

**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., August 23, 2016, 2016 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

**1. Call to Order**

Meeting called to order at 4:00 p.m.

**2. Invocation**

Led by Mr. Cole

**3. Pledge of Allegiance**

Led by Mr. Grice

**4. Roll Call**

Present:

Chris Grice  
Mark Cole  
Harold Posey  
Sandy Wagner  
Kenn Fawn  
Georgette Whatley

Not Present:

Bob Bagley

**5. Public Comment**

There were no comments from the public.

**6. Special Recognition –**

**Field** – Amanda Burkett

**Non Field** – Sara Horton

**Medical Director Awards –**

- ❖ Ryan Davenport, In Charge, Ryan Sheehan, Attendant, Ricky Wood, Supervisor (not present), Spencer Hall, PIII cardiac arrest case date of service 4/8/2016.

- ❖ Dirk Knehr, In Charge, Brad Vinson, Attendant and David Artificavitch, Supervisor (not present) for their actions caring for an asthma patient on 7/26/16.
- ❖ Clinical Excellence Award for Sherry Sullivan, Supervisor and Kevin Crocker, Supervisor for their actions caring for a respiratory distress cancer patient on 4/30/16.

**7. Consider and act on ratification of contracts with additional network providers for indigent care. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of contracts with additional network providers for indigent care. Mr. Fawn offered a second and motion passed unanimously.

**8. Presentation of Workers Compensation Dividend payment by Ms. Barbara Marzean with VFIS. (Mr. Grice, Treasurer – MCHD Board)**

Mrs. Barbara Marzean with VFIS and Ms. Liz Brock with Texas Mutual made a presentation to MCHD board the Workers Compensation Dividend payment in the amount \$127,609.75.

**9. Receive report from Mr. Fred Greene, Senior V.P., Portfolio Manager of Woodforest Financial Services, Inc. regarding Tobacco Settlement Permanent Trust Account and MCHD CD Investments, consider and take action if necessary.**

Mr. Fred Greene, Senior V.P., Portfolio Manager of Woodforest Financial Services, Inc. made a presentation regarding Tobacco Settlement Permanent Trust Account and MCHD CD Investments.

**10. CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters.**

Mrs. Melissa Miller, COO presented a report to the board.

**11. Consider and act on the resolution to amend Montgomery County Hospital District Purchasing Policy. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Cole made a motion to act on the resolution to amend Montgomery County Hospital District Purchasing Policy as set forth in the board packet, with the exception of page 17 item 2 expenditures needs to be updated to \$50,000 dollars. Mr. Grice offered a second.

Mr. Fawn offered an amendment for the original motion to include all contract changes that should be totaled and no contract change or attempted change in \$25,000 aggregate, correction of language in salvage contract section as discussed, and no more piece meal of purchases totaling over \$25,000.

Mr. Fawn made a motion to table the approval of agenda item 11 until suggested changes have been made to the purchasing policy. Ms. Whatley offered a second and motion passed unanimously.

**12. Consider and act on staff recommendation to policy HR 25-604 Educational Assistance/Reimbursement. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to consider and act on staff recommendations to policy HR 25-604 Educational Assistance/Reimbursement. Mrs. Wagner offered a second and motion passed unanimously.

**13. EMS Director Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.**

Mr. Kevin Nutt, Assistant EMS Director of Operations presented a report to the board.

**14. Consider and act upon amendment to fire-communications agreement with City of Conroe for Conroe Fire Department. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn made a motion to approve the amendment to the Fire Communications agreement with the City of Conroe. Ms. Whatley offered a second. After discussion motion passed unanimously.

Mr. Cole made an amendment to original motion requesting that section 2.2 of the amendment to only strike out the first sentence of the original agreement. Mr. Fawn offered a second. After discussion motion passed unanimously.

**15. Consider and act on purchase of two (2) Tahoe's for FY 2016-2017 EMS use. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn made a motion approve MCHD purchase of two (2) Tahoe's for FY 2016-2017 EMS use from Freedom Chevrolet for \$71,512.00. Mr. Grice offered a second. After discussion motion passed unanimously.

**16. COO Report to include updates on infrastructure, facilities, radio system, warehousing, staff activities, community paramedicine, emergency management, and purchasing.**

Mrs. Melissa Miller, COO presented a report to the board.

**17. Consider and approve the sole source letter for dispatch console. (Mr. Bagley, Chair – PADCOM) (attached)**

Mr. Posey made a motion to consider and approve the sole source letter for dispatch console. Mr. Fawn offered a second and motion passed unanimously.

**18. Consider and approve the purchase of dispatch console. (Mr. Bagley, Chair – PADCOM) (attached)**

Mr. Posey made a motion to consider and approve the purchase of dispatch console. Mr. Grice offered a second and motion passed unanimously.

**19. Consider and act on construction of additional EMS covered parking. (Mr. Bagley, Chair – PADCOM) (attached)**

Mr. Posey made a motion to table agenda item no. 19.

**20. Consider and act on annual Cisco Network equipment renewal. (Mr. Bagley, Chair –**

**PADCOM) (attached)**

Mr. Posey made a motion to consider and act on annual Cisco Network equipment renewal. Mr. Grice offered a second and motion passed unanimously.

**21. Consider and act on Medical Supply Bid. (Mr. Bagley, Chair – PADCOM Committee) (attached)**

Mr. Posey made a motion to consider and act on Medical Supply Bid. Mr. Fawn offered a second and motion passed unanimously.

**22. Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.**

Mrs. Ade Moronkeji, HCAP Manager presented a report to the board.

