

Baker City



RFP Response – June 3, 2022

RFP number: 2022-02 – Pre-Hospital Care Emergency Medical Ambulance Services for the Baker ASA

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

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

From: June 3, 2022
Baker City
1655 First Street
Baker City, OR 97814
541-524-2040
Jonathan Cannon – City Manager

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_____ 06/03/2022

Introduction

INTRODUCTION

Baker City is the current provider for pre-hospital care emergency medical ambulance services (ambulance services) in the Baker ASA within Baker County. Baker City has been the provider since approximately 1936. Many changes have occurred in the field of ambulance services and Baker City has adjusted to meet the changes. Baker City provides a reputable service that citizens appreciate and recognize. Baker County reviewed RFP Number: 2022-02 – Pre-Hospital Care Emergency Medical Ambulance Services for the Baker ASA. Baker City acknowledges that our current operations and ambulance services do not meet the literal requirements and standards of the RFP, Baker ASA, and Ordinance 2022-02. Baker City does meet the intent of the documents by providing a quality service.

This response to the RFP will provide two scenarios for providing service within the Baker ASA. Scenario 1 will demonstrate a continuation of the quality of service currently in place and operating within the Baker ASA. Scenario 2 will demonstrate a substantial effort to meet the literal requirements of the RFP.

In each scenario, there are requirements of the proposals which Baker City proposes exceptions or variations to the requirements of the RFP, Baker ASA, and Ordinance 2022-02. Baker City recognizes that Baker County clearly states in all three documents it reserves the right to negotiate all or any part of the proposals for service. Baker City makes it known that certain requested exceptions and variances as noted herein are non-negotiable by Baker City. If Baker County wishes to negotiate any exceptions or variances declared non-negotiable by Baker City then Baker City will proceed to vacate the Baker ASA as it previously notified Baker County on March 22, 2022.

Additionally, Baker City requires, if selected as the provider, Baker County to agree to execute a contract no later than August 8, 2022. If Baker City and Baker County are not able to execute a contract within this timeframe, Baker City will notify the County of its intent to proceed with vacating the Baker ASA on September 30, 2022.

This response to the RFP does not include any response to the Huntington ASA. Baker City is unable to provide services for Huntington. Baker City will not submit to a redraw of the Baker ASA boundary to incorporate Huntington.

Scenario 1 – “As is” - Proposal Requirements Response – Section 3.2 A-G

RESPONSE – A. Vendor Personnel, Equipment, and Service Requirements

Vendor Personnel - Baker City will supply ambulance services through the Baker City Fire Department. The current staffing model includes 18 personnel. Baker City currently has 15 career personnel positions. The breakdown in personnel is as follows:

- **Fire Chief** (¾ time). The Fire Chief is the chief officer managing all department operations and overseeing budget expenditures. The Fire Chief is also available on a last-out basis to respond to pre-hospital care emergency medical ambulance services (ambulance services).
- **Administrative Assistant** (part-time). The administrative assistant works directly for and under the fire chief. The position assists in preparing required reports for the Fire Department and the Fire Chief. As required the position will assist the Fire Chief and EMS Supervisor in the collection of report data and preparation of pre-hospital care emergency medical ambulance services reports. The position assists in the preparation of grants and grant reports.
- **Ambulance Billing Technician** (part-time). The ambulance billing technician is located in the Baker City Finance department. The position ensures ambulance billing is completed promptly and collections are presented to the third-party collections.
- **Career Personnel** (full-time). Fifteen career personnel provide dual role fire and ambulance services for the department. Career personnel include Division Chiefs, Lieutenants, and firefighters with an approximate mix of two-thirds Paramedics and one-third EMT-Intermediates. All career personnel are firefighters and actively respond to fire incidents. It is expected the current trend of annual increases in call volume will continue. During Year two of the contract, Baker City will increase Career Personnel from fifteen to eighteen. The increase will include additional firefighters. The same approximate mix of firefighters and paramedics will be maintained.
- **Part-Time Personnel** (part-time). Baker City strives to constantly recruit part-time personnel. Most are not paramedics or EMT certified. Baker City will continue to recruit part-time personnel. Baker City will focus on recruiting EMS-certified personnel. Baker City will also provide training to assist and encourage all part-time personnel to become EMS certified.

Career personnel includes some staff with more than 10 years of experience in Baker City. All staff members available to respond to ambulance service calls have active certifications and receive training consistent with state law. Baker City further requires in-house training for new hires to understand the policies and practices within the Baker City Fire Department.

Baker City advertises locally and across the state of Oregon to fill positions for ambulance services. Baker City seeks personnel who already have the necessary certifications to reduce the time for new hires to become contributing staff members.

New fire department personnel that are assigned to EMS roles in the Baker ASA are placed on a probationary period of one year and are closely supervised by the shift Lieutenant. The shift Lieutenant is a senior member of the department who provides mentorship and on-the-job training to new personnel. As part of this professional development, new personnel receive

performance evaluations for each shift worked to highlight strengths and create improvement plans. New personnel are assigned to an ambulance as a third person for a period of 30 to 60 days except during staffing shortages. Before being assigned to an ambulance as the second crew member, new personnel are required to pass an evaluation to validate core competencies.

Our existing personnel bring experience providing emergency medical services in Baker County. They all live in Baker County. They are also familiar with the streets, roads, rural trails, recreational sites, and Forest Service roads.

Supervision of EMS personnel for the Baker City fire department, serving the Baker ASA is accomplished through the fire department paramilitary structure. The EMS personnel receive line supervision from lieutenants and the Division Chiefs, and on larger incidents, or as needed, the Fire Chief. The minimum supervisory staff is one officer 24/7, with the chief officer either on-duty or on-call 24/7.

Equipment and Service Requirements - Baker City has three operational and outfitted Advanced Life Support (ALS) ambulances (see attached chart). Two of the three ambulances will be staffed 24/7 utilizing the above-mentioned career personnel. Each ambulance will include at least one paramedic and EMT-Intermediate at all times. The third will be staffed likewise when staffing is available. The third ambulance will be primarily utilized whenever either of the first two ambulances are inoperable or out of the Baker ASA. It will also be utilized for events standby and non-emergency transfer services.

In year one of the contract, Baker City will place an order for a new ALS ambulance to replace a fourth ambulance owned by Baker City that is not currently outfitted or fit to provide ambulance services regularly. This ambulance is a backup for the first three. It is anticipated with increasing call volume, this ambulance will begin in year three of the contract to fill the role of the third ambulance as the third ambulance will begin receiving demand for emergency transport services. Baker City does not intend to utilize the ambulances for inter-facility transport services except for rare, extreme, and unusual instances.

