

# **AMBULANCE SERVICE AREA PLAN**

## **BAKER COUNTY, OREGON**

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2022

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## 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:

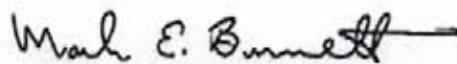
- a) Each subject or item contained in the Baker County Ambulance Service Plan was addressed and considered in the adoption of this plan by this body;
- b) In the judgment of this body, the Ambulance Service Areas (ASAs) established in this plan provide for the efficient and effective provision of ambulance 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 27<sup>th</sup> day of April, 2022

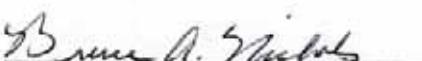
BOARD OF COUNTY COMMISSIONERS OF  
BAKER COUNTY, OREGON



\_\_\_\_\_  
William Harvey, County Commission Chair



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Mark Bennett, County Commissioner



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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 ,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
<b>Urban</b>  (Not applicable to Baker Co.)	An incorporated community of 50,000 or more population	8 minutes  (Not applicable to Baker Co.)
<b>Suburban</b>  (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.)
<b>Rural</b>	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.)
<b>Frontier</b>	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 <b>2 hours 90% of the time</b> , but may be delayed due to staff limitations and weather related conditions.
<b>Search and Rescue</b>	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.	<b>No established Response Time.</b>  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 Commissioners, 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 inquiries 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.

