

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, May 18, 2022 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Information on Page 2

1. **Call to Order and Pledge of Allegiance: 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Approve Accounts Payable & Payroll Payables
 - b. Contract with the Department of Revenue for Assessor Map Maintenance
5. **Business Items**
 - a. Boardman Fire Rescue District Request for Ambulance License (Carrie Connelly, Attorney, Local Government Law Group P.C.)
 - b. IT Service Contracts (Darrell Green, Administrator)
 - c. Echo Solar Project Overview (Jeff L. Fox, Gallatin Power; Joe Torkelson, Gate Renewables)
 - d. Update – Mormon cricket control efforts (Jordan Maley, Gilliam County/Oregon State University Extension)
 - e. Update from Domestic Violence Services Inc. (Robbin Ferguson, Interim Executive Director)
 - f. Broadband Update (Aaron Moss, Broadband Fellow)
6. **Department Reports**
 - a. Treasurer’s Monthly Report (Jaylene Papineau)
7. **Correspondence**
8. **Commissioner Reports**
9. **Executive Session:** Pursuant to ORS 192.669(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed
10. **Sign documents**
11. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under “Upcoming Events”). Meeting Packets are also available the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about

items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

Zoom Meeting Information

<https://zoom.us/j/5416762546>

PASSWORD: 97836

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
 (Page 1 of 2)

(For BOC Use)
 Item #
4b

Please complete for each agenda item submitted for consideration by the Board of Commissioners
 (See notations at bottom of form)

Presenter at BOC: Mike Gorman Phone Number (Ext): 541-676-5607
 Department: Assessment & Tax Requested Agenda Date: 5-18-22
 Short Title of Agenda Item: **DOR Assessor Map Maintenance Contract**
 (No acronyms please)

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time:
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input checked="" type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Dept. of Revenue**

Contractor/Entity Address:

Effective Dates – From: **7/1/2022** Through: **6/30/23**

Total Contract Amount: **\$30,000** Budget Line: **101-103-5-20-3420**

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Mike Gorman	5/13/22	Department Director	Required for all BOC meetings
	5/16/22	Administrator	Required for all BOC meetings
_____	_____	County Counsel	*Required for all legal documents
_____	_____	Finance Office	*Required for all contracts; other items as appropriate.
_____	_____	Human Resources	*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Annual contract for Assessment Map Maintenance with Oregon Dept. of Revenue.

2. FISCAL IMPACT:

\$30,000

3. SUGGESTED ACTION(S)/MOTION(S):

Approve and sign

Attach additional background documentation as needed.

**INTERGOVERNMENTAL SERVICES AGREEMENT
CONTRACT #DOR-068-22**

This agreement is between The Oregon Department of Revenue (Department) and Morrow County (County).

This agreement is for map maintenance and related cartographic activities to be performed by the Department of Revenue for the County as authorized under ORS 306.125 and ORS 190.110.

Map maintenance and related cartographic activities shall be performed by the Department as requested by the County. All map maintenance work will be completed in accordance with state cadastral map standards. Mapping costs are based on estimated staff hours required to complete the work at a specified rate per staff hour. The figures shown below are for the fiscal year July 1, 2022 to June 30, 2023. Costs are subject to change for billable overruns. The rate per staff hour includes salaries, supplies, and overhead. In addition, the Department may furnish to the County maps used by the assessor's staff (related maps). These maps are related to map maintenance, but the cost is not included in the rate per staff hour. The cost to the County for related maps will be the actual cost. The County will be billed monthly for services performed and related maps. Payment shall be made within 30 days following each monthly billing.

The Department will make every effort to produce and maintain maps to state standards using correct cadastral procedures. Additionally, should an inadvertent mapping error occur, which causes an assessment to be incorrect, the County shall be responsible to make all administrative corrections to the assessment and incur all costs for the corrections.

Any charges for legal services or litigation costs that may be incurred by the Department at the request of the County are not covered by this agreement.

ACTIVITY	ESTIMATED STAFF HOURS	NOT-TO-EXCEED RATE PER STAFF HOUR	TOTAL COST
Map Maintenance and Related Activities	500	\$60.00	\$30,000
Related Maps		Actual	

It is understood and agreed that either party may terminate this agreement upon 90 days written notice. All work completed shall be paid for as of the last day stipulated in the termination notice. All completed work, maps, and records shall be turned over to the County for its use. It is understood and agreed that this agreement is subject to any law passed by the Legislative Assembly of Oregon affecting any provisions contained herein.

STATE OF OREGON, by and through its
DEPARTMENT OF REVENUE

By and through the COUNTY COURT or
BOARD OF COUNTY COMMISSIONERS
of Morrow County, Oregon

By _____
Kathryn Jones Date
Procurement Manager, DPO

By _____
County Judge or Chairperson Date
of the Board of County Commissioners

Internal Review

County Commissioner Date

By Rebecca Hall 5/11/22
Rebecca Hall Date
Unit Manager, Property Tax Division

County Commissioner Date

REVIEWED AND APPROVED

By *(Signature)* 5-13-22
Assessing Official of Morrow County Date

Oregon Health Authority

Public Health Division - Chapter 333

Division 250

AMBULANCE SERVICE LICENSING

333-250-0215

Review of License Application

(1) In reviewing an application for a license to operate an ambulance service, the Authority shall:

(a) Verify compliance with ORS chapter 682; ORS 820.300 through ORS 820.380; OAR chapter 333, division 255; OAR 847-035-0020 through 0025 and these rules; and

(b) Conduct an on-site licensing survey in accordance with OAR 333-250-0370.

(2) In determining whether to license an ambulance service, the Authority shall consider the following factors:

(a) The use of proper medical and communication equipment;

(b) The level of care provided ranging from basic life support to advanced life support;

(c) The level of staffing to support the type of service, local call volume and the needs of the area;

(d) Whether there are adequately trained staff;

(e) The ability to safely operate the ambulance service; and

(f) Whether there is a documented need for the service supported by the county government.

Statutory/Other Authority: ORS 682.017

Statutes/Other Implemented: ORS 682.017 - 682.117 & 682.991

History:

Renumbered from 333-250-0030, PH 7-2017, f. & cert. ef. 3-21-17

PH 1-2013, f. & cert. ef. 1-25-13

PH 2-2007, f. & cert. ef. 2-1-07

OHD 7-2001, f. & cert. ef. 4-24-01

HD 18-1994, f. 6-30-94, cert. ef. 7-1-94

[Please use this link to bookmark or link to this rule.](#)

v2.0.4

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BOARDMAN FIRE RESCUE DISTRICT

FIRE CHIEF MIKE HUGHES

300 SW WILSON LANE, BOARDMAN, OR 97818 541.481.3473 WWW.BOARDMANFD.COM

5/6/2022

County Commissioners
Morrow County

RE: Ambulance Transport License

Commissioners-

Boardman Fire Rescue District is committed to public safety within Boardman, our neighboring communities, and Morrow County. For the reasons outlined in the Chief's letter dated 4/21/2022, (attached for your convenience), Boardman Fire Rescue District is seeking an ambulance transport license. Obtaining County approval is the first step in applying for such a transport license. Once approved by the County, the District then submits the County's letter with its application to the Oregon Health Authority for State approval. An example application is attached. The State's process includes a physical inspection of the ambulance to ensure that it meets State standards. If the District's vehicle passes inspection, OHA may issue an ambulance transport license.

OHA's Ambulance Service Licensing website explains:

"OHA-EMS regulates all transporting EMS services. The first step to becoming an ambulance transport service in the State of Oregon is to contact the county in which you would like to conduct transport services. After you receive an approval letter from the county or counties, you can apply for an ambulance service license."

<https://www.oregon.gov/oha/PH/PROVIDERPARTNERRESOURCES/EMSTRAUMASYSTEMS/AMBULANCESERVICELICENSING/pages/index.aspx>

The applicable rule is set out in full, below. "Authority" refers to Oregon Health Authority:

333-250-0215

Review of License Application

- (1) In reviewing an application for a license to operate an ambulance service, the Authority shall:
 - (a) Verify compliance with ORS chapter 682; ORS 820.300 through ORS 820.380; OAR chapter 333, division 255; OAR 847-035-0020 through 0025 and these rules; and
 - (b) Conduct an on-site licensing survey in accordance with OAR 333-250-0370.
- (2) In determining whether to license an ambulance service, the Authority shall consider the following factors:
 - (a) The use of proper medical and communication equipment;
 - (b) The level of care provided ranging from basic life support to advanced life support;
 - (c) The level of staffing to support the type of service, local call volume and the needs of the area;
 - (d) Whether there are adequately trained staff;
 - (e) The ability to safely operate the ambulance service; and
 - (f) Whether there is a documented need for the service supported by the county government.



BOARDMAN FIRE RESCUE DISTRICT

FIRE CHIEF MIKE HUGHES

300 SW WILSON LANE, BOARDMAN, OR 97818 541.481.3473 WWW.BOARDMANFD.COM

The requested verification is required as part of the District's application, and is fully within the County's purview, alone. The request does not amend, implicate or contravene the current Morrow County ASA Plan. For your convenience, a form verification is attached for your review and approval. Feel free to use and/or modify, as desired.

Boardman Fire Rescue District appreciates your time and support during this process.

Thank you,

Mike Hughes
Fire Chief
Boardman Fire Rescue District

Approved:


Ken Browne – Chair
David Boor – Vice Chair
Lisa Pratt – Secretary
Loren Dieter – Director
Donnie Griggs – Director

Ambulance Transport License

Commissioners-

Boardman Fire Rescue District is committed to public safety within Boardman, our neighboring communities and Morrow County. Boardman Fire Rescue District is seeking to obtain an ambulance transport license. Getting County approval is the first step in obtaining a license. Once approved by the County, we would then apply to the Oregon Health Authority for State approval. Part of the State's process will be a physical inspection of the ambulance. The purpose of the physical inspection is to ensure the ambulance meets State and ORS standards. If we pass inspection and the ambulance is licensed, we could then provide medical transportation.

The primary reason we are seeking the transport license is to bring in outside revenue. We would like to use the outside revenue to enhance our high-risk low frequency training. Currently, the Fire District has IGA's with the Navy and Oregon Military Defense to provide wildland fire protection during bombing and firearms training. Recently, both entities have requested we provide medical services during these events in addition to fire protection.

In addition to providing medical services to our IGA partners, we would like to partner with Umatilla County Fire District to provide interfacility transports when they are over booked.

From time to time the Fire District performs high risk training such as live fire training, confined space rescue training and trench rescue training. Having our licensed ambulance on-site would allow us immediate transport in case of training injury.

Another benefit to having a transport license is the capability to back-up the primary transport provider in Boardman when their medical transport unit is committed to another assignment or is otherwise unavailable. We anticipate that it would account for less than .5% of the total call volume in Boardman. The current total medical calls in Boardman are roughly 500 per year. Lastly, having a transport license would allow the Fire District the capability to serve all of Morrow County when an ambulance is needed under other unforeseen incidents or mass-casualty incidents.

EMS & TRAUMA SYSTEMS

Portland State Office Building 800 NE Oregon Street, Suite 465 Portland, OR 97232-2162



APPLICATION FOR AMBULANCE SERVICE LICENSE

OHA-EMS regulates all transporting EMS services. The first step to becoming an ambulance transport service in the State of Oregon is to contact the county in which the ambulance service would like to conduct transport services. Each county maintains an Ambulance Service Area (ASA) Plan in which you would need to be included, per [OAR 333-260](#). A letter from the county or counties stating your service will be included in the ASA Plan must be attached to this application. A survey of the service facilities and ambulances will take place before a license is issued.

PAYMENT DUE:

- € **\$190.00** with a maximum of four full time paid positions
- € **\$625.00** with five or more full time paid positions

Make check payable to: OHA, EMS and Trauma Systems and mail to:

OHA-EMS
 PO Box 14260
 Portland, OR 97293-0260.

Name of Service	
Mailing address	
Telephone Number:	
FAX Number:	
E-Mail Address:	
Owner:	
Principal Contact Person:	
Medical Director	
Medical Director Email	
Type of Ownership:	

Type of Agency:	
Type of Service Provided:	
Ambulance Locations:	

Ambulance Vehicle Roster: Ambulance licenses can be applied and paid for in the ambulance service online account once a service license is issued.

