CHAPTER 10.01

10.01 AMBULANCE SERVICE

10.01.010 Certification by Board of County Commissioners

Clackamas County Code Chapter 10.01 is the Ambulance Service Plan for the County. The Board of County Commissioners hereby certifies that:

A. The County has included in this Plan each of the subjects or items set forth in Oregon Administrative Rule 333-260-0020 and has addressed and considered each of those subjects or items in the adoption process.

B. In the Board's judgment, the ambulance service areas established in the Plan will provide for the efficient and effective provision of ambulance services; and

C. To the extent they are applicable, Clackamas County has complied with ORS 682.062 and 682.063 and with existing local ordinances and rules.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05]

10.01.020 Overview of County

A. Clackamas County has a population of approximately 422,537 (US Census Bureau, 2021), and an area of 1,870.7 square miles (US Census Bureau, 2021). Provision of emergency medical services presents a challenge due to the widely varying demographic and geographic areas within the County. The urbanized areas of the County within the Portland metropolitan urban growth boundary are densely populated, while rural areas are much less densely populated. More than one-third of the County consists of federally owned National Forest or BLM land, which is less densely populated still. There are sixteen cities located wholly within the County, and two others partially inside County borders. Large parts of the urban area are unincorporated, with about 40% of County residents living outside of city boundaries. Geographically the County varies dramatically, rising from the 31-foot elevation at Oregon City to the 11,239-foot peak of Mt. Hood.

B. History of ASAs
In 1991 the Board approved the following Ambulance Service Areas: Canby ASA, Clackamas ASA, and Molalla ASA. Boundary descriptions are in the ASA Map (Section 10.01.040.A) and ASA Narrative Description (Section 10.01.040.B) of this Plan.

C. The Ambulance Service Plan, with associated agreements and contracts, is designed to assure high quality, timely medical care at the time of a medical emergency, and to coordinate public safety answering points, dispatch centers, first responders and transport agencies into a unified system for providing Emergency Medical Services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12]

10.01.030 Definitions

A. “ADVANCED LIFE SUPPORT” (ALS) means a level of medical care provided in the field by Emergency Medical Service Providers.

B. "AMBULANCE" means any privately or publicly owned motor vehicle, aircraft, or watercraft that is regularly provided or offered to be provided for the emergency transportation of persons who are ill or injured or who have disabilities.

C. "AMBULANCE SERVICE AREA" or "ASA" means a specific geographic area of Clackamas County which is served by one ambulance service provider.

D. "AMBULANCE SERVICE PROVIDER" or "AMBULANCE 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.

E. "AMBULANCE SERVICE" means a person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities.

F. “BASIC LIFE SUPPORT” (BLS) means a level of medical care that can be provided in the field by Emergency Medical Service Providers.

G. "BOARD" means the Board of Commissioners for Clackamas County, Oregon.

H. “CODE 1” means emergency medical response not utilizing lights and sirens.

I. “CODE 3” means emergency medical response utilizing lights and sirens.

J. “COMMUNITY PARAMEDIC” or “CP” means a licensed paramedic with advanced training to operate in an expanded role for patients in non-emergent out-of-hospital settings. The CP extends the reach of primary care and public health services to vulnerable populations in the community through direct care, resource connection, and healthcare system navigation.

K. "COUNTY" means Clackamas County, a political Subdivision of the State of Oregon.

L. "COUNTY EMS MEDICAL DIRECTOR" or "EMSMD" means a licensed physician employed by or contracted to the County to provide medical direction as required.

M. “CULTURAL COMPETENCE” means (in healthcare) the ability for healthcare professionals to demonstrate cultural competence towards patients with diverse values, beliefs, and behaviors.

N. "DEPARTMENT" means the Clackamas County Department of Health, Housing and Human Services.

O. "EMERGENCY AMBULANCE SERVICE" means the provision of advanced or basic life support care and transportation by ambulance, if appropriate, in response to medical and traumatic emergencies.

P. "EMERGENCY MEDICAL SERVICES" or "EMS" means those prehospital functions and services whose purpose is to prepare for and respond to medical and traumatic emergencies, including rescue and ambulance services, patient care, communications and evaluation.

Q. "EMERGENCY MEDICAL SERVICES AGENCY" means an ambulance service or non-transport EMS service that uses emergency medical services providers to respond to requests for emergency medical services.

R. “EMERGENCY MEDICAL SERVICES COORDINATOR” or “EMS COORDINATOR” means the person designated by Clackamas County Public Health Division to administer and enforce the provisions of Emergency Medical Services.

S. "EMERGENCY MEDICAL SERVICES PROVIDER" means a person who has received formal training in pre-hospital and emergency care, and is licensed to attend any person who is ill or injured or who has a disability. Police officers, firefighters, funeral home employees and other persons serving in a dual capacity, one of which meets the definition of “emergency medical services provider” are “emergency medical services providers” within the meaning of this definition.

T. "EMERGENCY MEDICAL SERVICES SYSTEM" means the system that provides for the arrangement of personnel, facilities, and equipment for the effective and coordinated delivery of pre-hospital health care services in Clackamas County.

U. "EMERGENCY PHYSICIAN ADVISORY BOARD" or "EPAB" means an advisory board constituted by the Supervising Physician of each EMS responding agency in the County.

V. "EMS COUNCIL" or "COUNCIL" means Emergency Medical Services Council.

W. "FIRST RESPONDER" or "FIRST RESPONSE AGENCY" means fire and other governmental or private agencies providing Emergency Medical Services.

X. "FRANCHISE" means a right granted by the Board to provide ambulance services on an exclusive basis but subject to the limits and conditions of this Plan and any contract entered into between the County and the Ambulance Service Provider granted the franchise. Assignment of an ASA to a rural fire protection district pursuant to Sections 10.01.070.A.1 and 10.01.070.A.2 of this Plan shall not be considered a franchise.

Y. "FRONTIER AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

Z. “HEALTH EQUITY” means the absence of unfair and avoidable or remediable differences in health among population groups defined socially, economically, demographically, or geographically.

AA. “LAKE OSWEGO COMMUNICATIONS CENTER” (LO-COM) means a division of the City of Lake Oswego that operates a public safety access point (PSAP).

BB. “LEVEL ZERO MINUTES” means the number of minutes in a calendar month

when an Ambulance Service Provider did not have any currently active ambulances available to respond to an emergency within the Clackamas ASA.

CC. “MAXIMUM AVERAGE BILL” means the total number of dollars charged for emergency ambulance services during the contract year, minus any charges for franchise fees, medical direction, oversight, regulation, standbys, special events and other special charges, divided by the total number of ambulance patients transported as documented by the number of base rates charged during the same period.

DD. "MEDICAL DIRECTOR" or "SUPERVISING PHYSICIAN" means a physician licensed under ORS 677.100 to 677.228, who is actively registered and in good standing with the Oregon Medical Board, and who provides direction of emergency or nonemergency care provided by Emergency Medical Services Providers.

EE. “MOBILE INTEGRATED HEALTHCARE” or “MIH” means the provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment. MIH aims to deliver higher quality and more cost-effective medical care by coordinating resources, and includes services such as community paramedicine, 9-1-1 nurse triage, chronic disease management, preventive care, post discharge follow-up, and alternate destination/ED diversion.

FF. "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 providers.

GG. “OHA” means the Oregon Health Authority.

HH. "ON-LINE MEDICAL CONTROL" or "OLMC" means a physician directing medical treatment in person, over a radio, by phone or through some other form of instant communication.

II. "PARTICIPATING PROVIDER" means a fire service agency (fire district or fire department) that has a contractual agreement with the County allowing the County to integrate agency resources into an EMS response plan including using agency responses to modify ambulance response time requirements.

JJ. "PATIENT" means a person who is ill or injured or who has a disability and who receives emergency or nonemergency care from an Emergency Medical Services Provider.

KK. "PUBLIC SAFETY ANSWERING POINT" or "PSAP" means a call center responsible for answering calls to an emergency telephone number ("9-1-1") for police, firefighting and ambulance services. Trained emergency communications personnel are also responsible for dispatching these emergency services.

LL. "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.

MM. "RURAL AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

NN. "STAFFED" means qualified persons, physically located at or immediately accessible to an Ambulance Service Provider's base of operation within an ASA, available on a 24-hour basis.

OO. "SUBURBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

PP. "UNIT HOUR" means one (1) hour of service by a fully equipped and staffed ambulance assigned to a call, or available for an assignment.

QQ. "UNIT HOUR UTILIZATION" (UHU) Is calculated by dividing the number of transports by the number of unit hours.

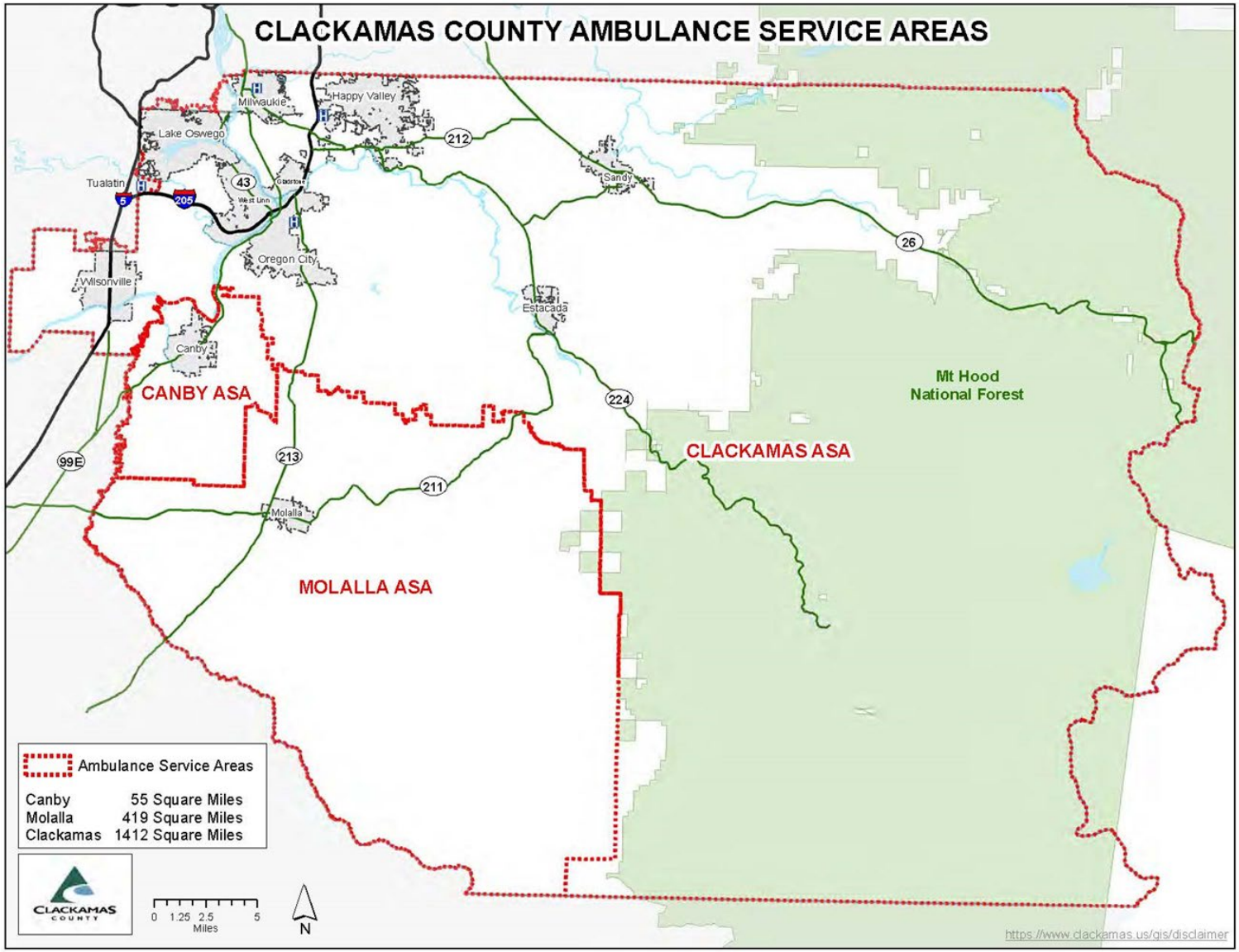
RR. "UTILIZATION" means a measure that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit hours.

