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## STAFF REPORT

**To:** EMS District #2 Board  
**From:** Doug Smith-Lee, CRESA EMS Manager  
**Date:** March 26, 2013  
**Re:** 2004 Ambulance Contract Addendum No. 7

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**Objective:** Amend the current ambulance response time standards within Vancouver Fire Department's (VFD's) service area in order to test deployment of EMS resources (fire first response units and ambulances) based on patient acuity and the proposed 2014 EMS System Design Decision's response time standards.

**Current Situation:** On March 19, 2013, the EMS Administrative Board recommended the 2004 Paramedic Ambulance Contract be amended to allow the ambulance response time standards within VFD's service area match those standards proposed in the VFD Pilot Program. These standards are based on the 2014 EMS System Design Decisions that establish three levels of response time standards based on patient acuity:

- "Time Life Priority" means those 9-1-1 calls and determinant codes where time does make a difference ("the first hour quintet": cardiac arrest, severe respiratory distress, stroke, cardiac chest pain and severe trauma)
- "Emergent" means those 9-1-1 calls that don't fall within the first hour quintet, but still should have an emergent response due to patient discomfort, or reasonable standards of care (e.g., 7B1 – Blast Injuries without priority symptoms, 17B1 – Fall Possibly Dangerous Body Area, 19C6 – Heart Problems rate <50 or > 130 bpm without priority symptoms, etc.); and
- "Cold" means those 9-1-1 calls where the risks of responding with lights and siren is not outweighed from the time saved and patient outcome.

The revised ambulance response time standards within VFD's service area are requested by VFD and are recommended by the Clark County Medical Program Director and fire districts within Clark County EMS District #2 (District).

**Background:** The District awarded a paramedic ambulance services contract to American Medical Response Northwest (AMR). This contract commenced October 1, 2004, with an initial term of six (6) years, with the possibility of up to three earned two-year extensions. This contract is due to expire with extensions on September 30, 2014.


The VFD Pilot Program will allow both first response and ambulance units to be deployed in such a way where the focus will be on those calls where time does make a difference. The object is to further shorten response time performance on "Time Life Priority" calls and improve the efficient use of all EMS resources. The Medical Program Director will monitor actual patient acuity data during this Pilot Program



**Budget and Policy Implications:** No budget impact. Amends 2004 Paramedic Ambulance Services Contract.

**Action Requested:** Approve 2004 Paramedic Ambulance Services Contract Addenda #7.

  
\_\_\_\_\_  
Anna Pendergrass, Director

Approved:   
\_\_\_\_\_  
Chair  
EMS District #2 Board

Date: March 26, 2013

Attachments: 1 - Resolution 2013-03-01 EMS District #2

Exhibit(s): A - 2004 Ambulance Contract Addenda #7

**EMS DISTRICT #2 BOARD  
RESOLUTION #2013-03-10**

EMS2

**ADDENDUM NO. 7  
TO  
PARAMEDIC AMBULANCE SERVICES CONTRACT**

**THIS CONTRACT ADDENDUM** entered into the 26<sup>th</sup> day of March 2013, by and between Clark County Emergency Medical Services District No. 2 ("District") and American Medical Response Northwest ("Contractor") and City of Vancouver ("Agency")

**WHEREAS**, the parties wish to amend the Agreement on the terms and conditions set forth herein;

**WHEREAS**, the parties wish to implement a new pilot program ("Pilot Program") to modify response time and penalties for responses within the City of Vancouver and Fire District #5 between the Contractor and the City of Vancouver Fire Department (hereinafter "Agency");

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Amendment shall be effective when executed by all parties and the effective date shall be April 1, 2013 and shall run month-to-month subject to the termination rights herein. The parties intend for this to be a three (3) month pilot program.
2. This Amendment shall not change any terms and conditions in the Agreement except that the Agreement shall be modified to account for the new Response Times related to the services provided under the Vancouver Pilot.
3. Within the City of Vancouver and Fire District #5 for Priorities 3 and 4, Agency shall respond with an engine company or quick response vehicle within 10m59s from time of dispatch and Contractor shall respond Cold (no lights and no sirens) with a transport ambulance within 12m59s from time of dispatch. Notwithstanding, if Contractor is the closest available unit to a Priority 3 or 4 call Contractor shall response Hot (lights and sirens). Agency shall utilize two (2) quick response vehicles during peak deployment times. Within the City of Vancouver and Fire District #5 for Priorities 5 and 6, there shall be no first response services and Contractor shall respond with a transport ambulance within 15m59s from time of dispatch. The modified Response Times are illustrated in the tables that follow:

Priorities 3 & 4	Emergent $\geq$ 90%		
	Urban	Suburban	Rural
First Response	10m59s	N/A	N/A
Ambulance	12m59s	N/A	N/A

Priorities 5 & 6	Non-Emergent $\geq$ 90%		
	Urban	Suburban	Rural
First Response	No Response	N/A	N/A
Ambulance	15m59s	N/A	N/A

4. Under the terms of the Agreement, the District shall calculate and measure Contractor's Response Time compliance using the modified Response Time standards within the Vancouver Service Area only (within Vancouver and Fire District #5). In order to safeguard service levels, the VFD and the Medical Program Director will monitor patient acuity data for priority level 3 and 4 calls.
5. Contractor shall maintain the current deployment configuration during the Pilot Program. In consideration of Contractor's commitment to maintain the same deployment configuration, the District shall in good faith consider exemptions and waiver of penalties and Response Time non-compliance that may have may resulted from the participation by Contractor in the Pilot Program.
6. The Agency covenants and agrees that it will indemnify and hold harmless the District, Contractor and each participating jurisdiction in the EMS Interlocal Cooperation Agreement, dated June 16, 2003, and all of their officers and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission created wholly or in part by the Agency or Contractor, during the performance of this Pilot Program, whether direct or indirect, except that neither the Agency nor the Contractor nor any of their subcontractors, or assignees, will be liable under for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the District or CRESA or any of its employees, Provided that the Agency obligation to indemnify shall be limited to its percentage of fault.
7. This Amendment may be terminated by any party without cause with fifteen (15) days prior written notice to all parties. The parties may make this a permanent modification to the Agreement in a writing signed by all parties.
8. All other terms and conditions of the Agreement shall remain unchanged.

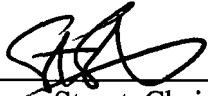
**MUTUAL ASSENT.** The undersigned parties, acting as authorized representatives of their respective organizations, hereby express their respective organization's full understanding and acceptance of, and intent to be legally bound by, the mutual obligations and commitments set forth in the Master Contract for Paramedic Ambulance Services; Addendum #1 entered into on May 30, 2006; Addendum #2 entered into on December 12, 2006; Addendum #3 entered into on September 18, 2007;

Addendum #4 entered into on September 14, 2010; Addendum #5 entered into on April 19, 2011, Addendum #6 entered into on June 12, 2007 and this Addendum #7.

The original Master Contract shall remain in full force and effect except as specifically provided in the signed addenda to this contract.

For EMS District #2:

For American Medical Response, NW:

  
\_\_\_\_\_  
Steve Stuart, Chair (date) 3/26/13

\_\_\_\_\_  
President/CEO (date)

For City of Vancouver:

I solemnly swear that I am authorized to sign this Contract on behalf of (Contractor)

\_\_\_\_\_  
Name, Title (date)

Name:

Title:

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_, 2013


NOTARY PUBLIC in and for the State of Washington, residing at Vancouver, therein.

My Commission expires:

THE COUNTY OF CLARK

ATTEST:   
COUNTY CLERK

APPROVED as to form and legality this 27<sup>th</sup> day of March, 2013.

  
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Chris Horne, Civil Deputy

**SECTION VII. TERMS AND CONDITIONS**

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**A. PERFORMANCE CONDITIONS.**

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4. **Response Time Standards. Minimum Requirement and Additional Commitment Offering:** The Contractor’s response to the minimum requirements and any additional commitment offerings established in its Proposal shall constitute the contractually binding performance requirements throughout the term of the Contract. The following information outlines response time requirements within EMS District #2 excluding the City of Vancouver Fire Department’s service area:

<b>Zone</b>	<b>Hot</b>	<b>Cold</b>	<b>Scheduled</b>	<b>Unscheduled</b>
<b>Urban ALS</b> ALS Transport (if ALS first response agreement stops the ALS clock)	≥ 90%/7m59s ≥ 90%/9m59s	≥ 90%/11m59s ≥ 90%/13m59s	≥ 90% / 10m	≥ 90% / 60m
<b>Suburban ALS</b> ALS Transport (if ALS first response agreement stops the ALS clock)	≥ 90%/11m59s ≥ 90%/13m59s	≥ 90%/17m59s ≥ 90%/19m59s	≥ 90% / 10m	≥ 90% / 60m
<b>Rural ALS</b> ALS Transport (if ALS first response agreement stops the ALS clock)	≥ 90%/19m59s ≥ 90%/21m59s	≥ 90%/29m59s ≥ 90%/31m59s	≥ 90% / 15m	≥ 90% / 60m
<b>Wilderness</b>	≥ 90%/60m	≥ 90%/120m	≥ 90% / 30m	≥ 90% / 120m

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The following information outlines response time requirements within City of Vancouver Fire Departments Service Area

<b>VFD Pilot Program</b>			
<b>Response Time Standards</b>			
<b><u>Priorities 1 &amp; 2</u></b>	<b><u>Time Life Priority &gt; 90%</u></b>		
	<b><u>Urban</u></b>	<b><u>Suburban</u></b>	<b><u>Rural</u></b>
<b><u>First ALS (First Resp/Amb)</u></b>	<b><u>7m59s</u></b>	<b><u>11m59s</u></b>	<b><u>19m59s</u></b>
<b><u>Ambulance</u></b>	<b><u>9m59s</u></b>	<b><u>13m59s</u></b>	<b><u>21m59</u></b>
<b><u>Priorities 3 &amp; 4</u></b>	<b><u>Emergent ≥ 90%</u></b>		
	<b><u>Urban</u></b>	<b><u>Suburban</u></b>	<b><u>Rural</u></b>
<b><u>First ALS (First Resp/Amb)</u></b>	<b><u>10m59s</u></b>	<b><u>13m59s</u></b>	<b><u>21m59s</u></b>
<b><u>Ambulance</u></b>	<b><u>12m59s</u></b>	<b><u>15m59s</u></b>	<b><u>23m59s</u></b>
<b><u>Priorities 5 &amp; 6</u></b>	<b><u>Non-Emergent &gt; 90%</u></b>		
	<b><u>Urban</u></b>	<b><u>Suburban</u></b>	<b><u>Rural</u></b>
<b><u>First ALS (First Resp/Amb)</u></b>	<b><u>15m59s</u></b>	<b><u>19m59s</u></b>	<b><u>29m59s</u></b>
<b><u>Ambulance</u></b>	<b><u>17m59s</u></b>	<b><u>21m59s</u></b>	<b><u>31m59s</u></b>

<b><u>Priorities</u></b>	<b><u>Response Configuration</u></b>	
	<b><u>First Resp.</u></b>	<b><u>Amb.</u></b>
<b><u>1</u></b>	<b><u>Hot</u></b>	<b><u>Hot</u></b>
<b><u>2</u></b>	<b><u>Hot</u></b>	<b><u>Hot</u></b>
<b><u>3</u></b>	<b><u>Hot</u></b>	<b><u>Hot</u></b>
<b><u>4</u></b>	<b><u>Closest Unit Hot/Other Unit Cold</u></b>	
<b><u>5</u></b>	<b><u>Cold</u></b>	<b><u>No Response</u></b>
<b><u>6</u></b>	<b><u>Cold</u></b>	<b><u>No Response</u></b>