Plate	VIN	Vehicle Manufacturer	Vehicle Year	Ambulance Type Ground Type 1, 2, or 3, Fixed Wing, or Rotor Wing

Level of personnel used: (Check all that apply)

- | | | | |
|---|---|---|------------------------------------|
| <input type="checkbox"/> EMR | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> EMT | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Advanced EMT | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> EMT-Intermediates | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Paramedics | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Registered Nurses | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Physician Assistants | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Physicians | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Non-EMT Drivers | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Pilots | <input type="checkbox"/> Paid full-time | <input type="checkbox"/> Paid part-time | <input type="checkbox"/> Volunteer |

Level of care provided: (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Basic level of care | -Personnel and equipment provided 24 hours-a-day |
| <input type="checkbox"/> Basic level of care | -Personnel and equipment provided only part of a 24 hours-a-day |
| <input type="checkbox"/> Intermediate level of care | -Personnel and equipment provided 24 hours-a-day |
| <input type="checkbox"/> Intermediate level of care | -Personnel and equipment provided only part of a 24 hours-a-day |
| <input type="checkbox"/> Advanced level of care | -Personnel and equipment provided 24 hours-a-day |
| <input type="checkbox"/> Advanced level of care | -Personnel and equipment provided only part of a 24 hours-a-day |

Training Director's Name: _____

Training Director, Email: _____

Medical Director Information:

Medical Director License # _____

Medical Director's Name: _____

Medical Director Email: _____

Signed Standing Orders: *(Standing orders must have been signed within the past twelve months.)*

- Signed standing orders for EMR Date signed:
- Signed standing orders for EMT Date signed:
- Signed standing orders for Advanced EMT Date signed:
- Signed standing orders for EMT-Intermediates. Date signed:
- Signed standing orders for Paramedics. Date signed:

- Our medical director has authorized the purchase and use of controlled substances.
If checked, you must have a DEA license containing the name of your medical director and the name and address of your ambulance service. A separate DEA license is required for each location where controlled substances are stored. (Stored does not mean the controlled substances that are kept on an ambulance.)

Our DEA license has an expiration date of:

- Our medical director has authorized the use of blood glucose monitoring devices to determine blood glucose levels. If checked, you must have a CLIA Laboratory Certificate of Waiver.

CLIA Number: Expiration Date:

Proof of financial responsibility as prescribed in ORS 682.105. If certificate is expired, attach a copy of current certificate of insurance. *(NOTE - Government owned services do not need to submit a certificate of insurance.)*

Ground Ambulance Liability:

Name of Insurance Company:

Expiration Date:

Air Ambulance Liability:

Name of Insurance Company:

Expiration Date:

Personnel Liability:

Name of Insurance Company:

Expiration Date:

Medicare/Medicaid Provider Numbers:

Medicare Number:

Medicaid Number:

STATEMENT OF TRUTH OF APPLICATION

I, _____, an authorized agent of the entity that owns and operates the ambulance service described in this application.

I certify that there has been no attempt to knowingly and willfully falsify, conceal, or omit a material fact, or make any false, fictitious, incomplete or fraudulent statements or representations, or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry for the purpose of obtaining or attempting to obtain an ambulance service license to operate in the State of Oregon. I have made a reasonable effort to verify the validity of documents submitted by employees, volunteers, ambulance-based clinicians, agents or EMS medical directors.

I authorize any persons or entities, including but not limited to hospitals, institutions, organizations, or governmental entities to release to the Authority any information, files, or records requested by the Authority in connection with the processing of this application.

Upon receiving an ambulance service license, I authorize the release of information by insurance companies, physicians, health care facilities (including but not limited to, hospitals, nursing homes, urgent care centers or primary care facilities) to the Authority relating to services provided by the ambulance service to those facilities or to patients being taken from or to those facilities.

(Authorized Agent to sign in presence of Notary Public)

Subscribed and sworn to before me this ____ day of _____, 20__ Notary
Notary Public for _____ My Commission Expires ____/____/____ Public
Seal

(Notary Signature)

[To Be Placed on Morrow County Board of Commissioners
Letterhead]

To: Oregon Health Authority (OHA)

Re: Verification of Need

To Whom It May Concern:

At its regular Morrow County Board of Commissioners meeting held on Wednesday, May 11, 2022, the Board of Commissioners considered the Boardman Fire Rescue District's (District) request for County verification of need. The District submitted its request pursuant to OAR 333-250-0215.

After reviewing all presented materials and based upon the Commission's own knowledge of Morrow County response needs, the Commissioners hereby confirm the need for ambulance transport services within Morrow County. This letter is intended as support for the District's application to OHA for an ambulance transport license pursuant to OAR 333-250-0215(2)(f), and may be submitted to OHA as such.

Sincerely,

Chair, Jim Doherty
Morrow County Board of Commissioners

Roberta Lutcher

From: Justin Nelson
Sent: Friday, May 6, 2022 2:25 PM
To: Roberta Lutcher
Cc: Jim Doherty
Subject: FW: Boardman Fire Rescue / Morrow Co. Health District
Attachments: Connelly 05-06-22 - re MCHD_ASA Plan.PDF

I think this should also be included in the packet for the 18th.
-Justin

Justin W. Nelson
Morrow County District Attorney
Morrow County Counsel
100 S. Court St.
P.O. Box 664
Heppner, OR 97836
Office: (541) 676-5626
Fax: (541) 676-5660
Email: jnelson@co.morrow.or.us

From: Amy K. Robertson <AKR@hartwagner.com>
Sent: Friday, May 6, 2022 2:10 PM
To: 'chc@localgovtlaw.com' <chc@localgovtlaw.com>
Cc: Jim Doherty <jdoherty@co.morrow.or.us>; Justin Nelson <jnelson@co.morrow.or.us>; Troy S. Bundy <TSB@hartwagner.com>
Subject: Boardman Fire Rescue / Morrow Co. Health District

STOP and VERIFY This message came from outside of Morrow County Gov

Dear Ms. Connelly:

Attached you will find correspondence from attorney Troy Bundy on behalf of Morrow County Health District.

Sincerely,

Amy K. Robertson
Legal Assistant to Troy Bundy
503-222-4499 PHONE
503-222-2301 FAX
hartwagner.com



Hart Wagner LLP
1000 SW Broadway, 20th Floor
Portland, OR 97205

**HART
WAGNER**^{LLP}
TRIAL ATTORNEYS

Troy S. Bundy

tsb@hartwagner.com

Admitted in Oregon and Washington

Twentieth Floor
1000 S.W. Broadway
Portland, Oregon 97205
Telephone (503) 222-4499
Fax (503) 222-2301

May 6, 2022

PRIVILEGED & CONFIDENTIAL

Carolyn Connelly

localgovtlaw.com

Local Government Law Group P.C.

975 Oak Street, Suite 700

Eugene, OR 97401

Re: *Boardman Fire Rescue District – ASA Plan*
Morrow County Health District
File No.: 30931

Dear Ms. Connelly:

I represent the MCHD. This letter is in response to the request made by your client, Boardman Fire District, to the Morrow County Commissioners. I thought it would be worth raising these points before any meeting before the Commissioners, so the legal issues are clear and misrepresentations do not occur in any public meeting.

Respectfully, your reliance on OAR 333-250-0215 is misplaced, as you have disregarded the very first requirement to be satisfied before an application can be tendered. This application process you reference assumes compliance with ORS Chapter 682, which relates to counties and ASA Plans. I have pasted the relevant portion of the OAR below, so you can see the first requirement of the Rule you are relying on.

333-250-0215

Review of License Application

(1) In reviewing an application for a license to operate an ambulance service, *the Authority shall:*

(a) *Verify compliance with ORS chapter 682;* ORS 820.300 through ORS 820.380; OAR chapter 333, division 255; OAR 847-035-0020 through 0025 and these rules.

Under ORS Chapter 682, there are two different options for counties to handle ambulance services. The first is to create an Ambulance Service Area Plan, as set out under ORS 682.062 and 682.063. The second is to run ambulances *without* an Ambulance Service Area Plan, under ORS 682.066. Only if there is *no* ASA Plan would the County be able to

allow a rural fire district to provide ambulance services of its own accord, not consider an ASA Plan, and make the determination you have requested. The statute states as follows:

“Provision of ambulance services when county plan not adopted. When a county plan is not adopted for a county under ORS 682.062, a person or governmental unit may provide ambulance services within the county. A city or rural fire protection district may provide such services within and outside the city or district boundaries in accordance with policies adopted by the governing body of the city or district, including operation in other districts or cities by intergovernmental agreement under ORS chapter 190.”(ORS 682.066)

Here, however, **ambulance services are regulated under the approved ASA Plan.** Therefore, one must look to the ASA Plan in determining how this works. Keep in mind, without intending to be facetious, the letter “A” (from ASA) stands for “Ambulance.” The letters “SA” stand for “Service Area.” Therefore, if you want to run an “ambulance” anywhere within the “service area” (Morrow County), you must review and comply with the Ambulance Service Area Plan. In order to comply with OAR 333-250-0215, the Rule you are citing, you must first comply with the ASA Plan, as it is described in ORS Chapter 682, and as it is specifically referenced in subsection (1)(a) of the Administrative Rule you are relying on.

You have requested that the County satisfy Subsection (2)(f) of that OAR, which provides that the County establish a **documented need for the ambulance service.** So, you must first look to ORS Chapter 682 before you make your way down to the last requirement of the Rule you cite.

With this in mind, I will explain the ASA Plan and how it operates with regard to new ambulance services. First, let’s examine your representation and the question you have asked of the Commissioners. You state:

“OHA must review ‘Whether there is a documented need for the service supported by the County government.’ OAR 333-250-0215(2)(f). That need is documented by a letter from the County at issue submitted with the license application. To that end, the FD is requesting such a verification letter from Morrow County to submit with its application. Such approval is solely within Morrow County’s purview and authority.”

You are in error. The OAR in question can be used to approve an ambulance service provider if either (1) The ASA Plan is followed; or (2) If there is no ASA Plan. As stated in the ASA Plan document, under “Provider Selection: (3)(a) ***The Morrow County ASA Plan will serve as standards established to evaluate the efficiency and effectiveness of existing service providers as well as establishing guidelines for potential applicants to a service***

area.” The EMS Advisory Committee is given the authority to conduct this analysis and suggest changes/amendments, etc. So, the question you are asking of the Commissioners requires using and interpreting the ASA Plan to prepare such a response. *The ASA Plan is Administered by the EMS Advisory Committee*, as set out in “Coordination-Administration of the Plan, Section 1.” That Committee is the entity responsible for making the determination you have requested.

The ASA Plan covers new ambulance service provider applications on pages 24 and 25 of the Plan. Paragraph 1 of the “PROVIDER SELECTION” section also states as follows:

“Morrow County Ambulance Service (MCAS), owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:”

This section implies that only one ambulance service can be assigned to the Ambulance Service Area at any given time, not two. There are two options: (1) MCAS can choose to step down; or (2) The Health District can “remove” MCAS from the assigned area/ASA (Ambulance Service Area). This is because the County wished to avoid creating confusion and opportunity for what is known as “call jumping,” which has been declared illegal under Oregon law. This occurs when multiple providers respond to a given call. Call jumping results in increased risk of injury and death to bystanders during high speed emergency response, results in confusion of chain of command, and results in treatment delays. So, there can be only one ambulance service provider in any given ASA under the Morrow County Plan, as it is currently written.

Also, please note the “colon” at the end of the section (“from the assigned area:”). This means that the words following this statement set out the “legal steps” to be taken to become an approved ambulance service provider under the Plan. This is described in Paragraph 3(a)-(d). In this section, the ASA Plan states that any provider wishing to run an ambulance in the ASA (aka “Morrow County”) must prepare an application and do the following: (1) Meet all standards contained in the ASA Plan applicable to ambulance service providers; (2) The Health District must meet and determine whether the current service provider is effective and efficient and, if not, whether the applicant would help improve this; (3) If a new service area provider is required, this must be advertised, so other providers in the area can have an opportunity to apply; and (4) The Morrow County Health District is responsible for reviewing all applications and consulting with the EMS Advisory Committee in making those decisions on approving a new provider.

Here, MCAS still desires to provide the ambulance service in the area. So, the next question is whether proper steps have been followed to reassign the area in the Service Area to a new provider. They have not. There has been no application, there has been no public

Carolyn Connelly
May 6, 2022
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notice and advertisement of vacancy, there has been no determination by the Health District that a new (or even an additional) service provider is required, and the EMS Advisory Committee has not recommended an applicant. The ASA Plan controls this activity.

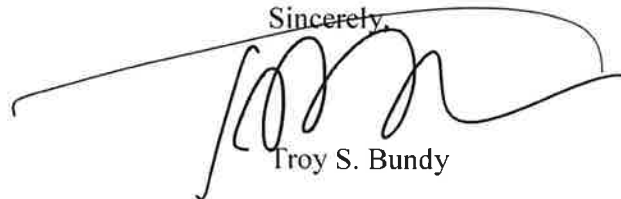
Regardless of all this, let's assume, just for the sake of argument, the BFD owned an OHA-approved, licensed ambulance. The fact remains that, in order to drive that vehicle out of the driveway and make any kind of a run, it would have to drive through the designated Ambulance Service Area (Morrow County). If it is an ambulance and if it is driving through the service area covered by the Plan, then it is controlled by the ASA Plan. There is no "work around" here. There really is no "avoidance" of the ASA Plan here. Your representation that this proposed activity does not contravene the ASA Plan is not true.

It is not clear to me how there can be a disagreement about this, unless you have not been provided a copy of the ASA Plan. Everything is very clearly spelled out in that document. I am willing to provide you with a copy, if you have not read the document cover to cover. It is not very long and it explains the process you are embarking on, in detail.

That said, if you can explain how an ambulance operating in the designated ambulance service area does not have to comply with the Ambulance Service Area Plan, I am intrigued by that analysis. But, based on the materials I have reviewed, this is the only logical, legal conclusion one could make. Otherwise, there would be no reason for a plan at all.