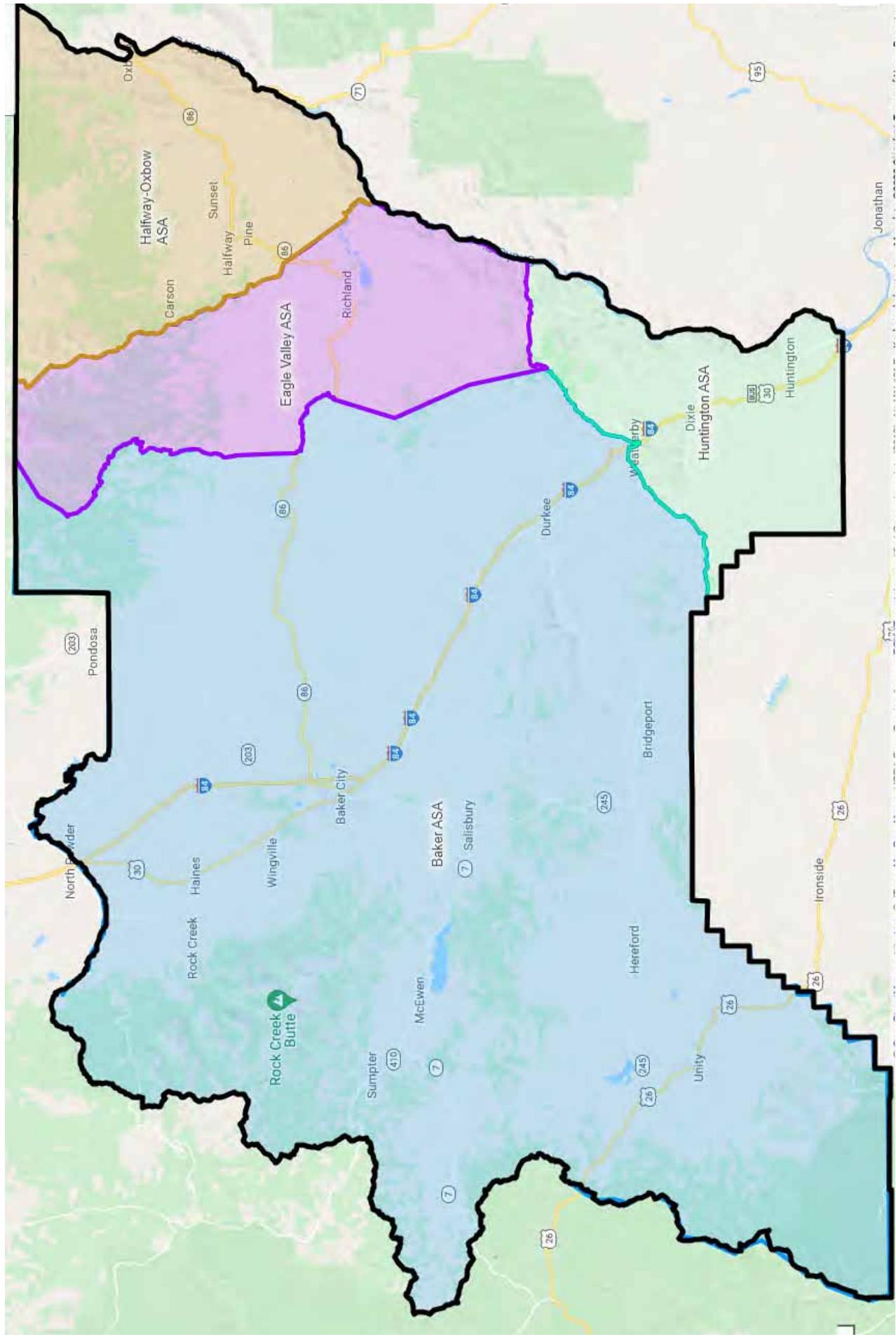
**VIII. BAKER COUNTY ADOPTION OF THE AMBULANCE SERVCIE AREA PLAN**

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