



## **Marion County Ambulance District**

142 Jaycee Drive  
Hannibal, Missouri 63401  
Phone (573)221-5510 Fax (573)221-5004

November 15, 2023, 1:40 P.M.

Notice is hereby given that Marion County Ambulance District will conduct a board meeting at 6:00 p.m. on Thursday, November 16, 2023, at the Administration Building located at 142 Jaycee Drive, Hannibal, Missouri.

The tentative agenda of this meeting includes:

1. Call to order
2. Approval of minutes of regular meeting held on October 19, 2023.
3. Review reports for October 2023.
4. Chief's Report
5. New Business
  - A. Ralls Contracts
  - B. 2024 Budget
  - C. Handtevy
  - D. Zoll
6. Adjourn

Representatives of the news media may obtain copies of this notice by contacting:

John Nemes  
142 Jaycee Drive  
Hannibal, MO 63401  
573-221-5510

The Board of Directors of the Marion County Ambulance District met on Thursday, October 19, 2023, at the Marion County Ambulance District Administrative Office. Board members attending were Chairman Dorothea Lake, Vice Chairman Branson Wells, Brian Fowler, Cheryl Arntzen, and via telephone Marie Frankenbach and Larry Coleman. Also attending were EMS Chief John Nemes, Chief Medical Officer John Clemens, Deputy Chief Marty Miller, Finance Director Claudette Moss, Assistant Finance Director Kari Garrett, Patty Cheffey, and Shawn Leonard.

The meeting was called to order at 6:02 pm by Chairman Lake.

A motion was made by Cheryl Arntzen to amend the minutes from April, May, July, August, and October 2023 to reflect that Vice Chairman is Branson Wells, rather than Marie Frankenbach. The motion was seconded by Marie Frankenbach and approved on a roll call vote.

Chief Nemes asked the Board to approve an adjustment to the budget regarding the early pay off of trucks. A motion was made by Branson Wells to approve the adjustment, seconded by Brian Fowler, and approved on a roll call vote.

The treasurer's report, accounts receivable reconciliation, profit and loss, and financial reports for August and September 2023 were also reviewed.

Chief Nemes then presented the Board with the Chief's report. MCAD answered 561 calls for emergency service in July. Base 1 (Hannibal) – 2711 handled 150 calls, 2721 handled 139 calls, Base 2 (Hannibal) handled 168 calls, Base 3 (Palmyra) handled 81 calls, and we had 23 off-duty transfers.

Siding at the Administration building has begun. The mini split for the server room has also been installed and is performing as expected.

We have 7 full-time EMTs taking advantage of the Paramedic grant in the current course.

Those of us attending the EMS World Expo in New Orleans brought back a few new potentials for MCAD, with the main one being the Handtevy Pediatric System. It drew a lot of interest at the Expo, so we had them demo it here. Although it happens infrequently, pediatric emergency calls are the most stressful for the Paramedics and EMTs. We currently use the Broselow system, which calculates the correct medication dosages, equipment sizes, etc. based on measurement of the child with the Broselow tape. The Handtevy system would include a mobile phone app designed for rapid care, color-coded pediatric equipment and supplies in separate pouches by different age groups, and books for pediatric care, all customized to our medical protocols. They work together to help crews rapidly confirm care and dosages with pediatric patients, which improves care as well as reducing the stress level on such calls and preventing potential errors. Everyone who attended the demo felt like this was a good system for us and we are exploring it further.

We are currently handling the 96-hour hold transfers for Hannibal Regional and that seems to be going ok. There have been a few hiccups, but as we trained crews and worked with the hospital on it, they went away. We also had Hannibal Regional Security provide restraint training to all our crew members.

Under new business, Chief Nemes discussed the need for upgraded base security. Shawn Leonard with Alarm Systems Inc presented the Board with two options for replacing the current system. After discussion, Branson Wells made a motion that the Board accept the proposal for Option 2 which would replace all cameras and increase security at all bases.

The next meeting was scheduled for November 16, 2023, at 6:00 pm at the Marion County Ambulance District Administration Building.

There being no further business, the meeting was adjourned on a motion by Marie Frankenbach, seconded by Cheryl Arntzen, and approved on a roll call vote.

2023 Budget Amount	Actual												YTD Totals	Account Balances	%
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec			
2,384,000.00	230,484.19	234,246.46	192,321.98	227,853.77	197,273.94	247,293.47	240,584.34	264,611.25	249,244.64	189,912.97	-	-	2,273,827.01	90,172.99	96.19
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,550,000.00	259,708.91	256,084.69	314,248.60	227,322.64	246,613.03	200,296.88	189,303.87	251,271.21	276,078.30	241,601.45	-	-	2,472,510.68	377,489.32	86.75
622,000.00	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	51,833.33	-	-	518,333.30	103,666.70	215.66
10,800.00	1,004.45	1,078.49	614.86	669.40	2,580.30	2,347.34	3,186.75	685.90	6,818.28	4,384.43	-	-	23,291.20	(12,491.20)	-
5,520.00	459.86	459.86	918.72	-	556.20	556.20	556.20	556.20	556.20	556.20	-	-	5,176.64	343.36	93.78
55,000.00	4,289.43	3,994.08	575.00	84.30	78.79	176.50	13.28	121.30	1,942.56	4,840.12	-	-	16,115.34	38,884.86	29.30
12,000.00	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-	12,000.00	-
68,000.00	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	4,871.63	-	-	43,844.67	24,155.33	-
5,897,320.00	552,931.30	552,931.30	438,885.12	348,884.38	981,008.70	512,217.08	500,358.38	573,850.49	575,300.87	529,559.02	-	-	5,583,104.18	424,215.82	93.91
37,000.00	3,083.33	2,200.18	1,975.00	1,663.84	3,063.74	2,013.87	1,841.74	3,344.08	1,203.02	3,438.88	-	-	23,185.14	13,814.86	62.68
5,600.00	466.67	3.12	-	47.07	1,404.36	8.37	8.37	8.00	8.00	688.80	-	-	2,149.89	3,451.11	38.37
16,000.00	1,250.00	321.23	390.82	452.41	5,029.89	(175.93)	635.45	802.47	118.78	1,317.46	-	-	10,957.00	4,043.00	73.05
5,000.00	416.87	1,665.02	108.52	2,660.53	-	-	-	1,647.69	889.88	963.00	-	-	13,861.74	(8,861.74)	277.23
1,000.00	83.33	-	-	73.54	-	-	-	-	-	73.54	-	-	73.54	926.46	7.35
2,000.00	166.67	-	-	-	-	-	-	-	-	-	-	-	-	2,000.00	-
880,000.00	56,866.67	49,368.00	52,122.20	49,871.00	50,471.00	78,347.00	49,868.00	50,789.00	51,299.00	50,789.00	-	-	532,403.20	147,596.80	78.29
62,000.00	5,166.67	4,394.00	4,394.00	4,394.00	4,394.00	6,591.00	4,394.00	4,394.00	4,528.00	4,482.00	-	-	48,357.00	15,843.00	-
55,000.00	4,593.33	4,067.77	4,353.45	3,809.36	4,080.28	6,384.63	3,970.48	4,109.43	4,151.68	4,111.33	-	-	43,900.86	11,699.04	78.73
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
652,800.00	71,893.33	68,882.09	93,405.68	84,375.75	88,443.27	93,169.04	59,638.04	84,885.47	82,346.33	65,768.77	-	-	672,287.47	180,312.53	77.94
2,800,000.00	236,381.58	208,865.07	211,913.99	225,933.78	208,857.82	331,481.93	252,473.56	227,122.88	250,099.20	238,054.62	-	-	2,369,184.43	410,815.57	85.33
2,800,000.00	236,381.58	208,865.07	211,913.99	225,933.78	208,857.82	331,481.93	252,473.56	227,122.88	250,099.20	238,054.62	-	-	2,369,184.43	410,815.57	85.33
210,000.00	17,600.00	15,022.81	15,616.88	17,019.33	15,510.48	24,839.73	18,827.32	16,750.60	18,874.23	17,751.47	-	-	177,639.40	32,360.60	84.59
128,000.00	10,666.87	13,740.60	7,499.00	6,890.00	7,301.00	7,271.00	11,521.00	8,509.00	7,412.00	9,023.00	-	-	87,357.80	40,642.40	68.25
40,000.00	3,333.33	-	-	3,227.00	-	-	-	-	-	-	-	-	3,227.00	36,773.00	8.07
70,000.00	5,833.33	(330.00)	-	-	-	-	-	-	-	-	-	-	(330.00)	70,330.00	(0.47)
400,000.00	33,333.33	35,663.64	66,460.13	32,524.18	32,573.68	33,757.79	31,701.52	32,123.00	30,476.53	44,879.60	-	-	338,794.20	61,205.80	84.70
20,000.00	1,666.67	375.25	266.20	1,048.98	150.00	291.00	4,373.84	185.00	284.44	1,864.18	-	-	10,577.95	9,422.05	52.88
20,000.00	1,666.67	275.00	3,000.00	-	161.70	30.00	168.00	35,950.00	158.11	56.85	-	-	39,789.78	(19,789.78)	199.00
8,200.00	516.67	-	-	-	8,275.00	-	-	-	-	-	-	-	6,275.00	(2,000.00)	191.21
310 - Misc. Benefits	250.00	-	-	-	-	-	-	-	-	-	-	-	-	3,000.00	-
312 - Utility Exp.	5,868.87	4,775.38	4,080.26	4,640.43	3,945.10	3,126.42	3,868.28	4,107.07	3,370.75	5,786.42	-	-	42,440.40	25,558.60	62.41
313 - Pension (City)	28,833.33	22,915.47	30,913.31	37,705.18	27,208.59	30,503.80	23,612.09	24,174.79	30,385.88	33,133.93	-	-	262,103.87	53,686.13	84.42
318 - Medical Dir.	1,100.00	3,281.25	-	-	3,281.25	-	-	-	-	-	-	-	9,843.75	3,356.25	74.57
317 - Unemp. Exp.	333.33	4,000.00	-	-	-	-	-	-	-	-	-	-	605,031.55	4,000.00	100.00
318 - Lease Payment	50,419.30	-	-	-	-	64,389.97	-	-	540,641.58	-	-	-	1,612,769.48	320,971.07	83.41
300 Sub Total	181,119.30	84,768.88	128,178.64	103,955.09	90,131.80	170,464.71	84,072.05	125,090.71	631,403.54	112,605.55	-	-	1,612,769.48	320,971.07	83.41
401 - Cleaning Exp.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
402 - Laundry Exp.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
403 - Building Exp.	75,000.00	5,820.05	4,682.43	(4,445.07)	24,988.09	10,186.38	6,838.88	8,463.89	5,716.66	13,923.35	-	-	78,659.59	(3,659.59)	104.88

