

1 RESOLUTION NO.

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE,
3 CALIFORNIA, DECLARING ITS INTENTION TO GRANT AN
4 AMBULANCE MEDICAL TRANSPORT FRANCHISE TO PREMIER
5 MEDICAL TRANSPORTATION, INC. AND FIXING THE TIME AND PLACE
6 FOR A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF
7 RIVERSIDE

8 WHEREAS, Riverside Municipal Code (RMC) section 5.66.020 requires that any person,
9 either as owner, agent or otherwise, to operate, conduct, maintain, advertise or otherwise be
10 engaged in or profess to be engaged in the operation of ambulance services originating in the
11 City of Riverside ("City"), be granted a valid franchise to do so by the City Council; and

12 WHEREAS, RMC section 5.66.040 requires that any applicant for an ambulance
13 franchise submit to the Ambulance Administrator an application in writing; and

14 WHEREAS, Premier Medical Transportation, Inc. ("Applicant") submitted an
15 application for an ambulance franchise delineated as a Medical Transport Franchise; and

16 WHEREAS, pursuant to RMC section 5.66.050, the Ambulance Administrator conducted
17 an evaluation and determined that the public health, safety, welfare, convenience, and necessity
18 require the granting of a franchise for the operating area and level of service for which the
19 application has been made and further determined that the Applicant meets all requirements of
20 Chapter 5.66. The Administrator prepared and issued a report to the Public Safety Committee,
21 who on October 21, 2015 voted to recommend that the Council approve the franchise
22 application; and

23 WHEREAS, the Ambulance Administrator further found that there is a demonstrated
24 community need and necessity for additional ambulance services within the City of Riverside;
25 and

26 WHEREAS, on December 1, 2015, the City Council voted at the conclusion of a public
27 hearing on the application that the Applicant has demonstrated that the public health, safety,
28 welfare, convenience, need and necessity require the granting of the franchise for the operating
area and level of service for which the application has been made and that the Applicant meets
all requirements of Chapter 5.66 of the RMC; and

1 WHEREAS, section 5.66.060 of the RMC states that “[t]he Council may initiate
2 proceedings under the City Charter to grant an ambulance service franchise for a period of up to
3 five years upon finding at the conclusion of a public hearing on the application that the applicant
4 has demonstrated that the public health, safety, welfare, convenience, and necessity require the
5 granting of the franchise for the operating are and level of service for which the application has
6 been made and that the applicant meets all requirements of this Chapter”; and

7 WHEREAS, pursuant to Section 1301 of the City’s Charter, “[b]efore granting any
8 franchise, the City Council shall pass a resolution declaring its intention to grant the same,
9 stating the name of the proposed grantee, the character of the franchise and the terms and
10 conditions upon which it is proposed to be granted. Such resolution shall fix and set forth the
11 day, hour and place when and where any persons having any interest therein or any objection to
12 the granting thereof may appear before the City Council and be heard thereon.”

13 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside as
14 follows:

- 15 1. It is the intention of the City Council to grant a franchise as follows:
 - 16 a. Name of proposed grantee: Premier Medical Transportation, Inc.
 - 17 b. Character of franchise: Medical Transport Franchise to provide Basic Life
18 Support and Critical Care Transports in the City of Riverside.
 - 19 c. Terms and conditions upon which the franchise is proposed to be granted:
 - 20 i. Grantee shall execute the Agreement attached as Exhibit “A.”
 - 21 ii. Grantee shall comply with all terms of the Agreement attached as
22 Exhibit “A.”
 - 23 iii. Grantee shall comply with all requirements of the Riverside Municipal
24 Code, including but not limited to Chapter 5.66.

25 2. Notice is hereby given that the City Council will hold a public hearing on
26 ambulance Medical Transport Franchise, on January 12, 2016, at the hour of 3:00 p.m. in the Art
27 Pick Council Chambers at the Riverside City Hall, 3900 Main Street in the City of Riverside,
28 California. Any protests or objections to the proposed granting of the franchise may be made

1 orally or in writing by any interested person.

2 3. The City Clerk shall give notice of the public hearing by causing this Resolution of
3 Intention to be published at least once in The Press Enterprise within fifteen (15) days of the
4 passage of this Resolution and at least ten (10) days prior to the hearing.