## **RCW 35.21.766**

### **Ambulance services — Establishment authorized.**

2) The legislative authority of any city or town may establish an ambulance service to be operated as a public utility. However, the legislative authority of the city or town shall not provide for the establishment of an ambulance service utility that would compete with any existing private ambulance service, unless the legislative authority of the city or town determines that the city or town, or a substantial portion of the city or town, is not adequately served by an existing private ambulance service. In determining the adequacy of an existing private ambulance service, the legislative authority of the city or town shall take into consideration objective generally accepted medical standards and reasonable levels of service which shall be published by the city or town legislative authority. The decision of the city council or legislative body shall be a discretionary, legislative act. When it is preliminarily concluded that the private ambulance service is inadequate, before issuing a call for bids or before the city or town establishes an ambulance service utility, the legislative authority of the city or town shall allow a minimum of sixty days for the private ambulance service to meet the generally accepted medical standards and reasonable levels of service. In the event of a second preliminary conclusion of inadequacy within a twenty-four month period, the legislative authority of the city or town may immediately issue a call for bids or establish an ambulance service utility and is not required to afford the private ambulance service another sixty-day period to meet the generally accepted medical standards and reasonable levels of service. Nothing in chapter 482, Laws of 2005 is intended to supersede requirements and standards adopted by the department of health. A private ambulance service which is not licensed by the department of health or whose license is denied, suspended, or revoked shall not be entitled to a sixty-day period within which to demonstrate adequacy and the legislative authority may immediately issue a call for bids or establish an ambulance service utility.

## **RCW 36.01.095**

### **Emergency medical services — Authorized — Fees.**

Any county may establish a system of emergency medical service as defined by \*RCW 18.73.030(11). The county legislative authority may adopt by resolution procedures to collect reasonable fees in order to reimburse the county in whole or in part for its costs of providing such service: PROVIDED, That any county which provides emergency medical services supported by an excess levy may waive such charges for service: PROVIDED FURTHER, That whenever the county legislative authority determines that the county or a substantial portion of the county is not adequately served by existing private ambulance service, and existing private ambulance service cannot be encouraged to expand service on a contract basis, the emergency medical service that is established by the county shall not be deemed to compete with any existing private ambulance service as provided for in RCW 36.01.100.

## **RCW 36.01.100**

### **Ambulance service authorized — Restriction.**

The legislative authority of any county may by appropriate legislation provide for the establishment of a system of ambulance service for the entire county or for portions thereof, and award contracts for ambulance service: PROVIDED, That such legislation may not provide for the establishment of any system which would compete with any existing private system.



**RCW 36.32.480**

**Emergency medical service districts — Creation authorized — Composition of governing body.**

(1) A county legislative authority may adopt an ordinance creating an emergency medical service district in all or a portion of the unincorporated area of the county and, pursuant to subsection (2) of this section, within the corporate limits of any city or town. The ordinance may only be adopted after a public hearing has been held on the creation of such a district and the county legislative authority makes a finding that it is in the public interest to create the district.

An emergency medical service district shall be a quasi-municipal corporation and an independent taxing "authority" within the meaning of Article 7, Section 1, Washington State Constitution. Emergency medical service districts shall also be "taxing authorities" within the meaning of Article 7, Section 2, Washington State Constitution.

An emergency medical service district shall have the authority to provide emergency medical services.

(2) When any part of a proposed emergency medical service district includes an area within the corporate limits of a city or town, the governing body of the city or town shall approve the inclusion, and the county governing body shall maintain a certified copy of the resolution of approval before adopting an ordinance including the area.

(3) The members of the county legislative authority shall compose the governing body of any emergency medical service district which is created within the county: PROVIDED, That where an emergency medical service district includes an area within the corporate limits of a city or town, the emergency medical service district may be governed as provided in an interlocal agreement adopted pursuant to chapter 39.34 RCW. The voters of an emergency medical service district must be registered voters residing within the service area.

**Clark County Ordinance No. 1991-09-23  
EMS District #2 (original 1987-10-22)**

. . . . All of Clark County, State of Washington, exception and excluding as they appear on the adoption date of this ordinance: (1) those areas incorporated into the city or town limits of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, Woodland, and Yacolt; (2) those areas being within the boundaries of Clark County Fire Protection District Nos. 1 and 9; and (3) that area known as North Country Emergency Medical Services District, more particularly described in Clark County Ordinance No. 1986-09-19 as amended by Ordinance No. 1987-08-09; and further excluding upon annexation those areas of Clark County, Washington, which shall become incorporated areas of the cities and towns named above.

