are located in North and South Gilliam County. This agreement describes the terms and conditions associated with the transportation of Hospice patients between their residences and Pioneer Memorial Hospital.

COVERAGE: North Gilliam Ambulance service will provide transportation of Hospice patients solely upon request as authorized by a Hospice representative. Transportation MUST relate to a Hospice covered diagnosis, related complication or condition for contract to apply. If the family member initiates a 911 call for transport, this memorandum does not apply and Hospice program will not be responsible for payment of \$250 as listed below.

Morrow County Health District Ambulance shall call the ambulance director of North Gilliam Ambulance Service when it receives a request to transport a Pioneer Memorial Hospice Patient to Pioneer Memorial Hospital for care and seek approval to enter into Gilliam County to transport Hospice patient to Pioneer Memorial Hospital in Heppner, Oregon.

If North Gilliam County has volunteers to transport patient, it has the right to transport patient to PMH or North Gilliam Ambulance service can allow MCHD ambulance service to pick up the patient for transfer to PMH.

PAYMENT: Hospice is an all-inclusive rate from Medicare. Transport to PMH for a Hospice related illness will be covered by the Hospice program and the ambulance service will be paid \$ 250.00 for the transport to PMH. Hospice patients not covered by Medicare or who are Medicare- eligible would not be subject to the terms of this contract and insurance may be billed.

TERMS: This agreement shall commence on the effective date and shall be in full force and effect until terminated by either party by giving a 30 day written notice to the other part

Executed this 23rd day of April, 2018 by:

David Anderson, Administrator

Robert Houser, CEO, FACHE

North Gilliam County Health District

Morrow County Health District

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P - (541) 676-9133 F - (541) 676-2901 TDD - (541) 676-2908	P - (541) 676-2946 F - (541) 676-9017	P - (541) 676-5504 F - (541) 676-9025	P - (541) 922-5880 F - (541) 922-5881	P - (541) 422-7128 F - (541) 422-7145	P - (541) 676-9133 F - (541) 676-2901

APPENDIX #6

MORROW COUNTY AMBULANCE
MUTUAL AID AGREEMENT

WHEREAS the Parties hereto maintain and operate Emergency Medical Services for the purpose of necessary lifesaving services within their respective service areas; and

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area 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; and

WHEREAS the parties recognize that one Party may be more advantageously placed to provide effective Emergency Medical Services in the other Party's service area due to distance, road, or weather conditions;

NOW THEREFORE, it is 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 agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither Party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment 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.

5. 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 Party upon reasonable notice.
6. 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.

_____ Signature Title Date

_____ Signature Title Date



P.O. Box 788 • Heppner, OR 97836
541-676-5613
www.co.morrow.or.us

Board of Commissioners

Commissioner Don Russell, Chair
Commissioner Jim Doherty
Commissioner Melissa Lindsay

April 28, 2021

Elizabeth E. Heckathorn
Deputy Director
Oregon Health Authority
Public Health Division
EMS and Trauma Systems
800 N.E. Oregon Street, Suite 305
Portland, OR 97232

Dear Ms. Heckathorn,

The Morrow County Board of Commissioners verifies the acceptance of the Mass Casualty Incident Plan, as presented in the Morrow County 2021 Ambulance Service Area Plan required by the State of Oregon for each individual County.

Sincerely,

Handwritten signature of Don Russell in blue ink.

Don Russell
Chair

Handwritten signature of Jim Doherty in blue ink.

Jim Doherty
Commissioner

Handwritten signature of Melissa Lindsay in blue ink.

Melissa Lindsay
Commissioner



Department of Human Services
EMS and Trauma Systems Program
 Ambulance Vehicle Inspection Form



- INITIAL INSPECTION RE-INSPECTION
 ANNOUNCED INSPECTION SELF INSPECTION

Agency Name:

Contact person:

Phone(s):

Fax:

Email:

Business address:

No. Of Items	Description	Pass	Fail	Notes	
Vehicle Equipment Minimum Standards for BLS Ambulance					
AUDIO WARNING DEVICES					
1	1			siren electronic with two speakers mounted in grille.	
2	1			public address system	
3	1			horn	
4	1			backup alert system	
VISUAL WARNING / LIGHTING DEVICES (Refer to KKK-A-A1822B, C, D or E diagram for type I, II, III)					
1	2			headlights white with dim bright switch	
2	2			front side marker lights (amber)	
3	2			front side reflectors (amber)	
4	2			front turn signals (amber)	
5	2			front identification lights (amber)	
6	2			front clearance lights (amber)	
7	2			rear side marker lights (red)	
8	2			rear side reflectors (red)	
9	2			rear back reflectors (red)	
10	3			rear identification lights (red)	
11	2			rear clearance lights (red)	
12	2			rear tail lights (red)	
13	2			rear brake lights (red)	
14	2			rear turn signal lights (red or amber)	
15	2			rear backup lights (white)	
	No. Of Items	Description	Pass	Fail	Notes
	2	rear license plate lights (white)			
	1	front warning light (red)			

