

**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., June 28, 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. Posey

3. Pledge of Allegiance

Led by Mr. Fawn

4. Roll Call

Present:

Harold Posey
Sandy Wagner
Kenn Fawn
Georgette Whatley

Not Present:

Bob Bagley
Chris Grice
Mark Cole

5. Public Comment

There were no comments from the public.

6. Special Recognition –

Special Recognition – Phil Daniel

Field – Robert Grisham

Non Field – Jackie Mladenka

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. 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.

Mr. Randy Johnson, CEO presented a report to the board.

9. Consider and act on Human Resource Policies: (Ms. Whatley, Chair – Personnel Committee) (attached)

- **HR 25-404 Attendance**
- **HR 25-608 Management Graduate Educational Assistance/Reimbursement**

Ms. Whatley made a motion to consider and act on Human Resource policy HR 25-404 Attendance. Mr. Fawn offered a second and motion passed unanimously.

Ms. Whatley made a motion to consider and act on Human Resource policy HR 25-608 Management Graduate Educational Assistance/Reimbursement. Mr. Fawn offered a second. After a discussion passed unanimously.

Mr. Fawn would like to make an amendment to page B add a line that states graduate level must be completed in a timely fashion. Mr. Posey offered a second and motion passed unanimously.

After discussion Mr. Posey requested that legal counsel draft an agreement with reimbursement guidelines if they do not complete the program. Greg Hudson advised he would review and policy would be brought back to the board at the July board meeting with revisions.

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

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

11. Consider and act on proposed legislation to amend Sec. 773.016. Duties of Emergency Medical Services Personnel; certain Emergency Prehospital Care Situations. (Mr. Fawn, Chair – EMS Committee)

Mr. Posey requested agenda item 11 be postponed to July's board meeting.

12. Consider and act on the replacement purchase of one Tahoe for EMS Supervision. (Mr. Fawn, Chair – EMS Committee)

Mr. Fawn moved that MCHD purchase a replacement Tahoe for \$35,356.00 from Freedom Chevrolet using insurance reimbursement to cover part of the costs. Ms. Whatley offered a second. After discussion motion passed unanimously.

- 13. Consider and act on sole source letter for license renewal of Priority Dispatch System. (Mr. Fawn, Chair – EMS Committee) (attached)**

Mr. Fawn moved to approve Priority Dispatch as the sole source provider for call taking software for our CAD system. Ms. Whatley offered a second and motion passed unanimously.

- 14. Consider and act on the annual license renewal of Priority Dispatch System maintenance and support. (Mr. Fawn, Chair – EMS Committee)**

Mr. Fawn moved that MCHD renew the annual license with Priority Dispatch System maintenance and support for \$26,000.00. Ms. Whatley offered a second and motion passed unanimously.

- 15. 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.

- 16. Consider and act on Texas DIR copier contract with Stewart Organization. (Mr. Posey, Chairman – MCHD Committee) (attached)**

Mr. Posey made a motion to consider and act on Texas DIR copier contract with Stewart Organization. Mr. Fawn offered a second and motion passed unanimously.

- 17. Consider and act on approval of State of Texas Co-Op Application. (Mr. Posey, Chairman – MCHD Committee) (attached)**

Mr. Posey made a motion to consider and act on approval of State of Texas Co-Op Application. Ms. Whatley offered a second and motion passed unanimously.

- 18. Consider and act on interlocal agreement for oversight of installation interoperability of radio systems with Harris County and City of Conroe together with duties and responsibilities therefor. (Mr. Posey, Chairman – MCHD Committee) (attached)**

Mr. Posey made a motion to consider and act on interlocal agreement for oversight of installation interoperability of radio systems with Harris County and City of Conroe together with duties and responsibilities therefor. Ms. Whatley offered a second and motion passed unanimously.

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

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

- 20. 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. Ms. Whatley offered a

second and motion passed unanimously.

- 21. 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.

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

Mr. Brett Allen, CFO presented a report to the board.

- 23. Presentation of proposed schedule for RFP's. (attached)**

Mr. Brett Allen, CFO presented a report to the board.

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

Mr. Posey made a motion to consider and act on ratification of payment of District invoices. Mr. Fawn offered a second and motion passed unanimously.