**23. Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. Mr. Grice offered a second and motion passed unanimously.

**24. Consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. (Mrs. Wagner, Chair – Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of voluntary contributions to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims processed by Boon Chapman. Ms. Whatley offered a second and motion passed unanimously.

**25. Presentation of preliminary Financial Report for ten months ended July 31, 2016 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

Mrs. Linda Tucker, Accounting Manager presented the financial report to the board.

**26. Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer - MCHD Board)**

Mr. Grice made a motion to consider and act on ratification of payment of District invoices. Ms. Whatley offered a second and motion passed unanimously.

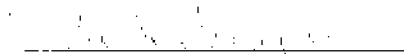
**27. Secretary's Report - Consider and act on minutes for the July 26, 2016 Regular BOD meeting and August 9, 2016 Special BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on minutes for the July 26, 2016 Regular BOD Meeting. Ms. Whatley offered a second and motion passed unanimously.

Mrs. Wagner made a motion to consider and act on minutes for the August 9, 2016 Special BOD meeting. Ms. Whatley offered a second and motion passed unanimously.

## **28. Adjourn**

Meeting adjourned at 5:34 p.m.

  
\_\_\_\_\_  
Sandy Wagner, Secretary



Department  
Human Resources

**EDUCATIONAL  
ASSISTANCE/REIMBURSEMENT**

Policy Number  
HR 25-604

Page 1 of 2

CAAS Reference Number

**I. PURPOSE**

To provide a uniform guideline that will assist employees who wish to enhance their career opportunities through Continuing Education courses and academic achievement.

**II. POLICY**

MCHD recognizes the importance of academic achievement of its employees. It further recognizes that such achievement can be a definite asset to the organization's objectives and long term goals.

1. College Courses

a) Eligibility

- Full time employee in good standing
- Must have completed one year of service with organization
- Must commit to one year of service following completion of course. Employees failing to complete one year of full time service following course completion will be required to pay back a pro-rated portion of the amount or be ineligible for future employment.

b) Requirements

- A "Request for Educational Assistance" form is available in Human Resources. It must be completed and submitted to Human Resources prior to the beginning of the course.
- Course must be career-enhancing or meet the employment needs of MCHD. Electives and required subjects are covered if taken as part of a relevant degree plan.
- Approval will be granted only for courses approved by the Texas higher education coordinating board (Associates, Bachelors, Masters or PhD's) offered by a college, university, and/or junior college.
- Attendance in the course must not interfere with the employee's job. Employee is responsible for making accommodations with their manager to satisfy work hours.

c) Reimbursement

Reimbursement will be made at 80% for coursework applicable to the current position or potential future assignment.

The initial approval of a course study does not obligate MCHD to future/continued approval of courses in that course of study. Approvals are only valid for the course and semester given.

In order to receive reimbursement for tuition and fees, (excludes registration fees, books, lab fees, commuting, parking charges, "out-of-district" surchargebooks) the employee must complete the course with a grade "C" or better. The District reserves the right to limit reimbursement for tuition to private institutions to that which would be reasonable and customary for a public college or university.

**The maximum benefit per fiscal year is \$2,500,000 per employee with a lifetime maximum employee benefit not to exceed \$30,000. The maximum amount is subject to appropriations approved by the MCHD Board in the annual budget. In the event that requests exceed budgeted funds, reimbursement will be made in an equitable manner to be determined by the review committee and approved by the CEO.**

The "Application for Reimbursement" portion of the "Request for Educational Assistance" must be completed and submitted to Human Resources within ~~6~~ six weeks after completion of the course.

Employees who terminate employment within the course of the semester are not eligible for reimbursement.

**Reimbursement schedule**

Reimbursement will be made at 80% for coursework applicable to the current position or potential future assignment.

The initial approval of a course study does not obligate MCHD to future/continued approval of courses in that course of study. Approvals are only valid for the course and semester given.

2. Continuing Professional Education - Non-FIMS

Employees who have obtained professional certifications and who are required to complete a minimum number of credit hours in order to maintain their certifications may qualify for CPE reimbursement.

a) Eligibility

- Full time employee in good standing

b) Requirements

- CPE credits must apply toward meeting minimum required credits of certifications.
- Internal resources should be considered before external resources.
- Courses should be considered locally when available.
- Course must be pre-approved, job related ~~and~~ meet the employment

<b>Title of Policy</b> EDUCATIONAL ASSISTANCE/REIMBURSEMENT	<b>Policy Number</b> HR 25-604	<b>Page 2 of 2</b>
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needs of MCHD.

- Funding will be available as allocated in the current year budget.

- advance upon receipt of
- course completion documentation must be received within six weeks of course completion


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**Note:** The Clinical department will strive to offer in-house continuing education to fulfill EMS certification requirements.

References: Previously Policy # 10-604

Original Date MM/YYYY Review/Revision Date 10/2008, 10/13/2015 X Supersedes all Previous  Date Approved by the Board of Directors 11/17/2015
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 <b>Montgomery County Hospital District</b>	<b>EDUCATIONAL ASSISTANCE/REIMBURSEMENT</b>	<b>Page 1 of 2</b>
<b>Department</b>	<b>Policy Number</b>	<b>CAAS Reference Number</b>
<b>Human Resources</b>	<b>HR 25-604</b>	

**I. PURPOSE**

To provide a uniform guideline that will assist employees who wish to enhance their career opportunities through Continuing Education courses and academic achievement.

**II. POLICY**

MCHD recognizes the importance of academic achievement of its employees. It further recognizes that such achievement can be a definite asset to the organization’s objectives and long term goals.

