



BAKER CITY, OREGON

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Jonathan Cannon

Monday, April 25, 2022

Baker County Board of Commissioners
Bill Harvey – Commission Chair
Bruce Nichols – Commissioner, Position 1
Mark E. Bennett – Commissioner, Position 2
1995 Third Street, Suite 150
Baker City, OR 97814

Baker County Board of Commissioners,

On April 20, 2022, the Baker County Board of Commissioners and the City Council of Baker City met in a joint session. During that session, Commissioner Harvey indicated that Baker County would like comments from Baker City regarding the proposed Baker ASA to be submitted to Baker County before the end of business day on April 25, 2022. Commissioner Harvey indicated that some changes to the proposed Baker ASA may have already been initiated by the Board of Commissioners during the joint session. The copy of the proposed Baker ASA the city possesses was provided in an email dated April 7, 2022. The comments provided herein are based on this document. If changes have been made to the Baker ASA beyond this document, Baker City is unaware of those changes. Comments are submitted as follows in the Baker ASA and Ordinance No. 2022-02:

1. Section V(b), indicates Non-Emergency Transports / Inter-Facility Transfers may be of concern to some providers who wish to negotiate this as part of their contract.
2. Section V(j), establishes a committee. The committee makeup allows significant leeway for the Board of Commissioners to select members. The committee may or not represent any portion of the desired list of represented groups or professions included in the Baker ASA. The committee could also be met with Baker County employees who work for the Baker County Board of Commissioners. A provider and municipalities covered by the Baker ASA might be concerned with this possibility.
3. Section V(j), complaints regarding a violation of the ASA plan are not ensured to be sent to the committee for review. The administrator makes the determination as to whether to forward the information to the committee. The committee can be entirely bypassed by the administrator and recommendations for sanctions can be sent to the Board of Commissioners based on the complaint without committee involvement. Changes to the plan require the administrator to work with the providers, but can occur without the consent of the provider. The provider will likely demand to have language in the contract protecting them from this possibility.
4. Section V(j), sanctions against providers are too easily allowed at the will of the Board of Commissioners. The process does not allow clear timeframes or levels of sanctions considering the risk to the provider of escalating costs if another provided is deemed necessary by the Board of Commissioners.

5. Section VI(a), seems to create a scenario where a different provider could request an assignment change and the Baker County Board of Commissioners might reassign the Baker ASA at random. A provider might desire protection from this scenario written into the contract.
6. Section VII(c), requires the provider to provide notice of vacating the ASA but does not constrain Baker County Board of Commissioners to a set notification timeframe for reassignment. A provider might request this in the contract.
7. Ordinance No. 2022-02 Section 6 provides the administrator with broad authority to demand operational records of the provider. This list should be constrained by the Baker ASA or Ordinance. The provider may wish to constrain the list of documents within the contract.
8. Ordinance No. 2022-02 Section 7 allows the Board of Commissioners to change the number and boundary of the ASA Plan with an order. The provider will likely wish to have this create a trigger to negotiate an increase in the contract or an automatic increase in the contract.
9. Ordinance No. 2022-02 Section 9 creates a scenario where the provider may be assigned the Baker ASA without a contract. It could result in a scenario where the provider is selected and Baker County never agrees to contract provisions even if released with the RFP. This might result in a repeat of the current scenario where the provider is unable to come to terms and pricing on a contract with Baker County.

Thank you for receiving the comments provided by Baker City above. The city recognizes the obligations of Baker County by statute to receive input from municipalities covered by the ASA. Baker City appreciates the opportunity to continue to provide input.

Sincerely,

A handwritten signature in black ink that reads "JONATHAN CANNON". The signature is written in all caps and has a stylized, cursive-like appearance.

Jonathan Cannon

City Manager - Baker City
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