SS. "URBAN AREA" means an area within an ASA which is designated as such on the map attached as Appendix A.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12; Amended by Ord. 04-2024, 11/14/24]

10.01.040 Boundaries

A. ASA Map



B. ASA Narrative Description

1. Clackamas County is divided into the following ambulance service areas:

   a. Molalla ASA: The Molalla ASA includes the Molalla and Colton Fire Districts, the portions of the Monitor and Silverton Fire Districts in Clackamas County as well as the portions of the Clackamas Fire District described below and a large part of south county that is not inside a fire district. The Molalla ASA is more particularly described as follows:

      Western Boundary - The Molalla ASA starts at the county boundary on the Pudding River where the Aurora and Monitor fire districts meet at the northern edge of Section 1, Township 5 south, Range 1 west and follows the western boundary of Clackamas County south all the way to the southern edge of Section 11, Township 8 south, Range 3 east before turning east

      Southern Boundary – The Molalla ASA boundary turns east following the Clackamas County boundary with Marion County at the southern edge of Section 11, Township 8 south, Range 3 east continuing to the border between Sections 10 and 11 of Township 8 south, Range 4 east.

      Eastern Boundary – The Molalla ASA boundary turns north following the section lines of Sections 10 and 11 of Township 8 south, Range 4 east for 2 miles before going east along the United States Geological Survey (USGS) township boundary for 7 south 4 Range 4 east and heading north again between the townships of Township 7 south, Range 4 east and Township 7 south, Range 5 east continuing to and including Section 36, Township 5 south, Range 4 east, turning west for one mile and then continuing north following the section lines between Sections 26 and 25, Township 5 south, Range 4 east to a half mile up the boundary between Section 1, Township 5 south, Range 4 east and Section 2, Township 5 south, Range 4 east (at NF-4510), turning west for another half mile before turning north and then west to the section boundary between Section 34, Township 4 south, Range 4 east and Section 35, Township 4 south, Range 4 east where it continues north for two miles following the section lines to the Estacada Fire District boundary.

      Northern Boundary - The boundary follows the northernmost boundary of Section 27, Township 4 south, Range 4 east (and the Estacada Fire District Boundary) to the west, continuing along the Colton Fire District boundary including five out of district contiguous parcels on S Look Rd and S Sheckly Rd (43E13 00600, 43E13 00901, 43E13 00905, 43E13 01001, and 43E24 00200), the northernmost point being 122.3935774° W 45.2300021° N. From 122.3935774° W 45.2157399° N, the boundary continues west where it intersects the CCFD1 boundary. At this point the Molalla ASA includes the southern part of the Clackamas Fire District that goes from here west to the intersection of Unger Rd and Beeson Rd and includes the properties on Lower Jewell Rd, Brooks Ln and Unger Rd and then Gard Rd (both sides) to Buckner Creek Rd (both sides) to the Molalla Fire District boundary which it follows to where it intersects the Canby Fire District boundary, including three parcels in the Clackamas Fire District (42E04 02501 – 14495 S UNION HALL RD),

42E09 00290, and 42E04 02390) and few out of fire district parcels (42E05D 00400, 42E05D 00890, 42E04C 00300 and 42E04C 00301 – 24635 S ELDORADO RD) on or near the boundary.

b. Canby ASA: The Canby ASA includes and follows the Canby Fire District boundary plus the portion of the Aurora Fire District in Clackamas County (east of the Pudding River) and north and east of Rock Creek. The Canby ASA is more particularly described as follows:

Western Boundary – The Western Boundary of the Canby ASA begins at the confluence of the Molalla and Willamette rivers, thence follows the east side of the Molalla River, south to the confluence of the Pudding River, thence east following the Pudding River where it crosses S Arndt Rd. and continues south along the Clackamas County boundary to where it meets the south section line of section 36, township 4 South, range 1 West.

Southern Boundary – The Southern Boundary heads east following the south section line of section 31, township 4 South, range 1 East, to S. Whiskey Hill Rd. The boundary continues east on S. Whiskey Hill Rd., encompassing all properties north of S. Whiskey Hill Rd. until it becomes S. Barnards Rd. The boundary continues along S. Barnards Rd to the east until it intersects with Hwy 170. Thence east on S. Barnards Rd encompassing the properties on both the north and south sides of S. Barnards Rd., including 30011 S. Dryland Rd and 30050 S. Elisha Rd, ending on S. Barnards Rd at 11492 S. Barnards Rd.

Eastern Boundary – The Eastern Boundary turns north along the eastern boundary of 11265 S. Bernard's Rd. and meets with S. Molalla Forest Rd., continues north encompassing the west side of S. Molalla Forest Rd. crossing S. Eby Rd., S. Riggs Damm Rd., and S. Macksburg Rd. and intersects with the Molalla River. Thence east following the Molalla River to S. Fish Rd. thence north encompassing the addresses to the west of S. Fish Rd. and continues north along the east section line of section 18, township 4 South, range 1 East,. The boundary continues north along the east line of section 7, township 4 South, range 2 East, then along the northeast corner of section 7, township 4 South, range 2 East to the east corner of section 6, township 4 South, range 2 East. Heading west on the north boundary of 12885 S. Union Hall Rd. to the northwest corner, thence north to S. Spangler Rd. thence west on S. Spangler Rd and turns north on property boundary of 32E31 01801. Thence north and crosses S. Casto Rd., to the northern property boundary of 3S2E31 01201. Thence east to the eastern boundary of 32E31 00300. Thence north to the northeast corner of 3S2E31 00300. Thence west along S. Carus Rd to S. Penman Rd. Thence north including all houses to the west of S. Penman Rd. The boundary continues to New Era Rd and follows S. New Era Rd until S. New Era Rd. turns west. The boundary continues north to meet S. Criteser Rd.

Northern Boundary – The Northern Boundary encompasses everything south of S. Criteser Rd. continuing west crossing S. Central Point Rd and continues due west along the southern boundary of Section 3S1E13 and continues west following tax lot boundaries, crossing S. Gould Ct and

continues west to follow the southern boundary of tax lot 31E14C 01600 to S. South End Rd. Thence north along S. South End Rd. up to and including 20568 S. South End Rd. on the east side and 20601 S. South End Rd. on the west side. Thence west along the northern property boundary of 20601 S. South End Rd., heading due west thence north encompassing 20860 S. Hwy 99E and 20890 S. Hwy. 99E following their property lines to the north and to the west across the Willamette River. The boundary continues to follow the Willamette River west to the confluence of the Molalla River.

c. Clackamas ASA: The Clackamas ASA includes the Hoodland, Estacada, Sandy, and Clackamas Fire Districts, except for portions of the Clackamas Fire District within the Molalla ASA. The not-in-district and largely forested areas outside of these fire districts to the north, east, and south county lines are included up to the east boundary of the Molalla ASA. This includes the Aurora Fire District in Clackamas County west of the pudding river, and areas of Clackamas County served by Tualatin Valley Fire & Rescue, not including the City of Tualatin and sections of the City of Wilsonville that are in Washington County. The Clackamas ASA also includes the Cities of Gladstone and Lake Oswego, the Alto Park Water District in unincorporated Multnomah County, the Riverdale Fire District in Multnomah County, and some areas in the City of Portland along the northern county boundary. The Clackamas ASA is more particularly described as follows:

   Western Boundary - The Clackamas ASA begins in the northwest corner of the county where Clackamas, Multnomah and Washington counties converge. It travels south following the county line between Clackamas and Washington counties including everything inside the Clackamas County border except for where the City of Tualatin enters Clackamas County. These two areas are not included in the Clackamas ASA. The western boundary of the Clackamas ASA extends west of the county boundary to include the small portions of the City of Lake Oswego and the City of Rivergrove that extend into Washington County. The ASA continues to follow the Clackamas County boundary with Washington County all the way (south and west) to the junction with Yamhill County. It includes the entire City of Wilsonville, including the northern portion of Wilsonville that is in Washington County. The ASA boundary follows the Clackamas County boundary with Yamhill County to the Willamette River where it continues to follow the Clackamas County boundary with Marion County all the way to the Pudding River/boundary of the Canby ASA. It travels north following the Pudding River to the confluence of the Willamette River.

   Southern Boundary - The Clackamas ASA boundary follows the Willamette River/Canby ASA Boundary to the Molalla ASA Boundary and continues to follow the northern Molalla ASA Boundary, turning south continuing to follow the Molalla ASA Boundary to the county boundary with Marion County. The southern boundary continues east along the Clackamas County/Marion County border all the way to the end.

Eastern Boundary - The Clackamas ASA boundary turns north following the Clackamas County boundary with Wasco County all the way north to the junction with Hood River County. The boundary continues to follow the Clackamas County boundary with Hood River County to the top of Mt Hood and continuing to the junction with Multnomah County.

