

**Exhibit F  
Assessment Schedule**

1) Nature of Assessments

The Contract recites provisions for Contractor payment of assessments for its failure to meet required standards, such as for late response within the Service Area. Such assessments and standards are imposed by the ESA, a County resolution or pursuant to State law. Contractor agrees to pay assessments for late responses or a failure to meet other performance standards required under the Contract.

The parties agree that the assessments referred to herein shall be regarded as “liquidated damages” under this Contract and are not punitive in nature. Further, the parties agree that the sums recited herein represent a reasonable endeavor by the ESA and Contractor to estimate a fair compensation for the foreseeable damage to ESA and its residents within the Service Area due to Contractor’s failure to meet the performance standards set forth in this Contract. Payment of a particular assessment by Contractor shall constitute a full release and satisfaction of the matter made a subject of the assessment.

A. Response Time Definition: Ambulance response times under this Agreement are measured from the time that the location of the call, and the nature of the call, if known, are received by Contractor from the PSAP until the Contractor arrives at the scene with a fully functional and staffed EMT-Paramedic Advanced Life Support (ALS) ambulance, and is stopped or is staged in a designated area by an authorized Incident Command. All response times are measured in seconds, not whole minutes. Contractor shall report all status changes and call times, such as at-scene time, via Mobile Data Terminal (MDT). At-scene times shall be established from vehicle MDT, radio voice transmissions, or Road Safety device identifying the at-scene time.

B. Response Time Standards: The response time standards are as follows:

<b>Zone</b>	<b>Minimum Response Time Allowed per call (minutes)</b>	<b>Maximum Response Time Allowed per call (minutes)</b>
Urban	8:00	12:00
Suburban	12:00	18:00
Rural 20	20:00	30:00
Frontier 25	25:00	35:00
Frontier 35	35:00	45:00
Frontier 45	45:00	55:00
Wilderness 45	45:00	55:00

C. Response Time Performance: Contractor’s response time performance shall be measured in three ways: i) on a “per call” basis; ii) on an aggregate response time threshold basis, based on the total number of calls within a particular zone(s) during

a particular time period; and iii) on a “systemwide” basis, based on the total number of calls in all zones during a given month.

1. “Per Call” Performance: To meet the “per call” performance standard, Contractor must respond to each Code-3 call on or before the Minimum Response Time set forth above for each zone. However, Contractor will not be liable for a “per call” assessment unless Contractor’s response time for a particular call exceeds the Maximum Response Time for the zone. As an example, if Contractor responds to a Code-3 call in the Urban zone in 11 minutes, then Contractor will not be liable for an assessment because the response time does not exceed the Maximum Response Time of 12 minutes. If Contractor responds to a Code-3 call in the Urban zone in 14 minutes, then Contractor will be liable for a “per call” assessment (set forth in Section 3 (D)) for each minute that exceeds the Maximum Response Time for the Urban Zone, unless the call is eligible for exemption from assessments pursuant to Section 6.

2. Aggregate Response Time Threshold for Zones: In addition to meeting the response times for each Code-3 call as described above, Contractor must meet an aggregate response time threshold for certain zones. Each month, Contractor must meet the Minimum Response Time standard for all Code-3 calls within each of the Urban, Suburban and Rural zones at least 90% of the time. If Contractor fails to meet the 90% threshold within each of the Urban, Suburban or Rural zone in a given month, Contractor shall pay the assessment set forth in Section 3 (A) below for each zone where the 90% threshold was not met. As an example, if in a given month, Contractor achieves an 89% response time for all Code-3 calls within the Urban zone (meaning that Contractor responds to all Code-3 calls in the Urban zone within the 8:00 minute Minimum Response Time 89% of the time), Contractor will be liable for the assessment set forth in Section 3 (A) below.

Response time compliance for Code-3 calls within the Frontier or Wilderness zones will be measured on an annual basis because there are not enough Code-3 calls within those zones to measure them on a monthly basis. Each year, Contractor must meet the Minimum Response Time standard for all Code-3 calls within the Frontier or Wilderness zones at least 90% of the time, provided that the Frontier or Wilderness zone has a minimum call volume of one hundred (100) calls annually. If Contractor fails to meet the 90% threshold within the Frontier or Wilderness zone in a given year, Contractor shall pay the assessment set forth in Section 3 (C) below for each zone where the 90% threshold was not met.

