

**GROUND AMBULANCE SERVICE PROVIDER AGREEMENT
BETWEEN FREMONT COUNTY, WYOMING
AND AIR MEDICAL RESOURCE GROUP, INC.**

THIS AGREEMENT is made and entered into by Fremont County, a body politic of the State of Wyoming (hereinafter the "County"), and Air Medical Resource Group, Inc., a company organized under the laws of the State of Utah (hereinafter "the Company").

WHEREAS, the County has oversight and managerial control of the Fremont County EMS system; and

WHEREAS, the primary goal of the County EMS system is to deliver prompt and appropriate patient care and patient satisfaction; and

WHEREAS, the County coordinates overall the EMS system and has determined that the best interests of the public would be served at present by contracting out its ground ambulance service; and

WHEREAS, the County has elected through a request for proposal process to contract with the Company to exclusively operate the County's ground ambulance services for the entire Fremont County region; and

WHEREAS, the County currently owns several assets which are exclusively dedicated to the ambulance service, including buildings, ambulances, and other equipment that are listed in the Addendum A to this agreement (hereinafter "the Assets"); and

WHEREAS, the Company has agreed to lease the Assets from the County and to exclusively operate the ground ambulance service for the County.

NOW THEREFORE, for and in consideration of the mutual agreements herein contained and other good and valuable consideration, the County and the Company agree as follows:

1. OBLIGATIONS OF THE COMPANY:

1.1 The Company agrees to operate the emergency ambulance ground services on behalf of Fremont County and to maintain or enhance current service levels, 24 hours a day 365 days a year at an ALS (Advanced Life Support) service level for the duration of this agreement in accordance with industry standards. The Company agrees to abide by federal and state statutes and regulations including, but not limited to, record keeping, patient confidentiality and patient rights and responsibilities. Company shall perform services without regard to race, color, creed, sex, national origin, age, or disability of client.

1.2 The Company shall employ sufficient staff including trained paramedics, EMTs (Emergency Medical Technicians) and AEMT's (Advanced Emergency Medical Technicians) to provide patient care and to operate vehicles and equipment. The Company shall provide such additional and replacement supplies and equipment as necessary. Company shall provide, repair, and replace such uniforms as it feels are necessary for its personnel. Medical personnel will obtain and maintain certification or licensing as

required by the State of Wyoming and comply with federal regulations and Wyoming laws relating to the operation of an ambulance service. Medical personnel will complete National Incident Management System (NIMS) training courses #100b, 200b, and 700a. Program managers and supervisors will complete National Incident Management System (NIMS) training courses #100b, 200b, 700a and 800a. The Company shall employ a Medical Director for the ground services herein to supervise the operation, as required by the State of Wyoming.

1.3 The company shall bill at the rates that are approved by the County and that are attached as Exhibit B to this agreement. Company anticipates annual increases of 3-5%. It is agreed that any rate increases over and above 5% annually must be approved by the County. The Company shall have the right to charge the user of its ambulance services the fee for services rendered and may collect from such users through Medicare, Medicaid, any other public or private insurance carrier, private pay, or third party payer. The Company shall keep full and complete accounting records of all charges billed to and collected from each of its patients or clients or from Medicare, Medicaid, private payer, or any other public or private insurance carrier or third party payer for at least three years.

1.4. The Company shall obtain and provide certain insurance coverage by insurers duly licensed and authorized to operate in the State of Wyoming. The Company shall provide the following insurance coverage:

- 1.4.1 Automobile comprehensive and liability, combined single limit, in the amount of \$1,000,000.
- 1.4.2 General liability in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate.
- 1.4.3 Medical professional liability claims made in the amount of \$1,000,000 per occurrence \$3,000,000 aggregate.
- 1.4.4 Worker's compensation & Unemployment Insurance in the amount of the statutory limits.
- 1.4.5 Excess liability coverage in the amount of \$2,000,000.
- 1.4.5 The Company shall have Fremont County named as additional insured per the insurance policy.
- 1.4.6 Complete copies of the Company's required insurance policy shall be made available for inspection by the County upon the request of the County. The Company shall maintain required insurance in full force and effect for the term of the agreement.