1. College Courses

a) Eligibility

- Full time employee in good standing
- Must have completed one year of service with organization
- Must commit to one year of service following completion of course. Employees failing to complete one year of full time service following course completion will be required to pay back a pro-rated portion of the amount or be ineligible for future employment.

b) Requirements

- A “Request for Educational Assistance” form is available in Human Resources. It must be completed and submitted to Human Resources prior to the beginning of the course.
- Course must be career-enhancing or meet the employment needs of MCHD. Electives and required subjects are covered if taken as part of a relevant degree plan.
- Approval will be granted only for courses approved by the Texas higher education coordinating board (Associates, Bachelors, Masters or PhD’s) offered by a college, university, and/or junior college.
- Attendance in the course must not interfere with the employee’s job. Employee is responsible for making accommodations with their manager to satisfy work hours.

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c) Reimbursement

Reimbursement will be made at 80% for coursework applicable to the current position or potential future assignment.

The initial approval of a course study does not obligate MCHD to future/continued approval of courses in that course of study. Approvals are only valid for the course and semester given.

In order to receive reimbursement for tuition and fees, (excludes books) the employee must complete the course with a grade “C” or better.

**The maximum benefit per fiscal year is \$5,000 per employee with a lifetime maximum employee benefit not to exceed \$30,000. The maximum amount is subject to appropriations approved by the MCHD Board in the annual budget. In the event that requests exceed budgeted funds, reimbursement will be made in an equitable manner to be determined by the review committee and approved by the CEO.**

The “Application for Reimbursement” portion of the “Request for Educational Assistance” must be completed and submitted to Human Resources within six weeks after completion of the course.

Employees who terminate employment within the course of the semester are not eligible for reimbursement.

2. Continuing Professional Education

Employees who have obtained professional certifications and who are required to complete a minimum number of credit hours in order to maintain their certifications may qualify for CPE reimbursement.

a) Eligibility

- Full time employee in good standing

b) Requirements

- CPE credits must apply toward meeting minimum required credits of certifications.
- Internal resources should be considered before external resources.
- Courses should be considered locally when available.
- Course must be pre-approved, job related and meet the employment needs of MCHD.
- Funding will be available as allocated in the current year budget.

c) Reimbursement

- The cost of the course will be paid for -upon receipt of course completion documentation.
- Course completion documentation must be received within six weeks of course completion.

<b>Title of Policy</b> EDUCATIONAL ASSISTANCE/REIMBURSEMENT	<b>Policy Number</b> HR 25-604	<b>Page 2 of 2</b>
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**Note:** The Clinical department will strive to offer in-house continuing education to fulfill EMS certification requirements.

**References: Previously Policy # 10-604**

<b>Original Date</b> MM/YYYY
<b>Review/Revision Date</b> 10/2008, 10/13/2015
<b>X Supersedes all Previous</b>
<b>Date Approved by the Board of Directors</b> 11/17/2015