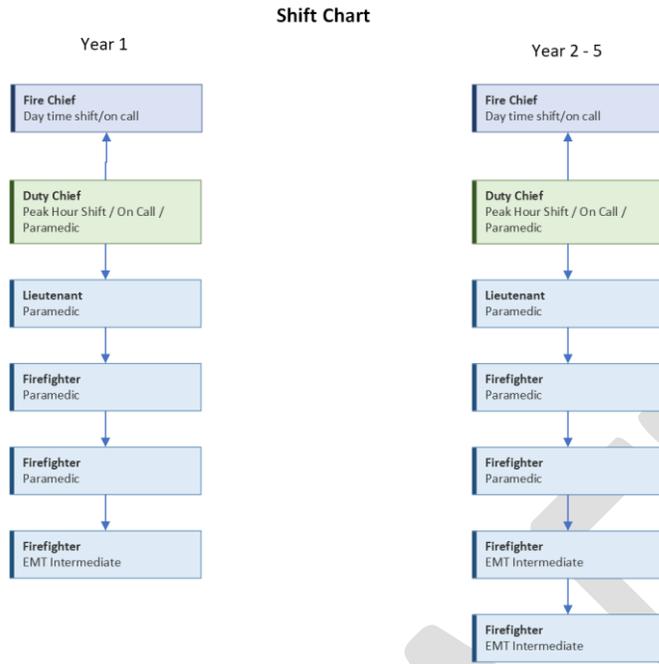
During year three and five of the contract, Baker City will place orders for additional ALS ambulances to replace the remaining two ambulances in the fire department fleet. These orders are necessary to ensure a proper rotation of ALS ambulances to meet the increasing demand for service. It is anticipated two of the ambulances will be utilized daily in the beginning and by the end of year five of the contract, three of the ambulances will be in use daily, with the fourth operating in some capacity weekly.

All ambulances will be routinely serviced by the Baker City Public Works Department. They will also be inspected and serviced as needed by a certified NFPA certified technician located in the Boise metro area.

Baker City Ambulances

| Baker City Ambulances | | |
|-------------------------------|---------------------------------|---------------------------------|
| 2021 Road Rescue Type 1 | 2012 Wheeled Coach Type 1 | 2012 Life-Line Type 1 |
| Mounted to a Ram 4500 Chassis | Mounted to a Ford F-450 Chassis | Mounted to a Ford F-450 Chassis |

Coverage Plan - Baker City is unable to comply with the requirements of the RFP Attachment A2 #8. Baker City operates a 24/48 hour shift.



The city rotates three crews to cover the shifts. Five personnel are assigned to each 24-hour shift and respond to calls. Four of the personnel are located in the station for the entire 24-hour shift. They respond with the first-out ambulance. The Division Chief is assigned to the shift and works a 40-hour week during peak call volume hours. During their regular workday, they perform managerial tasks, training, office duties, and other assigned responsibilities by the Fire Chief. They respond to call back as needed to provide ambulance services. After-hours the Division Chief is on-call with a mandatory callback as needed. They provide station coverage and respond to second-out ambulance

calls when other staff members are sick or on vacation. They also respond to all fire calls. During the day (peak hours) two additional Division Chiefs and the Fire Chief are available to respond to calls as necessary. In year 2, an additional firefighter/EMT Intermediate will be added to each shift to provide adequate coverage for the continuing increase in call volume.

Technology and Equipment – Baker City currently works with the Baker County Dispatch Center to ensure all radios in operation are programmed to the Center’s frequencies as well as all mutual aid partners, State, and Federal interoperability frequencies. Baker City regularly communicates with all agencies in the area utilizing the current technology. Baker City maintains and replaces inoperable radios and equipment as necessary to maintain the required technological communication in every ambulance. Baker City radios include mobile units via UHF/VHF mobile and portable radios using designated Fire and Police frequencies and are anticipated to be capable of handling frequencies designated by the Emergency Medical Director.

Baker City radios are programmed to the HEAR channel which is utilized by the hospital for patient conditions during transport. This ensures a direct two-way communication is operational between the ambulances and the emergency room.

Baker City requires a portable cellular telephone carried in the three operable ambulances.

Any additional ambulances added to the fleet will be required by Baker City to fully comply with the provisions within this section Technology and Equipment and will also carry a portable cellular telephone.

| Existing Ambulances | Medic 2420 | Medic 2422 | Medic 2421 |
|---------------------|---------------------|---------------------|-----------------------|
| Radio in Cab | Kenwood TK 7360 Cab | Kenwood TK 7160 Cab | Kenwood TK 7060HG Cab |
| Patient | Kenwood TK | Kenwood TK | Kenwood TK |

| | | | |
|-----------------------------|--|--|--|
| Compartment Radio | 7060HG Patient Compartment | 7060HG Patient Compartment | 7060HG Patient Compartment |
| Portable Cellular Telephone | Cellular- 4g Sonim XP3 Verizon Network | Cellular- 4G Sonim XP3 Verizon Network | Cellular- 4G Sonim XP3 Verizon Network |

Mutual Aid and Regional Support – Baker City has a state-approved Mass Casualty Incident (MCI) policy and Standard Operating Guideline (SOG) in place, which includes the Baker ASA. Additionally, the Baker City Fire Department participates in MCI support for all other ASA’s in Baker County.

BCFD has strong ties with regional and statewide public safety organizations and is a regular participant in interagency response and system improvement initiatives. Personnel from the BCFD, The Association of Fire Chiefs, and District 13 Fire Training. The BCFD has both EMS mutual aid agreements with all ambulance service agencies in Baker County, as well as fire mutual aid agreements with all Baker County fire departments and North Powder Fire.

Baker City owns trailers used for training fire personnel. These trailers were purchased on a grant and are available to other agencies for training purposes as defined by the grant.

Plan to Meet Response Times and Requirements – The Baker City Fire Department currently provides a significantly faster response time than the response time requirements identified in this RFP. This is accomplished by available staff being on shift and located in the Baker City Fire Department station centrally located on 2nd Street. Dispatched incidents are broadcast throughout the station and monitored by supervising personnel to ensure personnel responds immediately. Ambulances, equipment, and medical supplies are located and kept ready at the same station so personnel can quickly restock and resupply as may be necessary between calls and at the start of each shift. Personnel have sleeping quarters at the station to ensure they are available for nighttime calls and can respond without delay. If awarded the contract BCFD would continue to optimize response times to ensure minimum response times, as identified in the RFP, are met. Response times are reviewed every month and individual responses are reviewed as part of routine quality control and incident investigations.

BCFD will maintain personnel and ambulances as provided in this RFP response to ensure applicable response times are met. BCFD will continue to monitor response times and make staffing coverage adjustments as necessary if incident response times fall below RFP requirements. In all cases, BCFD will be proactive in identifying operational means and methods to provide continual improvement in response time strategies.

BCFD will respond with an ambulance to all structure fires and all ice and water rescues within the Baker ASA when dispatched.

Garaging of Vehicles – Baker City has space to garage three ambulances. The remaining ambulance(s) are parked outside. The ambulances parked outside are connected to electrical power to maintain necessary equipment charges and temperature parameters. The facility provides three ambulance bays connected to living quarters equipped with climate controls, including offices, bathrooms (male and female), kitchen, day room, fitness room, and training room, as well as adequate storage and medical decontamination facilities.

RESPONSE – B. Support for County and Community

Emergency Management – Baker City is integrated into Baker County’s Incident Command System. BCFD works closely with County agencies providing response coverage to law enforcement incidents, search and rescue operations, severe weather events, and other emergency-related events.

The Baker City Fire Chief is in constant communication with the Emergency Management Director for Baker County.

Community Support – Baker City currently provides American Heart Association CPR, AED, and first aid training for community members and businesses at cost (participants pay for certification materials only). The BCFD provides injury and fire prevention safety programs at no cost to residents and visitors. The BCFD maintains an open door policy at the fire station. At the counter and by phone the BCFD frequently fields calls related to smoke detectors, carbon monoxide detectors, answers fire-related questions, and provides other fire prevention education.