		2023 Marion budget.xls																
404 - Radio Exp.	8,000.00	666.67		346.80					485.44	217.50						1,049.74	6,950.26	13.12
405 - Service Cont.	95,000.00	7,916.67	8,645.55	5,674.07	2,020.77	3,050.08	10,349.88	7,273.30	5,283.09	839.51	273.33	3,300.73				48,710.11	48,289.89	49.17
<b>400 Sub Total</b>	<b>178,000.00</b>	<b>14,833.33</b>	<b>14,465.60</b>	<b>10,713.30</b>	<b>4,777.93</b>	<b>(1,394.89)</b>	<b>35,045.77</b>	<b>17,466.69</b>	<b>12,121.77</b>	<b>9,769.81</b>	<b>6,207.49</b>	<b>17,224.08</b>				<b>128,419.44</b>	<b>51,580.56</b>	<b>71.02</b>
<b>500 Vehicle &amp; Maint</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>	
501 - Fuel & Oil	120,000.00	10,000.00	8,449.21	8,304.65	8,662.60	8,555.54	8,098.92	8,702.33	8,336.26	9,612.36	9,731.52	10,743.60			87,166.89	32,803.01	72.68	
502 - Veh. Maint.	20,000.00	1,666.67	1,088.54	848.66	791.37	647.37	1,024.08	3,881.73	2,070.56	1,909.55	1,339.23	588.38			14,189.47	5,810.53	70.95	
503 - Veh. Repair	25,000.00	2,166.67	284.42	872.67	3,021.32	(6,992.99)	294.30	1,091.64	990.57	1,727.09	2,163.44	35,718.77			39,171.23	(13,171.23)	150.69	
504 - Equip. Exp/ PM	15,000.00	1,250.00	6,597.57	4,029.69	7,442.75	2,247.83	(305.39)	1,740.96	3,270.45	1,015.91	4,441.14	454.21			30,935.12	(15,935.12)	206.23	
505 - Tire Exp.	9,000.00	750.00								1,989.36					1,989.36	7,010.64	22.10	
506 - Medical Sup.	165,000.00	13,750.00	5,806.67	10,371.77	15,081.46	9,334.96	10,210.83	2,971.30	16,553.33	9,499.58	21,616.39	17,638.53			119,082.82	45,917.18	72.17	
507- Oxygen	6,000.00	500.00	290.72	394.85	257.71	425.69	259.38	297.78	318.21	231.21	309.28	162.00			2,945.83	3,054.17	49.10	
<b>500 Sub Total</b>	<b>361,000.00</b>	<b>30,083.33</b>	<b>22,517.13</b>	<b>24,822.29</b>	<b>33,257.21</b>	<b>14,218.40</b>	<b>19,582.12</b>	<b>18,685.74</b>	<b>31,539.38</b>	<b>25,985.06</b>	<b>39,600.00</b>	<b>65,303.49</b>			<b>295,510.82</b>	<b>65,489.18</b>	<b>81.88</b>	
<b>600 Capital Expense</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>	
601 - Vehicle Replac	135,000.00	11,250.00				136,266.71									136,296.71	(1,296.71)		
602 - Equip Pur Repl	166,000.00	13,833.33	68,010.60		151,706.94	8,584.10	5,975.00		25,112.00		32,975.04	3,544.00			293,907.68	(127,907.68)	177.05	
603 - Capital Exp.	48,320.00	3,860.00										22,554.50			22,554.50	23,765.50	48.89	
<b>600 Sub Total</b>	<b>347,320.00</b>	<b>28,943.33</b>	<b>68,010.60</b>	<b>-</b>	<b>151,706.94</b>	<b>144,880.81</b>	<b>5,975.00</b>	<b>-</b>	<b>25,112.00</b>	<b>-</b>	<b>32,975.04</b>	<b>28,098.50</b>	<b>-</b>	<b>-</b>	<b>452,758.89</b>	<b>(105,438.89)</b>	<b>130.38</b>	
<b>700 Refund/Cont</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>	
701 - Refund Exp.	8,000.00	666.67			2,382.88	479.03	400.53	167.19	50.00	50.00	330.74	458.55			4,318.92	3,681.08	53.99	
702 - Misc. Exp.	15,000.00	1,250.00	1,420.91	1,072.42	288.66	1,830.65	7,392.90	1,511.38	1,384.68	1,367.06	5,284.24	4,997.11			26,550.01	(11,550.01)	177.00	
<b>700 Sub Total</b>	<b>23,000.00</b>	<b>1,916.67</b>	<b>1,420.91</b>	<b>1,072.42</b>	<b>2,651.54</b>	<b>2,309.68</b>	<b>7,793.43</b>	<b>1,678.57</b>	<b>1,434.68</b>	<b>1,437.06</b>	<b>5,614.98</b>	<b>5,455.66</b>	<b>-</b>	<b>-</b>	<b>30,868.93</b>	<b>(7,868.93)</b>	<b>134.21</b>	
<b>800 Training</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>	
801 - Crew Training	35,000.00	2,916.67	517.47	(521.83)	(1,006.72)	4,170.93	1,051.99	(472.76)	7,967.21	4,289.27	3,584.03	6,108.78			25,668.57	9,311.43	73.40	
802 - Community Training	12,000.00	1,000.00														12,000.00		
803 - Training Equip/AEDs	20,000.00	1,666.67	1,830.00					534.87							2,364.87	17,635.13	11.82	
804 - Medic/EMT program			9,675.00		1,750.00							69,451.21			80,876.21	(80,876.21)		
805 - Training Instructors																		
<b>800 Sub Total</b>	<b>67,000.00</b>	<b>5,583.33</b>	<b>12,022.47</b>	<b>(521.83)</b>	<b>743.28</b>	<b>4,170.93</b>	<b>1,051.99</b>	<b>62.11</b>	<b>7,967.21</b>	<b>4,289.27</b>	<b>3,584.03</b>	<b>75,559.99</b>	<b>-</b>	<b>-</b>	<b>109,929.65</b>	<b>(41,929.65)</b>	<b>162.58</b>	
<b>900 Reimbursed Expenses</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>	
901 - Misc Reimbursed Expenses	20,000.00	1,666.67	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00			10,000.00	10,000.00		
<b>900 Sub Total</b>			<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>-</b>	<b>-</b>	<b>10,000.00</b>	<b>10,000.00</b>		
<b>Expense Grand Total</b>	<b>6,592,351.55</b>	<b>549,362.63</b>	<b>511,770.28</b>	<b>372,785.07</b>	<b>598,635.11</b>	<b>558,549.45</b>	<b>437,881.20</b>	<b>634,031.78</b>	<b>485,556.69</b>	<b>459,609.28</b>	<b>1,032,830.81</b>	<b>607,070.66</b>	<b>-</b>	<b>-</b>	<b>5,698,720.11</b>	<b>893,631.44</b>	<b>86.44</b>	
<b>Total Income</b>	<b>5,987,320.00</b>	<b>498,943.33</b>	<b>552,578.80</b>	<b>552,578.54</b>	<b>438,685.12</b>	<b>348,884.38</b>	<b>681,009.70</b>	<b>512,217.08</b>	<b>500,359.38</b>	<b>573,850.49</b>	<b>575,308.87</b>	<b>529,559.02</b>	<b>-</b>	<b>-</b>	<b>5,563,104.18</b>	<b>424,215.82</b>		
<b>Total Expense</b>	<b>6,592,351.55</b>	<b>549,362.63</b>	<b>511,770.28</b>	<b>372,785.07</b>	<b>598,635.11</b>	<b>558,549.45</b>	<b>437,881.20</b>	<b>634,031.78</b>	<b>485,556.69</b>	<b>459,609.28</b>	<b>1,032,830.81</b>	<b>607,070.66</b>	<b>-</b>	<b>-</b>	<b>5,698,720.11</b>	<b>893,631.44</b>		
<b>Net Profit / (Loss)</b>	<b>(605,031.55)</b>	<b>-</b>	<b>40,881.52</b>	<b>179,793.47</b>	<b>(161,949.99)</b>	<b>(209,665.07)</b>	<b>543,128.50</b>	<b>(121,814.70)</b>	<b>14,802.69</b>	<b>114,241.23</b>	<b>(457,521.94)</b>	<b>(77,511.64)</b>	<b>-</b>	<b>-</b>	<b>(135,615.93)</b>	<b>(469,415.62)</b>		



MARION COUNTY AMBULANCE  
TREASURY REPORT

10/31/2023

Receipts

Sales Tax	189,912.97
Marion Co. Service Charges	241,601.45
GEMT	36,420.19
Ralls Co. Contract	51,833.66
Edward Jones	3,800.00
F & M	66.41
Hannibal National Bank	75.62
HomeBank	-
Commerce CD int.	432.33
Other interest	20.07
Training	-
U. S. Cellular fees	556.20
Misc. Income	4,840.12
University contract	-
Payroll Liabilities	4,604.55
<b>Total Receipts</b>	<b>534,163.57</b>

EXPENDITURES

100-Administration expenses	65,768.77
200-Crew Salaries	238,054.62
300-Taxes, insurances, prof. exp.	112,605.55
400-Building expenses	17,224.08
500-Vehicle expense	65,303.49
600-Capital expenditure	26,098.50
700-Misc. expenses	5,455.66
800-Training expenses	75,559.99
900-Reimbursed Expenses	1,000.00
Ralls Co. Collector	-
Pinnacle	-
<b>Total Expenditures</b>	<b>607,070.66</b>

Receipts Less Expense: (72,907.09)

Carried Balance	3,586,622.02
Fund Bal. 10/31/2023	<b>3,513,714.93</b>

CHECKING & INVESTMENTS

Commerce Checking	939,840.49
Money Market	267,206.39
Investments	2,300,368.05
Retiree account	6,300.00
<b>Total Checking &amp; Investments</b>	<b>3,513,714.93</b>

INVESTMENTS

F & M	53,727.61	9/17/2024
F & M	105,717.81	7/14/2024
F & M	103,922.63	7/17/2024
Homebank	100,000.00	5/14/2024
Homebank	100,000.00	1/23/2024
HNB	100,000.00	6/27/2024
HNB	100,000.00	12/18/2023

Edward Jones:

PNC Bk Natl Assn Wilmington	95,000.00	12/8/2023
Hancock Whitney BK Gulfport	99,000.00	5/24/2024
Truist BK Charlotte NC	99,000.00	2/21/2024
CIBC Bank USA Chigago IL	56,000.00	6/21/2024
Morgan Stanley BK N A	95,000.00	11/17/2023
Citizens BK NA Providence RI	100,000.00	4/25/2024
Wells Fargo BK N A Sioux Falls	100,000.00	12/5/2023
Sallie Mae BK Salt Lake	98,000.00	12/15/2023
Truist BK Charlotte NC	100,000.00	7/12/2024
Goldman Sachs BK USA NY	95,000.00	10/4/2024

Commerce CDs

Cross River Bank	100,000.00	10/30/2024
State Bank India	100,000.00	6/28/2024
John Marshall	100,000.00	5/13/2024
Wells Fargo Bank NA	100,000.00	12/29/2023
Oceanfirst Bank NA	100,000.00	6/24/2024
Eaglemark Savings Bank	100,000.00	6/20/2024
PNC Bank NA	100,000.00	1/11/2024

