

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 22 September 2010

SUBJECT: Ambulance Franchise renewal

ATTACHMENTS: Mission Hospital Franchise

SUMMARY OF REQUEST:

Pursuant to Chapter 87 of the Henderson County Code, Henderson County has granted ambulance service franchise to the following:

- Mission Hospital

First (of two) approvals of this franchise grants was made 18 August 2010. This is for final approval for this five-year grant. Staff recommends renewal of all this franchise. This was inadvertently left off of the last agenda.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the renewal of the franchise.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the renewal of this existing ambulance franchise, and authorize the Chairman and staff to prepare and execute documentation of the same.

GRANT OF FRANCHISE TO MISSION HEALTH, INC., GRANTEE, TO OPERATE A INTER-FACILITY SPECIALTY CARE TRANSPORT SERVICE, AIR AMBULANCE SERVICE AND MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual–Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual–Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, MISSION HEALTH INC., d/b/a/Regional Transport Service (RTS) and Air Medical, hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate an Inter-facility Specialty Care Transport Service, Air Ambulance Transport Service and Mutual–Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.

SECTION 3. OPERATION OF THE INTER-FACILITY SPECIALTY CARE TRANSPORT SERVICES, AIR AMBULANCE TRANSPORT SERVICES AND MUTUAL-AID EMERGENCY



TRANSPORT SERVICES:

Grantee agrees to operate an Inter-facility Specialty Care Transport Service, Air Ambulance Transport Service and Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:

3.1 Location. The base of operation of the Air Ambulance Transport Service shall be located in the facility already approved as stated below, located at 509 Biltmore Ave., Asheville, North Carolina 28801. The Inter-facility Specialty Care Transport Service and Mutual-Aid Emergency Transport Service ambulances shall operate from Sweeten Creek Base, 1180-A Sweeten Creek Road, Asheville, NC. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is a Non-Profit corporation, governed by a Board of Directors. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

Officers of the Grantee are as follows:

Chairman	George D. Renfro
Vice Chairman	Janice W. Brumit
Secretary	Anna S. Shivers
Treasurer	James H. Miller

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS



Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.

3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Mission Regional Communications	828-213-0900 or 800-962-4354
Air Medical Base – Mission	828-212-0910
RTS Sweeten Creek Base	828-277-3761

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized



by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.

3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.

3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.

3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section 3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/ Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of



Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.

3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.

3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any



person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.

3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.

3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.

SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective



date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____day of _____, 20_____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the MISSION HEALTH, INC., does hereby accept and approve the foregoing and attached Grant of Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by the Henderson County Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

MISSION HEALTH, INC..

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to Mission Health, Inc. a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

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STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



Attachment 1 -- Staff

Air Medical

June 2010

LAST FIRST POSITION

Adult/Pediatric Team

Barlow II	Roy	Paramedic
Coleman	Benny	Paramedic
Hinshaw	Sharon	Paramedic
Jamison	Darryl	Paramedic
Krickhan	Brian	Paramedic
McDonald	Renee	Paramedic
Peterson	John	Paramedic
Pressley Jr.	James	Paramedic
Reese	Joshua	Paramedic
Silver	Elizebeth	Paramedic
Teague	James	Paramedic
Underwood	Carrie	Paramedic
Carter	Charlie	RN
DeWitt	Douglas	RN
Greck	Cecil	RN
Grindstaff Jr.	John	RN
Hancock	Lois	RN
Howell	Thomas	RN
Key	Shawwna	RN
Miller	Gary	RN
Parris Jr.	Charles	RN
Sawyer	Barbara	RN
Sherman	John	RN
Starks	Melody	RN

Neonatal Team

Allen	Dorothy	RN
Ballard	Charleen	RN
Estes	Carey	RN
Fagnant	Lianne	RN
Houck	Jessica	RN
Kirkland	Lauren	RN
Wells	Gina	RN
Wilkinson	Jenny	RN
Wright	Darlene	RN
Edgington	Tina	Resp
Hess	Ronald	Resp
Kirkland	Brian	Resp
Prieur	Barbara	Resp
Thompson	Michelle	Resp
Trimby	Gary	Resp
Turner	Dan	Resp
Underwood	Brandy	Resp
Wilkinson	Bob	Resp

