

BAKER COUNTY



COVER PAGE

PRE HOSPITAL CARE EMERGENCY MEDICAL AMBULANCE SERVICES FOR THE HUNTINGTON ASA

Request for Proposal (RFP)

[RFP 2022-03]

Date of Issue:

Closing Date and Time: June 3, 2022 at 4:00 pm PST

Single Point of Contact (SPC): Jason Yencopal, Emergency Management Director

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Baker County promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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ATTACHMENT A1: CONTRACT TERMS AND CONDITIONS RELATED TO THIS RFP

ATTACHMENT A2: BAKER COUNTY STANDARD CONTRACT PROVISIONS

ATTACHMENT B: VENDOR RESPONSE

ATTACHMENT C: BAKER COUNTY AMBULANCE SERVICE AREA PLAN & ORDINANCE (as appendix F)

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

Baker County (hereinafter referred to as “County,” or alternately “Contracting Agency,” or “Agency”) is seeking proposals from qualified vendors for the provision of pre hospital care emergency medical ambulance services, as detailed in this Request for Proposals. Proposal submissions clearly marked "Pre Hospital Care Emergency Medical Ambulance Services for the Huntington ASA" will be received until 4:00PM, June 3, 2022 at the Baker County Commissioner’s Office located at the Baker County Courthouse, 1995 Third Street, Baker City, OR 97814.

Baker County will accept and review all proposals received, including alternate and supplemental proposals, to determine whether or not they meet the needs of the County and the citizens it serves. Baker County reserves the right to accept or reject any and/or all proposals or any part thereof, to waive any formality in the process, and to accept the proposal considered to be in the best interest of the County and the citizens it serves. Baker County reserves the right to negotiate any and all terms of the resulting contract with any or all proposers. Failure to submit all information called for may be sufficient grounds for disqualification. Baker County reserves the right to cancel this request at any time for any reason.

The Baker County Board of Commissioner’s has the authority to assign an Ambulance Service Area (ASA) within Baker County in compliance with ORS 682.017 to 682.991. Applications by new providers and request for assignment change or revocation will be considered for approval if they are found to be in the best interest of Baker County citizens and benefit public health, safety and welfare.

Duration of this Contract: The term of this contract shall be for a minimum of 5 years with options to renew.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Pre-Proposal Conference	N/A	N/A
Questions / Requests for Clarification Due	5/9/2022	
Answers to Questions / Requests for Clarification Issued (approx.)	5/16/2022	
RFP Protest Period Ends	5/29/2022 5 calendar days prior to RFP Closing	
Closing (Proposal Due)	See RFP cover page	
Presentations, Demonstrations, or Interviews	<u>To be determined</u>	
Issuance of Notice of Intent to Award (approx.)	6/29/2022	
Award Protest Period Ends	7/8/2022 5 calendar days after Notice of Intent to Award	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: OVERVIEW, AND SCOPE

2.1 OVERVIEW AND PURPOSE

2.1.1 Agency Overview and Background

Baker County which was established in 1862 encompasses an area of 3,068 square miles. Like most of northeast Oregon it is dominated by mountains. The Blues, Elkhorn, Lookout, Malheur, and Wallowa mountain ranges rim or cross the county and contain nearly half of Oregon's peaks above 7,000 feet. From highs of 10,000 feet, the county plummets down sheer rock walls into Hells Canyon, the lowest elevation in the county of 1,600 feet. Between these geographic features lay productive but arid valleys.

The climate is typical of the semi arid western intermountain area. It is characterized by warm sunny days and cool nights with light and variable precipitation through the summer months. Winter weather is erratic and occasionally severe.

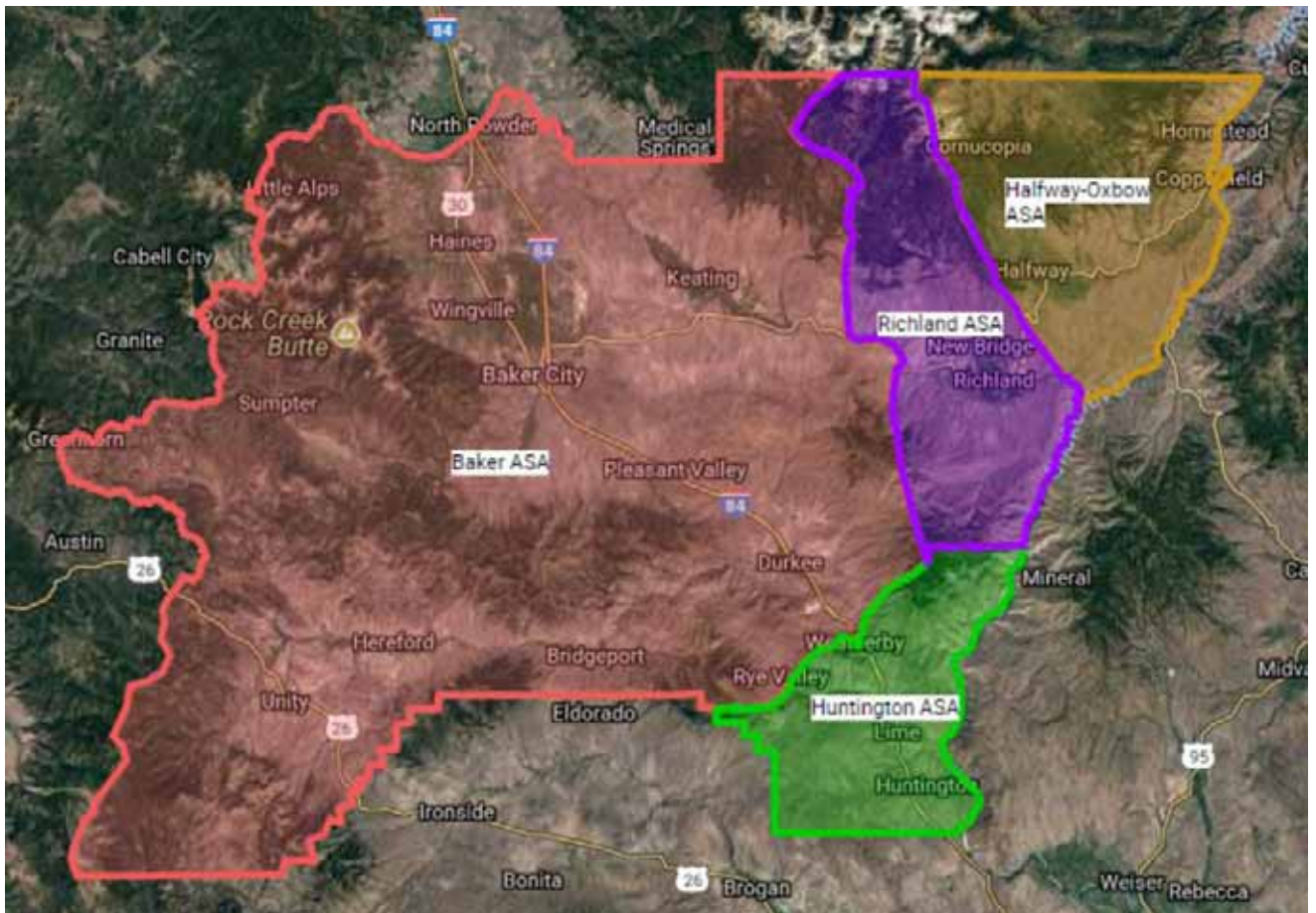
With a population of near 16,700, the population density is 5.4 people per square mile. The majority of the population lives in the eight incorporated cities: Baker City, Greenhorn, Haines, Halfway, Huntington, Richland, Sumpter, and Unity. Approximately one third of the county is forest.

In the past, the County has earned revenues through timber, mining, and agriculture, but in recent years it has become a destination area for recreation and those on vacation. Primary industries providing employment include education, health and social services, agriculture, forestry, fishing, hunting, mining and retail trade (U.S. Census Bureau, 2009).

There are 12 state highways in Baker County, including Interstate 84. There is no passenger rail service in Baker County, but there is an active freight rail line. There is limited public transit in the County provided by Community Connections of Northeast Oregon, Inc. Baker City Municipal Airport is also located within the County. Finally, Baker County is crossed by two petroleum product pipelines.

The Huntington ASA is the smallest ASA in Baker County at approximately 235 square miles and is depicted in the map below. The northern boarder of the ASA at the Weatherby rest Area is approximately 35 miles from St. Alphonsus Medical Center, Baker City, which is the nearest and only hospital in Baker County. From the southern boundary of the ASA on the County line near Farewell Bend, is approximately 25 miles from St. Alphonsus Medical Center, Ontario. The Huntington ASA is currently vacant. The Huntington Fire Department responds to medical calls and provides assistance as best as it can while providing scene size up and works on finding a transporting service. Transporting needs are being covered by a combination of service providers including Baker City Fire Department, Treasure Valley Paramedics, and air transport via LifeFlight depending on availability.

The following information was provided through reviewing Baker County Dispatch data for 2021. The Huntington Fire Department responded to 81 medical calls.



2.1.2 Project Overview and Background

Huntington Fire Department was a transporting agency until 2011. At that time discussions took place with Treasure Valley Paramedics (TVP) and they agreed to cover the Huntington ASA as best as they could with the second call going to the Baker City Fire Department. In the previous ASA plan (2018) the following description of the service to the Huntington ASA was provided. This area of Baker County has historically been served by TVP/Ontario hospital and support services given by Malheur County. The TVP organization has historically provided coverage and an ongoing relationship will continue as intergovernmental agreements are updated with TVP for continued service in this area. Changes in response to this area occurred as a requirement to TVP from Malheur County for dual response to occur throughout the county. This did not allow TVP to be able to continue the level of response to the Huntington ASA as they had provided.

In order for an RFP to be developed for the Huntington ASA changes to the 2018 plan were needed so that the boundary descriptions matched what would be required for a provider to respond to.

On April 27th, 2022 the Board of Commissioners adopted amendments to the Baker County Ambulance Service Area Plan (ASA Plan) and adopted the Baker County Ambulance Ordinance. Those documents are attached to this RFP and incorporated herein, by reference (ATTACHMENT C). Changes were made to this 2022 RFP to reflect the updated ASA Plan, the Ordinance, and the changing needs of the community.

2.1.3 Purpose

Baker County wishes to assign a provider for the Huntington ASA. This provider will provide services for all locations, consistent with the ASA Plan. The information received through the RFP will help the County to better understand costs associated with pre-hospital care for the Huntington ASA.

SECTION 3: PROCUREMENT REQUIREMENTS

3.1 MINIMUM QUALIFICATIONS

To be considered for evaluation, Proposal must demonstrate how Proposer meets all requirements of this section. The Proposal may include a Supplemental Proposal as discussed in Section 3.2.3, below, outlining how the Proposer meets minimum service requirements of the Baker County Ambulance Service Area Plan.

A. Service Requirements

1. Level of Service: The Vendor must be currently licensed, or be able to be licensed, by the State of Oregon to operate an ambulance service providing pre hospital care emergency medical ambulance services at the Paramedic Level. The Vendor shall maintain the License status for the entire term of the Contract and any renewals. Prior 911 Emergency service and 5 years' experience is preferred.

2. Vehicles:

a. *General*: All ambulance licensures are the responsibility of the State of Oregon (Oregon Health Authority) under Oregon Revised Statutes and supporting Oregon Administrative Rules.

An ambulance operating in Baker County and providing Advanced Life Support Level Care (ALS) as a

minimum must consist of at least a licensed EMT and a licensed Paramedic unless otherwise addressed by a State variance. The licensed Paramedic must always be with the patient in the patient compartment of the ambulance when ALS care is required or being rendered.

An ambulance operating in Baker County and providing Intermediate Life Support Level Care (ILS) must consist of one licensed EMT and one licensed EMT-Intermediate. The EMT- Intermediate must always be with the patient in the patient compartment of the ambulance when intermediate level care is required or rendered. Providing agencies may have an authorized and recognized State variance.

An ambulance operating in Baker County and providing Basic Life Support Level of Care (BLS) must meet Oregon standards for operation, unless otherwise granted a variance. An EMT at a minimum must always be with the patient in the patient compartment of the ambulance.

Each Ambulance shall be equipped with communication equipment and maintain a 50 watt or greater multi-channel radio that allows for the transmission and reception on Baker County Dispatch repeater sites; and secondary 155.340 (HEAR). Each ambulance crew may also have five (5) watt portable hand-held radio or cellular phone capability. Requests for mutual aid, other resources or agencies, etc, will be directed to the Baker County Dispatch Center.

Patient care equipment must meet or exceed the Oregon Health Authority (OHA), Emergency Medical Services and Trauma System Section (OHA-EMS) requirements as specified in ORS 682.010 to ORS 682.991 and OAR 333 -255- 0070, thru 33-255-0071, and 33-255-0073. The ambulance service provider shall maintain a list of equipment for their ambulances, which shall be furnished upon request.

All ground ambulances must be either Type I, II or III and be licensed by the Oregon Health Authority, and other Federal-state agencies. All ambulances must meet or exceed the requirements as set forth in ORS 682.010 to 682.991 and OAR 333-255-0060.

The Vendor shall maintain and keep all the ambulances required under its contract for ambulance service in good mechanical and operating condition. All records of inspection and maintenance shall be furnished to the County immediately upon request. The Vendor shall keep the ambulances in a heated garage or building located in Baker County or demonstrated to be within acceptable proximity to the City of Huntington at all times when used in service, except when in response to a call, or strategically placed within Baker County for efficient response, or in the performance of repairs. All vehicles utilized by the Vendor must be properly insured and registered.

b. Primary Vehicles and Staffing: One (1) ALS ambulance that meets the State of Oregon requirements are to be dedicated to the Huntington ASA as a minimum. The ambulance shall be immediately available to respond, garaged in Baker County, or demonstrated to be within acceptable proximity to the City of Huntington to meet required response times. The ambulance shall be available on a twenty-four (24) hour, seven (7) day per week basis for the life of the contract. The staffing model shall be submitted for review and meet the minimum requirements as described above. At a minimum for service as required by the RFP cannot be utilized for inter-facility, non-emergency transfers or event stand-by services. If the provider desires to provide inter-facility, other patient transfer service, or event stand-by services, they must provide additional ambulance(s) and personnel for those services. The ambulance shall prominently display via lettering, its designation as "Ambulance", "Emergency Call 9-1-1". Final language will be decided during contract negotiations.

The Vendor shall ensure if the primary vehicle assigned to service the Huntington ASA become inoperative or leave the Huntington ASA for any reason, it shall be replaced by an identical ambulance immediately.

c. *Back-Up Vehicle:* The Vendor shall be able to obtain a back up ambulance that meets the State of Oregon's standards in a reasonable amount of time. The back up vehicle may be through a mutual aid agreement as agreed upon by the County and the Vendor. The back up ambulance shall be ready to respond within (30) minutes. If any extenuating circumstances arise, the Vendor must notify the County, in writing within twentyfour (24) hours. The County expects the back up ambulance will always be an ALS ambulance.

3. Communications:

a. *Communication with County/City's Public Safety Departments:* The Vendor will program all units with the Baker County Dispatch Center's frequencies, as well as mutual and State interoperability frequencies. The Vendor will provide communication equipment and shall take all reasonable steps necessary to facilitate communications between or among agencies at no cost to the County/City.

b. *Portable Radios and Cellular Telephones:* The Vendor may provide portable radio equipment for its ambulances serving the County that permits direct two-way radio communication between the ambulances and hospital emergency departments to which emergency patients would be transported. The primary and back-up ALS ambulances and responders shall have direct interoperability with Baker County Dispatch center and mobile units via UHF/VHF mobile and portable radios using designated Fire and Police frequencies as well as frequencies designated by the Emergency Medical Director. In addition, each ALS ambulance may carry a portable cellular telephone in case of failure of the radio systems and operational changes shall be the responsibility of the Vendor. The equipment shall be compatible with the hospital emergency room frequencies.

4. Personnel: When operating an ambulance in Baker County, all personnel must meet the requirements of ORS.682.017 to 682.991 and OAR 333.250.0048. The practice of staffing an ambulance on a part-time basis with EMT's licensed to a higher level of care than is possible at other times does not construe a requirement that the ambulance provide the same level of care on a regular basis.

Training will be consistent with requirements of the Oregon Health Authority and Department of Transportation curricula. EMT training is provided through local recognized educational colleges, or other authorized State of Oregon recognized educational Institutions and instructors.

Each EMS provider organization in Baker County shall promote continuing education, which meets re-licensing standards as specified by the Oregon Health Authority. EMT re-licensing and EMS continuing education shall recognize established hour requirements and be obtained through appropriate in-house training programs, online seminars and or other resources that are sponsored by local EMS agencies or other recognized institutions/medical facilities.

a. *Training:* The Vendor will assure that all personnel to be assigned to practice in the Huntington ASA, at any level, will meet the following qualifications:

1. Graduate of an approved EMT or Paramedic training program
2. Nationally registered to the minimum standards set forth above
3. Maintain a current EMS provider's license by the State of Oregon

4. Currently certified by the American Heart Association in CPR, with Paramedics certified in ACLS and PALS.
5. Current Oregon driver's license
6. No criminal record
7. At least one person staffing the ambulance shall have two (2) years active experience in an EMS street environment
8. Have received a minimum of eight (8) hours training on the Incident Command System
9. Must not be on the Office of Inspector General Exclusionary list

The Vendor will assign its agents and employees to attend training and orientation sessions at the authorized hospital responsible for Emergency Medical Direction in the Huntington ASA EMS system, quality assurance activities and case reviews. The programs for training and orientation of system paramedics and EMTs will be prescribed by the standards established by the Emergency Medical Director. These sessions will be arranged and scheduled at times that are mutually agreed upon by the Vendor and the Emergency Medical Director.

b. Personnel Roster: The Vendor shall furnish the County at contract execution and henceforth semiannually with a roster of currently employed personnel, which shall include, at least, the following information on each employee: years of experience, name, home address, date of certification, license, and registry numbers. The County shall retain the right to verify these with the Bureau of Emergency Medical Services or Oregon Health Authority.

c. Background Checks: The Vendor will conduct criminal background checks on all Vendor employees prior to being assigned to work in the Huntington ASA, and at least annually thereafter, to determine the employee's suitability and character. The Vendor will comply with all laws and regulations of the State of Oregon pertaining to criminal background checks.

d. Medical Supervision: Each EMS agency utilizing EMT's shall be supervised by a Medical Doctor licensed under ORS 677, currently registered and in good standing with the Oregon Medical Board as a Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO). The physician must also be approved by the Oregon Medical Board as a Medical Director (Supervising Physician, Physician Advisor, Medical Director are interchangeable terms).

e. Conduct and Appearance: All personnel responding to EMS calls in the Huntington ASA shall maintain a professional appearance including, but not specifically limited to, at least, a nametag, neat uniform that is distinctly different from Fire and Police Department uniforms, and good grooming. They shall conduct themselves in a professional manner at all times, and they shall show appropriate courtesy and respect towards all people they come in contact with.

f. Non-Discrimination: It is understood and agreed it shall be a material breach of any contract resulting from this proposal for the Vendor to engage in any practice that violates any provision of the State of Oregon, relative to discrimination in hiring, discharging, compensation, or terms conditions or privileges of employment because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record, handicap or disability, mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.

g. Supervision: The Vendor shall provide on duty twenty-four (24) hours per day, seven (7) days per week lead supervisory personnel, who Emergency Management, the Chief, or his designee, Emergency Medical Director, hospital, or Dispatch can contact to handle all operational issues. The Vendor shall also provide the identity and contact information of senior management liaison(s), who at all times, is accessible fifty-two (52) weeks per year, for the term of this contract.

h. Labor Disputes or Work Stoppages: In the event the Vendor is involved in a labor dispute, and as a result of the dispute service is interrupted, the Vendor agrees to provide substitute services and to reimburse the County for all costs the County incurs for interruption of service by the Vendor.

5. **Required Response Time:** Standards established by the State of Oregon, known as Trauma System Response Times Standards OAR 333- 200; maintain a minimum standard for the Huntington ASA. Response time shall be as depicted on the ASA Plan, 90% of the time, barring inclement weather or other extraordinary conditions. Notification Times from dispatch to Vendor ambulances shall be within two (2) minutes of the call, 90% of the time. These response times are the maximum allowable times, as set forth in Oregon Administrative Rule. Vendor may propose shorter response times based on their staffing, proximity to the service area and any other factor that may give Vendor an advantage in shortening their response times.

The Vendor will be required, when requested, to dispatch an ambulance to all reported structure fires, and ice and water rescues within this time frame. The Vendor will document in writing each request for emergency medical services with a response time in excess of fifteen (15) minutes (excluding travel time), identifying the cause of the extended response time, as well as the Vendor's efforts to shorten response times. Response time requirements are of the essence to the performance of this agreement.