If the BFD has a proposal to make with regard to ambulance services that involve supplemental, limited services that do not infringe upon or involve services already being provided by the County-designated ambulance service provider within the existing Ambulance Service Area, then that would probably merit consideration by the EMS Advisory Committee. The Advisory Committee could then engage in the "need" review, based upon the request for limited use, and, if appropriate, make the determination BFD needs, so the new ambulance could go through OHA inspection for licensure. If this process is of interest, then please let me know and I can inform the necessary parties.

Sincerely,

A handwritten signature in black ink, appearing to be 'Troy S. Bundy', written over a horizontal line.

Troy S. Bundy

TSB/akr

cc: Jim Doherty/Board of Commissioners
Justin Nelson/Morrow Co. District Attorney
Emily Roberts, CEO / Morrow Co. Health Dist.



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

05/16/2022

Dear Morrow County Board of Commissioners,

I respectfully request that the enclosed documents be added to the agenda/packet related to the Board’s scheduled discussion of Boardman Fire Rescue District’s request for an ambulance license.

Here is a brief description of each document:

- **Ambulance Service Area Plan** – This document, which has been approved by the Morrow County Board of Commissioners and the Oregon Health Authority, governs the provision of EMS services in Morrow County.
- **Letter from Hart Wagner to Boardman Fire Rescue District, Dated March 1, 2022** – This letter includes a legal analysis of issues related to the interpretation of the ASA Plan.
- **EMS Advisory Committee Determination** – This determination was jointly issued by the Morrow County EMS Advisory Committee and Morrow County Health District following a meeting of the EMS Advisory Committee on March 31, 2022.
- **Letter from Hart Wager to Commissioner Doherty, Dated April 25, 2022** – This letter explains the appropriate process for consideration of a new ambulance service provider.
- **Letter from Hart Wager to Local Government Law Group, Dated May 6, 2022** – This letter explains the appropriate legal process for review of ambulance license applications.

Sincerely,

Emily Roberts
 Chief Executive Officer
 Morrow County Health District

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

MORROW COUNTY
AMBULANCE SERVICE AREA PLAN

Morrow County Ambulance Service Area Plan

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DEFINITIONS

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

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

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

OVERVIEW OF MORROW COUNTY

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

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

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

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

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

BOUNDARIES

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

ASA NARRATIVE DESCRIPTION

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

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

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

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

9-1-1 NARRATIVE DESCRIPTION

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

INCORPORATED CITIES (See Appendix #3)

FIRE DISTRICT BOUNDARIES (See Appendix #4)

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

ASA ALTERNATIVES CONSIDERED TO REDUCE RESPONSE TIMES

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

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

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

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

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

SYSTEM ELEMENTS – PRE-ARRANGED NON-EMERGENCY TRANSFERS

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

SYSTEM ELEMENTS - TIMES

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

SYSTEM ELEMENTS - LEVEL OF CARE

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

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

SYSTEM ELEMENTS - PERSONNEL

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

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

SYSTEM ELEMENTS - MEDICAL SUPERVISION

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

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

SYSTEM ELEMENTS - PATIENT CARE EQUIPMENT

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

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

SYSTEM ELEMENTS - VEHICLES

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

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

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

SYSTEM ELEMENTS - TRAINING

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

SYSTEM ELEMENTS - QUALITY ASSURANCE

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

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

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

c. QA Problem Resolution

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

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

COORDINATION - ADMINISTRATION OF THE PLAN

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

COORDINATION - COMPLAINT REVIEW PROCESS

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

COORDINATION - MUTUAL AID AGREEMENT

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

COORDINATION - DISASTER RESPONSE

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

c. Additional Ambulances

(1) Rotary-wing ambulances

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

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

(2) Fixed-wing ambulances

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

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

(3) Ground ambulances

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

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

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

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

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

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

1. Mass Casualty Incident (MCI) Management Plan
 - a. The plan is intended for use when any single incident or combination of incidents depletes the resources of any single provider or providers during the normal course of daily operations.
 - b. The plan identifies the responsibility of the provider concerning:
 - (1) Coordination;
 - (2) Communication;
 - (3) Move up;
 - (4) Triage; and
 - (5) Transportation.
 - c. The EMS Advisory Committee will periodically review the MCI plan and revise it to meet the counties need. Following the review and changes the Director of Emergency Management will be asked to amend the changes to the Medical component of the County Emergency Management Plan and the modified MCI plan will be promulgated. For MCI Plan and Approval letter, (See Appendix #7.)

EMERGENCY COMMUNICATIONS AND SYSTEMS ACCESS TELEPHONE

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

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

3. Radio System:

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

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

PROVIDER SELECTION

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

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

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

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

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

THE MASS CASUALTY INCIDENT PLAN

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

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

COORDINATION - PERSONNEL AND EQUIPMENT RESOURCES

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

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

c. Specialized Rescue

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

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

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

d. Extrication

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

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

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

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

APPENDIX #6

MORROW COUNTY AMBULANCE
MUTUAL AID AGREEMENT

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

WHEREAS the parties recognize the possibility that numerous medical responses and/or disaster conditions in one Party's area could create insufficient resources to allow for effective operation of Emergency Medical Services in that area; and to accommodate those times when one Party is in need of emergency assistance; and

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

NOW THEREFORE, it is agreed as follows:

1. Both parties agree to furnish personnel and equipment to the other Party when requested by competent authority, provided assisting Party has available adequate personnel and equipment to reasonably provide assistance,
2. The Parties agree to maintain compatible radio communication capabilities with each other.
3. It is mutually agreed and understood that this agreement shall not relieve either Party of the responsibility for Emergency Medical Services within its own district, nor does this agreement create any right in, or obligation to, third parties by either Party which would not exist in the absence of this agreement. It is the intent of this agreement to provide reasonable assistance only, and not primary responsibility.
4. It is agreed that this agreement for mutual aid shall constitute the sole consideration for the performance hereof, and that neither Party shall be obligated to reimburse that other for use of equipment or personnel. During the course of rendering aid, the personnel and equipment of each party shall be at risk of that Party. Each Party shall protect its personnel performing under this agreement by adequate workman's compensation insurance. Each Party shall obtain and maintain in full force and effect adequate public liability and property damage insurance to cover claims for injury to persons or damage to property arising from such Party's performance of this agreement, and all right and subrogation right against each other, and against the agents and employees of each other for liability and damages covered, unless to do so would void such insurance coverage.

5. This agreement shall be and remain in full force and effect from and after the date of execution set opposite the signature of each Party until terminated or modified. This agreement may be modified at any time by mutual consent of the Parties, and terminated by Party upon reasonable notice.
6. In the event of a Presidential Disaster Declaration, or the Conflagration Act being invoked, this agreement shall not preclude or bar providers from claim for, or collection of, any type of reimbursement, payment, or restitution.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the day set opposite the respective signature of each; said execution having been heretofore first authorized in accordance with law.

_____ Signature Title Date

_____ Signature Title Date

**HART
WAGNER^{LLP}**
TRIAL ATTORNEYS

Troy S. Bundy

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Admitted in Oregon and Washington

Twentieth Floor
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Portland, Oregon 97205
Telephone (503) 222-4499
Fax (503) 222-2301

March 1, 2022

PRIVILEGED & CONFIDENTIAL

Emily Reynolds Roberts
Chief Executive Officer
Morrow County Health District
564 E. Pioneer Drive
Heppner, OR 97836

Re: *Boardman Fire Rescue District – ASA Plan*
Morrow County Health District
File No.: 30931

Members of the Board:

Ms. Reynolds Roberts requested my assistance in analyzing certain issues that have arisen recently involving interpretation of the current Ambulance Service Area Plan (ASP) for Morrow County including appropriate coordination of dispatch, ethics concerns and liability exposures for participants. As brief background, I am a senior partner of my law firm and Director of the Health Law Section. I have been practicing in the areas of Health Law and Professional Liability Litigation for over 25 years. I have tried countless cases over the course of my career. Representative clients include Kaiser Permanente, The Corvallis Clinic, The Doctors Company, CNA, PeaceHealth, Physicians Insurance and a myriad of other large and small clinics over the Pacific Northwest. I frequently deal with the Oregon Health Authority and all of the professional boards in the states of Oregon and Washington.

The procedures for adopting ASPs are set out under the Oregon Administrative Rules (OAR) in Chapter 333. To be clear, the ASP is the controlling document in this case. ASPs are approved by the County. The County presents the proposed ASP to the State of Oregon, Public Health Division – Oregon Health Authority (OHA) for approval. Once approved, the ASP controls *all aspects* of the ambulance service area in question. In this case, that is Morrow County. By “all aspects,” I mean that this includes the coordination of “non-transporting EMS Providers” (The Fire District). OAR 333-260-0020(6)(e)(A).

The ASP specifically grants the Morrow County Health District Board the power and authority to interpret, administer and enforce the ASP. Therefore, the District has been endorsed by the State of Oregon OHA as the controlling entity with respect to the Ambulance Service Area in question. “The Board,” as it is referenced in the ASP, appoints the EMS Advisory Committee, and that Committee is composed of representatives from every relevant professional specialty. This includes an MD, EMT reps, Nursing services from the local hospitals, 911

Service, Fire, etc. That Committee administers the ASP and advises the Board on issues concerning coordination of dispatch for all matters involving the ASP. The advisory opinion is considered, and the Board will vote on the recommendations of the Advisory Committee. The Board's vote controls. Period.

Next, we should discuss call jumping. Call jumping is illegal under OAR 222-265-0083(15), which provides that EMS providers are violating the law if they are "responding to scenes in which the EMS provider is not **properly** dispatched ("call-jumping"), whether in a private auto, ambulance, or other vehicle, ***in violation of local protocols, procedures***, or ordinances, ***or interfering with the safe and effective operation of an EMS system.***" A non-transporting EMS provider responding to calls that require a transport, for instance, violates this rule because it violates the ASP (the "local protocol and procedure") and it also interferes with the safe and effective operation of the EMS system. The ASP gives the District control of the ***entire*** service area. Regardless of being dispatched by a county sheriff, the ASP demands that "appropriate dispatch" occur. Appropriate dispatch means that the appropriate unit be sent out. That is an ambulance unit operated by the District. There is no provision contained within the ASP giving the Fire District the ability to respond to ***all*** calls. Instead, page 9 of the ASP provides:

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

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

The ASP is very clear. Unless a response to a call may be delayed, then the District will respond. The District "may" ask other agencies to respond, "such as the fire district." There is no provision in the ASP for coordination of a non-transporting EMS provider outside of this provision in the Plan. Non-Transporting EMS providers, like the Fire District are subject to the ASP and, therefore, are subject to the control of the District, which acts through the Board, which acts through the EMS Advisory Committee. OAR 333-260-0020(6)(e)(A).

The Boardman Fire District apparently wants to give itself more control. This is illegal. As stated on Page 18 of the ASP: "***The Morrow County ASA Plan shall be administered by the EMS Advisory Committee. As representatives of the Board.***" Whatever the EMS Advisory Committee determines, goes, as long as the Board does not disagree. The Committee structure is set out on pages 13 and 14 of the ASP. The Sheriff has no authority to interpret or administer the ASP, nor does a Fire Chief. Again, violating the ASP in this fashion would be call jumping. Call jumping, just like the privacy rule discussed below, is subject to sanction by the OHA, and this includes revocation of licensure for any EMS personnel involved.

Turning to privacy issues, please understand that it is absolutely prohibited for any EMS provider to discuss ***any*** information about their calls. Doing so is grounds for revocation of licensure. The comment was made that EMS providers may not be subject to HIPAA. This

generally boils down to a matter of billing for services, but can be true, and this is the exact reason why the OHA created the very first ethical rule specified in the OARs under OAR 333-265-0083(1): It is contrary to the recognized standards of ethics for an EMS provider to “knowingly or willfully violate a patient’s privacy or confidentiality **by releasing information** to persons not directly involved in the care or treatment of the patient.” Please note that this rule applies to **all** information, not just HIPAA information, which would be defined as “Protected Health Information.” This rule is much broader than HIPAA. **No information of any kind** should be discussed by an EMS provider with anyone not involved in the call. If you do so, you will be sanctioned by the OHA.

The range of available sanctions are broad, but can be severe, including the permanent loss of licensure, fines, restrictions on practice, payment of the OHA attorneys’ fees, etc. The rule is broad because what happens in the field, must stay in the field. It is possible for outside individuals to figure out who was involved in the call as a patient without a name or address being used. EMS providers are in a position of trust. Any sense from the public that their problems might be spread around town by gossiping, unprofessional EMS personnel might affect their decision to call in an emergency later. The State of Oregon would rather revoke a license instead of having a member of the public harmed because they overdosed and held off calling for EMT service. I have defended countless professionals for privacy rights violations before state boards, and I have also represented them in court when the patients sued them for invasion of privacy.

Next, we should discuss liability. I am privy to an opinion statement provided by County Counsel. The conclusion was, in a nutshell, that there would be no liability for the county if dispatch were to summon the Fire District to every call. Essentially, the determination was made that, because the EMS personnel would be performing services within their licensure, there would be no liability. Although the analysis is correct in the general sense that licensed EMTs **can** provide services they are licensed to provide, I interpret the question differently, with all due respect to counsel.