- 25. Secretary's Report - Consider and act on minutes for the May 24, 2016 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on minutes for the May 24, 2016 Regular BOD Meeting. Ms. Whatley offered a second and motion passed unanimously.

- 26. Convene into executive session pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to the naming of MCHD Stations and any other related matters. (Mr. Posey, Chairman – MCHD Board)**

Mr. Posey made a motion to convene into executive session at 4:36 p.m. pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to the naming of MCHD Stations and any other related matters.

- 27. Reconvene from executive session and take action as necessary on real estate property including but not limited to the naming of MCHD Stations and any other related matters. (Mr. Posey, Chairman – MCHD Board)**

The board reconvened from executive session at 4:45 p.m. to take action as necessary on real estate property including but not limited to the naming of MCHD Stations and any other related matters.

No action to be taken.

28. Convene into executive session pursuant to section 551.074 of the Texas Government Code to deliberate personnel matters related evaluation of Chief Executive Officer, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)

Mr. Posey made a motion to convene into executive session at 4:46 p.m. pursuant to section 551.074 of the Texas Government Code to deliberate personnel matters related evaluation of Chief Executive Officer, Randy E. Johnson.

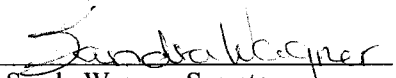
29. Reconvene from executive session and make recommendations if needed on matters relating to the evaluation of Chief Executive Officer, Randy E. Johnson. (Ms. Whatley, Chair – Personnel Committee)


The board reconvened from executive session at 5:14 p.m. to make recommendations if needed on matters relating to the evaluation of Chief Executive Office, Randy E. Johnson.

Mr. Posey made a motion for the CEO, Randy Johnson to receive a 6% increase to his annual salary. Ms. Whatley offered a second and motion passed unanimously.

30. Adjourn

Meeting adjourned at 5:15 p.m.


Sandy Wagner, Secretary

 Montgomery County Hospital District	ATTENDANCE	Page 1 of 2
Department	Policy Number	CAAS Reference Number
Human Resources	HR 25-404	

I. — DEFINITIONS

1. Absence — An absence is defined as any absence from work during scheduled working hours (including overtime), excluding absence for work-related injuries, vacation, jury duty, death in the family or family and medical leave of absence without pay.
2. Lateness — Lateness (later than scheduled start time) or leaving early (without approved relief, Policy #HR 25-301) will be included in attendance control calculations on a three-to-one ratio: three occasions are equivalent to one full day's absence. **Alarm console time will be considered MCHD official time.**

II. — POLICY

- Every employee has the responsibility to maintain a good attendance record. Chronic absenteeism impacts productivity and subjects the District to higher overtime costs. MCHD seeks to achieve an overall record of greater than 98% attendance in scheduled working hours for all employees combined, measured over a year or longer. This is our attendance goal.
- Supervisors will exercise the primary management-level responsibility to control employee attendance. Excessive employee absence or lateness are undesirable performance factors and will be managed by supervisors according to the procedures below.

II. — PROCEDURES

1. Notification
 - a) **Advance Notice** — Supervisors will require employees to give advance notice, when possible, of lateness or absence. If advance notice is not possible, notification by phone must be given by the employee to a Supervisor as soon as possible. Employees must follow the established procedure within their department.
 - b) **Timing of Notice** — Notification calls must be made as soon as possible so replacements can be found as necessary.
 - c) **Employee to Maintain Contact** — Supervisors will require employees to maintain contact for any period of absence due to injury or illness beyond one day, unless the employee has provided a doctor's certification covering a specified period. Frequency of contact for extended absences between employee and supervisor will be by mutual agreement.