1	front warning light (white)			
2	rear warning lights (red)			
1	rear warning lights (amber)			
2 Per Side	side warning lights (red)			
2	grille lights (red)			
1 per side	intersection lights (white)			
1 per side	flood lights			
1	rear flood light			
SHOCKS, WHEELS, TIRES AND TIRE CHANGING EQUIPMENT				
2	front tires (minimum tread of 3/32 even wear and good condition)			
2	rear tires (minimum tread of 3/32 even wear and good condition)			
1	spare tire (minimum tread of 3/32 even wear and good condition)			
1	jack with handle			
1	lug wrench			
1	procedure outlining damaged wheel or tire in lieu of carrying spare tire, jack, and lug wrench			
*	main brakes (in good working condition)			
	parking brake (in good working condition)			
2	front shocks			
2	rear shocks			
WINDOWS, MIRRORS AND CLEANING EQUIPMENT				
1	windshield free from excessive rock chips or cracks			
2	windshield wipers in good working condition			
1	windshield washer unit functional with sufficient washer fluid			
1	windshield defroster			
*	side and rear windows free from excessive rock chips or cracks			
1	window between cab and patient compartment (type II & III)			
2	side rear view mirrors R & L			
SEAT BELTS (In Good Working Condition)				
1	one for each seat in cab			
1	one for each seat in patient compartment			
No. Of Items	Description	Pass	Fail	Notes
*	fasten seatbelt signs-conspicuously displayed in both drivers and patient compartments			
ENGINE, TRANSMISSION, AND ELECTRICAL SYSTEMS				
*	engine oil level			

	*	transmission fluid level			
	*	fan belts			
	1	ignition switch			
	1	electrical system (with all lights on, amp meter reads)			
	1	battery system (dual 12-volt system with labeled selector device)			
	2	dual batteries (in engine compartment with heat shields)			
	2	dual batteries (in ventilated pull out compartment)			
EXHAUST SYSTEM					
	*	exhaust system (in good working condition with mufflers, and tailpipes vented to sides of vehicle)			
HEATING, COOLING, AND VENTILATION SYSTEMS					
	1	heater front			
	1	heater patient compartment			
	1	air conditioner front			
	1	air conditioner rear			
	1	exhaust fan patient compartment			
SECURITY AND RESCUE EQUIPMENT					
	1	fire extinguisher, 5LB type 2A-10BC must be mounted and accessible from patient or drivers compartment			
	1	flashlight rechargeable or has extra batteries and bulbs sufficient for crew			
	2 pr	leather gloves			
		flares or red chemical lights = 180 minutes, or reflective triangles			
	1	24 " crowbar			
	1	51 " wrecking bar			
	1	pry-ax type tool may replace crowbar and wrecking bar			
	1	DOT ERG Hazmat 2008 or newer			
COMMUNICATIONS SYSTEMS					
	1	two way radio system which provides reliable contact between the ambulance and dispatch, receiving hospitals, and online medical direction			
PATIENT CARE REPORTING					
	*	Division specified PCRF (sufficient quantity)			
	*	Division specified electronic data field as outlined in 333-250-0044 (e)			
	No. Of Items	Description	Pass	Fail	Notes
	5	Oregon Trauma System ID bracelets			
	25	triage tags			
SIGNAGE, LICENSES & CERTIFICATES					
	1	"Star of Life" or final stage vehicle manufacturing certificate			Location _____
	1	DHS-EMS ambulance license			Location _____ License # _____ Expiration Date _____

		rear window ambulance license (orange and blue)			Location _____ License # _____ Expiration Date _____
PATIENT CARE EQUIPMENT – BLS, ILS, and ALS LEVEL OF CARE					
Onboard-Installed Medical Oxygen System					
	1	installed oxygen tank with at least 3000 liter capacity and at least 500 liters at inspection. color coded green in ventilated compartment free from non-secured items, dirt, or combustible items			
	1	installed single stage regulator set to at least 50 psi			
	*	pressure regulator meter and controls visible, and accessible from inside the patient compartment.			
	2	oxygen flow-meters mounted and visible from the airway seat and squad-bench with minimum range of 0-15 lpm			
Portable Medical Oxygen Equipment					
	1	portable tank with at least 3000 liter capacity and contains at least 500 psi			
	1	yoke regulator with pressure gauge with delivery range of at least 0-15 lpm			
	1	spare portable tank with at least 3000 liter capacity that is full, tagged and sealed			
Flow-meter test					
	*	test accurate to within 1.0 lpm when tested at or below 5 lpm			Test Results @ 4 LPM _____
	*	test accurate to within 1.5 lpm when tested between 6-15 lpm			Test Results @ 12 LPM _____
MEDICAL OXYGEN ADMINISTRATION EQUIPMENT					
	3	adult non rebreather masks with tubing			
	3	pediatric non rebreather masks with tubing			
	3	adult nasal cannulas disposable			
	No. Of Items	Description	Pass	Fail	Notes
	1	bag valve mask ventilation device with reservoir and universal adapter, must be manually operable with or without oxygen, and be self refilling			
	*	ventilation masks transparent and semi-rigid in sizes adult, child, and infant/newborn			
	*	PEAD (Combi-tube, King, etc...) if approved by supervising physician, in assorted sizes.			
		end tidal CO2 detection devices adult and pediatric sizes may be colorimetric, capnometric, or capnographic			