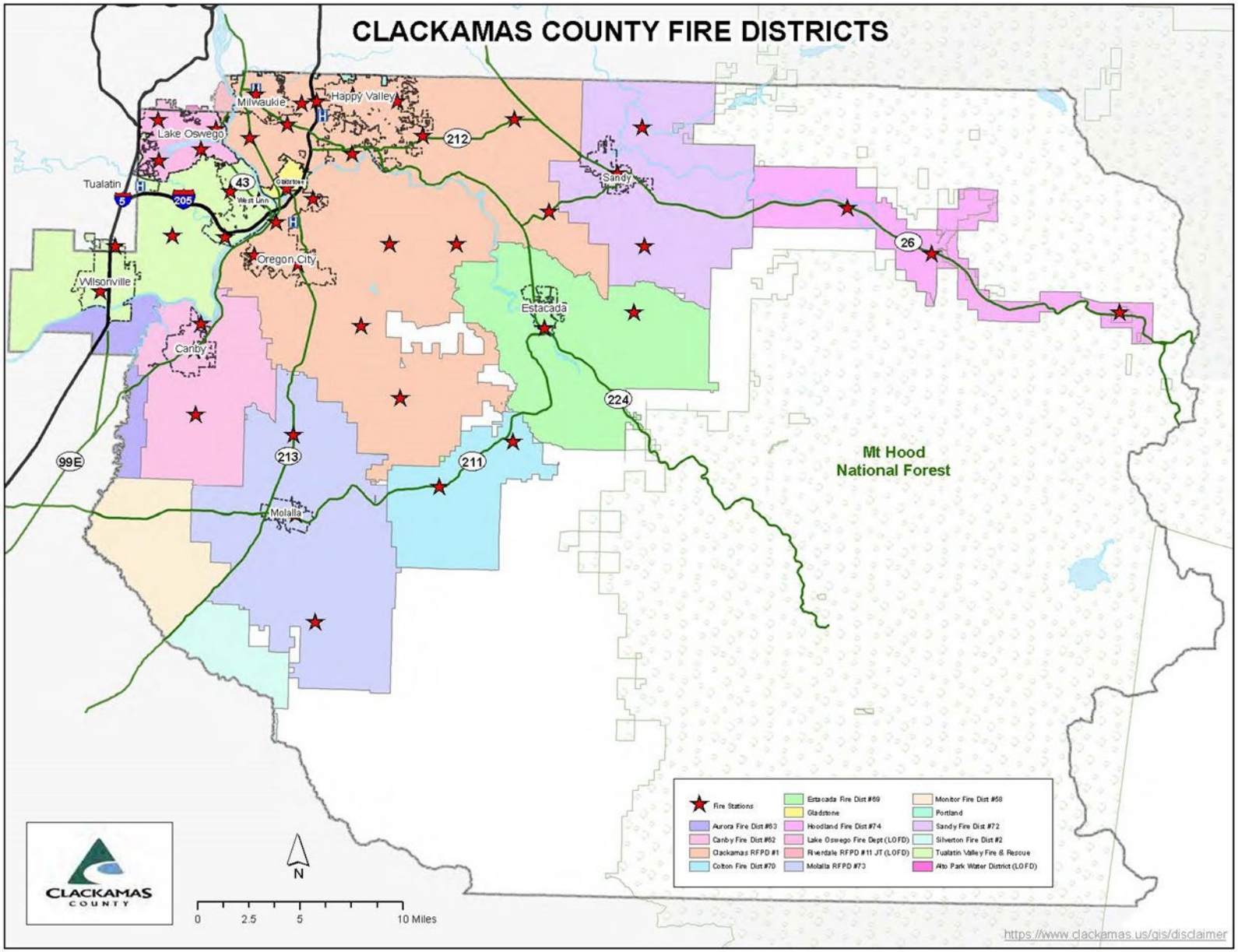
Northern Boundary - The Clackamas ASA boundary follows the entire length of the boundary between Clackamas County and Multnomah County including everything on the Clackamas County side up to the Willamette River. At the Willamette River the boundary continues west including everything in Clackamas County plus the parts of the City of Lake Oswego that are within Multnomah County, and the Alto Park Water District and the Riverdale-Dunthorpe Fire District within Multnomah County.

The following areas outside Clackamas County are served as part of the Clackamas ASA:

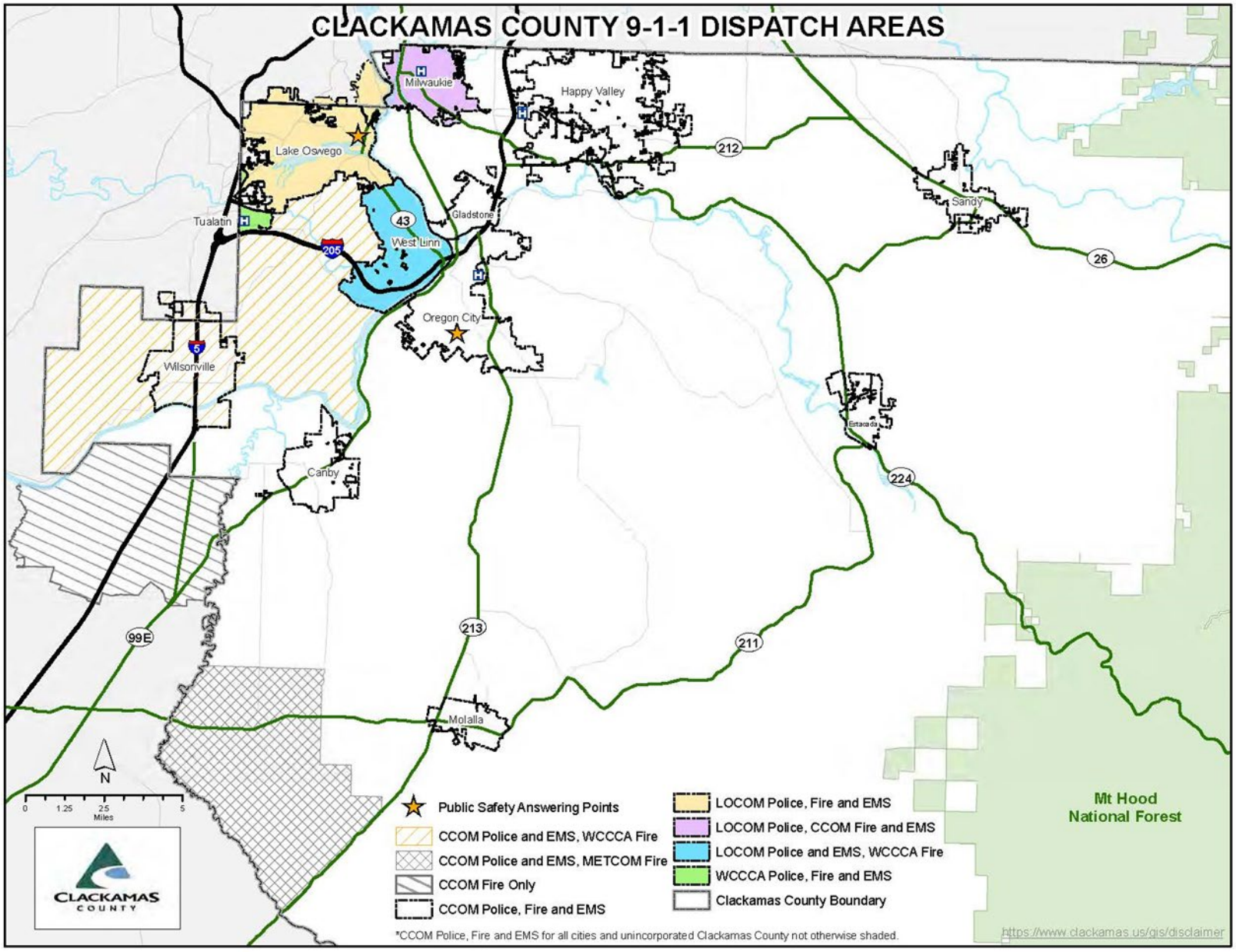
- The City of Wilsonville within Washington County is served under an intergovernmental agreement with Washington County.
- The parts of the Cities of Lake Oswego and Rivergrove that are within Washington County are served under an intergovernmental agreement with Washington County.
- The part of the City of Lake Oswego that is within Multnomah County, and the Alto Park Water District, and the Riverdale-Dunthorpe Fire District within Multnomah County.

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change the boundaries of these ASAs, or create other ASAs, or incorporate or remove exclusive non-emergency services in one into one or more ASAs in order to provide for the effective and efficient provision of emergency medical service.

C. Fire District Map



D. 9-1-1 Map


CLACKAMAS COUNTY 9-1-1 DISPATCH AREAS
Milwaukie
Happy Valley
Lake Oswego
Tualatin
Gladstone
West Linn
Sandy
Oregon City
Wilsonville
Canby
Estacada
Molalla
212
43
205
26
224
213
211
99E
5
N
0 1.25 2.5 5
Miles
CLACKAMAS COUNTY
Public Safety Answering Points
CCOM Police and EMS, WCCCA Fire
CCOM Police and EMS, METCOM Fire
CCOM Fire Only
CCOM Police, Fire and EMS
LOCOM Police, Fire and EMS
LOCOM Police, CCOM Fire and EMS
LOCOM Police and EMS, WCCCA Fire
WCCCA Police, Fire and EMS
Clackamas County Boundary
*CCOM Police, Fire and EMS for all cities and unincorporated Clackamas County not otherwise shaded.
Mt Hood
National Forest
https://www.clackamas.us/gis/disclaimer

E. Alternatives Considered to Reduce Response Times

1. While short response times are relevant for a select set of EMS call types, best practices favor increasing the allowed time for EMS units to respond to most dispatches when the Medical Priority Dispatch System (MPDS) classifies the incident as not requiring a "hot" response. To this end, the County has established operational standards that address response time intervals in combination with clinical performance measures.
2. Many factors such as distance and population density impact response times; therefore, the County has identified response time standards for urban, suburban, rural and frontier zones. With procedures to monitor response times and clinical performance and a system of remedies for non-compliance, including but not limited to liquidated damages, and incentives for exceeding minimum compliance standards, the County has established the framework for Ambulance Service Providers to operate and provide their service to the community. Additionally, by establishing market rights of sufficient size and duration, the County enables providers to serve the community more efficiently
3. The County expects Ambulance Service Providers to use their best expert and professional judgment in deciding upon various methods of achieving and maintaining the level of ambulance service performance required. "Methods" include, but are not limited to, compensation programs, shift schedules, personnel policies, supervisory structure, vehicle deployment techniques and other internal matters which, taken together, comprise strategies for getting the job done in the most effective and efficient manner possible.

   The County recognizes that different Ambulance Service Providers may employ different methods to achieve equal success. By allowing each Ambulance Service Provider a wide range of management methods, the County hopes to inspire innovation, improve efficiency, and reduce costs without sacrificing the system's performance.
4. The County believes that a well-designed, effective partnership between First Response Agencies and Ambulance Service Providers may allow a reduction in ambulance response time requirements in the county. Through this Plan, the County encourages transport providers to work closely with advanced life support and other first response agencies to develop programs that will deliver medical care as rapidly as possible while enhancing countywide service or reducing rates. The county believes that well-articulated, cooperative efforts improve patient outcomes and therefore encourages all EMS providers to work toward this goal.
5. Assigning multiple resources to low acuity 911 calls limits the number of EMS assets in the system available to respond to higher acuity incidents. Additionally, it can increase the risk to responding personnel and the public while inflating operational costs. Therefore, dispatching first responder EMS units to non-life-threatening incidents should be reduced whenever possible, based on the triage criteria.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012,-7/12/12; Amended by Ord.