The BCFD provides EMS continuing education classes, fire training classes, and related emergency services training at no cost to rural fire departments, QRUs, and first response agencies.

Special Event Services – Baker City is prepared to make available as staffing and call volume allow, 1 ALS ambulance and 2 personnel including 1 EMT Intermediate and 1 paramedic for Special Events like unusual natural phenomena, emergencies, or political gatherings. This allowance will be provided at no cost to the county for up to 6 - 1 day events selected by the Emergency Management Director. Special events above the allocated amount will be charged to Baker County as provided on the Baker City Schedule of Fees. Baker City requires one-week advance notification to plan for the events. If during any event, ambulance services or fire incidents are dispatched elsewhere in the county that requires the use of that personnel, they will leave the special event to provide the dispatched service.

Any special event that is required by insurance to have standby ambulance services, will be charged and billed at the current rate(s) listed on the Baker City schedule of fees. Special events such as festivals, Miners Jubilee, parades, or events hosted by Baker County or municipalities other than Baker City will be covered as dispatched for emergency incidents and standby service will be paid for by the event host or Baker County. Special Events hosted by Baker City will not count towards the allowance. Special Events requesting ambulance services and paid for by the event organizer and not Baker county will not count toward the allowance.

RESPONSE – C. Rates

Service Recipient Rates – The City Council of Baker City annually approves a resolution setting forth fees. The Resolution includes all fees charged by Baker City. The following chart is an extract of the resolution. Baker City will notify Baker County as prescribed in the RFP of any changes to the schedule of fees as it relates to the recipient of ambulance services.

RESOLUTION NO. 3899 - Extract

| FIRE DEPARTMENT FEES | AUTHORITY | FEE AMOUNT | FEE AMOUNT |
|--|--------------|---|---|
| CPR Certification Course | State Law | \$60.00 | \$60.00 |
| Burn permit - 7 days | Ord. 3302 | No Charge | No Charge |
| Burn permit - annual | Ord. 3302 | No Charge | No Charge |
| Fire department report fee | State Law | \$20.00 per hour or portion thereof plus \$0.25 per page | \$20.00 per hour or portion thereof plus \$0.25 per page |
| Medical/HIPPA report fee | State Law | \$25.00 per hour or portion thereof plus \$0.25 per page | \$25.00 per hour or portion thereof plus \$0.25 per page |
| Medical unit & EMT standby per hour | Ord. 3297 | Medical unit \$100 per hr or portion thereof + actual labor costs | ALS Medical Unit \$175.00/hour, including labor for 1 Paramedic & 1 EMT |
| Additional mileage charge if outside City limits | Ord. 3297 | \$22.00 per mile | \$22.00 per mile |
| Firemed Rates: | | | |
| Ground transport annual membership | Ord. 3297 | \$50.00 | \$50.00 |
| Ambulance Rates: | | | |
| Baker City resident rate - basic life support (BLS) transport | Ord. 3297 | \$1,079.00 | \$1,079.00 |
| Baker City resident rate - advanced life support (ALS) transport | Ord. 3297 | \$1,550.00 | \$1,550.00 |
| Non-resident rate - basic life support (BLS) transport | Ord. 3297 | \$2,144.00 | \$2,144.00 |
| Non-resident rate - advanced life support (ALS) transport | Ord. 3297 | \$2,550.00 | \$2,550.00 |
| Mileage charge | Ord. 3297 | \$22.00 per mile | \$22.00 per mile |
| Extraction charge | Ord. 3297 | \$300.00 | \$300.00 |
| Waiting time charge per hour or portion thereof | Ord. 3297 | \$100.00 per hour or portion thereof + actual costs | \$100.00 per hour or portion thereof + actual costs |
| IV | Ord. 3297 | \$125.00 | \$125.00 |
| Oxygen | Ord. 3297 | \$35.00 per hour | \$35.00 per hour |
| Medication - 4 or less | Ord. 3297 | \$50.00 per each medication | \$50.00 per each medication |
| Medication - 5 or more | Ord. 3297 | \$75.00 per each medication over 4 | \$75.00 per each medication over 4 |
| Disposable supplies - BLS | Ord. 3297 | \$100.00 | \$100.00 |
| Disposable supplies - ALS | Ord. 3297 | \$150.00 | \$150.00 |
| Lift assistance (commercial only) | Ord. 3297 | \$100.00 | \$100.00 |
| Extra attendant (EMT) if medically necessary during transport | Ord. 3297 | \$150.00 | \$150.00 |
| Response in conjunction with a non-contracted air ambulance; ALS Intercept; or treat and release (per policy) | | | |
| City resident | City Charter | \$350.00 | \$350.00 |
| Non resident | City Charter | \$625.00 | \$625.00 |

RESPONSE – D. Reimbursement of System Services

County Reimbursements – Baker City currently contributes annually to Baker County to support the Baker County Consolidated Dispatch Center. The contribution is per an interlocal government agreement between Baker City and the Baker County Consolidated Dispatch Center. The reimbursements include dispatch and records management services for the Baker City Police Department. It also includes dispatch services for the ambulance service in the Baker ASA.

RESPONSE – E. Fee for Service

Fee for Service required from Baker County – Each municipality located within the Baker ASA includes property owners that pay county taxes proportionally equal to property owners living outside of municipal limits. The Fee for Service provided herein recognizes that all county taxpayers both inside and outside municipal limits provide revenues to Baker County and expect Baker County to utilize those funds for all County citizens whether inside or outside a municipal limit.

Baker City will require the following non-negotiable amounts from Baker County for each year of the contract. If the contract auto-renews after the five-year term ending at the close of FY 2027-2028 or is renewed in some other manner without negotiating a Fee for Service then Baker City requires a 5% annual cumulative increase for every annual renewal after FY 2027-2028 until negotiated otherwise.

Baker City requires payment of the Fee for Service to be made in three equal installments on July 14, November 14, and April 14 of each Fiscal Year.

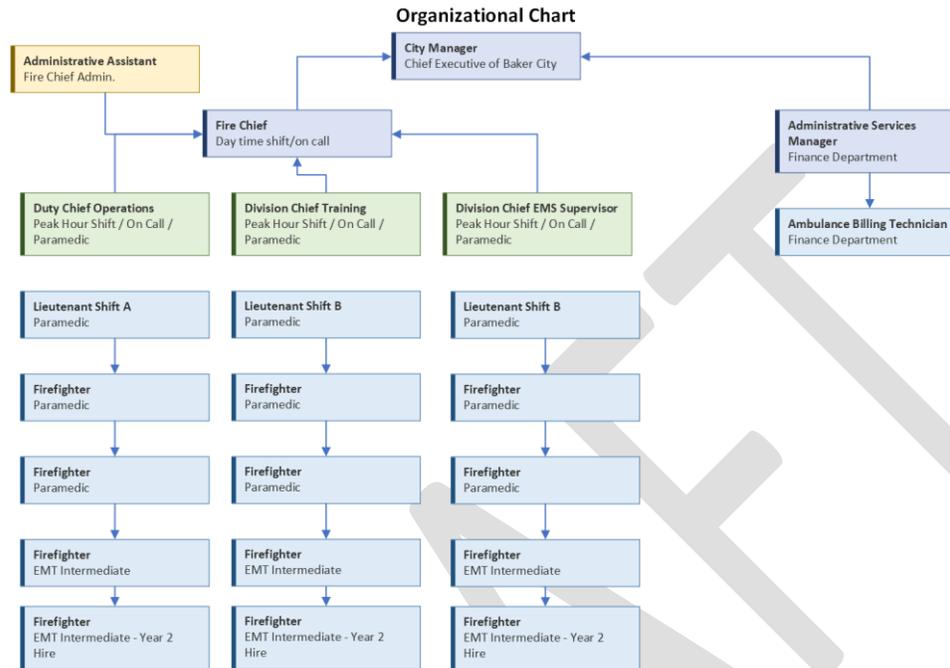
| FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2027-2028 |
|--------------|--------------|--------------|--------------|--------------|
| \$850,000 | \$900,000 | \$985,000 | \$1,000,000 | \$1,000,000 |

