MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement (this "Agreement") is made and entered into this 31st day of October, 2000 ("Effective Date"), by and between Terry L. Rounsborg M.D. (the "Physician") and Emergency Medical Services,Inc., a Nebraska non-profit corporation ("EMS, Inc."), with reference to the following facts and objectives.

SECTION I
EMPLOYMENT TERMS AND CONDITIONS

1.1 Employment. During the term of this Agreement, EMS, Inc. hereby employs the Physician and the Physician hereby accepts the employment and agrees to furnish EMS, Inc. with all the Physician's skills and abilities as medical director and to comply with the scope of responsibility set forth in Medical Director Job Description.

1.2 Scope of Services. During the term of this Agreement, Physician shall devote Physician's services, best efforts, interests and abilities to the performance of his duties and responsibilities under this Agreement, to further EMS Inc.'s interests and to perform diligently and in good faith such duties and responsibilities as are or may be, from time to time, required by EMS, Inc. in connection with his employment hereunder. It is acknowledged by both parties that this is a part-time position and that Physician shall average 20 hours per month in fulfilling his obligation herein. The duties, standards and essential functions required of Physician under this Agreement are listed in Exhibit "A."

1.3 Authorization and Decision-Making. EMS, Inc. authorizes and directs the Physician to take all actions which Physician deems advisable on EMS, Inc.'s behalf within the Duties and Responsibilities set forth in Exhibit "B", except Physician shall not obligate EMS, Inc. to expend funds, enter contracts or undertake other obligations without the prior written consent of EMS, Inc.

1.4 Availability. Physician agrees to be available to EMS, Inc. by pager or telephone at all times. If Physician leaves the area serviced by his telephone or pager, he shall notify EMS, Inc. of his location, an emergency telephone number and his estimated time of return.

1.5 Term. The term of this Agreement (the "Term") shall be for a period of one (1) year beginning on the effective date of this Agreement; and continue to August 31, 2001 subject, however, to prior termination as provided herein. EMS, Inc. has a right to renew this Agreement for one two (2) year term on the same terms and conditions by giving notice to the Physician at least sixty (60) days prior to the expiration of the initial term or any extension.

1.6 Termination. This Agreement may be terminated by EMS, Inc. or by the Physician upon sixty-(60) days prior written notice. Upon termination, Physician will deliver EMS, Inc.'s files to EMS, Inc. along with any funds or property of EMS, Inc. in the Physician's possession within ten (10) days of such termination.

SECTION II
COMPENSATION

2.1 Fee. In consideration of the faithful performance of the above duties and responsibilities to and on behalf of EMS, Inc., EMS, Inc. agrees to pay the Physician a monthly fee of [redacted] (the "Fee").

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2.2 Medical Malpractice Insurance. During the term of this Agreement, EMS, Inc. shall provide, at its expense, medical malpractice coverage for activities related to off-line medical direction for the Physician, in the amount of Five Million Dollars ($5,000,000) per occurrence and Six Million Dollars ($6,000,000) aggregate. Such coverage shall include all off-line medical care activities; however, the coverage shall not include other activities of the Physician as a physician or his provision of medical care outside the duties and responsibilities of this Agreement.

2.3 Costs and Other Charges. EMS, Inc. agrees to reimburse Physician for all expenses reasonably and necessarily incurred directly on behalf of EMS, Inc. under this Agreement, such as airfare (business class), meals, transportation, long distance calls, copying charges, gratuities and lodging, provided that EMS, Inc. is furnished with full and complete accounts in accordance with EMS, Inc.'s policies and procedures. Any such expense or cost shall be approved by EMS, Inc. prior to the actual expenditure being made.

SECTION III
NON-DISCLOSURE COVENANT

3.1 Acknowledgements by the Physician. The Physician acknowledges that during the term and as a part of his employment, the Physician will be afforded access to Confidential Information; public disclosure of such Confidential Information could have an adverse effect on EMS, Inc., its contractor(s) and their business; EMS, Inc. has required that the Physician make the covenants in this Section IV as a condition to its employment with EMS, Inc.; and the provision of this Section IV are reasonable and necessary to prevent the improper use or disclosure of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include any and all:
(a) Information concerning the business and affairs of EMS, Inc. and its contractor(s) (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials), however documented.

3.2 Confidentiality. In consideration of the Compensation to be paid or provided to the Physician by EMS, Inc. under this Agreement, the Physician covenants as follows:
The Physician will not remove from EMS, Inc.'s premises (except to the extent such removal is for purposes of the performance of the Physician's duties at home or while traveling, or except as otherwise specifically authorized by EMS, Inc.) any document, report, record, customer list, management analysis, notebook, plan, model, component, device or computer software or code, whether embodies in a disk or in any other form (collectively, the "Proprietary Items"). The Physician recognizes, that as between EMS, Inc. and the Physician, all of the Proprietary Items, whether or not developed by the Physician, are the exclusive property of EMS, Inc. Upon termination of this Agreement by either party, or upon the request of EMS, Inc. during the Term, the Physician will return to EMS, Inc. all of the Proprietary Items in the Physician's possession or subject to the Physician's control, and the Physician shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Items.

3.3 Disputes or Controversies. The Physician recognizes that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel or other third party, the preservation of the secrecy of Confidential Information may be jeopardized. All pleadings, documents, testimony and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by EMS, Inc. the Physician, and their

respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

SECTION IV
GENERAL PROVISIONS

4.1 Representations and Warranties by the Physician. The Physician represents and warrants to EMS, Inc. that the execution and delivery by the Physician of this Agreement do not, and the performance by the Physician of the Physician's obligations hereunder will not, with or without giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction or order of any court, arbitrator, or governmental agency applicable to the Physician; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Physician is a party or by which the Physician is or may be bound. The Physician has no reason to believe that he will be unable discharge the duties hereunder, or otherwise comply with this Agreement.

4.2 Authority. EMS, Inc. warrants and represents that it is a non-profit corporation organized and existing under the laws of the State of Nebraska, that the undersigned is authorized to execute this Agreement on behalf of EMS, Inc.; that the employment of the Physician under the terms of this Agreement has been duly authorized by the EMS, Inc. Board of Directors.

4.3 Obligations Contingent on Performance. The obligations of EMS, Inc. hereunder, including its obligation to pay the compensation provided for herein, are contingent upon the Physician's performance of the Physicians duties and obligations hereunder.

4.4 Binding Effect. Each covenant and condition of this Agreement shall be binding on and insure solely to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which EMS, Inc. may merge or consolidate or to which all or substantially all of its assets may be transferred.

4.5 Assignment. Neither EMS, Inc. nor the Physician shall voluntarily subcontract or assign any of their respective rights, duties or obligations hereunder without first obtaining the other party's written consent.

4.6 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent to facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

4.7 Governing Law. This Agreement will be governed by the laws of the State of Nebraska.

4.8 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

4.9 **Entire Agreement:** Amendments. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

EMS, INC.
By: _____
Its: Pres.

THE PHYSICIAN:
_____