1.5 The Company shall maintain and update the current emergency ambulance agreements of Fremont County EMS in accordance with the rate levels attached. Company will provide documentation of contracts with the hospitals in Fremont County upon execution of this agreement.

1.6 The Company shall develop and implement a comprehensive quality improvement and training program for the ambulance service that includes continuing education courses for ambulance service personnel including volunteer personnel as required under the rules and regulations set forth by the Wyoming Department of Public Health.

1.7 The Company agrees to participate in the County disaster drill and to invite the participation of Public Health, hospitals, emergency management agencies, homeland security, law enforcement, first responders and emergency management volunteers. The Company shall also participate with the County, hold informational meetings to educate the public on emergency ambulance care and the services provided, and provide information relating to the 911 services and expected response times.

1.8 Company shall maintain the leased vehicles in compliance with all state and federal mandated safety and equipment regulations. Copies of all ambulance inspections and maintenance reports shall be maintained by the Company and made available to the County upon request.

1.9 The Company shall cover routine expenses to maintain the leased real estate premises, fixtures thereto, assets, ambulance vehicles and all equipment contained therein (items listed in Exhibit A) in good repair, condition and working order. County will be responsible for the payment of major expenses unless the damage was caused by the negligence of Company. Major expenses (defined as those exceeding \$2,500.00) shall be brought before the Board of County Commissioners for discussion regarding repair or replacement by the County. Repairs may be authorized only if the item is reasonably repairable.

1.10 The Company agrees to comply with protocols of patient care as set out in Exhibit C.

1.11 The Company agrees to purchase consumable and useable inventory items at the County's cost, as mentioned in Section 2.9 below.

1.12 Company shall be responsible for assuming or transferring all utility accounts into its name within one week after assuming control of the premises. Company shall be responsible for all utility costs from the date upon which it assumes control.

1.13 Any unused or unwanted assets shall be returned to the County including, but not limited to, computers, software, office supplies, etc.

2. DUTIES OF THE COUNTY

2.1 The County agrees to provide to Company exclusive access and control of all the Assets of the County listed in Exhibit A.

2.2 The County agrees to exclusively use the services of the Company for all ground ambulance transports made on behalf of the County, and as such the Company shall be the exclusive provider of ground ambulance services on behalf of the County. The County will dispatch Company first for all ground ambulance transports and gives Company the first right of refusal for all ground ambulance transports.

County agrees that it will not authorize any other ground ambulance company to operate on behalf of the Fremont County.

2.3 Unless otherwise provided in this agreement, the County shall maintain all insurance policies relating to the Assets. The County shall maintain insurance in full force and effect for the term of the agreement.

2.4 Ownership: The County shall hold title to the Assets during the term of this agreement unless ownership of the Assets are otherwise transferred to the Company by separate agreement or as provided herein.

2.5 County shall provide assistance, and cooperation appropriate to execute the terms of this Agreement.

2.6 For each year during the term of this agreement County shall purchase from Company a county-wide annual Guardian Plus Membership for its citizens at a cost of \$3 per person, based on the most recent County population estimate according to the United States Census Bureau for a first-year projected cost of \$122,109.

2.7 County shall process all claims with a date of service prior to the date upon which Company takes over duties as the provider for Fremont County ground ambulance services. County shall collect, accept and retain payment for such services.

2.8 County shall transfer any software licenses to Company at Company's request and with the permission of the licensing entity.

2.9 At least one week prior to the Company's assumption of its duties, County shall provide Company with a list of its consumable and useable inventory and supplies to be purchased by the Company at cost. An exact count of inventory to be purchased will be completed upon assumption of operations.

2.10 County shall cooperate with Company in transferring all utility accounts to the Company. At least two weeks prior to the commencement of Company's control of the premises, the County shall provide a list of all utility accounts to the Company, so that accounts may be closed or transferred, pursuant to Section 3.4, below.

3. LEASE OF ASSETS AND PREMISES BY THE COMPANY:

3.1 During the period of this contract, the Company will pay to the County, for the exclusive use of the Assets, \$250,000.00 per year, payable monthly in advance, with the first payment due on or before February 1, 2016, to be applied towards the first month of the lease term. Subject to Section 1.9 herein, the Company shall maintain the Assets of the County under their control per this agreement, in good repair, condition and working order and in accordance with industry standards.