RESPONSE – F. Organizational Structure/Proof of Financial Ability to Operate

Organization Structure – Baker City has a paramilitary fire department structure. The Fire Chief reports to the City Manager of Baker City. The ambulance billing technician is located in the Finance Department and reports to the Administrative Services Manager. The Fire Chief and Administrative Services Manager work in conjunction to oversee ambulance billing. Division Chiefs with specific

areas of responsibility work under the direction of the Fire Chief. Division Chiefs serve as a week-long Duty Chief by rotating on-call and standby every three weeks. They oversee the rotating shifts of firefighters during their duty week.

The structure is provided in the following organizational chart.



Proof of Financial Ability to Operate – Baker City does not have ambulance services approved in the proposed budget for FY 2022-2023. If selected as the provider and Baker County agrees to the Baker City response for Section 3.2 E Fee for Service then Baker City will prepare a supplemental budget that includes the continuance of ambulance services. Baker City has sufficient funds in its General Fund to operate the administrative department that provides oversight to the Fire Department, ambulance services, and ambulance billing in the Finance Department. Baker City will through its general fund provide sufficient funding to operate the Fire Department portion of the Fire Department. Ambulance Billing and County payments will provide funding as necessary to operate the ambulance services and ambulance billing.

RESPONSE – G. Prior Experience

Prior Experience – Baker City began providing first aid services in 1936 in Baker City and the surrounding Baker Valley. Baker City has provided continuous ambulance service from 1936 to the present. Throughout its long history, Baker City has adjusted its service to meet the demands of the industry and the local needs. Baker City stands today as a respected provider in the community. Our quality service saves lives and with proper funding can continue to do so into the future.

RESPONSE – Exceptions and Variances to the requirements of the RFP, Baker ASA, and Ordinance 2022-02

Non-Negotiable – Baker City hereby notifies the county it will not be able to comply with the requirements of the RFP, Baker ASA, and Ordinance 2022-02. The items listed here and throughout the document as non-negotiable mean that if the County cannot grant the exception or variance, the city will proceed in vacating the ASA.

Negotiable – Baker City hereby notifies EMS the county it will not be able to comply with the

requirements of the RFP, Baker ASA, and Ordinance 2022-02. The items listed here cannot meet the requirements, but the city is willing to discuss the items and come to an alternative resolution.

RESPONSE EXCEPTIONS TO – RFP number: 2022-02 – Pre-Hospital Care Emergency Medical Ambulance Services for the Baker ASA

Section 3.2 A 1 (non-negotiable) – Exception to the total required number of ambulance personnel and total number of personnel during the initial hiring process.

Section 3.2 A 2 (non-negotiable) – Exception to the dedicated number of ambulance personnel, exception to the available personnel and ambulances available for more than the minimum, exception to the total number of required ambulances.

Section 3.2 A 3 (non-negotiable) – Exception to personnel staffing shifts (see exception to Attachment A2 8)

Section 3.2 A 4 – No Exception

Section 3.2 A 5 – No Exception

Section 3.2 A 6 - Exception to the reporting requirement.

Section 3.2 A 7 – Exception to the garage requirement.

Section 3.2 B 1 – No Exception

Section 3.2 B 2 – No Exception

Section 3.2 B 3 – Exception to the number of Special Events and type of Special Events.

Section 3.2 C – No Exception

Section 3.2 D – No Exception

Section 3.2 E (non-negotiable) – Exception to fee broken out by individual city and outside city requirement.

Section 3.2 F – Exception to the required number of dedicated personnel for ambulance services.

Attachment A2 8 (non-negotiable) – Exception to shifts, daily hours, weekly hours, and overtime provisions.

RESPONSE EXCEPTIONS TO – Ordinance 2022-02

Section 6 (non-negotiable) – Requires minor exception. Baker City manages ambulance service documents collected and stored in the Fire Department and Finance Department. Many of the documents are public records and will be provided to Baker County as requested by the Administrator. Many of the documents contain HIPAA-protected information. The documents with HIPAA-protected information will only be provided to the Administrator if the Administrator can provide evidence to the city of HIPAA certification and compliance and is listed as a Baker City HIPAA compliant partner. Baker City will allow the HIPAA-compliant Administrator to inspect the documents on city premises. Baker City does not agree to allow any documents which contain HIPAA information to be copied or leave the Fire Department or Finance Department without being redacted by Baker City staff. Some documents contain personnel information. Personnel information protected by law will not be released to the Administrator.

Section 7 (non-negotiable) – Requires exception. Baker City will not agree to accept a unilateral change by Baker County to the boundary or number of Ambulance Service Areas for which Baker City is the provider. If Baker County seeks to change the boundary of an Ambulance Service Area then Baker City will review and negotiate the impacts of the proposed boundary change. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the boundary or number of assigned ASA's is unilaterally changed by Baker County.

Section 11 (non-negotiable) - Requires exception. Baker City has listed items within its RFP response that it deems non-negotiable. If Baker County selects Baker City as the service provider, it is understood that Baker County accepts all conditions listed as non-negotiable within this RFP response. Baker City requires if selected as the provider, Baker County to agree to execute a contract no later than August 8, 2022. If Baker City and Baker County are not able to execute a contract within this timeframe, Baker City will notify the County of its intent to proceed with vacating the Baker ASA on September 30, 2022.

RESPONSE EXCEPTIONS TO – Ambulance Service Area Plan, Baker County, Oregon

Section V(b) – If Baker City is selected as the ambulance service provider, it is understood Baker City is authorized by Baker County to provide Non-Emergency Transports / Inter-Facility Transfers. Baker City reserves the right to determine the quantity, level, type, or not to provide non-emergency services.

Section V(j)1 (non-negotiable) – Requires exception. Baker City will not agree to accept a unilateral change by Baker County revising the Baker ASA plan for which Baker City is the provider. If Baker County seeks to change the ASA plan then Baker City will review and negotiate the impacts of the proposed plan changes. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the ASA plan is unilaterally changed by Baker County.

Section V(j)2 – Requires exception. Baker City requires all complaints to be reviewed by the committee. Furthermore, Baker City will not agree to accept a unilateral change by Baker County revising the Baker ASA plan based upon committee complaint recommendations for which Baker City is the provider. If Baker County seeks to change the ASA plan then Baker City will review and negotiate the impacts of the proposed plan changes. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the ASA plan is unilaterally changed by Baker County.