2,300,368.05

	9/16/2023-9/29/2023	9/30/2023-10/13/2023	October
Regular Pay	\$ 103,951.94	\$ 103,656.85	\$ 207,608.79
Overtime	\$ 27,885.60	\$ 22,502.66	\$ 50,388.26
Mandated Overtime	\$ -	\$ 1,127.00	\$ -
Vacation	\$ 8,285.04	\$ 6,759.00	\$ 15,044.04
LDT's	\$ 2,825.00	\$ 4,162.50	\$ 6,987.50
Sick Time	\$ 671.60	\$ 1,713.60	\$ 2,385.20
Holiday Pay	\$ -	\$ -	\$ -
Instructor	\$ 706.58	\$ 459.83	\$ 1,166.41
PR/Standby	\$ 5,856.25	\$ 3,468.75	\$ 9,325.00
Standby	\$ -	\$ -	\$ -
Incentives	\$ -	\$ -	\$ -
COVID-19	\$ -	\$ -	\$ -
Total	\$ 150,182.01	\$ 143,850.19	\$ 292,905.20
	\$ -		
Overtime Breakdown:			
Regular Overtime	\$ 14,122.59	\$ 11,915.14	\$ 26,037.73
Extra shifts	\$ 13,763.01	\$ 10,587.52	\$ 24,350.53
Total Overtime	\$ 27,885.60	\$ 22,502.66	\$ 50,388.26



**Marion County Ambulance District 2023 Budget**

	2023 Budget Amount		Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual Sept.	Actual Oct.	Actual Nov.	Actual Dec.	YTD Totals	Account Balances	%
<b>Income</b>																	
Sales Tax	2,575,000.00	214,583.33													-	2,575,000.00	-
GEMT	-	-													-	-	-
MCAD Service Charges	2,875,000.00	239,583.33													-	2,875,000.00	-
Contract Fees	638,000.00	53,166.67													-	638,000.00	-
Interest	25,000.00	2,083.33													-	25,000.00	-
U.S. Cellular Fees	5,600.00	466.67													-	5,600.00	-
Misc. Income	25,000.00	2,083.33													-	25,000.00	-
Education Income	25,000.00	2,083.33													-	25,000.00	-
UMMC contract	34,100.00	2,841.67													-	34,100.00	-
<b>Income Grand Total</b>	<b>6,202,700.00</b>	<b>518,891.67</b>													-	<b>6,202,700.00</b>	-
<b>Expenses</b>																	
<b>100 Administration</b>	<b>Annual Bud.</b>		<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>
101 - Telephone-Internet	30,000.00	2,500.00													-	30,000.00	-
102 - Postage	3,600.00	300.00													-	3,600.00	-
103 - Office Supplies	10,000.00	833.33													-	10,000.00	-
104 - Office Equipment	5,000.00	416.67													-	5,000.00	-
105 - Election Expense	1,000.00	83.33													-	1,000.00	-
106 - Advertising	2,000.00	166.67													-	2,000.00	-
107 - Admin. Sal.	710,000.00	59,166.67													-	710,000.00	-
108 - Education Sal.	62,000.00	5,166.67													-	62,000.00	-
109 - Soc. Security	60,000.00	5,000.00													-	60,000.00	-
110 - Cellular-Router Srvc	-	-													-	-	-
111 - Office Srvc Contracts	-	-													-	-	-
112 - IT Supplies/Hardware	5,000.00	416.67													-	5,000.00	-
<b>100 Sub Total</b>	<b>888,600.00</b>	<b>74,050.00</b>													-	<b>888,600.00</b>	-
<b>200 Hourly Salaries</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>
201 - Marion Co.	2,925,000.00	243,750.00													-	2,925,000.00	-
<b>200 Sub Total</b>	<b>2,925,000.00</b>	<b>243,750.00</b>													-	<b>2,925,000.00</b>	-
<b>300 Fixed Expenses</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>
301 - Soc Sec (Hrly)	220,000.00	18,333.33													-	220,000.00	-
302 - Workers Comp	108,000.00	9,000.00													-	108,000.00	-
303 - Auto Ins.	50,000.00	4,166.67													-	50,000.00	-
304 - General Liab.	95,000.00	7,916.67													-	95,000.00	-
307 - Medical Ins.	420,000.00	35,000.00													-	420,000.00	-
308 - Uniforms - PPE	15,000.00	1,250.00													-	15,000.00	-
309 - Legal & Prof.	7,000.00	583.33													-	7,000.00	-
310 - Audit Exp.	6,300.00	525.00													-	6,300.00	-
311 - Misc. Benefits	3,000.00	250.00													-	3,000.00	-
312 - Utility Exp.	55,000.00	4,583.33													-	55,000.00	-
315 - Billing Charge	345,000.00	28,833.33													-	345,000.00	-
316 - Medical Dir.	13,200.00	1,100.00													-	13,200.00	-
317 - Unemp. Exp.	1,000.00	83.33													-	1,000.00	-
318-Lease payment															-		#DIV/0!
<b>300 Sub Total</b>	<b>1,339,500.00</b>	<b>111,625.00</b>													-	<b>1,339,500.00</b>	-
<b>400 Build. &amp; Maint.</b>	<b>Annual Bud</b>	<b>Monthly Bud</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>	<b>Account Balances</b>	<b>%</b>
401 - Building Maintenance	40,000.00	3,333.33													-	40,000.00	-
402 - Building Supplies	8,500.00	708.33													-	8,500.00	-
403 - Building Expenses	25,000.00	2,083.33													-	25,000.00	-

2024 Marion budget.xls																		
404 - Radio Expenses	40,000.00	3,333.33															40,000.00	-
405 - Service Contracts	85,000.00	7,083.33															85,000.00	-
<b>400 Sub Total</b>	<b>198,500.00</b>	<b>16,541.67</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>198,500.00</b>	-
<b>500 Operational Expenses</b>																		
	Annual Bud	Monthly Bud	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Account Balances	%	
501 - Fuel & Oil	110,000.00	9,166.67													-	110,000.00	-	
502 - Vehicle Maint.	20,000.00	1,666.67													-	20,000.00	-	
503 - Vehicle Repair	30,000.00	2,500.00													-	30,000.00	-	
504 - Equipment Maintenance	35,000.00	2,916.67	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000.00	-	
505 - Tire Expense	5,000.00	416.67													-	5,000.00	-	
506 - Medical Supplies	150,000.00	12,500.00													-	150,000.00	-	
507 - Oxygen	4,000.00	333.33													-	4,000.00	-	
508 - Medical Equipment	100,000.00	8,333.33													-	100,000.00	-	
509 - Freight Charges	500.00	41.67													-	500.00	-	
<b>500 Sub Total</b>	<b>454,500.00</b>	<b>37,833.33</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>454,500.00</b>	-	
<b>600 Capital Expense</b>																		
	Annual Bud	Monthly Bud	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Account Balances	%	
601 - Vehicle Replacement	60,000.00	5,000.00													-	60,000.00	-	
602 - Medical Equipment	166,900.00	13,908.33													-	166,900.00	-	
603 - Base Equipment	8,000.00	666.67													-	8,000.00	-	
604 - Vehicle Equipment	2,000.00	166.67													-	2,000.00	-	
605 - Office / IT Equipment	21,000.00	1,750.00													-	21,000.00	-	
<b>600 Sub Total</b>	<b>257,900.00</b>	<b>19,575.00</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>234,900.00</b>	-	
<b>700 Other</b>																		
	Annual Bud	Monthly Bud	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Account Balances	%	
701 - Refund Exp.	6,000.00	500.00													-	6,000.00	-	
702 - Misc. Exp.	27,000.00	2,250.00													-	27,000.00	-	
<b>700 Sub Total</b>	<b>33,000.00</b>	<b>2,750.00</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>33,000.00</b>	-	
<b>800 Training</b>																		
	Annual Bud	Monthly Bud	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Account Balances	%	
801 - Training Equip-Supplies	40,000.00	3,333.33													-	40,000.00	-	
802 - Crew Training	30,000.00	2,500.00													-	30,000.00	-	
803 - Aed Program-Supplies	20,000.00	1,666.67													-	20,000.00	-	
804 - EMS Class Supplies	8,700.00	725.00													-	8,700.00	-	
805 - Outside Instructors	1,000.00	83.33													-	1,000.00	-	
806 - Community Training	5,000.00	416.67													-	5,000.00	-	
<b>800 Sub Total</b>	<b>104,700.00</b>	<b>8,725.00</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>104,700.00</b>	-	
<b>900 Reimbursed Expenses</b>																		
	Annual Bud	Monthly Bud	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Account Balances	%	
901 - Misc Reimbursed Expenses	1,000.00	83.33													-	1,000.00	-	
<b>900 Sub Total</b>			-	-	-	-	-	-	-	-	-	-	-	-	-	<b>1,000.00</b>	-	
<b>Expense Grand Total</b>	<b>6,202,700.00</b>	<b>514,933.33</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>6,202,700.00</b>	-	
			Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD	Act Bal	%	
<b>Total Income</b>	<b>6,202,700.00</b>	<b>516,891.67</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>6,202,700.00</b>	-	
<b>Total Expense</b>	<b>6,202,700.00</b>	<b>514,933.33</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	<b>6,202,700.00</b>	-	
<b>Net Profit / (Loss)</b>			-	-	-	-	-	-	-	-	-	-	-	-	-			

## Chief Report November 16, 2023<sup>th</sup>

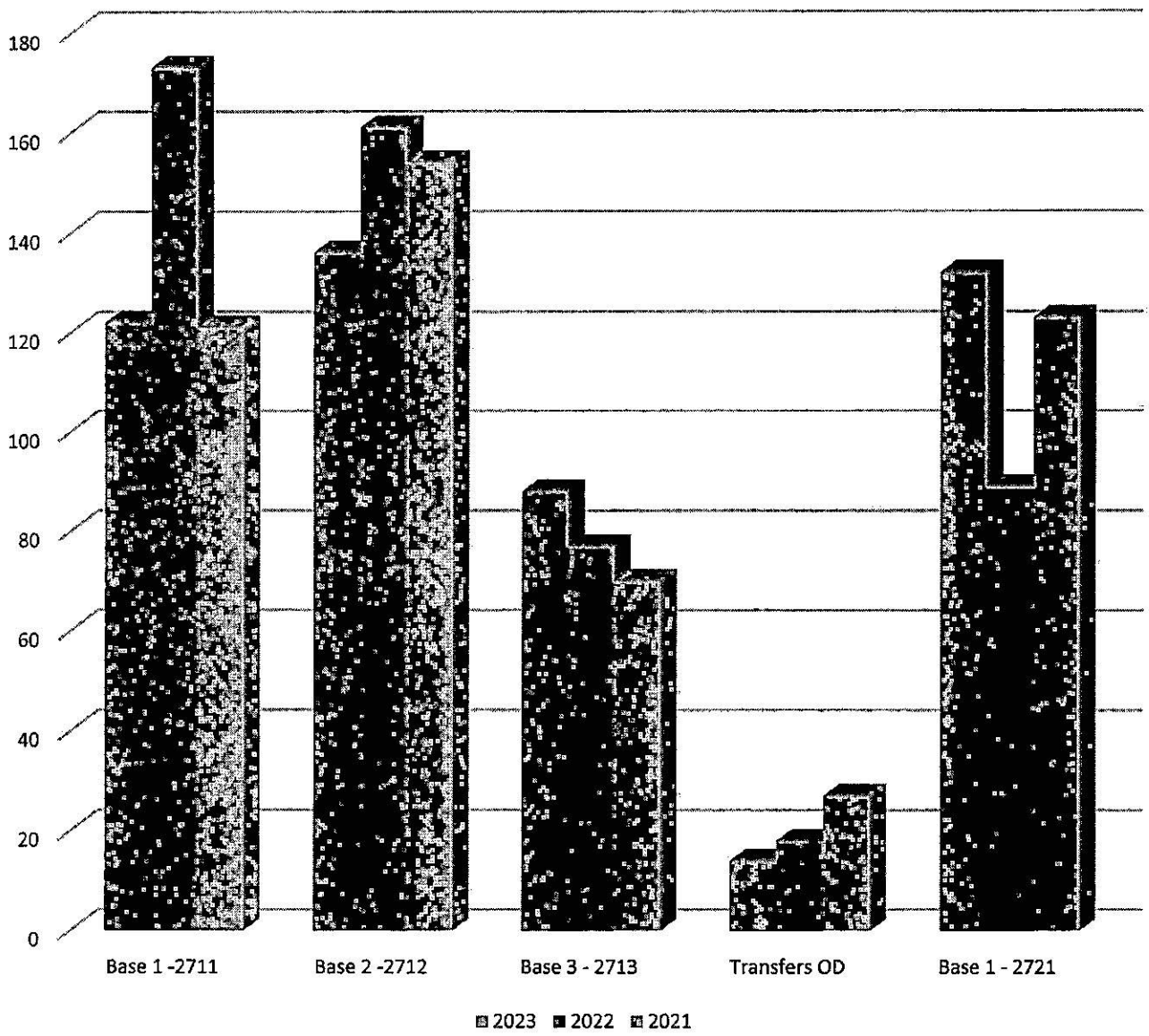
MCAD answered 492 calls for emergency service in October. Base 1 (Hannibal)- 2711 handled 122 calls, 2721 handled 132 calls, Base 2 (Hannibal) handled 136 calls, Base 3 (Palmyra) handled 88 calls, and we had 14 off-duty transfers.