Liability would be a concern in the event the District showed up to a call they were not equipped to respond to and slowed or interfered with the District’s care and treatment of the patient. A clever plaintiff’s attorney would argue that this interference resulted in a delay of care. The current dispute at issue is well-publicized. The Fire District has posted about the issue and was even interviewed in a local paper. The ASP would be considered. Issues concerning call jumping would be raised. But, all in all, the County would be at risk because it would have allowed the Fire District to violate the ASP or, at a minimum, attend calls that it need not attend. Sometimes less hands are better than more hands that need not be there in the first place. If the Fire District arrives on scene first and begins treating, then what happens when the transport arrives? Would the same decisions have been made? Did the previous care in the moments before transport arrival result in an argument or a dispute? Was this overheard by the patient?

One of the purposes behind the ASP, and all ASPs in general, is to distribute resources in a way that maximizes the return. This, in turn, creates a safer community. Sending out multiple resources to a scene where only one ambulance/crew is required is nonsensical. It is also a violation of the ASP and will increase the risk of liability for the County, the Health District, and

Emily Reynolds Roberts

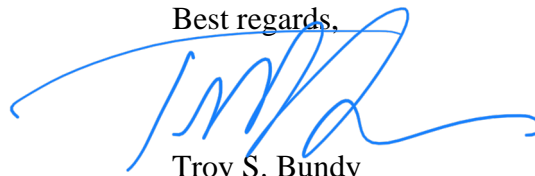
March 1, 2022

Page 4

the Fire District. My recommendation is that the District should function as it always has, and as all other Districts function today. The Fire Districts respond to fire and MVA calls. Everything else rests within the exclusive jurisdiction of the District. A failure to do so will create long term problems. It is imperative that the Fire District and Health District work together in providing the best service possible. This current dispatch plan is not consistent with the ASP. It is dangerous, leads to infighting and certainly creates ethical problems for the Fire District EMTs that could lead to revocation of licensure.

If you have further questions, I am happy to answer them. Please do not hesitate to call.

Best regards,

A handwritten signature in blue ink, appearing to read 'Troy S. Bundy', with a large, sweeping flourish extending to the right.

Troy S. Bundy

TSB/akr



DETERMINATION
**Morrow County Health District
ASA Plan EMS Advisory Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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



**MORROW COUNTY
HEALTH DISTRICT**
Excellence in Healthcare

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

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

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

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

4-27-22

Donna Sherman, Morrow County EMS Advisory Committee Chair

Date

4/27/22

John Murray, Morrow County Health District Board Chair

Date

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

HART
WAGNER^{LLP}
TRIAL ATTORNEYS

Troy S. Bundy

tsb@hartwagner.com

Admitted in Oregon and Washington

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Portland, Oregon 97205
Telephone (503) 222-4499
Fax (503) 222-2301

April 25, 2022

VIA EMAIL

Jim Doherty
Board Chair/Commissioner
Morrow County
Board of Commissioners Office
P.O. Box 788
Heppner, OR 97836
jdoherty@co.morrow.or.us

Re: *Morrow Co. Health District / Boardman Fire & Rescue*
Our File No. 30931

Dear Commissioner Doherty:

It is my understanding that the Board of Commissioners is meeting this Wednesday to discuss details surrounding the Fire District's request to either obtain ambulance service provider approval or attend all calls sent to dispatch as a non-transporting service provider. Bluntly, and without intending to offend the Commissioners, the County Commissioners do not have any authority to even consider approving a new ambulance service provider at this point. The County delegated this responsibility to the Morrow County Health District under the ASA Plan long ago. This, of course, makes perfect sense, because the Commissioners simply decided to place the responsibility for doing so into the hands of those with the most experience, education and training with regard to the topic of ambulance and medical transport safety/efficiency.

I will deal with the former issue first, because it is the simplest to explain. The ASA Plan covers new ambulance service provider applications on pages 24 and 25 of the Plan. Paragraph 1 of the "PROVIDER SELECTION" section states as follows:

"Morrow County Ambulance Service (MCAS), owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:"

In the first place, this section implies that only one ambulance service can be assigned to the Ambulance Service Area at any given time, not two. There are two options: (1) MCAS can choose to step down or (2) The Health District can “remove” MCAS from the assigned area/ASA (Ambulance Service Area). This is because the County wished to avoid creating confusion and opportunity for what is known as “call jumping,” which has been declared illegal under Oregon law. This occurs when multiple providers respond to a given call. Call jumping results in increased risk of injury and death to bystanders during high speed emergency response, results in confusion of chain of command, and results in treatment delays. You cannot do this. It is illegal. So, there can be only one ambulance service provider in any given ASA under the Plan, as it is written.

Also, please note the “colon” at the end of the section (“from the assigned area:”). This means that the words following this statement set out the “legal steps” to be taken to become an approved ambulance service provider under the plan. This is described in Paragraph 3(a)-(d). In this section, the ASA Plan states that any provider wishing to run an ambulance in the ASA (aka “Morrow County”) must prepare an application and do the following: (1) Meet all standards contained in the ASA Plan applicable to ambulance service providers; (2) The Health District must meet and determine whether the current service provider is effective and efficient and, if not, whether the applicant would help improve this; (3) If a new service area provider is required, this must be advertised, so other providers in the area can have an opportunity to apply; and (4) The Morrow County Health District is responsible for reviewing all applications and consulting with the EMS Advisory Committee in making those decisions on approving a new provider.

Here, MCAS still desires to provide the ambulance service in the area. So, the next question is whether proper steps have been followed to reassign the area in the Service Area to a new provider. They have not. There has been no application, there has been no public notice and advertisement of vacancy, there has been no determination by the Health District that a new (or even an additional) service provider is required, and the EMS Advisory Committee has not recommended an applicant. The ASA Plan controls this activity. This is the entire reason the Commissioners approved the ASA Plan and then sent it to the OHA for approval. It is the “law of the land” when it comes to ambulances in the Service Area, generally known as Morrow County.

Next, with regard to the Fire District’s requests to respond to all service calls, regardless of whether they are needed, this matter has been working its way through the promulgated process, which involves a run through the EMS Advisory Committee, the MCHS Board, and then the OHA process. Again, the ASA Plan specifies the process, which is being followed now. The County-approved ASA Plan process does not involve the Commissioners at this point.

Any proposed Amendment of the ASA Plan must go through the select committees and be approved. At that point, any amendments would be incorporated into the proposed Amended version of the ASA Plan and presented to the Commissioners for approval. Upon approval, this amended version of the ASA Plan would be presented to the Oregon Health Authority for approval.

At this point, Chief Hughes has already presented his case to the EMS Advisory Committee and the request is working its way through the MCHD Board. The Health District designated a multidisciplinary team of experts and professionals from all involved disciplines to consider all requests, like the ones made by Chief Hughes, and reach a determination with regard to community safety and preservation of the available resources. Those individuals include: Fire, Physician Medical, Hospital Nursing, 911, EMS, QRT etc. If the specialty team determines change or modification is appropriate, in order to promote safety and efficient use of resources, then the Commissioners will be asked to approve that change after being presented with the evidence. Circumventing the process that is detailed in the ASA Plan is not allowed, as the Commissioners' determinations may contradict the ASA Plan and confuse the entire process. Chief Hughes has continually stated during this process that the "County runs the ASA Plan." He is mistaken. The County *approves* the ASA Plan and *delegates* the implementation, coordination and preservation of the Plan to the District. This occurred decades ago. As stated in the ASA on page 17: "**COORDINATION-ADMINISTRATION OF THE PLAN:** (1) *The Morrow County ASA Plan shall be administered by the EMS Advisory Committee*, as representatives of the Board (MCHD)... (2) The EMS Advisory Committee shall ... recommend changes to the ASA Plan and EMS ordinance designed to ... address ongoing growth and changes in the EMS system in Morrow County, the state and the nation."

Respectfully, to the Commissioners, your role has not yet been triggered at this point in the process. It is my recommendation that the matter be taken off the agenda, as it is not only premature, but completely unauthorized under the very rules either you or your predecessors approved many years ago. A review of the ASA Plan makes this perfectly clear. There is no grey area here. I am free to answer any questions you might have, and am happy to make myself available to you all or discuss this with County Counsel.

Sincerely,

A handwritten signature in black ink, appearing to read 'TSB', with a long horizontal flourish extending to the right.

Troy S. Bundy

TSB/akr

cc: Emily Roberts, CEO/Morrow Co. Health District

Troy S. Bundy

tsb@hartwagner.com

Admitted in Oregon and Washington

Twentieth Floor
1000 S.W. Broadway
Portland, Oregon 97205
Telephone (503) 222-4499
Fax (503) 222-2301

May 6, 2022

PRIVILEGED & CONFIDENTIAL

Carolyn Connelly

localgovtlaw.com

Local Government Law Group P.C.

975 Oak Street, Suite 700

Eugene, OR 97401

Re: *Boardman Fire Rescue District – ASA Plan*
Morrow County Health District
File No.: 30931

Dear Ms. Connelly:

I represent the MCHD. This letter is in response to the request made by your client, Boardman Fire District, to the Morrow County Commissioners. I thought it would be worth raising these points before any meeting before the Commissioners, so the legal issues are clear and misrepresentations do not occur in any public meeting.

Respectfully, your reliance on OAR 333-250-0215 is misplaced, as you have disregarded the very first requirement to be satisfied before an application can be tendered. This application process you reference assumes compliance with ORS Chapter 682, which relates to counties and ASA Plans. I have pasted the relevant portion of the OAR below, so you can see the first requirement of the Rule you are relying on.

333-250-0215

Review of License Application

(1) In reviewing an application for a license to operate an ambulance service, **the Authority shall:**

(a) **Verify compliance with ORS chapter 682;** ORS 820.300 through ORS 820.380; OAR chapter 333, division 255; OAR 847-035-0020 through 0025 and these rules.

Under ORS Chapter 682, there are two different options for counties to handle ambulance services. The first is to create an Ambulance Service Area Plan, as set out under ORS 682.062 and 682.063. The second is to run ambulances *without* an Ambulance Service Area Plan, under ORS 682.066. Only if there is **no** ASA Plan would the County be able to

allow a rural fire district to provide ambulance services of its own accord, not consider an ASA Plan, and make the determination you have requested. The statute states as follows:

“Provision of ambulance services when county plan not adopted. When a county plan is not adopted for a county under ORS 682.062, a person or governmental unit may provide ambulance services within the county. A city or rural fire protection district may provide such services within and outside the city or district boundaries in accordance with policies adopted by the governing body of the city or district, including operation in other districts or cities by intergovernmental agreement under ORS chapter 190.”(ORS 682.066)

Here, however, **ambulance services are regulated under the approved ASA Plan.** Therefore, one must look to the ASA Plan in determining how this works. Keep in mind, without intending to be facetious, the letter “A” (from ASA) stands for “Ambulance.” The letters “SA” stand for “Service Area.” Therefore, if you want to run an “ambulance” anywhere within the “service area” (Morrow County), you must review and comply with the Ambulance Service Area Plan. In order to comply with OAR 333-250-0215, the Rule you are citing, you must first comply with the ASA Plan, as it is described in ORS Chapter 682, and as it is specifically referenced in subsection (1)(a) of the Administrative Rule you are relying on.

You have requested that the County satisfy Subsection (2)(f) of that OAR, which provides that the County establish a **documented need for the ambulance service.** So, you must first look to ORS Chapter 682 before you make your way down to the last requirement of the Rule you cite.

With this in mind, I will explain the ASA Plan and how it operates with regard to new ambulance services. First, let’s examine your representation and the question you have asked of the Commissioners. You state:

*“OHA must review ‘Whether there is a documented need for the service supported by the County government.’ OAR 333-250-0215(2)(f). That need is documented by a letter from the County at issue submitted with the license application. To that end, the FD is requesting such a verification letter from Morrow County to submit with its application. **Such approval is solely within Morrow County’s purview and authority.**”*

You are in error. The OAR in question can be used to approve an ambulance service provider if either (1) The ASA Plan is followed; or (2) If there is no ASA Plan. As stated in the ASA Plan document, under “Provider Selection: (3)(a) ***The Morrow County ASA Plan will serve as standards established to evaluate the efficiency and effectiveness of existing service providers as well as establishing guidelines for potential applicants to a service***

area.” The EMS Advisory Committee is given the authority to conduct this analysis and suggest changes/amendments, etc. So, the question you are asking of the Commissioners requires using and interpreting the ASA Plan to prepare such a response. **The ASA Plan is Administered by the EMS Advisory Committee**, as set out in “Coordination-Administration of the Plan, Section 1.” That Committee is the entity responsible for making the determination you have requested.

The ASA Plan covers new ambulance service provider applications on pages 24 and 25 of the Plan. Paragraph 1 of the “PROVIDER SELECTION” section also states as follows:

“Morrow County Ambulance Service (MCAS), owned and operated by the Morrow County Health District, and who have been providing ambulance service for the past fifty years shall be named to provide ambulance service in their area of assignment as specified in this plan, until such time they no longer desire to do so or legal steps have been taken to remove the provider from the assigned area:”

This section implies that only one ambulance service can be assigned to the Ambulance Service Area at any given time, not two. There are two options: (1) MCAS can choose to step down; or (2) The Health District can “remove” MCAS from the assigned area/ASA (Ambulance Service Area). This is because the County wished to avoid creating confusion and opportunity for what is known as “call jumping,” which has been declared illegal under Oregon law. This occurs when multiple providers respond to a given call. Call jumping results in increased risk of injury and death to bystanders during high speed emergency response, results in confusion of chain of command, and results in treatment delays. So, there can be only one ambulance service provider in any given ASA under the Morrow County Plan, as it is currently written.