## TUITION REIMBURSEMENT PROGRAM COMPARISON

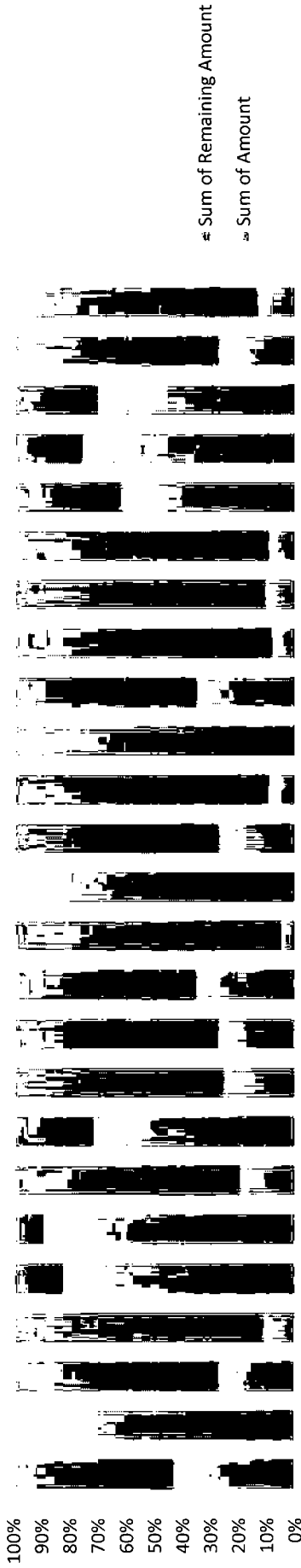
	WDLNDS TWNHP	WEATHERFORD	CITY OF CONROE	CYPRESS CREEK	MCHD (Current)	MCHD (Proposed)
<b>ELIGIBILITY</b>	<ul style="list-style-type: none"> <li>• FT, PT</li> <li>• 12 months (pt)</li> </ul>	<ul style="list-style-type: none"> <li>• Full Time</li> <li>• One Year employment</li> </ul>	<ul style="list-style-type: none"> <li>• Full Time</li> <li>• 12 months</li> <li>• In 'good standing'</li> <li>• Two year post completion commitment.</li> </ul>	<ul style="list-style-type: none"> <li>• Full Time</li> <li>• 90 days</li> <li>• Satisfactory performance</li> </ul>	<ul style="list-style-type: none"> <li>• Full Time</li> <li>• 12 months</li> <li>• In 'good standing'</li> <li>• One year post completion commitment.</li> </ul>	<ul style="list-style-type: none"> <li>• Full Time</li> <li>• 12 months</li> <li>• In 'good standing'</li> <li>• One year post completion commitment.</li> </ul>
<b>Covered</b>	<ul style="list-style-type: none"> <li>• Tuition (excludes fees and books)</li> <li>• 100%</li> <li>• C undergrad (B grad)</li> </ul>	<ul style="list-style-type: none"> <li>• Tuition and Books</li> <li>• Graded: A-100%, B-80%, C- 60%</li> </ul>	<ul style="list-style-type: none"> <li>• 50% Tuition, books, lab fees, mandatory fees</li> </ul>	<ul style="list-style-type: none"> <li>• Tuition</li> <li>• Directly related to MCHD position = 80%</li> <li>• Nursing and other = 50%</li> </ul>	<ul style="list-style-type: none"> <li>• Tuition</li> <li>• Directly related to MCHD position = 80%</li> <li>• Career Enhancing</li> </ul>	<ul style="list-style-type: none"> <li>• Tuition</li> <li>• Directly related to MCHD position = 80%</li> <li>• Career Enhancing</li> </ul>
<b>Requirements</b>	<ul style="list-style-type: none"> <li>• Current/Future Position</li> </ul>	<ul style="list-style-type: none"> <li>• Relate to current job</li> <li>• "C" or better</li> </ul>	<ul style="list-style-type: none"> <li>• Degree related Program</li> <li>• "C" or better</li> </ul>	<ul style="list-style-type: none"> <li>• Current or future role within org.</li> </ul>	<ul style="list-style-type: none"> <li>• Career Enhancing</li> <li>• Grade "C" or better</li> </ul>	<ul style="list-style-type: none"> <li>• Career Enhancing</li> <li>• Grade "C" or better</li> </ul>
<b>Repayment</b>	<ul style="list-style-type: none"> <li>• If less than 12 months of course completion, total repayment</li> </ul>	<ul style="list-style-type: none"> <li>• If less than 12 months, repayment of ALL reimbursement within last 12 months.</li> </ul>	<ul style="list-style-type: none"> <li>• Two year service agreement* for each check date.</li> <li>• &lt; 12 months = 100% repayment</li> <li>• &gt;12 and &lt;24 = 50% repayment</li> </ul>	<ul style="list-style-type: none"> <li>• 50% if less than 12 months</li> </ul>	<ul style="list-style-type: none"> <li>• Pro-rated if exit is less than 12 months post policy use.</li> </ul>	<ul style="list-style-type: none"> <li>• Pro-rated if exit is less than 12 months post policy use.</li> </ul>
<b>Limits</b>	<ul style="list-style-type: none"> <li>• \$2000 per year (two classes or six hours)</li> </ul>	<ul style="list-style-type: none"> <li>• \$5000 per year.</li> <li>• \$25,000 max per employee.</li> </ul>	<ul style="list-style-type: none"> <li>• 18 hours per fiscal year</li> </ul>	<ul style="list-style-type: none"> <li>• \$2500 per year</li> </ul>	<ul style="list-style-type: none"> <li>• \$5000 per year</li> <li>• \$30,000 lifetime maximum per employee</li> </ul>	<ul style="list-style-type: none"> <li>• \$5000 per year</li> <li>• \$30,000 lifetime maximum per employee</li> </ul>

## TUITION COSTS BY SCHOOL

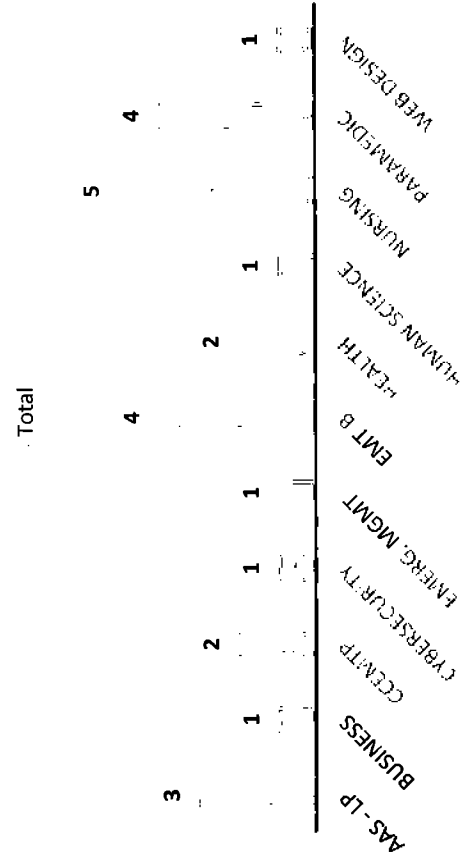
SCHOOL	LONESTAR	SHSU	UH	TTH	AM	UT
<b>COST (12 HOURS)</b>	\$752	\$3809	\$3606	\$4014	\$4441	\$4673