	*	oropharyngeal airways sizes ranging from adult to newborn/infant			
	*	nasopharyngeal airways sizes ranging from adult to newborn/infant			
SUCTION EQUIPMENT					
	1	onboard suction unit electrically operated or engine-vacuum			
	2	collection canisters (sealable and disposable or sealable liners)			
	*	must provide adequate suction and be adjustable for pediatrics			
		portable suction unit which can operate independent from electrical source for at least 20 minutes and provides adequate suction			
	1	8 oz bottle of water for clearing suction tubing			
	4	suction tubing (at least ¼ inch diameter, clear, does not collapse under pressure)			
	*	suction catheters ranging from adult to infant/newborn sizes			
CARDIAC MONITORING EQUIPMENT					
		Portable cardiac monitor/defibrillator must be capable of operating independently of an electrical outlet and delivering total defibrillation energy sufficient to meet the number of shocks and power settings prescribed in the EMS supervising Physicians standing orders and be inclusive of the 2005 American Heart Association or equivalent standards and guidelines for emergency cardiac care.			
	1	automatic / semi-automatic / or manual defibrillator (ILS, ALS)			
	3 sets	adult defibrillator pads			
	3 sets	pediatric defibrillator pads			
	1	defibrillator paddles pediatric and Adult or pads 3 sets of each			
	*	monitoring electrodes adult and Infant sizes with adequate supply			
	2 sets	ECG monitor cables			
	*	ECG monitor paper			
	No. Of Items	Description	Pass	Fail	Notes
STRETCHERS, FASTENERS AND ANCHORAGES:					
	1	Wheeled Stretcher: Must be capable of securely fastening to the ambulance body, have a minimum of three restraining devices, an upper torso (over the shoulders) restraint, contain a standard size waterproof foam mattress and be capable of having the head of the stretcher tilted upwards to a 60-degree semi-sitting position			
	1	Folding Stretcher: The number required is based on the stretcher-carrying capacity of the ambulance. An additional long backboard may be substituted for the folding stretcher. The stretcher must be capable of being securely fastened to the squad bench when carrying a patient, and have a minimum of three restraining devices and an upper torso device			
IMMOBALIZATION EQUIPMENT					
	1	scoop stretcher			
	1	short backboard or equivalent			
	1	long backboard			
	1	pediatric immobilization device			
	2 Sets	adequate number of restraining devices and sufficient supplies for immobilizing			

		the head			
	2 Sets	extrication collars in assorted sizes from adult to pediatric			
	1	traction splint adult and pediatric			
	*	extremity splints assorted sizes			
BANDAGING AND DRESSING MATERIALS					
	*	conforming gauze bandages			
	*	sterile 4x4 gauze sponges			
	*	occlusive dressings 4x4			
	*	sterile bulk dressings 8x30-4 or 7x8-8			
	2	triangle bandages			
	*	adhesive hypo-allergenic tape in assorted sizes			
	*	bandage shears			
	No. Of Items	Description	Pass	Fail	Notes
MISCELLANEOUS EQUIPMENT					
	1	obstetrical kit (disposable)			
	1	hypothermia thermometer			
	*	chemical cold packs			
	*	chemical hot packs			
	*	emesis containers / bags			
	1	urinal female & male			
	1	bedpan			
	1 set	extremity restraining devices			
	1	stethoscope adult			
	1	stethoscope child			
	*	blood pressure cuffs in assorted sizes ranging from large adult to pediatric			
	1	blood glucose testing device or strips			
	*	assorted linen and supplies sufficient to cover wheeled stretcher			
PERSONAL PROTECTIVE EQUIPMENT					
	No. Of Items	Description	Pass	Fail	Notes
	*	non-latex disposable gloves			
	*	disposable face masks			
	*	protective eyewear			
	*	disposable isolation gowns			
	*	hand cleaning solution or gown			
	*	surface cleaning disinfectant			
	1	sharps container for the patient compartment			
	1	sharps container for each kit carrying needles			
	*	infectious waste disposal bags			
MEDICATIONS, EQUIPMENT & SUPPLIES AUTHORIZED FOR USE AS AN EMT-BASIC AS REQUIRED BY SUPERVISING PHYSICIAN					
INTERMEDIATE LEVEL SERVICE AMBULANCE					
		all equipment required for BLS ambulance and the following items for ILS level			

	*	any physiologic crystalloid solution or combination thereof 6000cc min			
	*	medications and fluids authorized for use by an EMT-Intermediate as required by the EMS supervising physician.			
	*	if carrying controlled substances, must adhere to procedures specified in OAR 333-250-0049(A)			
	*	over the needle catheters in assorted sizes 24-gauge through 14-gauge			
	*	specifically designed needles for introsseous infusions			
	*	copy of Intermediate protocols signed by supervising physician within past year			
ADVANCED LEVEL SERVICE					
	*	nasogastric tubes in assorted sizes			
	*	cardiac monitoring equipment			
	*	laryngoscope handle with assorted blades, sizes adult to pediatric			
	*	spare dated batteries for laryngoscope handle			
	*	endotracheal tubes in assorted sizes from adult to pediatric			
	1	Magill forceps adult and child			
	*	endotracheal tube stylettes adult and child			
	No. Of Items	Description	Pass	Fail	Notes
	*	colorimetric, capnometric, or capnographic CO2 detection device			
	*	oxygen saturation monitor			
	*	chest decompression equipment			
	*	sterile I.V. agents and medications authorized by supervising physician			
	*	over the needle catheters in assorted sizes 24 gauge through 14 gauge			
	*	specifically designed needles for introsseous infusions			
	*	copy of advanced level protocols signed by supervising physician within past year			
	*	if carrying controlled substances, must adhere to procedures specified in OAR 333-250-0049(A)			

Notes:

M-54020

IN THE COUNTY COURT FOR THE STATE OF OREGON
COUNTY OF MORROW

IN THE MATTER OF REGULATING)
AMBULANCE SERVICE PROVIDERS) ORDINANCE
NO. MC-C-4-98

The County Court for the County of Morrow ordains as follows:

A. Ordinance No. MC-C-2-98 adopted by the County Court February 11, 1998 is hereby REPEALED.

B. The County Court hereby adopts the following:

SECTION 1. TITLE

This ordinance shall be known, and may be cited as, "Ambulance Service Providers Ordinance".