TRAUMA SYSTEM MINIMUM STANDARDS: OAR 333-200-0080

Areas	Definitions	Response Times
Urban (Not applicable to Baker Co.)	An incorporated community of 50,000 or more population	8 minutes (Not applicable to Baker Co.)
Suburban (Not applicable to Baker Co.)	An area which is not Urban and which is contiguous to an Urban community. It includes areas within a 10-mile radius of that community's center. It also includes areas beyond the 10-mile radius, which are continuous to the Urban community and have a population density of 1,000 or more per square mile.	15 minutes (Not applicable to Baker Co.)
Rural	A geographic area 10 or more miles from a population center of 50,000 or more, with a population density of greater than 6 persons per sq mile.	45 minutes (Not applicable to Baker Co.)
Frontier	The areas of the State with a population density of six or fewer persons per square mile and are accessible by paved roads.	Baker County is considered a Frontier County. In these isolated areas of Baker County, QRU's may respond to provide initial care, while transporting agencies are activated. Prehospital response times are 2 hours 90% of the time , but may be delayed due to staff limitations and weather related conditions.

Search and Rescue	The areas of the State that are primarily forest, recreational, or wilderness lands that are not accessible by paved roads or not inhabited by 6 or more persons on a year round basis.	No established Response Time. Baker County Search and Rescue may be activated early for additional personnel within an ASAs, and/or to manage rescues in the road less Frontier areas of the County.
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Monitoring of notification and response times shall be accomplished by the following:

1. Information Levels: Public, Baker County Dispatch, Prehospital care providers, Emergency Room (Saint Alphonsus Medical Center), other EMS providers and Baker County.
2. Generated Information : Patient Care Reports, Baker County Dispatch, EMS providers, Receiving Hospital(s), Radio Recordings, and Trauma Registry Forms/Case Reviews
6. Source of Calls: The Vendor shall respond to all calls for service that are transmitted to the Vendor by Baker County Dispatch. The Vendor will respond to emergency ambulance calls made directly to the company by the public within the Huntington ASA. The Vendor will make immediate notification to the Baker County Dispatch Center of any on-site calls for emergency medical services or calls received directly by the Vendor for emergency services within the Huntington ASA. Units assigned to the Huntington ASA shall not respond outside the Huntington ASA except as dispatched (or through mutual aid agreements, ambulance move up plans)
7. Ambulance Garaging: An agreement for garage space and living quarters shall be arranged by the Vendor to the satisfaction of the County, keeping foremost the safety of the community and response times described in section 5 above.
8. Non-Transport Emergencies: The Vendor shall respond to all Fire or Police emergencies as directed by Baker County Dispatch and shall remain on scene until released by the incident commander. The requesting agency will be responsible for costs. If ambulance utilization at these response events exceed one (1) hour in duration, the provider must place another ambulance in-service with personnel of same certification level to maintain emergency response service.
9. Medical Waste: The Vendor shall accept all medical waste generated at the EMS scene as well as accept medical waste collected by those who responded to the scene and who may act as first responders to an EMS emergency.

B. Regional Cooperation and Community Support to Residents

1. Mutual Aid: The Vendor shall comply with the mutual aid agreements in place including EMT-Paramedic intercepts, to the Mutual Aid region at no cost to the community requesting such service. The mutual aid agreements will provide additional backup response including, but not specifically limited to, at least, response to a MCI or major emergency /disaster occurrence. The Vendor shall not use mutual aid, as a general practice, when responding to multiple or overlapping calls. No more than two (2) percent of all incidents each month shall be handled by requesting mutual aid. If, at the end of any month, more than two percent mutual aid has been used the Vendor must submit notification in writing to the County.
2. Special Events: The Vendor shall make available (via mutual aid, or if the service is not located in Huntington, shall stage an ambulance in Huntington,) at no cost to the County, when, in the opinion of the Emergency Management Director, there is the expectation of greater than normal demand for ambulance service in the Huntington ASA. These activities include, but are not limited to special County/City functions and celebrations such as, at least, parades, sporting events, road races, holidays,

public safety drills and tactical operations. The County/City will provide as much lead time as possible for the planning of these events. The Vendor shall provide equipped ambulances and personnel who meet the minimum staffing and training as required and explained in this RFP.

C. Financial Obligations

1. **Compensation:** All compensation for services shall be billed by the Vendor.
2. **Rates:** The Vendor shall describe its proposed schedule of rates to be charged to recipients of ambulance services. These rates are to be in effect for the entire first year of the contract, which after the first year increases shall not occur more than twice in any twelve (12) month period. Additionally, the Vendor agrees to furnish a thirty (30) day notice to the Commissioners when Vendor intends to increase rates for recipients of ambulance service.
3. **Cost of Operations:** The Vendor must assume all costs of its employees, services, and supplies, including, but not specifically limited to, at least, telephone, rent, gasoline, oil, maintenance, materials, communications systems, and equipment, to adequately provide EMS to the Huntington ASA. Please break out the costs of operations to those responses within the Baker City limits and to the areas outside of the city limits but still within the Huntington ASA.
4. **Bonding:** Performance and Payment Bonds are required when a service contract is awarded in excess of twenty-five thousand dollars (\$25,000). The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the contract:
 - a. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Oregon or otherwise secured in a manner satisfactory to the County, in an amount equal to one hundred percent (100%) of the price specified in the contract for the full term of the contract; and
 - b. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Oregon or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract for the full term of the contract.The Vendor shall bear the cost of the bonds. No service shall be rendered and any Agreement shall not be effective until the Vendor awarded the service furnishes the County with certificates of insurance and bonds that meets these specifications.
5. **Patients Experiencing Financial Hardship:** The Vendor agrees to provide discounts to those parties who are experiencing a severe financial hardship consistent with its proposed credit collection policy, as agreed to by the County. The Vendor shall work with the Emergency Management Director to provide a framework of how this will be implemented to the mutual satisfaction of the Vendor and the County.

D. Reporting Requirements

1. **Monthly Service Reporting:** The Vendor will keep statistical monthly reports in a form acceptable to the County. Each monthly report shall be completed no later than the fifteenth day of each month following the month reported. These reports shall be sent to the Emergency Management Director and include, at least the following HIPAA-compliant information:
 - a. Number of Calls: (i) Daily; (ii) Weekly; and (iii) Monthly.
 - b. Calls categorized as follows: (i) ALS; (ii) BLS;
 - c. Dispatching Log: (i) Sequential listing of all emergency responses to include, at least, dates, time of call, time of arrival on scene, time spent at scene, transport time to hospital, what hospital transported to point of entry or refusal of care, no patient, DOA, and chief complaint; (ii) Names, dates of birth, addresses, and reason for transport
 - d. County/city call break outs.

2. Financial Reporting: The Vendor shall compile a quarterly report, in an electronic format acceptable to the County, of its complete rate structure and volume of business generated by the Huntington ASA, with summaries of all charges and receivables by source. This report shall be provided regularly to the Emergency Management Director.

3. Inspection Reports: The Vendor must forward immediately a copy of all inspection reports issued by the Oregon Health Authority as they pertain to the County. Any deficiencies noted must be corrected immediately. The Vendor shall notify the Commission as to how it intends to correct the deficiencies and further notify the Commission that all deficiencies have been corrected.

4. Infectious Disease Exposure Tracking: The Vendor shall establish a mechanism to collect data (such as run sheets, for example) regarding the County/ City employees assisting in an EMS response. This is to ensure timely communications regarding any clinical infectious disease exposure. The Vendor shall notify immediately the personnel involved as well as the Emergency Management Director.

5. Accident Reporting: Whenever the Vendor files an Accident Report with a law enforcement agency the Vendor shall at the same time submit copies of any reports to the Emergency Management Director.

6. Criminal Activities Reporting: The Vendor will notify the Sheriff's Office, within twenty--four (24) hours of discovery, when any of the Vendor's employee are targets of any criminal investigations, involved as a driver in any motor vehicle accident, or criminally arraigned, regardless of where the underlying incident occurred.

7. Licensure Status Reporting: The Vendor shall immediately notify the Commission if at any time during the term of the contract, the Vendor's license to operate an ambulance service is modified, suspended, revoked, or been refused renewal by the State of Oregon OHA. The Vendor shall forward to the Commission all copies of the correspondence received and sent relative to the above matters, should they occur during the term of the contract. Any action outlined above, or application or proceeding to the same effect, may, at the option of the County, be considered just cause for immediate termination of this Agreement.

8. Response Time Reporting: If the response time to any call exceeds fifteen (15) minutes (excluding travel time), the Vendor must notify the Emergency Management Director in writing within twenty-four (24) hours, providing a full explanation including, but not specifically limited to, the following information; the date, time, location of the call, nature of the emergency services provided, actual response time, and a full and complete explanation as to why the response time of fifteen (15) minutes (excluding travel time) was not achieved.

9. Monthly Response Time Reporting: If, for any one-month period of the contract, response times do not meet the expressed standards, the Vendor must notify the Emergency Management Director in writing within seven (7) days, providing a full explanation of the situation, and a plan of corrective action.

10. Additional Documentation: The Vendor must be able to provide evidence of, at least, the following employee policies, plans and information:

- (i) Drug and Alcohol Testing Policy and Program;
- (ii) Compliance with Health Insurance Portability and Accountability Act;
- (iii) Ability to maintain on hand, or to obtain from another entity in a reasonable period of time, sufficient inventory to provide for MCI or extended operations;
- (iv) Ability to meet computerized reporting requirements;
- (v) Quality Assurance Program to include, at least, all First Responders on a quarterly basis; (vi) Orientation and Training Guidelines for employees;
- (vii) Written standard operating procedures for emergency operations, dispatch, additional staff call-in, and ambulance inspections;

- (viii) Vehicle Maintenance Program; and
- (ix) Criminal Background Check Policy.

11. Periodic Reviews of Vendor's Performance: The Baker County Board of Commissioners may, at their discretion, call on the ASA Advisory Committee for review of Vendor's performance under their resulting Agreement.

The Committee will have the authority to review the Vendor's performance.

The review sessions will be held, if requested, by the Committee or the Vendor for the following purposes:

- (i) to ensure the Vendor's continued compliance with the provisions of the Agreement and the ASA Plan;
- (ii) to review response times and ALS calls;
- (iii) to review paramedic ALS skill performance;
- (iv) to address and resolve specific issues or problems; and
- (v) to generally coordinate EMS operations in the Huntington ASA or any other issue or concern the Committee has regarding the Vendor's performance that the Committee believes may affect the health or safety of County residents.

Penalties for breach of performance standards are outlined in the Baker County ASA Plan.

3.2 PROPOSAL REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. Proposer shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP may be considered non-Responsive to this RFP and will not be considered further.

Proposal should not include extensive artwork, unusual printing or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. Proposal should be straightforward and address the requests of the RFP. Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific information is difficult to locate.

Firms interested in submitting proposals for the Emergency Ambulance Services as detailed in this RFP shall submit five (5) original hard copy proposals and one (1) .pdf copy on a flash drive. Proposals shall be signed by an authorized representative, failure to do so may subject the proposal to rejection by the County. Proposals must address the following items which will be used as the Evaluation Criteria;

A. Vendor Personnel, Equipment, and Service Requirements: Please describe in detail the training and experience of your personnel, the quantity and quality of the equipment the Vendor intends to deploy, and how it will meet the service requirements described in this RFP, and as required by the ASA Plan, if awarded a contract resulting from this proposal. Please include in your answer, at least, the following information:

1. Minimum Required Training and Experience of Vendor Personnel: Please describe how you intend to provide personnel, including EMTs, Paramedics, and Supervisors. Please include in your description, at least, without personal identifying information, but in the aggregate, how many employees you presently employ, including the number of EMTs, paramedics, and supervisors, how many other employees, including supervisory and management personnel, the licenses and

certifications the employees hold, their levels of experience in their particular role, the number of EMT advanced and paramedics, you intend to deploy in the Huntington ASA, and the minimum levels of training and experience in their particular role of those occupations you intend to deploy in the course of the contract. Please also describe how you intend to manage and supervise the EMTs and paramedics deployed in the Huntington ASA. Please describe all requirements for any new hires, if different.

2. Ambulance Staffing: Please describe how you intend to staff each ambulance with paramedics and/or EMTs. Please include in your description, at least, how many ambulances you intend to deploy in the Huntington ASA and for how long each day, what level of service each ambulance will provide, the make, model, and year of each vehicle, who will own, operate, and maintain each vehicle listed, how many EMTs and/or paramedics each ambulance at each level of service will contain, how and under what circumstances you intend to provide more ambulances than the minimum, any vehicles, besides ambulances, you intend to deploy to the Huntington ASA on a daily, regular, or irregular basis, and any previous situations where you failed to meet a committed level of service of staffing in a similar sized community and what actions did you take when you fell below your committed level. Please describe hiring practices for filling vacant or new positions that will give preference to qualified employees of the previous ambulance service at comparable levels of licensure, during the six-month period immediately following effective date of the contract.

3. Coverage Plan: Please describe your coverage plan for meeting Service Requirements, as outlined in Section 3.1 A, above. You may use maps, charts, narrative or other methods to outline your coverage plan for the Huntington ASA.

4. Technology and Communication Equipment: Please describe how you intend to satisfy the RFP requirements regarding communication equipment. Please include in your description, at least, the communication equipment you intend to provide to your employees, the number, make, and model of mobile, portable radios and cellular telephones you intend to provide each vehicle and/or employee you intend to deploy in the Huntington ASA.

5. Mutual Aid and Regional Support: Please describe in detail the Vendor's current and planned activities in the following areas: (i) regional MCI support, including equipment and personnel; and (ii) participation and leadership roles in regional and state-wide public safety organizations. Please also describe any existing or anticipated mutual aid agreements with other ambulance services you presently have or intend to seek.

6. Plan to Meet Response Times Requirement: Please describe how you intend to satisfy the RFP and ASA Plan requirements regarding response times from the receipt of a call by the Vendor to the scene of a medical emergency. Please also include in your description what corrective measures you would intend to take if you fail to meet these response time requirements. Vendor may propose shorter response times based on their staffing, proximity to the service area and any other factor that may give Vendor an advantage in shortening their response times beyond what is required by OAR.

7. Garaging of Vehicles: Please describe your intended arrangement for garage space and living quarters for the employees you intend to deploy.

B. Support for the County and Community:

1. Emergency Management: The Emergency Management Director for the County has numerous public safety responsibilities, including preparing for, and coordinating the response to major events, staffing and managing the County's emergency operations center. Please describe (i) your plans to interface and integrate the Vendor as the EMS provider into the County's Incident Command System structure, specifically including responding to weather and special events, such as community events, major storms, blizzards, floods, parades, and sporting events; (ii) your vision of EMS involvement in the emergency operations center structure and what training you have in place and intend to add for

that involvement.

2. **Community Support:** Please describe in detail any free, for fee, open, pre-existing training and support the Vendor or its personnel would be willing to provide to community, such as CPR, First Aid, drug awareness and treatment education, and AED training. Please include in your description, at least, the types of training, the accreditation body for each type of training, the cost to residents, and staffing to be offered, provided the above does not violate the federal anti-kickback statute.

3. **Special Events Services:** Please describe what additional services you would be willing to commit during "Special Events," described above. Please include in your description, at least, the event or types of events, the employees, equipment, and services to be provided for each type of event, and the minimum level of training and experience of personnel.

C. **Rates:** Please describe the initial schedule of rates to be charged to recipients of ambulance services. Please also describe the Vendor's proposed credit collection policy, which shall be subject to approval by the County.

D. **Reimbursement of System Services:** The County solicits these services as part of the comprehensive regulatory program to manage effectively the delivery of superior EMS. The County also solicits these services to provide an open, transparent, and competitive bidding method to develop EMS consistent with, but not required by, state government procurement law. Furthermore, the County seeks proposals from the Vendor on reasonable reimbursement for services the County will provide the Vendor that relate directly to the EMS the Vendor will offer to the County's residents. The County does not seek overpayment for its services, nor a fee directly or indirectly based upon the volume or value of the EMS referrals from this solicitation. Instead, the County seeks partial offset of actual costs for the County's operations because of the Vendor's proposed services. Therefore, please describe whether the Vendor would reimburse the County for any part of the services the County will deliver in response to this solicitation, including, but not specifically limited to, at least, under what circumstances the Vendor will reimburse the County, what service the Vendor will reimburse, what percentage of actual costs incurred by the County, and any other information or scenario the Vendor believes necessary to understand its proposal here. Examples would include radio tower repeater maintenance, 9-1-1 dispatch operational cost share, Computer Aided Dispatch (CAD), Dispatch records requests.

E. **Fee for Service:** The fee you will charge the County to provide Pre Hospital Care Emergency Medical Ambulance Services, as described in this RFP, for the duration of the contract broken out by city and county responses.

F. **Organizational Structure/Proof of Financial Ability to Operate:** Please include an operating budget or financial statement, as well as a description of your organizational structure. If services will be subcontracted, provide a copy of the subcontract. Proposals from private providers must include a profit and loss statement. Other financial information may be requested by County.

G. **Prior Experience:** Please describe prior experience properly providing services equivalent in quantity and quality to the described services in this RFP.

3.2.1 Other Requirements and Information to Proposers

****Compliance with Federal and State Law:** The County intends, and expects the Vendor, to comply

with all state and Federal laws involving this solicitation, specifically including, but not specifically limited to, at least, 42 U.S. Code § 1320a-7b(b), and how that statute has been interpreted by the United States Department of Health and Human Services, Office of the Inspector General. To further ensure compliance, any solicitation the County deems the most advantageous to the County will be subject to that office's review before implementation.

A. Time for Performance of Services: Time is of the essence for the provision of all services made under this contract. The Vendor shall commence work in accordance with the resulting Contract.

B. Enumeration of Contract Documents: The following list of documents form the entire agreement between the County and Vendor and are fully a part of the contract as if attached to this document or repeated herein:

1. A Contract to be signed after award;
2. Any amendments, modifications, or other mutually agreed upon changes to the Contract, made in writing and signed by all parties;
3. This "Request for Proposals – Pre Hospital Care Emergency Medical Ambulance Services";
4. The Vendor's response to the County's "Request for Proposals – Pre Hospital Care Emergency Medical Ambulance Services";
5. All required certifications, permits, or licenses; and
6. All required certificates of insurance and endorsements, certificate of corporate vote, or other authorization to act; and certificate of corporate status or proof of legal organizational status.

If a conflict arises between any of the documents listed above, the order of precedence shall be that language contained in the document higher in the list shall prevail over any conflicting document lower in the list of enumerated contract documents.

C. Designated Representatives: The Emergency Management Director shall be the contract administrator, 1995 Third Street, Baker City, OR 97814, the Vendor shall designate their authorized representatives to provide approvals, directives, and permissions including changes, and to receive notices or other communications under this contract at the addresses stated above, unless more specifically defined elsewhere. Any reference in this RFP to the authority of the County shall also include the authority of their designee to exercise the official's authority, if the relevant County official notifies the Vendor in advance.

D. Non-Emergency Work: The contract shall in no event cover non-emergency work that the Vendor may wish to do. The charges and conditions under which non-emergency work is to be done within the Huntington ASA shall be a matter of a separate contract between the Vendor and the individual user of the non-emergency service.

E. Insurance: The Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the Vendor is required by

this Agreement to name the County as an additional insured and to provide the County with certificates and endorsement pages of insurance coverage indicating the County has been added as an additional insured under all insurance coverages required by this Agreement.

1. **Worker's Compensation:** Workers' Compensation and Employer's Liability Part B coverage in the amounts as may be required by the State of Oregon.
2. **General Liability:** General Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit, with a \$3,000,000 aggregate limit.
3. **Auto Liability:** Auto Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage per accident.
4. **Professional Liability:** Professional Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. **Umbrella Liability:** Umbrella liability coverage of at least \$2,000,000 per occurrence and \$2,000,000 aggregate.

3.2.2 Proposer Information and Certification Sheet

Proposer shall complete and submit the Information requested in Attachment B.

3.2.3 Supplemental Proposal—Huntington ASA Coverage

Vendor may submit a supplemental proposal for coverage of the Huntington ASA with a service level that meets the minimum requirements of the Baker County ASA Plan, but may not meet requirements for an ALS level of service. Please clearly label Supplemental Proposals in response to this RFP. Proposals clearly labeled Supplemental Proposal will not be considered unresponsive to this RFP simply due to the fact that they do not meet requirements of ALS level of service.

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE

The RFP and attachments are published in the paper of record for Baker County. The RFP will also be sent to those service providers who have contacted the County asking for RFP information prior to the publication of this RFP.