04-2024, 11/14/2024]

10.01.050 SYSTEM ELEMENTS

A. 9-1-1 Dispatched Calls

The County designates dispatch centers for Ambulance Service Providers. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD.

9-1-1 calls for medical assistance in Clackamas County are currently received by two Public Safety Answering Points (PSAP), Clackamas County Communications (C-COM) and Lake Oswego Communications Center (LOCOM).

C-COM dispatches fire and EMS in the Molalla ASA, the Canby ASA, and the Clackamas ASA east of the Willamette River, and forwards information to Marion Area Multi Agency Emergency Telecommunications (METCOM) and Washington County Consolidated Communications Agency (WCCCA) for dispatch in the areas served by Woodburn Ambulance Service and Tualatin Valley Fire and Rescue (TVFR) respectively. Other methods of contacting C-COM besides dialing 9-1-1 can be located at: https://www.clackamas.us/911
LOCOM dispatches fire and EMS in Lake Oswego and the Clackamas ASA served by the Lake Oswego Fire Department and forwards information to WCCCA for dispatch in the areas served by TVFR. Other methods of contacting LO-COM besides dialing 9-1-1 can be located at: https://www.ci.oswego.or.us/police/lake-oswego-communications-locom
WCCCA dispatches fire and EMS in the part of the Clackamas ASA served by Tualatin Valley Fire and Rescue. Other methods of contacting WCCCA besides dialing 9-1-1 can be located at: https://www.wccca.com
9-1-1 requests for ambulance service to C-COM and LO-COM are currently transmitted electronically to the franchisee which operates a communications center in Multnomah County, Oregon. An Ambulance Service Provider may employ its own methods for deploying and notifying ambulances and will be electronically linked to key C-COM and LO-COM systems. An Ambulance Service Provider will employ an approved method of data capture and transmission to assure that specific verifiable and auditable data elements, required for dispatch and performance evaluation are made available in a format that allows the County to adequately measure, evaluate and regulate system performance. Dispatch tasks employed by the franchisee and the Ambulance Service Provider's computer links with C-COM and LO-COM will not reduce an Ambulance Service Provider's responsibility for its dispatch and response time performance.

Dispatch centers participating in 9-1-1 and non-emergency dispatch of ambulance resources within the County, including non-emergency Ambulance Service Providers, will utilize and comply with protocols for emergency medical dispatch and priority dispatch that have been approved by the County EMSMD, with the advice of EPAB. All calls classified as emergency medical calls under the approved protocols will be immediately forwarded, transferred or otherwise communicated, in accordance with protocols established by the County, to the appropriate dispatch centers for EMS and emergency Ambulance Service Providers.

B. Pre-arranged Non-emergency Transfers and Inter-facility Transfers

The County reserves the right to grant exclusive market rights for non-emergency ambulance service in the future at any time that the Board determines that it is in the County's interest.

The Ambulance Service Providers of ASAs in Clackamas County are not obligated to provide non-emergency ambulance services as these services are currently provided by other ambulance companies licensed by OHA. The County does not regulate the provision of non-emergency ambulance services.
The Ambulance Service Providers may specifically compete in the non-emergency and inter-facility segment of the market and may utilize ambulances and personnel deployed to meet its emergency responsibilities in non-emergency service, provided that the Ambulance Service Providers comply with the requirements of the Ambulance Service Provider contract.

The Department may adopt regulations and requirements for the issuance of non-emergency ambulance permits. Failure to meet any of these requirements may be grounds for the denial or revocation of an ambulance permit.

The denial or revocation of any Ambulance Service Provider permit by the Department may be appealed to the Board, whose decision will be final.

C. Notification, Response Times, and Clinical Performance Standards

1. Notification Times

The County may require dispatch centers that receive requests for service and dispatch ambulances to report center performance. Centers are required to answer requests for emergency assistance within 10 seconds, 90% of the time.

Centers will perform quality assurance reviews on no less than 2% of Echo level (highest priority response level in MPDS) calls and maintain a comprehensive quality improvement program that incorporates active call reviews, continuing education, and appropriate oversight committees.

All calls received by an Ambulance Service Provider for Emergency Ambulance Service as determined by approved dispatch protocols will be immediately forwarded, transferred, or otherwise communicated in accordance with protocols established by the County to the appropriate dispatch centers for EMS and Ambulance Service Providers. Ambulance Service Providers shall report the number of calls turned over to designated dispatch centers, and the time required to turn over the call, each month.

2. Response Times

Response time intervals are measured from the time of call receipt by the Ambulance Service Provider to the time of arrival on-scene. Ambulance Service Providers are encouraged to exceed minimum performance requirements. Additional terms and conditions regarding failure to meet response times including liquidated damages, may be included in any contract with the Ambulance Service Provider.

The EMS Coordinator may analyze and update response time requirements based on an evaluation of the current EMS system and forecasted needs. Such updates may be reflected in either an amended Ambulance Service Plan or in any contract between the County and an Ambulance Service Provider

a. Code-3 calls shall be within the following response time limits.

   i. Urban Zone: Maximum response time of 10:00 minutes for 90% of calls (ALS Ambulance).

      Maximum response time of 10:00 minutes for 90% of calls (BLS Ambulance).

   ii. Suburban Zone: Maximum response time of 12:00 minutes for 90% of calls (ALS Ambulance).

      Maximum response time of 12:00 minutes for 90% of calls (BLS Ambulance).

   iii. Rural Zone: Maximum response time of 25:00 minutes for 90% of calls (ALS Ambulance).

      Rural Zone: Maximum response time of 25:00 minutes for 90% of calls (BLS Ambulance).

   iv. Frontier Zone: Maximum response time of 120:00 minutes for 90% of calls (ALS Ambulance).

      Frontier Zone: Maximum response time of 120:00 minutes for 90% of calls (BLS Ambulance).

b. Code-1 calls shall be within the following response time limits:

   i. Urban Zone: Maximum response time of 15:00 minutes for 90% of calls (ALS Ambulance).

      Maximum response time of 15:00 minutes for 90% of calls (BLS Ambulance).

   ii. Suburban Zone: Maximum response time of 20:00 minutes for 90% of calls (ALS Ambulance).

      Maximum response time of 20:00 minutes for 90% of calls (BLS Ambulance).

   iii. Rural Zone: Maximum response time of 30:00 minutes for 90% of calls (ALS Ambulance).

Maximum response time of 30:00 minutes for 90% of calls (BLS Ambulance).

iv. Frontier Zone: Maximum response time of 130:00 minutes for 90% of calls (ALS Ambulance).

Maximum response time of 130:00 minutes for 90% of calls (BLS Ambulance).

c. Where response time areas are divided along the centerline of a road, the shorter response time shall apply to both sides of the road and to all property having immediate access from that road. The County will monitor response times and if it is found that more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the Ambulance Service Provider may be required to redeploy or add additional units, or the County may, if it is determined to be in the public interest, seek revocation of a franchise, ASA assignment, or other remedies.

d. The Board may modify the response time requirements detailed above to promote efficient and appropriate responses to 9-1-1 emergency calls, including modifications adopted in agreements to integrate first responder services delivered by Participating Providers. The Department and County EMSMD will provide recommendations to the Board after reviewing proposed modifications to the requirements with consideration of the following:

- The level of acuity of each call, using modern emergency medical dispatch and priority dispatch capabilities.
- Clinical evidence that any particular standard is more efficacious.
- The efficient use of system resources.
- Alternative delivery systems including, but not limited, to approved advanced life support first response.
- The projected economic impact of any proposed change.
- Requests from local governmental jurisdictions.

e. Emergency response time for ambulances will be calculated from the time that a call is received by the Ambulance Service Provider until the time that the provider's first ambulance arrives on-scene.
In areas where a Participating Provider has a contractual agreement with the County, response time for the Participating Provider will be calculated from the time a call is received by the Participating Provider to the on-scene arrival of the Participating Provider.
If a designated dispatch center downgrades a call from emergency status, the above maximum response times will not apply. Ambulance Service Providers shall be responsible; however, for responding to such a downgraded call within the appropriate response time criteria, if any, for

the downgraded priority. The County may adopt rules to govern calculation of response time performance in cases of upgrades and downgrades of response priorities and for nonemergency calls.

Ambulance Service Providers will not be held responsible for response-time performance on an emergency call outside the ASA. However, Ambulance Service Providers shall use their best efforts in responding to mutual aid calls.
Responses to emergency calls outside the ASA will not be counted in the number of total calls dispatched used to determine contract compliance statistics.
For the purpose of measuring compliance, each incident will be counted as only one call dispatched, no matter how many units respond to the incident.

Ambulance Service Providers will utilize the County's then-current Online Compliance Utility (OCU) to monitor and report system response intervals and clinical performance of first responders and ambulances. The reports will capture additional data related to response numbers, time stamps, ambulance status, patient transports, ambulance crew information, vehicles, and any call edits performed.

Ambulance Service Providers contracting with the County shall report each ambulance call dispatched that was not responded to within a response time designated for the area of the call. If more than 10% of the emergency calls in any type of response zone are not responded to in the required maximum response times or less during any calendar month, the Ambulance Service Provider shall identify the cause of such extended response time and shall document its efforts to eliminate repetitions of that cause of poor response time performance.

f. Response Time Exemptions

It is understood that unusual circumstances beyond an Ambulance Service Provider's reasonable control can cause response times to exceed the aforementioned standards. Equipment failure, traffic accidents or lack of a nearby ambulance shall not furnish grounds for release from late run deductions or general response time standards.
Dispatcher errors by an Ambulance Service Provider's selected dispatch center shall not furnish grounds for release from late run deductions or general response time standards.
If an Ambulance Service Provider believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond the Ambulance Service Provider's reasonable control, they may request that these runs be excluded from response time performance calculations and late run penalties. If the Department concurs that the circumstances were due to unusual circumstances beyond the Ambulance Service Provider's reasonable control, the Department will allow such exemptions in calculating overall response time performance and in assessing late run damages. Additional detail and requirements regarding response time exemptions will be contained in the contract between the County and an Ambulance Service Provider.

3. Clinical Process Data and Performance Requirements

a. Clinical Performance Standards

Ambulance Service Providers shall be required to continuously follow all clinical performance and data submission standards provided by the County. All systems and reports must comply with county, state and, federal data collection and reporting requirements.

Ambulance Service Providers shall meet the County's then-current clinical performance standards. The EMSMD, working in collaboration with the EMS Council, will have the authority to develop, update, and expand clinical key performance indicators based on industry and clinical best practices.

b. Clinical Performance Exceptions and Exemption Requests

Ambulance Service Providers shall maintain mechanisms to ensure the delivery of high-quality patient care to the residents of Clackamas County. However, it is understood that on occasion there will be factors beyond the Ambulance Service Provider's control that may affect achievement of a specific clinical performance standard. Should an Ambulance Service Provider desire to appeal any liquidated damages assessed for non-compliance of a clinical performance standard, Ambulance Service Provider shall prepare detailed documentation for each requested exception. Requests shall be submitted to the County EMS Coordinator within 15 days after the end of the month.