5 ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk
6 this day of .

7 _____
Mayor of the City of Riverside

8
9 _____
10 City Clerk of the City of Riverside

11
12
13 I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the
14 foregoing resolution was duly and regularly introduced and adopted at a meeting of the City
15 Council of said City at its meeting held on the day of by the
16 following vote, to wit:

17 Ayes:

18 Noes:

19 Absent:

20 Abstain:

21 IN WITNESS WHEREOF I have hereunto set my hand and affixed the official seal of
22 the City of Riverside, California, this day of .

23
24 _____
City Clerk of the City of Riverside

25
26
27 CA# 15-2013
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EXHIBIT 'A'

**AGREEMENT BY AND BETWEEN THE
CITY OF RIVERSIDE AND PREMIER MEDICAL TRANSPORTATION, INC.
FOR
MEDICAL TRANSPORT SERVICES**

1. PARTIES AND DATE

This Agreement is made and entered into the _____ day of _____, 2015 by and between the City of Riverside, a California charter city and municipal corporation (“City”) and Premier Medical Transportation, Inc., a California corporation (“PMT”) with its principal place of business at 575 Maple Court, Suite A, Colton, California 92324-3209. City and PMT are sometimes individually referred to as “party” and collectively as “parties.”

2. NO GUARANTEED CALL VOLUME

The parties understand, acknowledge and agree that the health delivery system is rapidly changing, and that the City does not guarantee PMT that a certain call volume or revenue generation will result from this Agreement.

3. NON EMERGENCY MEDICAL TRANSPORT FRANCHISE SERVICES

3.1. City Obligations

City shall undertake the following administration and oversight functions for all “Medical Transport Franchise” ambulance transport services, including inter-facility transports (IFT) within the City of Riverside:

- a. Collect and review (on a quarterly basis) PMT’s monthly IFT response time performance data. Data to be provided by the contractor/PMT.
- b. Review PMT’s request for IFT exemptions.
- c. Calculate and collect any monthly fines/penalties for IFT noncompliance.
- d. Report IFT contract compliance information to County.
- e. Invoice PMT for any IFT penalties/fines.

3.2 PMT Obligation

PMT shall obtain its CAAS accreditation by August 20, 2017. Failure to do so shall automatically terminate this Agreement and PMT's franchise.

4. **RESPONSE TIME PERFORMANCE**

4.1. IFT Response Time Performance Criteria

- a. While performing inter-facility transports (IFT) within the City, PMT shall be on time for the pick up at least 90% of the time measured on a month to month basis.
- b. Response time requirements by call type are listed in Exhibit "A" ("Performance Standards for IFT Transports").
- c. If PMT expects to be more than 15 minutes late for any pick-up, the sending facility shall be called and the delay explained; where appropriate, PMT may refer the transport to another licensed franchisee in order to reduce the delay.

4.2. Penalties

If PMT fails to meet the performance standards in the delivery of IFT service, except as otherwise exempted, PMT shall be assessed penalties as described in Exhibit "B". PMT agrees that the City may unilaterally amend the penalty amounts in Exhibit "B" by providing written notice to PMT by certified mail of such changes. Penalties in Exhibit "B" are in addition to all other remedies available to the City including termination of the franchise. City will invoice PMT for any IFT penalties/fines on a quarterly basis. PMT shall make payments within forty-five (45) days of such invoice without penalty. After the conclusion of the forty-five (45) calendar days, late charges will be assessed at four percent (4%).

4.3. Exemptions

- a. PMT shall be exempt from IFT response time requirements during times of City or County declared disasters or during mass casualty incidents where PMT is providing

assistance at the request of the City of Riverside Fire Department (“Department”) or its 911 ambulance service provider.

4.4. Customer Service Surveys

PMT shall be responsible for performing an annual customer service survey approved by the City for all facilities serviced within the City of Riverside. The survey shall be completed and submitted to the City by April 1 annually.

5. TERMS

5.1. Terms of Agreement

The term of this Agreement shall be from the date upon which a franchise granted by the Riverside City Council is effective in the year 2015 through December 31, 2020, unless earlier terminated as provided pursuant to the terms of this Agreement. The parties may also mutually agree to extend the term of this Agreement if there is no substantial changes in the content of the franchise ordinance, and if the Council determines that the franchisee has acted in conformity with the provisions of the Riverside Municipal Code.