# TUITION REIMBURSEMENT PROGRAM COMPARISON

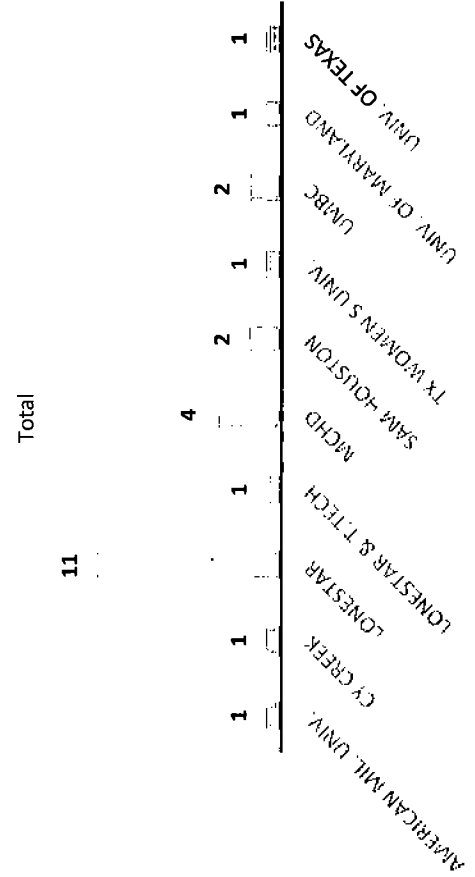
## Benefit Utilization - Employee



## Employee Count by Program



## Employee Count by School



**FIRST AMENDMENT TO FIRE/EMS COMMUNICATIONS AGREEMENT**

This First Amendment To FIRE/EMS COMMUNICATIONS AGREEMENT ("Amendment"), to be effective as of October 1, 2016 (the "Effective Date"), is made and entered into by and between Montgomery County Hospital District ("MCHD") and the City of Conroe, Texas, ("Member") acting for and on behalf of the Conroe Fire Department.

**WHEREAS**, the Parties seek to revise section 2.1 of the FIRE/EMS COMMUNICATIONS AGREEMENT ("Agreement") previously executed by the parties effective October 1, 2006 to change the annual payment paid by Member to MCHD in exchange for Member's use of the FIRE/EMS Communications Network.

**NOW, THEREFORE**, in consideration of the foregoing, the provisions contained herein and the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Member agree as follows:

- 1. Section 2.1 of the Agreement is hereby amended to provide as follows:
  - 1. In exchange for the use of the Fire/EMS Communications Network, Member shall pay the District an annual contract rate of \$85,000 for the term of this Agreement, including any renewal terms.
- 2. Section 2.2 of the Agreement is hereby amended as follows:
  - 2.2 All fees payable to the District shall be payable on or before April 1<sup>st</sup>, of each year this agreement remains in effect.
- 3. Remainder of Agreement Unaffected. Other than as set forth herein, the Agreement shall continue in force per its original terms. This Amendment shall be incorporated into the Agreement by reference for all purposes.

Each of the parties has duly executed and delivered this Agreement to be effective on the Effective Date.

**MONTGOMERY COUNTY HOSPITAL DISTRICT**

By \_\_\_\_\_  
Name: Randy Johnson  
Title: Chief Executive Officer

**CITY OF CONROE, TEXAS**

By: \_\_\_\_\_  
Name:  
Title:

ATTEST:

By: \_\_\_\_\_  
Name:  
Title:

## **FIRE/EMS COMMUNICATIONS AGREEMENT**

**THE STATE OF TEXAS           §**  
**§**  
**COUNTY OF MONTGOMERY   §**

This Agreement made and entered into as of the first day of October, 2006, by and between the City of Conroe Fire Department, a political subdivision of the State of Texas ("Member") and Montgomery County Hospital District, a political subdivision of the State of Texas ("District").

### **WITNESSETH**

**WHEREAS**, this Agreement is authorized and made pursuant to the provisions of chapter 791 Texas Government Code (The Interlocal Cooperation Act) by and between political subdivisions of the State of Texas who are independently authorized by law to perform the duties and responsibilities set forth in this Agreement; and

**WHEREAS**, the District provides Mobile Intensive Medical Care and related communications services within Montgomery County, Texas; and

**WHEREAS**, Member is one of several entities providing fire protection services within Montgomery County; and

**WHEREAS**, it is the desire of Member to obtain communications services and support from the District through the use of its dispatch facilities as hereinafter provided for purposes of increased public welfare and safety; and

**WHEREAS**, District is entering into similar contract with other public safety agencies, so as to form a joint communications network among the different emergency and fire service providers within Montgomery County and neighboring counties; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and benefits contained herein, the adequacy and sufficiency of which is hereby mutually acknowledged, the District and Member contract and agree as follows:

For the term of this Agreement and any renewal terms, District shall provide communications services to Member and other participating political subdivisions and agencies, consisting of a central communications facility, together with the equipment, personnel and other elements necessary to staff and equip twenty-four (24) hour communications center offering dispatch services throughout the Montgomery County, upon the following terms and conditions:

## I. DEFINITIONS

1.1. **Emergency Medical Service.** That department or division of the Montgomery County Hospital District which provides emergency and non-emergency pre-hospital medical care and transportation of the sick and injured persons primarily within Montgomery County, Texas.

1.2. **Member.** A political subdivision or any other agency requesting utilization of the Fire/EMS Communications Network created under the terms of this Agreement, which is duly authorized by law to do so.

1.3. **Fire/EMS Communications Network.** A cooperative effort between the parties entering into this Agreement or similar agreements with the Montgomery County Hospital District, for the establishment of a combined fire and emergency medical services communications center.

## II. CONSIDERATION

2.1. In exchange for the use of the Fire/EMS Communications Network, Member shall pay the District a contract rate of \$80,000 for the initial term.

Furthermore, in the event that (i) substantial overtime is incurred by dispatch personnel of the MCHD in providing the services hereunder to Member due to natural disasters or events beyond the reasonable control of the MCHD, member agrees to pay to the MCHD within thirty (30) days of such determination, the incremental cost thereof associated with providing such services to Member.

2.2. District shall inform Member of the annual fee amount on or before July 31<sup>st</sup>, of prior year. All fees payable to the District shall be payable on or before April 1<sup>st</sup>, of each year this agreement remains in effect.