Modifications, if any, to this RFP will be made by written Addenda. Addenda are incorporated into the RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Reference the RFP number;
- Identify Proposer's name and contact information;

- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule.

4.4 SOLICITATION PROTESTS

4.4.1 Protests

If a proposer wishes to object to any aspect of procurement, the proposer may file a written protest at the County Commissioner's Office. The protest must include all grounds for the protest and all supporting evidence, in the form of documents, affidavits and the like. A protest must be filed promptly, as soon as the protester knows of the grounds for the protest. Protest of any aspect of requests for proposals must be filed five (5) calendar days before solicitation closing date. County will notify all proposers of intent to award at least five (5) calendar days before contract takes affect. All protests regarding contract award must be filed before contract takes affect.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Mail or Parcel Carrier

A Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

Delivery in Person

A Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. A Proposal will be accepted, prior to Closing, during Agency's normal Monday – Friday business hours of 8:00 a.m. to 5 p.m. Pacific Time, except during State of Oregon holidays and other times when Agency is closed. The outside of the sealed submission must clearly identify the Proposer's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal it must submit its modification in one of the authorized methods listed in the Proposal Delivery Options section. To be effective the notice must include the RFP number and be submitted to the SPC prior to Closing.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by

an authorized representative of its intent to withdraw to the SPC via email prior to closing in accordance with OAR 125-247-0440. To be effective the notice must include the RFP number.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing. All Proposal modifications or withdrawals must be received prior to Closing.

A Proposal received after Closing is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- Proposer fails to meet the responsibility requirements of ORS 279B.110.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

4.9 EVALUATION PROCESS

4.9.1 Responsiveness and Responsibility determination

4.9.1.1 Responsiveness determination

A Proposal received prior to Closing will be reviewed to determine if it is Responsive to all RFP requirements including compliance with Minimum Qualifications section and Proposal Requirements section. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.9.2 Evaluation Criteria

Each Proposal meeting all Responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee members may change and the County may have additional or fewer evaluators for optional rounds of competition. Evaluators will assign a score for each evaluation criterion listed below in this section up to the maximum points available in the Point and Score Calculation section.

SCORE	EXPLANATION
100% of available points	OUTSTANDING - Response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter and project. The Proposer provides insight into its expertise, knowledge, and understanding of the subject matter.
60% – 90% of available points	VERY GOOD – Response provides useful information, while showing experience and knowledge within the category. Response demonstrates above average knowledge and ability with no apparent deficiencies noted.
50% of available points	ADEQUATE – Response meets all requirements in an adequate manner. Response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the Proposer.
10% – 40% of available points	FAIR – Proposer meets minimum requirements, but does not demonstrate sufficient knowledge of the subject matter.
0% of available points	RESPONSE OF NO VALUE – An unacceptable response that does not meet the requirements set forth in the RFP. Proposer has not demonstrated knowledge of the subject matter.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

4.10 RANKING OF PROPOSERS

The SPC will average the scores for each Proposal in a given round of competition (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members).

The County will rank all Proposers at the conclusion of the evaluation and scoring and may, in the County's sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, the County will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

POINTS POSSIBLE		100
3.2, A – 1	Minimum Required Training and Experience of Vendor Personnel	10
3.2, A – 2	Ambulance Staffing	10
3.2, A – 4	Technology and Communication Equipment	5
3.2, A – 5	Mutual Aid and Regional Support	10
3.2, A – 3, 6	Plan for Coverage and Plan to Meet Response Times Requirement	10
3.2, A – 7	Garaging of Vehicles	5
3.2, B, 1-3	Support for the County and Community	15
3.2, C	Rates	10
3.2, D	Reimbursement of System Services	5
3.2, E	Fee for Service	15
3.2, G	Experience Operating Like Service	5

4.11 NEXT STEP DETERMINATION

At the conclusion of the scoring, the County may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations
- Best and Final Offers

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

The County, if it awards a Contract, shall award a Contract to the highest ranking Responsible Proposer based upon the scoring methodology and process described in Section 4. The County may award less than the full Scope defined in this RFP.

5.1.2 Intent to Award Notice

The County will notify all Proposers in Writing that the County intends to award a Contract to the selected Proposer subject to successful negotiation of any negotiable provisions.

5.1.3 5.1.3 Protest Process

County will notify all proposers of intent to award at least five (5) days before contract takes affect. All protests regarding contract award must be filed before contract takes affect.

5.2 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

The proposer selected for a Contract award under this RFP will be required to comply with all applicable provisions of Baker County Standard Contract Provisions, attached as Attachment A2, and to submit additional information and comply with the following:

5.2.1 Insurance

Prior to award, Proposer shall secure and demonstrate to the County proof of insurance as required in this RFP or as negotiated.

Insurance: The Vendor shall maintain the insurance coverage listed below. With the exception of Workers' Compensation and Professional Liability coverages, the Vendor is required by this Agreement to name the County as an additional insured and to provide the County with certificates and endorsement pages of insurance coverage indicating the County has been added as an additional insured under all insurance coverages required by this Agreement.

1. Worker's Compensation: Workers' Compensation and Employer's Liability Part B coverage in the amounts as may be required by the State of Oregon.
2. General Liability: General Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit, with a \$3,000,000 aggregate limit.
3. Auto Liability: Auto Liability coverage of at least \$1,000,000 Bodily Injury and Property Damage per accident.
4. Professional Liability: Professional Liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.
5. Umbrella Liability: Umbrella liability coverage of at least \$2,000,000 per occurrence and \$2,000,000 aggregate

5.2.2 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the County or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.2.3 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.2.4 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by their Signature on Attachment B, in accordance with ORS 279A.112, that it has in place a policy

and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.2.5 Pay Equity Compliance

As required by [ORS 279B.235 or ORS 279C.520], Vendor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Vendor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Vendor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class.

"Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Vendor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Vendor may not prohibit any of Vendor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Vendor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5.3 CONTRACT NEGOTIATION

5.3.1 Negotiation

After selection of an Apparent Successful Proposer, County may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees to comply with the requirements of the RFP, including the terms and conditions set forth in the Contract Terms and Conditions (Attachment A1) and the Baker County Standard Contract Provisions (Attachment A2).

Proposer must submit any requested exceptions to the County during the Questions / Requests for Clarification period set forth in Section 1.2. Unless the County agrees to modify any of the terms and conditions, County intends to enter into a Contract with the successful Proposer consistent with the Contract Terms and Conditions (Attachment A1) and Baker County Standard Contract Provisions (Attachment A2).

It may be possible to negotiate some provisions of the final Contract; however, County is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State/County. Therefore, the County will consider the scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of the Baker County Board of Commissioners.

The County reserves the right to negotiate the Statement of Work, Fee for Service, and any

other material term, at the sole discretion of the County.

In the event that the parties have not reached mutually agreeable terms within 90 calendar days, the County, at its discretion, may terminate Negotiations and commence Negotiations with the next highest ranking Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 CERTIFIED FIRM PARTICIPATION

Pursuant to Oregon Revised Statute (ORS) Chapter 200, the County encourages the participation of small businesses, certified by the Oregon Certification Office for Business Inclusion and Diversity (“COBID”) in all contracting opportunities. This includes certified small businesses in the following categories: disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business. The County also encourages joint ventures or subcontracting with certified small business enterprises. For more information, visit:

<https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?XID=6787&TN=oregon4biz>

6.2 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon and Baker County. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Baker County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or consent to the jurisdiction of any court.

6.3 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the Property of Agency. By submitting a Proposal in response to this RFP, Proposer grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.4 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, County may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the County. The County is not liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.5 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

ATTACHMENT A1: CONTRACT TERMS AND CONDITIONS RELATED TO THIS RFP

GENERAL TERMS

1. **Assignment and Delegation:** Neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.
2. **Indemnification:** The Vendor agrees to indemnify and hold harmless the County, its agents, servants and employees against all claims, demands and judgments made or recovered against them for damages to real or tangible personal property or for bodily injury or death to any person, or any claim arising out of, or in connection with this RFP, where such damage, injury, death or claim was caused by the negligence of Vendor. County agrees to notify Vendor promptly of any claim or demand, and to cooperate with Vendor in a reasonable way to facilitate the settlement or defense of such claim or demand.

This subsection applies to all tort claims, except claims for professional liability. Vendor shall defend, indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property, of whatsoever nature arising out of the activities of vendor pursuant to this contract (including but not limited to, the acts and omissions of vendor's officers, employees, agents, and subcontractors).

Vendor will not be held responsible for damages directly, solely, and proximately caused by the negligence or other tortuous acts of County.

This subsection applies only to tort claims arising out of professional services provided under this contract. Vendor shall indemnify and hold harmless County, its officers, agents, and employees from any and all claims, actions, judgments, court costs, and other expenses resulting from injury to any person or damage to property resulting from the professional negligent acts, errors, or omissions of consultant in performance of the services under this contract (including but not limited to, the professional negligent acts, errors, or omissions consultant's officers, employees, agents, and subcontractors).

3. **Ownership of Contract Products/Services:** Submissions, upon established opening time, become the property of the County. All products/services produced in response to the contract resulting from this RFP will be the sole property of the County, unless otherwise noted in the RFP. The contents of the successful Vendor's submission will become contractual obligations.

4. **Non-Discrimination:** The Vendor shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

5. **Contract Re-Negotiation:** The County reserves the right to renegotiate the terms of the contract.

6. **Contract Cancellation:** The County reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Vendor. In this event, the County agrees to compensate Vendor for services rendered through the date of cancellation.

7. **Contract Relationship:** It is distinctly and particularly understood and agreed between the parties hereto that the state of Oregon and the County are in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Vendor or with the employment of labor or the incurring of expenses by the Vendor. Said Vendor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Vendor shall exonerate, indemnify and hold the state of Oregon and the County harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Vendor's employees engaged in performance under this Agreement. The Vendor will maintain any applicable worker's compensation insurance and will provide certificate of same if requested.

9. **Special Terms Govern:** In the event of any conflict between these standard terms and conditions and any special terms and conditions included in a contract, the special terms and conditions will govern.

10. **Force Majeure:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, riots, war, civil unrest, national or state emergencies, acts of terror or unusually severe weather, provided that in all cases the Vendor shall notify the County promptly in writing of any cause for delay and the County concurs that the delay was beyond the control and without the fault or negligence of the Vendor. If reasonably possible, the Vendor shall make every reasonable effort to complete performance as soon as possible.

11. **Governing Law and Severability:** This Agreement shall be construed in accordance with, and governed by, the laws of the state of Oregon. Any action to enforce the provisions of this Agreement shall be brought in state district court in Baker County, Oregon. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

12. **Default:**

a. There will be a default under this contract if either party materially fails to comply with any provision of this contract within fifteen days after the other party gives written notice specifying breach. If the breach specified in the notice cannot be completely cured within the fifteen day period, no default will occur if the party receiving the notice begins curative action within the fifteen day period and thereafter proceeds with reasonable diligence and in good faith to the cure the breach as soon as practicable.

b. Notwithstanding subsection (a) of this section, either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly, materially breaches the terms of this contract.

- c. In the event of a default, before either party may bring an action in any court concerning this contract, such party must first seek in good faith to resolve the issue through negotiation or mediation.
 - d. Pending final resolution of a dispute, the parties shall proceed diligently with the performance of this contract, unless County decided to suspend payments and gives consultant written notice of that decision.
 - e. If a default occurs and it is not resolved under subsection (c) of this section above, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law.
 - f. Any litigation arising out of this contract must be conducted in Circuit Court of the State of Oregon for Baker County.
 - g. In the event of any breach of this contract by consultant, County's cause of action against consultant will not be deemed to accrue until County discovers such breach, or should have, with reasonable diligence, discovered such breach. However, the preceding sentence will not be construed to allow County to prosecute an action against consultant beyond the maximum time limitation provided by Oregon law.
13. **Officials, Agents and Employees of the County Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the County be in any way personally liable or responsible for any covenant or agreement contained in this contract whether express or implied, nor for any statement, representation or warranty made herein or in any connected with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

ATTACHMENT A2: Baker County Standard Contract Provisions

Except as otherwise provided in the solicitation document or otherwise approved by Baker County and its legal counsel, the following standard public contract provisions shall be included expressly by reference in each contract of Baker County.

1. Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor. ORS 279C.505
2. Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund (SAIF) and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract. ORS 279C.505
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim. ORS 279C.505
4. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. ORS 279C.505
5. For Public Improvement Contracts and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or contractor by reason of the contract. The payment of a claim in a manner authorized here shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved. ORS 279C.515
6. Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service. 279B.230, 279C.530
7. For Public Improvement Contracts, the Contractor shall demonstrate that an employee drug testing program is in place. ORS 279C.505
8. With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:
 - a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days Monday through Friday, or

- b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Thursday, and
- c. All work performed on the day specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540 (1) for public improvement contracts.

For personal service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 or 653.261 or under 29 USC Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 2791C.540 (for non- public improvement contracts) including contracts involving collective bargaining agreements, contracts for services and contracts for fire prevention and suppression. This paragraph does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

- 9. For Public Works projects subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 276a): (1) If the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the state prevailing rate of wage as required by ORS 279C.800 to 279C.870; and (2) If the federal prevailing rate of wage is higher than the state prevailing rate of wage, the contractor and every subcontractor on the project shall pay at least the federal prevailing rate of wage as required by the Davis-Bacon Act. ORS 279C.840
- 10. As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. Entities which have enacted such laws or regulations include the following: Federal: Department of Agriculture, Forest Service, Soil Conservation Service, Army Corps of Engineers, Department of Energy, Federal Energy Regulatory Commission, Environmental Protection Agency, Department of Health and Human Services, Department of Housing and Urban Development, Solar Energy and Energy Conservation Bank, Department of Interior, Bureau of Land Management, Bureau of Indian Affairs, Bureau of Mines, Bureau of Reclamation, Geological Survey, Minerals Management Service, U.S. Fish and Wildlife Service, Department of Labor, Mine Safety and Health Administration, Occupational Safety and Health Administration, Department of Transportation, Coast Guard, Federal Highway Administration, Water Resources Council, and Department of Homeland Security. State: Department of Administrative Services, Department of Agriculture, Department of Consumer and Business Services, Oregon Occupational Safety and Health Division,

Department of Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of Forestry, Department of Geology and Mineral Industries, Department of Human Resources, Department of Land Conservation and Development, Department of Parks and Recreation, Soil and Water Conservation Commission, State Engineer, Department of Transportation, State Land Board, Water Resources Department. Local: City Councils, County Boards of Commissioners, County Service Districts, Sanitary Districts, Water Districts, Fire Protection Districts, Weed Districts and Planning Commissions.

If new or amended statutes, ordinances or regulations are adopted or the Contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection, which requires compliance with federal, state or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the Contractor shall have all the rights and obligations specified in ORS 279C.525. ORS 279C.525

11. The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs, and overhead per ORS 297C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract. ORS 279C.655, ORS 279C.660 and ORS 279C.665
12. If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this subsection, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contact in order to provide similar services or goods from a different contractor. ORS 294.100
13. By execution of the contract, contractor certifies, under penalty of perjury that:
 - a. To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and
 - b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

- c. Contractor prepared its bid or proposal related to this Agreement independently from all other bidders or proposers, and without collusion, fraud or other dishonesty.
- 14. Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal. ORS 279A.120, ORS 279A.128
- 15. Contractor agrees not to assign the contract or any payments due under the contract without the proposed assignee being first approved and accepted in writing by the County. ORS 294.100
- 16. Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.
- 17. The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 18. All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.
- 19. The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractor Board registration or Landscape Contractor Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the contract.
- 20. Unless otherwise provided, data which originates from the contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under the contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of the contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under the contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.
- 21. If as a result of the contract, the contractor produces a report, paper publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 ½" by 11" paper, the contractor shall use recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements. In

- all other cases Contractor shall make reasonable efforts to use recycled materials in the performance of work required under the contract. ORS 279A.125
22. As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved, site, if feasible and cost-effective,
23. When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract, price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. ORS 279A.120
24. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for violation of or to interpret any of the terms of the contract, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
25. Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under the Contract or exercise any control over the activities of Contractor. Contractor is not an officer, employee or agent of County as those terms are used in ORS 30.265. Contractor covenants for itself and its successors in interest and assigns that it will not claim or assert that Contractor is an officer, employee or agent of the County, as those terms are used in ORS 30.265.
26. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of drugs while performing work under the Contract.
27. The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.
28. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - c. the Americans with Disabilities Act of 1990, as amended and ORS 659A.112 through 659A.139;
 - d. Executive Order 11246, as amended;
 - e. the Health Insurance Portability and Accountability Act of 1996;
 - f. the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended;
 - g. the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - h. ORS Chapter 659A, as amended;
 - i. all regulations and administrative rules established pursuant to the foregoing laws; and

- j. all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

The above listed laws, regulations and executive orders and all regulations and administrative rules established pursuant to those laws are incorporated by reference herein to the extent that they are applicable to the Contract or required by law to be so incorporated.

- 29. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 30. Indemnification. To the fullest extent authorized by law, Contractor agrees to indemnify, defend, reimburse and hold harmless County, its officers, employees and agents (the “Indemnified Parties”) from any and all threatened, alleged or actual claims, suits, allegations, damages, liabilities, costs, expenses, losses and judgments, including, but not limited to, those which relate to personal or real property damage, personal injury or death, attorney and expert/consultant fees and costs, and both economic and non-economic losses, to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of Contractor, its employees, subcontractors, or anyone for whose acts Contractor is responsible. If claims are asserted against any Indemnified Party by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor’s indemnification obligation and other obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to the employee by or for the Contractor or subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.
- 31. For all Public Improvement Contracts, contractor and subcontractors must have must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless the contractor or subcontractor is exempt under ORS 279C.836 (Public works bond) (4), (7), (8) or (9). ORS 279C.830

ATTACHMENT B: VENDOR RESPONSE

This attachment provides information about the response required from the Vendor. The first section provides details about submitting the Vendors response, including what must be sent, the number of copies and the time and date of the deadline. The Vendor's Profile must be filled in and submitted by the Vendor as part of its response.

PART 1: QUALIFICATION SUBMISSION

General information:

Refer to the RFP and respond to each of the proposal requirements in section 3.2.

Submissions that are materially at variance with requirements and that require a major rewrite may not be accepted. Failure to complete any questions in whole or in part may be grounds for rejection.

All submissions become the property of County and will not be returned to the Vendor.

All costs associated with submission preparation or interviews are the responsibility of the submitting Vendor.

Submissions may be modified or withdrawn in writing by Vendor prior to the due date and time.

Submit the above and following Vendor Profile with:

Quantity: Five (5) hardcopy/paper submissions. Clearly mark one (1) submission as "ORIGINAL" and One (1) pdf copy on a USB Drive.

Packaging and Delivery

Cover Sheet: Include a Cover Sheet to accompany each of the above submittals, as given below:

To: Jason Yencopal – Emergency Management Director
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814

Date: _____

From: _____

Firm Name: _____

Address: _____

General Phone Number: _____

Contact Person: _____

Name: _____ Title: _____
Phone: _____
Fax: _____
E-mail Address (if applicable): _____
Name: _____ Title: _____
Signature: _____ Date: _____

Submit the number of proposals as indicated above to:

Jason Yencopal – Emergency Management Director
Baker County – Commissioners Office
1995 Third Street
Baker City, OR 97814
jyencopal@bakercounty.org
Phone: 541.523.9669 ext 1
Fax: 541.523.8201

Due Date:

Submittals must be received at the above address on or before June 3, 2022 by 4:00 PM (PST). Late submissions may not be accepted.

For further information, please contact:

Jason Yencopal – Emergency Management Director
Baker County – Commissioners Office
jyencopal@bakercounty.org
Phone: 541.523.9669 ext 1
Fax: 541.523.8201

Attachment C

Baker County Ambulance Service Area Plan
and Ordinance (the Ordinance is Appendix F of the ASA Plan)

AMBULANCE SERVICE AREA PLAN

BAKER COUNTY, OREGON



2022

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- (A) Maps – ASA Boundary, Fire Dept/District, City Boundary
- (B) Ambulance Service Provider Information and Licenses (Emergency/Non-Emergency Transporting), Quick Response Unit (QRU) Agency List, Fire Departments/Districts with Extrication Capabilities
- (C) Ambulance Service Provider Variances authorized by Oregon EMS-OHA and Baker County
- (D) Baker County Public Safety Radio Repeaters
- (E) Baker County Fire/EMS Mutual Aid Agreement
- (F) Ordinance
- (G) ASA Plan Administration

I. CERTIFICATION OF BAKER COUNTY AMBULANCE SERVICE AREA PLAN

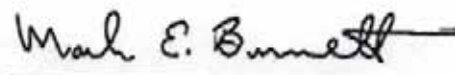
In accordance with Oregon Administrative Rules Chapter 333, Division 260 County Ambulance Service Area Plans, the Baker County Board of Commissioners hereby Certifies that:

- a) Each subject or item contained in the Baker County Ambulance Service Plan was addressed and considered in the adoption of this plan by this body;
- b) In the judgment of this body, the Ambulance Service Areas (ASAs) established in this plan provide for the efficient and effective provision of ambulance services;
- c) To the extent they are applicable; the County has complied with ORS 682.062 and ORS 682.063 and existing local ordinances and rules.