**

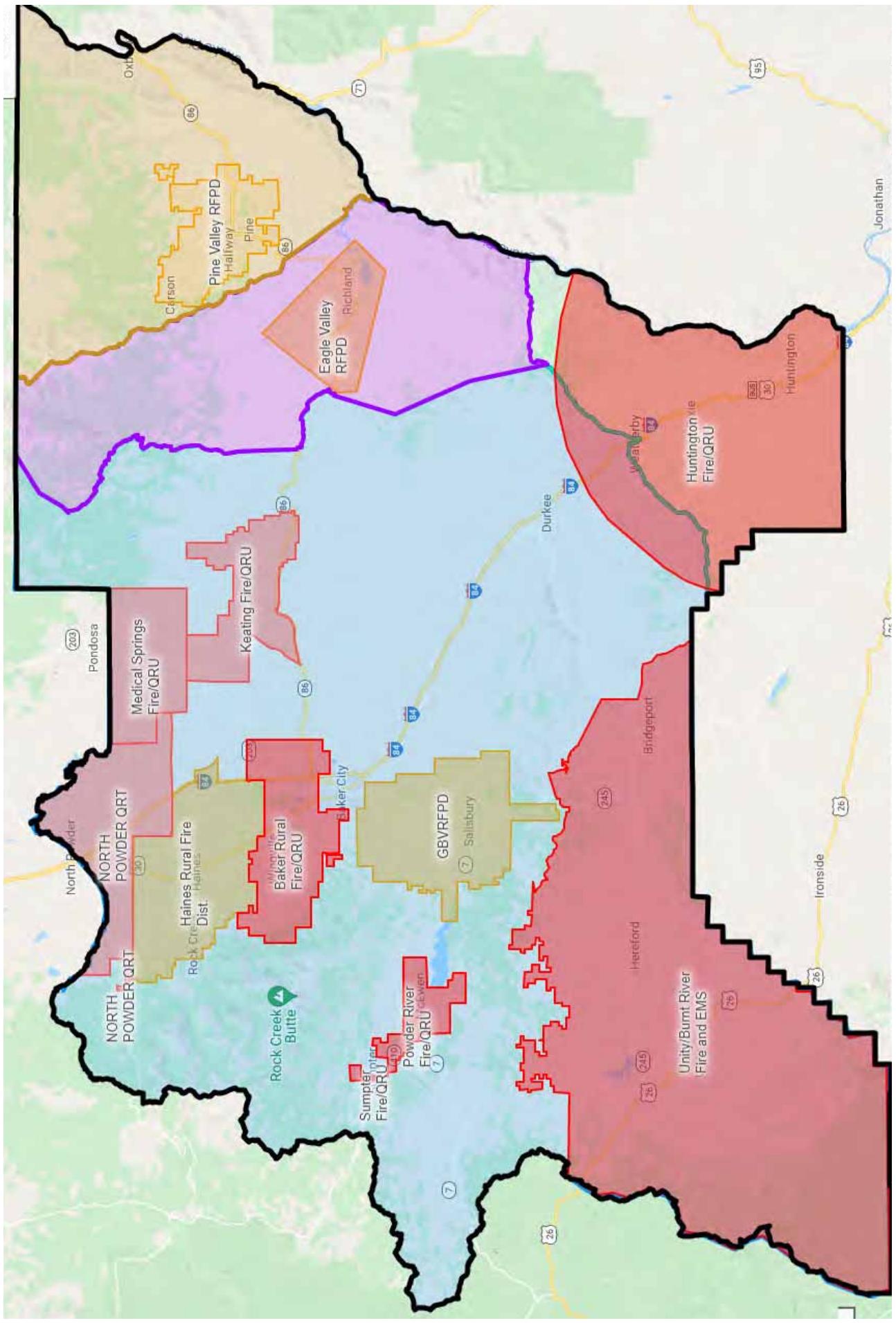
# **Maps**

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



