

CONTRACT

THIS Contract is made and entered into as of the 25th day of September, 2013, by and between EMERGENCY MEDICAL SERVICES AUTHORITY, an Oklahoma public trust ("EMSA"), and American Medical Response Ambulance Service, Inc. ("AMRAS"), an indirect subsidiary of Envision Healthcare Corporation, f/k/a Emergency Medical Services Corporation. AMRAS is authorized to do business in the State of Oklahoma.

WITNESSETH:

WHEREAS, EMSA has competitively solicited proposals for the furnishing of emergency and non-emergency ambulance services;

WHEREAS, the proposal submitted by AMRAS was determined to be the lowest and best proposal; and

WHEREAS, EMSA awarded the contract for such services to AMRAS at a meeting of the Board of Trustees of EMSA on July 24, 2013.

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the following mutual promises and covenants, the parties hereto mutually agree as follows:

1. AMRAS hereby agrees to furnish all labor, materials, supplies and management services necessary for the proper performance of emergency and non-emergency ambulance services described within the EMSA Request for Proposal attached hereto (the "RFP"), all of which shall be in accordance with the RFP; the Ambulance Service Proposal submitted by AMRAS to EMSA in response to the RFP (the "Proposal"), City of Tulsa Ordinance No. 19167, as adopted on December 18, 1997, and City of Oklahoma City Ordinance No. 20,997, adopted on February 17, 1998; applicable federal, state and local laws, rules, codes, regulations and standards; and applicable protocols and interlocal agreements, as any of the foregoing may be from time to time supplemented or amended (the "Contract Documents"); and AMRAS hereby agrees to strictly and completely perform and carry out each and every provision, condition, detail, term and obligation contained in the Contract Documents that is to be performed by AMRAS, including, but not limited to, the indemnity provisions set forth within the RFP. If any of the Contract Documents are in conflict, the more stringent shall apply, as determined by EMSA. The Proposal and the RFP are incorporated herein by reference.

2. AMRAS shall begin performance of its obligations under this Contract on November 1, 2013, subject to the submission by AMRAS of the performance letter of credit or cash escrow account required by the RFP. AMRAS agrees that the amount of such performance letter of credit or cash escrow account required by the RFP is a reasonable amount for total liquidated damages.

3. EMSA agrees to pay AMRAS for the performance by it of its obligations under this Contract and in accordance with the Alternative Pricing 1 Schedule attached hereto.

4. In the event that any provision of this Contract, the RFP or the Proposal shall be held to be invalid, the validity of the remaining portions thereof shall not in any way be affected thereby.

5. This Contract shall not be altered, changed or amended, except by a written agreement executed by the parties hereto. No alteration, change or amendment to the Proposal shall be valid unless consented to in writing by EMSA and AMRAS. Through a process to be developed and memorialized in writing by the parties, the parties may make administrative and operational changes to the system.

6. This Contract, the RFP and the Proposal incorporate all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Contract. No prior agreement or understandings, verbal or otherwise of the parties, or their agents, shall be valid or enforceable unless embodied in the Contract, the RFP or the Proposal.

7. Time shall be of the essence with respect to the duties and obligations of the parties under this Contract, the RFP and the Proposal.

8. No person or entity who is not a party to this Contract shall gain any benefit, either expressly or by implication, from this Contract or be a third-party beneficiary of this Contract.

9. Except as otherwise provided herein or required by law, any notice or demand required or permitted under this Contract must be in writing and must be given either: (a) by personal delivery or (b) by United States Certified Mail, Return Receipt Requested, postage prepaid and properly addressed. Notice or demand sent in either of the manners set forth above must be addressed or sent to either party at the addresses set forth below:

EMSA
1417 North Lansing
Tulsa OK 74105

President
AMRAS
6200 South Syracuse Way, Suite #200
Greenwood Village, CO 80111

With Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite #200
Greenwood Village, CO 80111

Any party may change its address for the purpose of delivery and receipt of notices and demands by advising the other party in writing of the change. Notice or demand delivered in one of the foregoing manners may be deemed to be received: (a) on the date of delivery, if personally delivered, or (b) on the date, which is two (2) days after deposit in the United States Mail, if given by Certified Mail. No notice or demand will be deemed effective unless sent in one of the manners described above.

10. This Contract and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Oklahoma.

11. Beginning with contract year 2013 and ending with contract year 2018, or if this Contract is extended in accordance with the RFP, contract year 2023, AMRAS shall pay to EMSA yearly payments equal to the amount of profit (as defined in the RFP on page 47) during each such contract year from this Contract exceeding ten percent (10%) of gross earnings during each such contract year from this Contract, all as reported in the annual audited financial statements for AMRAS's EMSA operating unit. Each such annual payments shall be made within thirty (30) days after the completion of the annual audit of AMRAS. For clarity and to avoid doubt, a contract year is November 1st through October 31st.

12. This Contract shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written.

EMERGENCY MEDICAL SERVICES
AUTHORITY

By: _____
H. Stephen Williamson, President

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.

By: _____
Edward Van Horne, President