DATED this 27th day of April, 2022

BOARD OF COUNTY COMMISSIONERS OF
BAKER COUNTY, OREGON


William Harvey, County Commission Chair


Mark Bennett, County Commissioner


Bruce Nichols, County Commissioner



II. OVERVIEW OF BAKER COUNTY

Baker County which was established in 1862 encompasses an area of 3,088 square miles. Like most of northeast Oregon it is dominated by mountains. The Blue, Elkhorn, Lookout, Malheur, and Wallowa mountain ranges rim or cross the county and contain nearly half of Oregon's peaks above 7,000 feet. From highs of 10,000 feet, the county plummets down sheer rock walls into Hells Canyon, the lowest elevation in the county of 1,600 feet. Between these geographic features lay productive but arid valleys.

The climate is typical of the semi arid western intermountain area. It is characterized by warm sunny days and cool nights with light and variable precipitation through the summer months. Winter weather is erratic and occasionally severe.

With a population of 16,668 (based on 2020 Census and PSU data), the population density is 5.39 people per square mile. The majority of the county's population can be found in the incorporated cities of: Baker City, Greenhorn, Haines, Halfway, Huntington, Richland, Sumpter, and Unity. In addition, the county has a variety of unincorporated community populations (i.e. *Durkee, Hereford, Jim Town, Keating, Muddy Creek, Pine Creek, and Rock Creek areas*).

In the past, the County has earned revenues through timber, mining, and agriculture, but in recent years it has become a destination area for recreation and those on vacation. Primary industries providing employment include educational services, health care, social assistance, retail trade, manufacturing, agriculture, forestry, fishing and hunting, mining (U.S. Census Bureau, 2020).

There are 12 state highways in Baker County, including Interstate 84. There is no passenger rail service in Baker County, but there is an active freight rail line. There is limited public transit in the County provided by Community Connection of Northeast Oregon, Inc. Baker City Municipal Airport is also located within the County. Finally, Baker County is crossed by two petroleum product pipelines.

III. DEFINITIONS

682.025 Definitions

- (1) “Ambulance” or “ambulance vehicle” means a privately or publicly owned motor vehicle, aircraft or watercraft that is regularly provided or offered to be provided for the emergency transportation of persons who are ill or injured or who have disabilities.
- (2) “Ambulance service” means a person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities.
- (3) “Emergency care” means the performance of acts or procedures under emergency conditions in the observation, care and counsel of persons who are ill or injured or who have disabilities; in the administration of care or medications prescribed by a licensed physician or naturopathic physician, insofar as any of these acts is based upon knowledge and application of the principles of biological, physical and social science as required by a completed course utilizing an approved curriculum in prehospital emergency care. “Emergency care” does not include acts of medical diagnosis or prescription of therapeutic or corrective measures.
- (4) “Emergency medical services provider” means a person who has received formal training in prehospital 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 chapter.
- (5) “Fraud or deception” means the intentional misrepresentation or misstatement of a material fact, concealment of or failure to make known any material fact, or any other means by which misinformation or false impression knowingly is given.
- (6) “Governmental unit” means the state or any county, municipality or other political subdivision or any department, board or other agency of any of them.
- (7) “Highway” means every public way, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, used or intended for the use of the general public for vehicles.
- (8) “Nonemergency care” means the performance of acts or procedures on a patient who is not expected to die, become permanently disabled or suffer permanent harm within the next 24 hours, including but not limited to observation, care and counsel of a patient and the administration of medications prescribed by a physician licensed under ORS chapter 677 or naturopathic physician licensed under ORS chapter 685, insofar as any of those acts are based upon knowledge and application of the principles of biological, physical and social science and are performed in accordance with scope of practice rules adopted by the Oregon Medical Board or Oregon Board of Naturopathic Medicine in the course of providing prehospital care.

- (9) “Owner” means the person having all the incidents of ownership in an ambulance service or an ambulance vehicle or where the incidents of ownership are in different persons, the person, other than a security interest holder or lessor, entitled to the possession of an ambulance vehicle or operation of an ambulance service under a security agreement or a lease for a term of 10 or more successive days.
- (10) “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.
- (11) “Prehospital care” means care rendered by emergency medical services providers as an incident of the operation of an ambulance and care rendered by emergency medical services providers as incidents of other public or private safety duties, and includes, but is not limited to, “emergency care.”
- (12) “Scope of practice” means the maximum level of emergency or nonemergency care that an emergency medical services provider may provide.
- (13) “Standing orders” means the written protocols that an emergency medical services provider follows to treat patients when direct contact with a physician is not maintained.
- (14) “Supervising physician” means a physician licensed under ORS 677.100 to 677.228, actively registered and in good standing with the Oregon Medical Board, who provides direction of emergency or nonemergency care provided by emergency medical services providers.
- (15) “Unprofessional conduct” means conduct unbecoming a person licensed to perform emergency care, or detrimental to the best interests of the public and includes:
- (a) Any conduct or practice contrary to recognized standards of ethics of the medical profession or any conduct or practice which does or might constitute a danger to the health or safety of a patient or the public or any conduct, practice or condition which does or might impair an emergency medical services provider’s ability safely and skillfully to practice emergency or nonemergency care;
 - (b) Willful performance of any medical treatment which is contrary to acceptable medical standards; and
 - (c) Willful and consistent utilization of medical service for treatment which is or may be considered inappropriate or unnecessary.

682.027 Definition of “Ambulance Services” for ORS 682.031, 682.062 and 682.066

As used in ORS 682.031, 682.062 and 682.066, “ambulance services” includes the transportation of an individual who is ill or injured or who has a disability in an ambulance and, in connection therewith, the administration of prehospital and out-of-hospital medical, emergency or nonemergency care, if necessary.

Definitions included in Baker County Ambulance Service Area (ASA) Plan

- (1) “Ambulance Service Area (ASA)” means a geographic area which is served by one emergency transporting ambulance service provider, and may include all or portions of a county, or all or portions of two or more contiguous counties. Approval of a plan will not depend upon whether it maintains an existing system of providers or changes the system of providers to benefit the system.

- (2) “Ambulance Service Plan” means written document, which outlines a process for establishing county emergency medical service system. A plan addresses the need for and coordination of ambulance service by establishing ambulance service areas for the entire county and by meeting the other requirements of these rules.
- (3) “Ambulance Service Provider” means a licensed ambulance service that responds to 9-1-1 dispatched calls or provides pre-arranged non-emergency transfers or emergency or non-emergency inter-facility transfers.
- (4) “County Government or County Governing Body (County)” means the Board of County Commissioners or County Court.
- (5) “Division” means the Public Health Division, Oregon Health Authority.
- (6) “Emergency Medical Services” means those pre- hospital functions and services whose purpose is to prepare for and respond to medical emergencies, including rescue and ambulance services, patient care, communications and evaluation.
- (7) “Notification Time” means the length of time between the initial receipt of the request for emergency medical service by either a Dispatch Center or provider, and the notification of all emergency responding medical services.
- (8) “Prehospital Care Advisory Committee” means the Baker County Board of Commissioners selected members of both the public and private sector as listed in the (ASA) Plan to represent residents and medical service providers in effective and efficient medical services throughout Baker County. The committee, when appointed, shall advise the Baker County Commissioners on operation (response and service) of the ambulance service areas.
- (9) “Provider” means any public, private or volunteer entity providing Emergency Medical Services in an ASA as authorized by Baker County.
- (10) “Qualified Driver” means someone who is not licensed by the Oregon Health Authority and who meets Authority requirements to operate a ground ambulance.
- (11) “Quick Response Unit/Quick Response Team” means any fire or medical service provider that responds to provide initial aid in direct support and assistance to an authorized emergency transporting organization. The response may be within a primary EMS service area or outside the service area during mutual-aid activations.
- (12) “Response Time” means the length of time between the notification of each provider and the arrival of each provider’s emergency medical service units at the incident scene.
- (13) “Transport to Meet” means that in unique situations, and in the best interest of patients, initial medical care providers such as Fire District QRU’s/QRT’s, Search & Rescue, Law Enforcement etc., that don’t normally transport patients to medical facilities, may be required to render temporary assistance, or support with movement of a patient to meet a transporting agency or a higher level of care. *Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident. (Noted from ORS 682.035 (2))*

IV. BOUNDARIES

Baker County consists of (4) Ambulance Service Areas (ASAs) – The Baker ASA, Huntington ASA, Richland ASA, and the Halfway/Oxbow ASA. Baker County ASA geographic descriptions are described below with the assigned service providers included in Appendix B. Baker County municipal, special, prescription Fire Departments/Districts and private companies providing medical support for either emergency or pre-arranged non-emergent transporting services within a Baker County ASA shall consider their service area boundaries as their response areas, unless otherwise activated by mutual-aid or auto-aid agreements. Maps depicting boundaries for the ASAs, 9-1-1 coverage, fire districts, and incorporated cities, are located in Appendix A of this plan. Coverage areas are also identified in electronic systems at the Baker County Dispatch Center.

Baker ASA (2,168.78 sqmi)

Starting in the Northwest corner of Baker County where Baker, Grant, and Union Counties meet near Anthony Lakes the northern boundary of the Baker ASA starts and follows the county line heading east until Eagle Creek where it crosses the Baker/Union county line at Township 6S, Range 43E, Section 1 Middle of the Northern half (45.08024,-117.38645). From here the boundary turns south to form the eastern boundary by drawing a line to the highest peak found in T6S R43E Sec 10 North middle of the SW ¼ (45.05799,-117.43673). From this peak a line is drawn to the intersection of the 457 and 454 spur roads found on the section line of Section 16&21 in T6S R43E (45.03665,-117.45471). From this intersection the boundary line follows the ridgeline towards the southwest to the intersect of West Eagle Creek and the Section Line between Section 21&20 in T6S R43E (45.03103,-117.46243). From here the eastern boundary follows West Eagle Creek until it joins Eagle Creek and then the boundary line follows Eagle Creek to the point where it runs under the 7720 (East Eagle Creek Road) (T7S R44E Sec 6, 44.97923,-117.36789). The eastern boundary then follows the 7720 to the intersection with Sparta Road (T 8S, R 44E Sec 18 NE of the NE 44.87277,-117.38180). From this intersection a line is drawn due south to Bishop Springs (T 9S R44 Sec 6 North half of the NE) and onto the south side of the Powder River. From Bishop Springs the eastern boundary follows the south or western edge of the Powder River paralleling Highway 86 to Keystone Mine in Township 9S, Range 44E, Section 15 north half of the SE. From Keystone Mine a line is drawn to the head of Upper Timber Gulch located in the middle of T10S R44E Sec 4. The line is then extended to the headwaters of Williams Creek (center of T10S R44E Sec 35 44.652905,-117.291310). From the headwaters of Williams Creek a line is drawn to the intersection of Sisley Creek Road and Lookout Mountain Road (between T10S R44E Sec 25 and T11S R44E Sec 30 in the middle on the edge of these two sections). From this intersection the boundary follows the Sisley Creek road down to the Weatherby Rest Area and encompasses the Rest Area to complete the eastern boundary. The southern boundary starts from the Weatherby Rest Area heading west following the road under I-84 to Gate Road. Follow Gate Road for approximately 2 tenths of a mile from where it crosses the railroad tracks (2 tenths of a mile will bring you to a point that Gate Road has a slight bend and a two track road with switch backs heading west). Then draw a line from that point to the top of the ridge (T12S R44E Sec 19 SW of the SW 44.50402,-117.38668). Follow the ridge line to Fur Mountain (or Fir Mountain depending upon the map referenced) and then onto Juniper Mountain. From the peak of Juniper Mountain (T12S R43E Sec35 NE of the NE 44.486240,-117.423467) the southern boundary continues to the intersection of the Rye Valley Road and Mormon Basin Road (T13S R43E Sec 9). The boundary follows the Mormon Basin road to the Baker/Malheur County Line. The southern boarder continues to follow the county line heading west until the area of Summit Creek, Starvation Rock, and Sheep Mountain where the county line turns from a westerly heading to a northern heading. This concludes the southern boarder at the 90 degree turn in the county line and now starts the western boundary. The western boundary follows the county line back to the starting point near Anthony Lakes.

Huntington ASA (235.71 sqmi)

Starting in the southeast corner of Baker County where the Baker/Malheur County line and Snake River intersect the eastern boundary is formed by the Snake River going north to the outlet of Soda Creek (T11S R46E Sec 19 NE ¼). The northern boundary is then formed by heading west up the Soda Creek drainage to the point (T11S R45E Sec 22

NW of the SE, 44.59503, -117.19312) at the Soda Creek headwaters. From there follow the ridge top west to Sugarloaf Mountain (T11S R45E Sec 20 SW of the NE). Continue west following the ridge top to the intersection of Sisley Creek headwaters and the road that access the Basser Diggins Campground (T11S R45E Sec 19 SE of the NW, 44.597042,-117.259383). The northern boundary continues to follow this road to the Lookout Mountain road and heads south to the intersection of the Lookout Mountain and Sisley Creek roads (between T10S R44E Sec 25 and T11S R44E Sec 30 in the middle on the edge of these two sections). The northern boundary then follows the Sisley Creek Road in a Southwest direction to the Weatherby Rest Area and encompasses this area. From the Weatherby Rest Area follow the road under I-84 to Gate Road. Follow Gate Road for approximately 2 tenths of a mile from where it crosses the railroad tracks (2 tenths of a mile will bring you to a point that Gate Road has a slight bend and a two track road with switch backs heads west). Then draw a line from that point to the top of the ridge (T12S R44E Sec 19 SW of the SW, 44.50330, -117.38837). Follow the ridge line to Fur Mountain (or Fir Mountain depending upon the map referenced) and then onto Juniper Mountain. From the peak of Juniper Mountain (T12S R43E Sec 35 NE of the NE 44.486240,-117.423467) the northern boundary continues to the intersection of the Rye Valley Road and Mormon Basin Road (T13S R43E Sec 9). The boundary follows the Mormon Basin road to the Baker/Malheur County Line. From this intersection the western boundary is formed by following the Baker/Malheur County line as it runs south. When the Baker/Malheur County lines turns east the southern boundary of the Huntington ASA is formed by following the county line back to the starting point at the Snake River.

Eagle Valley (Richland) ASA (328.53 sqmi)

The northeast corner of this ASA starts where Eagle Creek and the Baker/Union County line intersect. From this intersection the western boundary is formed by following the Eagle Creek drainage to the Forest Service Road 77 (T6S, R43, Sec 21 NE of the SW 45.02478,-117.45340). From here the western boundary follows the Forest Service Road 77 to the 77 and 7720 spur (East Eagle Creek Road). The western boundary then follows the 7720 to the intersection with Sparta Road (T 8S, R 44E Sec 18 NE of the NE 44.87277,-117.38180). From this intersection a line is drawn due south to Bishop Springs (T 9S R44 Sec 6 North half of the NE) and onto the south side of the Powder River. From Bishop Springs the eastern boundary follows the south or western edge of the Powder River paralleling Highway 86 to Keystone Mine in Township 9S, Range 44E, Section 15 north half of the SE. From Keystone Mine a line is drawn to the head of Upper Timber Gulch located in the middle of T10S R44E Sec 4. The line is then extended to the headwaters of Williams Creek (center of T10S R44E Sec 35 44.652905,-117.291310). From the headwaters of Williams Creek a line is drawn to the intersection of Sisley Creek Road and Lookout Mountain Road (between T10S R44E Sec 25 and T11S R44E Sec 30 in the middle on the edge of these two sections). The southern boundary starts at this intersection and follows Lookout Mountain Road, North to the road that accesses the Basser Diggins Campground (T11S R45E Sec 19 SE of the NW) (44.59591,-117.25882 campground coordinates). The boundary line follows this road to the intersection of the Sisley Creek headwaters (44.597042,-117.259383) and heads east following the ridge top to Sugarloaf Mountain (T11S R45E Sec 20 SW of the NE). The southern boundary continues to the Soda Creek headwater to the point (T11S R45E Sec 22 NW of the SE, 44.59503,-117.19312) and follows the Soda Creek drainage to where it converges with the Snake River (T11S R46E Sec 19 NE ¼). The eastern boundary is then formed from this location and follows the Snake River north to Brownlee Reservoir. The eastern boundary line continues to follow Brownlee Reservoir until the end of Sag Road (T9S R46E Sec 22 SW of the NE, 44.770071,-117.068575). From this point the eastern boundary line is formed by drawing a straight line to China Spring which is located near the intersection of Highway 86 and the Forest Service Road 77 (T8S R46E Sec 31 NE of the SE ,44.825364,-117.125860). From this intersection the boundary line is formed by following the watershed divides between Pine Creek and Eagle Creek. In following the ridge top the boundary line will pass over Summit Point and continue to follow the ridge line following near the Cliff Creek Trail. From the intersection of the Cliff Creek Trail and Cornucopia Trail (T6S R 30 E Sec 30 south half of the SE ¼, 45.01182,-117.25215) the boundary line will continue north to the ridge top and then turn slightly northwest following the ridge top going over Nip Pass Peak to Granite Mountain – Southwest Peak (T6S R45 E Sec 18 SW of the NW, 45.04596,-117.26308). From Granite Mountain Southwest Peak the boundary line is formed by drawing a line to Krag Peak (T6S R44E Sec 11 North ½ of the NE ¼, 45.06530,-117.28940). Follow the ridge top from Krag Peak to Cliff-Curtis Peak (T6S R45E Sec 1 NW of the

NW, 45.08024,-117.28238) to the Baker/Union County Line to complete the eastern boundary. The northern boundary follows the Baker/Union County line from Cliff-Curtis Peak west to the beginning point near Eagle Creek.

Halfway/Oxbow ASA (353.19 sqmi)

The Halfway/Oxbow ASA is shaped somewhat like an upside down triangle made up with a northern, eastern, and western boundary lines. Beginning in the northeast corner of Baker County the eastern boundary is formed from the point where Baker/Wallowa County lines meet the Snake River, heading south following the Snake River until Brownlee Reservoir and Snake River meet. The western boundary starts at this point and follows Brownlee Reservoir until the end of Sag Road. From this point the boundary line is formed by drawing a straight line to China Spring which is located near the intersection of Highway 86 and the Forest Service Road 77 (T8S R46E Sec 31 NE of the SE ¼, 44.825364,-117.125860). From this intersection the boundary line is formed by following the watershed divides between Pine Creek and Eagle Creek. In following the ridge top, the boundary line will pass over Summit Point and continue to follow the ridge line following near the Cliff Creek Trail. From the intersection of the Cliff Creek Trail and Cornucopia Trail (T6S R 30 E Sec 30 south half of the SE ¼, 45.01182,-117.25215) the boundary line will continue north to the ridge top and then turn slightly northwest following the ridge top going over Nip Pass Peak to Granite Mountain – Southwest Peak (T6S R45 E Sec 18 SW of the NW, 45.04596,-117.26308). From Granite Mountain Southwest Peak the boundary line is formed by drawing a line to Krag Peak (T6S R44E Sec 11 North ½ of the NE ¼, 45.06530,-117.28940). Follow the ridge top from Krag Peak to Cliff-Curtis Peak (T6S R45E Sec 1 NW of the NW, 45.08024,-117.28238) to the Baker/Union County Line to complete the western boundary. The northern boundary follows the Baker/Union County line from Cliff-Curtis Peak east for about three quarters of a mile and then follows the Baker/Wallowa County line continuing east to the beginning point where the county lines and Snake River meet.

Alternatives to Reduce Response Time:

Heavily forested, mountainous terrain and severe weather conditions can present difficult access and possible long response times to emergency transporting ambulances. In those situations, when an urgent response is indicated, the Baker County Dispatch Center will work with the nearest appropriate agency/resources, and at their request, place on standby or activate rotary-wing air ambulance services. Baker County Sheriff's Office, at the request of a jurisdiction, may choose to activate Baker County Search and Rescue (SAR) to assist with an incident. In remote areas of the county, the Sheriff's Office may activate Search and Rescue and partner with other Federal-State and local agencies in response to incidents.