Section V(j)4 (non-negotiable) – Requires exception. Baker City requires the following language changes: 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 and the provider may be penalized \$500 per violation per day beginning after the date by which corrective action was required to be taken. In no case shall the cumulative cost of penalties exceed \$5,000. ~~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.~~

Section VI(a) – (non-negotiable) Baker City requires that if Baker County receives an application by a new provider, a request for assignment change, or revocation, then Baker City will be compensated for its contracted Fee for Service on a pro-rated basis up until the last day of service.

DRAFT

Scenario 2 – “Significant Compliance with the RFP” - Proposal Requirements Response – Section 3.2 A-G

RESPONSE – A. Vendor Personnel, Equipment, and Service Requirements

Vendor Personnel - Baker City will supply ambulance services through the Baker City Fire Department. Baker City currently has 15 personnel. The proposed staffing model will require Baker City to implement a process to immediately increase staff beginning with contract execution. To meet the requirements of the RFP staffing will be increased to 21 personnel as quickly as Baker City can recruit and hire. The breakdown in personnel will be as follows:

- **Fire Chief** (full-time). The Fire Chief is the chief officer managing all department operations and overseeing budget expenditures. The Fire Chief is also available on a last-out basis to respond to pre-hospital care emergency medical ambulance services (ambulance services).
- **Administrative Assistant** (full-time). The administrative assistant works directly for and under the fire chief. The position assists in preparing required reports for the Fire Department and the Fire Chief. The position will assist the Fire Chief and EMS Supervisor in the collection of report data and preparation of pre-hospital care emergency medical ambulance services reports required by the RFP. The position assists in researching potential grants and sources of revenue for ambulance services. The position will assist in the preparation of grants and grant reports.
- **Ambulance Billing Technician** (part-time). The ambulance billing technician is located in the Baker City Finance department. The position ensures ambulance billing is completed promptly and collections are presented to the third-party collections.
- **Career Personnel** (full-time). Eighteen career personnel provide dual role fire and ambulance services for the department. Career personnel includes Division Chiefs, Lieutenants, and firefighters with an approximate mix of two-thirds Paramedics and one-third EMT-Intermediates. All career personnel are and will be firefighters and actively respond to fire incidents. It is expected the current trend of annual increases in call volume will continue. During Year three of the contract, Baker City will increase Career Personnel from eighteen to twenty-one. The increase will include additional firefighters. The same approximate mix of firefighters and paramedics will be maintained.
- **Part-Time Personnel** (part-time). Baker City strives to constantly recruit part-time personnel. Most are not paramedics or EMT certified. Baker City will continue to recruit part-time personnel. Baker City will focus on recruiting EMS-certified personnel. Baker City will also provide training to assist and encourage all part-time personnel to become EMS certified.

All career personnel will respond to fire incidents, however, four career personnel per shift will be dedicated to the Baker ASA. Their dedicated first responsibility will be to ambulance services. If they have responded to a fire incident and an ambulance service incident(s) is dispatched, the two or four personnel will be redirected to provide an ambulance service response depending on the number of incidents. The four dedicated personnel will not be utilized for non-emergency transport, event standby, or special event services. Other career personnel if available will be used to provide these services.

Existing career personnel include some staff with more than 10 years of experience in Baker City. All current and recruited staff members available to respond to ambulance service calls have and will have active certifications and receive training consistent with state law. Baker City further requires in-house training for new hires to understand the policies and practices within the Baker City Fire Department.

Baker City advertises locally and across the state of Oregon to fill positions for ambulance services. Baker City seeks personnel who already have the necessary certifications to reduce the time from new hires to contributing staff members.

New fire department personnel that are assigned to EMS roles in the Baker ASA are placed on a probationary period of one year and are closely supervised by the shift Lieutenant. The shift Lieutenant is a senior member of the department who provides mentorship and on-the-job training to new personnel. As part of this professional development, new personnel receive performance evaluations for each shift worked to highlight strengths and create improvement plans. New personnel will be assigned to an ambulance as a third person for a period of 30 to 60 days. Before being assigned to an ambulance as the second crew member, new personnel are required to pass an evaluation to validate core competencies.

Our existing personnel bring experience providing emergency medical services in Baker County. They all live in Baker County. They are also familiar with the streets, roads, rural trails, recreational sites, and Forest Service roads.

Supervision of EMS personnel for the Baker City fire department, serving the Baker ASA is accomplished through the fire department paramilitary structure. The EMS personnel receive line supervision from lieutenants and the Division Chiefs, and on larger incidents, or as needed, the Fire Chief. The minimum supervisory staff is one officer 24/7, with the chief officer either on-duty or on-call 24/7.

Equipment and Service Requirements - Baker City has three operational and outfitted Advanced Life Support (ALS) ambulances (see attached chart). Baker City, upon execution of the contract, will order two additional ALS ambulances. Two of the five ambulances will be staffed 24/7 utilizing the above-mentioned career personnel. Each ambulance will include at least one paramedic and EMT-Intermediate at all times. The third will be staffed likewise when staffing is available. The third and fourth ambulances will be primarily utilized whenever the first two ambulances are inoperable or out of the Baker ASA. The fifth ambulance will be utilized for dedicated backup as described in the RFP. The fifth ambulance when available will also be used for events standby and non-emergency transfer services.

In year one of the contract, Baker City will place an order for two new ALS ambulances to replace the fourth ambulance currently owned by Baker City that is not currently outfitted or fit to provide ambulance services regularly. These two ambulances will become the replacement for primary ambulance number 2 and backup for the first four. It is anticipated with increasing call volume, one of these ambulances will begin in year three of the contract to be operated as a primary third out ambulance and will begin receiving demand for emergency transport services. This will necessitate ordering an additional ambulance in year three. Baker City does not intend to utilize the ambulances for inter-facility transport services except for rare, extreme, and unusual instances.

During year three and five of the contract, Baker City will place orders for additional ALS

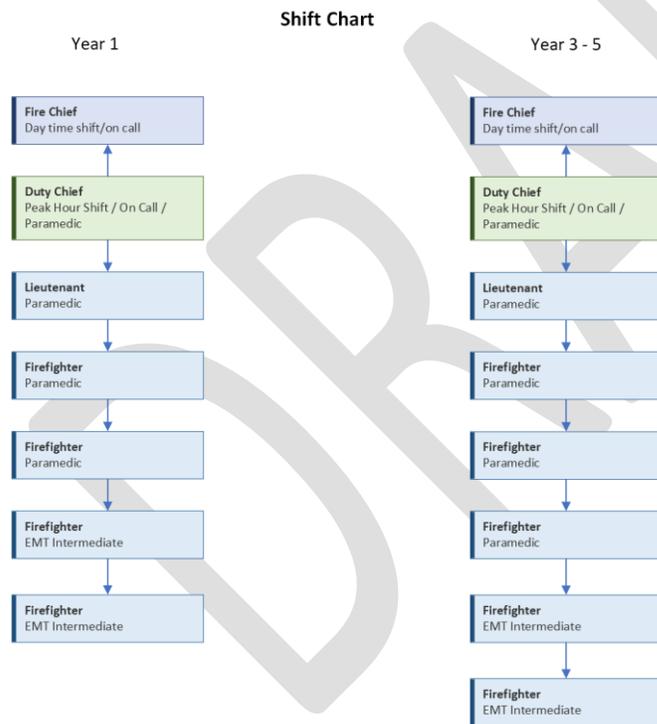
ambulances to begin rotation of the aging ambulances in the fire department fleet. These orders are necessary to ensure a proper rotation of ALS ambulances to meet the increasing demand for service. It is anticipated two of the ambulances will be utilized daily in the beginning and by the end of year five of the contract, three of the ambulances will be in use daily, with the fourth and fifth operating in some capacity weekly.