3. Systemwide Response Time Threshold: Contractor’s compliance with all Minimum Response Times for all Code-3 calls in all zones will be measured systemwide on a monthly basis. Each month, Contractor must meet the Minimum Response Time standard for all Code-3 calls within all of the zones (Urban, Suburban, Rural, Frontier and Wilderness) at least 92% of the time. If Contractor fails to meet the 92% threshold systemwide in a given month, Contractor shall pay the assessment set forth in Section 3 (B) below.

2) Assessment for Call Referral

If Contractor is unable to respond to a call within the Service Area for which Service is required, and refers that call to another ambulance provider that is not subject to an ESA-approved memorandum of understanding for mutual aid or is not a Subcontractor to Contractor, there will be an assessment of one thousand dollars (\$1,000.00) per call for each such occurrence.

3) Assessment for Failure to Comply with Response Time Performance Standards for Code 3 Calls

A. Monthly 90% Threshold for Urban, Suburban and Rural Zones: For those months that Contractor fails to meet the ninety percent (90%) response time threshold in the Urban, Suburban or Rural zones, a four thousand dollar (\$4,000.00) assessment for each percentage point, or fraction thereof, less than ninety percent (90%) will be assessed for each individual zone.

B. Monthly 92% Systemwide Threshold. For those months that Contractor fails to meet the ninety-two percent (92%) response time threshold systemwide, a four thousand dollar (\$4,000.00) assessment for each percentage point, or fraction thereof, less than ninety-two percent (92%) will be assessed.

C. Annual 90% Threshold for Frontier and Wilderness Zones. For each year that Contractor fails to meet the ninety percent (90%) response time threshold in the Frontier or Wilderness zones, a four thousand dollar (\$4,000.00) assessment for each percentage point, or fraction thereof, less than ninety percent (90%) will be assessed for each individual zone with a minimum call volume of one hundred (100) calls annually.

D. Maximum Response Time Limit Threshold. In addition to the monthly and annual thresholds set forth above, each Urban, Suburban, Rural, Frontier and Wilderness zone shall have a maximum response time limit for every call. For every Code-3 call where the ambulance fails to arrive within the maximum time limit, the assessment shall be as follows:

For any response in excess of the maximum response time in each zone, the assessment will be twenty dollars (\$20.00) per excess minute, or portion thereof, up to a maximum of two thousand dollars (\$2,000.00) per call. Calls deferred to another agency will be included as part of the response time calculations.

The response time limit for Code-3 calls within the Wilderness zone will be dependent on the situation; i.e., calls for service may be in areas without any roads or only primitive roads. In that event, Contractor may be eligible for an exemption under Section 6 (F) and/or Section 6 (F) (7) below.

E. Discovery Period. To determine the effect of changes to the Service Area, negotiate amendments and secure approvals for changes to response time zones or primary response status, the ESA may establish a discovery period of up to one hundred eighty (180) days. If a discovery period is initiated, the ESA will exempt calls from response time compliance calculations and excuse assessments for failure to comply with response time standards within specified areas during the discovery period.

4) Other Assessments

A. An assessment for willfully falsifying at-scene times shall be assessed at five thousand dollars (\$5,000.00) if by Contractor's field staff or by Subcontractors or mutual aid providers, and ten thousand dollars (\$10,000.00) if by Contractor's management staff, for each incident.

B. An assessment of five hundred seventy five dollars (\$575.00) will be imposed where an ambulance breaks down enroute to the hospital with a patient loaded, and where the ambulance was not serviced pursuant to the required maintenance schedule. This type of assessment is subject to appeal before the ESA board.

C. An assessment of five thousand dollars (\$5,000.00) may be imposed where Contractor fails to furnish required information from patient care report forms, incident report forms, equipment failure report forms, continuing education participation reports, excess response time reports, or fails to furnish reports or records to the ESA as required by this Agreement. Such an assessment shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control. Simple loss of records and problems with Contractor's own computer system shall not be considered beyond Contractor's reasonable control.

D. An assessment of one thousand dollars (\$1,000.00) will be imposed for an incident of a Contractor **Level Zero**. Contractor shall be at Level Zero when:

1. Contractor has no available ambulances for dispatch. All ambulances are either committed to calls, out of service due to decontamination procedures, etc., or out of the Service Area; and
2. Contractor exceeds the response time standard in any response zone for any call received during the time Contractor has no available ambulances, even if Contractor is no longer at Level Zero when the ambulance arrives at the scene. For tracking purposes, Contractor will report all calls received during periods of Level Zero and report the associated compliance of each call. Contractor will report these calls based on the "calls taken" field in the Computer Aided Dispatch (CAD) reports.

A response by a Quick Response Vehicle (QRV) will not stop the clock during periods of Contractor Level Zero.