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 2 of 2
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2. ~~Absence without Notice~~

~~After two consecutive days' absence without notice, the employee will be separated. (See Policy HR 25-801) The employee will be eligible for reinstatement only if exceptional circumstances explain why the employee could not have called in.~~

3. ~~Scheduling Absences~~

~~Employees who must be absent for personal reasons or medical appointments will be requested to schedule such appointments outside working hours, if possible. When the need for being absent from work is known in advance, the employee will notify the supervisor immediately.~~

4. ~~Performance Appraisal~~

~~Employee attendance will be evaluated by each supervisor in connection with employee performance appraisals. Attendance problems should be noted on performance appraisals. If an employee fails to correct any attendance problems, additional performance reviews and/or discipline may occur, up to and including termination.~~

I. PURPOSE

MCHD operates 24 hours per day 365 days per year. Because our patients and customers depend on the service and care we provide, absence from work causes significant difficulty and hardship both to patients and fellow employees. The District has adopted an Attendance Policy to ensure regular and dependable attendance by employees to maintain continuous quality care and service to patients, clients, and other partnering entities.

II. DEFINITIONS

1. Absence - An absence is defined as any absence from work during scheduled working hours (including overtime), excluding absence for work-related injuries, vacation, jury duty, death in the family or family and medical leave of absence without pay or for other reasons authorized under District policy or permissible under applicable law including but not limited to the Family and Medical Leave Act.

2. Tardy - A Tardy is arriving later than scheduled start time.

3. Incomplete shift - An Incomplete Shift is leaving prior to the end of scheduled shift without permission of supervisor.

References: Previously Policy # 10-404

Original Date MM/YYYY
Review/Revision Date 10/2008
X Supersedes all Previous

Date Approved by the Board of Directors 10/28/2008

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 2 of 2
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4. Absence without notice – Failure to inform and obtain acknowledgement from supervisor or designee at least two hours prior to beginning of scheduled shift unless advanced notice is not reasonably possible.
5. Occurrence - An occurrence is documented as an absence, tardy or incomplete shift other than for reasons authorized by District policy or applicable law. While an absence refers to a single failure to be at work, an occurrence may cover consecutive absent days when an employee is out for the same reason.

III. POLICY

Timely and regular attendance is an expectation of performance for all MCHD employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to their workplace schedule. Unexcused absences may result in discipline, up to and including termination. For purposes of this policy, the term “absence” shall include partial-day absences, whether because of tardiness or otherwise.

MCHD recognizes that there will be times when employees may be absent due to unavoidable or unanticipated circumstances or because the absence is authorized pursuant to District policy or applicable law. In the event an employee is unable to meet this expectation, he/she must notify and obtain acknowledgement of notification from his/her supervisor, or designee, in advance of any requested schedule changes, including absences, late arrivals to or early departures from work. At the time of notification/call, the employee must notify their supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

A poor attendance or tardy record other than for authorized or legally-permissible absences, including patterned absences and incidents of not following District notification procedures, will be addressed in accordance with the Corrective Action Policy (See Policy HR 25-412).

An employee who fails to call in and report to work for two consecutively scheduled work days, barring extraordinary circumstances, will be viewed as having abandoned their position and employment will be terminated. (See Policy HR 25-801)

References: Previously Policy # 10-404

Original Date	MM/YYYY
Review/Revision Date	10/2008
X Supersedes all Previous	
Date Approved by the Board of Directors 10/28/2008	

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 2 of 2
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Leaving a message via voice mail, e-mail, or with a coworker generally is not sufficient, absent extenuating circumstances. Likewise, having a friend or family member contact the supervisor generally is not sufficient, absent extenuating circumstances.

Department management, in consultation with Human Resources, has discretion to evaluate extraordinary circumstances of a tardy, incomplete shift, absence or failure to clock-in/-out and determine whether or not to count the incident as an occurrence. Alarm console time will be considered MCHD official time.

Depending upon the facts and circumstances involved in each situation, management may choose to take corrective action after any absence or tardiness up to and including discharge.

IV. PROCEDURES

1. Notification.

- a) **Advance Notice** - Supervisors will require employees to give advance notice, when possible, of tardiness or absence. If advance notice is not possible, notification by phone must be given by the employee to a Supervisor as soon as possible. Employees must follow the established procedure within their department.
- b) **Timing of Notice** - Notification calls must be made as soon as possible so replacements can be found as necessary.
- c) **Employee to Maintain Contact** - Supervisors will require employees to maintain contact for any period of absence due to injury or illness beyond one day, unless the employee has provided a doctor's certification covering a specified period. Frequency of contact for extended absences between employee and supervisor will be by mutual agreement.

