

**SEVENTH AMENDMENT TO THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.**

This Seventh Amendment to the Agreement By and Between the City of National City and American Medical Response Ambulance Service, Inc. ("Seventh Amendment") is entered into this August 15, 2023, by and between the City of National City ("CITY") and American Medical Response Ambulance Service, Inc., ("AMR").

RECITALS

- A. WHEREAS, on June 20, 2006, CITY and AMR entered into an agreement entitled "Agreement by and between the City of National City and American Medical Response Ambulance Service, Inc." as has been amended from time-to-time by those First, Second, Third, Fourth, Fifth and Sixth amendments (collectively, the "Agreement"); and
- B. WHEREAS, AMR has met all of the eligibility requirements for an extension of the Agreement as set forth in Section VI, Subsection E.1; and
- C. WHEREAS, the Parties wish to make certain changes to the Agreement as set forth below; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived therefrom, CITY and AMR agree as follows:

- 1. Section II, Subsection A.10, A.11(e), A.11(f), A.11(g), A.11(h), A.11(j), A.11(k), A.11(l), A.11(m), A.11(n), A.11(o), B.4., are hereby deleted in their entirety and *void ab initio*.
- 2. Section II, Subsection A.1 is amended by replacing Subsection A.1 with the following:  
  
*Provide and maintain, at no cost to CITY, two (2) fully equipped, supplied, and staffed advanced life support (ALS) type III ambulances available for providing paramedic services seven (7) days per week, twenty-four (24) hours per day on a year-round basis. These units shall have as their principal station a location within the City of National City. AMR shall notify CITY of the locations where each ALS unit is principally posted and shall notify the CITY if a change of location is determined necessary. Each ALS ambulance shall be staffed at a level consistent with County of San Diego protocols and/or requirements. For purposes of this agreement, Paramedics shall be individuals licensed by the State of California according to Title 22, CCR Division 9, Chapter 4 and accredited to practice as a paramedic by the County of San Diego.*
- 3. Section II, Subsection A.11(d) is amended by modifying the Franchise Fee Payments as follows:

Actual	Estimate
FY 2022-23	FY 2023-24
\$318,023	\$318,023

No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal 315 Anti-Kickback Statute. The City represents that the reimbursement it receives from AMR is less than and shall be less than the City's costs for services throughout the term of this Agreement.

4. Section IV, Subsection B.1 is amended by replacing Subsection B.1 with the following:

*B.1. Effective July 1, 2023, the Ambulance Service Base Rate for Advanced Life Support will be \$3,845.22. The ancillary changes are attached as Schedule B.1.*

5. Section V, Subsection C.2 is amended by replacing Subsection C.2 with the following:

*Effective July 1, 2023, Emergency responses with lights and sirens are defined as requests that are received in the Contractor's communications center using the MPDS triage system and determined to be either "Bravo", "Charlie", "Delta", or "Echo" level responses. Emergency responses no lights and sirens are defined as requests that are received in the Contractor's communications center using the MPDS triage system and determined to be either "Alpha" or "Omega" level responses.*

6. Section V, Subsection C.4(b) is amended by replacing Subsection C.4.(b) with the following:

*If a response is downgraded from an Emergency (lights and sirens) response to an Emergency (no lights and sirens) response by a PSAP dispatcher or if a response is downgraded by a first responder unit prior to the arrival on scene of a transport capable ALS ambulance, the Contractor's compliance will be determined by the following:*

*If the time of downgrade occurs after the higher priority standard response time has been exceeded, the more stringent higher priority response time standard of 11:59 will apply, or if the time of the downgrade occurs before the unit has exceeded the higher priority response time standard, the less stringent lower priority response time standard of 19:59 will apply.*

7. Section V, Subsection C.4 is amended by adding Section V, Subsection C.4.e as follows:

*Calls initially dispatched as Emergencies (lights and sirens) that result in a transport of Code 40 or Code 50, shall be exempted from the Emergency response time standard (lights and sirens) and shall have the Emergency (no lights and sirens) response time standard of 19:59 applied retrospectively.*

8. Section V, Subsection C.4 is amended by adding Section V, Subsection C.4.f as follows:

*Any time the Contractor utilizes Contractor resources from outside the service area on a Mutual Aid basis, or requests for assistance from other agencies on a Mutual*

*Aid basis, the response time of the mutual aid responding unit shall be exempted from inclusion in the monthly response time performance calculations.*


9. Section VI, Subsection E.1 is amended with the term of the Agreement being extended for an additional one year from the time the current Agreement expires on June 30, 2023.
10. The parties further agree that with the foregoing exceptions, each and every term and provision of the Agreement by and between the CITY and AMR, dated June 20, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Amendment to be executed the day and year first herein set forth.