5.2. Services

- a. Services shall be performed in accordance with all applicable federal, state, County and City laws, ordinances, rules and regulations, including all Medicare and Medi-Cal requirements (collectively referred to herein as the “Applicable Standards”).
- b. The maximum rate schedule as set forth by the terms of Exhibit “C” may not be exceeded.

5.3. Franchise Fee

An annual franchise fee of One Thousand Two Hundred Dollars (\$1,200) will be assessed per ambulance that will engage in the operation of ambulance services originating in the

City (“ambulance”). Additional or new ambulances permitted during the year will be charged on a prorated basis per quarter from the time they are permitted to the rest of the calendar year. The annual franchise fee will be set forth by the City Council and may be adjusted annually by City Council resolution.

5.4. Ambulance Inspection Permits

5.4.1. A decal permit is required for each ambulance. The permit fee is required for each ambulance providing service in the City. The permit must be prominently displayed at the rear of each ambulance. The ambulance inspection and permit fees will be set forth by the City Council and may be adjusted annually by City Council resolution.

The permit decal shall be utilized to identify each ambulance as an approved transportation vehicle within the City of Riverside. The decal permit fee is an annual charge.

5.4.2. PMT agrees to make available to the City all franchised ambulances on a yearly basis for inspection and issuance of the appropriate City permit decal.

5.4.3. All franchised or permitted ambulances may be subject to inspection by the Department at any time. Any ambulance not maintained in the proper manner may be removed from service. Any ambulance which has been so removed from service shall not be returned to service until such ambulance has been inspected and approved by the Fire Chief or his/her designee.

5.4.4. Only City of Riverside permitted and properly decaled ambulances are approved to provide non-emergency ambulance medical transport franchise services.

5.4.5. A non-emergency ambulance service in which a patient is picked up from outside the City limits is exempted from the franchise fee and permit requirements.

5.5. Termination

5.5.1 Termination for Cause. Either party may terminate this Agreement at any time for cause, if once they provide the other party with thirty (30) calendar days advance notice of a material breach of this Agreement, the breaching party does not cure such breach or make a diligent effort to do so to the reasonable satisfaction of the notifying party. Notwithstanding the foregoing, either PMT or City may immediately terminate this Agreement for cause upon notice to the other party that the breaching party has failed to maintain the insurance required. PMT shall be permitted to terminate this agreement in accordance with the provisions of Section 5.5 of this Agreement, without the expectation of refund of City franchise and permit fees.

5.5.2 Termination for No Cause. Either party may terminate this Agreement without cause upon written notice to the other party at least three hundred sixty five (365) calendar days in advance of the desired termination date.

5.5.3 Termination By Franchise Termination. If the franchise granted to PMT expires or is terminated, this Agreement automatically terminates without the requirement of providing any advance notice to either party.

5.6 Representatives

Each party shall designate a person to act as its representative for the performance of this Agreement (“Representative”). The parties designate the following persons for this purpose: (a) the City designates its Fire Chief or his or her designee; and (b) PMT designates its President or his or her designee. Subject to such approval as may be required from the respective governing boards of the parties under applicable law or ordinance, the Representatives shall have the power to negotiate on behalf of their respective parties for all purposes under this Agreement.

5.7 Records

Each party shall allow the other party reasonable access, as reasonably determined by the providing party, to documentation required to resolve any dispute or controversy with respect to this Agreement, including the resolution of any penalties assessed or claimed by the City against PMT.

5.8 Independent Contractor Status

Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers; compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose. Each party shall defend, indemnify and hold harmless the other party from and against any and all expenses or liabilities of any kind arising from or incident to any claim by any employee of the indemnifying party or any governmental agency relating to wages, salaries, overtime, benefits or other obligations of the indemnifying party to any employee thereof.