SECTION 2. AUTHORITY

This Ordinance is enacted pursuant to ORS 682.205, 682.275 and ORS 203.035, and other applicable law.

SECTION 3. POLICY AND PURPOSE

The County Court finds:

1. That ORS 682.205 requires Morrow County to develop a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Service Areas consistent with the plan to provide efficient and effective ambulance services.
2. That this Ordinance, which establishes Ambulance Service Areas, the methods for selecting ambulance providers for each service area and establishes the Morrow County Emergency Medical Services Advisory Committee together with Attachment "A" incorporated herein by this reference, make up the Morrow County Ambulance Service Area Plan.

SECTION 4. DEFINITIONS

The words and phrases in this Ordinance shall have the meaning provided in ORS Chapter 682 and OAR Chapter 333, Divisions 250, 255, 260 and 265 unless specifically defined herein

to have a different meaning.

SECTION 5. EXEMPTIONS

This Ordinance shall not apply to:

1. Ambulances owned by or operated under the control of the United States Government.
2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance service 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.
3. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway through the property or grounds is involved.
4. Vehicles operated solely for the transportation of lumber industry employees.
5. 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.

SECTION 6. AMBULANCE SERVICE AREAS

For the efficient and effective provision of ambulance service in accordance with the Morrow County Ambulance Service Area Plan, the ambulance service area shown on the map attached as Exhibit "A", attached hereto and incorporated herein by this reference, is hereby adopted as the Ambulance Service Area for Morrow County. The County Court, by the adoption of an Order, may adjust the boundaries of the Ambulance Service Area(s) from time to time as necessary to provide efficient and effective ambulance service.

SECTION 7. ASSIGNMENT OF AMBULANCE SERVICE AREAS

1. No person shall provide ambulance service in Morrow County unless an Ambulance Service Area has been assigned to that person pursuant to this section.
2. Any person desiring to provide ambulance service within Morrow County shall submit an application to be assigned an Ambulance Service Area within 30 days of the effective date of this Ordinance. The application shall be submitted to the Morrow County Health District. The applications shall be reviewed by the Morrow County Emergency Medical Services Advisory Committee created by this Ordinance which shall recommend the assignment of Ambulance Service Areas to the County Court. The assignment of Ambulance Service Areas shall be made by an Order of the County Court.

3. An application required by subsection 2 above shall include the following information:
 - a. The name and address of the person applying for assignment of an Ambulance Service Area.
 - b. The Ambulance Service Area the person desires to service and the location from which ambulance services will be provided.
 - c. A list of vehicles to be used in providing ambulance services including year, make and model and verification that each vehicle is licensed as a basic life support and/or advance life support ambulance by the State of Oregon.
 - d. A list of personnel to be used in providing ambulance service and their current Emergency Medical Technician certificate number.
 - e. Sufficient additional information to allow for the review of the application in light of the review criteria established by the Morrow County Ambulance Service Area Plan.
 - f. Such additional information deemed necessary by the Morrow County Emergency Medical Services Advisory Committee or the County Court.
4. Each application shall be reviewed for the applicant's conformity with the requirements of Oregon law for providing ambulance services, the specific criteria of the Morrow County Ambulance Service Area Plan and the need for efficient and effective ambulance service within Morrow County.
5. The assignment of the initial Ambulance Service Area shall be valid from the date of issuance for a period of five years. Thereafter, the assignment of Ambulance Service Areas may be renewed for additional five year terms commencing on the first day of July pursuant to subsection 6 below and subject to the provisions for suspension or revocation as set forth in Section 9 below.
6. Not less than forty-five (45) days prior to the expiration of the assignment of an Ambulance Service Area (e.g. five years less forty-five days for the initial assignment), any person desiring the renewal of an assignment or a new assignment of an Ambulance Service Area shall submit an application to be assigned an Ambulance Service Area. The application shall include the information required by subsection 3 above except that applications for renewal need only provide such information necessary to bring the original application up to date. The review of the application and assignment of the Ambulance Service Area shall be in accordance with this Section.
7. In the event that a person assigned an Ambulance Service Area discontinues service before the expiration of the assignment, the County Court shall set a time by which

applications must be submitted for reassignment of the Ambulance Service Area. The review of the application and assignment of the Ambulance Service Area shall be in accordance with this Section and the assignment shall be for the remainder of the term unless otherwise specified by the County Court.

8. Not less than fifteen (15) days prior to any date when the applications for the assignment of an Ambulance Service Area are due, notice of such application due date shall be posted in three (3) public places and published at least once in a newspaper of general circulation in Morrow County.