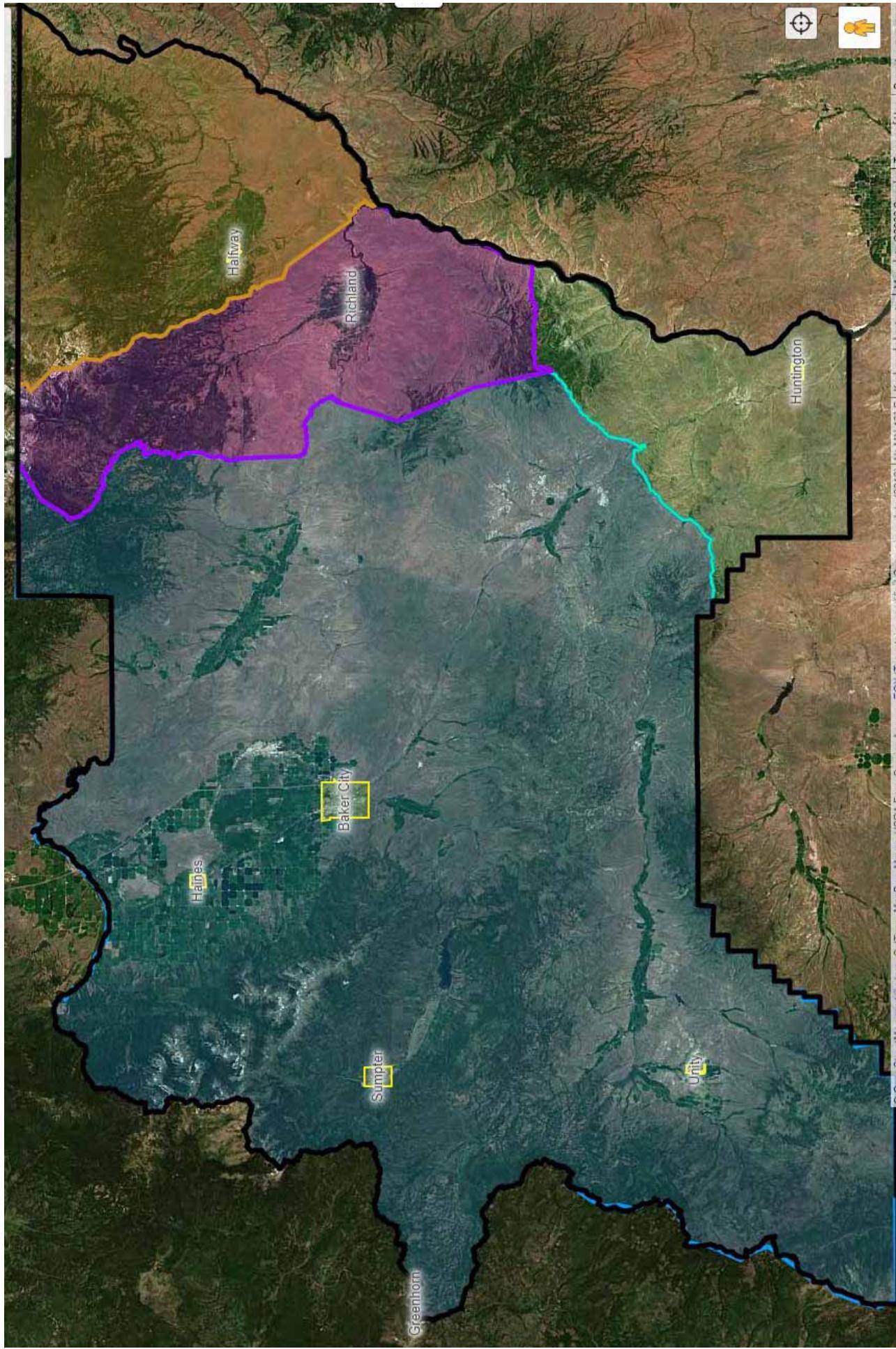
ASAs Within Baker County

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

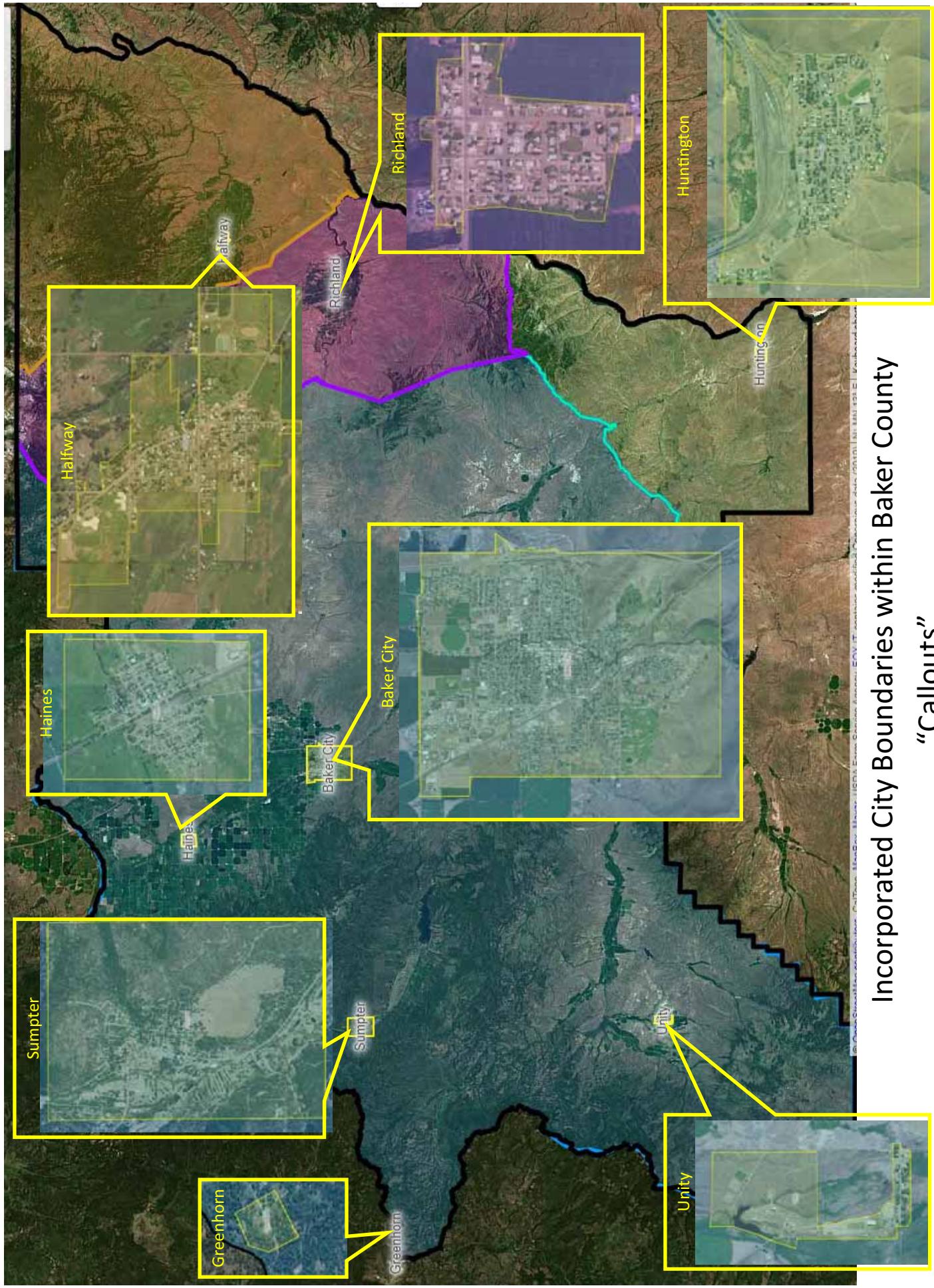