Also, please note the “colon” at the end of the section (“from the assigned **area:**”). This means that the words following this statement set out the “legal steps” to be taken to become an approved ambulance service provider under the Plan. This is described in Paragraph 3(a)-(d). In this section, the ASA Plan states that any provider wishing to run an ambulance in the ASA (aka “Morrow County”) must prepare an application and do the following: (1) Meet all standards contained in the ASA Plan applicable to ambulance service providers; (2) The Health District must meet and determine whether the current service provider is effective and efficient and, if not, whether the applicant would help improve this; (3) If a new service area provider is required, this must be advertised, so other providers in the area can have an opportunity to apply; and (4) The Morrow County Health District is responsible for reviewing all applications and consulting with the EMS Advisory Committee in making those decisions on approving a new provider.

Here, MCAS still desires to provide the ambulance service in the area. So, the next question is whether proper steps have been followed to reassign the area in the Service Area to a new provider. They have not. There has been no application, there has been no public

Carolyn Connelly

May 6, 2022

Page 4

notice and advertisement of vacancy, there has been no determination by the Health District that a new (or even an additional) service provider is required, and the EMS Advisory Committee has not recommended an applicant. The ASA Plan controls this activity.

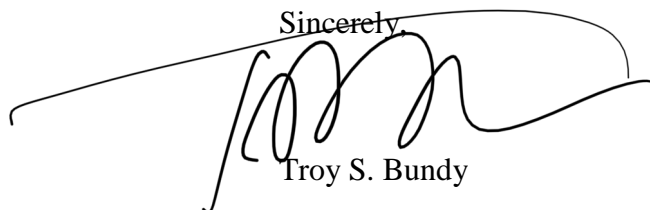
Regardless of all this, let's assume, just for the sake of argument, the BFD owned an OHA-approved, licensed ambulance. The fact remains that, in order to drive that vehicle out of the driveway and make any kind of a run, it would have to drive through the designated Ambulance Service Area (Morrow County). If it is an ambulance and if it is driving through the service area covered by the Plan, then it is controlled by the ASA Plan. There is no "work around" here. There really is no "avoidance" of the ASA Plan here. Your representation that this proposed activity does not contravene the ASA Plan is not true.

It is not clear to me how there can be a disagreement about this, unless you have not been provided a copy of the ASA Plan. Everything is very clearly spelled out in that document. I am willing to provide you with a copy, if you have not read the document cover to cover. It is not very long and it explains the process you are embarking on, in detail.

That said, if you can explain how an ambulance operating in the designated ambulance service area does not have to comply with the Ambulance Service Area Plan, I am intrigued by that analysis. But, based on the materials I have reviewed, this is the only logical, legal conclusion one could make. Otherwise, there would be no reason for a plan at all.

If the BFD has a proposal to make with regard to ambulance services that involve supplemental, limited services that do not infringe upon or involve services already being provided by the County-designated ambulance service provider within the existing Ambulance Service Area, then that would probably merit consideration by the EMS Advisory Committee. The Advisory Committee could then engage in the "need" review, based upon the request for limited use, and, if appropriate, make the determination BFD needs, so the new ambulance could go through OHA inspection for licensure. If this process is of interest, then please let me know and I can inform the necessary parties.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy S. Bundy', is written over a horizontal line. The signature is fluid and cursive.

Troy S. Bundy

TSB/akr

cc: Jim Doherty/Board of Commissioners
Justin Nelson/Morrow Co. District Attorney
Emily Roberts, CEO / Morrow Co. Health Dist.



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
56

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Darrell Green
Department: Administration
Short Title of Agenda Item:
(No acronyms please) IT Service Contract

Date submitted to reviewers: 5/6/2022
Requested Agenda Date: 5/18/2022

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="checked" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 15 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates – From: Through:
Total Contract Amount: \$249,600 Budget Line: GL 101-125-5-20-3140
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

_____ DATE	Department Director	Required for all BOC meetings
Darrell Green 5/16/2022 _____ DATE	Administrator	Required for all BOC meetings
Justin Nelson 5/6/2022 _____ DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

In December of 2021, Rob Naughton with InterMountain Education Service District (IMESD) informed me they had completed an organizational assessment as the demand for technology support had increased tenfold over the past decade. Based on this information, our contract would go from \$101,772 to \$133,163 for fiscal year 2022/23. In April 1, 2022, Rob sent me the IGA, IT Entrepreneurial Profile, the Statement of Work and an analysis of the hours IMESD spent supporting Morrow County (this information is attached). The Statement of Work does not include 24/7 service that we need for our Sheriff's Office and Clerk's Office. Per Rob, the cost of 24/7 service would be around \$30,000.00. The analysis shows Morrow County needs twice the amount of services than what we have contracted for.

Since the City of Hermiston is of comparable size and need for IT services, I contacted the City Manager, Byron Smith to see what their plans were for IT services. Byron informed me they were looking to bring IT services in house. Their services would be for government agencies and would be asking other government agencies such as Morrow County to join them. I brought Byron to a Work Session with the Board of Commissioners on May 4, 2022 to provide them with more information about what the City of Hermiston was planning for IT services. The City of Hermiston's IGA addresses Morrow County's technology needs.

In conclusion, I believe the cost for IT services from the City of Hermiston and IMESD would be similar if IMESD were to include the cost for the services we need, as indicated in their analysis and including 24/7 services.

2. FISCAL IMPACT:

Contract Services GL 101-125-5-20-3140, \$249,600.00

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to accept City of Hermiston's IGA and have the County Administrator sign the IGA

Or

Motion to accept IMESD's IGA and have the County Administrator sign the IGA

Attach additional background documentation as needed.



INTERAGENCY SERVICE AGREEMENT

THIS AGREEMENT is between **InterMountain ESD**, hereinafter referred to as **“IMESD,”** and **Morrow County Government**, hereinafter referred to as **“MCG.”**

AUTHORITY FOR THIS AGREEMENT is found in ORS 190.003 to 190.110 Intergovernmental Cooperation, Section 2.

IT IS UNDERSTOOD AND AGREED that IMESD will deliver enterprise level information technology department services for the architecture, hardware, software and networking of computers, and to provide support to technology end users.

ATTACHED is a STATEMENT OF WORK with the full explanation of responsibilities for **IMESD** and **MCG**.

PERFORMANCE OF SERVICES under this agreement shall begin on July 1, 2022 and end on June 30, 2023. This agreement will automatically renew annually for two additional years with an annual increase not to exceed 5% unless cancelled in writing by either party at least 60 days preceding the end of the term.

IN CONSIDERATION FOR SERVICES PERFORMED, IT IS UNDERSTOOD AND AGREED THAT the **MCG** will compensate **IMESD** in the amount of \$133,163.00 (One Hundred Thirty-Three Thousand, One Hundred Sixty-Three Dollars) for services performed. IMESD shall invoice \$33,290.75 quarterly. Payment shall be made within 30 (thirty) days after date of invoice.

Signed: _____
Mark S Mulvihill, Superintendent
InterMountain Education Service District

Date: _____

Signed: _____
Darrell Green, County Administrator
Morrow County Government

Date: _____

**MISSION
VISION**

To provide outstanding customer service to our school districts in four areas: special education, technology, school improvement, and administrative services.

IMESD strives to ensure the success of every child by providing equitable services to close the opportunity gap. We are committed to the values of antiracism and multiculturalism.



IT CUSTOMER PROFILE

Morrow County

CONTACT

Rob Naughton

541.966.3110

Rob.Naughton@imesd.k12.or.us

2022-2023 Service Level (FTE)

- 0.15 Regional IT Manager (Jordan Standley)
- 0.53 Desktop Support (2.63 day on-site) (New Tech Specialist, Jordan Standley)
- 0.10 Telecom Support (Kylee Naughton)
- 0.19 Network & Systems Engineering (Allen Acevedo, Jeremiah Gard, Sam Allen, Jeremy Lasater, Ian Shadle, Travis Stapleton, and new Cybersecurity Engineering position)
- 0.11 Administrative/Operations Support

InterMountain ESD's Costs to Provide 22-23 Services

Staffing
Materials & Operating

IMESD's model includes enterprise level technology provided by in-house staff with a high degree of expertise to support all customers.

STATEMENT OF WORK (SOW)

Pursuant to Interagency Services Agreement

Between Morrow County Government ("MCG") and InterMountain Education Service District ("IMESD")

Date: February 28, 2022

MCG Representative: Darrell Green, County Administrator

MCG Rep. Email: dgreen@co.morrow.or.us

MCG Rep. Phone: (541) 676-2529

Start Date: July 1, 2022

End Date: June 30, 2023

Purpose

Deliver enterprise level information technology department services for the architecture, hardware, software and networking of computers, and to provide support to technology end users.

- Gain in-depth understanding of customer problems and business objectives
- Advise our customers on the effective use of IT technology
- Initiate IT projects and coordinate IT staff members
- Plan and design IT systems and networks
- Oversee and coordinate the implementation of new technology
- Assist our customers to successfully address a variety of different technical challenges.
- Conduct evaluation of existing systems and suggest improvement plans
- Regular communication with key stakeholders.

Description of Work

IMESD will provide designated technology leadership, network and system administration, helpdesk support, cybersecurity, and telecommunications support utilizing the following technology support staff and services:

Technology Management

- Oversee and support MCG IT success
- Align IT services and systems to MCG goals
- Primary point of contact for MCG administration
- Guide and coordinate technology within construction
- Ensure successful backups
- Supervise Technology Specialists

Technology Specialists

- Primary on-site technology support an average of 2.6 days per week (21 hrs.)
- Support end-user technology
- Setup and deploy new end user devices

- Diagnose and resolve, or escalate, technology issues
- Specify and coordinate technology equipment orders

Cybersecurity Engineering

- Hire information security ambassador
- Assist MCG develop and implement cybersecurity best practices and policies
- Provide guidance to ensure compliance with data privacy laws and regulations
- Review applications for compliance with data privacy laws, regulations, and MCG policies

Network Engineering

- Design, install, support, and manage:
 - Network security equipment
 - Wired network equipment
 - Wireless network equipment
 - Web filtering
- Monitor, respond, and resolve:
 - Potential network security threats
 - Network/Internet access service interruptions

Systems Engineering

- Server installation, support, and management
- Cloud application support and management
- Data security
- Email filtering
- Data integration and syncing between MCG applications and systems

MCG Responsibilities

- Agrees to utilize IMESD's helpdesk software and submit support request help tickets for all support requests
- Provide a dedicated workspace for on-site technology staff
- Appropriate building access necessary to fulfill Statement of Work
- Consults with IMESD Regional Technology Mgr. for all IT hardware and software purchases
- Collaborate and provide feedback on service levels for assigned teams

Service Pricing

2022-2023 pricing \$133,163.00

Service pricing shall be evaluated, adjusted, and communicated annually by February 28th for the upcoming year. Annual service pricing increases shall not exceed 5%.

Invoicing Cycle

IMESD will invoice quarterly.

**INTERMOUNTAIN EDUCATION
SERVICE DISTRICT**

MORROW COUNTY GOVERNMENT

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Morrow County Government		10/1/21 - 10/31/21		11/1/21 - 11/30/21		12/1/21 - 12/31/21		1/1/22 - 1/31/22		2/1/22 - 2/28/22		3/31/22 - 3/31/22		Total days	Average per month	
Contract days/wk	Contract days/mo	Days	Percentage	Days	Percentage	Days	Percentage	Days	Percentage	Days	Percentage	Days	Percentage	Days	Average Days	Average Percentage
2	8	9.19	114.82%	7.39	92.40%	30.04	375.55%	22.48	281.04%	16.72	209.04%	13.41	167.58%	99.23	16.54	206.74%

INTERGOVERNMENTAL AGREEMENT
Between the City of Hermiston and Morrow County
For Ongoing Information Technology Services

This Intergovernmental Agreement (Agreement) is made by and between the City of Hermiston, hereinafter "COH" and Morrow County hereinafter "County" (and collectively the "Parties") pursuant to ORS Chapter 190.

The Parties mutually agree as follows:

Term of Agreement. This Agreement shall be for a term of three years commencing on July 1, 2022 and expiring on June 30, 2025 with two optional three-year renewal options, unless terminated earlier as set forth herein. Renewal of the Agreement shall be in writing and subject to the mutual agreement of the Parties. At the conclusion of the original term or any subsequent renewal term, if the parties are not able to reach a mutual agreement on the terms and conditions for a renewal option, in their sole discretion, either party may terminate the Agreement upon ninety (90) days' written notice to the other without cause.

Scope of Work. COH shall perform the work described in Attachment A, Statement of Work, which is attached to this Agreement and incorporated into this Agreement by this reference.

Consideration. County agrees to pay COH \$20,800.00 per month. County will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for County, County agrees to reimburse COH for those costs. COH agrees to notify County prior to purchasing anything over \$500 and to provide adequate documentation and invoice County for the cost.