5) Special Circumstances

From time to time, special circumstances may cause changes in call-priority classification. Response-time calculations for determination of compliance and assessments will be as follows:

A. Multiple Units: If multiple units are responding, then the additional units' times are measured from the time the additional unit is requested until it arrives on scene.

B. Breakdowns: If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.

C. Upgrades: If an assignment is upgraded prior to arrival of Contractor's ambulance unit on the scene, the Contractor's response time compliance and assessments will be calculated from the time the call was upgraded to Code-3 by the public safety dispatch center or any other ESA-authorized person based on information from a 7-digit caller in accordance with local government public safety dispatch center or ESA approved dispatch protocols (7-digit franchise calls only) or the response person on the scene.

D. Downgrades: If an assignment is downgraded more than one minute before arrival on scene by the public safety dispatch center or any other ESA-authorized person based on information from a 7-digit caller in accordance with public safety dispatch center or ESA approved dispatch protocols (7-digit franchise calls only) or the response person on the scene prior to arrival of Contractor's ambulance unit on the scene, the Contractor's response time compliance and assessments will be determined as follows:

1. If the time of downgrade occurs after the unit has exceeded maximum response time for the zone involved, the more stringent higher-priority standard or maximum will apply; or

2. If the time of downgrade occurs before the unit has exceeded the more stringent standard or maximum response time for the zone involved, the less stringent lower-priority standard will apply.

E. For each response for which Contractor's management or field staff fail to report the at-scene time, the response shall be counted as a late response in doing the response-time percentage calculations for the month utilizing the first tape recorded or otherwise verifiable time documenting the arrival of the ambulance.

6) Request for Exemptions to Response Time Performance Standards

Upon request by Contractor, the ESA may grant exemptions to the response time requirements or assessments stated herein for unusual circumstances beyond Contractor's reasonable control, including, without limitation, unusually severe weather conditions, disasters, difficult or restricted patient access, private roads, change of location, bad address, or other factors as determined in the sole discretion of the ESA. Such calls shall be individually examined by the ESA and if the circumstances warrant, the ESA may authorize the exclusion of such calls from the calculations to determine response time compliance and assessments. A call authorized for exclusion will be excluded from the data base for the purpose of determining response time compliance and assessments. It will not count as an on-time response. In order to be eligible for an exemption, Contractor shall notify the ESA within the next monthly reporting period of the unusual occurrence through procedures established by the ESA. Equipment failure, dispatcher error, or lack of a nearby ambulance will not furnish grounds for an exemption from response time standards. No exemptions will be permitted if Contractor is not staffed to the level specified in the System Status Plan.

Exemptions to response time compliance calculations and/or assessments may apply in the following situations:

A. Responses canceled prior the ambulance's arrival at the scene shall be excluded from response time calculations.

B. Multiple responses to the same incident shall have only the first arriving ambulance response time calculated.

C. Mass casualty incidents: Response time standards and assessments shall be suspended by the ESA during a mass casualty incident in Colorado Springs, El Paso County, or in adjoining jurisdictions when mutual aid assistance has been requested by El Paso County or the City of Colorado Springs. Response time standards and assessments will be reinstated by the ESA as soon as the incident is resolved, allowing reasonable time for Contractor to decontaminate, refuel or restock ambulances used during the incident. During the course of the mass casualty incident, Contractor shall use best efforts to provide local Code-3 service coverage while suspending low priority non-emergency ambulance service. Contractor is eligible only if staffed to the System Status Plan.

D. Disasters: Response time standards and assessments shall be suspended by the ESA during periods of declared disaster in the City of Colorado Springs, El Paso County, or in adjoining jurisdictions when mutual aid assistance has been requested by an El Paso County PSAP according to the established dispatch protocols. Response time standards and assessments will be reinstated by the ESA as soon as the incident is resolved, allowing reasonable time for Contractor to decontaminate, refuel or restock ambulances used during the incident. During the course of the disaster, Contractor shall

use best efforts to provide local Code-3 or Code-2 service coverage while suspending low priority non-emergency ambulance service.

E. Travel restrictions and road closures: Response time standards and assessments will be suspended by the ESA, in the affected areas, during periods of official travel restrictions or road closures in the City of Colorado Springs, El Paso County, or in adjoining jurisdictions.

F. Good Cause Exemptions: Individual responses may be exempted from response time standards if factors outside the reasonable control of Contractor caused the late response. It is Contractor's responsibility to identify and document the circumstances, and demonstrate they were outside Contractor's reasonable control. Determination of exemption shall be determined by the ESA. Any disputes in this determination shall be resolved by the ESA. Good cause may include but is not limited to:

1. Inclement weather conditions which impair visibility, create significant unsafe driving conditions or impairs scene location such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response. Inclement weather conditions may be determined by the ESA.