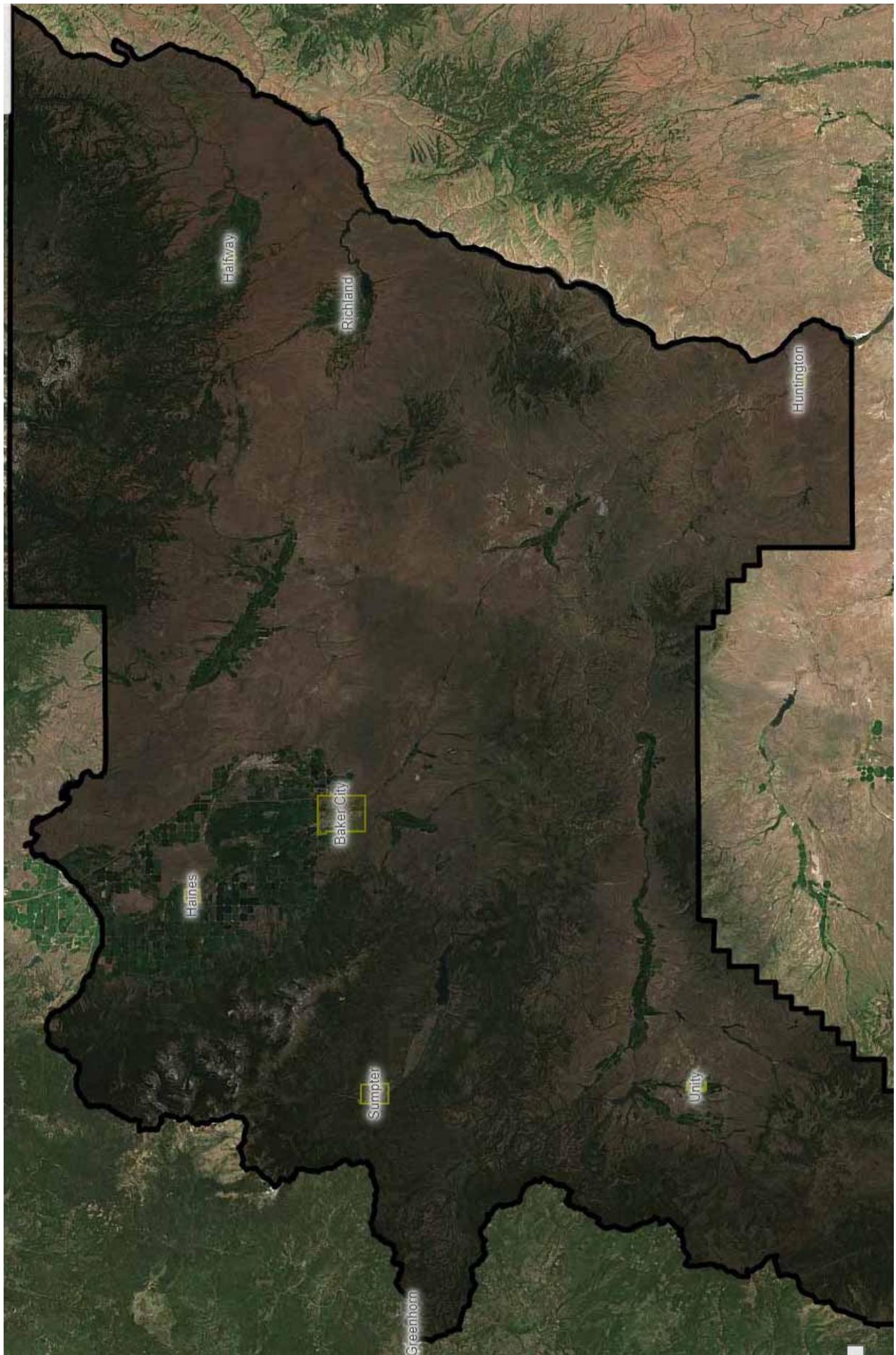
Fire with QRU capacity District (red) / Fire only DistrictS (orange) in Baker County