Payment for Work. No payments shall be made until this Agreement is fully executed by both Parties. Invoices shall be issued on a monthly basis beginning July 31, 2022. Unless otherwise specified in Attachment A, COH will submit invoices monthly for services rendered and County shall remit payment within 30 calendar days of receipt of invoice.

STANDARD TERMS AND CONDITIONS

- 1. Legal Relationship.** The Parties intend the legal relationship between the parties to be at all times and for all purposes under this Agreement that of independent contracting agencies.
- 2. Subcontracts and Assignment.** Neither party shall subcontract or assign any part of the Agreement without the prior written approval of the other party. Any attempted assignment of this Agreement without the prior written approval of the other party shall be void. If consent to a subcontract is properly given, then in addition to any

other provisions of this Agreement, the subcontracting party shall hold its subcontractor to all the terms and conditions of this Agreement that would otherwise bind the party to whom consent was given. The Parties agree that any such subcontracts shall have no binding effect on the consenting party to this Agreement.

- 3. Termination.** This Agreement may be terminated as follows unless otherwise specified herein:

 - a. Mutual: The Parties may terminate this Agreement at any time by written Agreement. County shall pay COH for all materials purchased and work performed prior to the termination date.
 - b. Party's Sole Discretion: Either party, in its sole discretion, may terminate this Agreement for any reason on thirty (30) calendar days' written notice to the other party. County shall pay COH for all materials purchased and work performed prior to the termination date.
 - c. Breach: Either party may terminate this Agreement in the event of a breach by the other party. To be effective, the party seeking termination must give the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within five (5) calendar days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination. County shall pay COH for all materials purchased and work performed prior to the termination date.
 - d. Termination by either party shall not constitute a waiver of any claim either party may assert against the other party.

- 4. Access to Records.** Upon reasonable advance notice, each party shall have access to the books, documents and other records of the other party (electronic or otherwise) which are necessary for completion of this Agreement for the purpose of examination, copying and audit unless otherwise limited by law.

- 5. Confidentiality.** No reports, information, and/or data prepared or assembled by the Parties under this Agreement shall be made available to any individual or organization by either party without the prior written approval of the other party unless required by state or federal law. If COH IT staff in their work is exposed to proprietary data particularly related to Economic Development/Business Recruitment efforts, they shall not disclose that to either party to this agreement.

- 6. Compliance with Applicable Laws.** Parties shall comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this Agreement, including all applicable State and local public contracting provisions.

- 7. Insurance.** The Parties represent that they are insured according to the statutory

limits set in the State of Oregon for any liability, property, or auto claims. The Parties represent that they will maintain insurance to cover any claim that may result from or arise out of this Agreement. COH is insured for workers' compensation as required by law and shall provide benefits as prescribed by the State of Oregon.

- 8. Indemnity and Hold Harmless.** The Parties individually accept responsibility for liability arising out of their individual performance of this Agreement. County shall hold harmless, and indemnify COH from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from the County's negligent acts, omissions, activities or services provided pursuant to this Agreement. COH shall hold harmless, and indemnify County from any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from COH's negligent acts, omissions, activities or services provided pursuant to this Agreement.
- 9. Waiver, Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provision(s) of this Agreement. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- 10. Remedies.** In case of County's breach, COH shall be entitled to receipt of payments for work performed and to any other available legal and equitable remedies. In case of COH's breach, County shall be entitled to a refund of any prepayments of any work not performed and to any other available legal and equitable remedies.
- 11. Dispute Resolution.** The Parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.
- 12. Attorney Fees.** The Parties agree if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees, costs, and disbursements in addition to any other relief to which that party may be entitled. If the prevailing party is represented by "in-house" counsel, it shall nevertheless be entitled to recover reasonable attorney fees based upon reasonable time, rates and charges generally accepted in the Morrow/Umatilla County, Oregon area for the type

of legal services performed.

- 13. Notices/Point of Contact.** All notice or demands of any kind required or desired to be given by the Parties must be in writing and shall be deemed delivered upon in-person delivery or depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at its address listed below:

City of Hermiston, Attn: City Manager
180 NE 2nd Street; Hermiston, OR 97838
Email: bsmith@hermiston.or.us PH: (541) 667-5002

Morrow County Board of Commissioners, Attn: Darrell Green
P.O. Box 788
110 N. Court St.
Heppner, OR 97836
Email: dgreen@co.morrow.or.us PH: (541) 676-2529

- 14. Governing Law.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement must be brought in Umatilla County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon. PARTIES AGREE TO THE JURISDICTION OF THESE COURTS.

- 15. Force Majeure.** Neither COH nor County shall be responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the Parties' own employees, walkouts by the Parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies other than COH or County.

- 16. Ownership of Work Product.** Any and all goods and services developed for County pursuant to this Agreement are intended as works made for hire. Works made for hire are the exclusive property of County.

- 17. Modification.** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both Parties. A written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

- 18. Entire Agreement.** When signed by the authorized representatives of both parties, this Agreement and its attached exhibit(s) is their final and entire Agreement. This Agreement supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

I HAVE READ THIS AGREEMENT INCLUDING THE ATTACHMENT(S). I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS AGREEMENT. I UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

MORROW COUNTY BOARD OF COMMISSIONERS

Signature: _____

Title: _____

Name (print): _____

Date: _____

CITY OF HERMISTON

Signature: _____

Title: _____

Name (print): _____

Date: _____

Attachment A: Statement of Work

Managed Help Desk

- Monitor, triage and remediate IT issues submitted by County staff
- Provide SLA agreement
- Ensure Help Desk solution is updated/patched and configured, adhering to best practices
- Train County staff on process for submitting help requests

Managed Server and Infrastructure Support

- Monitor servers and infrastructure
- Configure for optimal performance
- Maintain updates/patches for hardware and software
- Ensure compliancy for licensing/usage

Managed Workstations/Laptops/Software

- Windows OS patch management
- Maintain hardware/firmware updates
- Maintain updates for standard add-on software (i.e. Adobe Reader, Java, etc.)
- Remote management/support
- Installation and configuration of any new hardware such as servers, PCs, printers, peripherals, etc.
- Installation and configuration of any new software such as MS Office, version upgrades, etc.

Active Directory

- Audit current AD environment
- Remediate issues
- Configure for best practices
- Review group policy

Expectations:

To ensure COH's ability to provide satisfaction to County, the following provisions apply as appropriate to services contracted with COH. COH is pleased to offer a complete package of IT support services for County. The IT support package is designed to handle all County's technology-related needs. All servers, workstations, and other network devices and Microsoft Operating Systems are considered covered items that will be maintained or serviced.

What this service covers and includes:

Vendor Liaison: COH will act as County 's duly appointed representative and advocate.

COH IT Team will diagnose problems and dispatch or contact third parties such as Internet service providers, hardware manufacturers, IT contractors, etc. when deemed necessary. The COH IT Team is not intended to replace third party/line-of-business applications support. County agrees to refrain from interacting with the third-parties (except line-of-business application support) because it may result in misdirected activity and/or delay of resolution.

Best Interest: In the event of a failure or problem, remedial activities may commence prior to notifying County of the problem. This will allow the COH IT Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch personnel with replacement parts when deemed necessary. In doing so, COH is acting in County's best interest to resolve the issue as quickly as possible. All efforts will be made to communicate any technology-related issues that arise to County as soon as possible.

Administrative Access: It is imperative that COH IT Team maintain and control administrative access to the County 's network and be responsible for providing all other third-parties with needed or requested access.

Approval of Hardware and Software: The COH IT Team will collaborate with County's appointed staff to procure hardware and software. COH's role will be to research, evaluate and recommend with final approval coming from County's designated IT liaison.

Advisory Role: To assist with proper planning and third-party services involving the network, telecommunications, data access, future growth or down-sizing, County will involve the COH IT Team in such discussions as an advisor.

IT Policy and Procedure: The COH IT Team will work with County's designated liaison to establish relevant IT policies and procedures based on best practices.

Support Tiers: The Help Desk will be the first point of contact for IT support requests and is considered Tier 1. Almost all support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. Support incidents that cannot be resolved in Tier 1 immediately move to Tier 2 support. Generally, these are more complex support techniques on hardware/software issues that can be provided by more experienced support staff. Support incidents that cannot be resolved by Tier 2 support are escalated to Tier 3, where support is provided by the most qualified and experienced support staff who can collaborate with third-party (vendor) support engineers to resolve the most complex issues.

Service Level Agreements (SLAs):

SLA 1: Service not available (not able to work, network down, workstation not turning on, etc.). This is an instant contact scenario. Submitting Help Desk Ticket is not required and may not be available. Contact information will be provided to County staff. Response time is immediate as possible.

SLA 2: Significant degradation in services (obvious slow network, internet, etc., but still functional). Submitting Help Desk Ticket required if possible. Depending on resources, impacted County staff will be provided with contact information for COH IT Team and instructed on appropriate time for direct contact. COH IT Team response time is within two hours during normal business hours.

SLA 3: Limited degradation of service. This is impacting resources, but business process can continue. Submitting Help Desk Ticket required. COH IT Team response time is within four hours during normal business hours.

SLA 4: Slight service degradation. This is when an issue needs to be researched or resolved but is not having a significant impact on business process. Submitting Help Desk Ticket required. COH IT Team will respond within one business day.

SLA 5: After hours support will be available as needed by County staff.

Echo Solar - Morrow County Board of Commissioners

May 2022



Agenda

- Introductions
- Solar 101
- Energy Facility Siting Council Permitting
- Energy Grid Interconnection
- Construction Timeline
- Energy Off-take & Community Benefits
- Tax Abatement Discussion

Pine Gate Renewables

- Pine Gate Renewables (PGR) is a leader in the solar industry and an innovator in the movement for clean energy solutions. We specialize in developing and financing utility-scale solar farms, creating value throughout the project lifecycle. Through our strategic partnership with Blue Ridge Power, we fulfill all our project's engineering, procurement, and construction (EPC) needs to get our projects up and running.
- Pine Gate operates 100 solar projects in 20 states, accounting for more than 1GW of energy and have more than 15.5GW in active development.

PGR Operational Oregon Projects

- Pine Gate has developed 17 projects in Oregon, adding up to almost 90 MW (DC) of generation, including:
- Eagle Point - 10 MW - Clackamus Co.
- Collier - 10 MW - Deschutes Co.
- Woodline - 8 MW - Klamath Co.
- Brightwood - 10 MW - Clackamus Co.
- Sheep – 2 MW - Marion Co.



Woodline Solar, Klamath Oregon





Collier Solar
Bend, OR



PINE GATE
RENEWABLES



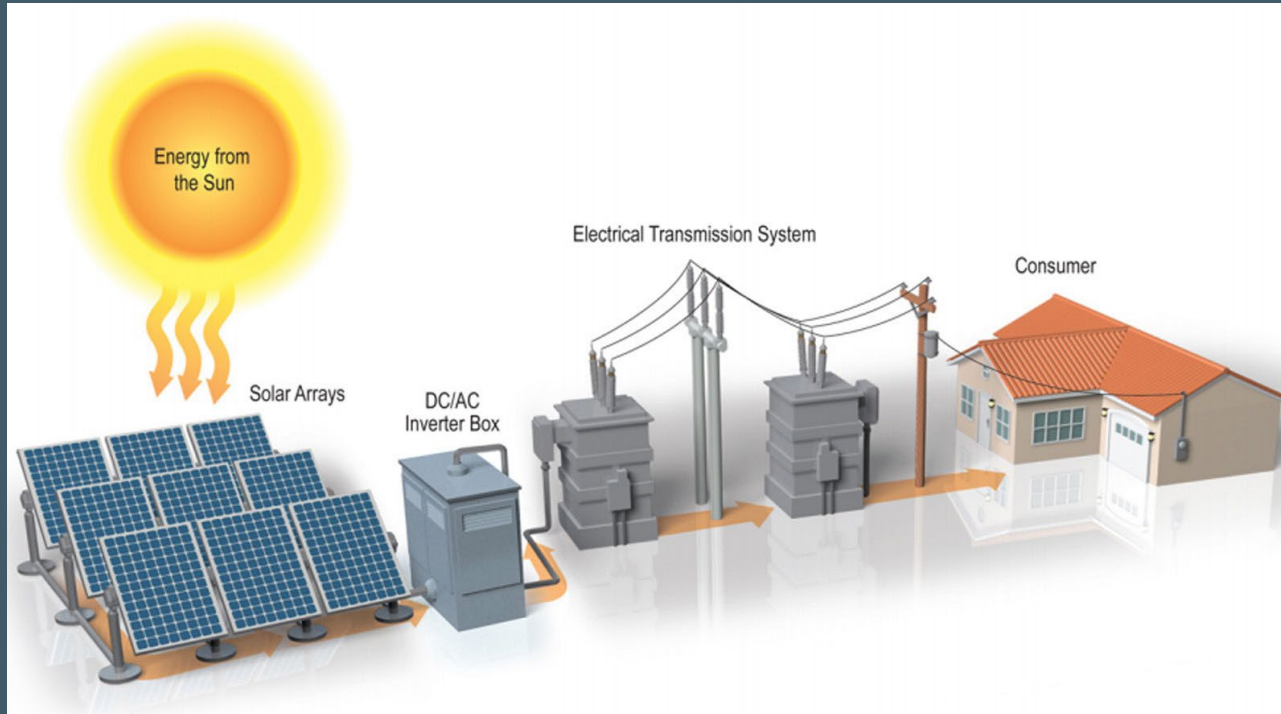
Sheep Solar
Turner, OR

Gallatin Power Partners



- Gallatin Power Partners is a renewable energy development firm focused on building local partnerships to develop sustainable energy projects that benefit the local community, landowners, and the environment. The Gallatin Power Team brings extensive solar, wind, and battery experience having developed over 13 GW of projects spanning from California to Massachusetts.