5.9 Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

City of Riverside: Fire Chief
 City of Riverside
 3401 University Ave
 Riverside, CA 92501

Copy to: City Attorney
 City of Riverside
 3900 Main Street
 Riverside, CA 92522

PMT: Premier Medical Transportation, Inc.
 575 Maple Court, Suite A
 Colton, CA 92324-3209

Such notice may be provided by personal delivery, by first class mail, by express delivery or facsimile transmission. Notice shall be deemed made as follows: (a) when personally delivered, upon actual delivery; (b) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (c) when sent by express delivery, upon delivery as documented by the delivery service; and (d) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record; provided, however, that if delivery is after 5:00 p.m., delivery shall be deemed to be on the following day. Facsimile transmissions shall be followed by first class delivery along with a copy of the facsimile transmission record. Notice shall be deemed actual notice on the date actual notice occurred, regardless of the method of service.

5.10 Cooperation and Further Acts

The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

5.11 Attorney's Fees

If any party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such

litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action.

5.12 Indemnification

Each party shall defend, indemnify and hold the other party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of any negligent acts, omissions or willful misconduct of the indemnifying party or its officials, officers, employees and agents related to the performance of this Agreement, including attorney's fees and other related costs and expenses; provided, however, that employees of either party shall not be deemed to be agents of the other party for purposes of this Section. The indemnifying party shall defend, at that party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the other party or its officials, officers, employees and agents. The indemnifying party shall pay and satisfy any judgment, award or decree that may be rendered against the other party or its officials, officers, employees and agents in any such suit, action or other legal proceeding. Notwithstanding the foregoing, the indemnifying party shall not settle any lawsuit with respect to the other party to this Agreement without such party's consent, which consent shall not be unreasonably withheld.

5.13 Insurance

PMT shall maintain during the term of this Agreement, such insurance policies and coverages in the types and limits, set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by PMT pursuant to this Agreement are adequate to protect PMT. If PMT believes that any required insurance coverage is inadequate,

PMT will obtain such additional insurance coverage as PMT deems adequate, at PMT's sole expense.

5.14 Entire Agreement; Amendments; Net Revenue Amendment

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

5.15 Governing Law

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

5.16 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties.

5.17 Assignment or Transfer

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Any assignment, transfer or subcontract by PMT to any commonly controlled affiliate of PMT shall be permitted without any consent; provided, however, PMT shall provide City with sixty (60) days prior written notice of such assignment, transfer or subcontract, including notice of any change in ownership status of PMT which may result in the sale or transfer of more than fifty percent (50%) controlling interest in the business. Such notice shall be provided to City within fifteen (15) business days of such information being provided to PMT management. Notwithstanding the foregoing, a "transfer of ownership or control" shall not be deemed to occur based solely on the registration by PMT or its corporate parent of its shares of common stock (or

other equity securities) in an initial public offering (an “IPO”) under the Securities Act of 1933, as amended, or based solely on the sale of its securities at any time on a public exchange, so long as there is no change in senior executive management at the PMT management level and no more than forty-nine percent (49%) of the members of the board of directors of the PMT or its parent are replaced as a direct result thereof.

5.18 Construction, References and Captions

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any party shall include all officials, officers, employees and agents of that party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

5.19 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppel, or otherwise.

5.20 Invalidity and Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend

this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any party, such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

5.21 Equal Opportunity Employment

Each party represents that it is an equal opportunity employer and that it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation, or any other protected classification. Such non-discrimination shall include, but not be limited to, all activities, related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

5.22 Authority to Execute Agreement

Each party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party hereto.

5.23 Counterparts

This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

[Signatures on following page]

IN WITNESS WHEREOF, City and PMT have caused this Agreement for Medical Transport

Services to be duly executed the day and year first above written

CITY OF RIVERSIDE, a California
Charter city and municipal corporation

PREMIER MEDICAL TRANSPORTATION, INC.,
a California corporation

By: _____
City Manager

By: _____

Name: _____

Title: _____

Attest: _____
City Clerk

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____
Deputy City Attorney

EXHIBIT A

Performance Standards for IFT Transports

<u>Call Type</u>	<u>Definition</u>	<u>Response Time Criteria</u>
Urgent	A life threatening condition which requires immediate transfer to a higher level of care	ALS/CCT: 20 min
Immediate	Non life threatening but the sending facility lacks the resources to provide necessary and ongoing care for more than 1 hour	ALS/CCT: 45 min
Non Scheduled	Transport required in less than 4 hours but the sending facility can maintain care for at least 4 hours.	BLS: 30 min ALS/CCT: 90 min
Scheduled	Transport required in more than 4 hours, pick up time is mutually agreed upon. On time when contractor is at the patients side within 15 minutes of the agreed pick up time.	