2.3 Fees shall be paid to the District at the address set forth below.

PO Box 478  
Conroe, Texas 77304

## III. COVENANTS OF MEMBERS

3.1 Member covenants and agrees to:

A. Provide District current copies of each FCC license and/or agreement with a licensee for use of a frequency to be used for dispatch and radio operations.



- B. Provide maintenance for Member's equipment and facilities included in, used by or purchased pursuant to this Agreement. Such equipment and facilities shall be maintained by Member per manufacturer's specifications for optimum capability and performance.

Member shall be responsible for radio communications beyond the encoder.

- C. Provide and maintain updated Member information and fire maps of Member's territory to assist District and the various other participating entities to provide mutual aid and/or medical responses within their respective service areas.
- D. Provide its personnel and District personnel with all necessary training to ensure optimum system operation and understanding.
- E. Adopt policies restricting any "Non Command Officers" from calling the fire communications center by telephone, except upon such conditions as may be agreed upon by the parties to this Agreement.
- F. Provide signed copy of run card (box card) on an annual basis, which will include any additions, corrections, deletions or other modification as may be appropriate. A complete signed list of Members' run cards will be returned to the District Communications Director certifying that said run cards are to be used in the dispatch of Members' department. This clause is not intended to prevent routine changes as needed to existing run cards. Changes will be submitted, in writing to District's Communications Director. District will make said changes to Department run cards and provide Member Department with written verification within a seven (7) day period.
- G. In order to preserve and protect potential investigations, information released regarding fires shall be limited to the address, time of dispatch, nature code and responding departments. Any other information released would be limited to that required by the Open Records Act through an official and specific request filed with the proper agencies. This does not preclude MCHD from releasing EMS related information or those items subject to release through MCHD as required by the Open Records Act.

#### IV. COVENANTS OF DISTRICT

- 4.1. District covenants and agrees to operate a Fire/EMS Communications Center and provide to Member and other participating entities the following:
- A. A computer aided communications center with operations on a continuous twenty-four (24) hour basis.
  - B. Qualified operations and staffing for the Dispatch Center at District's expense, as such qualifications and staffing are determined in the reasonable determination of District.
  - C. In all events, District shall have the sole discretion as to the method of providing the services under this Agreement. District shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient, and effective manner of handling and responding to calls for service of the rendering thereof.
  - D. District will be responsible for maintaining the CAD, radio consoles, and encoders. District will not be responsible for audio output beyond the encoder or console.
  - E. District shall ensure dispatch personnel shall routinely monitor and operate on all primary emergency channels assigned to Communications Center.
  - F. Maintain communications equipment issued to and items purchased for the center in accordance with the manufacturer's minimum specifications for optimal performance.
  - G. All necessary training to Districts personnel to ensure proper system knowledge and operation, including but not limited to all applicable policy manuals.
  - H. All licenses required by the FCC and not presently held and maintained by Member or another Member of this system. District shall maintain copies of all related licenses provided by participating Member licensees.
  - I. District shall establish security policies for CAD access and make access available to Member

#### V. ADMINISTRATION

5.1. The parties hereto agree that the Associate EMS Director - Communications shall be the Chief Administrative Officer over the Fire/EMS Communications Center established under the terms of this Agreement. The Associate EMS Director - Communications or his designee shall coordinate supervision and daily assignments of all communications personnel while on duty within the joint communications facility. Member agrees to copy the Associate EMS Director - Communications and the Communications Supervisor on all communications regarding the parties' performance under this Agreement.

5.2. District agrees to make reasonable efforts to adhere to the Fire Policies and Procedures developed by the Member. However, should conflicts exist between the Fire Policies and Procedures and District operational guidelines, District guidelines will prevail.

5.3. The parties agree to submit inquires/complaints relative to the Agreement in writing and/or email within three (3) days of discovery as soon as operationally practical. The parties expressly acknowledge that the services provided pursuant to this Agreement are crucial to their respective obligations and statutory duties to the public and therefore, agree to negotiate in good faith all disagreements and disputes arising from the performance of their respective obligations under this Agreement in an expeditious manner.

Complaints deemed by the District to be frivolous or excessively unfounded will be billed a minimum of \$100 per occurrence for the staff time required to investigate the complaint. District, at its sole discretion, may waive such penalties. Member shall be required to pay the assessed fee within thirty days.

## VII. TERM OF AGREEMENT

7.1. The effective date shall be the date of execution. The term of this agreement shall be for the period October 1, 2006 to September 30, 2007.

7.2. Upon expiration of the initial term, this Agreement shall be automatically renewed for consecutive one year renewal terms, unless either party gives sixty (60) days notice, or otherwise terminates this Agreement as provided herein.

7.3. This Agreement may be terminated by either party at any time upon giving written notice to the other party of such termination at least sixty (60) days prior to such termination.

## VIII. MISCELLANEOUS PROVISIONS

8.1. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Montgomery County, Texas.

8.2. Legal Construction. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3. Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties that are inconsistent with the terms and provisions herein contained.

8.4. This Agreement shall not be deemed to constitute a lump sum appropriation by members of the total contract fees provided for by paragraph 3.1 herein, and shall be subject to the continuing right of either party to terminate this Agreement should it fail to make provision for appropriation of any annual fees which may be or become due by virtue of the Agreement. All amounts due and payable under this Agreement shall be made from budgeted appropriations approved by the parties' respective governing boards.

8.5 This Agreement shall not be construed so as to create joint and several liability of the parties in carrying out their respective obligations as set forth herein. It is expressly agreed and represented by the parties that this Agreement shall not operate as a waiver or release of any legal rights, defenses or remedies in the event legal action is instituted by a party to this Agreement or by any third party for conduct arising from the obligations of the parties or other matters set forth in this Agreement.