## Incorporated City Boundaries within Baker County

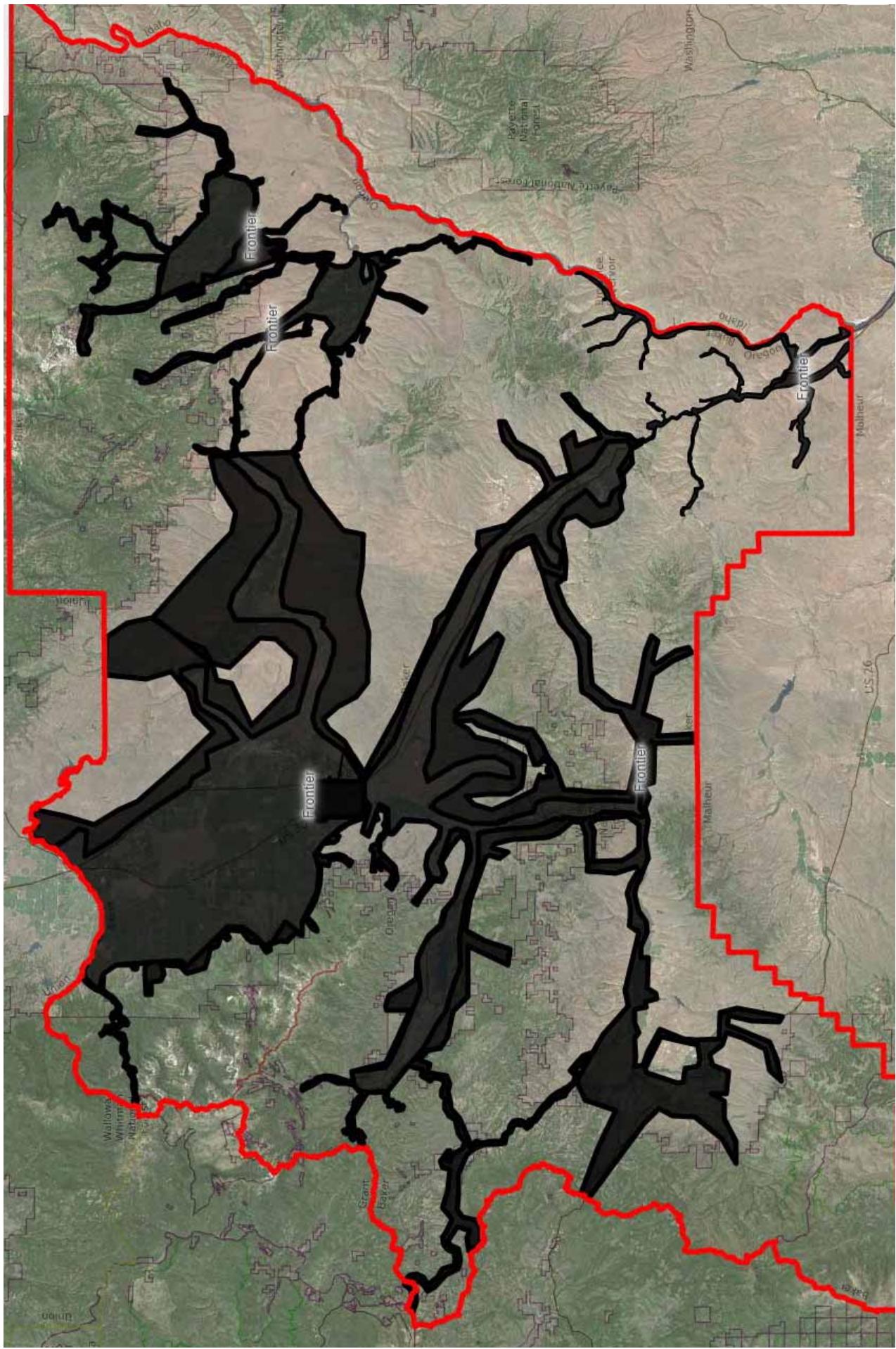


# Incorporated City Boundaries within Baker County “Callouts”





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

**BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix C**

## **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

October 24, 2014

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](mailto:donna.r.wilson@state.or.us)

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.

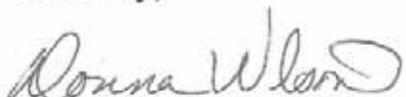
The Authority may, on application from any full volunteer or part volunteer ambulance service, authorize an exception to the two-person requirement as prescribed by ORS 682.068 and OAR 333-255-0070(1), 333-255-0071(1) or 333-255-0072(1) if provisions acceptable to the Authority have been made to assure 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 black ink that reads "Donna Wilson".