**CITY OF NATIONAL CITY**

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC.**

By: \_\_\_\_\_  
Ron Morrison, Mayor

By: \_\_\_\_\_  
  
Sean Russell  
Regional President

**APPROVED AS TO FORM:**

City Attorney

By: \_\_\_\_\_

Schedule B.1

<b>Procedure code</b>	<b>Current</b>	<b>New</b>
1151 - ALS EMERGENCY BASE RATE	2,812.60	3,845.22
1152 - ALS LEVEL 2	3,265.44	4,541.51
1251 - BLS EMERGENCY BASE RATE	912.45	2,066.00
2151 - MILEAGE	42.45	125.00
1111 - TREAT NO TRANSPORT	-	760.14
3001 - OXYGEN	135.53	271.06
3008 - HOT PACK	15.35	30.70
3040 - 4X4 STERILE	4.12	8.24
3042 - ABDOMINAL PAD	4.30	8.60
3044 - ACE WRAP	12.06	24.12
3046 - ARMBBOARD	11.19	22.38
3048 - BED PAN	16.00	32.00
3050 - BITE STICK	8.38	16.76
3051 - SMARTCAPNOLINE PEDIATRIC	32.81	65.62
3052 - BODILY WASTE DISP BAG	3.70	7.40
3053 - SMARTCAPNOLINE PLUS ADULT	38.28	76.56
3058 - BULB SYRINGE	14.38	28.76
3062 - BAG VALVE MASK DISP UNIT	181.98	363.96
3072 - CATHETER/INTERCATH NEEDL	24.23	48.46
3074 - CERVICAL COLLAR	193.98	387.96
3076 - CHUX	4.80	9.60
3078 - COLD PACK	16.43	32.86

3086 - CARDBOARD SPLINT	19.30	38.60
3088 - CPR STAT PADS ADULT	8.56	17.12
3092 - DEFIB COMBO PADS	77.97	155.94
3093 - ELECTRODES QUICK COMBO PEDS	78.36	156.72
3094 - DISP BLANKET	60.23	120.46
3096 - DISPOSABLE LINEN	16.43	32.86
3102 - ELECTRODE SET	17.86	35.72
3104 - EMESIS BASIN	2.50	5.00
3106 - ADDITIONAL ETT	31.95	63.90
3112 - FILTER LINE REG-ADULT/PED	19.39	38.78
3113 - BACTERIAL FILTER LTV VENT	10.89	21.78
3115 - FLTRLN SET W/AIRWAY ADAPTER	26.24	52.48
3118 - HUMIDIFIER W/ADAPTER	36.77	73.54
3119 - BAG ASSIST NEBULIZER	23.77	47.54
3120 - HYPODERMIC NEEDLE	1.72	3.44
3121 - PEDIATRIC NEBULIZER	5.38	10.76
3124 - INFECTIOUS PRECAUTIONARY SRVC	122.54	245.08
3126 - INTUBATION	296.71	593.42
3130 - ISOLATION MASK	16.43	32.86
3132 - ISOLATION SUIT/KIT	109.52	219.04
3140 - KERLIX ROLL	17.27	34.54
3142 - LANCETS	0.83	1.66
3152 - MULTI TRAUMA DRESSING	31.00	62.00