In addition, a tiered response system is utilized to provide the best available patient care while maximizing available resources. Many Rural/Frontier areas have Fire Departments/Districts, many with a medical QRU/QRT response component allowing for improved initial care and early on-scene size-ups to relay patient information, and clarifying the need for a continued response, transport-to-meet considerations or cancelations of transporting services. The tiered response system also includes the opportunity to activate adjoining county medical services, and/or air ambulance services for remote areas or critical care scenes allowing the patient a direct route to a medical facility. This is covered under mutual-aid agreements see Appendix E. Also acknowledged in regards to QRU/QRT's and reducing response times, Transport-to-Meet (as defined on page 8) has been highlighted by the State of Oregon OHA stating ORS 682.035 and ORS 820.330 to 820.380 as not applying to vehicles being used to render temporary assistance in the case of major catastrophe or emergency with which the ambulance service of

the surrounding locality are unable to cope, or when directed to be used to render temporary assistance by an official at the scene of an accident.

V. System Elements

(a) 9-1-1 DISPATCH CALLS

All calls received by the local Baker County Dispatch Center shall be dispatched to the appropriate provider within a two- minute time period 90% of the time. The call for services shall be dispatched to the provider that is assigned jurisdictional authority for the area of location of the emergency, unless a joint response process (QRU dispatched, followed by Transporting Agency), or other arrangements have been made due to extenuating circumstances.

(b) NON-EMERGENCY TRANSPORTS / INTER-FACILITY TRANSFERS

Non-Emergency Transports and Inter-Facility Transfers within Baker County are not addressed by Baker County or will they be addressed by this plan. Transports and transfers will be handled either by a public transporting organization, or a private transporting company. Any transporting service provider must have the appropriate license from the State of Oregon and authorization from Baker County.

Non-Emergency Transports and Inter-Facility Transfers will usually be requested by the care facility directly calling the transporting agency within the jurisdiction, and not normally dispatched by Baker County Dispatch. Periodic exception would be an air transporting organization that contacts Baker County Dispatch to relay flight schedule information to a ground transport service (e.g. airport medical transfers).

All Non-Emergency Transfers/Inter-Facility Transports organization, public and private, shall have the ability to communicate with Baker County Dispatch by radio or phone and any sending/receiving medical facilities. Authorized non-emergency/inter-facility transporting organizations are listed in Appendix B.

(c) NOTIFICATIONS AND RESPONSE TIMES

Standards established by the State of Oregon, known as the Trauma System Response Times Standards OAR 333-200-0080; maintain a minimum standard for the Baker County ASA system. Response time shall be as depicted in the table below, barring inclement weather or other extraordinary conditions. Notification Times for ambulances shall be within two (2) minutes 90% of the calls. Provider Response Time shall be listed as follows for 90% of the calls: Urban-8 minutes; Suburban-15 minutes; Rural-45 minutes; and Frontier- 2 hours. Baker County has a population density of 5.39 based on a population of 16,668 (2020 Census and Portland State University) and 3,088 square miles. This would mean that the county is considered Frontier with a response time of 2 hours unless otherwise noted.

TRAUMA SYSTEM MINIMUM STANDARDS: OAR 333-200-0080

Areas	Definitions	Response Times
Urban (Not applicable to Baker Co.)	An incorporated community of 50,000 or more population	8 minutes (Not applicable to Baker Co.)
Suburban (Not applicable to Baker Co.)	An area which is not Urban and which is contiguous to an Urban community. It includes areas within a 10-mile radius of that community's center. It also includes areas beyond the 10-mile radius, which are continuous to the Urban community and have a population density of 1,000 or more per square mile.	15 minutes (Not applicable to Baker Co.)
Rural	A geographic area 10 or more miles from a population center of 50,000 or more, with a population density of greater than 6 persons per sq mile.	45 minutes (Not applicable to Baker Co.)
Frontier	The areas of the State with a population density of six or fewer persons per square mile and are accessible by paved roads.	Baker County is considered a Frontier County. In these isolated areas of Baker County, QRU's may respond to provide initial care, while transporting agencies are activated. Prehospital response times are 2 hours 90% of the time , but may be delayed due to staff limitations and weather related conditions.
Search and Rescue	The areas of the State that are primarily forest, recreational, or wilderness lands that are not accessible by paved roads or not inhabited by 6 or more persons on a year round basis.	No established Response Time. Baker County Search and Rescue may be activated early for additional personnel within an ASAs, and/or to manage rescues in the road less Frontier areas of the County.

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

1. Information Levels: Public, Baker County Dispatch, Prehospital care providers, Emergency Room (Saint Alphonsus Medical Center), other EMS providers and Baker County.
2. Generated Information: Patient Care Reports, Baker County Dispatch, EMS providers, Receiving Hospital(s), Radio Recordings, and Trauma Registry Forms/Case Reviews.

All ambulance licensures are the responsibility of the State of Oregon through Oregon Health Authority under Oregon Revised Statutes and supporting Oregon Administrative Rules.

(d) LEVEL OF CARE:

Protocols, Policies and Procedures: Providers in each trauma system area shall function under one set of off-line prehospital trauma protocols and one set of on-line medical control trauma policies and procedures which address basic, intermediate and advanced levels of care. Off-line treatment protocols shall clearly describe all treatment and transportation procedures and identify those procedures which require on-line medical authorization. Medical control policies and procedures must assure consistent area-wide coordination, data collection and area-wide quality improvement responsibility.

An ambulance operating in Baker County and providing Basic Life Support Level of Care (BLS) must meet Oregon standards for operation, unless otherwise granted a variance. An EMT at a minimum must always be with the patient in the patient compartment of the ambulance.

An ambulance operating in Baker County and providing Intermediate Life Support Level Care (ILS) must consist of one licensed EMT and one licensed EMT-Intermediate. The EMT- Intermediate must always be with the patient in the patient compartment of the ambulance when intermediate level care is required or rendered. Providing agencies may have an authorized and recognized State variance.

An ambulance operating in Baker County and providing Advanced Life Support Level Care (ALS) must consist of at least a licensed EMT and a licensed Paramedic unless otherwise addressed by a State variance. The licensed Paramedic must always be with the patient in the patient compartment of the ambulance when ALS care is required or being rendered.

Each Ambulance shall be equipped with radio communication equipment and maintain a 50 watt or greater, multi-channel radio that allows for the transmission and reception on Baker County Dispatch repeater sites; and secondary 155.340 (HEAR) channel. Each ambulance crew may also have a portable hand-held radio or cellular phone capability. Requests for mutual aid, other resources or agencies, etc, will be directed to the Baker County Dispatch.

Baker County has a minimum level of emergency transport service provider as BLS.

(e) PERSONNEL

When operating an ambulance in Baker County, all personnel must meet the requirements of ORS 682.017 to 682.991 and OAR 333-250-0200 to 333-25-0410. The practice of staffing an ambulance on a part- time basis with EMT's licensed to a higher level of care than is possible at other times does not construe a requirement that the ambulance provide the same level of care on a regular basis.

(f) MEDICAL SUPERVISION

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

1) Each EMS agency or ambulance service may have its own medical director. A Medical Doctor in the position of Medical Director providing medical supervision is responsible for the following:

- (a) Issuing, reviewing and maintaining standing orders within the scope of practice not to exceed the licensure level of the emergency medical services provider when applicable;
- (b) Explaining the standing orders to the emergency medical services provider, making sure they are understood and not exceeded;
- (c) Ascertaining that the emergency medical services provider is currently licensed and in good standing with the Division;
- (d) Providing regular review of the emergency medical services provider's practice by:
 - (A) Direct observation of prehospital emergency care performance by riding with the emergency medical service; and
 - (B) Indirect observation using one or more of the following:
 - (i) Prehospital emergency care report review;
 - (ii) Prehospital communications recording review;
 - (iii) Immediate critiques following presentation of reports;
 - (iv) Demonstration of technical skills; and
 - (v) Post-care patient or receiving physician interviews using questionnaire or direct interview techniques.
- (e) Providing or coordinating formal case reviews for emergency medical services providers by thoroughly discussing a case (whether one in which the emergency medical services provider has taken part or a textbook case) from the time the call was received until the patient was delivered to the hospital. The review should include discussing what the problem was, what actions were taken (right or wrong), what could have been done that was not, and what improvements could have been made; and
- (f) Providing or coordinating continuing education. Although the supervising physician is not required to teach all sessions, the supervising physician is responsible for assuring that the sessions are taught by a qualified person.
- (2) The supervising physician may delegate responsibility to his/her agent to provide any or all of the following:
 - (a) Explanation of the standing orders to the emergency medical services provider, making sure they are understood, and not exceeded;
 - (b) Assurance that the emergency medical services provider is currently licensed and in good standing with the Division;
 - (c) Regular review of the emergency medical services provider's practice by:
 - (A) Direct observation of prehospital emergency care performance by riding with the emergency medical service;
 - (B) Indirect observation using one or more of the following:
 - (i) Prehospital emergency care report review;

- (ii) Prehospital communications tapes review;
 - (iii) Immediate critiques following presentation of reports;
 - (iv) Demonstration of technical skills; and
 - (v) Post-care patient or receiving physician interviews using questionnaire or direct interview techniques.
- (d) Provide or coordinate continuing education. Although the supervising physician or agent is not required to teach all sessions, the supervising physician or agent is responsible for assuring that the sessions are taught by a qualified person.
- (3) Nothing in this rule may limit the number of emergency medical services providers that may be supervised by a supervising physician so long as the supervising physician can meet with the emergency medical services providers under his/her direction for a minimum of two hours each calendar year.
- (4) An emergency medical services provider may have more than one supervising physician as long as the emergency medical services provider has notified all of the supervising physicians involved, and the emergency medical services provider is functioning under one supervising physician at a time.
- (5) The supervising physician must report in writing to the Authority's Chief Investigator any action or behavior on the part of the emergency medical services provider that could be cause for disciplinary action under ORS 682.220 or 682.224.

(g) PATIENT CARE EQUIPMENT

Patient care equipment must meet or exceed the Oregon Health Authority (OHA), Emergency Medical Services and Trauma System Section (OHA-EMS) requirements as specified in ORS 682.010 to ORS 682.991 and OAR 333-255-0070, thru 333-255-0071, and 333-255-0073. The ambulance service provider shall maintain a list of equipment for their ambulances, which shall be furnished upon the request of the Oregon Health Authority.

(h) VEHICLES

All ground ambulances must be either Type I, II or III and be licensed by the Oregon Health Authority, and other Federal-state agencies. All ambulances must meet or exceed the requirements as set forth in ORS 682.010 to 682.991 and OAR 333-255-0060. All air ambulances must be licensed with the Oregon Health Authority, and must meet or exceed all Federal-state aviation requirements. An up-to-date list of provider ambulances can be found in the Appendix B. Vehicles used in a "transport to meet" are not considered an ambulance and are not bound by the statutes and rules mentioned above.

(i) TRAINING

Training will be consistent with requirements of the Oregon Health Authority and Department of Transportation curricula. EMT training is provided through local recognized educational colleges, or other authorized State of Oregon recognized educational Institutions and instructors.

Each EMS provider organization in Baker County shall promote continuing education, which meets re-licensing standards as specified by the Oregon Health Authority. EMT re-licensing and EMS continuing education shall recognize established hour requirements and be obtained through appropriate in-house training programs, online

seminars and or other resources that are sponsored by local EMS agencies or other recognized institutions/medical facilities.

(j) QUALITY ASSURANCE

In order to ensure the delivery of efficient and effective pre-hospital emergency medical care, an EMS Quality Assurance Program is hereby established.

1. STRUCTURE

Baker County ASA Advisory Committee; shall be formed by the Baker County Board of Commissioners thru the adoption of this plan, and will be composed of no less than 3 members representing a diverse segment of the community, with an understanding that positions may be periodically difficult to fill. The principle function of the committee shall be to monitor the EMS system within Baker County in an advisory role to the Board of Commissioners. The Committee shall meet annually, or as required during a year. Baker County Emergency Management shall administer and revise the ASA Plan, and will serve as staff for the Committee. The Committee may also contain a non-voting representative from each EMS agency assigned to an ASA.

The Committee should be represented by those that can represent the following: Emergency Room Physician (An EMS Medical Director/Physician Advisory), Health Department Representative, Emergency medical care providers (Including an EMT and/or Paramedics), Air Ambulance, Fire Service, Law Enforcement, Search and Rescue, Dispatch Center, the public.

2. PROCESS

The Board of Commissioners, to ensure the delivery of the most efficient and effective prehospital emergency care possible with the available resources, has directed that the ASA Advisory Committee be established.

Quality assurance in Baker County shall be accomplished through frequent case review, peer review, and periodic review by the medical director(s) and/or ambulance services agencies.

Complaints regarding violation of this ASA plan, or questions involving prehospital care provided (Emergency and Non-Emergency), shall be submitted in writing to the Board of Commissioners who shall forward it to the ASA Administrator, who may call a meeting of the committee. The Administrator, and/or the committee then shall review the matter, by gathering information from the provider and the complainant, and make recommendations or changes to the plan on such complaints or questions to the Board of Commissioners.

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

3. PROBLEM RESOLUTION

Problems involving protocol deviation by personnel or providers shall be referred to the respective Director/Agency Lead/Chief if related as appropriate. The Committee should seek background data and identify recommendations.

However, any member of the Committee who may have a conflict of interest in the matter shall declare such conflict and follow the law.

4. SANCTIONS FOR NON-COMPLIANT PERSONNEL OR PROVIDERS

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

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

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

Notice of the action shall be provided to the holder of the assignment, which shall specify the violation, the action necessary to correct the violation and the date by which the action must be taken. If the holder of the assignment fails to take corrective action within the time required, the Board of Commissioners may notify the holder that the assignment is suspended or revoked. State OHA-EMS statutes and administrative governing rules regarding sanctions for non-compliant personnel or providers will apply. If the violation is such that they are not able to perform EMS services an alternate should be brought in immediately at the expense of the current EMS service provider, if additional expense is incurred by the County to cover the assigned ASA for the period of the violation.

5. PENALTIES

Nothing in this plan is intended to obviate that authority of the State regarding penalties for non-compliant personnel or providers under state rules, orders and law.

VI. COORDINATION

(a). AUTHORITY FOR AMBULANCE SERVICE AREA ASSIGNMENTS:

The Baker County Board of Commissioners has the authority to assign an Ambulance Service Area (ASA) within Baker County in compliance with ORS 682.017 to 682.991. Applications by new providers and request for assignment change or revocation will be considered for approval if they will improve efficient service delivery and benefit public health, safety and welfare. Cities have the authority to develop and apply ambulance licensing ordinances within their jurisdictional boundaries, and nothing in this plan is intended to obviate that authority.

Future updates to this plan and proposal for assignment changes will be authorized by the Baker County Board of Commissioners. The ASA Administrator shall receive all requests for changes and/or new applications as outlined in Ordinance No. 2022-02 and present those requests to the Board of Commissioners for their review and provide recommendations. In addition, the Board has authority to review service provider's records and initiate an assignment change or service area revocation. For the purpose of this plan, the Board shall recognize the Committee as an advisory group for the purposes of efficient and safe operations of pre-hospital EMS services. The

Plan requires that the ambulance services providers maintain service records for the State of Oregon in order that the County can carry out its ASA Plan responsibilities.

(b). ENTITY THAT WILL ADMINISTER THE ASA PLAN:

The Baker County ASA Committee is hereby established with the adoption of this plan. Baker County Emergency Management will administer the Plan under the authority of the Board of Commission, and the ASA Advisory Committee shall serve as the principal entity to monitor and accept written proposals for amendments to this ASA Plan concerning patient care issues. The Baker County Board of Commissioners shall appoint members to the Advisory Committee.

The Committee may be called upon at any time a concern or improvement is submitted in writing to the Administrator, or Board of Commissioners. The Committee shall meet at least annually, but as necessary to monitor issues concerning response issues. This Committee, as with any government body, will be subject to the Oregon Open Meeting Law (ORS Chapter 192), but may temper its activities, within legal limits, according to the sensitivity of the EMS matter involved to recognized (HIPPA) requirements. Appeals from the Board, in any case where the Board would otherwise have the final decision at the county level shall be directed to the appropriate state regulatory agency (OHA), or a Circuit Court, as appropriate.

The Committee may be requested to submit a brief written report or update on recommendations to the Baker County Board of Commissioners.

THIS COMMITTEE WILL:

1. Work to prevent needless attention of state regulatory agencies to problems that can be resolved locally;
2. Increase local awareness of potential problems that may exist; and areas to improve
3. Increase the awareness of ambulance medical directions regarding area concerns and activities.

(c). COMPLAINT REVIEW PROCESS:

Complaints regarding violation of this ASA Plan, reviewing medical responses/processes and inquires involving pre-hospital care, shall be submitted in writing to the Baker County Board of Commissioners, or the Administrator. If the complaint involves pre-hospital care the issue will then be provided to the Committee, who may call a meeting for its review and make recommendations or changes on such complaints or questions. If the request is reviewed by the Committee, the request for review may require the submitter and provider to meet with the Committee. The Committee may make recommendations to the appropriate party to suggest modifications and resolve any problems involving services. Ongoing input can be provided by consumers, providers or the medical community to the Committee.

(d). MUTUAL AID AGREEMENTS:

Emergency Transporting Ambulance service providers are encouraged to, and have been included in a mutual aid agreement with Baker County Fire Service Agencies, that in many cases are also initial medical providers in the County, known as a Quick Response Unit (QRU), may respond with other providers with needed personnel and equipment in accordance with the agreement.

All requests for mutual aid shall be made through the Baker County Dispatch Center, and or appropriate dispatching agency. All mutual aid agreements will be reviewed periodically, or every five years and modified as needed by

mutual consent of all parties included in the agreement. A copy of the Mutual Aid Agreements are located in Appendix E.

(e). DISASTER RESPONSE:

The Administrator shall coordinate EMS medical function planning with any formal disaster management plans developed and recognized by Baker County, or actively involve appropriate county authorities.

Any jurisdictional multiple-casualty incident (MCI) shall be examined and the situation in terms of its potential or actual magnitude of disaster and those having jurisdictional authority can request any appropriate additional resources that may be available via the Baker County Dispatch Center.

1. COUNTY RESOURCES OTHER THAN AMBULANCE

When resources other than ambulances are required for the provision of emergency medical services, requests should be initiated using the Baker County Dispatch Center. Baker County Emergency Management may work directly with local agencies, departments and governments to coordinate necessary resources during any implementation of the MCI Plan. During a disaster, requests for additional resources shall be made through the Baker County Dispatch Center.

2. OUT OF COUNTY RESOURCES

When resources outside of Baker County are required for the provision of emergency medical services during a disaster, a request for those resources shall be made through Baker County Dispatch Center.

3. MASS CASUALTY INCIDENT (MCI) PLAN

The purpose of the MCI Plan is to provide guidance to EMS response personnel in the coordination of response activities relating to mass casualty/multi-casualty incidents in Baker County.

The plan is intended for use when any single or combination of incidents depletes the resources of any single provider during the normal course of daily operations. The Baker County ASA Committee will periodically review the medical response component of the MCI plan and recommend changes to meet the county's needs. Following the review, modifications may be made to the MCI Plan. All ASA providers shall adopt the MCI plan.

Any specifics during an incident shall identify the responsibility of the provider concerning:

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

4. DISASTER COORDINATION

- a. In lieu of Unified Command, the highest ranking officer of the Fire, Emergency Medical Service, Emergency Services or Law enforcement agency in whose jurisdiction the incident occurs shall be the Incident-Commander (IC). Support functions may be established using NIMS/ICS.
- b. The highest licensed emergency medical service provider at the scene will have overall responsibility for patient care as the EMS Branch Officer; he/she shall work closely with the incident-commander. Support functions may be established using NIMS/ICS.
- c. The on-scene command, radio frequencies, and staging area will be determined by the incident commander. The Baker County Dispatch Center will coordinate and advise responding units as to the location of the staging area and radio frequencies.

5. EMS RESPONDER GUIDELINES

If applicable at the time, and with additional resources arriving, the senior emergency medical provider on the first EMS unit to arrive at the scene shall become the EMS Branch Officer and shall:

- i. Assess the nature and severity of the incident;
- ii. Advise the appropriate Dispatch Center of the situation, and provide scene size-up;
- iii. Request appropriate assistance, if not already at the scene;
- iv. Request initiation of EMS mutual aid if needed;
- v. Alert, or have Baker County Dispatch Center alert area hospital(s) of the situation; and
- vi. Establish and organize the transportation of all injured or ill patients.