Name	Credential	NCOEMS Credential Expiration Date (mm/yy)
1. Anderson, Chris	CCEMT-P	03/14
2. Appleton, Rachel	EMT-I	06/13
3. Bennett, Tony	EMT-I	08/10
4. Bennie, Paul	EMT	04/10
5. Blackwell, Amanda	CCEMT-P	12/12
6. Blankenship, Charles	CCEMT-P	03/13
7. Boland, Patrick	EMT	04/11
8. Bradford, Kevin	EMT-P	07/13
9. Brannon, Mike	EMT	04/11
10. Brown, Nathan	CCEMT-P	11/11
11. Carver, Julie	EMT-P	06/14
12. Caughorn, Carl	EMT	04/11
13. Clark, Jason	CCEMT-P	03/14
14. Cochran, Mike	CCEMT-P	06/13
15. Cook, Derek	EMT	03/14
16. Cooper, Dustin	EMT	12/12
17. Davenport, Diana	CCEMT-P	06/12
18. Davila, Ed	EMT	06/14
19. Davis, Randy	EMT	12/12
20. Denning, Carl	EMT	01/13
21. Dixon, Brion	CCEMT-P	04/13
22. Dopler, Jason	EMT-P	07/13
23. Durall, Tony	CCEMT-P	06/13
24. Dyer, Roger	EMT-I	03/14
25. Fox, Steve	EMT	12/10
26. Fugate, Randy	CCEMT-P	12/13
27. Galloway, Dean	EMT-P	04/30
28. George, Matt	EMT	03/14
29. Giberga, Luis	CCEMT-P	01/11
30. Gillette, Joel	CCEMT-P	12/11
31. Green, Anthony	EMT-P	01/12
32. Greene, Cameron	EMT-P	01/14
33. Gregg, Kevin	EMT	03/13
34. Griffith, Scott	EMT-I	03/13
35. Hampton, Brandon	CCEMT-P	06/14
36. Harris, Tim	EMT-P	06/13
37. Harvin, Peter	EMT	03/14
38. Honish, Kristin	EMT	12/12
39. Hopkins, Ken	CCEMT-P	12/13
40. Howard, Angie	EMT-I	01/11
41. Jordan, Jeff	EMT	12/10
42. Kats, George	CCEMT-P	11/12
43. Kiernan, John	EMT-P	12/12
44. Knighton, Jeremy	EMT	10/12
45. Knowles, John	EMT-I	03/13

46. Lee, Tou	EMT-P	06/11
47. Mason, Corey	EMT-P	01/14
48. May, Diana	EMT-I	09/13
49. May, Josh	CCEMT-P	04/11
50. McCarson, Gene	CCEMT-P	05/12
51. McCoy, Mike	EMT-I	06/13
52. McFarland, Mike	EMT-I	06/13
53. McKee, Brad	EMT	06/13
54. Merl, Keiko	EMT	10/12
55. Messer, Anthony	CCEMT-P	01/14
56. Miller, Jim	CCEMT-P	12/12
57. Mills, Mike	CCEMT-P	04/11
58. Monroe, Paul	EMT	11/12
59. Moore, Brandy	EMT-I	09/12
60. Mulvey, Mike	CCEMT-P	05/12
61. Munsey, Brandon	EMT-I	12/13
62. Murray, Nathan	CCEMT-P	05/10
63. Norman, Kathy	EMT	06/11
64. Pace, Terry	EMT-I	11/11
65. Phillips, Butch	EMT-I	12/13
66. Pickelsimer, Mitch	CCEMT-P	12/11
67. Prestwood, Ronald	EMT	01/14
68. Prichard, Scott	CCEMT-P	09/13
69. Raebel, Clayton	CCEMT-P	03/13
70. Rhinehart, Steven	EMT	12/11
71. Rhodes, Tom	CCEMT-P	10/10
72. Ricker, Sherri	EMT-P	01/14
73. Roberts, Ricky	EMT	12/12
74. Rose, Jim	EMT	12/10
75. Runyans, Debbie	CCEMT-P	01/13
76. Schreiner, Jay	CCEMT-P	06/12
77. Sherman, Scotty	EMT	06/12
78. Sprouse, Bryan	CCEMT-P	05/13
79. Stafford, Steve	CCEMT-P	06/12
80. Stills, Brent	EMT	12/13
81. Thomas, Anthony	EMT (P)	04/14
82. Trantham, Dana	EMT	06/12
83. Wagner, Maria	EMT-P	05/13
84. Ward, Thomas	EMT-P	12/13
85. Watson, Clay	EMT	06/11
86. Williams, Kevin	EMT-P	08/12
87. Wood, Zach	CCEMT-P	03/14
88. Wright, Wendy	CCEMT-P	09/13
89. Wyatt, Lynn	CCEMT-P	05/12
90. Young, Jodi	EMT-P	03/11