The EMS Coordinator will review the request together with that month's performance reports and issue a determination. In some cases, the EMSMD will be consulted to make the final determination. Should the Ambulance Service Provider dispute the EMS Coordinator or EMSMD's determination, the Ambulance Service Provider may submit a written appeal to the County Director of Public Health for a definitive ruling within 5 days of receiving the clinical non-compliance calculations summary. The County Director of Public Health's ruling will be final and binding.

4. Damages and Incentives for Response Times/Performance

The Ambulance Service Provider designated by Clackamas County as the primary entity responsible for the delivery of emergency medical services, including ambulance transport services, for an Ambulance Service Area, must maintain compliance with the required performance standards (RPS) specified in this Ambulance Service Plan including, but not limited to, notification time requirements, response time requirements, clinical performance requirements, and compliance with all applicable statutes, ordinances, and rules. Failure to maintain compliance may result in the County pursuing legal actions, including imposition of liquidated damages.

Liquidated damage amounts will be set forth in the contract between the County and the Ambulance Service Provider. For those months that the Ambulance Provider fails to respond to 90 percent aggregate of calls within a time period specified under Response Times (Section 10.01.050.C.2), the County will review appropriate system-status plans, unit-hour utilization (UHU), or other factors to determine the causes of noncompliance. For those months that the Ambulance Service Provider fails to meet the 90 percent minimum compliance standard, liquidated damages may be imposed for each individual zone where the failure occurred (e.g., Urban, Suburban, Rural and Frontier). BLS responses will be assessed at the initial liquidated damages rate and ALS responses will be assessed at two times the initial liquidated damages rate. For monitoring purposes, each geographical zone (i.e., Urban, Suburban, Rural and Frontier) shall have, in addition to the 90-percent standard, a response time limit as outlined in (Section 10.01.050.C.2). The Code-3 every call time limits are: 12 minutes-Urban, 20 minutes-Suburban, 45 minutes-Rural, 4 hours- Frontier). The County will review outlier calls exceeding these time limits and may impose damages if necessary to resolve significant problems.

Outlier calls will be assessed liquidated damages on a per case basis for each minute in excess of the response time limit for a given zone. Code 1 responses will be assessed at the initial damage rate and Code 3 responses will be assessed at two times the initial damage rate.

High performance incentives will be assessed when monthly aggregate response compliance exceeds 90% in a given zone. Code 1 and Code 3 responses will be assessed at the same financial incentive rate. The Ambulance Service Provider will receive 1% off outlier damages for every tenth of a percent above the 90% compliance standard. Incentive amounts in excess of liquidated damages do not result in additional financial compensation to the Ambulance Service Provider. However, incentives can accumulate and incentives will carry over for 1 year or such other time as may be specified in the contract with the Ambulance Service Provider. Any performance incentive balances at the end of the Ambulance Service agreement will not result in additional compensation to the Ambulance Service Provider.

Liquidated damages for failure to report "unit arrived on scene" times for calls will be assessed per incident each time an ambulance crew fails to report and document on scene time. Arrival on scene will be determined by Automatic Vehicle Location systems (AVL) and means the moment an ambulance is fully stopped at the location where the ambulance will be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes), arrival “on scene” will be the time the ambulance arrives at the designated staging location.

In instances of AVL failure, the time of the next communication with the ambulance will be used as the “on scene” time. However, the Ambulance

Service Provider may appeal such instances when they can document the actual arrival time through other means. The contract between the County and an Ambulance Service Provider may further define or restrict methods for reporting at-scene and other times.

An Ambulance Service Provider's failure to meet any RPS under either this Ambulance Service Plan or any contract between the County and the Ambulance Service Provider may result in one or more of the following:

- County requiring Ambulance Service Provider to submit an explanatory report to the County EMS Coordinator detailing why the failure(s) occurred.
- County requiring Ambulance Service Provider to submit and perform a corrective action plan detailing how Ambulance Service Provider will ensure future compliance with the RPS.
- County assessing Ambulance Service Provider any penalties, fees, liquidated damages or other costs as may be included in the contract between County and the Ambulance Service Provider; or other remedies as may also be imposed if a RPS is unmet on one or more instances.
- County accessing any performance security provided by Ambulance Service Provider.
- Any other rights or remedies that may be available to County at law, in equity, or under the terms and conditions of this Ambulance Service Plan or the contract between the County and the Ambulance Service Provider.

5. Response Time Map Changes

The response time map attached as Appendix A reflects historical commitments made by the Board to various communities in the county regarding ambulance response times, and incorporates changes based on population increases within the county since 2005. In the event that changed circumstances, such as population growth or other changes, indicate a compelling need to change the response time map, the following procedure will be followed.
The Director of the County Department of Health, Housing and Human Services shall proceed with proposed response time map changes by giving prior written notice of the proposed changes to any city or fire district whose territory would be affected. At the request of any affected city or fire district, any proposed changes will be forwarded to the Board for decision by the Board.

In reviewing proposed changes to the response time map, the County may consider the following general guidelines:

- "Urban area" designation may be appropriate for areas within an ASA which are in an incorporated city with a population greater than 9,000 persons and a population density greater than 2,000 persons per square mile, or which consist of census tracts having a population density greater than 2,000 persons per square mile that are contiguous to such an incorporated city.

- "Suburban area" designation may be appropriate for areas within an ASA which are non-urban but are contiguous to urban areas, and consist of census tracts having a population density between 1,000 and 2,000 persons per square mile, or for traffic corridors in which the suburban response time standard can be extended without unduly adding to system cost.
- "Rural area" designation may be appropriate for areas within an ASA which are not urban, not suburban, and which are either an incorporated city of less than 9,000 population, or consist of census tracts having a population density less than 1,000 persons per square mile, or for traffic corridors in which the rural response time standard can be extended without unduly adding to system cost.
- "Frontier area" designation may be appropriate for areas within an ASA which are not urban, suburban, or rural areas, and for inaccessible or roadless areas of the National Forest where rural response times cannot be achieved without unduly adding to system cost.
- The Director of the Department may make changes in the response time criteria detailed above to make the County criteria consistent with OHA mandated Trauma System and/or criteria used for similar purposes and reporting.

D. Levels of Care

1. Ambulance Service Providers for each Ambulance Service Area:

a. Shall provide service at the advanced life support level, staffed by Emergency Medical Services Providers as described in Section 10.01.050.G, on a 24-hour basis.

b. May provide service at the basic life support level, staffed by Emergency Medical Service Providers as described in Section 10.01.050.G, on a schedule approved by OHA.

c. Shall maintain vehicles and equipment that conform to the standards, requirements, and maintenance provisions established by the County or in Oregon Revised Statutes and in the rules adopted by the OHA.

d. Shall maintain and make available, upon request of the Department, patient care records in a form approved by the Department.

e. Shall prohibit the performance of Emergency Medical Services Providers or trainees who suffer suspension, revocation, or termination of license by the OHA.

E. Health Equity and Cultural Competence Programs

1. Supporting countywide health goals that address racial health equity and cultural responsiveness in access of quality of services are a fundamental part of Clackamas County's commitment to protecting and promoting the community's health. Strong partnerships within the community are key to identifying differences in health among population groups defined socially, economically, demographically, or geographically.

2. Ambulance Service Providers are expected to develop a diverse EMS workforce that reflects the composition of the community; improve patient experience through culturally responsive and linguistically appropriate services; and support outreach to high-risk high-need communities to identify and address barriers in service and communication.

3. Ambulance Service Providers shall commit to minimize barriers in EMS access, care, and communication in culturally and racially diverse populations through targeted community-level interventions including, but not limited to:

a. Development or expansion of a targeted, systemic, and culturally specific approach to community outreach, including interventions which maximize access to diverse populations as appropriate to the health issue being addressed.

b. Ambulance Service Providers shall report outcome data to the County related to targeted health issues determined by the County.

F. Clinical Innovation

1. It is Clackamas County's intent that Ambulance Service Providers have a proven track record of clinical innovations. Ambulance Service Providers shall routinely work with Clackamas County staff to identify data-driven service innovations to elevate the level of clinical care. These innovations can include (but are not limited to):

a. Nurse Triage. A contracted nurse triage service provider would triage calls, provide advice, and possibly reroute the patients to an alternate destination.

b. Alternate Destination Transport. Based on clinical diagnoses, non-emergency injury or illness patients would be transported to an alternate destination instead of the emergency department (ED). Alternate destinations may include (but not limited to) behavioral health facilities, detoxification centers, or urgent care centers.

c. Tele Medicine. Consulting with a mid-level health practitioner, paramedics could treat patients in their homes via mobile devices and the use of current technology.

d. Mobile Integrated Healthcare (MIH). Using patient-centered mobile resources in the out-of-hospital environment, community paramedics or mid-level health practitioners provide services such as telephone advice to 9-1-1 callers, chronic disease management, preventive care or post discharge follow-up visits, or transport or referral to a broad spectrum of appropriate care not limited to hospital emergency departments.

e. Community Paramedicine (CP). Working in collaboration with primary care and public health, CPs can assess and evaluate community services and systems to identify gaps and barriers between the community and healthcare systems and services. CPs are trained to navigate systems and establish relationships to better serve individuals in their communities while contributing to the overall goal of empowering those individuals and communities to achieve positive health outcomes and reach an optimal level of wellness. The CP's role in primary care includes health promotion, disease prevention, health maintenance, counseling, patient education, and treatment of acute and chronic illnesses in a variety of settings—typically in the patient's home.

f. Single Person/Single Resource. Depending on the severity and type of call, a single person single resource can be a cost-effective option for responding to low acuity calls. As a nimble resource, these units can also be dispatched on high acuity calls in addition to other resources to get to the incident quicker and initiate efforts to stop the progression of an emergency.

G. Personnel

1. All Ambulances used to provide emergency or non-emergency service in the County must be staffed with Emergency Medical Services Providers licensed by the State of Oregon. Emergency Medical Services Providers are required to have a Medical Director who meets the requirements of the OHA.

2. Advanced Life Support Ambulances shall be staffed at minimum with two Emergency Medical Services Providers. The minimum level of staffing is one (1) licensed Paramedic and one (1) licensed Emergency Medical Technician.

3. Basic Life Support Ambulances shall be staffed at minimum with two Emergency Medical Service Providers. The minimum level of staffing is two (2) licensed Emergency Medical Technicians.

4. Emergency Medical Service Providers deployed by Participating Providers as part of a plan to modify ambulance response time requirements shall meet, at a minimum, the licensing and authorization standards established for Ambulance Providers by the County EMS Medical Director.