2. Incorrect or inaccurate information received by Contractor from a PSAP or reporting party. An exception will not be allowed if inaccurate response information is the result of an error by Contractor's personnel.

3. Data or voice recording or transmission errors when accurate information can be verified.

4. Inaccessible calls: Any response which is in an area far from established roads or requiring excessive difficulty to reach as a result of terrain, distance or access problems beyond the control of Contractor. Contractor shall provide its "best efforts" in such situations.

5. Rural Transport By A Closer Agency: Contractor may apply for an exemption when it appropriately refers a call to a closer back-up agency, consistent with ESA policy, and that the back-up agency initiates transport. Contractor is only eligible for exemption when Contractor is staffed to the System Status Plan.

6. Rendezvous: Contractor may apply for an exemption as a result of an attempt to rendezvous with a moving vehicle. Fixed location rendezvous are not eligible for exemption.

7. Distance: Contractor may apply for an exemption if the response time standard is not possible to achieve from normal ambulance posting locations to a

call in a wilderness zone. Contractor is only eligible for exemption when Contractor is staffed to the System Status Plan.

8. Response vehicle collisions where Contractor's ambulance is determined to be not at fault.

7) Payment of Assessments

Contractor shall pay all assessments within forty-five (45) days of invoice, subject to appeal rights.

8) Appeal of Assessment

Contractor may appeal assessments imposed by the ESA only for the following circumstances for which an assessment was imposed, or for a particular circumstance which is considered appealable by the ESA board in its sole discretion: a) breakdown of an ambulance enroute to the hospital with a patient loaded and where there has been a failure to maintain the ambulance in accordance with the required maintenance schedule; or b) an attempt to rendezvous with a moving vehicle. Contractor shall provide notice of appeal in writing to the ESA within fourteen (14) days of the date the ESA approves the assessment. The notice shall state in detail the nature of the circumstance leading to the assessment and the reasons why Contractor believes an assessment should not have been imposed by the ESA. At the next regularly scheduled meeting of the ESA board, or at a special meeting of the ESA board called for the purpose of hearing the appeal, Contractor shall have the opportunity to present evidence in support of its position that the assessment should not have been imposed. The ESA board shall issue a written decision within fourteen (14) days of the meeting. The ESA board's decision shall be final and binding.

9. Adjustment to Assessment Amounts.

Assessment adjustments shall be made as outlined in the table below.

Assessment Increase Schedule			
	2009	2010	2011 and Beyond
All Assessments for Non-Compliance with Response Time Standards (Excluding Level Zero)	15% (July 1)	15 % (January 1)	CPI
Assessments for Level Zero Non-Compliance	N/A	CPI	CPI

Effective July 1, 2009, all assessment amounts set forth in Sections 2, 3 (A - D) and 4 (A - C) of this Exhibit shall be increased by fifteen percent (15%). Effective January 1, 2010, the assessment amounts set forth in Sections 2, 3 (A - D) and 4 (A - C) shall be increased by an additional fifteen percent (15%). Effective January 1, 2010, the assessment for Level Zero non-compliance (Section 4 (D)) shall be increased by the CPI pursuant to the CPI formula described below. Thereafter, on an annual basis beginning on January 1, 2011, the ESA shall increase all of the assessment amounts in the following manner:

Each January 1 during the Term of the Contract, the assessment amounts shall be increased on the basis of the average of the following Denver-Boulder Area Consumer Price Index (CPI) factors over the most recent twelve (12) month period for which published figures are then available, which figures shall be agreed upon by the parties:

- (1) Forty-five (45) percent of the CPI – Transportation Index;
- (2) Forty-five (45) percent of the CPI – Health Care Index; and
- (3) Ten (10) percent of the CPI – All Components Index.

All adjusted amounts shall be rounded to the nearest dollar.

10) Patient Care Report Performance Standards and Assessments

Contractor agrees that it shall complete patient care reports (PCR) on each patient transported one hundred percent (100%) of the time. The parties recognize that presently, there is no reliable mechanism by which to monitor and audit compliance with a standard for leaving, with each patient transported to a hospital, a completed PCR before the ambulance is dispatched on another call for service. The parties agree to cooperate to improve the current PCR system and to develop a performance standard for completion and delivery of PCRs at the hospital that may be subject to an assessment for failure to comply with such performance standard, after a discovery period. Upon development of a PCR performance standard, the parties will agree to amend this Contract to include such performance standard and assessment schedule.