3154 - NASAL CANNULA	7.35	14.70
3162 - NASAL PHARNGEAL AIRWAY	49.16	98.32
3168 - NON-REBREATHER MASK	23.09	46.18
3170 - OB KIT	116.56	233.12
3172 - ORAL PHARTNGEAL AIRWAY	16.27	32.54
3186 - PREP RAZOR	6.53	13.06
3190 - SKULL CAP	3.36	6.72
3192 - SOFT RESTRAINTS	40.24	80.48
3194 - STERILE WATER	20.54	41.08
3196 - GLOVES STERILE	7.35	14.70
3198 - STYLETTE/BOUGIE	63.10	126.20
3200 - SYRINGE	9.62	19.24
3204 - TAPE ADHESIVE	3.32	6.64
3208 - TRIANGULAR BANDAGE	17.04	34.08
3212 - TUBE TAMER	51.96	103.92
3214 - URINAL	9.44	18.88
3218 - VASELINE GAUZE	14.38	28.76
3220 - WASH BASIN DISP	9.84	19.68
3226 - NEBULIZER SETUP	20.41	40.82
3228 - SALEM SUMP TUBE	41.78	83.56
3234 - EKG STRIP	21.94	43.88
34626 - HEMOSTATIC GAUZE	113.27	226.54
36220 - EZ IO SUPPLY	182.21	364.42

4000 - ACTIVATED CHARCOAL	118.01	236.02
4002 - ADDITIONAL 250CC IV BAG	15.18	30.36
4004 - ADENOSINE	136.87	273.74
4005 - ALBUTEROL	29.12	58.24
4008 - AMIODARONE	10.32	20.64
4009 - ASPIRIN	3.81	7.62
4010 - ATROPINE MULTIDOSE VIAL	90.07	180.14
4012 - ATROPINE PLS	50.28	100.56
40120 - ACETAMINOPHEN	158.53	317.06
4013 - ATROVENT	2.11	4.22
4014 - BENADRYL	49.86	99.72
4015 - BENZOIN SWABS	3.14	6.28
4018 - CALCIUM CHLORIDE	50.28	100.56
4019 - D5W 250CC	4.26	8.52
4024 - EPINEPHRINE 1 10000 PLS	50.28	100.56
4025 - EPINEPHRINE 1 1000 AMP	19.91	39.82
4027 - EXTRA 1000CC BAG	13.68	27.36
4028 - GLUCAGON	226.60	453.20
4029 - INSTA-GLUCOSE	18.35	36.70
4036 - IV SET-UP 1000CC	115.99	231.98
4037 - IV SET-UP 250CC	116.88	233.76
4042 - LIDOCAINE PLS	56.51	113.02
4049 - NARCAN	142.23	284.46

4052 - NITROGLYCERIN .4MG TAB	25.18	50.36
4053 - NORMAL SALINE	14.78	29.56
4057 - SODIUM BICARBONATE 10MEQ	52.62	105.24
4061 - VERSED	40.73	81.46
40613 - FENTANYL 50MCG/ML Vial 2ML	0.45	0.90
4062 - DEXTROSE 50% 50ML	50.28	100.56
4063 - ZOFRAN INJECTION	57.67	115.34
4064 - ZOFRAN ORAL	57.67	115.34
4066 - AMIODARONE SET-UP	42.75	85.50
41770 - KETAMINE	9.32	18.64
4673 - SODIUM CHLOR, SYR/12ML 0.9 10ML	2.43	4.86
5002 - BANDAGE SERVICE	83.78	167.56
5004 - BVM TO NEBULIZER ADAPTER	7.35	14.70
5005 - END TIDAL CO2 MONITOR	136.49	272.98
5006 - CPR SERVICE	154.27	308.54
5009 - GLUCOMETER PROCEDURE	63.89	127.78
5016 - EKG MONITORING PROCEDURE	85.89	171.78
5018 - OB DELIVERY PROCEDURES	311.71	623.42
5020 - RESTRAINT PROCEDURES	82.11	164.22
5021 - SPLINTING SERVICE	95.95	191.90
5022 - SPINAL PRECAUTION SERVICE	373.43	746.86
5023 - SUCTIONING PROCEDURES	145.38	290.76
5041 - PORTABLE WARMER	147.81	295.62



5044 - PULSE OXIMETRY	68.44	136.88
5050 - TRACTION SPLINT	187.81	375.62
5052 - CONTINUOUS POSITIVE AIRWAY PRE	448.74	897.48
5607 - PACING EXTERNAL PROCEDURE	154.27	308.54
56220 - EZ IO PROCEDURE	154.27	308.54
6001 - ADDITIONAL ATTENDANT	1,198.46	2,396.92
6004 - PRESSURE INFUSION BAG	28.82	57.64
6024 - PEEP VALVE	72.45	144.90