On time is based on when the attendant of the franchisee ("PMT") is at the patient's side. The category of the request is determined by the facility making the request.

EXHIBIT B

Penalties for Failing to Meet IFT Performance Standards

For each calendar month in which PMT has met less than 90% percent of the response time standards for inter-facility transports as outlined in Exhibit A, PMT shall be assessed a lump sum for each percentage point below 95 percent or portion thereof. These shall be as follows:

1.	89-89.99%	=	\$1,000
2.	88-88.99%	=	\$2,250
3.	87-87.99%	=	\$3,750
4.	86-86.99%	=	\$5,800
5.	85-85.99%	=	\$7,800
6.	< 85%	=	\$11,000

Administrative Monetary Penalties

1	VEHICLE PENALTIES	Penalty per Violation		
		First	Second	Third or More
a.	Using an unpermitted vehicle to pick up or attempt to pick up passengers in the City:	\$1,000 and applicable franchise and permit fee charge	\$2,000 and applicable franchise and permit fee charge	\$3,000 and applicable franchise and permit fee charge
	Using an unpermitted vehicle to pick up or attempt to pick up patients, without a current valid franchise agreement with the City:	\$3,000	\$5,000	\$7,000
b.	Authorizing an individual to drive a company vehicle without a valid California Driver License:	\$500	\$1,000	Franchise Revocation

c.	Authorizing an individual to act as an attendant in a private ambulance without an EMT Certificate issued by any county agency within the State of California:	\$1,000	\$3,000	\$5,000
d.	Failure to surrender a vehicle decal to the Department:	\$250	\$250	\$250
e.	Failure to submit requested financial and statistical / operational reports when required:	\$300	\$400	\$500
f.	Failure to allow the Department reasonable access to company records:	\$500	\$500	\$500
g.	Submitting required or requested documentation that is inaccurate, misleading or incomplete:	\$300	\$400	\$500
h.	Fraudulent reporting of any required or requested information, including tampering of any files, data or reports:	\$500	\$1,000	Franchise Revocation
i.	Failure to maintain City required insurance on file with the Department, lapse of insurance coverage even if the coverage documentation and policy are later adjusted to full coverage duration, or late submission of insurance documentation to the Department:	\$300 Suspension of franchise until resolved	\$400 Suspension of franchise until resolved	\$500 Suspension of franchise until resolved
j.	"Code 3" response to any request for ambulance service, without proper authorization from an authorized 911 provider:	\$2,000	\$3,500	\$5,000

2 DRIVER PENALTIES

Penalty per Violation:

	First	Second	Third or More
a. Picking up or attempting to pick up passengers in the City without a current, valid California Driver's License:	\$100	\$300	\$500

b.	Acting in any manner that endangers the health and wellbeing of a passenger or patient, unauthorized use of emergency lights or siren, or abandonment of a passenger or patient or non-taxi vehicle for hire, whether or not the act causes any harm:	\$500	\$1,000	\$2,000
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3 ATTENDANT PENALTIES

		Penalty per violation:		
		First	Second	Third or More
a.	Acting as an attendant in a private ambulance without a valid EMT certificate issued by any county agency within the State of California:	\$500	\$1,000	\$2,000
b.	Acting in any manner that endangers the health and wellbeing of a passenger or patient, unauthorized use of emergency lights or siren, or abandonment of a passenger or patient or non-taxi vehicle for hire, whether or not the act causes any harm:	\$500	\$1,000	\$2,000

Rights of Appeal

PMT has the right to appeal the imposition of an administrative monetary penalty within thirty (30) calendar days from the date the penalty was assessed. If the notice of the imposition of an administrative monetary penalty was mailed, the appeal must be made within thirty (30) calendar days of the date of the mailing. An appeal must be made in writing and the appeal must be presented or mailed to the City of Riverside, Fire Department, 3401 University Avenue, Riverside, California 92501.

The appeal will result in an administrative hearing before an independent hearing officer selected by the City. Any person appealing the imposition of an administrative monetary penalty shall deposit

the amount of the penalty specified on the notice of the imposition of an administrative monetary penalty at the time of filing the appeal.