3.2 Company accepts the County EMS premises in their current condition and agrees to properly use, operate and safeguard the premises and all fixtures within the premises, keep said premises in good condition, make no alterations or additions to the same without obtaining prior written approval of the County, commit no waste thereon, obey all laws, codes, rules, regulations, and ordinances affecting said premises, repay County the costs of all repairs made necessary by the negligent or careless use of said premises by the Company, and to surrender the premises at the termination hereof in like condition as when occupancy was taken, with reasonable wear and tear or damage by the elements excepted. Company also agrees to refrain from any activity which may cause contamination to the soil or water upon the premises.

3.3 After the Initial 5-year Term, the Company may exercise an option to purchase all or a portion of the assets shown in the Attached Exhibit A, at a then-fair-market value of those assets as determined by a third party appraiser acceptable to County and Company. It is agreed that 50% of the lease payments made to the County by Company during the initial term shall be credited toward the purchase of the Assets by Company if and when the company exercises its option to purchase County assets as set forth herein. Company shall give at least 90 days notice of its intent to purchase or to decline the option to purchase certain assets, prior to the expiration of the term of this agreement. If the initial 5-year term of this agreement is renewed for a 1-year term as described in Section 5.1 below, Company may exercise an option to purchase with at least 90 days notice, as described in this section.

3.4 If Company declines to exercise its option to purchase, all assets shall be returned to the County by midnight on the last day of the term of this agreement, in the same condition in which they were delivered to the Company, less ordinary wear and tear. Company agrees to cooperate with County in facilitating a smooth transition of ground ambulance services to the County or its authorized designee, with as little interruption in service as possible.

4. DISPATCH SERVICES BY COUNTY:

4.1 County agrees to maintain a 24-hour communication and 9-1-1 dispatch center, to dispatch all calls for the County ground ambulance services provided by Company.

4.2 Company agrees to compensate the County \$207,000.00 per year for the dispatch services provided by County, payable each month after the services have been rendered.

5. TERM.

5.1 This Agreement shall be in effect for an initial term of five (5) years from the commencement of this agreement on Feb. 1, 2016. However, this Agreement shall automatically renew for an additional twelve (12) month term on the anniversary date and annually thereafter, unless either party has provided the other party with written notice of termination at least ninety (90) calendar days prior to the last day of the Initial Term, or the Company has exercised its right to purchase as described in Section 3.3.

6. RIGHT TO TERMINATE AGREEMENT

6.1 TERMINATION FOR CAUSE. The County may only terminate this Agreement for any one or more of the following material breaches of the Agreement:

- 6.1.1 The Company has failed to satisfy the response time requirements for a period of two (2) consecutive months.
- 6.1.2 The Company has committed a material breach of the Agreement.
- 6.1.3 The written admission by the Company that it is bankrupt, or the filing by the Company of a voluntary petition as such under the Federal Bankruptcy Act, or the consent by the Company to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Company of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Company's property or business.

6.2 If the County has grounds for termination of the Agreement due to a material breach and elects to terminate the Agreement, the County shall give written notice to the Company of the basis for the claim within thirty (30) days after the County's actual discovery of the first act, omission, occurrence or event giving rise to the claim. If, within thirty (30) days following the delivery of the written notice to the Company, the Company acts reasonably to remedy the claimed material breach, the County shall not be permitted to terminate this Agreement on account of that claimed material breach. If, within thirty (30) days following the delivery of the written notice to the Company, the Company does not remedy the claimed material breach, but does submit a written plan and schedule to the County for remediation of the claimed material breach, and that plan is approved by written notice from the County to the Company (which approval will not be unreasonably withheld), the County shall not be permitted to terminate the Agreement on account of the claimed material breach; provided, however, that if the Company fails to perform in accordance with the approved written remedial plan, the County shall be entitled to subsequently assert such failure by the Company as an additional material breach. If, within thirty (30) days following delivery of the written notice, the Company refuses to act reasonably to remedy the County's claimed material breach and refuses to submit a written plan and schedule for remediation of the material breach and obtain approval of that plan by the County, then the County may, by written notice to the Company, terminate this Agreement. Nothing contained in this Agreement is meant to operate as or constitute a waiver or release of the Company's rights to dispute the existence of the basis of any termination or to protest any termination decision by the County.