Solar 101

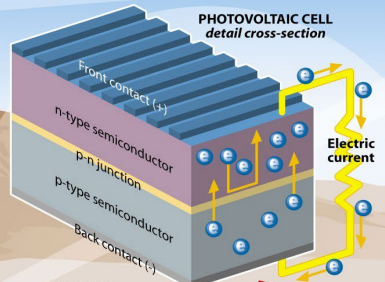


Tapping the Sun's Energy

Solar panels, or photovoltaic cells, harness energy from the sun. The cells are made of a semiconductive material that is specially treated so that the sun's rays help create a flow of electrons, which can be used to power your home.

The sun gives off about 400 trillion trillion watts of power

A lot of the sun's energy is reflected back into space or absorbed by the Earth's atmosphere. An average of 1,000 watts hits each square meter of the Earth's surface during peak times, more energy per hour than the global population uses in a year.

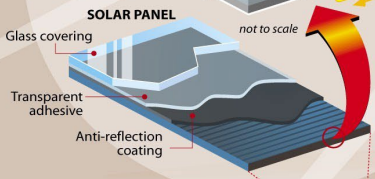


PV cell at a glance

A photovoltaic (or PV) cell is a specially treated wafer of silicon, sandwiched between two thin contact plates. The top contact is positively charged and the back contact is negatively charged, making it a semiconductor.

- ▶ The **n-type semiconductor** has an abundance of electrons, giving it a negative charge, while the **p-type semiconductor** is positively charged.
- ▶ Electron movement at the **p-n junction** produces an electric field that allows only electrons to flow from the p-type layer to the n-type layer.
- ▶ When sunlight hits the solar cell, its energy knocks electrons loose from the atoms in the semiconductor.
- ▶ When the electrons hit the electrical field, they're shuttled to the top contact plate and become a usable electric current.

Solar panel farm
How much energy a solar panel can make depends on how efficiently it converts the sun's energy. An average solar panel around a square meter in size can generate about 100 watts. Commercial panels are up to 17% efficient, and are getting better every day.



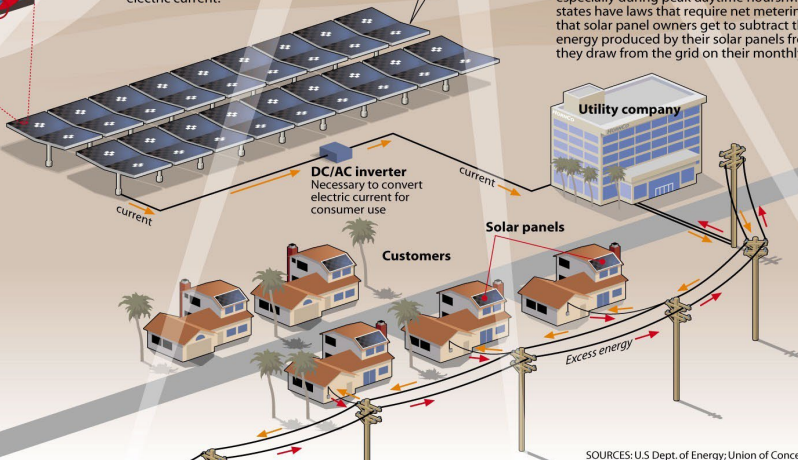
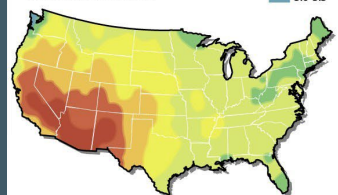
Feeding the grid

Excess energy from the solar array is fed into the power grid. It helps provide extra electricity to the community, especially during peak daytime hours. More than 35 U.S. states have laws that require net metering, which means that solar panel owners get to subtract the amount of energy produced by their solar panels from the energy they draw from the grid on their monthly bill.

Solar potential in the U.S.

The amount of energy striking almost any part of the Earth is vast, regardless of region, season, time of day, climate and air pollution. Shown is the average radiation received on a horizontal surface across the continental United States in the month of June.

kWh/day
8.0-8.5
7.5-8.0
7.0-7.5
6.5-7.0
6.0-6.5
5.5-6.0
5.0-5.5



SOURCES: U.S. Dept. of Energy; Union of Concerned Scientists; NOAA; NREL

Echo Solar Project

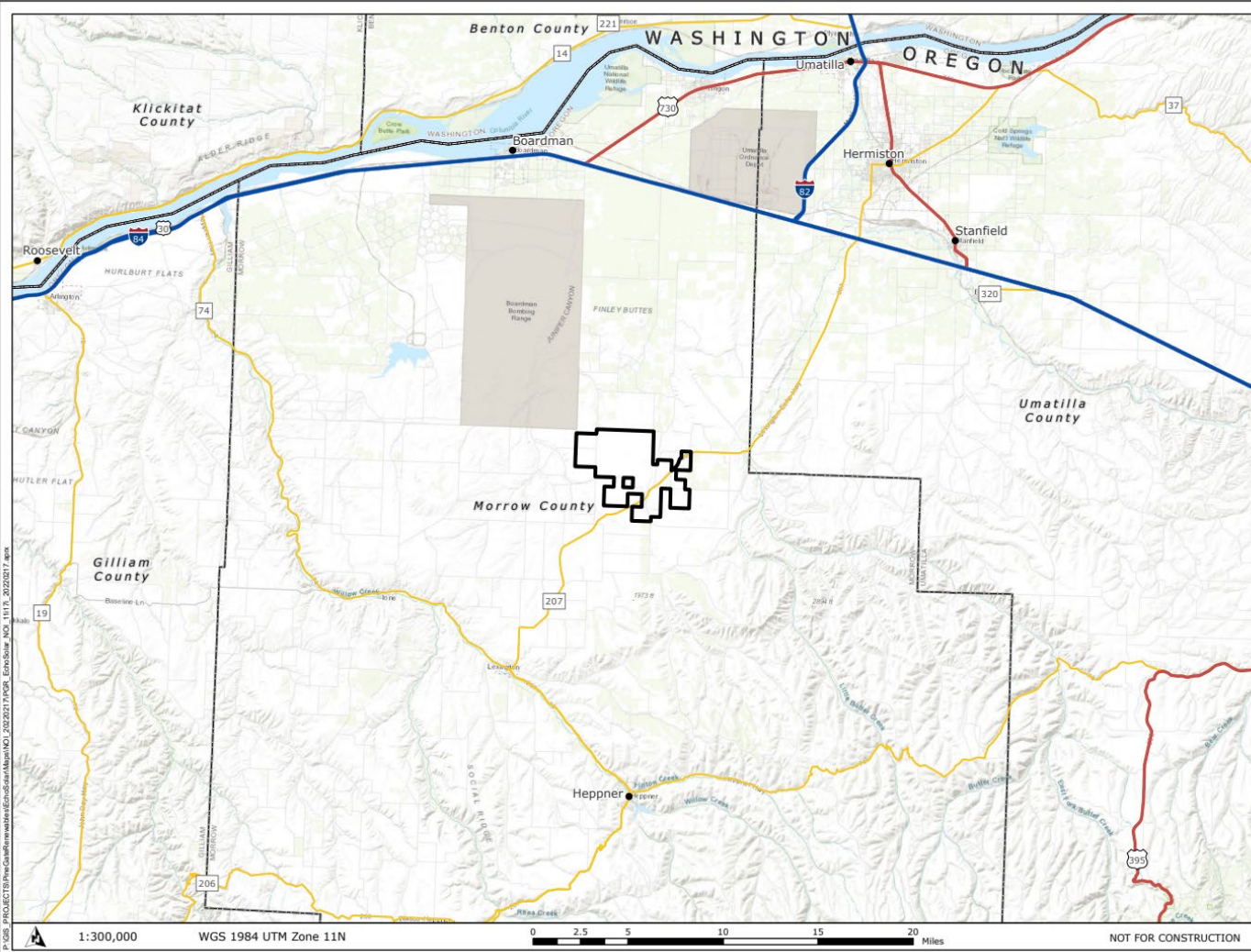
Figure 1 Vicinity Map

MORROW COUNTY, OR

- Site Boundary
- City/Town
- County Boundary
- State Boundary
- Interstate Highway
- US Highway
- State Highway



Reference Map

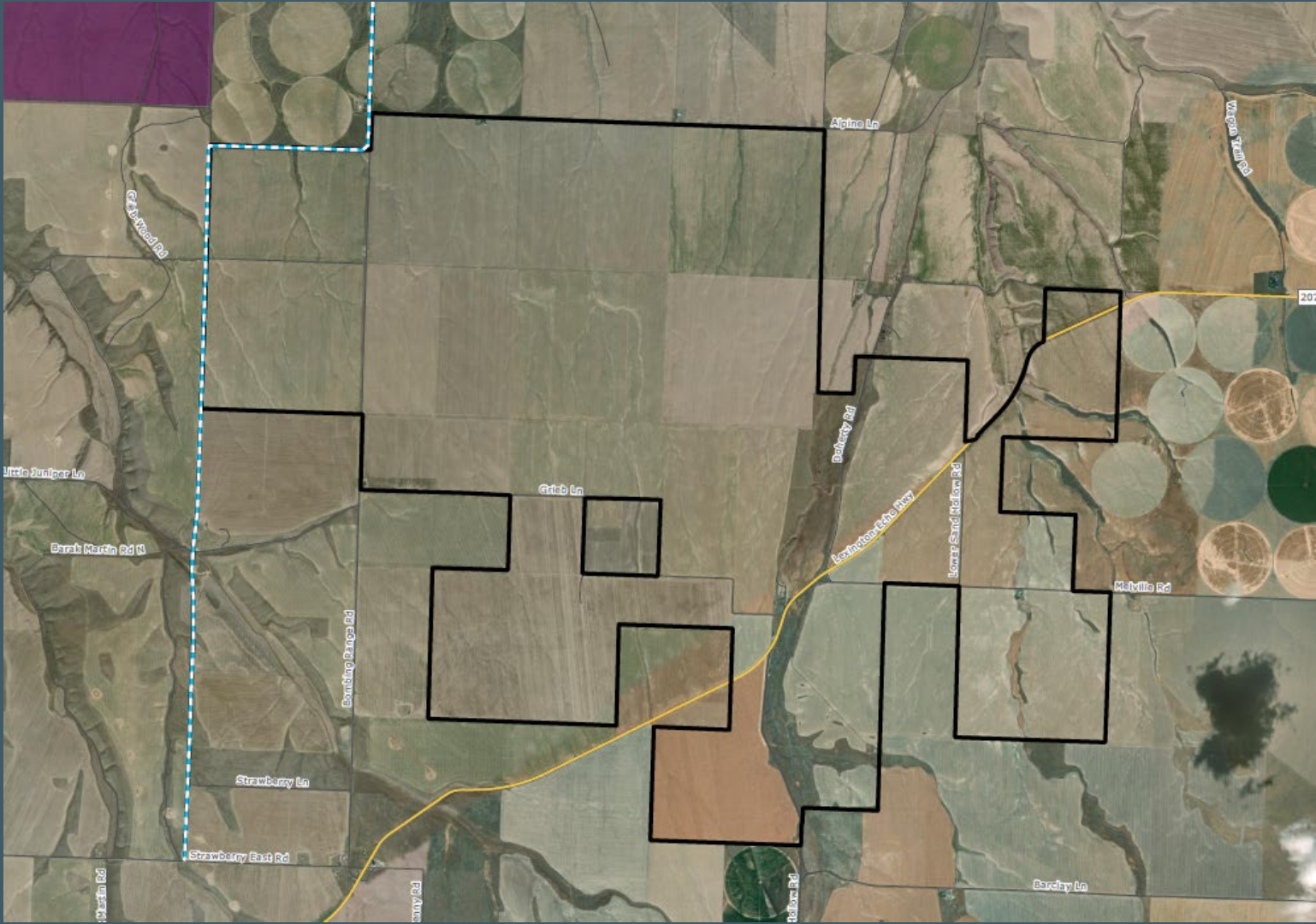


P:\GIS_PROJECTS\PineGateRenewables\EchoSolar\Morrow\11117_20220217.PDF, EchoSolar_NO_11117_20220217.aprx