3. Scheduling Absences

Employees who must be absent for personal reasons or medical appointments will be requested to schedule such appointments outside working hours, if possible. When the need for being absent from work is known in advance, the employee will notify the supervisor immediately.

4. Performance Appraisal

Employee attendance will be evaluated by each supervisor in connection with employee performance appraisals. Attendance problems should be noted on performance appraisals. If an employee fails to correct any attendance problems, additional performance reviews and/or discipline may occur, up to and including termination.

References: Previously Policy # 10-404

Original Date	MM/YYYY
Review/Revision Date	10/2008
X Supersedes all Previous	
Date Approved by the Board of Directors 10/28/2008	

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 2 of 2
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V. COORDINATION OF LEAVE POLICIES

To the maximum extent permitted by applicable law, any leave of absence granted by the District shall be considered a leave of absence under all policies for which the leave qualifies, and all such periods of leave shall run concurrently.


VI. LEGAL COMPLIANCE

All attendance and leave policies will be interpreted and applied in accordance with applicable federal, state, provincial and local laws. To the extent these policies may conflict with applicable law, the policies will be enforced only to the extent legally permissible. Further, to the extent an employee is entitled to leave pursuant to any law that is not covered by a District policy, such leave shall be granted, but only to the extent required by applicable law. The District retains all available rights and defenses under applicable law, whether or not specifically set forth in these policies.

- HR 25-412 – Corrective Action Policy
- HR 25-801 – Employee Separation

References: Previously Policy # 10-404

Original Date	MM/YYYY
Review/Revision Date	10/2008
X Supersedes all Previous	
Date Approved by the Board of Directors 10/28/2008	

 Montgomery County Hospital District	ATTENDANCE	Page 1 of 3
Department Human Resources	Policy Number HR 25-404	CAAS Reference Number

I. PURPOSE

MCHD operates 24 hours per day 365 days per year. Because our patients and customers depend on the service and care we provide, absence from work causes significant difficulty and hardship both to patients and fellow employees. The District has adopted an Attendance Policy to ensure regular and dependable attendance by employees to maintain continuous quality care and service to patients, clients, and other partnering entities.

II. DEFINITIONS

1. Absence - An absence is defined as any absence from work during scheduled working hours (including overtime), excluding absence for work-related injuries, vacation, jury duty, death in the family or family and medical leave of absence without pay or for other reasons authorized under District policy or permissible under applicable law including but not limited to the Family and Medical Leave Act. For purposes of this policy, the term "absence" shall include partial-day absences, whether because of tardiness or otherwise.
2. Tardy – A Tardy is arriving later than scheduled start time.
3. Incomplete shift – An Incomplete Shift is leaving prior to the end of scheduled shift without permission of supervisor.
4. Absence without notice – Failure to inform and obtain acknowledgement from supervisor or designee prior to beginning of scheduled shift unless advanced notice is not reasonably possible.
5. Occurrence - An occurrence is documented as an absence, tardy or incomplete shift other than for reasons authorized by District policy or applicable law. While an absence refers to a single failure to be at work, an occurrence may cover consecutive absent days when an employee is out for the same reason.

III. POLICY

Timely and regular attendance is an expectation of performance for all MCHD employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 2 of 3
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their workplace schedule. Unexcused absences may result in discipline, up to and including termination.

MCHD recognizes that there will be times when employees may be absent due to unavoidable or unanticipated circumstances or because the absence is authorized pursuant to District policy or applicable law. **In the event an employee is unable to meet this expectation, he/she must notify and obtain acknowledgement of notification from his/her supervisor, or designee, in advance of any requested schedule changes, including absences, late arrivals to or early departures from work.** At the time of notification/call, the employee must notify his/her supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

A poor attendance or tardy record other than for authorized or legally-permissible absences, including patterned absences and incidents of not following District notification procedures, will be addressed in accordance with the Corrective Action Policy (See Policy HR 25-412).

An employee who fails to call in and report to work for two consecutively scheduled work days, barring extraordinary circumstances, will be viewed as having abandoned their position and employment will be terminated. (See Policy HR 25-801)

Leaving a message via voice mail, e-mail, or with a coworker generally is not sufficient, absent extenuating circumstances. Likewise, having a friend or family member contact the supervisor generally is not sufficient, absent extenuating circumstances.