We are still working to address the issue of 96 hour holds. Department head from each agency are organizing a meeting so everyone can discuss how things have changed and what we can do to improve them.

Larry Tharp is leaving the District after many years of service here. He has been taking care of the AED program, delivering supplies, routine maintenance, etc. for the past several years. His last day was 11/10. We have hired Patty Cheffey to fill the void in the AED program and routine issues. She will also be taking care of the website and social media outlets for the district.

Newton 360, the app for providing immediate employee feedback, is up and running. Crews have been trained and are getting acclimated to the system. With this app, supervisors can provide feedback, both positive and negative, on any observation or encounter they have with the employees. Employees can also rate the supervisors on any interactions they have as well.

### 2023 October Total Call Volume vs Prior Years



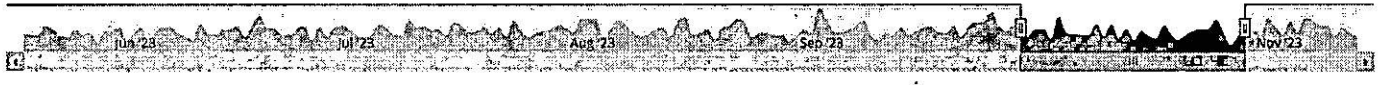
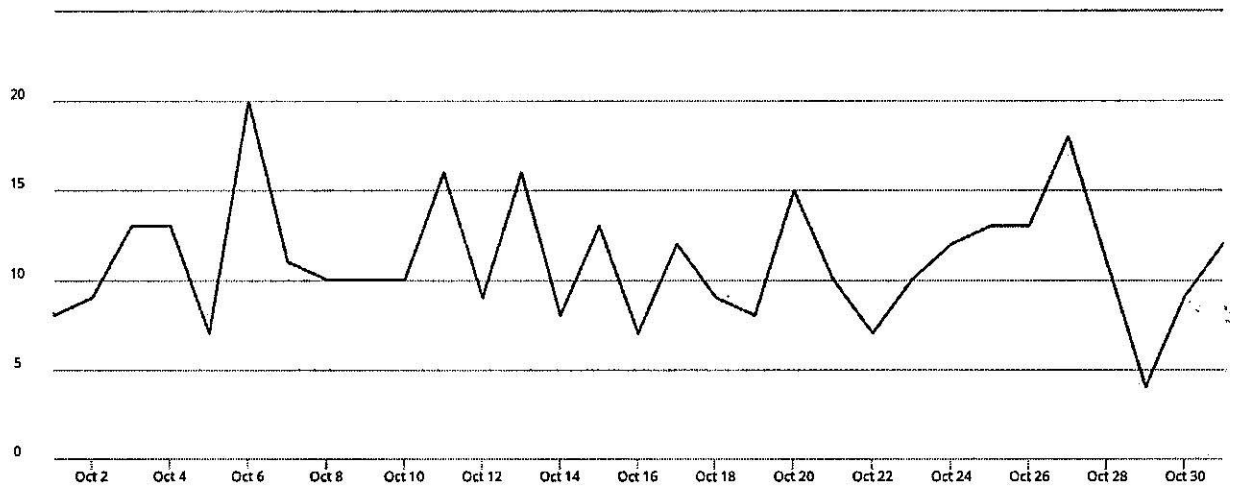
Custom ▾ Oct 1, 2023 - Oct 31, 2023 ▾

**343**

RECORDS  
In Selected Time Slice

**31**

DAYS  
In Selected Time Slice



Columns % Rows % Columns % All

Week Ending 10/1/23 10/8/23 10/15/23 10/22/23 10/29/23 11/5/23 11/12/23 11/19/23 11/26/23 12/3/23 12/10/23 12/17/23 12/24/23 Total

Destination	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
100 N. 11TH			1											1
2713		1												1
Barnes-Jewish Hosp: North Camp		2												3
Barnes-Jewish Hospital														1
Beth-Haven														2
Blessing Hospital	1	16	7	8	9	3								44
CenterPointe Hospital - Columbia														1
CenterPointe Hospital - St Charles				1	1	1								3
Country Aire Retirement Estates		1												1
Country View Nursing Facility, Inc.														2
Gateway Regional Medical Center														2
Hannibal Clinic														1
Hannibal Regional Hospital	7	52	58	52	59	12								240
Harry S Truman VA Medical Center														1
Home		2												4

Week Ending 10/1/23 10/8/23 10/15/23 10/22/23 10/29/23 11/5/23 11/12/23 11/19/23 11/26/23 12/3/23 12/10/23 12/17/23 12/24/23 Total

Home/Residen													1
Maple Grove Lodge				1									1
Mercy Hospital - St. Louis													1
Missouri Psychiatric Center	1		1										2
None				1									1
Northeast Regional Medical Cnt					1								1
PT Home	1												1
Pleasant View Estates					1								1
Private Residence	1		1										2
Quincy Medical Group						1							1
Residence						1							1
SSM Cardinal Glennon Children's Medical Center							1						1
SSM DePaul Health Center								1					1
SSM St. Joseph Hospital West	1												1
Saint Louis University Hosp					1								1
St. Louis Children's Hospital			1										1
St. Vincents Home			1										1
TWIN PINES						1							1
Tri-County Care Center								1					1
Univ. Missouri Med Cntr & Clinic							1						1
University Hospital and Clinics	4		3	1	2		1						11
home			1			1							2
pt home			1										1
Total	8	83	82	68	81	21							343



Custom v Oct 1, 2023 - Oct 31, 2023 v

70%

TRANSPORTS  
Percentage of Patient Encounters

18%

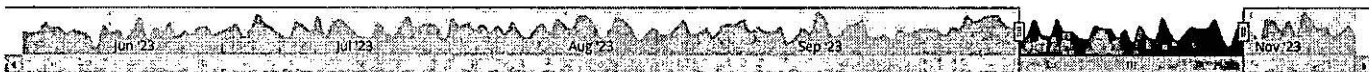
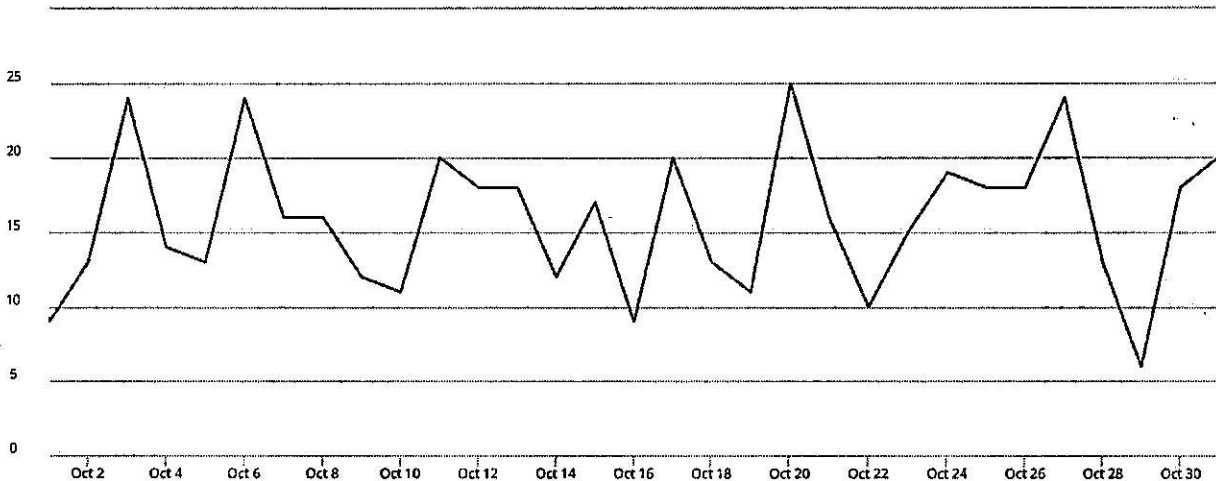
NON TRANSPORTS  
Percentage of Patient Encounters

12%

OTHER DISPOSITIONS  
Percentage of Patient Encounters

492

RECORDS  
In Selected Time Slice



Week Ending	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	12/3/23	12/10/23	12/17/23	12/24/23	Total
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Assist, Agency														1
Cancelled (Prior to Arrival at Scene)		10	2	5	3									20
Cancelled on Scene/No Patient Found		4	3	9	5	3								24
Patient Dead on Scene - No Resuscitation Attempted (Without Transport)		1	2	1										4
Patient Dead on Scene - Resuscitation Attempted (Without Transport)		1				1								2
Patient Refused Evaluation/Care (Without Transport)	1	12	10	13	14	6								56
Patient Treated, Released (AMA)		2	6	3	7	5								23
Patient Treated, Released (per protocol)		3	2	2		2								9
Patient Treated, Transferred Care to Another EMS Professional/Unit		1		3		1								5
Patient Treated, Transported by Law Enforcement				1										1
Patient Treated, Transported by Private Vehicle		3												3

Week Ending: 10/1/23 10/8/23 10/15/23 10/22/23 10/29/23 11/5/23 11/12/23 11/19/23 11/26/23 12/3/23 12/10/23 12/17/23 12/24/23 Total

Standby Public Safety, Fire, or EMS Operational Support Provided														
Transported Lights/Siren	1		3											4
Transported No Lights/Siren	7	83	82	64	81	21								338
Transported No Lights/Siren, Upgraded				1										
Total	9	120	108	104	113	38								492