6.3 After termination of the Agreement for cause, the County may exercise any one or more of the following remedies:

- 6.3.1 Take possession of the Assets in order to perform the Company's contractual obligation for a period of not less than ninety (90) days, and operate ambulance services as would otherwise be operated by the Company; the County would be

responsible for maintenance and insurance of Company's ambulances, equipment and/or supplies located in the County and used for EMS services in the County during this period;

6.3.2 Negotiate a contract with another Company to provide the services required under this Agreement;

6.4 RIGHT TO TERMINATE AGREEMENT – Company & County may terminate this agreement without cause at their sole discretion with 180 days written notice to the other. In the event Company or County terminates this agreement without cause prior to the completion of year three of the term herein the canceling party shall pay the other party a termination penalty of \$50,000.

7. RESPONSE TIME REPORTS AND DAMAGES

In each calendar month (commencing on the first day of operations and calculated from the first day of each month thereafter), not less than eighty percent (80%) of the Company's responses to emergency requests shall be performed in less than 20 minutes.

Failure of the Company to meet response time requirements will result in a penalty levied against the Company, as set out in this Section. A penalty letter shall be sent to the Company within thirty (30) days after County's receipt of the relevant response time report. The Company must pay the penalty at the time the company submits its lease payments.

Percentage of responses	Damages per monthly period
80% or greater	\$ 0.00
70.0% to 79.9%	\$1,000.00 per one (1) percent
60.0% to 69.9%	\$2,000.00 per one (1) percent
50.0% to 59.9%	\$3,000.00 per one (1) percent
49.9% or below	\$5,000.00 per one (1) percent

In the event that the Company fails to maintain an average response time above seventy percent (70%) in any two consecutive months, the County may provide to the Company a Notice to Cure the deficiency and permit the Company the thirty (30) day period to cure.

Company may not be penalized for longer response times during times of natural disaster, times when ambulance equipment and personnel are already in service, acts of God, or other similar unforeseeable events beyond the control of the Company.

8. GENERAL REPORTS TO THE COUNTY.

At a minimum, the Company shall provide quarterly written reports to the County. Such reports shall include ambulance run statistics including items such as: dates of runs, response times, customer satisfaction, condition of the assets listed in Attachment A, and any other information relevant to the performance of this contract.

9. INDEMNIFICATION

Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

10. GENERAL PROVISIONS:

10.1 Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the Ninth Judicial District, Fremont County, Wyoming. The parties intend and agree that the County does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it as a sovereign pursuant to W.S. §1-39-104(a) and all other state law.

10.2 Audit/Access to Records. The County and any of its representatives shall have access to any books, documents, papers, and records of the Company which are pertinent to this Contract.

10.3 Compliance with Law. The Company shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

10.4 Governmental Immunity. The County does not waive governmental immunity by entering into this Contract, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to W.S. §1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

10.5 Taxes. The Company shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to, property taxes, federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

10.6 Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall

operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

10.7 Assignment. This Agreement is not assignable unless otherwise agreed upon in writing by both parties.

10.8 Relationship of Parties. The relationship of the parties under this Agreement shall be that of independent contractors, and no party shall be construed to be an agent, partner, employee or joint venture of the others by reason of this Agreement. No party shall exercise control over the manner in which the other party performs their duties hereunder, except to assure compliance with this Agreement. None of the Parties nor their respective agents have any authority of any kind to bind any other Party or Parties in any respect whatsoever, and the relationship of the Parties is, and at all times shall continue to be, that of independent contractors.

10.9 Notices. Any notice required or permitted under this Agreement by either party shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested to the parties at their respective corporate addresses.