Mission Emergency Vehicles/Trailers

Unit	Year	In Service	Make	Model	Type	Fuel	MFR	Serial #	Tag #
Air Medical – 02257									
Staff – Franklin	1997		Ford	Exped	4WD	G	Ford	1FMEU18W0VLC13427	20425-S
Regional Transport Services – 02929									
1010	2009	2/11/10	Dodge	4500	I 4WD	D	McCoy Miller	3D6WD66L39G561010	ZPF-1991
8927	2008	12/09	Dodge	Sprinter 2500	2WD-WC	D	Dodge	WD0PE745685338927	ZPE-8416
4483	2008	1/2008	Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47R28EB24483	AF-5884
7734	2008	6/19/08	Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47R48EC87734	XXT-7166
7733	2008	6/19/08	Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47R28EC87733	XXT-7168
7732	2008	6/16/08	Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47R08EC87732	XXT-7164
7731	2008	6/16/08	Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47R98EC87731	XXT-7163
5845	2008		Chev	Express 3500	II 4WD	G	McCoy Miller	1GCHG39K381195845	AF-6720
9715	2007		Sterling	Actera	I	D	McCoy Miller	2FZACFDK47AY29715	AF-5632
9035	2005		Ford	F-450	I 4WD	D	McCoy Miller	1FDXF47P35EA69035	TNM-6576
7508	2005		Sterling	Actera	I	D	McCoy Miller	2FZACFDK45AV07508	TRW-9460
DECON 1	2005		Trailer-23 FT	MDT-223	13,000	D	Advanced Trailer Mfg	1A9VFLT2X51247786	BM-89435
5213	2004		Sterling	Actera	I	D	McCoy Miller	2FZACFT24AN15213	BC-4644
Staff	2004		Ford	F-350	4WD	G	Ford	1FTSW31S74ED89981	BS-2864
9237	2002		Ford	E-350	4WD-WC	D	Lift Aids Houston	1FBSS31F42HA39237	PTK-3139
3980	2002		Ford	E-350	II 4WD	D	Wheeled Coach	1FDSS34FX2HA33980	PZN-1826
5492	2001		Ford	E-350	II 4WD	D	Wheeled Coach	1FDSS34F91HB505492	35352-S
Madison EMS – 02925									
1009	2009	2/12/10	Dodge	4500	I 4WD	D	McCoy Miller	1D6WD66L79G561009	ZPF-1988
8312	2009		Dodge	4500	I 4WD	D	McCoy Miller	1D6WD66L49G558312	ZPF-1989
9572	2008	9/5/08	Ford	F-350	I 4WD	D	McCoy Miller/SSV	1FDWF37R18EC99572	YNT-6302
Mgr	2006		Chev	2500 HD	4WD	D	Chevrolet	1GCF1K2D06F205718	BR7788
5473	2006		Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34D96E245473	BC-4564
Mitchell EMS – 02926									
Mgr	2009	7/2009	Chev	2500 HD	4WD	D	Chevrolet	1GCHK53649F140203	CP-9233
1011	2009		Dodge	4500	I 4WD	D	McCoy Miller	1D6WD66L59G561011	ZPF-1990
0714	2008	7/14/08	Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34628E180714	XXT-7167
4049	2006		Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34D26E244049	BC-4565
5138	2004		Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34104E205138	STX-7884
Yancey EMS – 02927									
8313	2009		Dodge	4500	I 4WD	D	McCoy Miller	1D6WD66L69G558313	ZPF-1987
8311	2009	1/27/10	Dodge	4500	I 4WD	D	McCoy Miller	1D6WD66L29G558311	ZPF-1950
0786	2008	7/18/08	Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34658E180786	XXT-7165
Mgr	2007		Chev	2500 HD	4WD	D	Chevrolet	1GCHK23D67F169227	AF-5782
3299	2006		Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34D96E243299	BC-4566
5514	2005		Chev	K3500	I 4WD	D	McCoy Miller	1GBJK34235E285514	BC-4560
Trauma Services – 2258									
SMAT II Command	2009	9/2/08	Trailer-24 FT	824AB		None	Hone Steader	5HABE24249N000461	BW-12976
8949	2008	2/27/09	Ford	F-350	4WD	D	Ford	1FDWW37R88EB58949	CN-4028
5039	2008	2/27/09	Ford	F-350	4WD	D	Ford	1FDWW37R38EC15039	CN-4027
7871	2008	3/15/08	Ford	F-450	4WD	D	Ford	1FDXW47R78ED27871	BX-9294
SMAT II Support	2007		Trailer-16 FT	612CT	7,000 GVWR	None	Hone Steader	5HABE16287N007255	AZ-27235
1242	2007	8/2008	Volvo	VNL64T630	77,331 GVWR	D	Volvo Truck	4V4NC9KJ27N461242	LZ-5150
Mobile Hospital	2006		Trailer-53 FT	7411TP-SA	68,000 GVWR	D	Great Dane/Western Shelter	1GRAA06216T532672	88181-S
SMAT II	2004		Trailer-36 FT	SC8532TTA3	15,000 GVWR	D	Kaufman	4FPWB32374G088291	AY-74511
SMAT II DECON	2003		Trailer-20 FT	G820T2-102	7,000 GVWR	None	Haulmark	16HGB20273P031612	68753-S