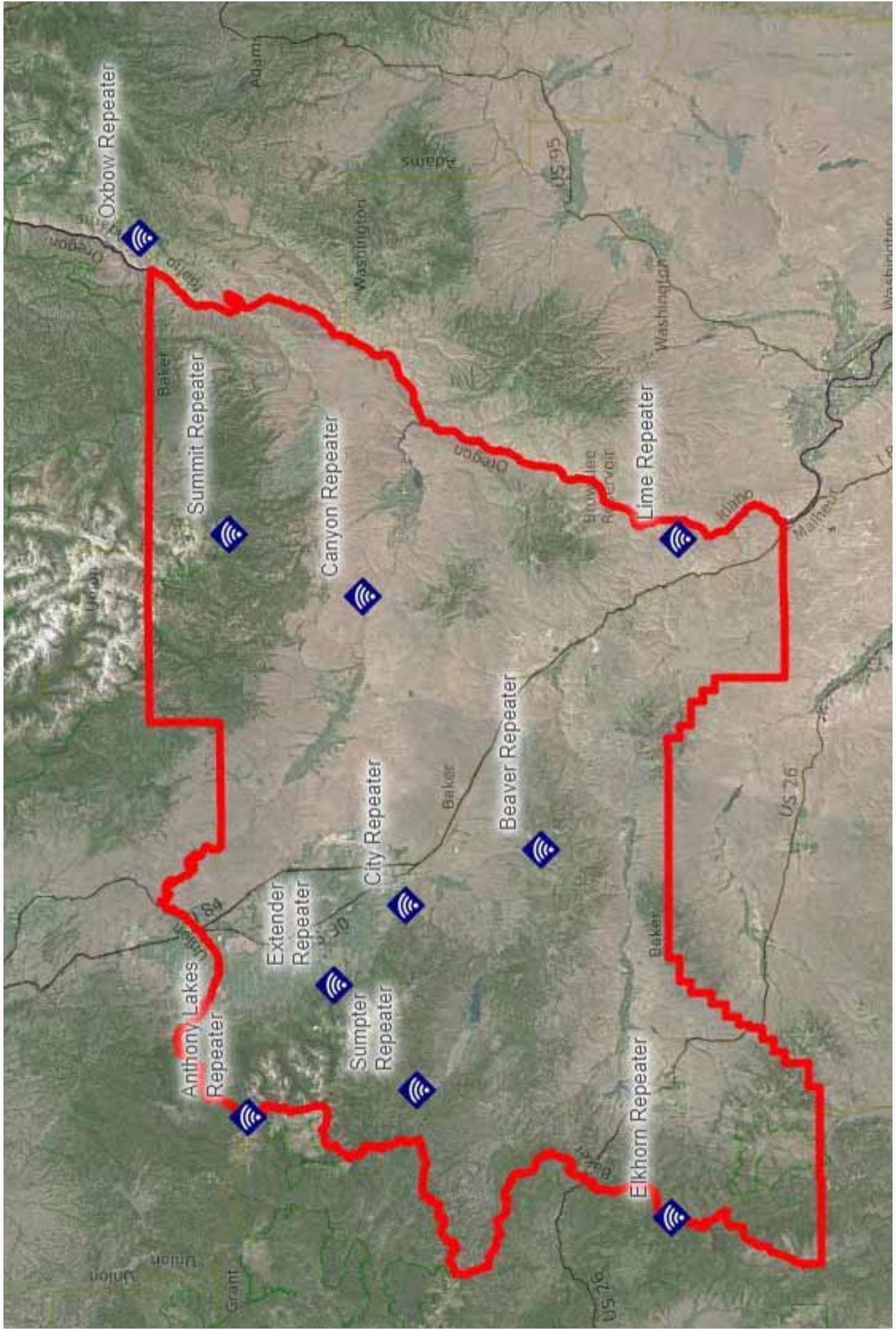
Donna Wilson  
Professional Standards Representative  
Oregon Health Authority  
EMS & Trauma Section

Cc: file

**BAKER COUNTY AMBULANCE SERVICE AREA PLAN – Appendix D**

# **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, respond to, and recover from incidents<sup>1</sup>

### **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.

3.1 EQUIPMENT AND PERSONNEL. The parties hereto agree to provide to all other parties to this Agreement personnel and equipment as described 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 whom 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 equipment 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



Fred Warner Jr.  
Chair, Baker County Board of Commission

Date

  
10/4/11

Date

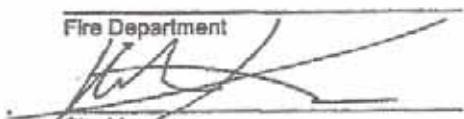
  
Mark Bennett  
Mark Bennett, Director Emergency Management  
Chief, Fire Division  
10-04-2011

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.