SECTION 8. DUTIES OF AMBULANCE SERVICE PROVIDER

Upon assignment of an Ambulance Service Area to a person in accordance with Section 7, the person providing ambulance service:

1. Shall conduct its operations in strict compliance with all applicable State and Federal laws and regulations and the terms of this Ordinance and the Morrow County Ambulance Service Area Plan.
2. Shall not fail or refuse to respond to an emergency call for service if an ambulance is available for service.
3. Shall not respond to a medical emergency located outside its assigned Ambulance Service Area except:
 - a. when request for a specific ambulance service provider is made by the person calling for the ambulance and the call does not dictate an emergency response;
 - b. when the ambulance service provider assigned to the Ambulance Service Area is unavailable to respond or the person is requested by the other provider or 9-1-1 dispatch to respond; or
 - c. when the response is for supplemental assistance or mutual aid.
4. Shall not transfer the assignment of an Ambulance Service Area without written notice to and approval of the County Court. The written notice shall include an application for assignment of the Ambulance Service Area submitted by the transferee. The application shall be reviewed in accordance with Section 7.
5. Shall not voluntarily discontinue service to the assigned Ambulance Service Area without giving ninety (90) days written notice to the County Court.

SECTION 9. SUSPENSION OR REVOCATION OF ASSIGNMENT

1. Upon a recommendation by the Morrow County Emergency Medical Services Advisory Committee, or upon its own motion, the County Court may suspend or revoke the assignment of an Ambulance Service Area upon a finding that the holder thereof has:
 - a. willfully violated provisions of this Ordinance, the Morrow County Ambulance Service Area Plan or provisions of State or Federal laws and regulations; or
 - b. materially misrepresented facts or information given in the application for the assignment of an Ambulance Service Area or as part of the review of the performance of the service furnished by the provider.

2. In lieu of the suspension or revocation of the assignment of Ambulance Service Area, the County Court 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 County Court action shall be provided to the holder of the assignment which shall specify the violation, the action necessary to correct the violation and the date by which the action must be taken. The holder of such assignment shall notify the County Court of the action taken. If the holder of the assignment fails to take corrective action within the time required, the County Court shall notify the holder that the assignment is suspended or revoked upon receipt of the notice.

SECTION 10. APPEAL

A person receiving a notice of the assignment, denial, suspension, revocation or contingent suspension or revocation of an Ambulance Service Area may request a hearing before the County Court by filing with the County Court a written request for hearing within fourteen (14) days of the decision, setting forth the reasons for the hearing and the issues proposed to be reviewed. The filing of a hearing request shall stay the action pending the hearing and final determination by the County Court unless the County Court makes a written finding that prompt implementation of the decision is required due to an immediate hazard to the public safety. The County Court shall set a time and place for a hearing which shall be de novo on the record or a full de novo hearing, as determined by the County Court. Within fourteen (14) days after the conclusion of the hearing, the County Court shall affirm, reverse or modify its original decision.

SECTION 11. EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE

1. There is hereby created a Morrow County Emergency Medical Services Advisory Committee, the members of which shall be appointed by the County Court for two (2) year terms. The Committee shall choose its own chairperson and meet quarterly or when called upon by the County Court or its Chairperson. Motions shall be passed by majority of those attending.

2. The Committee shall consist of:

- a. 1 - Supervising physician for ambulance service provider or their designee;
 - b. 3 - EMTs from ambulance service provider (one each from Boardman, Heppner and Irrigon);
 - c. 2 - Directors of nursing services or designee (one each from Pioneer Memorial Hospital and Good Shepherd Hospital, Hermiston);
 - d. 1 - Fire department representative;
 - e. 1 - 9-1-1 systems representative; and
 - f. 2 - Quick Response Team representatives (one each from Lexington and Ione).
3. The Committee shall have the following powers and duties:
- a. Review and make recommendations to the County Court regarding all applications for assignment of Ambulance Service Areas.
 - b. Provide for on-going input to the County Court from prehospital care consumers, providers and the medical community.
 - c. Periodically review the performance of ambulance service providers within Morrow County.
 - d. Periodically review the Morrow County Ambulance Service Area Plan and make recommendation to the County Court including, but not limited to:
 - 1) review standards established in the plan and make recommendations regarding improvement and/or new standards.
 - 2) monitor coordination between emergency medical service resources;
 - 3) review dispatch procedures and compliance; and
 - 4) review the effectiveness and efficiency of the Ambulance Service Area boundaries.
 - e. Develop and implement a quality assurance program, including but not limited to training, to insure compliance with the Morrow County Ambulance Service Area Plan.

SECTION 12. INITIAL RESPONDER

Nothing in this Ordinance 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 ambulance service provider. Such initial response shall only be in accordance with this Section.

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

SECTION 13. PENALTIES

Any person who violates any of the provisions of this Ordinance is guilty of a violation. Failure from day to day to comply with the terms of this Ordinance shall be a separate offense for each such day. Failure to comply with any provision of this Ordinance shall be a separate offense for each such provision.

Violations of the provisions of this Ordinance is punishable, upon conviction, by a fine of not more than five hundred dollars (\$500) for a non-continuing offense, i.e. an offense not spanning two (2) or more calendar days. In the case of a continuing offense, i.e. an offense which spans two (2) or more consecutive calendar days, violation of the provisions of this Ordinance is punishable by a fine of not more than five hundred dollars (\$500) per day up to the maximum of one thousand dollars (\$1,000) as provided by law.