H. Medical Supervision

This Plan establishes the goal of unified medical direction for Emergency Medical Services within the County while maintaining the collaborative relationship between Medical Directors.

1. The County EMSMD is hired or contracted by the County to serve as the medical advisor to the County for Emergency Medical Services and shall meet the qualifications of OHA for EMS Supervising Physicians.
2. The EMSMD:
   a. Serves as the Medical Director for Ambulance Service Providers contracted by the County, CCOM, and may serve as the Medical Director for any agency providing Emergency Medical Services in Clackamas County.
   b. May implement protocols and set standards of care for Ambulance Service Providers and Participating Providers serving Clackamas County and may require patient care equipment, supplies and medications in addition to those required by OHA.
   c. May, in appropriate cases, suspend medical authorization for Emergency Medical Services Providers working under their medical authorization. [Amended by Ord. 03-2022, 7/21/22]
   d. Provides oversight of the County quality improvement program.
   e. Assists the County in disaster preparedness and response.
   f. May recommend modifications to the response time requirements in the Ambulance Service Plan.
   g. Participates in the regional protocol development process.
3. The County may hire or contract assistants to help carry out the duties assigned to the EMSMD. The EMSMD retains the sole responsibility for all assigned duties.
4. The Medical Directors of Emergency Medical Service agencies, including dispatch centers, in the County constitute the Emergency Physicians Advisory Board (EPAB). The EPAB advises the County EMS Medical Director about significant EMS system issues including:
   a. Staffing requirements for EMS services.
   b. Coordination of ambulance services with other EMS services.
   c. Training needs of EMS services and providers.
   d. Standards for quality improvement programs.
   e. Procedures for the resolution of quality assurance issues.
   f. Sanctions for non-compliant personnel and providers.
5. Ambulance Service Providers, Participating Providers and dispatch centers shall have a Medical Director who meets standards established by the Department and the EMSMD.
6. Dispatch centers providing ambulance dispatch shall have a Medical Director and use emergency medical dispatch protocols approved by the EMSMD.
7. The County may establish a County EMS Medical Authority comprised of the EMSMD and the Medical Directors of Participating Providers, approved and contracted by the County, to provide medical direction to EMS agencies.
8. Medical supervision is also addressed in the Quality Improvement provisions

of this Plan (Section 10.01.050.L).

I. Patient Care Equipment

Patient Care Equipment is addressed in the Levels of Care provisions of this Plan (Section 10.01.050.D), and the Vehicles provisions of this Plan (Section 10.01.050.J).

J. Vehicles

Ambulance Service Providers for each Ambulance Service Area shall:

1. Supply a sufficient number of vehicles outfitted with necessary equipment and supplies as required by the County and Oregon Revised Statutes and Administrative Rules (see, e.g., OAR 333-255-0072 and OAR 333-255-0060), and maintain a current license issued by OHA.
2. Equip all ambulances with AVL, and Mobile Date Computers (MDC) with Global Positioning Satellite (GPS) mapping. Ambulance Service Providers will maintain the equipment and ensure it remains in working order.
3. Report annually to the Department, upon request, the type, age and mileage of each vehicle.
4. Provide to the Department upon request a written description of its program of vehicle and equipment maintenance and inventory control. Providers may modify such maintenance and inventory control programs, from time to time, as necessary to improve performance and contain costs.

K. Training

1. The County expects all Emergency Medical Service Agencies to meet OHA- required licensing levels, participate in a medical audit process, and to provide special training and support to personnel in need of specific training. Clackamas County requires Oregon level specific state licensing education and training requirements and continuing education requirements for EMS providers in accordance with OAR 333-265-0000 to 333-265-0170.
2. Participating Providers will ensure that the EMS Providers utilized in EMS response meet the initial, recurrent and competency-based training standards established by the EMSMD.
3. This Plan establishes a goal of conducting Multi-Agency Training for all Ambulance Service Providers and First Responder Agencies at least once each year.
4. All Ambulance Service Providers will fully participate in the County's continuing EMS education and joint training program, including fulfilling all data requests within specified time frames.

L. Quality Improvement

1. This Plan establishes a countywide quality improvement program that will monitor compliance with statute, administrative rule, this Plan, and associated County Ordinances relating to the delivery of ambulance services. This Plan includes compliance with ASA Ambulance Provider response times by requiring submission

reports by ASA Ambulance Providers showing dispatch to arrival on scene times on a monthly basis. It also includes a database integrating data for PSAP handling of medical calls, first response and Ambulance Service Provider clinical performance, and hospital outcomes monthly.

2. The EMSMD provides oversight of the County quality improvement program.

3. The Quality Improvement Committee is a sub-committee of the EMS Council, responsible for county-wide quality improvement.

4. Ambulance Service Providers and Participating Providers shall participate in medical oversight as directed by the County, and shall provide data to the County for quality improvement as requested and in a manner determined by the County to be secure, reliable and accessible by quality improvement personnel.

5. Ambulance Service Providers and Participating Providers shall meet OHA required licensing levels, participate in a medical audit process, and provide special training and support to personnel in need of specific training.

6. Each agency will be responsible for maintaining an internal quality assurance program including monitoring performance of its personnel, responding to complaints and addressing errors and serious events.

7. At a minimum, the County expects Emergency Medical Services Agencies to:

    a. Supervise the services provided by them;

    b. Participate actively in the medical audit process, provide special training and support to personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in EMS equipment and procedures;

    c. Participate actively in the County's EMS Council Quality Improvement Subcommittee;

    d. Maintain OHA licenses, local vehicle permits, and personnel licenses;

    e. Cause all official EMS policies and protocols to be properly implemented in the field. Where questions related to clinical performance are concerned, Emergency Medical Services Agencies shall satisfy the requirements of the OHA and the County. EMS Agencies shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of training, amendments to operating procedures, bulletins, and any other method necessary to ensure it

becomes standard practice;

f. Utilize the services of a Medical Director to review the quality of care provided by them.

8. Problem Resolution: Clinical performance issues will be reviewed by the County Quality Improvement (QI) Committee and the EMSMD. The County QI Committee and EMSMD may work with the EMS Coordinator, EPAB, and the EMS Council to resolve the issue. Provider issues should be resolved at the agency level unless they involve complaints or discipline for potential violation of ORS/OARs pertaining to ambulance services or EMS providers at which time the agency or County would refer to OHA per ORS/OAR guidelines.

9. Sanctions: the County may implement sanctions for noncompliant personnel and providers subject to this Plan. Where EMS Services are provided pursuant to a contract with the County, the contract shall set forth sanctions to be applied in the event of a major breach by the provider and shall set forth end-of-term provisions designed to provide an orderly transition if necessary.

M. Changes by Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change system elements described in Sections 10.01.050.A through 10.01.050.L in order to provide for the effective and efficient provision of emergency medical services.
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12; Amended by Ord. 04-2024, 11/14/24]

10.01.060 COORDINATION

A. The Entity that will Administer and Revise the ASA Plan

The Director of the Clackamas County Department of Health, Housing and Human Services or their designee shall be responsible for the administration of this Plan. The Board of County Commissioners of Clackamas County will be responsible for revisions to this Plan with input of the Clackamas County EMS Council.

B. Process for Input and Complaint Review

1. Complaints regarding emergency medical services received by Clackamas County staff shall be directed to the Clackamas County Public Health Division (CCPHD) Office of Public Health Emergency Services (OPHES) EMS Coordinator. Complaints may derive from patients, EMS providers, first responders, law enforcement, healthcare facilities, the public, and others. The EMS Coordinator will review and investigate the complaint and document their findings and disposition.

   Complaints regarding emergency medical services in Clackamas County include but are not limited to complaints regarding response performance, patient treatment, provider conduct, choice of transport destination, and patient transport billing issues.

All emergency medical services complaints shall be forwarded to the EMS Coordinator. The EMS Coordinator will review and investigate the complaint by contacting the complainant and EMS agency named in the complaint. The complainant will be advised OPHES received their complaint and a description of the County's then-current complaint review and appeal policy, as well as the steps the EMS Coordinator will take in response to the complaint.

Complaints regarding transport billing or any ambulance service contract performance will be investigated by the EMS Coordinator as part of ambulance services contract compliance. The EMS Coordinator will follow resolution and sanction procedures set forth in the ambulance services contract.

Complaints specifically regarding responder agency crews will be referred to the agency involved for further investigation. It is the responsibility of each individual agency to investigate and follow up on these complaints. OPHES does not regulate individual agency personnel or personnel issues.

Complaints that include issues that may violate OHA EMS and Trauma Systems regulations or rules will be reported to the OHA by the EMS Coordinator according to OHA reporting requirements.
Complaints that fall outside of OPHES jurisdiction will be forwarded to the appropriate jurisdiction by the EMS Coordinator, and the complainant will be notified.

The EMS Coordinator will advise the OPHES Manager of all EMS related complaints, investigative findings, and complaint disposition. The OPHES Manager will provide guidance regarding the need to inform the Public Health Director, H3S Director's Office, County Counsel, or County Administration.

Upon recommendation from the EMS Coordinator, the EMS complaint policy may undergo routine updates and minor edits which do not require formal changes to the Ambulance Service Plan.

2. Complaints of a clinical nature and those that may have clinical components will be referred to the agency medical director for investigation. Urgent issues and complaints of an egregious clinical nature may be referred directly to the EMSMD for assistance in generating an immediate investigation and/or intervention.
3. To provide regular consultation on EMS issues, the Board has appointed an Emergency Medical Services Council composed of twelve members as follows:
    a. One representative of a commercial Ambulance Service Provider;
    b. One representative from a governmental agency that provides ambulance services, if there is such an agency;
    c. One representative from the Clackamas County Fire Defense Board;

d. One emergency medicine physician from a hospital within Clackamas County;

e. One Medical Director to an EMS Agency in Clackamas County;

f. One governmental representative from Clackamas County as recommended by the Director of the Department of Health, Housing and Human Services;

g. One licensed Paramedic currently providing prehospital emergency medical care in Clackamas County;

h. One Basic Life Support Emergency Medical Provider currently providing prehospital emergency medical care in Clackamas County;

i. One person representing a city in Clackamas County;

j. One person representing consumers of ambulance services;

k. One person representing a Primary Public Safety Answering Point (PSAP) communications center within Clackamas County;

l. The EMSMD will serve as an ex officio member.

4. Appointments shall be made for a term of three years.
5. The Council shall adopt bylaws to govern the operations of the Council.
6. The Council shall advise the Board and the Department in all matters relating to this Plan and matters relating to prehospital emergency medical services, and provide consultation or make recommendations as may be requested by the Board or the Department.

[Amended by Ord. 03-2022, 7/21/22]

C. Mutual Aid Agreements

Ambulance Service Providers shall respond in a mutual aid capacity to service areas outside of the County if directed by the EMS Coordinator or in accordance with Provider mutual aid agreements. Conversely, there are areas on the periphery of the County where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of improving response times, the County may approve the use of these closer ambulances contingent upon the execution of a satisfactory mutual aid agreement with the responding agencies.

