

RESOLUTION

**AUTHORIZES "ACCESS AIR AMBULANCE, INC.," TO OPERATE
A ROTOR-WING AMBULANCE SERVICE WITHIN EUREKA COUNTY
ON AN EXCLUSIVE BASIS**

WHEREAS, many parts of Eureka County are rural and are not easily or quickly reached by ground ambulance service; and

WHEREAS, there exists for many patients a "golden hour" after an accident in which treatment should begin to achieve the greatest possible recovery; and

WHEREAS, it would promote general welfare of the inhabitants of and visitors to Eureka County to have a rotor-wing ambulance service to supplement the current ground ambulance service provided by the Eureka County volunteers; and

Whereas, Access Air Ambulance, Inc., an Idaho corporation, has offered to provide a rotor-wing ambulance service; and

WHEREAS, the Eureka County Board of Commissioners may displace competition in the area of ambulance services, pursuant N.R.S. 244.187 and N.R.S. 244.188, to provide for adequate, economical and efficient service;

NOW THEREFORE BE IT SOLVED, THAT THE Eureka County Commissioners does hereby grant to

Access Air Ambulance, Inc., the extent allowed by N.R.S. 244.187 and N.R.S. 244.188, the right to Provide emergency rotor-wing ambulance service on an exclusive basis within Eureka County except for those border areas which may more quickly served by another rotor-wing ambulance service.

BE IT FURTHER RESOLVED that Access Air Ambulance, Inc., shall provide a rotor-wing ambulance service; and

BE IT FURTHER RESOLVED that Access Air Ambulance, Inc., shall conduct this rotor-wing Ambulance service in compliance with the criteria set forth in the agreement marked as Exhibit A to this resolution; and

BE IT FURTHER RESOLVED that Exhibit A will from time to time be amended, and

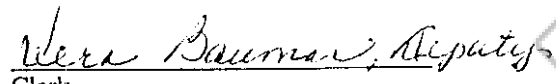
BE IT FURTHER RESOLVED this exclusive franchise shall be for a term of five (5) years.

Adopted this 1 day of ~~April~~, 2002.

May

Chairman of the Board
Eureka County Commission

Attest:


Clerk

Agreement Granting Exclusive Franchise for Rotor-wing Ambulance Service to Access Air Ambulance, Inc.

1. A schedule setting forth all rates and charges. Access Air Ambulance, Inc., shall abide by the requirement Nevada Revised Statutes 450B.235 (schedule of rates to be filed with health authority). Access Air Ambulance, Inc., shall also make accessible to the Eureka County Clerk's Office all licenses, certificates and certificates of liability and malpractice insurance necessary for operation of a rotor-wing ambulance service.
2. Access Air Ambulance, Inc., shall comply with all Nevada state laws and local ordinances.
3. Access Air Ambulance, Inc., shall attain all necessary permits, licenses, and certifications from the federal, state, and local governments necessary to operate a rotor-wing ambulance service. This shall include, but not limited to, any requirement necessary for the rotor-wing aircraft itself and the personnel required to operate the service. This includes, but is not limited to, Nevada Revised Statutes Chapter 450B and Nevada Administrative Code Chapter 450B.
4. The exclusive franchise is granted for a term of five (5) years. Access Air Ambulance, Inc., may apply renewal 60 days before the expiration of the term. Eureka County may renew the franchise on the same or other such conditions as it determines necessary if Access Air Ambulance, Inc., has provided satisfactory service and has met the requirements of the franchise agreement. This franchise may be terminated at any time by Access Air Ambulance, Inc. upon 90 days written notice to Eureka County. This franchise is automatically and immediately terminated if Access Air Ambulance, Inc. cannot provide service for any reason for more than 30 consecutive days. Eureka County may terminate this franchise if Access Air Ambulance, Inc. breaches any condition of this agreement or is unable to meet federal, state, or local licensing and certification requirements, or if Access Air Ambulance, Inc. is unable to obtain liability or malpractice insurance, or if Access Air Ambulance, Inc. is found to have been grossly negligent.