Department management, in consultation with Human Resources, has discretion to evaluate extraordinary circumstances of a tardy, incomplete shift, absence or failure to clock-in/-out and determine whether or not to count the incident as an occurrence.

Depending upon the facts and circumstances involved in each situation, management may choose to take corrective action after any absence or tardiness up to and including discharge.

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 3 of 3
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IV. NOTIFICATION

- a) **Advance Notice** - Supervisors will require employees to give advance notice, when possible, of tardiness or absence. If advance notice is not possible, notification by phone must be given by the employee to a Supervisor as soon as possible. Employees must follow the established procedure within their department.
- b) **Timing of Notice** - Notification calls must be made as soon as possible so replacements can be found as necessary.
- c) **Employee to Maintain Contact** - Supervisors will require employees to maintain contact for any period of absence due to injury or illness beyond one day, unless the employee has provided a doctor's certification covering a specified period. Frequency of contact for extended absences between employee and supervisor will be by mutual agreement.

V. SCHEDULING OF ABSENCES

Employees who must be absent for personal reasons or medical appointments will be requested to schedule such appointments outside working hours, if possible. When the need for being absent from work is known in advance, the employee will notify the supervisor immediately.

VI. PERFORMANCE APPRAISAL

Employee attendance will be evaluated by each supervisor in connection with employee performance appraisals. Attendance problems should be noted on performance appraisals. If an employee fails to correct any attendance problems, additional performance reviews and/or discipline may occur, up to and including termination.

VII. COORDINATION OF LEAVE POLICIES

To the maximum extent permitted by applicable law, any leave of absence granted by the District shall be considered a leave of absence under all policies for which the leave qualifies, and all such periods of leave shall run concurrently.

VIII. LEGAL COMPLIANCE

All attendance and leave policies will be interpreted and applied in accordance with applicable federal, state, provincial and local laws. To the extent these policies may conflict with applicable law, the policies will be enforced only to the extent legally permissible. Further, to the extent an employee is entitled to leave pursuant to any law that is not covered by a District policy, such leave shall be granted, but only to the extent required by applicable law. The District retains all available rights and defenses under applicable law, whether or not specifically set forth in these policies.

References: Previously Policy # 10-404
HR 25-412 – Corrective Action Policy
HR 25-801 – Employee Separation


Original Date MM/YYYY
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X Supersedes all Previous

Date Approved by the Board of Directors 10/28/2008

Title of Policy ATTENDANCE	Policy Number HR 25-404	Page 3 of 3
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References: Previously Policy # 10-404

Original Date MM/YYYY
Review/Revision Date 10/2008
X Supersedes all Previous
Date Approved by the Board of Directors 10/28/2008

 Montgomery County Hospital District	MANAGEMENT GRADUATE EDUCATIONAL ASSISTANCE/REIMBURSEMENT	Page 1 of 2
Department Human Resources	Policy Number HR 25-608	CAAS Reference Number

I. PURPOSE

To provide a uniform guideline that will assist employees holding supervisor level or above positions who wish to enhance their management and leadership capabilities at MCHD through graduate level Continuing Education courses and academic achievement.

II. POLICY

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

1. Graduate Program

a) Eligibility

- Full time supervisor level or above employee in good standing
- Must have completed one year of supervisor level or above service with organization
- Must commit to three consecutive years of current employment level or above service following completion of program. Employees failing to complete three years of full time service following successful 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 must be completed and submitted to Human Resources prior to the beginning of the program and each semester thereafter.
- Program must be graduate level and career-enhancing and meet the employment needs of MCHD.
- Approval may be granted only for accredited programs approved by the Texas higher education coordinating board.
- Attendance in the program must not interfere with the employee's job. Employee is responsible for making accommodations with their manager to satisfy work hours.

Title of Policy MANAGEMENT GRADUATE EDUCATIONAL ASSISTANCE/REIMBURSEMENT	Policy Number HR 25-608	Page 2 of 2
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c) Reimbursement

Reimbursement is up to 60 percent of the approved program costs, not to exceed \$15,000 per year. **The maximum amount is subject to appropriations approved by the MCHD Board in the annual budget.**

The Executive Team (CEO, COO, CFO, and EMS Director) with input from the Medical Director and Human Resources Manager, will decide the appropriateness of each application and grant/not grant approval prior to the beginning of each applicable semester, in their sole and complete discretion.