SECTION 14. NUISANCE

In addition to penalties provided by Section 13, violation of any of the provisions of this Ordinance is declared to be a nuisance and may be regarded as such in all actions, suits and proceedings unless the Ordinance is declared invalid by a Court of competent jurisdiction. Pursuant to ORS 682.015, this Ordinance shall be enforceable by the Health Division of the State of Oregon, Department of Human Resources in a proceeding in Circuit Court for equitable relief.

SECTION 15. SEVERANCE CLAUSE

If any section, subsection, provision, clause or paragraph of this Ordinance shall be

adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance; and it is hereby expressly declared that every other section, subsection, provision, clause or paragraph of this Ordinance enacted, irrespective of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

SECTION 16. EMERGENCY

As it is necessary for the health, safety, comfort and convenience of the people of Morrow County that this Ordinance have immediate effect, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by unanimous vote of the County Court.

ADOPTED by the Morrow County Court this 15 day of April, 1998.

ATTEST:


Barbara D. [Signature]
County Clerk

Louis A. Carlson
Louis A. Carlson, Judge

APPROVED AS TO FORM:

Will [Signature]
County Counsel

R. J. French
R. J. French, Commissioner

John Wenzel
John Wenzel, Commissioner



DETERMINATION
Morrow County Health District
ASA Plan EMS Advisory Committee

A Request to Amend the Ambulance Service Area Plan (ASA Plan) was brought by Boardman Fire and Rescue District Chief, Michael Hughes, during a regularly called, public meeting on March 31, 2022. This meeting was preceded by a joint conference on March 21, 2022 attended by the following individuals:

- Michael Hughes (BFRD Fire Chief)
- Ken Browne (BFRD Board Chair)
- Lisa Pratt (BFRD Board Member)
- Emily Roberts (MCHD CEO)
- Nicole Mahoney (MCHD CFO)
- Donna Sherman (MCHD EMS Director / EMS Advisory Committee Member)
- Dr. Ed Berretta (MCHD EMS Supervising Physician / EMS Advisory Committee Member)
- John Murray (MCHD Board Chair)
- Diane Kilkenny (MCHD Board Member)
- Troy Bundy (Legal Counsel)

The public meeting was duly called and attended by the following Committee members:

- Dr. Ed Berretta (Supervising physician or designee for the ambulance service provider)
- Donna Sherman (EMT from Heppner)
- Josie Foster (EMT from Irrigon)
- Adam McCabe (EMT from Ione)
- Charlie Sumner (Quick response team representative from Lexington)
- Eric Chick (Fire department representative)
- Kristen Bowles (9-1-1 systems representative)
- Judi Gabriel (Director of nursing service or designee from Good Shepherd Hospital)
- Kathleen Greenup (Director of nursing service or designee from Pioneer Memorial Hospital)

The Request to Amend was based upon the desire of Boardman Fire District to attend all emergency calls within Boardman Fire District, regardless of subject matter of the calls. Following the public discussion, an Executive Session was called and the EMS Advisory Committee/QA Subcommittee was tasked with evaluating quality concern issues in determining whether amendment of the ASA would be appropriate, as it is required to do per the ASA Plan. The following background is highlighted for purposes of this DETERMINATION.

The procedures for adopting ASA Plans are set out under the Oregon Administrative Rules (OAR) in Chapter 333. The County, after consultation with appropriate entities, must present the proposed ASA Plan to the State of Oregon, Public Health Division – Oregon Health Authority (OHA) for approval. Once approved, the ASA Plan controls **all aspects** of the ambulance service area in question, including the coordination of “non-transporting EMS Providers,” including Quick Response Teams (QRTs), which are defined as any agency that provides initial response and basic life support care without transportation capabilities by certified First Responders, OAR 333-260-0020(6)(e)(A). Emergency and Non-Emergency

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P – (541) 676-9133	P – (541) 676-2946	P – (541) 676-5504	P – (541) 922-5880	P – (541) 422-7128	P – (541) 676-9133
F – (541) 676-2901	F – (541) 676-9017	F – (541) 676-9025	F – (541) 922-5881	F – (541) 422-7145	F – (541) 676-2901
TDD – (541) 676-2908					

scene response are incorporated into the ASA Plan, and the Morrow County Health District Board is responsible for Plan oversight and appointment of the multi-disciplinary task force referred to as the EMS Advisory Committee. The Committee is composed of members representing all relevant specialty groups including medical, fire, and EMS.

Per the ASA Plan, “The County is considered a single EMS area.” This incorporates the Boardman Fire District. A narrative description of the boundaries of the EMS area are set out on Page 7 of the ASA Plan. The Plan was developed to “ensure that the citizens of Morrow County have access to an efficient and effective ambulance service in spite of this being a remote and sparsely populated area.”

The EMS Advisory Committee is tasked with advising the Morrow County Health District Board (The Board) on all matters relating to pre-hospital emergency medical care, making ASA Plan amendment recommendations to the Board, and fostering co-operation among pre-hospital care providers and the medical community. For Quality Assurance purposes with respect to EMS care, the members must investigate all medically related issues and perform any duties that are required to carry out the requirements of the ASA Plan as directed by the Board. The EMS Advisory Committee reports directly to the Board on all matters coming before the Committee. The Chairperson of the Committee is given the power and responsibility of Administering the ASA Plan and EMS Ordinance, as specified on page 15 of the ASA Plan, based upon the findings and determinations made by the EMS Advisory Committee. As stated on Page 17 of the ASA Plan: “COORDINATION – ADMINISTRATION OF THE PLAN: (1) The Morrow County ASA Plan shall be administered by the EMS Advisory Committee, as representatives of the Board.”