Attachment 2 -- Equipment

AVIATION CERTIFICATE OF INSURANCE

CERTIFICATE DATE: July 31, 2009

CERTIFICATE NUMBER: AC # 391900

CERTIFICATE HOLDER:

Mission Hospital System, Inc.
509 Biltmore Avenue
Asheville, NC 28801

POLICYHOLDER:

Air Methods Corporation
Mercy Air Service, Inc., LifeNet, Inc., dba ARCH Air
Medical Services, Inc., Rocky Mountain Holdings, LLC,
FSS Airholdings, Inc., CJ Systems Aviation Group, Inc.
and/or any associated, subsidiary, affiliated, managed, owned
or controlled companies or entities thereof.

This is to certify that the following policies, subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the companies indicated below, each for their own part and not one for the another, are providing the following insurance. In addition the undersigned has been authorized by the Insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort under the below policies as an insurer as a result of this certificate.

AIRCRAFT PHYSICAL DAMAGE & AIRCRAFT LIABILITY INSURANCE PROGRAM

Insurance Companies:

Policy Numbers:

Through one of the several participating companies of the United States Aircraft Insurance Group	SIHL 1-436M
National Union Fire Insurance Company of Pittsburgh, PA through AIG Aviation, Inc.	FQ 1851188-07
Allianz Global Risk US Insurance Company through Allianz Aviation Managers, LLC	A2GA000137609AM
Through one or more member companies of Global Aerospace, Inc.	SP 215354
Federal Insurance Company through Starr Aviation Agency, Inc.	9957-0272-03
Certain Underwriters at Lloyds and various Insurance companies through Marsh Limited.	AW047809 & AW048909

SEVERAL LIABILITY NOTICE: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Policy Period: July 1, 2009 - July 1, 2010 at 12:01 a.m.

Coverage:

Aircraft Hull - All Risk Ground & Flight Including War Risks	Physical Damage Limit As stated and agreed per a monthly report submitted to the insurers
Aircraft Liability	\$50,000,000 Combined Single Limit Any One Occurrence
War Liability Risks	\$50,000,000 Any One Occurrence and in the Annual Aggregate
Medical Payments	\$50,000 Each Person

This Certificate of Insurance is issued as a summary of the insurances under the policies noted above and confers no rights upon the Certificate Holder(s) as regards the insurances other than those provided by the policies. This Certificate of Insurance does not alter, extend or amend any of the declarations, terms, conditions, limitations, deductibles, warranties or exclusions of the policies.

ADDITIONAL AGREEMENTS:

The Who's Covered section of Your Liability Coverage shall include *Mission Hospital System, Inc.*, but only when the aircraft is being operated by or for the Named Insured.