All ambulances will be routinely serviced by the Baker City Public Works Department. They will also be inspected and serviced as needed by a certified NFPA certified technician located in the Boise metro area.

Baker City Ambulances

| | | |
|---|---|---|
| <p>2021 Road Rescue Type 1</p> <p>Mounted to a Ram 4500 Chassis</p> | <p>2012 Wheeled Coach Type 1</p> <p>Mounted to a Ford F-450 Chassis</p> | <p>2012 Life-Line Type 1</p> <p>Mounted to a Ford F-450 Chassis</p> |
|---|---|---|

Coverage Plan - Baker City is unable to comply with the requirements of the RFP Attachment A2 #8. Baker City operates a 24/48 hour shift.



Baker City operates a 24/48 hour shift. The City can comply with the required staff dedicated to the ambulance service. The city will need an exception to the required number of dedicated staff during the hiring process. The city rotates three crews to cover the shifts. Six personnel are assigned to each 24-hour shift and respond to calls. Five of the personnel are located in the station for the entire 24-hour shift. They respond with the first-out and second-out ambulance. The Division Chief is assigned to the shift and works a 40-hour week during peak call volume hours. During their regular workday, they perform managerial tasks, training, office duties, and other assigned responsibilities by the Fire Chief. They respond on third-out ambulances and to all fire calls. After-hours the Division Chief is on-call with a

mandatory callback as needed. They provide station coverage and respond to third-out ambulance calls. During the day (peak hours) two additional Division Chiefs and the Fire Chief are available to respond to calls as necessary. In year 3, an additional firefighter/EMT Intermediate will be added to each shift to provide adequate coverage for the continuing increase in call volume. This staffing model ensures four personnel can be dedicated to the ambulance service at all times. It also ensures dedicated personnel are available as demand continues to increase.

Technology and Equipment – Baker City can fully comply with this section of the RFP. Baker City currently works with the Baker County Dispatch Center to ensure all radios in operation are

programmed to the Center’s frequencies as well as all mutual aid partners, State, and Federal interoperability frequencies. Baker City regularly communicates with all agencies in the area utilizing the current technology. Baker City maintains and replaces inoperable radios and equipment as necessary to maintain the required technological communication in every ambulance. Baker City radios include mobile units via UHF/VHF mobile and portable radios using designated Fire and Police frequencies and are anticipated to be capable of handling frequencies designated by the Emergency Medical Director.

Baker City radios are programmed to the HEAR channel which is utilized by the hospital for patient conditions during transport. This ensures a direct two-way communication is operational between the ambulances and the emergency room.

Baker City requires a portable cellular telephone carried in the three operable ambulances.

Any additional ambulances added to the fleet will be required by Baker City to fully comply with the provisions within this section Technology and Equipment and will also carry a portable cellular telephone.

| | | | |
|-----------------------------|--|--|--|
| Existing Ambulances | Medic 2420 | Medic 2422 | Medic 2421 |
| Radio in Cab | Kenwood TK 7360 Cab | Kenwood TK 7160 Cab | Kenwood TK 7060HG Cab |
| Patient Compartment Radio | Kenwood TK 7060HG Patient Compartment | Kenwood TK 7060HG Patient Compartment | Kenwood TK 7060HG Patient Compartment |
| Portable Cellular Telephone | Cellular- 4g Sonim XP3 Verizon Network | Cellular- 4G Sonim XP3 Verizon Network | Cellular- 4G Sonim XP3 Verizon Network |

Mutual Aid and Regional Support – Baker City has a state-approved Mass Casualty Incident (MCI) policy and Standard Operating Guideline (SOG) in place, which includes the Baker ASA. Additionally, the Baker City Fire Department participates in MCI support for all other ASA’s in Baker County.

BCFD has strong ties with regional and statewide public safety organizations and is a regular participant in interagency response and system improvement initiatives. Personnel from the BCFD, The Association of Fire Chiefs, and District 13 Fire Training. The BCFD has both EMS mutual aid agreements with all ambulance service agencies in Baker County, as well as fire mutual aid agreements with all Baker County fire departments and North Powder Fire.

Baker City owns trailers used for training fire personnel. These trailers were purchased on a grant and are available to other agencies for training purposes as defined by the grant.

Plan to Meet Response Times and Requirements – The Baker City Fire Department currently provides a significantly faster response time than the response time requirements identified in this RFP. This is accomplished by available staff being on shift and located in the Baker City Fire Department station centrally located on 2nd Street. Dispatched incidents are broadcast throughout the station and monitored by supervising personnel to ensure personnel respond

immediately. Ambulances, equipment, and medical supplies are located and kept ready at the same station so personnel can quickly restock and resupply as may be necessary between calls and at the start of each shift. Personnel have sleeping quarters at the station to ensure they are available for nighttime calls and can respond without delay. If awarded the contract BCFD would continue to optimize response times to ensure minimum response times, as identified in the RFP, are met. Response times are reviewed every month and individual responses are reviewed as part of routine quality control and incident investigations.

BCFD will maintain personnel and ambulances as provided in this RFP response to ensure applicable response times are met. BCFD will continue to monitor response times and make staffing coverage adjustments as necessary if incident response times fall below RFP requirements. In all cases, BCFD will be proactive in identifying operational means and methods to provide continual improvement in response time strategies.

BCFD will respond with an ambulance to all structure fires and all ice and water rescues within the Baker ASA when dispatched.

Garaging of Vehicles – Baker City has space to garage three ambulances. The remaining ambulances are parked outside. The ambulances parked outside are connected to electrical power to maintain necessary equipment charges and temperature parameters. The Baker City Fire Department station facility provides three ambulance bays connected to living quarters equipped with climate controls, including offices, bathrooms (male and female), kitchen, day room, fitness room, and training room, as well as adequate storage and medical decontamination facilities.

RESPONSE – B. Support for County and Community

Emergency Management – Baker City is integrated into Baker County’s Incident Command System. BCFD works closely with County agencies providing response coverage to law enforcement incidents, search and rescue operations, severe weather events, and other emergency-related events.

The Baker City Fire Chief is in constant communication with the Emergency Management Director for Baker County.

Community Support – Baker City currently provides American Heart Association CPR, AED, and first aid training for community members and businesses at cost (participants pay for certification materials only). The BCFD provides injury and fire prevention safety programs at no cost to residents and visitors. The BCFD maintains an open door policy at the fire station. At the counter and by phone the BCFD frequently fields calls related to smoke detectors, carbon monoxide detectors, answers fire-related questions, and provides other fire prevention education.

The BCFD provides EMS continuing education classes, fire training classes, and related emergency services training at no cost to rural fire departments, QRUs, and first response agencies.

Special Event Services – Baker Baker City is prepared to make available as staffing and call volume allow, 1 ALS ambulance and 2 personnel including 1 EMT Intermediate and 1 paramedic for Special Events. This allowance will be provided at no cost to the county for all events selected by the Emergency Management Director. Special Events hosted by Baker City will be evaluated by Baker City to determine the need for ambulance services. Baker City requires one-week advance

notification to plan for the events. If during any event, ambulance services are dispatched elsewhere in the county that requires the use of that personnel, they will leave the special event to provide the dispatched service.