ADDITIONAL EMS UNITS ARRIVING ON SCENE SHALL:

- i. Check-in with staging and incident-command;
- ii. Implement needed rescue, if assigned and trained and equipped to do;
- iii. Provide emergency medical care and transport patient(s) to the appropriate hospital(s).

6. PERSONNEL AND EQUIPMENT RESOURCES

Emergency contact list for personnel and equipment resources are available at the Baker County Dispatch Center, and public safety agencies are requested annually to have their lists updated.

7. EMERGENCY COMMUNICATIONS AND SYSTEM ACCESS

- i. Telephone Access – The Baker County Dispatch Center is located in Baker City, Oregon and is the Public Safety Answering Point (PSAP) for Baker County. This center shall receive all emergency service requests in Baker County. Persons having access to telephone services will have access to the Baker County Dispatch Center by dialing 9-1-1 for emergencies, or (541) 523-6415 for general business. Upon receipt of a request, all emergency service providers in Baker County are dispatched by the Baker County Dispatch Center.
- ii. Dispatch Procedures – The appropriate personnel shall be notified by the dispatcher within two (2) minutes of receipt of a medical call, 90% of the time.

The dispatcher will obtain from the caller, and dispatch first responders with the following:

- a. Nature of the incident;

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

EMS personnel shall inform Baker County Dispatch by radio when any of the following occurs;

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

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

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

i. Radio System – Baker County Dispatch Center shall:

- a. Maintain radio consoles capable of communication directly with all first response – medical agencies throughout Baker County,
- b. Maintain radio logs which contain all information required by the Federal Communications Commission and Oregon Revised Statutes;
- c. Utilize plain English in recognition of National Incident Management System/Resource Management standards, or 12-code as it relates to documentation for law enforcement;
- d. Restrict access to authorized personnel only;
- e. Meet all Federal-state and local laws and standards for operation; and
- f. Be equipped with a back-up power source capable of maintaining all functions of the center.

(Note) All ambulance service providers' shall have and maintain multi-channel radios in each ambulance that allows for direct communication with dispatch and hospitals.

8. EMERGENCY MEDICAL SERVICES DISPATCH TRAINING

The Baker County Dispatch Center dispatching personnel must successfully complete State required Emergency Medical Dispatch (EMD) training courses as approved by the Department of Public Safety Standards and Training (DPSST).

9. HAZARDOUS MATERIALS

Oregon Emergency Response System (OERS) provides notification and activation of State Hazardous Materials Response Team and other state agencies, federal agencies, and some private organizations. 1-800-452-0311. The Ontario Haz-Mat Team has requested a direct call by the on scene fire responders once

ORES has been notified. Ontario HAZMAT Team will be dispatched through Malheur Dispatch at (541)473-5125.

CHEMTREC, 1-800-424-9300

10. SEARCH AND RESCUE and SPECIALIZED RESCUE

Baker County Sheriff's Office or 541-523-6415

Search and Rescue (SAR) within Baker County is provided through the Sheriff's office. It is on call and available on a 24-hour basis. In many instances, Baker County Search and Rescue will act as First Responders in remote areas that are inaccessible to conventional ambulances. SAR teams have direct radio contact with local ambulances, hospitals, and Baker County Dispatch. In winter months, SAR will respond to remote areas covered with snow and not accessible by the usual ambulance service. When advanced Life support is called for, SAR may transport the ambulance crews to the patient and/or coordinate with air resources.

11. EXTRICATION

Baker County Fire Departments/Districts with an extrication/rescue component can be activated via Baker County Dispatch Center. Consideration must be given to the location of the incident, incidents located within areas with no protection, and seasonal conditions. Baker County Search and Rescue, if required for assistance, should be contacted early via Baker County Dispatch Center. Fire Department/Fire Districts that are able to provide extrication services are indicated in Appendix B.

VII. PROVIDER SELECTION

Any persons or organizations wishing to provide ambulance services within Baker County shall submit a letter of interest to the Ambulance Service Area (ASA) Administrator or the Board. All proposals shall be reviewed by the Administrator. The Committee may be called upon to provide additional information and insight. The Administrator shall provide researched information to the Board of Commissioners. Assignment of all ASA's shall be made by the Board of Commissioners. Application for assignment and reassignment of an Ambulance Service Area (ASA) shall be made pursuant to the Baker County Ambulance Service Ordinance No. 2022-02, which is included as Appendix F. Assignment of an ASA shall be valid until relinquished or revoked and subject to provisions of suspension or revocation as set forth in this plan.

(a). REASSIGNMENT OF AN ASA

In the event that a reassignment of an ASA is necessary, the Administrator shall make a written recommendation to the Baker County Board of Commissioners.

(b). APPLICATION PROCESS FOR APPLYING FOR AN ASA

Each ASA will have one emergency transporting service, but may have one or more non-emergency transporting/inter-facility organization authorized in each ASA. In addition, authorization for non-emergency transports/inter-facility transfer organization may have authorization in multiple ASAs. Application for assignment and reassignment of an Ambulance Service Area (ASA) shall be made pursuant to the Baker County Ambulance Service Ordinance No. 2022-02, which is included as Appendix F.

(c). NOTIFICATION OF VACATING AN ASA

In the event that an ASA provider wishes to vacate its ASA, the provider shall provide at least sixty (60) days written notice to the Baker County Board of Commissioners. The ASA provider must provide notification in accordance with the provisions of this plan or the initial service agreement or contract.

(d.) MAINTENANCE OF LEVEL OF SERVICE

In the event that an ASA provider is unable to comply with the standards promulgated for the ASA by this Plan, the provider will notify the Board of Commission in writing of its inability to comply and identify which standards are involved. The Board will determine if other qualified providers are available for the ASA who can comply with the standards. If the Board of Commissioners determines no other qualified providers are available it may apply to the Oregon Health Authority, Emergency Medical Services and Trauma Systems Section under ORS 682.079 for a variance from the standards so that continuous ambulance services may be maintained, by the existing provider, in the ASA.

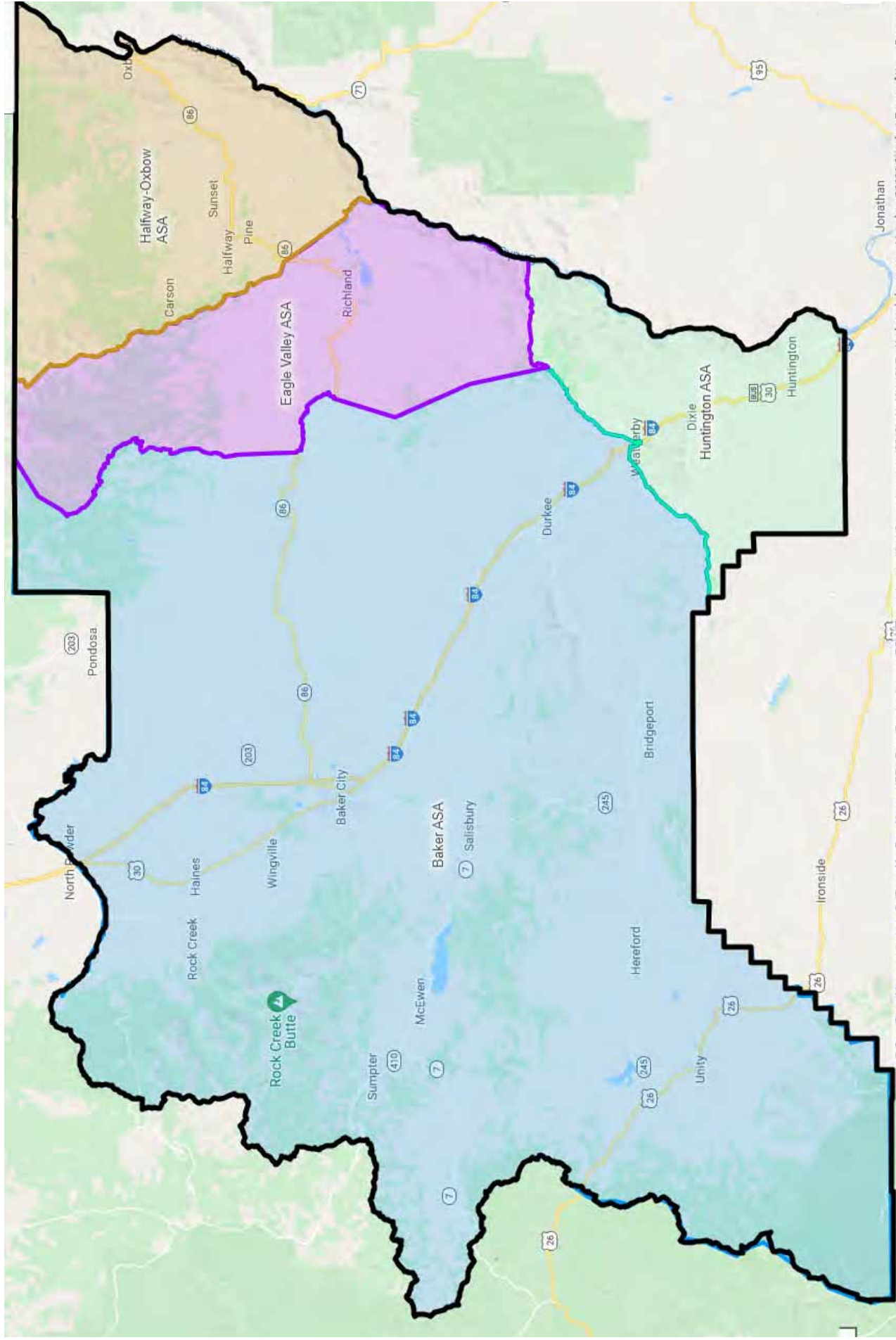
VIII. BAKER COUNTY ADOPTION OF THE AMBULANCE SERVICE AREA PLAN

The Baker County Board of Commissioners shall adopt a Baker County ASA Plan that shall include criteria for administering the Plan; identifying ambulance services that may operate within the county; establishing processes; and establishing membership and duties of the Baker County ASA Committee.

BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix A

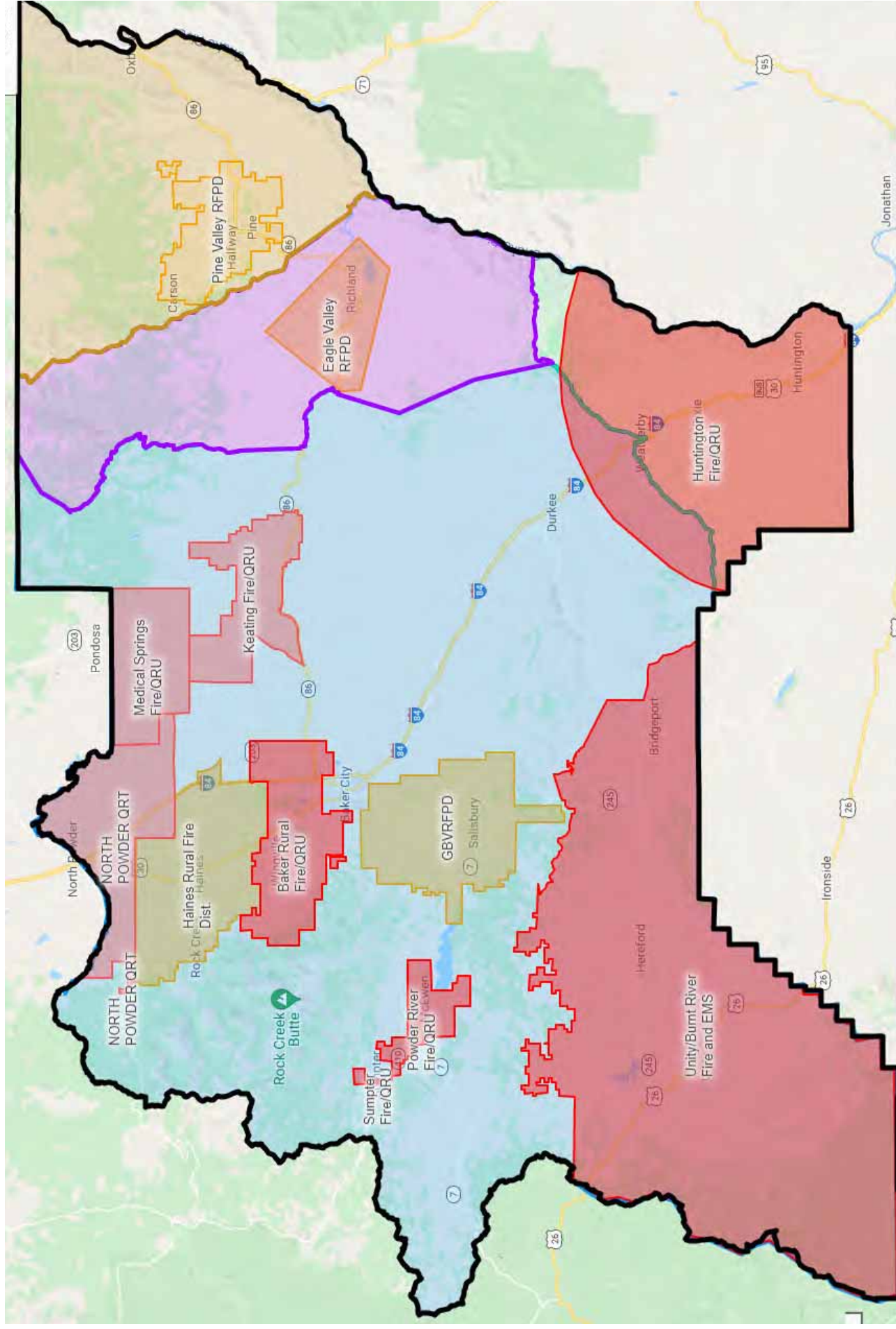
Maps

- **ASA Boundary Maps**
- **Fire Department/District Maps**
- **City Boundary Maps**

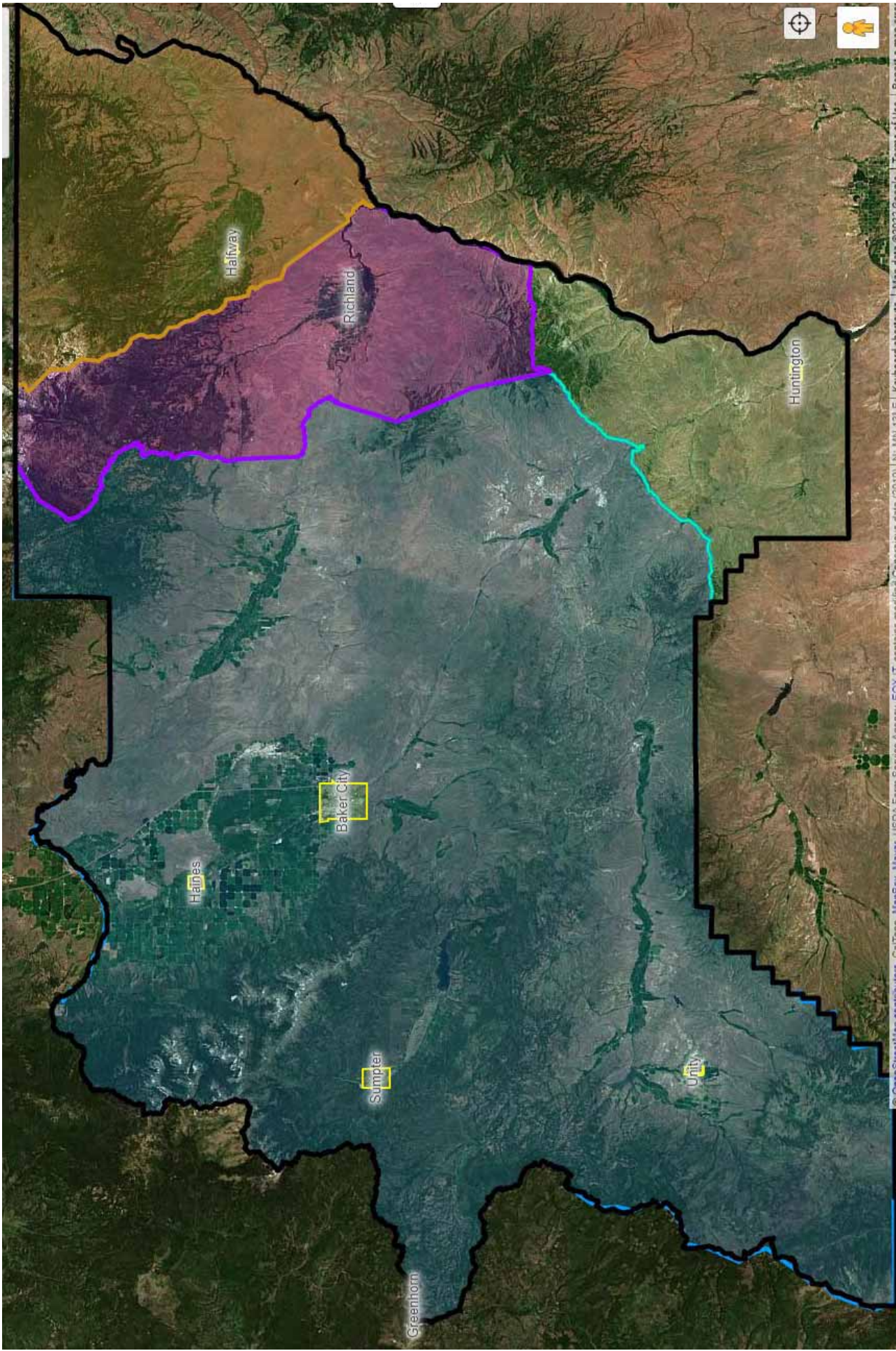


ASAs Within Baker County

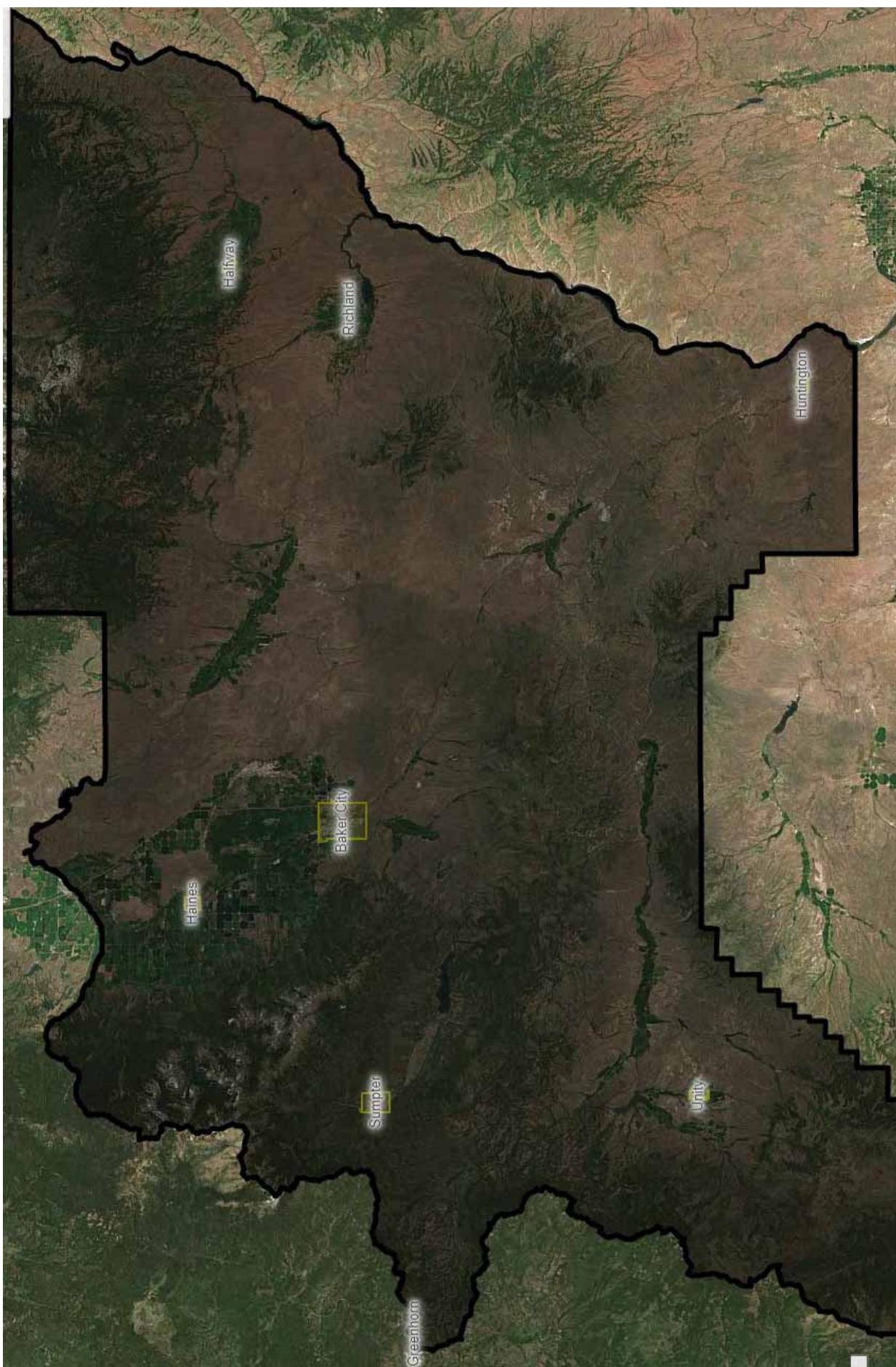
Baker (blue), Eagle Valley (purple), Halfway/Oxbow (orange), Huntington (green)