No coverage is provided the additional insured with respect to claims arising out of their legal liability as manufacturers, repairers, suppliers or servicing agents and shall not operate to prejudice the Insurance Company's rights of recourse against the additional insured as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this agreement not been effected under this certificate.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

AIRSURE
LIMITED

A Van Gilder Company

5700 Granite Parkway, Suite 550 - Plano, TX 75024-6647
Tel: 972/980-0800 Fax: 214/705-6262



Authorized Signature

May 26, 2010

Willis Of North Carolina-Cary
Debbie McDuffie
4000 Centre Green Way #250
Cary, NC 27513**INSURANCE BINDER**

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

INSURER: Empire Fire & Marine Insurance Company
A.M. Best Rating: A

☒ ADMITTED ☐ NON-ADMITTED

INSURED: Mission Health System Inc etal
345 Biltmore Avenue
Asheville, NC 28801

POLICY NO.: CL317485,
Reference #: 806373

COVERAGE: KC Commercial Auto - Hospital Fleet

POLICY PERIOD: 6/1/2010 TO 6/1/2011
12:01 A.M. STANDARD TIME AT THE LOCATION
ADDRESS OF THE NAMED INSURED.

TERM: 365 Days

LIMITS OF LIABILITY: COMMERCIAL AUTOMOBILE LIABILITY COVERAGE
\$5,000,000 CSL BI & PD (Symbol 7)
\$85,000 Uninsured/Underinsured Motorist
\$1,000 Medical Payments

DEDUCTIBLE: AUTOMOBILE PHYSICAL DAMAGE COVERAGE
\$1,000 Comprehensive Deductible
\$1,000 Collision Deductible

	<u>Coverage</u>	<u>Premium</u>	<u>Commission</u>
<u>PREMIUM:</u>	Auto Liability	\$100,029.00	0
	Auto Physical Damage	\$17,571.00	0

PREMIUM SUBTOTAL : \$117,600.00

TERRORISM PREMIUM: Rejected by Insured

FEE(S): Driver Training Fee \$300.00

TOTAL: \$117,900.00 SUBJECT TO INFORMATION REQUIRED TO BIND

WE ARE PLEASED TO ANNOUNCE THE NEW STATE OF THE ART COMPUTER-BASED SAFETY TRAINING FOR CLIENT EMPLOYEES CALLED "ARRIVE ALIVE, DO NO HARM"! THE PROGRAM IS AN EXCELLENT AND EFFECTIVE WAY TO TRAIN MEDICAL TRANSPORTATION PERSONNEL. SEE ATTACHED LETTER FOR ADDITIONAL INFORMATION. PLEASE NOTE: ALL PERSONNEL ARE REQUIRED TO COMPLETE THE TRAINING PROGRAM WITHIN 90 DAYS OF THE EFFECTIVE DATE OF THIS COVERAGE. THERE IS A \$300 FEE, INCLUDED ABOVE, PER ACCOUNT FOR THE "ARRIVE ALIVE, DO NO HARM" TRAINING PROGRAM.

EXPOSURES: 33 Vehicles

TERMS / CONDITIONS:

(a) ENDORSEMENTS / NOTABLE EXCLUSIONS:

*Our markets do not offer Employee Benefits Liability. Please advise the applicant that EBL coverage is not included in our package.

*Our markets do not offer Employment Related Practices Liability. Please advise the applicant that EPL coverage is not included in our package.

(b) ATTACHMENTS / SUBJECT TO:

PAYMENT TERMS TO BIND:

Option 1 - Your agency check received in our office for the full annual premium on or before the effective date of coverage.

Option 2 - THOMCO will arrange the premium financing. We will need your agency check in our office on or before the effective date of coverage for the 25% downpayment. Nine (9) monthly installments will apply. Fax or call for terms.

Option 3 - Your agency provides the premium financing. Under this option, we require your agency check in our office on or before the effective date of coverage for the 25% downpayment. The balance must be received in our office within 15 days of the effective date of coverage.