Any special event that is insurance requires the organizer to have standby ambulance services, will be charged and billed at the current rate(s) listed on the Baker City schedule of fees.

In no case, will the four personnel and two ALS ambulances dedicated as the primary ambulances be utilized for standby or Special Event ambulance services unless dispatched to the event for emergency medical incidents.

RESPONSE – C. Rates

Service Recipient Rates – The City Council of Baker City annually approves a resolution setting forth fees. The Resolution includes all fees charged by Baker City. The following chart is an extract of the resolution. Baker City will notify Baker County as prescribed in the RFP of any changes to the schedule of fees as it relates to the recipient of ambulance services.

RESOLUTION NO. 3899 - Extract

| FIRE DEPARTMENT FEES | AUTHORITY | FEE AMOUNT | FEE AMOUNT |
|---|--------------|---|---|
| CPR Certification Course | State Law | \$60.00 | \$60.00 |
| Burn permit - 7 days | Ord. 3302 | No Charge | No Charge |
| Burn permit - annual | Ord. 3302 | No Charge | No Charge |
| Fire department report fee | State Law | \$20.00 per hour or portion thereof plus \$0.25 per page | \$20.00 per hour or portion thereof plus \$0.25 per page |
| Medical/HIPPA report fee | State Law | \$25.00 per hour or portion thereof plus \$0.25 per page | \$25.00 per hour or portion thereof plus \$0.25 per page |
| Medical unit & EMT standby per hour | Ord. 3297 | Medical unit \$100 per hr or portion thereof + actual labor costs | ALS Medical Unit \$175.00/hour, including labor for 1 Paramedic & 1 EMT |
| Additional mileage charge if outside City limits | Ord. 3297 | \$22.00 per mile | \$22.00 per mile |
| Firedred Rates: | | | |
| Ground transport annual membership | Ord. 3297 | \$50.00 | \$50.00 |
| Ambulance Rates: | | | |
| Baker City resident rate - basic life support (BLS) transport | Ord. 3297 | \$1,079.00 | \$1,079.00 |
| Baker City resident rate - advanced life support (ALS) transport | Ord. 3297 | \$1,550.00 | \$1,550.00 |
| Non-resident rate - basic life support (BLS) transport | Ord. 3297 | \$2,144.00 | \$2,144.00 |
| Non-resident rate - advanced life support (ALS) transport | Ord. 3297 | \$2,550.00 | \$2,550.00 |
| Mileage charge | Ord. 3297 | \$22.00 per mile | \$22.00 per mile |
| Extraction charge | Ord. 3297 | \$300.00 | \$300.00 |
| Waiting time charge per hour or portion thereof | Ord. 3297 | \$100.00 per hour or portion thereof + actual costs | \$100.00 per hour or portion thereof + actual costs |
| IV | Ord. 3297 | \$125.00 | \$125.00 |
| Oxygen | Ord. 3297 | \$35.00 per hour | \$35.00 per hour |
| Medication - 4 or less | Ord. 3297 | \$50.00 per each medication | \$50.00 per each medication |
| Medication - 5 or more | Ord. 3297 | \$75.00 per each medication over 4 | \$75.00 per each medication over 4 |
| Disposable supplies - BLS | Ord. 3297 | \$100.00 | \$100.00 |
| Disposable supplies - ALS | Ord. 3297 | \$150.00 | \$150.00 |
| Lift assistance (commercial only) | Ord. 3297 | \$100.00 | \$100.00 |
| Extra attendant (EMT) if medically necessary during transport | Ord. 3297 | \$150.00 | \$150.00 |
| Response in conjunction with a non-contracted air ambulance; ALS Intercept; or treat and release (per policy) | | | |
| City resident | City Charter | \$350.00 | \$350.00 |
| Non resident | City Charter | \$625.00 | \$625.00 |

RESPONSE – D. Reimbursement of System Services

County Reimbursements – Baker City currently contributes annually to Baker County to support the Baker County Consolidated Dispatch Center. The contribution is per an interlocal government agreement between Baker City and the Baker County Consolidated Dispatch Center. The reimbursements include dispatch and records management services for the Baker City Police Department. It also includes dispatch services for the ambulance service in the Baker ASA.

RESPONSE – E. Fee for Service

Fee for Service required from Baker County – Each municipality located within the Baker ASA includes property owners that pay county taxes proportionally equal to property owners living outside of municipal limits. The Fee for Service provided herein recognizes that all county taxpayers both inside and outside municipal limits provide revenues to Baker County and expect Baker County to utilize those funds for all County citizens whether inside or outside a municipal limit.

Baker City will require the following non-negotiable amounts from Baker County for each year of

the contract. If the contract auto-renews after the five-year term ending at the close of FY 2027-2028 or is renewed in some other manner without negotiating a Fee for Service then Baker City requires a 5% annual cumulative increase for every annual renewal after FY 2027-2028 until negotiated otherwise.

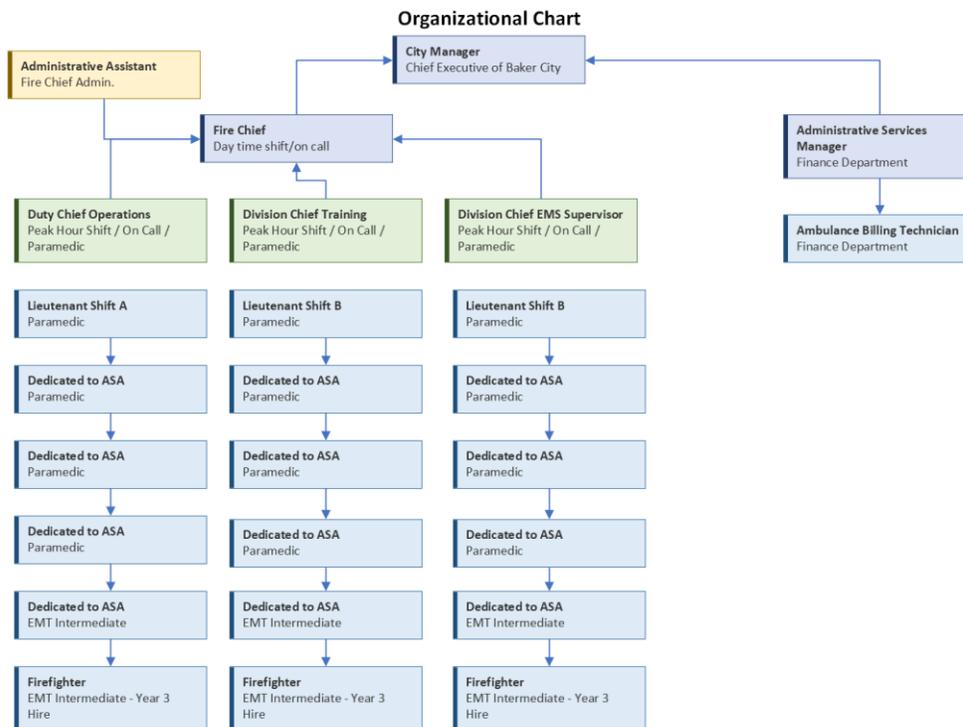
Baker City requires payment of the Fee for Service to be made in three equal installments on July 14, November 14, and April 14 of each Fiscal Year.

| FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | FY 2025-2026 | FY 2027-2028 |
|--------------|--------------|--------------|--------------|--------------|
| \$1,210,000 | \$1,160,000 | \$1,570,000 | \$1,600,000 | \$1,600,000 |

RESPONSE – F. Organizational Structure/Proof of Financial Ability to Operate

Organization Structure – Baker City has a paramilitary fire department structure. The Fire Chief reports to the City Manager of Baker City. The ambulance billing technician is located in the Finance Department and reports to the Administrative Services Manager. The Fire Chief and Administrative Services Manager work in conjunction to oversee ambulance billing. Division Chiefs with specific areas of responsibility work under the direction of the Fire Chief. Division Chiefs serve as a week-long Duty Chief by rotating on-call and standby every three weeks. They oversee the rotating shifts of firefighters during their duty week.