NOW, THEREFORE, after hearing full argument and requests made on behalf of the Boardman Fire and Rescue District, it is hereby **DETERMINED**, that the ASA Plan EMS Advisory Committee has voted to **REJECT** the request from Boardman Fire and Rescue District to Amend the Plan and the County/Health District’s longstanding policy and procedure of dispatching the Fire District to Fire and Motor Vehicle Accident calls only, unless specifically requested by the Health District/Morrow County Ambulance. Considerations of the following details were made by the Committee and given appropriate weight:

- (1) Oregon law specifically prohibits what is known as “call-jumping.” OAR 222-265-0083(15). It has been determined by the State of Oregon that **sending multiple providers to a single call presents risks to the public and patients that do not outweigh the benefit of that action.** This includes: (a) Traffic risks to the public at large associated with multiple providers coming in “hot” to a single scene and, potentially, exceeding speed limits and other traffic laws in an effort to attend the scene first; (2) Creating conflicts and disputes between care providers on scene, lending to unnecessary delays in care; (3) Slowing the delivery of care given the above; (4) Having multiple opposing treatment protocols in place with regard to patient care; (5) Splitting emergency resources that results in waste of time, budget, and expense; (6) Delays in patient transport associated with the foregoing and in failures to understand appropriate chain of command; (7) A review of Morrow County Ambulance response times revealed that response times are all well within protocol; (8) Personnel changes have occurred at Morrow County Ambulance that increase the number of available responders; (9) No other Fire District in Morrow County operates in the fashion proposed by Boardman Fire District, nor has any done so in 70 years.
- (2) Over the last year, the Boardman Fire District has demonstrated a failure to adhere to appropriate protocol and procedure. This has been demonstrated by the following: (1) Failing to have an appropriate contract and protocols in place with its medical director; (2) Failing to have a clear set of standing orders approved and reviewed by a medical director; (3) Instructing the Sherriff’s Department to ignore determinations of the Health

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P – (541) 676-9133	P – (541) 676-2946	P – (541) 676-5504	P – (541) 922-5880	P – (541) 422-7128	P – (541) 676-9133
F – (541) 676-2901	F – (541) 676-9017	F – (541) 676-9025	F – (541) 922-5881	F – (541) 422-7145	F – (541) 676-2901
TDD – (541) 676-2908					



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

PO BOX 9
Heppner OR 97836
Tel: 541-676-9133
Toll Free: 1-800-737-4113
www.morrowcountyhealthdistrict.org

District and the procedures laid out in the ASA Plan with regard to dispatch; (4) Engaging in multiple instances of patient confidentiality violations in public forums; (5) Multiple instances of Fire District crew disparaging Health District ambulance crew in public, at incident scenes, and elsewhere; (6) Multiple instances of Fire District crew unlawfully removing medications and supplies from Morrow County vehicles and facility without Health District authority; (7) Failing to engage in appropriate transfer of patient care when indicated; (8) Engaging in a public campaign to undermine the reputation of the Morrow County Ambulance personnel and the Board by posting false information in social media and attempting to create a false narrative that the District was slow in responding to calls or provided otherwise substandard care with respect to arrival and transports, or that the public was at risk if the Fire District was prohibited from responding to every EMS call.

- (3) One of the overriding reasons for the Fire District’s requested amendment is funding-based, rather than safety-based. This is not an appropriate reason to change protocol and the ASA Plan.

Based upon these considerations and conclusions, it is the medical and public safety determination of the EMS Advisory Committee, the QA Subcommittee and the Morrow County Health District that the Morrow County ASA Plan remain unchanged and the Morrow County Sherriff’s Department shall **discontinue** the practice of dispatching Boardman Fire and Rescue to all calls and will **resume** the practice of dispatching Boardman Fire and Rescue to Fire and Motor Vehicle Accident calls only, unless specifically requested by the Health District/Morrow County Ambulance. Continued activities in opposition to this arrangement are inappropriate and in violation of the ASA Plan; the EMS Advisory Committee’s determination; and the Health District’s responsibility to administer the Plan in a way that ensures the citizens of Morrow County have access to an efficient, safe and effective ambulance service, in spite of this being a remote and sparsely populated area.

4-27-22

Donna Sherman, Morrow County EMS Advisory Committee Chair

Date

4/27/22

John Murray, Morrow County Health District Board Chair

Date

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P – (541) 676-9133 F – (541) 676-2901 TDD – (541) 676-2908	P – (541) 676-2946 F – (541) 676-9017	P – (541) 676-5504 F – (541) 676-9025	P – (541) 922-5880 F – (541) 922-5881	P – (541) 422-7128 F – (541) 422-7145	P – (541) 676-9133 F – (541) 676-2901

NOTICE OF HEARING

DATE OF HEARING: January 10, 2022

TIME OF HEARING: 1 p.m.

LOCATION OF HEARING: Blue Mountain Community College, Classroom 2, 251 Olson Road, Boardman, OR 97818

This is to provide formal Notice of a Hearing under the Morrow County Ambulance Service Area Plan Complaint Review Process. Prior Notice of Deficiency and Request for Response was served on The Boardman Fire and Rescue District (BFRD) on July 26, 2022, documenting multiple violations of the ASA Plan and the Determination entered by the Morrow County Health District (MCHD) March 31, 2022. Those documents are attached to this notice for your reference.