# Quote

**Company Info:** Pediatric Emergency Standards, Inc.  
11870 State Rd 84 Suite C5  
Davie, FL 33325

**Expiration Date:** 11/16/2023  
**Quote Number:** Q-09951

**Phone:** (954) 944-1114  
**FAX:** (954) 653-3792

**Account Name:** Marion County Ambulance District  
**Account #:** 101220

**Client Contact:** Chris Dolbeare  
**Account Rep:** Michael Gener

**Bill To:** 3120 Hwy 61 N.  
Hannibal, MO 63401

**Ship To:** 142 JAYCEE DR.  
Hannibal, MO 63401

Product Code	Description	Quantity	List Price	Unit Price	Total
HMPS23	Customization and Setup for Handtevy Mobile (One Time Fee)	1.000	\$1,690.00	\$1,690.00	\$1,690.00
HMPA23	Annual access to Handtevy Mobile. Access to Medication Management Software, Unlimited Clinical Updates Included, Clinical and Technical support	1.000	\$3,990.00	\$3,990.00	\$3,990.00
HPB6100	Each Pediatric Bag includes: 7 Equipment Pouches Side Compartment Organizer	10.000	\$490.00	\$490.00	\$4,900.00
HPB302	Customized Medication & Equipment Guide Handtevy Length Based Tape Twenty (20) Badge Buddies	10.000	\$280.00	\$280.00	\$2,800.00
HVIC23	Handtevy Virtual Instruction Course- Individual Instructor	3.000	\$599.00	\$599.00	\$1,797.00
HPCP20	Handtevy Pediatric Provider Course (Handtevy Powered by Prodigy). For current Handtevy users.	65.000	\$20.00	\$20.00	\$1,300.00

**Subtotal** \$16,477.00  
**Total Price** \$16,477.00  
**Tax** \$0.00  
**Shipping and Handling** \$279.63  
**Total** \$16,756.63

To place an order, please email or fax a copy of the signed Quote and Purchase Order to: [Sales@Handtevy.com](mailto:Sales@Handtevy.com) or (954) 653-3792.

PES requires execution of a Purchase Order for all sales above \$5,000 before applicable freight and taxes. The undersigned, on behalf of Customer, represents that he or she has the authority to sign this Quote and/or Purchase Order, and is bound hereby and agrees to the terms, conditions and pricing denoted and attached. Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Customer may provide PES with a tax exemption certificate, if applicable.

It is our customers responsibility to provide the most up-to-date and accurate protocol set. Additional fees will apply in the event a protocol set was submitted in error once customization has been initiated.

<hr/> <p>(Print Name)</p> <hr/>	<hr/> <p>(Title)</p> <hr/>
<hr/> <p>(Authorized Signature)</p> <hr/>	<hr/> <p>(Effective Date)</p> <hr/>

**PEDIATRIC EMERGENCY STANDARDS, INC.**

**TERMS AND CONDITIONS**

**I. DEFINITIONS.**

- a. **"Agreement."** The Quote, these Terms and Conditions, and the Purchase Order or the signed Quote and these Terms and Conditions shall constitute an agreement of the parties and be collectively referred to as the "Agreement."
- b. **"Customer"** shall be identified as such on the Quote.
- c. **"Customer Data"** means data entered by Customer relating to its patients that is entered into or transmitted through the PES Apps.
- d. **"Customer Protocols"** means the medical practices, protocols, and guidelines adopted or used by Customer for patient care, including all drug concentrations, drug dosages, equipment sizes, and other practices adopted by Customer, formally or informally, from time to time.
- e. **"Customized"** or **"Customization"** means changes to the PES Apps created by PES at Customer's request and for Customer's benefit in order for Customer to operate the PES Apps in a manner consistent with Customer's Protocols.
- f. **"Customized Offerings"** means the PES Offerings that have been approved by Customer after Customization.
- g. **"Effective Date"** means the date Customer delivers a signed Purchase Order to PES.
- h. **"Initial Term"** means the thirteen (13) month period commencing on the Effective Date.
- i. **"PES"** means Pediatric Emergency Standards, Inc.
- j. **"PES Apps"** means the software application(s) licensed by Customer pursuant to this Agreement as referenced on the Quote.
- k. **"PES Materials"** means any durable goods provided by PES to Customer as identified in the Quote.
- l. **"PES Offerings."** The PES Apps, the PES Materials, and the PES Services are sometimes collectively referred to as the "PES Offerings."
- m. **"PES Services"** means professional services provided by PES to Customer as identified in the Quote, which may include Customization, education and training courses, and other support services.
- n. **"Purchase Order"** means a document signed by Customer evidencing acceptance of the Quote.
- o. **"Quote"** means an offer by PES to provide certain PES Offerings at a price and on terms set forth therein and in these Terms and Conditions. These Terms and Conditions are incorporated into the Quote.
- p. **"Renewal Term"** means a twelve (12) month period commencing on an anniversary of the Subscription Start Date in the event that Customer elects to renew this Agreement pursuant to Section 7(a) below.
- q. **"SaaS"** means software-as-a-service.
- r. **"Subscription Start Date"** means the date that is (i) thirty (30) days after the Effective Date, or (ii) such earlier date as agreed to in writing by PES and Customer.
- s. The **"Term"** shall begin on the Effective Date and continue until this Agreement is terminated or not renewed by either party in accordance with Section 7 below.
- t. **"User"** means any individual that is an employee of or is or works for a contractor of Customer and that uses PES Offerings, whether authorized by Customer to do so or not.

**2. LICENSE.**

- a. **License Grant.** Subject to the terms of this Agreement, beginning on the Effective Date and during the Term, PES grants Customer a personal, non-exclusive license to access and use the PES Offerings. With respect to PES Apps, such license shall be in object code form only.
- b. **Customization.** Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Between the Effective Date and the Subscription Start Date is a thirty (30) day grace period during which Customer shall complete the Customization process. Both PES and Customer will make reasonable efforts to ensure that Customer is "live" on the PES Apps as quickly as possible, however, in no event will the Subscription Start Date be modified for implementation delays due to Customer. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and

updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.

- c. **Improvements.** Customer agrees that any improvements or modifications to the PES Offerings shall belong to PES. Customer hereby grants, transfers and assigns (and agrees to grant, transfer and assign) to PES any and all of Customer's right, title and interest in and to such improvements or modifications. PES shall not be restricted in any manner in its use of any intellectual property created by it hereunder for Customer. The foregoing grant, transfer and assignment (and agreement to grant, transfer and assign) also applies to any enhancement or improvement recommended orally or in writing by Customer to PES.
- d. **Exclusions.** The foregoing license does not include the right to, and Customer has no right to: (i) decompile, reverse engineer, disassemble, print, copy or display the PES Offerings in whole or in part or otherwise reduce the PES Apps to a human perceivable form in whole or in part; (ii) publish, release, rent, lease, sublicense, loan, sell, distribute or transfer all or any portion of the PES Offerings to another person or entity; (iii) use or reproduce the PES Offerings for the use or benefit of anyone other than in connection with Customer's business enterprise; (iv) alter, modify or create derivative works of the PES Offerings in whole or in part; (v) use or permit the use of the PES Offerings for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party, or (vi) use the PES Offerings or any part or aspect thereof for any unlawful purpose or to mislead or harass anyone. Use of or access to the PES Offerings in violation of the terms hereof is strictly prohibited. The rights granted Customer hereunder do not constitute a sale of any PES Offerings. PES retains all right, title, and interest in and to the PES Offerings, including without limitation all software used to provide the PES Apps (and access via the SaaS), all graphics, user interfaces, logos and trademarks reproduced through the SaaS, and all goodwill associated with any of the foregoing, except to the limited extent of Customer's license during the Term as set forth herein. Customer's permission to access or use the PES Offerings may be limited or suspended immediately if, in PES's discretion, this Section or any other provision of this Agreement has been violated by Customer or any of its Users. Customer agrees that a violation of this Section will cause PES irreparable and immediate harm, and that PES is entitled to injunctive relief to prevent such violation. Customer recognizes that the PES Offerings are protected by copyright and other laws.

**3. FEES.**

- a. **Fees.** Throughout the Term, Customer shall pay PES the fees and other amounts (collectively, "Fees") for the PES Offerings as set forth in the Quote. Certain amounts set forth in the Quote, such as applicable taxes, duties, and shipping and handling fees for PES Materials, are estimates and may be subject to final pricing at the time of delivery. If applicable to Customer's business, Customer may provide PES with a tax exemption certificate.
- b. **Payment.** In the case of PES Apps, Fees shall be due in full on the Subscription Start Date and each anniversary thereof. In the case of courses, payment must be made IN FULL at least twenty-four (24) hours prior to the course start time. In all other cases, Fees are due within thirty (30) days of invoice.
- c. **Suspension of Services.** PES may suspend Customer's access to and use of the PES Offerings if Customer fails to timely remit payment or is otherwise in material default hereunder. Any notices of default/termination and suspension may be combined.
- d. **Discounts.** Items or services listed at no charge on a Quote are included as part of a package discount or a subscription offering. Customer is responsible for appropriately allocating the discount extended on package pricing when fulfilling any reporting obligations.
- e. **Fee Increases for PES Apps.** Fees for PES Apps may increase by up to five percent (5%) each year, in the sole discretion of PES. Customer will be notified of any Fee increase at least thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- f. **Fee Increases for PES Materials or PES Services.** PES may institute Fee increases for PES Materials and/or PES Services without notice to its

customers. Any such Fee increases would not be retroactively applied.

- g. **Taxes and Fees.** Fees payable to PES are exclusive of all foreign, federal, state, and local taxes, including, without limitation, applicable sales, use, duty, customs, withholding, property, value-added, or similar sales-like taxes, tax-like charges, fees and liabilities, and credit card processing fees (but not including taxes based on PES's income) ("**Taxes and Fees**"), all of which shall be the responsibility of Customer. To the extent permitted by applicable law, Customer is responsible for and will remit (or will reimburse PES upon PES's request) such Taxes and Fees as may be paid by PES on Customer's behalf.
- h. **Appropriation of Funds.** If Customer is a city, county or other government entity, the parties agree that Customer may terminate the PES Apps and PES Services at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds to enable Customer to acquire the PES Apps and/or PES Services for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid as of the end of such Customer's fiscal term. Moreover, Customer agrees to provide PES with reasonable documentation evidencing such non-appropriation of funds.
- i. **Third Party Payer.** If a third party pays some or all Fees on behalf of Customer ("**Third Party Payer**"), the Third Party Payer must submit a Purchase Order directly. Customer shall immediately pay (and shall remain jointly and severally liable) for payment if the Third party Payer does not timely pay the Fees.
- j. **Late Fees.** In the event that any Fees are not paid within thirty (30) days of when due, such overdue amounts may, in the sole discretion of PES and to the extent permitted by applicable law, accrue interest until paid in full at a rate equal to the lesser of (i) one and one-half (1.5%) percent per month, or (ii) the maximum legal rate. Customer's payment will not waive or extend any obligation of Customer to make ongoing payments, as and when due.
- k. **Audit Rights.** PES may reasonably audit Customer's use of the PES Offerings and charge Customer a higher Fee if Customer's usage includes facilities, Users, patient populations, or services beyond the scope determined in development of the Quote.
- l. **Supplemental Quotes and Purchase Orders.** PES and Customer may execute and exchange additional or supplemental Quotes and/or Purchase Orders that will be subject to these Terms and Conditions and become part of this Agreement.