Failure to properly file a written appeal within thirty (30) calendar days shall constitute a waiver of an administrative hearing and shall constitute adjudication of the administrative penalty, or any portion thereof, and the total amount of the monetary penalty.

If either party is aggrieved by the decision of the administrative hearing officer, such party may contest that decision by filing an appeal to be heard by the Superior Court. The request for an appeal must be filed with the Superior Court of California, County of Riverside. The appeal must be filed within twenty (20) days following the date of the administrative hearing decision. If an appeal is not filed with the court in a timely manner, the result of the administrative hearing stands and the adjudication of the administrative penalty cannot be appealed.

EXHIBIT C

RATE SCHEDULE	
1. CCT RATE	\$1500.00
2. BLS RATE	\$550.00
3. Mileage (loaded)	\$31.00
4. Oxygen	\$138.00
5. Night Charge	\$151.00
6. Wait time every 15mins	\$40.00
7. BLS or CCT Code 3 transport	\$150.00

Annual Adjustments to Rate Schedule in this Exhibit

The rates set out above may be adjusted in an amount necessary to compensate PMT for increases in PMT's direct and indirect costs as measured by the consumer price index. The CPI adjustment may be made annually and such adjustment shall be effective as of the first day of July of each year. The comparison shall be made for each January 1. The first CPI adjustment may occur as of July 1, 2015, based on the change in the CPI from January 1, 2014 through December 31 2014. The CPI adjustment shall be determined by taking into account the percentage increase or decrease in the CPI for all urban consumers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year, including the housing component. The City Contract Administrator shall be responsible for reviewing rate increases up to and including 5.0%, and shall approve any such increase supported by adequate documentation by PMT regarding its calculation. City Council approval shall be required for rate increases over 5.0%.

Any CPI rate increase shall be confirmed, reviewed and approved in advance by the City Contract Administrator by April 15 of each year. PMT shall submit an application containing all information necessary to document the increase, including but not limited to present rates, broken down into components, the applicable CPI increases and the need for any increase.

In addition to, and not in lieu of, the annual CPI increase or decrease describe above, PMT may also be granted rate increases or decreases in an amount equal to PMT's extraordinary increase or decreases in its cost of operations. The City Contract Administrator shall determine the application process for such extraordinary cost increases or decreases. The City Contract Administrator shall be responsible for reviewing such extraordinary cost increases or decreases up to and including 5.0%, and shall approve any such increase supported by adequate documentation by PMT regarding its calculation. City Council approval shall be required for increases over 5.0%.

EXHIBIT D

INSURANCE

The combined automobile liability, bodily injury and property damage liability insurance aggregate maintained by PMT shall be not less than Five Million Dollars (\$5,000,000) in coverage for each occurrence;

Professional liability insurance shall be secured in an amount of not less than Five Million Dollars (\$5,000,000) in coverage for any injury or death arising out of any one incident; Workers' Compensation insurance for any and all of PMT's employees in accordance with the California Labor Code;

Except for the workers' compensation policy, said policies shall also name the City as an additional insured of PMT. All policies shall contain a provision requiring a thirty (30) day written notice to be given to the City prior to cancellation, modification, or reduction in limits;

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California with a policy holders rating of A or higher and a financial class of VII or higher, unless waived, in writing, by City's Risk Manager. In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have prior consent, in writing from the City's Risk Manager, which consent shall not be unreasonably withheld. If no written notice is received from City Risk Manager within ten (10) days of the acceptance of Agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

PMT shall cause its insurance carrier(s) to furnish City with either (1) properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by City's Risk Manager or the City Contact Administrator, provide original certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and City of Riverside, its Directors and Officers, elected officials, employees, agents or representatives are named as additional insured with respect to the acts or omissions of PMT under this Agreement and the obligations of PMT hereunder. PMT shall ensure that the City is listed as an additional insured/certificate holder on such policy of insurance.

Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to City prior to any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any such modification, expiration or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless City receives prior to such effective date another properly executed original certificate of insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. The original endorsements for such policy and the certificate of insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the parties hereto, and the insurance company(ies) that certificate(s) of insurance and policies shall so covenant and shall be construed as primary and City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.