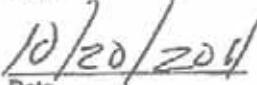
BAKER CITY FIRE DEPARTMENT

Fire Department

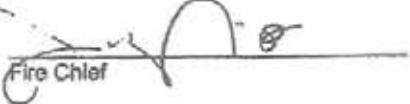
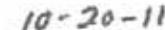


City Manager

Date

  
10/20/2011

Date

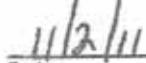
  
John S. O.  
Fire Chief  
10-20-11

Date

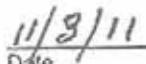
AFTER reading, understanding, and agreeing with the above, and having full authority to do so, I enter into this Baker County Mutual Aid Agreement on behalf of the following Agency/Department/District.

BAKER RURAL FIRE PROTECTION DISTRICT

Fire District

  
Bob  
Board President  
  
Howard J. Payton  
Fire Chief  
11/2/11

Date

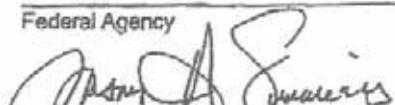
  
11/3/11

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.

BUREAU OF LAND MANAGEMENT (BLM)

Federal Agency

  
Jason Simmons, Vale District, Acting FMO

3/5/12  
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.

EAGLE VALLEY FIRE PROTECTION DISTRICT

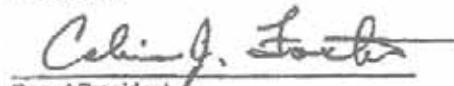
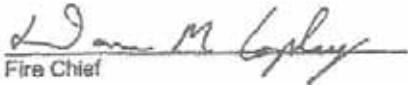
Fire District

  
Eric W. Simmons  
Board President 11-4-11  
  
Eric D. Dickey  
Fire Chief 11-21-11  
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.

GREATER BOWEN VALLEY FIRE PROTECTION DISTRICT

Fire District

  
Celia J. Foster  
Board President 11-9-11  
  
Dan M. Gulyas  
Fire Chief 11-3-11  
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.

HAINES FIRE PROTECTION DISTRICT

Fire District

Ronni A. Peter  
Board President

11-3-2011

Date

Tony Hampton  
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

Maria Beasire  
Mayor, or Administrator

11-2-11

Date

Eric Brown  
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

Mark Hall  
Board President

11-2-11

Date

Buzz Harper  
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 Skirth  
Board President

12/1/2011  
Date

Philip R. Whitley  
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 Jones  
Board President  
Sam West  
Fire Chief

12/1/2011  
Date  
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  
Joe Hassel  
Joe Hassel, NEO District Fire Supervisor, Baker City

1/5/2012  
Date  
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 Dall'Int

Board President

12-21-11

Date

Todd Robiche

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 Charles

Board President

3/13/12

Date

Walker 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

John May

Mayor, or Administrator

11/22/11

Date

Tony Mardis

Fire Chief

11/22/11

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.

**UNITY FIRE & EMS DEPARTMENT**

Fire Department

Mark E. Bennett  
Manager, or Administrator

10-04-2011  
Date

Administrator, or 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.

**EAGLE VALLEY AMBULANCE (RICHLAND)**

Agency/Department/District

Walter J. Foss  
Board President

9-7-2013  
Date

Lee Anderson  
EMS Administrator/Supervisor/Team Leader

9-7-2013  
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.

**HALFWAY AMBULANCE**

Agency/Department/District

Courtney Foster  
Board President

Date 1.9.2013

Terry Schmoe  
EMS Administrator/Supervisor/Team Leader

Date 1.9.2013

**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 Ordinance 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."

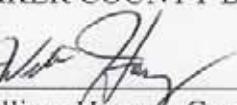
#### SECTION 12. EARLY DISCONTINUANCE OF SERVICE BY ASSIGNED PROVIDER

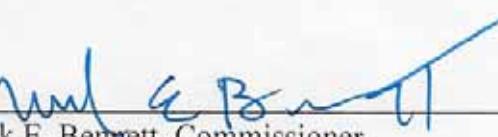
1. If an ambulance service provider alerts the County of its intent to discontinue services before the expiration of the personal service contract or agreement, the Board or the Administrator shall open the application process described in Section 9., above.
2. The Administrator shall develop a plan 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 27<sup>th</sup> day of April, 2022.

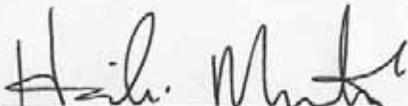
BAKER COUNTY BOARD OF COMMISSIONERS:

  
\_\_\_\_\_  
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: Shirtail Area added to Baker ASA
OCT-31, 2019	005	BCEM	Non-Substantive Changes to Basic Plan: Formatting/Spelling Errors/(Map Labeling/Appendix?)