#### 4. DELIVERY.

- a. **PES Apps.** PES shall provide Customer access to PES Apps through a reasonable system of electronic downloads. PES shall grant Customer access promptly following completion of the Customization process.
- b. **PES Materials.** Delivery dates for PES Materials are not guaranteed. In the absence of shipping instructions from Customer, PES will obtain shipping rates on the Customer's behalf and for Customer's account. Delivery shall be FOB PES, point of shipment, and title and risk of loss shall pass to the Customer once delivered to Customer's point of shipment. PES will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause including, but not limited to, acts of God, labor disputes, governmental authority or edict, war, civil unrest, terrorist acts, delays in manufacture, failure of Customer to obtain any required license or permit, or the inability of PES to obtain goods from its usual sources. Any such delay shall not be considered a breach of any obligation by PES, and the delivery dates shall be extended for the length of such delay.

#### 5. SERVICE LEVEL AGREEMENT.

- a. **Hosting.** PES shall be responsible for hosting and managing PES Apps.
- b. **Service Level Agreement.** For each calendar month during the Term, PES shall use commercially reasonable efforts to ensure that the PES Apps accessed by Customer via SaaS will maintain a level of uptime equal to or better than ninety-nine percent (99%) (the "**Service Level Agreement**" or "**SLA**"). "**Uptime**" will be calculated using the following formula:  $Uptime = (T - TNF) \times 100 / T$  where "T" is the total number of hours that the PES App(s) is typically used per month (determined by multiplying the number of hours per day that the PES App(s) is typically used by the number of days per week that the PES App(s) is typically used, and multiplying the result by 4-5 weeks in a month), and "**TNF**" is the number of hours the PES App(s) or any component of the PES App(s) licensed by Customer under the applicable Purchase Order is not functional or otherwise unavailable

during the month for any reason other than Scheduled Downtime (as defined below) or as a result of the Permitted Exclusions (as defined below) (the hours calculated will only include those hours that the such PES Apps would typically be in use). If any material portion of the total functionality of the PES App(s) is unavailable for operational use, the PES App(s) will be considered down from the time that Customer notifies PES that a PES App(s) is non-functional and the time that such PES App(s) is serviced and made available for use. A minimum of ninety-nine percent (99%) performance is based on the network hardware being operational.

A PES App will be not considered down if the reason for the unavailability is a result of: (i) Scheduled Downtime or (ii) a Permitted Exclusion.

If the SLA is not met in any calendar month (other than as a result of Scheduled Downtime or a Permitted Exclusion), PES shall provide Customer, as its sole and exclusive remedy, a credit equal to two percent (2%) of the prorated monthly Fee for the month that the PES App(s) was unavailable (the "**Prorated Monthly Fee**"), plus an additional one percent (1%) of the Prorated Monthly Fee for each one percent (1%) that applicable Uptime is less than 99%, up to an aggregate maximum credit of six percent (6%) of the Prorated Monthly Fee. PES shall calculate Uptime and any service level downtime using its system logs and other records.

- c. **Scheduled Downtime.** If PES determines that it must intentionally interrupt the PES Apps or that there is a potential for the PES Apps to be interrupted to conduct system maintenance (collectively, "**Scheduled Downtime**"), PES will use good-faith efforts to notify Customer of such Scheduled Downtime at least forty-eight (48) hours in advance, and will use commercially reasonable efforts to ensure that Scheduled Downtime occurs during the hours of 12:00 a.m. to 6:00 a.m. Central Time.
- d. **Permitted Exclusions.** Notwithstanding any other provision of this Agreement to the contrary, performance issues resulting from any of the following shall be considered a "**Permitted Exclusion**" for purposes of the SLA: (i) any force majeure or other event caused by factors outside of PES's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) any third party or Customer-provided network, hardware, device or equipment failure; or (iv) general Internet operations problems. PES shall only be responsible for hardware and software upon which its PES Apps are hosted and its internet service provider up to the point its internet service provider connects with the public internet. Customer-provided network hardware support (i.e. file servers, workstations, hubs, routers, etc.) is the responsibility of Customer.
- e. **Customer Must Request Service Credit.** To receive a credit pursuant to Section 5(b), Customer must notify PES by email or otherwise in writing of its request, with receipt confirmation, within thirty (30) days of service interruption.

#### 6. CUSTOMER DATA / PRIVACY.

- a. **Ownership and Use of Data.** Except as provided below, unless it receives Customer's prior written consent, PES shall not: (i) access, process, or otherwise use Customer Data; or (ii) intentionally grant any third party access to Customer Data, including without limitation, PES's other customers, except PES subcontractors that are subject to a reasonable nondisclosure agreement. As between PES and Customer, all Customer Data shall be owned by Customer. Notwithstanding the foregoing, PES may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or by proper legal or governmental authority. To the extent that it is not prohibited from doing so by law or the terms of such legal or governmental demand, PES shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- b. **Anonymized Data.** Notwithstanding any provision herein, PES may use, reproduce, license, or otherwise exploit Anonymized Data, provided that Anonymized Data does not contain and is not PHI (as defined in the Health Insurance Portability and Accountability Act or 1996 and its related regulations, as each may be amended). "**Anonymized Data**" means Customer Data with PHI and the names and addresses of Customer and its Users removed.

#### 7. TERM; TERMINATION.

- a. **Renewal Upon Payment of Fees.** Thirty (30) days prior to each anniversary of the Subscription Start Date, PES shall invoice Customer for Fees for the next twelve (12) month period. Payment of such Fees by Customer shall constitute a renewal of this Agreement for an additional twelve (12) month Renewal Term, during which time this Agreement may only be terminated

either (i) by mutual agreement of the parties, or (ii) for Cause pursuant to Section 7(c) below.

- b. **Non-Renewal.** Customer may elect not to pay Fees for a Renewal Term, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect. PES may elect not to renew this Agreement for a Renewal Term by providing Customer with at least thirty (30) days advance written notice, in which event this Agreement and Customer's access to the PES Apps shall terminate at the end of the Initial Term or Renewal Term then in effect.
- c. **Termination for Cause.** Either party may terminate this Agreement, and Customer's use of the PES Offerings, for "Cause" in the event that:
- Either party breaches a material provision of this Agreement (which shall include non-payment of Fees) and such breach is not cured within 30 days after written notice is provided to the breaching party. Customer's access to the PES Offerings may be suspended during the 30-day cure period if the breach would cause potential damage to PES or otherwise renders Customer's continued use thereof unsafe;
  - Either party files a petition in bankruptcy, whether voluntary or involuntary, or an assignment for the benefit of creditors, in which event termination shall be effective immediately; or
  - Customer breaches or threatens to breach any of the provisions of: (A) Section 2(d) with respect to exclusions to Customer's license hereunder; or (B) Section 10 regarding confidentiality. Termination pursuant to this Section 7(c)(iii) shall be immediate upon written notice by PES.
- d. **Purchase Order Cancellation or Change.** After the Effective Date, Purchase Orders may not be cancelled, changed, suspended or deferred without the express, written consent of PES. Customer agrees to pay all Fees and costs associated with any cancellation, change, suspension or deferral of a Purchase Order including, without limitation, for PES's Customization work and PES's efforts to mitigate damages. If PES agrees to allow cancellation of a Purchase Order, then this Agreement shall terminate as of the date of such mutual agreement, otherwise, this Agreement and Customer's obligation to pay Fees shall continue for the remainder of the Term.
- e. **Returns.** PES Materials may be returned for a refund within thirty (30) days of the delivery date; provided, that returned PES Materials will not be accepted if they have been used or are not in good condition. Customized PES Offerings are non-refundable. If accepted, returned PES Materials are subject to a fifteen percent (15%) restocking fee. Return shipping fees are Customer's responsibility. If Customer desires to return PES Materials, Customer must first call PES Customer Service at 866.867.3192 and obtain a Return Goods Authorization Number (RGA#). Customer must then repackage PES Materials and mail them to Pediatric Emergency Standards, Inc., 11870 State Road 84, Suite C5, Davie, Florida 33325. PES Materials that are returned without prior authorization will be refused, and the carrier will charge Customer freight in both directions. If PES accepts returned items and issues a refund pursuant to this Section, then this Agreement shall terminate as of such refund date.
- f. **Effect of Termination.** Upon any termination of this Agreement pursuant to this Section 7, Customer's license to use and access to the PES Offerings will immediately cease and all Fees due hereunder shall be immediately due and payable; provided, however, that, in the event Customer terminates this Agreement pursuant to Section 7(c)(i) as a result of an uncured breach by PES or pursuant to Section 7(c)(ii) in the event PES files a petition in bankruptcy or makes an assignment for the benefit of creditors, then Customer shall be relieved of any further obligation to pay Fees and PES shall refund to Customer prorated Fees already paid by Customer for the remainder of the Term. The applicability of certain provisions in this Agreement shall survive termination as set forth in Section 18(e) below.
8. **SERVICE AND REPAIRS.** Updates to the PES Apps shall be made available to Customer at no additional charge. All service and/or repairs are performed wholly or in part at the discretion of PES. PES Materials damaged in delivery will be replaced at no cost to the Customer. Damage caused by wear and tear, abuse or accident is at the expense of Customer. The remedies provided herein are exclusive.
9. **DISCLAIMERS.**
- a. **Disclaimer of Warranties.** EXCEPT AS PROVIDED HEREIN, THE PES OFFERINGS ARE PROVIDED ON AN "AS IS" BASIS, AND PES

EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES RELATED THERETO, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND OTHERWISE.

- b. **Disclaimers regarding Technology.** Customer acknowledges that accessing data online involves risks of unavailability of information and Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining and securing its connections to the Internet. PES makes no representations to Customer regarding the reliability, performance or security of any network or provider. PES cannot control the flow of data to or from its network and other portions of the internet as such flow depends, in large part, on the performance of internet service providers or third parties. At times, actions or inactions of such third parties may impair or disrupt Customer's connections to the internet (or portions thereof). Accordingly, PES disclaims any and all liability resulting from or related in any way to any unavailability of a PES App, including as a result of Scheduled Downtime or a Permitted Exclusion, and Customer acknowledges that its sole remedies in any such event are as set forth in Section 5(b). For these reasons, Customer further agrees to instruct its Users and all medical personnel to have hard copies of Customer's Protocols and the PES Materials or other backup options immediately available at all times in case access to the PES Apps is interrupted or otherwise becomes unavailable.
- c. **Disclaimers regarding Clinical Content.**
- PES makes no representations or warranties with respect to the clinical content contained in the PES Offerings and in the Customized Offerings approved by Customer.
  - Clinical guidelines and related clinical content contained in the PES Offerings must be approved by Customer pursuant to the Customization process prior to use in connection with patient care. Customer shall have an ongoing obligation to monitor and update the Customized Offerings to ensure consistency with Customer's Protocols, as Customer's Protocols may evolve over time. Customer shall submit a written request to PES for prompt revision and updating of the Customized Offerings when Customer or its medical staff, employees and/or contractors make modifications to Customer's Protocols.
  - Customer hereby acknowledges that the Customized Offerings are not a substitute for the judgment of licensed medical professionals. The Customized Offerings are tools that may assist medical professionals in the delivery of care to patients. All medical judgments are reserved to licensed clinicians. Failure to render care consistent with recognized standards of care may result in injury to the patient.
  - Customer must determine for itself whether the PES Offerings will meet its needs, and PES makes no representations or warranties in that regard.
10. **CONFIDENTIALITY.**
- a. **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means: (i) any non-public information of PES or Customer including, without limitation, information regarding the PES Offerings, information relating to current and planned products and services of PES and its technology, techniques, know-how, research, engineering, designs, finances, accounts, procurement requirements, manufacturing, customer lists, business forecasts and marketing plans; (ii) PES's security controls, policies, procedures, audits, or other information concerning PES's internal security posture; (iii) patient information obtained by Customer; (iv) any other information of a party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; and (v) this Agreement, including the Quote. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the other party's possession at the time of disclosure; (B) is independently developed without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of a party's improper action or inaction; (D) is approved for release in writing by the disclosing party; or (E) is required to be disclosed by law.
- b. **Nondisclosure.** The parties shall not use Confidential Information for any purpose other than to fulfill their respective obligations under this Agreement. Each party: (i) shall ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein; and (ii) shall not disclose Confidential Information to any third party without prior written consent from the disclosing party. Without

limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it becomes aware.