Ambulance Service Providers shall enter into effective agreements for mutual aid or additional ambulance resources and provide copies of such agreements to the County. Clackamas County Public Health Division will hold and maintain mutual aid agreements. Copies of these agreements can be requested through the EMS Coordinator by emailing ccems@clackamas.us.
Mutual aid agreements must include provisions for moving resources into an ASA for disaster and mass casualty incidents.
When no ambulance is immediately available in an ASA, the Ambulance Service Provider shall request mutual aid assistance and assist the appropriate PSAP to identify and dispatch the next closest available ambulance.

Ambulance Service Providers are required to use best efforts to provide a response

to all requests for mutual aid from neighboring jurisdictions.
Should delivery of mutual aid service to any neighboring jurisdiction become excessive, indicating that such jurisdiction is relying heavily upon another system for emergency service, the Ambulance Service Provider shall so inform the County and discuss adjustment of the delivery of mutual aid service to that neighboring jurisdiction to a level more consistent with mutual aid requests by other neighboring jurisdictions.
Mutual aid responses shall be reviewed at least annually unless problems or deficiencies occur. If it is found that an Ambulance Service Provider is relying on mutual aid to mask coverage deficiencies, the Ambulance Service Provider may be required to re-deploy units or add unit hours to cure deficiencies.

When an Ambulance Service Provider utilizes mutual aid or another ambulance resource to respond to a call, such response shall not be counted as a late response unless the response time standard is not met, or no response time is reported.

D. Disaster Response

1. County Resources Other than Ambulances:

   Clackamas County's Emergency Operation Plan addresses accessing County resources in the event of a disaster. This Plan is included in this document as Appendix B. See Section 5, Emergency Coordination, Subsections 5.2, On-Scene Incident Management, and 5.3, Emergency Operations Center Support to On-Scene Operations of the Clackamas County Emergency Operation Plan.

2. Out of County Resources

   Clackamas County's Emergency Operation Plan addresses accessing out-of-county resources in the event of a disaster. This Plan is included in this Ambulance Service Plan as Appendix B. See Section 3, Concept of Operations, Subsection 3.8.1, Request, Allocation, and Distribution of Resources, of the Clackamas County Emergency Operation Plan.

3. Mass-Casualty Incident Plan

   The County has adopted the Metro Regional EMS Consortium MCI protocol to be used in any mass casualty incident. Provisions for mass casualty response will be included in all mutual aid agreements. Clackamas County Public Health will hold and maintain the mass casualty plan. Copies of this plan can be requested via email through the EMS Coordinator at ccems@clackamas.us and is included in this Ambulance Service Plan as Appendix C.

   The Metro Regional EMS Consortium MCI protocol is evaluated annually by the Metro Regional EMS Consortium committee. Recommendations for revisions are submitted to the committee, evaluated, and accepted or rejected based on majority vote. Protocol changes are implemented annually, each January.

4. Response to Terrorism

   The County will establish, in consultation with its Department of Emergency Management, the Fire Defense Board and law enforcement agencies, a plan for responding to terrorism incidents including, weapons of mass destruction / effect and bio-terrorism incidents. Law enforcement will be the lead agency in the immediate response and mitigation of terrorist threats or incidents. The Department will be the lead health agency in determining the appropriate health agency response. The Public Health Officer will be the lead physician at the agency and the County EMS Medical Director will assist in coordinating EMS resources.

5. The County has an obligation to provide assistance to other communities during disasters or other extraordinary emergencies. All Ambulance Service Providers shall cooperate with the County in rendering emergency assistance to its citizens and to other communities during such events.

   During such periods, and upon authorization from the County, Ambulance Service Providers will be exempted from responsibilities for response-time performance until notified that the assistance within the County or to other communities is no longer required. At the scene of the disaster or other extraordinary emergency, the Ambulance Service Providers' personnel shall perform in accordance with local emergency management procedures and protocols established by the affected County.
   When an Ambulance Service Provider is notified that disaster assistance is no longer required, it shall return all of its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

6. Ambulance Service Providers shall use the incident command and personnel accountability systems adopted by the Clackamas County Fire Defense Board and provide necessary training to their employees.

7. Ambulance Service Providers shall participate in County disaster planning and training exercises as requested.

E. Personnel and Equipment Resources

1. Non-Transporting EMS Provider Agencies
   EPAB may recommend standards for licensure, equipment, standards of care, clinical protocols and patient hand-off procedures for all non-transporting EMS Providers. Individual agency Medical Directors will be responsible for implementing and supervising the agency’s adherence to these standards.

   Fire agencies in Clackamas County provide EMS first response services for the entire county. Each agency determines their deployment model necessary to provide emergency responses for fires, rescue situations, medical incidents, and other specialty or rescue situations. Fire agencies respond on all time critical 9-1-1 medical calls and provide basic operations level initial response to hazardous materials, specialty rescue, and extrication. The scope of medical services provided by fire departments and districts may evolve over time. Notifying persons should immediately communicate with C-COM or LO-COM on the appropriate operating channel to initiate a response. If there

is no access to the proper radio frequency, 9-1-1 should be utilized.

The authority having jurisdiction will identify the appropriate lead agency for technician level response to hazardous materials, extrication, search and rescue, and specialized rescue.

In Clackamas County, the lead agencies with jurisdiction are generally:

a) Hazardous Materials: Clackamas Fire District #1
Access through C-COM, LO-COM, or 911 system. If local resources are overwhelmed, activation of a State Hazardous Materials team can be made by Incident Command through the Oregon Emergency Response System (OERS). The contact number for OERS is at 1-800-452-0311.

b) Search and Rescue (SAR): Clackamas County Sheriff's Office (CCSO) Access through C-COM, LO-COM, or 911 system.
CCSO SAR resources include Incident Command, Canine, SAR, Trail Running Team, Technical Rope Rescue, ATV and Drone Operations. The contact number for the CCSO SAR is 503-785-5000.

c) Specialized Rescue: Clackamas Fire District #1 Access through C-COM, LO-COM, or 911 system.

d) Extrication: Fire agency with jurisdiction. Access through C-COM, LO-COM, or 911 system Extrication and specialized rescue teams will be activated through the local PSAPs. Methods of contacting the local PSAPs besides dialing 9-1-1 can be located at C-COM and LO-COM's websites referenced earlier.

e) Additional resources information can be found in the Clackamas County Emergency Operations Plan, attached to this Ambulance Service Plan as Appendix B.

2. Participating Provider agencies shall comply with standards for licensure, equipment, standards of care, clinical protocols and patient hand-off procedures established by the County EMS Medical Director. Should any Participating Provider utilize a medical director in addition to the County EMS Medical Director, compliance with this provision may be supervised by the agency's Medical Director.

3. All EMS Provider Agencies shall provide training for their crews to the hazardous materials first responder (awareness) level as determined by the Occupational Safety and Health Administration (OSHA).

4. All Ambulance Providers will participate in and comply with the countywide incident command and personnel accountability systems established by the Fire Defense Board.

5. Additional EMS resources and contact information can be obtained by contacting the EMS Coordinator at ccems@clackamas.us.

F. Emergency Communication and System Access

1. Telephone and Dispatch Procedures

   9-1-1 calls for emergency services received by Clackamas County Communications (C-COM) and Lake Oswego Communications (LO-COM) are dispatched, or forwarded to WCCCA or METCOM for dispatch, as appropriate.
   These PSAPs provide twenty-four hour per day staffing for dispatch of police, fire and medical services and for emergency and routine radio communications between users and other resources relating to the functions of user agencies. Other methods of contacting C-COM, LO-COM or WCCCA can be located at their respective websites listed earlier in the document.
   PSAP dispatch personnel are trained to Department of Public Safety Standards and Training (DPSST) standards, certified in cardiopulmonary resuscitation (CPR), EMD certified on ProQA by the International Association of Emergency Dispatch (IAED) and will provide instructions for pre-arrival treatment if calling party is willing to perform treatment to ill or injured victims.

2. Radio System
   The County has an 800-megahertz system. Ambulance Service Providers shall provide, install and utilize radios required by the County and shall be able to communicate with all Clackamas County first response agencies.

3. Emergency Ambulance Service Providers shall meet requirements for communication with On-Line Medical Control, trauma communications, and receiving hospitals established by the County EMSMD.

4. Emergency Medical Services Dispatcher Training
   All dispatch centers handling EMS Calls will be required to operate under Emergency Medical Dispatch (EMD) procedures approved by the County EMSMD. EPAB may provide advice and consultation to the County EMSMD in the development, evaluation and selection of EMD systems. All persons assigned to EMS duties and call taking will be required to complete a prescribed training program in EMD.

5. Ambulance Service Providers shall follow dispatch and radio procedures as determined by member boards of each PSAP and the Fire Defense Board.

G. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items as required by law, to change coordination provisions described in Sections 10.01.060.A through 10.01.060.F in order to provide for the effective and efficient provision of emergency medical services.
[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12; Amended by Ord 04-2024, 11/14/24]

10.01.070 PROVIDER SELECTION

A. Initial Assignment of Ambulance Providers

Initial assignment of Ambulance Service Providers has been as follows:

1. The Molalla Rural Fire Protection District (RFPD) was assigned as the provider for the Molalla ASA under the 1991 Ambulance Service Plan and will continue to provide service to that area.
2. The Canby Rural Fire Protection District was assigned as the provider for the Canby ASA under the 1991 Ambulance Service Plan and will continue to provide service to that area.
3. American Medical Response Northwest, Inc. was assigned as the provider for the Clackamas ASA in a competitive process under the 1993 Ambulance Service Plan.

B. Contracted Ambulance Service Provider Performance Review

Under the delegation of the Director of the Clackamas County Department of Health, Housing and Human Services, the EMS Coordinator shall be responsible for reviewing performance of an Ambulance Service Provider to the associated ASA and the number and geographic configurations of ASAs for the County. The following considerations will be included in the analysis: EMS volume data, including dispersal and response times, geographic size, traffic patterns, healthcare facility locations, EMS unit station locations, the capacity and performance record of current and potential providers, as well as anticipated changes in population density and distribution and other drivers of EMS service needs.

Designation of providers assigned to an ASA will be recommended by the EMS Coordinator and will include the consideration of the previously demonstrated ability of providers to meet or exceed established performance and clinical standards as set in this Plan, as well as the potential of new providers and their capacity and performance history.

The EMS Coordinator shall review and consider advice and recommendations from the EMS Council on both Ambulance Service Providers and the creation or reassignment of the number or size of ASAs in the County.