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5. Access Air Ambulance, Inc. shall hold and save harmless Eureka County from

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any loss, damage and liability resulting from any act, failure to act, or omission on the part of Access Air Ambulance, Inc. in carrying out the provisions of this agreement. Access Air Ambulance, Inc. further agrees, without expense to Eureka County, to save Eureka County harmless from and defend Eureka County, at Eureka County's cost, against all losses, liabilities, expenses, and other detriments of every nature and description to which Eureka County may be subjected as a result of any claim, demand, action or cause of action which may be had or made against Eureka County as a result of any negligent act or omission on the part of Access Air Ambulance, Inc.

6. It is expressly agreed and understood that Access Air Ambulance, Inc. is not an agent, servant or otherwise employed by Eureka County. Nothing in this agreement nor the accompanying resolution shall be construed as incurring for Eureka County any liability or any other payment not specifically set forth in this agreement that would be required if Access Air Ambulance, Inc. were an agent, servant or otherwise employee of Eureka County.

7. Access Air Ambulance, Inc. shall not assign, sublet or transfer its interest in this exclusive franchise without the express written consent of Eureka County.

8. Eureka County understands that Access Air Ambulance, Inc. may not always be able to respond because of weather conditions or prior calls.

9. Granting of this exclusive right to operate a rotor-wing ambulance service does not carry any obligation on the part of Eureka County or any of the unincorporated towns within Eureka County to provide Access Air Ambulance, Inc. with any type of monetary subsidy. Access Air Ambulance, Inc. is solely responsible for its own costs. Eureka County makes no warranties, guarantees or promises as to the amount of business that Access Air Ambulance, Inc. will receive as a result of this exclusive right.

10. In the event that Access Air Ambulance, Inc. enters into service agreements with any other political entity inside Eureka County, such service agreements shall be negotiated in such a way that the new service agreement will not significantly negatively impact the provision of service to Eureka County.

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11. Access Air ambulance, Inc. shall operate through the Eureka County Sheriff's

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Office Dispatch. Access Air Ambulance, Inc. shall also maintain radio contact with a Nevada licensed base hospital pursuant to the provisions of Nevada Revised Statutes and Nevada Administrative Code.

12. Eureka County Sheriff's Office Dispatch will utilize a protocol to determine whether or not to dispatch the on-wing ambulance or request it be placed on standby. The protocol will involve both how fast a ground ambulance can respond and from what medical problems the patient is suffering. The protocol will set forth who can release Access Air Ambulance, Inc. to a higher priority call. Access Air Ambulance, Inc. will work with the Eureka County Ambulance Service, Eureka County Sheriff's Office Dispatch, the local clinic personnel, law enforcement officials and fire fighting agencies to develop the appropriate protocols in accordance with the Nevada Revised Statutes and the Nevada Administrative Code.

13. Access Air Ambulance, Inc., or its subcontractor, shall do all billing of patients and third party payers for its services.

14. Access Air Ambulance, Inc., with the cooperation of local law enforcement and the Eureka County ambulance service, shall offer training classes pursuant to NAC 450B.566.

15. Access Air Ambulance, Inc. shall designate a Nevada licensed physician in active practice in Eureka County as its medical liaison, pursuant to Nevada Revised Statutes and Nevada Administrative Code. The medical liaison shall attend meetings of the local clinics, and assist in protocol as described in paragraph 12.

16. Access Air Ambulance, Inc. shall provide a dispute resolution procedure for customer complaints. The procedure shall be filed with the Eureka County Clerk's Office and with the Eureka County Ambulance Service. Access Air Ambulance, Inc. shall submit a quarterly report, if there are complaints within Eureka County during that quarter, on the types and numbers of complaints received and how the complaints were resolved.

17. This agreement and the rights and the obligations of Access Air Ambulance, Inc. and Eureka County here shall be governed by, and construed according to the law of the State of Nevada.

18. This shall be in the Seventh Judicial District Court of the State of Nevada.

19. If provision of this agreement is held to be unenforceable by a court this agreement shall be construed if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provisions of this agreement unenforceable.

This agreement made and entered into this 1ST day of May, 2002.

Eureka Cor

Isidoro P. Goussos
Chairman of Board

Attest:

Vera Bannan
Clerk

Access Airbalance, Inc.

BY: *[Signature]*

Title: *VP*

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County
02 MAY 24 AM 11:28

CLERK OF COUNTY OF CALIFORNIA
V.H. REDALCATI, RECORDER
FILE NO. FEES *No Fee*

178130

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