Rev. Code Wash. (ARCW) § 52.12.031 (2012)

§ 52.12.031. Specific powers -- Acquisition or lease of property or equipment --  
Contracts -- Association of districts -- Group life insurance -- Building inspections -- Fire  
investigations

Any fire protection district organized under this title may:

- (1) Lease, acquire, own, maintain, operate, and provide fire and emergency medical apparatus and all other necessary or proper facilities, machinery, and equipment for the prevention and suppression of fires, the providing of emergency medical services and the protection of life and property;
- (2) Lease, acquire, own, maintain, and operate real property, improvements, and fixtures for housing, repairing, and maintaining the apparatus, facilities, machinery, and equipment described in subsection (1) of this section;
- (3) Contract with any governmental entity under chapter 39.34 RCW or private person or entity to consolidate, provide, or cooperate for fire prevention protection, fire suppression, investigation, and emergency medical purposes. In so contracting, the district or governmental entity is deemed for all purposes to be acting within its governmental capacity. This contracting authority includes the furnishing of fire prevention, fire suppression, investigation, emergency medical services, facilities, and equipment to or by the district, governmental entity, or private person or entity;
- (4) Encourage uniformity and coordination of fire protection district operations. The fire commissioners of fire protection districts may form an association to secure information of value in suppressing and preventing fires and other district purposes, to hold and attend meetings, and to promote more economical and efficient operation of the associated fire protection districts. The commissioners of fire protection districts in the association shall adopt articles of association or articles of incorporation for a nonprofit corporation, select a chair, secretary, and other officers as they may determine, and may employ and discharge agents and employees as the officers deem convenient to carry out the purposes of the association. The expenses of the association may be paid from funds paid into the association by fire protection districts: PROVIDED, That the aggregate contributions made to the association by a district in a calendar year shall not exceed two and one-half cents per thousand dollars of assessed valuation;
- (5) Enter into contracts to provide group life insurance for the benefit of the personnel of the fire districts;
- (6) Perform building and property inspections that the district deems necessary to provide fire prevention services and pre-fire planning within the district and any area that the

district serves by contract in accordance with RCW 19.27.110: PROVIDED, That codes used by the district for building and property inspections shall be limited to the applicable codes adopted by the state, county, city, or town that has jurisdiction over the area in which the property is located. A copy of inspection reports prepared by the district shall be furnished by the district to the appropriate state, county, city, or town that has jurisdiction over the area in which the property is located: PROVIDED, That nothing in this subsection shall be construed to grant code enforcement authority to a district. This subsection shall not be construed as imposing liability on any governmental jurisdiction;

(7) Determine the origin and cause of fires occurring within the district and any area the district serves by contract. In exercising the authority conferred by this subsection, the fire protection district and its authorized representatives shall comply with the provisions of RCW 43.44.050;

(8) Perform acts consistent with this title and not otherwise prohibited by law.

Rev. Code Wash. (ARCW) § 52.33.030 (2012)

§ 52.33.030. Policy statement -- Service delivery objectives

(1) Every fire protection district and regional fire protection service authority shall maintain a written statement or policy that establishes the following:

- (a) The existence of a fire department;
- (b) Services that the fire department is required to provide;
- (c) The basic organizational structure of the fire department;
- (d) The expected number of fire department employees; and
- (e) Functions that fire department employees are expected to perform.

(2) Every fire protection district and regional fire protection service authority shall include service delivery objectives in the written statement or policy required under subsection (1) of this section. These objectives shall include specific response time objectives for the following major service components, if appropriate:

- (a) Fire suppression;
- (b) **Emergency medical services;**
- (c) Special operations;

- (d) Aircraft rescue and firefighting;
- (e) Marine rescue and firefighting; and
- (f) Wild land firefighting.

(3) Every fire protection district and regional fire protection service authority, in order to measure the ability to arrive and begin mitigation operations before the critical events of brain death or flash-over, shall establish time objectives for the following measurements:

- (a) Turnout time;
- (b) Response time for the arrival of the first arriving engine company at a fire suppression incident and response time for the deployment of a full first alarm assignment at a fire suppression incident;
- (c) Response time for the arrival of a unit with first responder or higher level capability at an emergency medical incident; and
- (d) Response time for the arrival of an advanced life support unit at an emergency medical incident, where this service is provided by the fire department.

(4) Every fire protection district and regional fire protection service authority shall also establish a performance objective of not less than ninety percent for the achievement of each response