The structure is provided in the following organizational chart.



Proof of Financial Ability to Operate – Baker City does not have ambulance services approved in the proposed budget for FY 2022-2023. If selected as the provider and Baker County agrees to the Baker City response for Section 3.2 E Fee for Service then Baker City will prepare a supplemental budget that includes the continuance of ambulance services. Baker City has sufficient funds in its General Fund to operate the administrative department that provides oversight to the Fire Department, ambulance services, and ambulance billing in the Finance Department. Baker City will through its general fund provide sufficient funding to operate the Fire Department portion of the

Fire Department. Ambulance Billing and County payments will provide funding as necessary to operate the ambulance services and ambulance billing.

RESPONSE – G. Prior Experience

Prior Experience – Baker City began providing first aid services in 1936 in Baker City and the surrounding Baker Valley. Baker City has provided continuous ambulance service from 1936 to the present. Throughout its long history, Baker City has adjusted its service to meet the demands of the industry and the local needs. Baker City stands today as a respected provider in the community. Our quality service saves lives and with proper funding can continue to do so into the future.

RESPONSE – Exceptions and Variances to the requirements of the RFP, Baker ASA, and Ordinance 2022-02

Non-Negotiable – Baker City hereby notifies the county it will not be able to comply with the requirements of the RFP, Baker ASA, and Ordinance 2022-02. The items listed here and throughout the document as non-negotiable mean that if the County cannot grant the exception or variance, the city will proceed in vacating the ASA.

Negotiable – Baker City hereby notifies the county it will not be able to comply with the requirements of the RFP, Baker ASA, and Ordinance 2022-02. The items listed here cannot meet the requirements, but the city is willing to discuss the items and come to an alternative resolution.

RESPONSE EXCEPTIONS TO – RFP number: 2022-02 – Pre-Hospital Care Emergency Medical Ambulance Services for the Baker ASA

Section 3.2 A 1 – Exception to the total required number of ambulance personnel during the initial hiring process.

Section 3.2 A 2 – Exception to the dedicated number of ambulance personnel during the initial hiring process, exception to the available personnel and ambulances available for more than the minimum during the initial hiring process, exception to the total number of required ambulances during the purchase process (approximately first 2 years of the contract).

Section 3.2 A 3 (non-negotiable) – Exception to personnel staffing shifts during the hiring process (see Attachment A2 8 exception).

Section 3.2 A 4 – No Exception

Section 3.2 A 5 – No Exception

Section 3.2 A 6 – No Exception

Section 3.2 A 7 – Exception to the garage requirement.

Section 3.2 B 1 – No Exception

Section 3.2 B 2 – No Exception

Section 3.2 B 3 – Exception to the type of Special Events.

Section 3.2 C – No Exception

Section 3.2 D – No Exception

Section 3.2 E (non-negotiable) – Exception to fee broken out by individual city and outside city requirement.

Attachment A2 8 (non-negotiable) – Exception to shifts, daily hours, weekly hours, and overtime provisions.

RESPONSE EXCEPTIONS TO – Ordinance 2022-02

Section 6 (non-negotiable) – Requires minor exception. Baker City manages ambulance service documents collected and stored in the Fire Department and Finance Department. Many of the documents are public records and will be provided to Baker County as requested by the Administrator. Many of the documents contain HIPAA-protected information. The documents with HIPAA-protected information will only be provided to the Administrator if the Administrator can provide evidence to the city of HIPAA certification and compliance and is listed as a Baker City HIPAA compliant partner. Baker City will allow the HIPAA-compliant Administrator to inspect the documents on city premises. Baker City does not agree to allow any documents which contain HIPAA information to be copied or leave the Fire Department or Finance Department without being redacted by Baker City staff. Some documents contain personnel information. Personnel information protected by law will not be released to the Administrator.

Section 7 (non-negotiable) – Requires exception. Baker City will not agree to accept a unilateral change by Baker County to the boundary or number of Ambulance Service Areas for which Baker City is the provider. If Baker County seeks to change the boundary of an Ambulance Service Area then Baker City will review and negotiate the impacts of the proposed boundary change. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the boundary or number of assigned ASA's is unilaterally changed by Baker County.

Section 11 (non-negotiable) - Requires exception. Baker City has listed items within its RFP response that it deems non-negotiable. If Baker County selects Baker City as the service provider, it is understood that Baker County accepts all conditions listed as non-negotiable within this RFP response. Baker City requires if selected as the provider, Baker County to agree to execute a contract no later than August 8, 2022. If Baker City and Baker County are not able to execute a contract within this timeframe, Baker City will notify the County of its intent to proceed with vacating the Baker ASA on September 30, 2022.

RESPONSE EXCEPTIONS TO – Ambulance Service Area Plan, Baker County, Oregon

Section V(b) – If Baker City is selected as the ambulance service provider, it is understood Baker City is authorized by Baker County to provide Non-Emergency Transports / Inter-Facility Transfers. Baker City reserves the right to determine the quantity, level, type, or not to provide non-emergency services.

Section V(j)1 (non-negotiable) – Requires exception. Baker City will not agree to accept a unilateral change by Baker County revising the Baker ASA plan for which Baker City is the provider. If Baker County seeks to change the ASA plan then Baker City will review and negotiate the impacts of the proposed plan changes. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the ASA plan is unilaterally changed by Baker County.

Section V(j)2 – Requires exception. Baker City requires all complaints to be reviewed by the committee. Furthermore, Baker City will not agree to accept a unilateral change by Baker County revising the Baker ASA plan based upon committee complaint recommendations for which Baker City is the provider. If Baker County seeks to change the ASA plan then Baker City will review and

negotiate the impacts of the proposed plan changes. Those impacts include but are not limited to Fee for Service, dedicated personnel, and fleet requirements. Baker City reserves the right to vacate the assigned ASA regardless of contract provisions if the ASA plan is unilaterally changed by Baker County.

Section V(j)4 (non-negotiable) – Requires exception. Baker City requires the following language changes: 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 and the provider may be penalized \$500 per violation per day beginning after the date by which corrective action was required to be taken. In no case shall the cumulative cost of penalties exceed \$5,000. ~~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.~~

Section VI(a) – (non-negotiable) Baker City requires that if Baker County receives an application by a new provider, a request for assignment change, or revocation, then Baker City will be compensated for its contracted Fee for Service on a pro-rated basis up until the last day of service.