8.6 Notice: All written notices required by this Agreement shall be given to the parties by hand delivery, facsimile or certified mail, return receipt requested to the following addresses:

**To District:**

Montgomery County Hospital District  
PO Box 478  
Conroe, Texas 77305

**To Member:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.7 The parties expressly agree and acknowledge that the persons executing this Agreement have been fully authorized to do so by duly approved resolutions of the parties' respective governing boards at a meeting held in full compliance with the Texas Open Meetings Act.

**EXECUTED** on the day, month and year first written above.

**Montgomery County  
Hospital District**

BY: 

\_\_\_\_\_  
Allen Johnson  
Chief Administrative Officer

**Member**

BY: 

Name Tommy METCALF

Title MAYOR

CHEVROLET

**QUOTE**

**Customer**  
Name MCHD

Qty	Description	Unit Price	TOTAL
PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, TX. 75237			
TERMS: NET 30			
<b>Payment Details</b> <input type="radio"/> Cash <input checked="" type="radio"/> Check <input type="radio"/> Credit Card		TOTAL	<input type="text"/>



8105 North Beltline Road  
Suite 170  
Irving, Texas 75063  
Tele. 972.550.2302  
Fax. 972.550.2364

October 24, 2014

Randy Johnson  
Montgomery County Hospital District  
1400 South Loop 336 West  
Conroe, Texas 77304

Dear Mr. Johnson:

The Montgomery County Hospital District has purchased and installed an Enhanced Digital Access Communications Systems (EDACS) manufactured by M/A-COM, Inc., now known as Harris Corporation. This system provides the critical Public Safety and Public Service communications for the hospital district as well as the city of Conroe and many other agencies throughout the surrounding area.

At this time, EDACS/P25 equipment for this system falls under Harris Corporation intellectual property rights and the proprietary protocols represent a patent, copyright or secret process and are, therefore, currently only available from the manufacturer, Harris Corporation.

Dailey-Wells Communications is the only authorized Harris Corporation Network Solutions Provider to provide system sales, service, system upgrades and repairs to include mobiles, portables, control stations and other EDACS/P25 equipment for agencies operating on this communications system. This assignment was made effective September 2004 and does not have an end date. If this status should change at some point in the future you will be notified by Harris Corporation in writing. Orders for Harris Corporation equipment, service and associated accessories should be placed through Dailey-Wells Communications.

Thank you for your attention in this matter. Harris Corporation and Dailey-Wells Communications look forward to the opportunity to continue the service and sales support of EDACS/P25 Systems throughout your area.

Sincerely,

Brian Beatty  
Manager Indirect Sales, Harris Corporation

Cc: Jim Sawyer, Director of Sales, Dailey-Wells Communications

# DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St., San Antonio, TX 78219



To: Montgomery County HD, Justin Evans  
 From: Dennis Vickery (281) 804-7970  
 Date: 12-Aug-16

## Consoles - Symphony Hardware, Encrypted - Package

Item	Part Number	Description	Qty.	Unit Sale	Ext Sale
1	UD-ZN4Z	CONSOLE,SYMPHONY,BUNDLE,PREMIER	1	\$ 42,782.80	\$ 42,782.80
		<b>Package Includes:</b>			
1a	NS-SG2B	LICENSE,CONSOLE	1	Included	Included
1b	NS-SG2C	LICENSE,CONSOLE TALKPATH	12	Included	Included
1c	UD-SG4W	LICENSE,AES AND DES LEVEL ENCRYPTION	1	Included	Included
1d	UD-AB1A	SPEAKER, NANO, SYMPHONY	2	Included	Included
1e	UD-CU6X	MONITOR, 21.5" CLASS,TOUCHSCREEN,HD	1	Included	Included
1f	UD-AB1K	CABLE,DISPLAYPORT TO DVI-D,10FT	1	Included	Included
1g	UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	1	Included	Included
1h	UD-AB1G	KEYBOARD, 104 KEY, USB, HUB	1	Included	Included
1i	UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	1	Included	Included
1j	UD-AB1M	DESK MIC, DB9	1	Included	Included
1k	UD-AB1B	JACK BOX, 6 WIRE	2	Included	Included
1l	CM-022218-001101	License,Vocoder	1	Included	Included
1m	MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	1	Included	Included
				<b>SUB TOTAL</b>	<b>\$ 42,782.80</b>

**NOTE:**

Price Valid Until September 30, 2016.  
 Terms: Net 30 Days.  
 Shipping: FOB Source, prepay and add to invoice.





## **D & C CONTRACTING, INC.**

P.O. BOX 440881  
HOUSTON, TEXAS 77244-0881

TEL (713) 460-8394  
FAX (713) 460-8408

Visit Our Web Site at [www.dcccontracting.com](http://www.dcccontracting.com)

### **PROPOSAL #33222-R1**

June 13, 2016

Prepared By: James Baker

Montgomery County Hospital District  
1400 S. Loop 336 West  
Conroe, Texas 77304  
Attn: Phil Daniel

Job Location: **1400 S. Loop 336 West**  
In Regards: **Awning Installation**

We hereby propose to furnish the materials and perform the labor necessary to complete the following estimate as noted below at the above referenced property:

#### **WORK SPECIFICATIONS:**

##### **Awning:**

1. Furnish labor and material to install awning at specified location on the east end of the Admin building to be as follows:
  - Model: SC-9
  - 22' x 128' with 13' 6" clear height
  - 14' bays
  - 12" Nassau trim, box gutter with scuppers and embedded columns
  - 26-gauge roof deck and trim in standard colors
  - Framing bare galvanized (paint provided on site)
  - See attached sample drawings, specifications and photos

**Paint:**

1. Furnish labor and material to paint all metal galvanized structure to match existing colors as specified.
2. Hand clean metal with solvents to remove all oils/dirt.
3. Apply one full coat of bonding primer with brush and roller to all scheduled surfaces.
4. Apply two full coats of high performance industrial alkyd enamel with brush and roller to all scheduled surfaces.