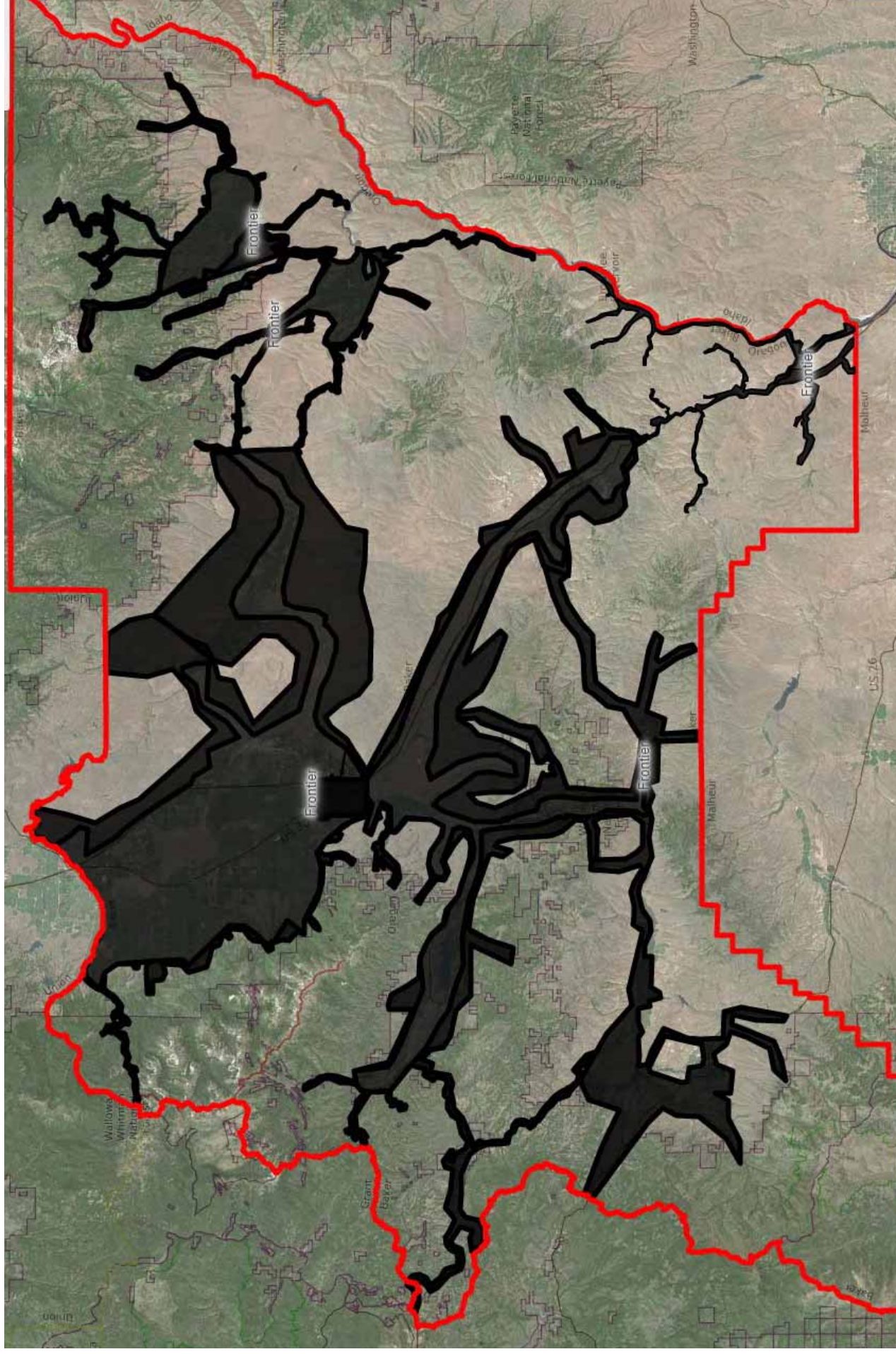
Fire with QRU capacity District (red) / Fire only Districts (orange) in Baker County



Incorporated City Boundaries within Baker County



Baker County 9-1-1 Dispatch Center Boundary



Response Time Zones: Black = Frontier (2 hours or less 90% of the time). Areas outside of black have no established response times.

BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix B

Ambulance Service Provider Information and Licenses

- **Emergency/Non-Emergency Transporting Agencies**
- **Quick Response Unit (QRU) Agency List**
- **Fire Departments/Districts with Extrication Capabilities**

AMBULANCES CARE PROVIDERS; (As of 2022)

1. Emergency Response Transport Air Ambulances (Rotary-wing and Fixed-Wing) :

Life Flight Network – all Ambulance Service Areas

St. Luke's – all Ambulance Service Areas

2. Emergency Response Transport Ground Ambulance Resources: (As of 2022)

Emergency Transporting Ambulance Services

Baker City Fire Department – Baker ASA

Eagle Valley Ambulance – Richland ASA

Halfway/Oxbow Ambulance – Halfway and Oxbow ASA

Vacant – Huntington ASA

3. Fire Departments/Districts with QRU/QRT EMS services associated with Fire services (As of 2021):

Emergency Response Support / Non-Transporting

Baker Rural Fire Protection District

Huntington Fire Department

Keating Fire Protection District

Powder River Fire Protection District

Sumpter Fire Department

Unity-Burnt River Fire Department

4. Non-Emergency/Inter-Facility Transporting (Ground & Air) Ambulance Services (As of 2022):

Ground

Baker City Fire Department – Baker, Richland, Halfway, Oxbow and Huntington ASA's

Med-Transport Incorporated – Baker, Richland, Halfway, Oxbow and Huntington ASA's

Halfway/Oxbow Ambulance – Halfway/Oxbow ASA

Eagle Valley Ambulance – Richland ASA

Air

Life Flight Network

St. Luke's

5. Fire Department/District (Extrication Equipment Capabilities indicated with *)

Baker City Fire Department *

Baker Rural Fire Protection District *

Eagle Valley Fire Protection District *

Greater Bowen Valley Rural Fire Protection District *

Haines Fire Protection District *

Huntington Fire Protection District *

Keating Fire Protection District

Powder River Fire Protection District *

Sumpter Fire Department *

Unity-Burnt River Fire & EMS Department

Ambulance Service Provider Variances



PUBLIC HEALTH DIVISION
EMS and Trauma Systems

John A. Kitzhaber, MD, Governor

Oregon
Health
Authority

800 NE Oregon St. Suite 465
Portland, OR 97232-2162

Voice: 541 548 2206 X 311

Cell: 503 807 5850

FAX: 541 548 6026

<http://public.health.oregon.gov>

donna.r.wilson@state.or.us

October 24, 2014

Terry Schmoe
Halfway-Oxbow Ambulance Service #0105
PO Box 488
Halfway, OR 97834

Dear Mr. Schmoe,

The Oregon Health Authority, Emergency Medical Services Section (Authority) is the state agency responsible for licensing and regulating EMS services and providers in the State of Oregon. ORS 682.204 to 682.991; OAR 333, Division 250 and 255.

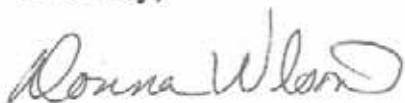
The Authority may, on application from any full volunteer or part volunteer ambulance service, authorize an exception to the two-person requirement as prescribed by ORS 682.068 and OAR 333-255-0070(1), 333-255-0071(1) or 333-255-0072(1) if provisions acceptable to the Authority have been made to assure timely arrival of the two-person crew as required by ORS 682.068 and OAR 333-255-0070(1), 333-255-0071(1) or 333-255-0072(1).

Review of the request made by Halfway-Oxbow Ambulance Service #0105 finds the provisions to be acceptable. Therefore, the Authority grants the exception to OAR 333-255-0070(1), 333-255-0071(1) or 333-255-0072(1).

Please submit copies of your patient care reports for each call exercising this exception within 14 days of the incident. If using Image Trend for your ePCR you may simply send the incident number to via email to OHA Agency Licensing representative.

If the Authority can be of further assistance, please contact me.

Sincerely,

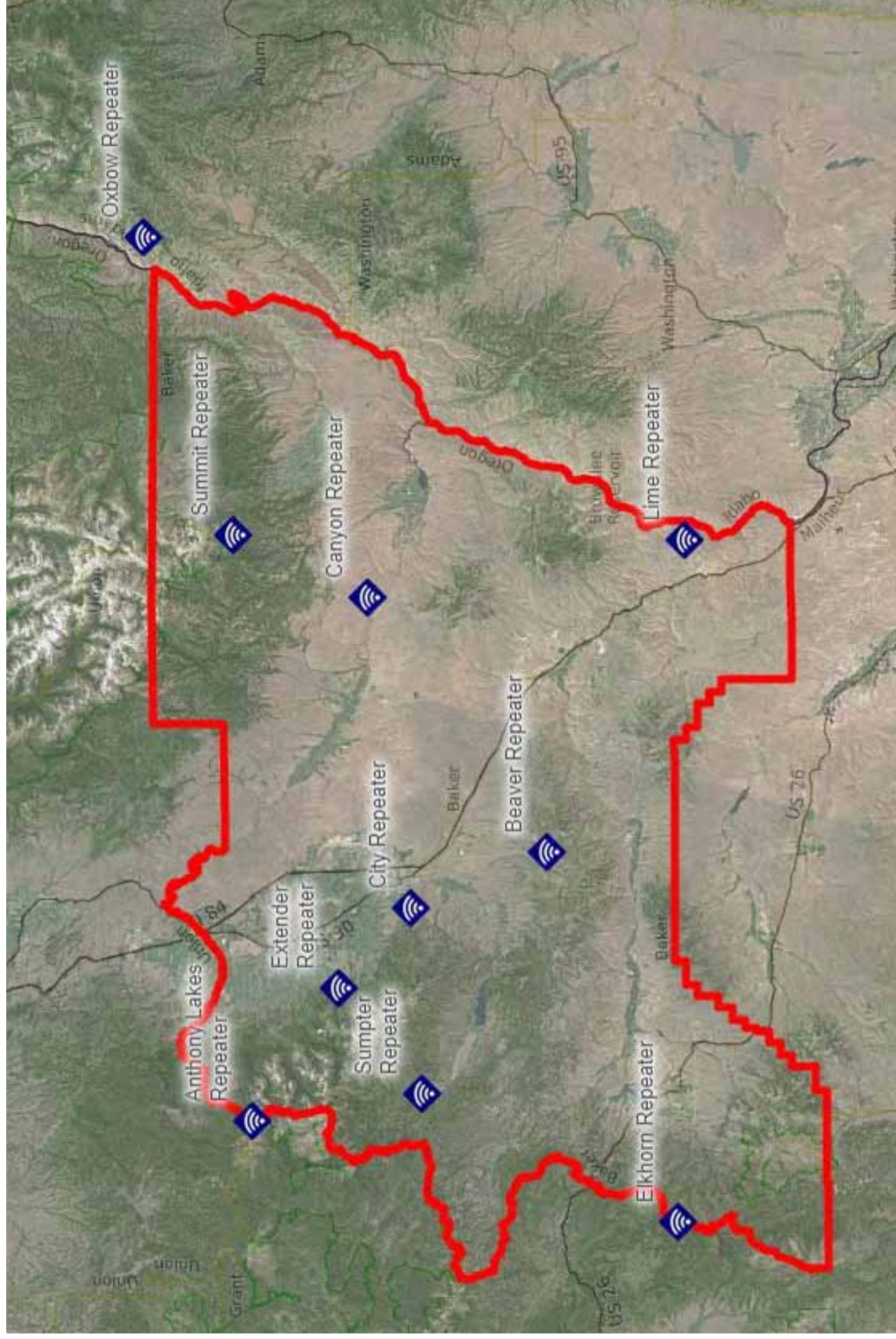
A handwritten signature in cursive script, appearing to read "Donna Wilson".

Donna Wilson
Professional Standards Representative
Oregon Health Authority
EMS & Trauma Section

Cc: file

Baker County Public Safety Radio Repeaters

Radio Channels and Frequency Lists are available to providers from Baker County Dispatch Center



Baker County Public Safety Radio Repeaters

BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix E

Baker County Fire/EMS Mutual Aid Agreement

BAKER COUNTY MUTUAL AID AGREEMENT

An all-hazard approach to prevent, prepare for, response to, and recover from incidents¹

1.0 INTRODUCTION

This Mutual Aid Agreement entered into this 11 day of September 2011, among and between the participating agencies for the purpose of securing periodic and/or temporary emergency assistance for the protection of life, property, and the environment (natural resources).

This Agreement recognizes that the President in Homeland Security Directive (HSPD) 5 directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS). NIMS provides a consistent nationwide approach for Federal, State, local and tribal governments to work together effectively and efficiently to prevent, prepare for, respond to and recover from emergency incidents, regardless of cause, size or complexity.

The National Incident Management System provides a standardized approach for managing personnel, communications, facilities and resources. The Incident Command System (ICS), and all components thereof, have been adopted by resolution (16-FEB 2005), by Baker County Board of Commission to establish this standard during emergency events.

2.0 AUTHORITY

This Agreement is entered into under the authority granted to the parties by their respective charters and/or Oregon Revised Statutes (ORS). Further, ORS 190.010 authorizes units of local government to enter into written agreements with any other units of local government for the purpose of any and all functions and activities that the parties to the Agreement, its officers or agencies, have authority to perform. Additionally, ORS Chapters 453, 476 and 401 authorize the State Fire Marshal and the Director of Oregon Emergency Management to develop comprehensive statewide plans for the protection of life, property, and natural resources during disasters. This Agreement is intended to be consistent with, and supportive of such State contingency plans.

3.0 SCOPE OF AGREEMENT

This Agreement, being in conformance with Oregon Fire Service Mobilization Plan as adopted by the State Fire Marshal, and Oregon Emergency Management Operations Plan as adopted by the Director, shall include mutual assistance, and the operating terms and conditions in support of an all-hazard approach to prevent, prepare for, respond to, and recover from emergency incidents regardless of cause, size or complexity.

¹The Baker County Mutual Aid Agreement is FEB 2005, revised September 2011. G. Throck

3.1 EQUIPMENT AND PERSONNEL. The parties hereto agree to provide to all other parties to this Agreement personnel and equipment as describe during the mutual aid request. Further, the parties hereto recognize and agree that such personnel and equipment may be periodically unavailable under this Agreement due to normal operating requirements, or for other reasons. However, when any significant change occurs to the available equipment and/or personnel, which last more than 30 days, the party experiencing such a change shall notify all other parties to this Agreement.

3.2 COMMITMENT OF TIME. The parties hereto agree to provide to all other parties to this Agreement personnel and/or equipment as described during the mutual aid request for a period of (4) hours. If the mutual aid time-period of agreement comes to an end, and further assistance is required from the requesting agency/department/organization, an agreement must be reached verbally, or in writing, outlining the agreed upon terms of the further assistance. This process shall be considered a Supplemental Agreement. The supplemental agreement process may include specific agreed upon elements such as (hiring requirements, additional hours of work, payment rates, etc.)

3.3 GOOD FAITH. Each of the parties hereto agrees to attempt to furnish the requesting party such assistance, as the requesting party may deem reasonable and necessary to successfully abate an emergency in the requesting party's jurisdiction. Provided, however, that the party to who the request is made shall have, in his or her sole discretion, the ability to refuse request if sending such assistance may lead to an unreasonable reduction in the level of protection within his or her jurisdiction.

3.4 DISPATCHING. It is agreed by the parties hereto that mutual aid assistance, when to be sent, shall be dispatched promptly and that first response by the jurisdiction requesting assistance shall not be a prerequisite to a request for assistance under this agreement. The parties hereto also agree to cooperate in a move-up or dispatch system to provide a quick and adequate response of personnel and/or equipment as a given situation warrants. Further, the parties hereto agree that in unusual situations *requests for assistance may take any reasonable form.*

3.5 SUPERVISION. When personnel and/or equipment are furnished under the Agreement, the agency having incident command responsibility for the incident, shall have overall command of mutual aid personnel and equipments during the period such incident is still in progress. Provided, however, when officers from the requesting jurisdiction have not arrived at the scene of the incident, the commanding officer of the jurisdiction providing mutual aid assistance shall be in command of the incident until relieved. Further, specific direct supervision of individual department/district personnel (compensated or otherwise volunteer) will remain with the supervisors provided by the responding jurisdiction.

3.6 INCIDENT COMMAND SYSTEM. The parties hereto agree that they shall operate in conformance with the National Incident Management System (NIMS), including all components of the Incident Command System (ICS) as referenced in section 1.0 in the Introduction of this Agreement. Such incident management shall include record keeping functions so as to document all activities performed under this agreement including, but not limited to the scope and extent of personnel and/or equipment committed, operating times, expenses, and other costs which, but for the response this Agreement would not have otherwise been incurred. *Local shift tickets (e.g. ODF crew shift tickets) will be used on events for documentation.*

4.0 WAIVERS

4.1 GENERAL WAIVERS. Each party to this Agreement waives all claims against all other parties to this Agreement for compensation for any loss, damage, personal injury, or death occurring to personnel and/or equipment as a consequence of the performance of this agreement.

4.2 HOLD HARMLESS. Any party responding to a request for assistance under this Agreement shall save and hold harmless the requesting party from, and indemnify the requesting party against, any and all third party liability for or on account of any death or injury to person, or damage to property arising out of any action by the personnel of the responding party taken pursuant to the provisions of the Agreement. Each party hereto agrees to obtain liability insurance, or equivalent coverage, covering its activities assumed under this Agreement, to the minimum dollar amounts required under the Oregon Tort Claims Act, (ORS 30.270(1)).

4.3 WORKER'S COMPENSATION. Each party to this Agreement agrees to provide and maintain worker's compensation insurance coverage for each of its employees (compensated, part-time, or volunteer personnel) and recognizes that while incident command supervision will usually be provided by the jurisdiction in which the incident occurs; supervision of employees (compensated, part-time, or volunteer) will be provided by the responding organization. *The intent of this provision is to clearly prevent the creation of "Special Employer" relationships under Oregon Worker's Compensation law.*

5.0 REFUSALS TO PERFORM. Nothing in this Agreement shall be construed to prevent a party to whom a request for assistance is made from refusing to commit personnel and/or equipment to a position or activity in which an unreasonable danger or loss of life or equipment exists. The commanding officer of the party furnishing mutual aid shall be the sole judge of the extent and imminence of such danger.

6.0 TERMINATION. Any party hereto may terminate this Agreement at any time by giving thirty (30) days notice of the intention to do so to any and all other parties. Such notice being sent to the governing body of the other parties and a copy thereof to the Chief/Director of the department of the parties notified.

7.0 EXTRA JURISDICTIONAL OPERATING AUTHORITY. The parties hereto recognize and agree that ORS 190, 453 and 476 extend the powers and authorities of the parties herein beyond their regular jurisdictions when operating under this agreement.

8.0 COST RECOVERY. The parties hereto agree that any cost recovery actions brought by responding jurisdictions under this Agreement against third parties shall be coordinated by the jurisdiction in which the incident giving rise to the response occurred.

9.0 RETIREMENT SYSTEM STATUS/COMPENSATION. The parties hereto recognize and agree that under this Agreement no public employees retirement system benefits accrue. Further, the parties agree that no benefits shall arise for federal Social Security, unemployment insurance, or worker's compensation. All parties agree that financial compensation for personnel and/or equipment will not be supported by this document, but may come as a result of a Supplemental Agreement, or direct hire, upon termination of this Agreement. Upon the establishment of a Supplemental Agreement for assistance, especially with financial compensation for personnel and/or equipment, the signing parties will mutually agree to and document the Agreement terms.

10.0 ASSIGNMENTS/SUBCONTRACTS. The parties hereto recognize and agree not to assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of the parties hereto.

11.0 SUCCESSORS IN INTEREST. The provisions of this Agreement shall be binding upon and inure to the benefit of all other parties to the Agreement and the respective successors and assigns.