(c) ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

COMMISSION: 0%

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

Gretchen Eighme, Rater / Technical

INSURED: Mission Health System Inc etal
DATE ISSUED: May 26, 2010

Attachment 3 -- Fee Schedule

CDM #	Dept	Description	UB Revenue Code	Bill Code 1 Default	Charge Amount	Effective Date	Charge Ind	ICC	Bill Code 3 Medicaid
29290002	2929	ALS LEVEL 1	0540	A0426	400	7/1/2002	2	034	A0326
00488692	2929	ALS LEVEL 1 EMERGENCY-911 RESP	0540	A0427	400	7/1/2002	2	034	A0330
29290012	2929	ALS LEVEL 2	0540	A0433	500	7/1/2002	2	034	A0330
29290001	2929	BLS EMERGENCY-911 (ALS TRUCK)	0540	Q3019	400	7/1/2002	2	034	A0322
00528968	2929	BLS NON-EMERGENCY (ALS TRUCK)	0540	Q3020	400	7/1/2002	2	034	A0324
00547638	2929	BLS NON-EMERGENCY (BLS TRUCK)	0540	A0428	400	7/1/2002	2	034	A0320
00536276	2929	CAMPUS TRANSPORT	0540			11/28/2000	0	034	
29290018	2929	DBL ALS LEVEL 1	0540	A0426	300	7/1/2002	2	034	A0326
29290004	2929	DBL ALS LEVEL 1 EMERGENCY-911	0540	A0427	300	7/1/2002	2	034	A0330
29290016	2929	DBL ALS LEVEL 2	0540	A0433	375	7/1/2002	2	034	A0330
29290003	2929	DBL BLS (ALS TRUCK)	0540	Q3020	300	7/1/2002	2	034	A0324
29290015	2929	DBL BLS (BLS TRUCK)	0540	A0428	300	7/1/2002	2	034	A0320
29290017	2929	DBL BLS EMERGENCY-911 (ALS TRU	0540	Q3019	300	7/1/2002	2	034	A0322
29290014	2929	DBL SPECIALTY CARE TRANSPORT	0540	A0434	525	7/1/2002	2	034	A0330
29290010	2929	MILEAGE-ALS EMERGENCY	0540	A0425	8.5	7/1/2002	2	034	A0390
29290007	2929	MILEAGE-ALS NON EMERGENCY	0540	A0425	8.5	7/1/2002	2	034	A0090
29290011	2929	MILEAGE-BLS EMERGENCY	0540	A0425	8.5	7/1/2002	2	034	A0380
29290008	2929	MILEAGE-BLS NON EMERGENCY	0540	A0425	8.5	7/1/2002	2	034	A0090
29290006	2929	MILEAGE-DBL ALS	0540	A0425	4.25	7/1/2002	2	034	A0380
29290005	2929	MILEAGE-DBL BLS	0540	A0425	4.25	7/1/2002	2	014	A0090
29290013	2929	SPECIALTY CARE TRANSPORT	0540	A0434	700	7/1/2002	2	034	A0330

CDM #	Dept	Description	UB Revenue Code	Bill Code 1 Default	Charge Amount	Effective Date	Charge Ind	ICC	Bill Code 3 Medicaid
00445619	2257	BASE FEE - ROTARY WING	0545	A0431	4840	10/1/2002	2	016	
00537795	2257	FIXED WING TRANSPORT	0545			10/1/2002	0	002	
00225702	2257	MAMA BASE FEE 1 OF 2 PATIENTS	0545	A0431	2420	10/1/2002	2	016	
00225701	2257	MAMA MILEAGE 1 OF 2 PATIENTS	0545	A0436	25.5	10/1/2002	2	016	
00445627	2257	MILEAGE (LOADED)	0545	A0436	49.5	10/1/2002	2	016	
22570001	2257	MUTUAL AID RURAL BASE RATE	0545	A0431	4036.44	6/1/2002	2	016	

22570003	2257	MUTUAL AID RURAL MILEAGE	0545	A0436	26.27	6/1/2002	2	016	
22570000	2257	MUTUAL AID URBAN BASE RATE	0545	A0431	2690.96	6/1/2002	2	016	
22570002	2257	MUTUAL AID URBAN MILEAGE	0545	A0436	17.51	6/1/2002	2	016	
00595504	2257	NEONATAL ALS MILEAGE (LOADED)	0545	A0436	49.5	10/1/2002	2	016	
00595587	2257	NEONATAL TRANSPORT BASE	0545	A0431	4840	10/1/2002	2	016	