**COST SUMMARY:**

Total of This Proposal: \$47,850.00

**GENERAL PROVISIONS:**

Any alteration or deviation from the above specifications involving extra cost will be executed only upon your approval and will become an additional charge over and above this estimate.

All agreements are contingent upon delays beyond our control.

D&C Contracting, Inc. will only work on insured properties. The owner must maintain owner's usual liability and property insurance during the duration of this project to include any proposed improvements unless otherwise specified under contract. D&C Contracting, Inc. agrees to carry workers compensation and general liability on all work performed.

D&C Contracting, Inc. is not responsible for any existing conditions, including but not limited to, unforeseen construction or structural defects, code violations, or the presence of any hazardous or toxic substance.

D&C Contracting, Inc. will make every effort to match existing finishes, where applicable, but cannot guarantee exact duplication.

This proposal may be withdrawn if not accepted within thirty (30) days.

Thank you for your consideration.

**ACCEPTANCE AND NOTICE TO PROCEED**

As the Owner, or duly authorized agent for the owner, I hereby approve this proposal which by approval becomes a contract between owner and contractor applicable to the laws in the State of Texas. I hereby authorize D&C Contracting, Inc. to proceed with all work as outlined herein.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# QUOTE CONFIRMATION



**DEAR CALVIN HON,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HHMV258	8/18/2016	CISCO SMARTNET RNW	6410532	\$34,038.59

**IMPORTANT - PLEASE READ**

**Special Instructions:** TAX: MULTIPLE TAX JURISDICTIONS APPLY  
TAX: CONTACT CDW FOR TAX DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Mfg. Part#: CON-SNT-1-50K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: CONROE, TX .0000% \$.00 TAX: CONROE, TX .0000% \$.00 TAX: CONROE, TX .0000% \$.00 Contract: MARKET	1	1504550	\$25,183.59	\$25,183.59
<u>CISCO SMA ET APP SUPP ±</u> Mfg. Part#: CON-SAU-1-1K Electronic distribution - NO MEDIA TAX: CONROE, TX .0000% \$.00 Contract: MARKET	1	1504536	\$799.00	\$799.00
Mfg. Part#: CON-SNTP-1-10K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: CONROE, TX .0000% \$.00 Contract: MARKET	1	1504561	\$8,056.00	\$8,056.00

**PURCHASER BILLING INFO**

**Billing Address:**  
MONTGOMERY COUNTY HOSPITAL DIST  
ACCOUNTS PAYABL  
PO BOX 478  
CONROE, TX 77305-0478  
**Phone:** (936) 523-1114  
**Payment Terms:** Net 30 Days-Healthcare

**DELIVER TO**

**Shipping Address:**  
MONTGOMERY COUNTY HOSPITAL DISTRICT  
RECEIVING  
1300 S LOOP 336 W  
CONROE, TX 77304-3316  
**Phone:** (936) 523-1120  
**Shipping Method:** ELECTRONIC DISTRIBUTION

SUBTOTAL	\$34,038.59
SHIPPING	\$0.00
<b>GRAND TOTAL</b>	<b>\$34,038.59</b>

**Please remit payments to:**

CDW Government  
75 Renaissance Drive  
Suite 1515  
Chicago, IL 60675-1515



(866) 209-8024

[richk1a@cdw.com](mailto:richk1a@cdw.com)

This quote is subject to CDW's Terms and Conditions of Sale and Service Projects at

For more information, contact a CDW account manager:

© 2016 CDW45 LLC, 201 N. Milwaukee Avenue, Wauwatosa, WI 53095 | 800.200.4239



# Medical Supply Proposal

## 2016-2017

**Stephani Ochoa**  
Supply Chain Manager



# Proposal Overview

- Contract pricing for Disposable Medical Supplies, Drug Supplies, and Disposable Linen
  - 241 items total
    - 198 “Disposable Medical” items
    - 38 “Medication” items
    - 5 “Linen” items
- Prices valid October 1, 2016 through September 30, 2017



## Proposals Received from Nine Vendors

- Buckeye: 5 items
- Life Assist: 227 items
- McKesson: 183 items
- Medline: 181 items
- Moore: 196
- Taylor: 5 items
- Zoll: 11 items
- School Nurse Supply: 10 items
- Boundtree: 233 items





## Summary

- Utilizing YTD FY2016 (10/1/15 – 6/30/16) consumption numbers, we would anticipate a cost savings of approximately \$38k for the same time period with current bid pricing. This number does not reflect any off-contract purchases.



# Recommendation

- We recommend the following 7 companies be awarded the 2016-2017 Medical Supply Bid based on:
  - Low cost bidder
  - Sole source provider
  - Product specifications
  - Product availability
- Boundtree: 73 items
- Medline: 45 items
- Life Assist: 45 items
- Moore Medical: 40 items
- McKesson: 28 items
- Zoll Medical: 5 items
- Taylor Healthcare: 5 items

\*No bid on 4 items due to sole source direct from manufacturer