Pursuant to the ASA Plan QA Problem Resolution requirements, BFRD Fire Chief Michael Hughes was contacted personally and in writing. Instruction was provided to prepare a written response and plan to address the deficiencies. Nothing was received in response. Continued non-compliance was found and was not evident within 10 days after attempts to gain compliance were made by the MCHD QA Subcommittee. Attempts to gain voluntary compliance were made and failed. A mediation was scheduled and occurred on October 3, 2022. Attempts were made to further mediate and those attempts have failed.

As a result of the continued failures to correct the deficiencies or complete a successful mediation or otherwise resolve the BFRD compliance issues, a Hearing was requested by the MCHD QA Subcommittee. That request was granted and a Hearing is hereby ordered to occur before the MCHD Board. The hearing shall be conducted by the Board Chairperson or vice-chairperson in accordance with the Attorney General's Model Rules of Procedures under the Administrative Procedures Act. In the event the Board determines the matter adversely to the BFRD and is unable to obtain compliance or correction as a result of this hearing, the Board shall request relief from the Morrow County Circuit Court, and the BFRD Supervising Physician shall be reported to the Oregon Board of Medical Examiners for further redress and discipline. Sanctions for non-compliance include, but are not limited to Nuisance penalties as specified under MC-C-4-98 for each occurrence.

Sincerely,

Marie Shimer

Marie Shimer, MCHD Board Chair

Pioneer Memorial Hospital & Nursing Facility	Pioneer Memorial Home Health & Hospice	Pioneer Memorial Clinic	Irrigon Medical Clinic	Ione Community Clinic	Morrow County Ambulance
P – (541) 676-9133	P – (541) 676-2946	P – (541) 676-5504	P – (541) 922-5880	P – (541) 422-7128	P – (541) 676-9133
F – (541) 676-2901	F – (541) 676-9017	F – (541) 676-9025	F – (541) 922-5881	F – (541) 422-7145	F – (541) 676-2901
TDD – (541) 676-2908					

The ambulance services you rely on may be at risk.

Support collaboration, not competition, to keep Morrow County safe.

For nearly 30 years, Morrow County Health District has been the sole provider of Emergency Medical Services in Morrow County. Our seven ambulances respond quickly from stations in Lone, Heppner, Irrigon and Boardman that have trained EMTs and Paramedics available 24/7.

We provide these services to the entire county as one ambulance service area because it allows us to receive enhanced federal funding when the ambulance service is associated with our critical access hospital. This enhanced funding is key because MCHD heavily subsidizes EMS services in all communities (approximately \$550,000 per fully staffed location). Licensing a separate, competing ambulance service in Boardman will not only eliminate MCHD's eligibility for that enhanced federal funding, but it will jeopardize ambulance service in cities all across Morrow County.

To ensure Morrow County residents continue to have effective ambulance services, MCHD supports collaboration, not competition. We would welcome another provider who could work in tandem with us to supplement services. The best way for that to happen is through a contract with MCHD. We are open to considering any such contract and collaboration if it would be in the best interest of the public.

THE FACTS

- 1 MCHD receives enhanced federal funding that heavily subsidizes EMS services in all communities.
- 2 Licensing a competing ambulance service will eliminate our eligibility for that enhanced federal funding.
- 3 A decrease in funding puts our existing services across the entire county in serious peril.
- 4 Although MCHD does not make a profit on our EMS services, we believe all Morrow County residents have the right to high-quality ambulance services.
- 5 Our new staffing model has two EMS personnel working 12-hour shifts at each dispatching location: Boardman went live in 2021, Irrigon in 2022 and Hepper in 2023.
- 6 MCHD does not oppose the addition of more resources to support EMS in Morrow County if it's in the best interest of the public.
- 7 If another ambulance provider wishes to operate in Morrow County, a contract with MCHD is the best way forward.

MCHD EMS: Saving lives and serving the community in Morrow County. Find out more at HealthyMC.org.



See reverse side for more on MCHD EMS

MCHD AMBULANCE SERVICE: Serving Morrow County Reliably and Efficiently



In Oregon, each ambulance service area is served by only one ambulance service provider to prevent conflicts between providers such as racing to calls. MCHD is the service provider for all of Morrow County and has been for nearly 30 years.



In Morrow County, there is a multi-disciplinary EMS Advisory Committee charged with overseeing the quality and delivery of EMS services. This committee makes decisions about the need to modify or add ambulance services.



Morrow County's current ASA Plan already allows for quick response teams to respond to EMS page-outs to provide care while an ambulance is en route. This practice has been successfully used throughout Morrow County for many years.



MCHD EMS includes a staff of more than 60 personnel that cross-cover all dispatching locations.



MCHD's seven ambulances are dispatched from stations in Lone, Heppner, Irrigon and Boardman that have trained EMTs and Paramedics available 24/7.



MCHD's response times are within minutes and well within established protocols.



Dispatching locations have moved to a staffing model where they are always staffed by two EMS personnel working 12-hour shifts, which allows them ample time away to rest and recover.



When necessary for patient or staff well-being, MCHD requests assistance from other agencies, such as a local fire department. This is called a "mutual aid" request and is common around the state.

**We support
collaboration,
not competition.**

Contact elected board members, county commissioners and local representatives and urge them to support MCHD EMS today!



For more EMS facts, follow us on Facebook!