10.10 Use and Disclosure of Protected Health Information. Company (referred to in this Section as the "Business Associate") shall not use or disclose Protected Health Information ("PHI") and shall ensure that its directors, officers, employees, County and agents do not use or disclose PHI received from County (referred to in this Section as the "Covered Entity") in any manner that would constitute a violation of the HIPAA Privacy Regulations or the HIPAA Security Regulations 45 CFR §§ 160 and 164 (referred to in this Agreement as "HIPAA"). Covered Entity and the Business Associate agree that the Business Associate may only use or disclose PHI as follows (i) in the performance of its obligations under this Agreement; (ii) for the Business Associate's proper management and administration; or (iii) as legally required which shall specifically include but not be limited to the purposes of treatment, payment and healthcare operations as defined under HIPAA. Except for such use, the Business Associate agrees to hold all PHI strictly confidential. This Section is intended to comply with HIPAA. If there is any ambiguity in this Section, it will be resolved to permit compliance with HIPAA.

10.11 Force Majeure. Company shall be relieved from performance of this Agreement based on Force Majeure. "Force Majeure" means circumstances beyond the parties' reasonable control that prevents a party from performing its obligations under this Agreement, including, without limitation, any act of God, fire, natural disaster, accident (other than as a result of the negligence of the party seeking excuse), act of civil unrest, act of government, or any other cause reasonably beyond the reasonable control of such party. Company shall not be deemed to have breached, or to be in default of this Agreement, to the extent that the performance of its obligations or attempts to cure any breach or default are delayed or prevented by reason of Force Majeure.

10.12 Limitation of Liability. EACH PARTY HERETO EXPRESSLY DISCLAIMS AND SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY LIABILITIES OR OBLIGATIONS FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR LOST PROFITS (EXCEPT THOSE PERTAINING TO REVENUES UNDER THIS AGREEMENT), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT (INCLUDING THE BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT), TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH LOSS WAS FORESEEABLE OR THE OTHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OCCURRING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, THE SERVICES, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

10.13 Severability. If a provision of this Agreement is deemed prohibited by applicable law, such prohibition shall not invalidate the remaining provisions of this Agreement.

10.14 Cooperation. Each party hereto agrees to cooperate with the other party hereto to effect the transactions contemplated by this Agreement.

10.15 Integration, Interpretation, and Amendment. This Agreement embodies the entire agreement between the Parties relative to the subject matter hereof, and there are no oral or written agreements between the Parties, nor any representations made by any Party relative to the subject matter hereof, which are not expressly set forth herein. Headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement. This Agreement and the terms hereof may be amended, modified, waived, changed, canceled, discharged or terminated only by a written instrument executed by all Parties. No party shall be deemed or construed to be the sole or exclusive author of this Agreement.

10.16 Waiver. The failure of any party to enforce any provision or right of this Agreement shall not diminish or waive the right of any party to enforce such provision or right in the future.

10.17 Construction. This Agreement has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against any of the Parties.

10.18 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their duly authorized officers.

Agreed to this _____ day of _____, 2015.

Air Medical Resource Group, Inc.

By: _____
Joseph L. Hunt, President

Board of Commissioners of Fremont County

By: _____
Douglas L. Thompson, Chairman

ATTEST:

By: _____
Julie A. Freese, Fremont County Clerk

Exhibit A
List of Assets

Exhibit B
Approved Rates

APPROVED AMBULANCE RATES

TREAT AT SCENE NO TRANSPORT	\$500.00	
STAND BY	\$125.00	PER HR
ALS LEVEL 1 NON EMERGENT	\$1,200.00	
ALS LEVEL 1 EMERGENT	\$1,600.00	
ALS LEVEL 2	\$1,900.00	
BLS	\$800.00	
BLS EMERGENT	\$1,200.00	
SPECIALTY CARE TRANSPORT	\$2,500.00	AIR CREW ON BOARD WHEN BAD WEATH
MILEAGE	\$35.00	PER LOADED MILE

CURRENT AMBULANCE RATES

TREAT AT SCENE NO TRANSPORT	\$100-200	
STAND BY	\$95.00	PER HR
ALS LEVEL 1 NON EMERGENT	\$1,000.00	
ALS LEVEL 1 EMERGENT	\$1,500.00	
ALS LEVEL 2	\$1,800.00	
BLS	\$700.00	
BLS EMERGENT	\$900.00	
SPECIALTY CARE TRANSPORT	\$2,000.00	
MILEAGE	\$25.00	PER LOADED MILE

Exhibit C
Approved Protocols