C. Reassignment

1. An emergency reassignment may be made at any time for a period of up to one year if the Board determines that the inability or failure of a provider to perform in the delivery of ambulance services constitutes an emergency related to public health and safety.
2. Should an Ambulance Service Provider notify the County that it is no longer willing or able to provide service to an ASA, or should the County take action to terminate the agreement for service or assignment to the ASA, the County shall then select a replacement provider by a competitive selection

process recommended by the County Administrator and approved by the Board.

3. At the end of the term of an agreement for ambulance service, the Board may extend the agreement, renegotiate the agreement, or seek a service provider by a method recommended by the County Administrator, or take other action the Board determines to be in the County's best interest.

D. Application for an ASA

The County will solicit applications for an ASA from Ambulance Service Providers if it determines that additional providers are needed. The format for such applications will be determined by the County Administrator.

E. Notification of Vacating an ASA

1. If an Ambulance Service Provider intends to vacate its ASA, it shall provide at least one hundred eighty (180) days' written notice to the Board. The Ambulance Service Provider must provide notification in accordance with the provisions of this Ambulance Service Plan or pursuant to any contract between the County and the Ambulance Service Provider. The Board will provide written confirmation of receipt of notice to vacate within ten (10) business days.

2. The vacating Ambulance Service Provider must ensure continuity of Emergency Ambulance Services following notice of intent to vacate. The vacating Ambulance Service Provider will continue all operations and support services, including Emergency Ambulance Services, in accordance with this Ambulance Service Plan and any contract between the County and the Ambulance Service Provider, and at the same level of effort and performance that were in effect prior to the notification to vacate. Unless specifically agreed to, in writing, by County in its sole discretion, the vacating Ambulance Service Provider will make no reductions in Emergency Ambulance Service levels during the 180-day period. Failure to maintain Ambulance Service Levels during the 180-day period will permit the County to pursue any and all remedies available to it at law, in equity, or under any contract between County and the vacating Ambulance Service Provider including, but not limited to, imposition of liquidated damages and withholding of cost saving payments.

3. Within one hundred eighty (180) days of receipt of Assignee or Franchisees' written notice to vacate the ASA, the Board will reassign the ASA per subsection (C) above.

4. If an Ambulance Service Provider emergently ceases service, remaining ASA provider(s) shall adjust their service area boundaries to ensure adequate coverage of the area without ambulance service until such time as the vacancy can be resolved and the ASA is reassigned. Assistance will also be requested if needed, from the closest ambulance service outside the vacated ASA through mutual aid agreement(s).

F. Maintenance of Level of Service

1. In the event that any provider vacates an ASA, the County will reassign the ASA as provided in subsection (C) above.

2. In all agreements related to ASA assignments and franchises, the County will require adequate performance security to assure adequate services levels

are maintained.

3. Revocation/Modification: Upon recommendation by the Department, or upon its own motion, and after proper notice and opportunity to correct, the Board may modify, revoke, or refuse to renew a franchise, ambulance permit, or ASA assignment upon finding that the Ambulance Service Provider has:
   a. Violated this Plan, a County ordinance, the terms of a permit, franchise, assignment, or the conditions thereunder, or other State laws or regulations herein applicable; or
   b. Materially misrepresented facts or information given in the application for a franchise, or materially misrepresented facts and justification of rate adjustments; or
   c. Failed to provide adequate service in an assigned service area; or
   d. Misrepresented the gross receipts from the franchise service area or such other reports required by the Board; or
   e. Willfully charged rates in excess of those authorized by the Board; or
   f. Generated an excessive number of investigated and confirmed complaints from police agencies, fire departments, health care facilities, the medical community, or the public concerning the provider's performance; or
   g. Failed conscientiously to comply with any and all requirements of this Plan; or
   h. Failed to follow the requirements as listed in the permit, Request for Proposal or the franchise contract.

   Modification of a franchise may include, but is not limited to, revoking all or a portion of the exclusivity of the assignment to permit additional providers to provide Ambulance Services in the event the Ambulance Service Provider has committed one of the violations described above or materially breached the contract between the Ambulance Service Provider and Clackamas County.

4. The Board shall notify the Ambulance Service Provider in writing of the alleged failure.
5. The County shall have the right to revoke a permit, ASA assignment or franchise if it finds that there has been a violation of the terms of the permit, assignment, or a major breach of the terms of the franchise. The County shall have the right to exercise immediate takeover of the franchise operations if it finds that there has been a major breach of the terms of the franchise, and, in the County's opinion, public health or safety are endangered thereby. Such action may be effective immediately at the direction of the County.
6. No franchise, permit, or ASA assignment shall be revoked without providing a right to a hearing in the matter. The Ambulance Service Provider shall have the right to appear and defend against the charges, and if desired, to be represented by counsel. In the event of an emergency or immediate situation, the hearing may be conducted after the takeover of the system.

7. The County will include, in its contract with the Ambulance Service Provider selected to serve the Clackamas ASA, notification and termination provisions to provide for performance security.
8. In areas of the County where geographic or other limitations might hinder the adequate provision of ambulance services, the County may enter intergovernmental agreements with counties, cities or fire districts in order to provide efficient and effective ambulance service by means of public or private Ambulance Service Providers.
9. The assignments of Section 10.01.070.A shall be exclusive; however, such exclusivity shall not apply to:
    a. Vehicles owned by or operated under the control of the United States Government or the State of Oregon;
    b. Vehicles being used to render temporary assistance in the case of a disaster, or an emergency with which ambulance services of surrounding localities are unable to cope, or when directed to be used to render temporary assistance through an alarm/dispatch center or a public official at the scene of an accident;
    c. Vehicles operated solely on private property or within the confines of institutional grounds, whether or not the incidental crossing of any public street, road or highway serving the property of grounds is involved;
    d. Any person who owns or who drives or attends a patient transported in a vehicle under this subsection 10.01.070.E.9;
    e. Ambulance companies that provide service only to fulfill mutual service agreements, or non-emergency transportation contracts with specific organizations (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement), provided the ambulance company and the organization are on a current basis identified and on file with the Department;
    f. Vehicles operated solely for the transportation of lumber industry employees;
    g. Transport of persons who do not require pre-hospital or out of hospital emergency assessment or treatment (if the County does not incorporate non-emergency ambulance services into an exclusive franchise agreement);
    h. Transport of persons through an ASA, or patient delivery from another ASA.
    i. Modification of a franchise resulting in revocation of all or a portion of the exclusivity, as set forth in Section 10.01.070F.3, above.

G. Changes by the Board

The Board reserves the right, after further addressing and considering the subjects or items required by law, to change Ambulance Service Provider selection procedure or standards, or service provisions, as described in Sections 10.01.070.A through 10.01.070.F, in order to provide for the effective and efficient provision of emergency medical services.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05; Amended by Ord. 06-2012, 7/12/12; Amended by Ord 04-2024, 11/14/2024]

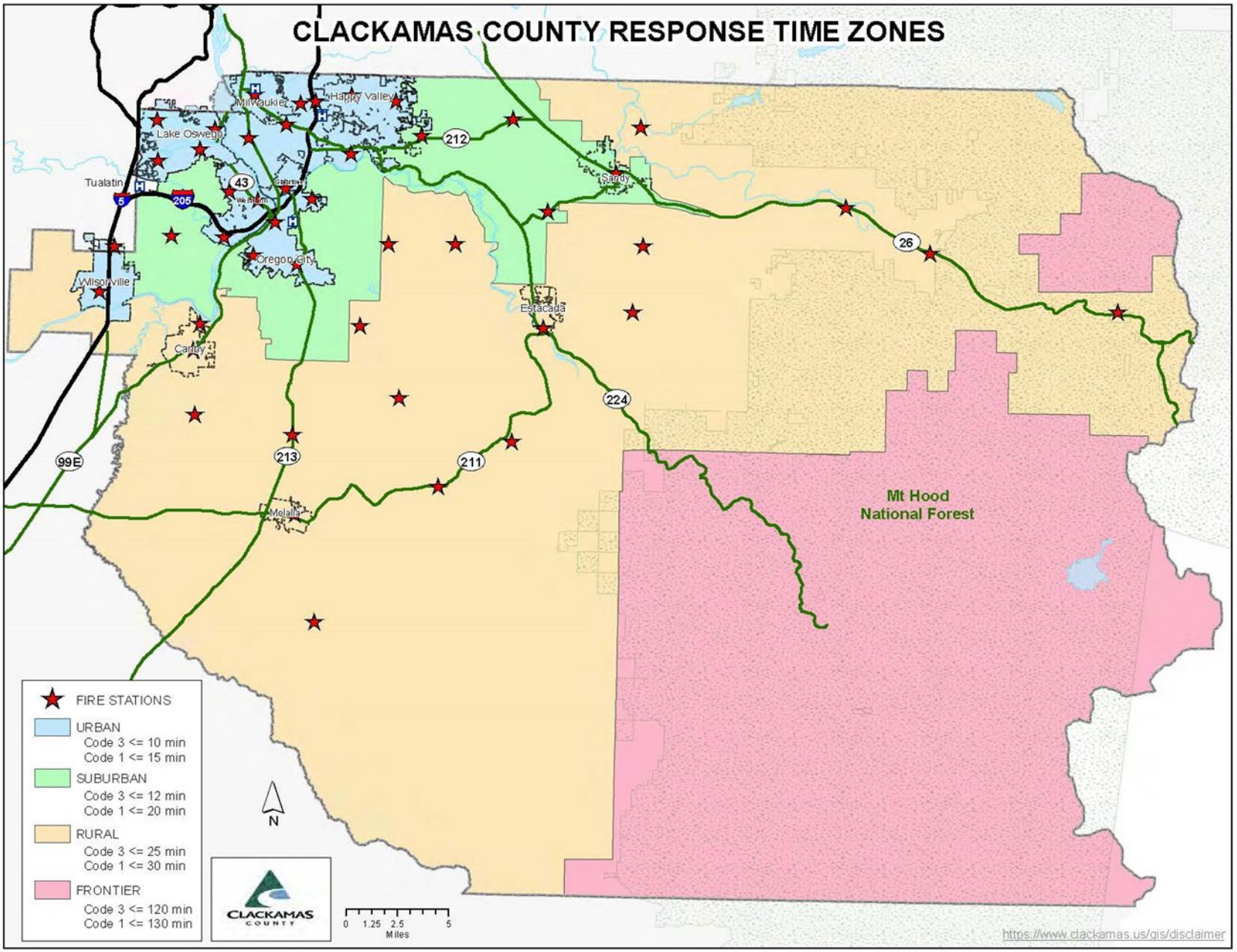
10.01.080 COUNTY ORDINANCES AND RULES

A. Clackamas County Code Chapter 10.01, Ambulance Service, is the codified form of the County's Ambulance Service Plan, and is adopted by County ordinance.

[Added by Ord. 04-2002, 3/14/02; Amended by Ord. 08-2005, 12/14/05]

Appendix A

Clackamas County Response Time Zone Map



Appendix B:

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Appendix C, Pages 310 - 322:

2024 Metro Regional EMS Consortium Patient Treatment Protocols