- c. **Injunction.** Customer agrees that breach of this Section would cause PES irreparable injury, for which monetary damages would not provide adequate compensation. In such instance, PES will be entitled to injunctive relief against such breach or threatened breach, without PES proving actual damages or posting a bond or other security, provided that if a judge determines that a bond is required, the parties agree that One Thousand Dollars (\$1,000) shall be a reasonable bond.
- d. **Open Records Laws and other Disclosure Requests.** PES acknowledges that Customer may be required to disclose certain Confidential Information if mandated by court order or, in the case of a Customer that is a governmental entity, pursuant to applicable open records laws or lawful public records requests. At such time as Customer becomes aware that it may be required to disclose Confidential Information, it agrees to (i) provide PES with prompt written notice in order to allow PES to protect its Confidential Information, object to the disclosure, and/or to seek a protective order, and (ii) cooperate with PES in such efforts. In addition to the obligations of this Section with respect to Confidential Information generally, Customer agrees to provide additional protection to PES source code information pursuant to Section 10(e) below.

e. **Source Code.** THE SOURCE CODE FOR THE PES APPS SHALL BE CONSIDERED HIGHLY CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT AND MAY NOT, UNDER ANY CIRCUMSTANCE, BE DISCLOSED BY CUSTOMER TO ANY THIRD PARTY EXCEPT PURSUANT TO A VALID COURT ORDER.

f. **Return of Confidential Information.** Immediately upon termination of this Agreement or upon request, each party agrees to promptly return all Confidential Information and copies thereof belonging to the other party. If Customer is a governmental entity and required to retain certain Confidential Information after termination of this Agreement, then Customer shall retain only that portion of the Confidential Information that it is strictly required to retain under applicable law, return all other information to PES, and execute a reasonable non-disclosure agreement in connection with the retained Confidential Information.

#### 11. INFRINGEMENT.

- a. **IP Infringement.** PES shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable and actual attorney's fees) actually incurred or finally adjudicated as to any third party claim or action alleging that the PES Apps infringe or misappropriate any third party's patent, copyright, trade secret or other intellectual property rights enforceable in the applicable jurisdiction (each a "Claim").
- b. **IP Remedies.** If any PES Offering becomes, or in PES's opinion is likely to become, the subject of an infringement or misappropriation claim, PES may, at its option and expense, either (i) procure for Customer the right to continue using such PES Offering; (ii) replace or modify the PES Offering so that it becomes non-infringing; or (iii) terminate Customer's right to use the PES Offering and issue Customer a refund for any Fees for periods after such termination. Notwithstanding the foregoing, PES will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon: (A) any use of the PES Apps not in accordance with this Agreement or for purposes not intended by PES; (B) any use of the PES Offerings in combination with other products, equipment, software, or data not supplied or authorized by PES; (C) any use of any release of the PES Apps other than the most current release made available to Customer at no additional charge; or (D) any modification of a PES Offering made by any person other than PES or an authorized representative or agent thereof. In any such case Customer will defend PES from any such claim against PES.
- c. **Sole IP Liability.** This Section is PES's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement relating to the PES Offerings.
- d. **Procedures.** The party seeking indemnification (the "Indemnified Party") must give prompt written notice of such Claim to the other party (the "Indemnifying Party"), accompanied by copies of any written documentation regarding the Claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend, at its own expense and with its own counsel, any such Claim. The Indemnified Party will have the

right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party's prior written consent. The parties will cooperate in any settlement or defense and give each other full access to all relevant information, at the Indemnifying Party's expense.

12. **GOVERNMENT REGULATIONS.** Each party agrees to comply with all applicable import, export and anti-corruption statutes and regulations of the United States in connection with the manufacture, sale and distribution of the PES Offerings including, without limitation, the Foreign Corrupt Practices Act. Each party agrees to indemnify and hold harmless the other from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from a party's failure to comply with this Section and/or applicable laws, rules and/or regulations governing the PES Offerings.

#### 13. LIMITATION OF LIABILITY.

a. **LIMITATION OF DAMAGES.** UNDER NO CIRCUMSTANCES SHALL PES OR CUSTOMER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE PES OFFERINGS, AVAILABILITY OF DATA, STOPPAGE OF WORK, OR IMPAIRMENT OF OTHER ASSETS.

b. **LIMITATION OF LIABILITY.** PES'S MAXIMUM LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIVE (5) TIMES THE FEES PAID BY OR ON BEHALF OF CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

c. **Insurance.** Each party shall be responsible to carry insurance in appropriate amounts to cover the activities conducted by it under this Agreement. Upon written request, PES agrees to provide Customer with evidence of its insurance coverages.

#### 14. DISPUTE RESOLUTION.

a. **Limitation of Action.** Except for claims arising from Customer's non-payment or underpayment of amounts owed to PES, any and all claims arising out of or related to this Agreement shall be barred, unless instituted either (i) within two (2) years from the date that the complaining party knew or should have known of the facts giving rise to a claim, or (ii) the applicable Florida statute of limitations, whichever is shorter.

b. **Governing Law.** This Agreement and any claim or controversy arising hereunder (whether in contract, tort, or otherwise, including statutory, consumer protection, or common law) shall be governed by the laws of the State of Florida, without regard to conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any dispute, each party will bear its own attorneys' fees and costs.

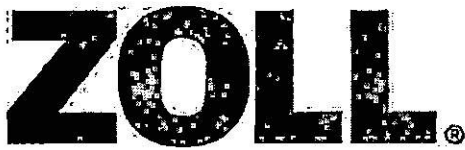
c. **Mediation.** In the event of any dispute, claim or disagreement arising out of or relating to this Agreement, the parties shall first submit the dispute, claim or disagreement to non-binding mediation administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Mediation Procedures. The place of mediation shall be Fort Lauderdale, Broward County, Florida. The mediation shall be conducted by one (1) mediator selected in accordance with AAA rules, unless the parties otherwise mutually agree to a panel of three (3) mediators.

d. **Binding Arbitration.** If the dispute, claim or disagreement is not resolved within sixty (60) days after the initial mediation meeting, then either party may submit the dispute, claim or disagreement to binding arbitration administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and, except as provided in Section 14(e) below, such arbitration shall be the sole means of dispute resolution. The place of arbitration shall be Fort Lauderdale, Broward County, Florida. The arbitration shall be conducted by one (1) arbitrator selected in accordance with the AAA rules, unless the parties otherwise mutually agree to a panel of three (3) arbitrators.

e. **Injunction.** Notwithstanding anything in this Agreement to the contrary, each party shall be entitled to seek injunctive or other equitable relief without first submitting the matter to mediation or arbitration in accordance

with the provisions of this Section 14, even if a similar or related matter has already been referred to mediation or arbitration in accordance with the terms of this Section 14. Venue for any action permitted to be brought in court under this Section shall be the appropriate state and federal courts located in Fort Lauderdale, Broward County, Florida.

15. **SEVERABILITY.** If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
16. **NOTICE.** Notices provided under this Agreement must be in writing and delivered to PES's or Customer's principal place of business as forth in the Purchase Order and/or Quote by: (a) certified mail, return receipt requested; (b) hand delivery; (c) e-mail with a confirmed read receipt; or (d) reputable overnight carrier service. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (d). The notice will be deemed given on the day the notice is received by the party receiving such notice.
17. **DESIGN CHANGES.** Except as otherwise agreed expressly in writing, PES may at any time furnish improvements to a product's design and/or construction. PES may also furnish suitable substitutes for materials that are unobtainable because of priorities or regulations established by governmental authorities or the non-availability of products from suppliers.
18. **MISCELLANEOUS.**
  - a. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed herein or therein; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event Customer issues User instructions, internal memoranda, or any other document addressing any of the PES Offerings, it is hereby specifically agreed and understood that such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
  - b. **Assignment & Successors.** Neither party may assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent, except that either party may, without the prior consent of the other, assign all its rights under this Agreement to (i) a purchaser of all or substantially all of its assets, or (ii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which either party is participating (collectively, a "Change in Control"); provided however, that the non-assigning party is given notice of the Change in Control and the assignee is not a competitor of the non-assigning party hereunder.
  - c. **Force Majeure.** No delay, failure, or default, other than a failure to pay Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate any unfulfilled Purchase Order.
  - d. **Waiver & Breach.** Neither party will be deemed to have waived any of its rights under this Agreement, unless it is an explicit written waiver made by an authorized representative. No waiver of a breach will constitute a waiver of any other breach.
  - e. **Survival of Terms.** Unless otherwise stated, all of PES's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the express their terms, fully to be performed during the Term shall survive the termination of this Agreement. Without limiting the foregoing, the provisions of Terms and Conditions Sections 2(d), 6, 9, 10, 13, and 14 shall survive any termination of this Agreement.
  - f. **Authority.** An individual executing or delivering a Quote or a Purchase Order hereunder acknowledges that he or she has the authority to act on behalf of the Customer or PES, as the case may be, and bind such party to the terms hereof.
  - g. **Signatures.** Electronic signatures on any portion of this Agreement (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures and are fully enforceable.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)

Quote No: Q-67665 Version: 2

Marion County Ambulance District  
3120 North Highway 61  
Hannibal, MO 63401

Quote No: Q-67665  
Version: 2

ZOLL Customer No: 102886

Issued Date: November 9, 2023  
Expiration Date: December 31, 2023

John Nemes  
573-221-5510  
[jnemes@mcadems.com](mailto:jnemes@mcadems.com)

Terms: NET 30 DAYS

FOB: Shipping Point  
Freight: Prepay & Add

Prepared by: Jason Fenton  
EMS Territory Manager  
[jfenton@zoll.com](mailto:jfenton@zoll.com)  
314-757-1974

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		7508-000035-01	X Series Advanced Upgrade Kit - NIBP, Pacing without Microphone	10	\$6,935.00	\$5,548.00	\$55,480.00

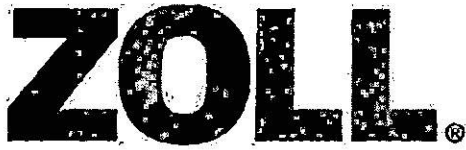
Subtotal: \$55,480.00

Total: \$55,480.00

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on December 31, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Marion County Ambulance District  
Quote No: Q-67665 Version: 2

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes    PO Number: \_\_\_\_\_    PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No    (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Marion County Ambulance District**  
Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ANNUAL RENEWAL OF  
AMBULANCE SERVICE AND  
ADMINISTRATIVE CONTRACT**

**I. PARTIES**

Marion County Ambulance District  
142 Jaycee Drive  
Hannibal, Missouri 63401  
Hereinafter referred to as "Marion"

Ralls County Ambulance District  
142 Jaycee Drive  
New London, Missouri 63459  
Hereinafter referred to as "Ralls"

**II. RECITALS**

Whereas, Marion and Ralls have had a long standing contractual relationship executed for the mutual benefit of both Parties, and

Whereas, both Parties do not want to undo the past accomplishments achieved by the joint working relationships, and

Whereas, the Parties further wish that in the interest of the public's health and safety that ambulance service continues to be provided as effectively as possible to both Counties, and

Whereas, if and when a separation should evolve, Marion wishes that any separation of the previously integrated services to be as amicable and as successful as possible and therefore is willing to accommodate Ralls' need for additional time;

Wherefore, the Parties have executed this Annual Renewal Agreement to the Parties' calendar year 2024.