12.0 COMPLIANCE WITH GOVERNMENT REGULATIONS. Each party to this Agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this agreement.

12.0 FORCE MAJEURE. No party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, which is beyond the reasonable control of the parties.

13.0 SEVERABILITY. If any provisions of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

15.0 AMENDMENTS. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

16.0 DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. However, any dispute arising under this Agreement shall be arbitrated in accordance with ORS. 190.710 thru 800.

17.0 APPROVAL SIGNATURES.

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

BAKER COUNTY EMERGENCY MANAGEMENT

Department

Date



10/4/11

Fred Warner Jr.
Chair, Baker County Board of Commission

Date



10-04-2011

Mark Bennett, Director Emergency Management
Chief, Fire Division

Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

BAKER CITY FIRE DEPARTMENT

Fire Department

Date



10/20/2011

City Manager

Date



10-20-11

Fire Chief

Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

BAKER RURAL FIRE PROTECTION DISTRICT

Fire District



11/2/11

Board President

Date



11/3/11

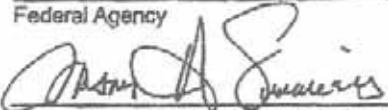
Fire Chief

Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

BUREAU OF LAND MANAGEMENT (BLM)

Federal Agency


Jason Simmons, Vale District, Acting FMO

Date

3/5/12

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

EAGLE VALLEY FIRE PROTECTION DISTRICT

Fire District


Board President

Date

11-4-11


Fire Chief

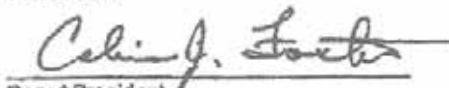
Date

11-24-11

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

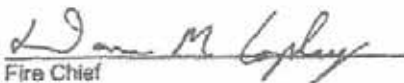
GREATER BOWEN VALLEY FIRE PROTECTION DISTRICT

Fire District


Board President

Date

11-9-11


Fire Chief

Date

11-3-11

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

HAINES FIRE PROTECTION DISTRICT

Fire District


Board President

11-3-2011
Date


Fire Chief

11-3-2011
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

HUNTINGTON FIRE DEPARTMENT

Fire Department


Mayor, or Administrator

11-2-11
Date


Fire Chief

11-2-2011
Date

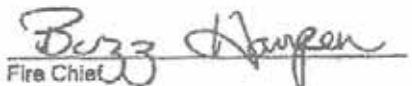
AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

KEATING RURAL FIRE PROTECTION DISTRICT

Fire District


Board President

11-2-11
Date


Fire Chief

11-2-11
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

MEDICAL SPRINGS FIRE PROTECTION DISTRICT

Fire District

Mary Louise Kirth
Board President

12/1/2011
Date

Philip W. Whitely
Fire Chief

12/1/2011
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

NORTH POWDER RURAL FIRE DEPARTMENT

Fire District

Blake / son
Board President

12/1/2011
Date

Sam
Fire Chief

1-20-12
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

OREGON DEPARTMENT OF FORESTRY

State Agency

John Buckman
John Buckman, NEO District Forester

1/5/2012
Date

Joe Hessel
Joe Hessel, NEO District Fire Supervisor, Baker City

1-5-2012
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

PINE VALLEY FIRE PROTECTION DISTRICT

Fire District

Barry DeLente
Board President

12-21-11
Date

Todd Roberts
Administrator, or Chief

12-21-11
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

POWDER RIVER FIRE PROTECTION DISTRICT

Fire District

Steven Boles
Board President

3/13/12
Date

Walter A. Morgan
Fire Chief (Assistant)

3/14/12
Date

AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

SUMPTER FIRE DEPARTMENT

Fire Department

Mayor
Mayor, or Administrator

11/22/11
Date

Tony Anderson
Fire Chief

11/22/11
Date

1.9.2013
Date

**Malheur County Ambulance Service District
Mutual Aid Agreement**

This Agreement is made and entered into by and between the undersigned agencies, hereinafter referred to as parties, all of which are either in or provide service within Malheur County, or are in counties/jurisdictions contiguous to Malheur County.

WHEREAS, the parties maintain and operate emergency medical services for the purpose of providing necessary lifesaving services within their respective service areas; and

WHEREAS, the parties recognize that numerous medical responses or disaster conditions in one party's area could create insufficient resources to allow for the effective and efficient operation of emergency medical services in that area; and

WHEREAS, to accommodate those times when one party is in need of emergency assistance, ambulance providers and first responder agencies agree to furnish personnel and equipment to other parties when requested by competent authority and when personnel and equipment are available to respond; and

WHEREAS, the parties recognize that one party may be more advantageously placed to provide effective emergency medical services in another party's area service area due to distance, road, or weather conditions.

NOW THEREFORE it is agreed as follows:

1. The parties will maintain compatible radio communication capabilities with each other in order to facilitate communications when aid is requested.
2. The parties agree to furnish personnel and equipment when requested by competent authority, provided that the assisting party(ies) has available adequate personnel and equipment to reasonably provide assistance.
3. It is mutually agreed that this Agreement shall not relieve any party of responsibility for emergency medical services within its own area, nor does this Agreement create any right or obligation to third persons by any party which would not exist in absence of this Agreement.
4. It is agreed that this Agreement for mutual aid shall constitute the sole consideration for the performance on any party and that no party shall be obligated to reimbursement for equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at the risk of that party. Each party shall protect its personnel performing under this

Agreement by adequate protective equipment and adequate workers' compensation insurance. Each party shall obtain and maintain in full force and effect adequate professional, general liability and property damage insurance to cover claims for injury to persons or damage to property arising from such party's performance under this Agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance.

5. This Agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each party until terminated or modified. This Agreement may be modified at any time by mutual consent of the parties, and terminated by and for a party upon reasonable notice from the party to the other parties.
6. In the event of a Presidential Disaster Declaration, or invocation of the Conflagration Act, this Agreement shall not preclude or bar providers/parties from claims for, or collection of any type of reimbursement, payment or restitution.
7. Good faith. Each of the parties agree, in good faith, to attempt to furnish assistance to successfully abate an emergency. However, each party may refuse to furnish assistance, in its sole and exclusive discretion, if such assistance would lead to an unreasonable reduction in the level of protection within the party's own service area or jurisdiction.
8. Incident Command System. The parties agree that they shall operate in conformance with the Incident Command System. In the event of a declared emergency or disaster, such incident management shall include record keeping functions so as to document all activities performed under this Agreement, including, but not limited to scope and context of personnel and equipment committed, operating times, out-of-pocket expenses, and other costs which, but for the party's response under this Agreement, would not have otherwise been incurred.
9. General Waiver. Each party agrees to waive all claims against the other parties to this Agreement for compensation for any loss, personal injury, death or equipment and property damage when rendering aid under this Agreement.
10. Hold harmless. Each party responding to a request for assistance under this Agreement shall save, hold harmless and indemnify, all other parties from any and all liability, claims, personal injuries, death and damage to property arising out of the responding parties' actions or activities performed under this Agreement. The parties acknowledge that liability may be limited and subject to the limits/caps for local public bodies under the Oregon Tort Claims Act, Oregon Constitution or Idaho Tort Claims Act, as applicable.

12. Workers' compensation. Each party to this Agreement will provide workers' compensation to cover each of its employees, and recognizes that although overall incident command supervision will usually be provided by the jurisdiction in which the incident occurs, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of "special employer" relationships under Oregon worker compensation laws.
13. Medical direction. All EMS agencies, providers and parties providing mutual aid outside of its assigned service area, will perform medical treatment using the pre-hospital patient care protocols issued and approved by their own Medical Director. In no case will an EMS provider exceed the scope of practice authorized by their own protocols, or as approved by state statute or licenses in the State receiving assistance.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day set opposite the respective signature of each; said execution having been authorized in accordance with law and by each agencies' governing body or board.

PARTIES:

Signature	Title	date
Print Name of agency:		
Address of agency:		

Signature	Title	date
Print Name of agency:		
Address of agency:		

Signature	Title	date
Print name of agency:		
Address of agency:		

BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix F

Ordinance No. 2022-02

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

BAKER COUNTY, OREGON

In the Matter of Amending the	)	
Baker County Ambulance	)	ORDINANCE NO. 2022-02
Service Area Plan;	)	
Regulating Ambulance	)	
Service Providers	)	

WHEREAS, state law requires Baker County to develop and adopt a plan for the county relating to the need for and coordination of ambulance services and to establish Ambulance Service Areas (ASAs) consistent with the Plan, pursuant to ORS 682.062, ORS 682.063 and OAR 333-260-0000 to 333-260-0070; and

WHEREAS, Baker County Commissioners previously certified the Baker County Ambulance Service Area Plan (ASA Plan) on (date) October 17, 2018; and

WHEREAS, it is recognized that amendments and updates are needed for the most efficient operation of the ASA Plan and to take into consideration changing needs of the community; and

WHEREAS, Baker County has consulted with each person and entity that has notified the county in writing of their desire to be consulted prior to the adoption or amendment of a county plan for ambulance services, as required by ORS 682.062(2);

NOW, THEREFORE,

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

SECTION 1. TITLE.

This ordinance shall be known as the "Baker County Ambulance Service Ordinance," Ordinance No. 2022-02. Exhibit "A," known as the Baker County Ambulance Service Area Plan, is attached and incorporated herein by reference.

SECTION 2. AUTHORITY.

This ordinance is adopted pursuant to ORS 203.035, ORS 682.031 and ORS 682.062.

SECTION 3. PURPOSE AND POLICY.

The purposes of this Ordinance are to (1.) acknowledge and adopt Ambulance Service Area Plan (ASA Plan) amendments that will improve clarity and service delivery for pre-hospital patients, (2.) improve clarity for service providers and provider applicants; (3) ensure accurate

references to statutes and administrative rules; (4) correct clerical or typographical errors in the ASA Plan; (5) adopt a format that will improve efficient administration and enforcement of the Ordinance and ASA Plan.

This Ordinance, together with the adopted Baker County Ambulance Service Area Plan, attached as Exhibit "A," make up the complete plan for ambulance services for Baker County, which establishes methods for creating and modifying Ambulance Service Areas (ASAs), establishes methods for selecting ambulance service providers for each ASA, and establishes the Ambulance Service Area Advisory Committee.

SECTION 4. DEFINITIONS.

1. All words and phrases used in this Ordinance shall have the meaning provided in the Plan, attached as Exhibit "A", as provided in ORS Chapter 682 and OAR Chapter 333, unless specifically defined in this Section to have a different meaning. The term "this Ordinance" shall be deemed to include all amendments hereafter made to this Ordinance.
2. Other specific definitions include:
 - a. Administrator. Baker County Emergency Management Director or other person designated by the Board of Commissioners to administer this Ordinance.
 - b. Ambulance Service. A person, governmental unit or other entity that operates ambulances and that holds itself out as providing prehospital care or medical transportation to persons who are ill or injured or who have disabilities.
 - c. Ambulance Service Area. A geographic area which is served by one emergency ambulance service provider, and may include all or a portion of a county, or all or portions of two or more contiguous counties.
 - d. Assignment. Formal selection by the Board to provide ambulance services to a specified ASA, memorialized in writing such writing signed by the Board and service provider.
 - e. Board. The Board of County Commissioners for Baker County.
 - f. Committee. The Ambulance Service Area Advisory Committee, or the ASA Advisory Committee, created pursuant to the Baker County Ambulance Service Plan and this Ordinance.
 - g. Person. Includes individuals, corporations, associations, firms, partnerships and special districts formed and existing pursuant to Oregon Revised Statutes.

SECTION 5. EXEMPTIONS.

This Ordinances shall not apply to:

1. Ambulances owned by or operated under the control of the U.S. Government or the State of Oregon.

2. Vehicles being used to render temporary assistance in the case of a major catastrophe or emergency with which the ambulance services of the surrounding locality are unable to cope, or when directed to be used or render temporary assistance by an official at the scene of an accident.
3. Vehicles operating solely on private property or within the confines of institutional grounds, whether or not the incident crossing of any public street road or highway through the property or grounds is involved.
4. Ambulances or vehicles transporting patients from outside the County to a health care facility within the County, or which are passing through without a destination in the County.
5. Air ambulances (aircraft utilized as an ambulance) and marine ambulances (marine craft utilized as an ambulance).
6. Any person who drives or attends an individual who is ill or injured or who has a disability if the individual is transported in a vehicle exempted by this section.
7. Ambulance services that are located outside of the county, which may come into the county for the purpose of fulfilling service agreements or specialty transportation needs, provided the services are currently identified and on file with the Administrator. The Administrator and/or the Ambulance Service Area Advisory Committee may request and review copies of these service agreements.

SECTION 6. ADMINISTRATION.

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

SECTION 7. AMBULANCE SERVICE AREAS.

The Board adopts the Ambulance Service Areas (ASAs) as described in the Baker County Ambulance Service Area Plan. The Board may change the number and/or boundaries of the ASAs by amendment to the ASA Plan, by adoption of a new ASA Plan, or separately by adoption of an order to that effect. Pursuant to an Intergovernmental Agreement and for

administrative convenience, the Board may authorize another County or Counties to award and administer an ambulance service assignment(s) within portions of Baker County, and/or accept authority from another County or Counties to award and administer an ambulance service assignment(s) in portions of other such County or Counties.

SECTION 8. AMBULANCE SERVICE PROVIDERS REGULATED.

No person shall provide ambulance service in Baker County unless such person is formally assigned to an ASA by Baker County Board of Commissioners and has entered into a personal service contract or agreement with Baker County in accordance with the provisions of this Ordinance, except as provided in Section 5., above.

SECTION 9. APPLICATION FOR AMBULANCE SERVICE ASSIGNMENT AND REQUEST FOR PROPOSALS

1. When a letter of interest is received by the Administrator from an ambulance service provider, the Administrator may open the process for selection of a provider, if the ASA assignment for non-emergency coverage is needed.
2. In the event that the decision is made not to continue a renewable personal services contract with a current ASA provider, or when the County has been notified of an ambulance service provider's intent to vacate the ASA assignment, the County shall open a process for selection of a new provider in compliance with Baker County's Public Contracting Resolution, Res. No. 2005-1027 (Public Contracting Resolution), and any amendments thereto. At that time, any provider may apply for assignment to an ASA by submitting a proposal utilizing the appropriate format and process set forth in the County's Request for Proposal (RFP), or other solicitation documents prepared for such purpose.
3. Prior to the termination of the current personal services contract or agreement with a provider assigned to an ASA for emergency transport services, the ASA will be reassigned according to the following procedure:
 - a. The Administrator will prepare for Board approval a RFP, or other solicitation document in compliance with the County's Public Contracting Resolution; and a process for evaluating the proposals that will be submitted in response to the RFP or solicitation document.
 - b. The RFP or solicitation document will be subject to Board approval and will describe or require:
 - i. Minimum credential requirements in order to qualify;
 - ii. Performance standards and remedies/penalties for breach of performance standards, as outlined in the ASA Plan;
 - iii. Proposal evaluation process;

iv. Submission of information or minimum standards on the following subjects:

1. Organizational structure of proposer.
2. Proof of financial ability to operate, including an operating budget or financial statement. Private companies must provide a profit and loss statement, in addition to the above materials. Other appropriate financial information, such as income tax returns or reports by governmental authorities shall be submitted upon request.
3. Proof of insurance
 - a. Adequate to protect the person or entity, and the County, its officers, agents and employees.
 - b. A certificate or certificates of insurance which names Baker County, its officers, agents and employees, as additional insureds and shall be accompanied by one or more additional insured endorsements. The certificates of insurance shall include a statement by the insurer that the County shall be given no less than thirty (30) days advance written notice if the policy is going to expire, be terminated or cancelled or modified in any material way. If the applicant is granted an assignment of an Ambulance Service Area under this Ordinance, the applicant shall notify the County immediately upon notice to the applicant that any insurance coverage required by this paragraph will be canceled, not renewed or changed to make the coverage no longer meet the minimum requirements of this Ordinance.
 - c. Coverage shall be carried for the duration of the applicable statute of repose in Oregon.
4. Workforce to be used in providing ambulance service and their current Emergency Medical Technician certificate number or other appropriate certification, as well as compensation.
5. Prior experience properly providing services equivalent in quantity and quality, and references if requested.
6. Equipment and vehicles including year, make and model, and verification that each vehicle is certified as a basic life support, intermediate life support and/or advanced life support vehicle by the State of Oregon.
7. Coverage plan for the ASA(s) to be assigned
8. A statement as to whether or not the person or agency will subcontract for any service to be provided. If some service will be provided by subcontract, a copy of the subcontract shall be provided.

9. Rate for service (price), if any.
10. Proof of compliance with the terms and conditions of the ASA Plan and applicable County ordinances, in the form of a narrative summary.
- v. Submission of a description of how the provider intends to integrate services with first responder agencies and other EMS components;
- vi. Other standards or requirements as determined by the Board and Administrator

SECTION 10. EVALUATING PROPOSALS

The Board will evaluate proposals submitted, utilizing such staff or independent assistance as the Board determines to be advisable. If the Board determines that it is in the public interest, it will issue a personal service contract or agreement to the provider submitting the best overall proposal. The personal service contract or agreement will include the assignment of the successful provider to the ASA, with the exclusive right to provide emergency ambulance service within the ASA. The assignment may or may not include exclusive rights to nonemergency services.

The County shall reserve the right to negotiate more favorable terms with proposers, as deemed to be in the public interest. The term, conditions and requirements of the personal service contract shall be as requested in the RFP and as offered in the provider's proposal, unless negotiated terms with the successful proposer are in writing and agreed upon by both parties.

SECTION 11. EXISTING AMBULANCE SERVICE PROVIDERS

Nothing in this Ordinance shall act as a revocation of an assignment to any Baker County ASA granted prior to the effective date of this Ordinance, or any amendment to this Ordinance, except pursuant to Section V(j) Quality Assurance., of the ASA Plan, attached as Exhibit "A."

SECTION 12. EARLY DISCONTINUANCE OF SERVICE BY ASSIGNED PROVIDER

1. If an ambulance service provider alerts the County of its intent to discontinue services before the expiration of the personal service contract or agreement, the Board or the Administrator shall open the application process described in Section 9., above.
2. The Administrator shall develop a plan for coverage of all ASAs, using existing service providers and/or other resources as available to provide ambulance service in every Baker County ASA.
3. In the case of early discontinuance, the Administrator may issue a temporary assignment valid for a stated period not to exceed six (6) months, entitling a person to provide

ambulance service in all or part of an ASA. In such case, the Administrator shall alert the Board as to the need for the temporary assignment.

ADOPTED BY THE BAKER COUNTY BOARD OF COMMISSIONERS
on this 27th day of April, 2022.

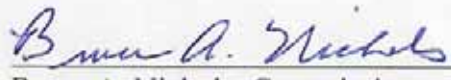
BAKER COUNTY BOARD OF COMMISSIONERS:



William Harvey, Commission Chair

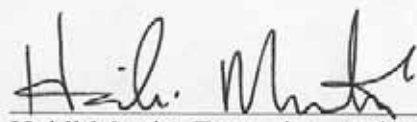


Mark E. Bennett, Commissioner



Bruce A. Nichols, Commissioner

Attest:



Heidi Martin, Executive Assistant

BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix G

Ambulance Service Area Plan Administration

Baker County Emergency Management will coordinate review, revision and re-promulgation of this plan every (5) years with the Baker County Board of Commissioners, in conjunction with any participation from the Baker County Ambulance Service Area (ASA) Committee when appointed and appropriate, or whenever changes occur, such as to incorporate lessons-learned from exercises or actual events. Changes to the annexes and appendices, and non-substantive changes to the Basic Plan may be made by the Emergency Manager without formal Commission Board approval.

RECORD OF PLAN CHANGES

All updates and revisions to the plan will be tracked and recorded in the following table. This process will ensure that the most recent version of the plan is available for review and implemented by emergency response personnel.

Date	Change No.	Organization	Summary of Changes
OCT-10, 2018	001	OHA	Oregon Health Authority Approved Baker County ASA Plan OCT-10, 2018
OCT-17, 2018	002	Baker County Board of Commission	Baker County Board of Commissioners Adopted the Baker County ASA Plan OCT-17, 2018 Next Review OCT 2023
		Baker County Dispatch Center	System Response Boundary clarifications/updates for County Fire and EMS Response
		BCFD/Huntington Fire Department	Clarification/Modification of Durkee Area for EMS Response: Shirttail Area added to Baker ASA
OCT-31, 2019	005	BCEM	Non-Substantive Changes to Basic Plan: Formatting/Spelling Errors/(Map Labeling/Appendix?)