1:300,000 WGS 1984 UTM Zone 11N

0 2.5 5 10 15 20 Miles

NOT FOR CONSTRUCTION



66 Wood Rd

Alpine Ln

Wagon Trail Rd

20

Little Juniper Ln

Barak Martin Rd N

Grubb Ln

Bandy Ln

Lower Sand Hollow Rd

Lower Sand Hollow Rd

Ketyille Rd

Banding Range Rd

Strawberry Ln

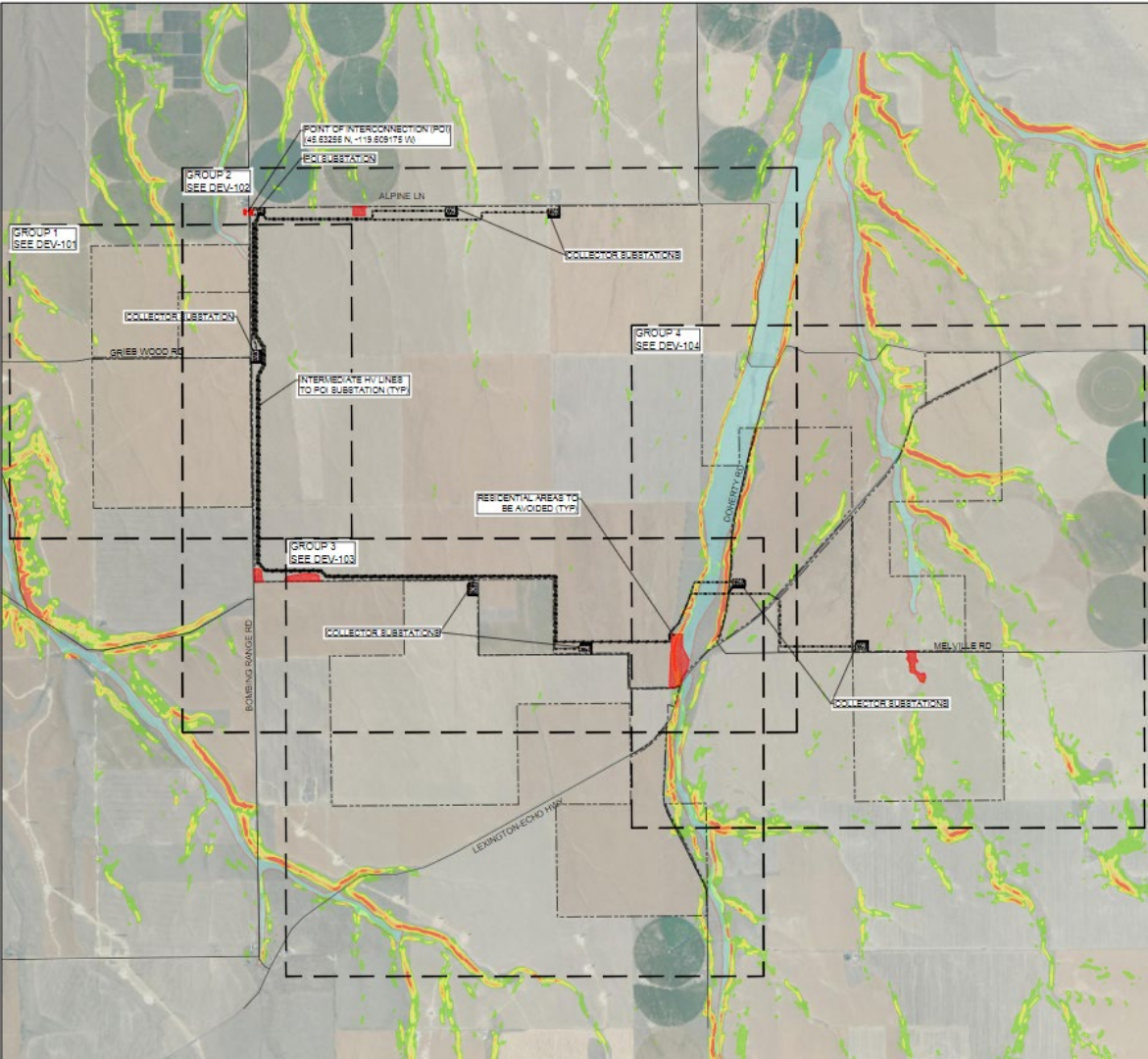
Strawberry East Rd

Martin Rd

any Rd

Hollow Rd

Bandy Ln



Echo Solar
10,900 acres
1,250MW AC

Energy Facility Siting Council (EFSC) Permitting

- Notice of Intent submitted to ODOE May 5, 2022.
- Extensive biological and cultural surveys are currently underway.
- Application for site certificate to be submitted in Q1 2023 with expected order and certificate in Q1 2024.
- The majority of the project is currently cultivated with dryland wheat.

Energy Grid Interconnection

- Echo Solar is being studied for interconnection with both the Umatilla Electric Cooperative (UEC) and Bonneville Power Administration (BPA).
- The Facility will connect with the UEC system at the existing 230kV Blue Ridge Transmission Line near the intersection of Bombing Range Road and Alpine Lane on the north side of the Facility Site Boundary. If energy from the project flows from UEC to the BPA system, it will interconnect with BPA's grid at the planned Longhorn Substation.
- Our project is unaffiliated with the proposed Boardman to Hemmingway transmission line (B2H) and has no current plans to connect with B2H.

Construction Timeline

- Construction Start Q4 2024.
- Construction complete end of 2026.
- Likely constructed in three phases.
 - Phase 1: 440MW AC
 - Phase 2: 405MW AC
 - Phase 3: 405MW AC
- An average of approximately 400 employees will be present on-site during construction, with an anticipated on-site peak of up to 1,200 employees on-site at one time.

Energy Off-take & Community Benefits

- Oregon's and the Northwest's energy needs are growing and seeking clean energy sources. Echo Solar has the potential to serve a range of energy consumers from utility customers in the Pacific Northwest to large corporate consumers to regional energy exports.
- Echo Solar will produce clean, abundant energy which can help attract and retain additional high-tech industries to the area, from data centers to green hydrogen production to high-tech manufacturing, we believe our project will contribute to Morrow County's growing economy.
- Solar energy creates additional good-paying, permanent jobs, and can help diversify rural economies, without dramatically altering a community's character.

Tax Abatement Discussion

Oregon statute provides several options for local counties to tax solar projects in ways that increase the competitiveness of projects and help counties attract solar development. We would like to work with Morrow County on a mutually beneficial approach:

- PILOT (OR State Bill 154)
 - 20-Year maximum term
 - \$5,500/MW - \$7,000/MW of nameplate capacity
 - Enter into agreement prior to January 2, 2028
- Strategic Investment Program
 - 15-Year exemption
 - Community Service Fee, SIP Taxes, Negotiate \$/MW
 - Multiple SIPs due to Project being constructed in multiple phases

Contact Information

Joe Torkelson

Development Project Manager

Pine Gate Renewables

321-652-1835

jtorkelson@pgrenewables.com

Jeff L. Fox

VP, Land & Community Affairs Gallatin

Power Partners

406-599-2916

jeff@gallatinpower.com

Roberta Lutcher

From: Maley, Jordan Blaine <jordan.maley@oregonstate.edu>
Sent: Tuesday, May 17, 2022 3:33 PM
To: Lutcher, Larry
Cc: Roberta Lutcher
Subject: Updated Mormon cricket map for northeast Gilliam County
Attachments: MC 2022 North Gilliam County Management Areas 5-2 to 5-13-22 ODA Survey mrr.pdf

STOP and VERIFY This message came from outside of Morrow County Gov

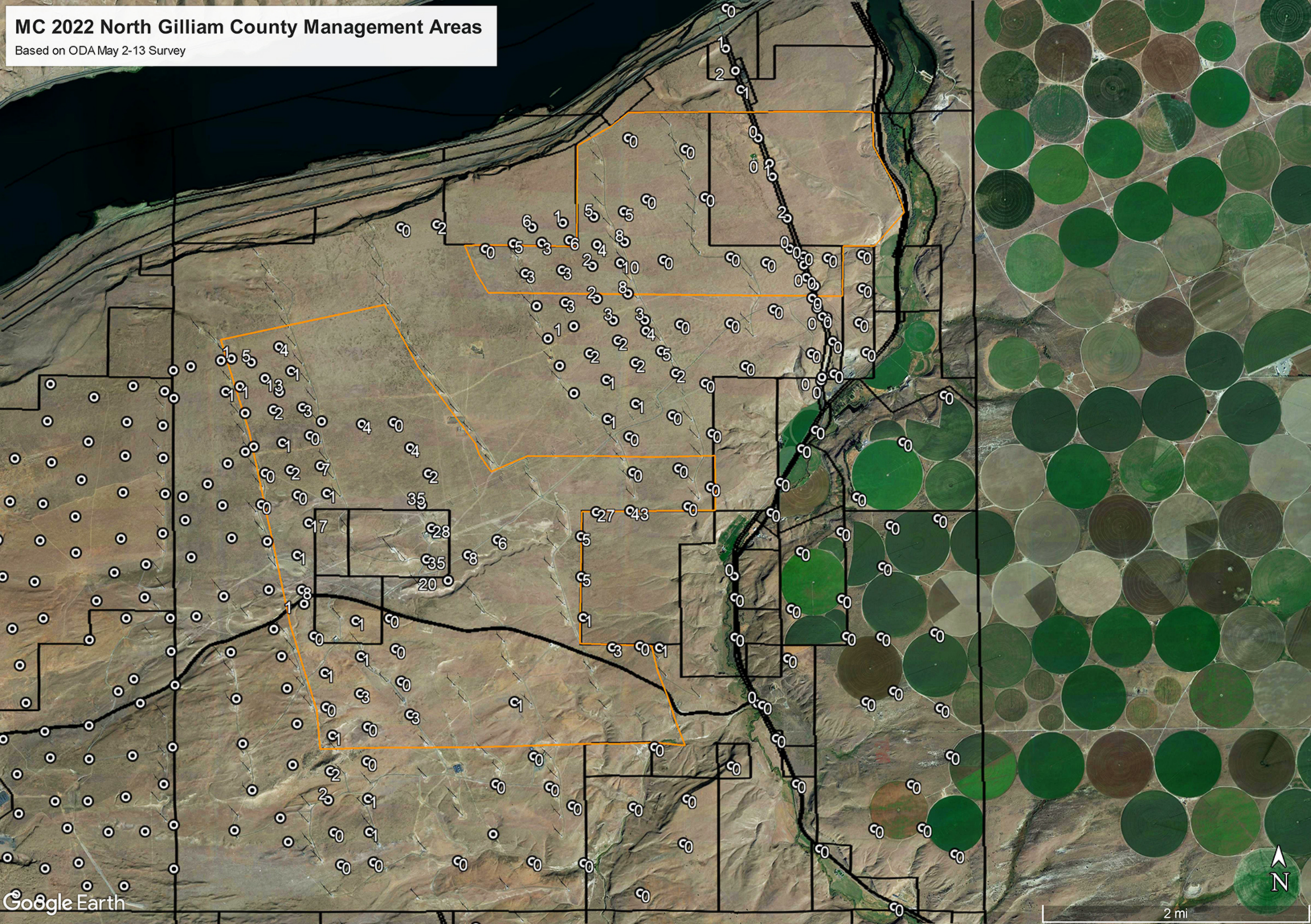
Good afternoon,

We are updating our maps originally based on the Oregon Department of Ag's May 2-13 survey work, and adjusting our management area boundaries according to recently developments. Each dot on the map has the insect count next to it. It shows mostly low count in areas near the Morrow County boundary. But we are adjusting the treatment areas based on recent activity of the insects near the Heppner Junction. The banding and movement of the Mormon crickets was discovered early this afternoon. I've already contacted Amellia at RDO to give them a heads up. I can talk about this tomorrow at the Commission meeting.

Jordan

MC 2022 North Gilliam County Management Areas

Based on ODA May 2-13 Survey





AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5f

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Aaron Moss
Department:
Short Title of Agenda Item: Broadband Update
(No acronyms please)

Date submitted to reviewers:
Requested Agenda Date: 5/18/2022

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:
Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate
*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Updates on Broadband Action Team Projects, including:

1. Infrastructure Design: Our broadband infrastructure design process for unserved and under-served areas throughout the County, facilitated by Columbia Basin Electric Cooperative and our Broadband Action Team, is currently entering the review phase. The broadband action team will be meeting on Thursday the 19th to review proposals.
2. Our Broadband Action Team recently launched our website, www.morrowbroadband.org. The website features videos promoting the Affordable Connectivity Program in both English and Spanish. It also includes the story of our Broadband Action Team, digital skill-building resources, a map of speed tests, and the Port of Morrow's workforce training resources.
3. The Oregon Broadband Office recently closed the comment period in their broadband grant rule-making process. Our broadband action team helped lead 16 Counties and 50+ entities across the state in asking for rules that prioritize rural and frontier communities that have the largest broadband needs. 157 million dollars will be available to the State from the US Treasury's American Rescue Plan Act Capital Projects Fund, and at least 100 million dollars will be available to the State from the National Telecommunications and Information Administration's Broadband Equity, Access, and Deployment (BEAD) Program. Our Broadband Action Team's goal remains to be in the most advantageous position possible to receive grant funding when these grant opportunities go live.

2. FISCAL IMPACT:

3. SUGGESTED ACTION(S)/MOTION(S):

Attach additional background documentation as needed.

Please join us to celebrate the completion of
Morrow County Government Center
in Irrigon, Oregon



Ribbon Cutting Ceremony

Thursday, May 26, 2022 ~ 4 to 5pm



Take a guided tour of the departments and new work spaces.

Share in some conversations and refreshments.

Enjoy a running slide show of the construction process.