**III. TERM/CANCELLATION/  
CONSEQUENCES OF FAILURE TO EXECUTE**

The effective date regardless of the date of execution shall be 1200 a.m. January 1, 2024. The term of this Agreement shall therefore be from January 1, 2024, 12:00 a.m. to 11:59 p.m. December 31, 2024; Either Party may cancel this extension by written advance thirty-day notice by certified letter to the other Party's known mailing address. If for some reason this Renewal Agreement is not executed on a timely basis prior to January 1, 2024, due to the requirements of 432.070 RSMo that all political subdivision contracts be in writing and executed by the parties, then the original proposed effective date shall remain 12:00 a.m. January 1, 2024 regardless of the ultimate date of execution.

**IV. AGREED BY RALLS**

1. Ralls will provide suitable buildings or shelters for their ambulances, wherever stationed, and will pay all costs and expenses in connection with said shelters and ambulances.
2. It is understood by both parties hereto that the money received by Marion shall only be used to meet the administrative expenses as anticipated in the contract year.
3. That the ambulances owned by the Ralls, wherever stationed, will be used primarily for Ambulance runs in Ralls County; that said ambulance will be used in the areas of the Marion/Pike/Audrain districts only in the event of mutual aid requests, whether emergent or inter-facility transfers.  
Further, that the other ambulances owned by the Marion shall be used to back up ambulances in Ralls County only on emergent calls closer to Marion's service area and mutual aid requests.

**V. CONSIDERATION/PERFORMANCE**

Marion shall continue to provide and coordinate administrative, supervisory, human resources, public relations, scheduling, truck/building maintenance, quality management, inventory, coding of bills, collections, secretarial services, crew training, and ambulance service for the area of Ralls located within the Hannibal School District or through mutual aid requests.

The monthly administrative reimbursement payment amount for the calendar year 202<sup>9</sup>~~3~~ was \$6000.00. In accord with Marion's 2024 budget, that cost shall increase to a monthly reimbursement amount of \$6416.67. Marion shall electronically retain all necessary records for services of Ralls. Revenues pertaining to Ralls, such as billing, refunds, etc., shall be directly deposited to Ralls accounts. Remittance for expenses by Ralls shall be drawn directly out of Ralls accounts by Marion administration. Marion administration further agrees to provide an annual budget for Ralls in the month of December for approval by the Ralls County Ambulance Board of Directors.

Marion County Ambulance District and Ralls County Ambulance District are separate districts and political subdivisions, and both parties shall be covered by liability insurance for the actions of employees of Marion and Ralls. Also, Ralls agrees to hold Marion harmless for any liability created by the actions of the employees of Ralls. Similarly, Marion agrees to hold Ralls harmless for liability for actions of the employees of Marion.

**VI. DUTY TO POSITIVELY PROMOTE A POSITIVE PUBLIC IMAGE OF THE OTHER PARTY/HANDLING OF COMPLAINTS/BOARD ATTENDANCE**

Both Parties hereby pledge, during the term of this Renewal Agreement, to in good faith promote a positive public image of the other Party. That Party shall promptly refer any complaint or comment to the Chief, Deputy Chief, Division Chief, or any Assistant Chief of Marion County.

**EXECUTION**

The effective date for this contract shall be January 1, 2024, 12:00 a.m. regardless of the date of execution.

**FOR THE MARION COUNTY AMBULANCE DISTRICT:**

*Dorothy Flake*  
Authorized Signature

11-16-23  
Date

*Cheryl Austin*  
Witness (Preferably the Board Secretary)

11-16-23

**FOR THE RALLS COUNTY AMBULANCE DISTRICT**

*James A. Woolson*  
Authorized Signature

11-15-23  
Date

*Cathy L. Whitley*  
Witness (Preferably the Board Secretary)

11-15-23

**AMENDMENT TO  
AMBULANCE SERVICE AND  
ADMINISTRATIVE CONTRACT**

**I. PARTIES**

Marion County Ambulance District  
142 Jaycee Drive  
Hannibal, Missouri 63401  
Hereinafter referred to as "Marion"

Ralls County Ambulance District  
  
New London, Missouri 63459  
Hereinafter referred to as "Ralls"

**II. RECITALS**

**Whereas**, Marion and Ralls have had a long standing contractual relationship executed for the mutual benefit of both Parties and an existing EMS management services contract effective January 01, 2024 which is hereinafter referred to as the "Master Agreement" and which is hereby incorporated by reference as if fully set out herein, and

**Whereas**, both Parties do not wish to undo in any way the past accomplishments achieved by this excellent joint working relationships and in fact wish to build upon this productive relationship, and

**Whereas**, the Parties further wish that in the interest of the public's health and safety that ambulance service continues to be provided as effectively as possible to both Counties, and

**Whereas**, staffing the New London base has become very problematical, and

**Whereas**, Marion can recruit more predictably scarce highly trained EMS personnel due to pay structure and available employee benefits, and

**Whereas**, more predictable staffing will improve confidence availability for both emergency and routine transports and in regard to the latter such staffing improvements will improve the relations of both Districts to Hospital facilities and their staffs, and

**Whereas**, this Amendment will mean significant improvement in the quantity and quality of services for residents of both Districts, and

**Whereas**, a careful analysis has revealed that this Amendment can be implemented largely on a revenue neutral basis;

**Wherefore**, the Parties have now executed this Amendment to the Master Agreement which in effect for calendar year 2024 .

### III. CONSIDERATION & PERFORMANCE

**A. Marion to Add or Relocate Eight (8) FTE's:** Marion, as soon as possible after the last execution of this Amendment, shall hire or relocate eight(8) additional full time equivalent employees to staff the Ralls New London base twenty-four hours a day, seven days a week. Marion has estimated that this additional staffing will cost Marion approximately \$561,000 additionally annually.

**B. Ralls to Pay Marion:** Marion shall invoice Ralls monthly for its actual added personnel costs to staff the New London base, said Invoice will be submitted electronically at the end of the latest expired month and to be paid by Ralls no later than the 10th of the Month following the invoiced month. Such invoices shall not exceed \$46,750 in any one month. In addition, Marion employees receive a county-funded pension distribution each year, which is based upon a combination of years of service and earnings for that year, therefore it must also be included in the annual employment contract. The pension tax rate assessed to Marion County in 2024 is .0477 cents per \$100 of valuation. Based upon the 2024 Ralls valuation of \$208,409,095, the same rate assessed in Ralls County would generate \$103,163.45 for a pension fund. With the New London base covering only half of the county, the pension tax necessary as a result of this contract is calculated at \$51,581.73 and has been shown as a separate line item on the budget for transparency.

**C. New London Staff to Be Marion Employees Exclusively and for All Purposes; Ralls to Be Held Harmless for Employment law Issues:** The New London staff contemplated by this Amendment shall at all times and for all purposes be exclusively considered to be Employees of Marion and only Marion and not Ralls, including by way of example only and not excluding the unstated, for purposes of recruitment, applications, background checks, licensure verification, orientation, probation, scheduling, supervision, disciplining, payroll, accounting, income tax, pension, Medicare and FICA withholding, workers' compensation, unemployment insurance, applicable employee benefits, and continuing or advancement education. Marion shall hold Ralls completely harmless for any employment law liability for Marion's New London based employees. Marion's New London employees shall be donned in Ralls or Marion uniforms, which in no way changes any provision found within this contract.

**D. Joint Employment Not Created; Right of Party to cancel if Ever an Adverse Administrative or Court Determination Thereon:** The Parties hereby intend in no way to create a Joint Employer liability under 29 CFR s 791.2 of the Fair Labor Standards Act's regulations and per the clear delineation of the lines of responsibility stated in Clause III-C supra. If there were ever an adverse administrative or court ruling to the contrary either Party may cancel this Amendment by means of a thirty day written notice to the other Party by means of certified mail mailed to the other Party's official business address. Such a cancellation shall be considered to be under the doctrine of illegality and or impossibility of performance and therefore the canceling Party shall be held completely harmless for such a cancellation and not in breach of contract for any purpose including any consequential damages to the other Party.

**E. Ralls' Perry Missouri Base Not Affected by this Amendment:** This Amendment is not intended by the Parties in any way to affect the staffing patterns or practices or any other aspect of EMS operations at the Ralls' Perry Missouri base. To minimize the potential for an adverse ruling on the Joint Employer relationship issue (see Clause III-D supra), the Parties will endeavor, to the extent possible, staff the Perry base with FT or "PRN" employees. Employees at the Perry base will generally be covered for Fair Labor Standards Act purposes by an "On Call Agreement", which is hereby incorporated by reference as if fully set out herein.

**F. Ralls Responsible for All Other Aspects, of EMS Operations at the New London Base:** Ralls shall remain responsible for all other aspects, other than staffing, of EMS operations at the New London base including by way of example only and not excluding the unstated, utilities, building maintenance, supplying and maintaining ambulance vehicle(s), handling Ralls' accounts payable, and Ralls' collections and receivables.

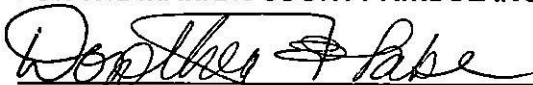
**G. Consideration and performance:** For personnel employed by both counties, any disciplinary action, including and up to termination, occurring in one county shall be simultaneously concurrent in the other.

#### IV. EFFECTIVE DATE, IMPLEMENTATION DATE, DURATION, RENEWALS

The effective date of this Amendment shall be the date of last execution below. The implementation of the staffing of the New London base with Marion employees shall be done as soon as practical thereafter, with Marion being the sole determiner of what is "as soon as practical". The term of this Amendment shall be coterminous with the "Master Agreement" and the terms of duration, termination (except for Clause III-C if ever applicable) and automatic renewals shall be the same as the "Master Agreement".

#### V. EXECUTION

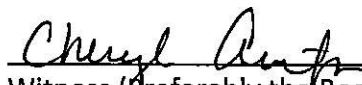
FOR THE MARION COUNTY AMBULANCE DISTRICT:



Authorized Signature

11-16-2023

Date



Witness (preferably the Board Secretary)

11-16-2023

FOR THE RALLS COUNTY AMBULANCE DISTRICT

James A. Woodman 11-15-23  
Authorized Signature Date

[Signature]  
Witness (Preferably the Board Secretary)