Reimbursement is limited to tuition and fees, including parking, but does not include books, materials or commuting expenses. In order to receive reimbursement, the "*Application for Reimbursement*" portion of the "*Request for Educational Assistance*" must be completed and submitted to Human Resources within 6 weeks after completion of the program. Employee must also complete any paperwork required by MCHD to secure repayment in the event the employee leaves MCHD during the look-back period.

If the employee leaves the organization without fulfilling the three year obligation, either voluntarily or involuntarily due to performance/conduct related issues, program reimbursements made under this policy will be paid back to the organization in accordance with the following schedule:

- 100 percent if employee leaves sooner than one year from date of program completion;
- 50 percent if employee leaves between one and two years from date of program completion;
- 25 percent employee leaves between two to three years from date of program completion; and
- 0 percent if employee leaves more than three years from date of program completion;

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.

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

Original Date	06/2016
Review/Revision Date	
X Supersedes all Previous	
Date Approved by the Board of Directors	



Montgomery County
Hospital District

MCHD Legal Counsel Policy Review Form

Policies listed below have been reviewed by Legal Counsel in accordance with Policy REC 26-101 which states, "The Records Manager facilitates legal review." This completed form needs to accompany all policies submitted to Compliance for approval.

Policies Reviewed/Approved:

Policy Number	Policy Title
HR 25-404	Attendance
HR25-608	Management Graduate Educational Assistance/Reimbursement

James Cleary

Printed Name

J. Cleary

Signature

6-27-16

Date

* If Human Resources Policy, MCHD Legal Counsel Receipt acknowledgment:

Date 6-27-16 Initial JL

Reference: REC 26-101 Policy Process & Templates

Original Date 03/2016
Review/Revision Date 03/2016
X Supersedes all Previous
Approved by the Compliance Committee
03/18/2015



FREEDOM CHEVROLET

8008 MARVIN D LOVE FWY
DALLAS, TEXAS 75237
972 707-9474 fax 214-350-0085

QUOTE

Customer

Name MCHD

Address

City

State TX

ZIP

Phone

Date

5/13/2015

Order No.

COD BJ1443

Rep

FOB

Qty	Description	Unit Price	TOTAL
1	2016 PPV Tahoe White	\$ 33,750.00	\$33,750.00
1	Driver Side Spotlight	\$490.00	\$490.00
1	Ground Studs Rear Flasher System Head N Tail LAMP		\$0.00
1	Griller Lamp Speaker Wiring Horn & Siren Circuit Wiring	\$716.00	\$716.00
PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237			
TERMS: NET 30			

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name

CC #

Expires

Subtotal

\$34,950.00

Shipping & Handling

\$400.00

Taxes

State

TOTAL

\$35,350.00

Office Use Only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET

NON-EMERGENCY

UNIT #	YEAR	MAKE/MODEL	DEPARTMENT	PURPOSE	CURRENT MILES	MILES/MONTH	ENG. HRS.	REPLACE	In service this week	Comments
605	2016	Chevy Tahoe	Paramedicine	CP	11	0		No	In service this week	
606	2016	Chevy Tahoe	Paramedicine	CP	12	0		No	In service this week	
331	2016	Nissan Van	Materials Mgt	Delivery	3,861	1,400		No		
635	2015	Dodge 2500	Facilities	Service	28,488	1,700		No		
330	2014	Chevy Van	Materials Mgt	Delivery	35,958	1,300		No		
334	2009	Dodge 3/4 T Sprinter	Facilities	Service	69,009	550		No		
600	1998	GMC 2500	Fleet	Parts	100,939	500		No		
632	2009	Dodge 2500	Radio	Service	111,468	1,200		No		
630	2010	Dodge 2500	Radio	Service	120,895	1,300		No		
333	2008	Chevy Van	Materials Mgt	Delivery	141,094	1,200		No		
332	2002	Ford Van	EMS	Bike Team	206,118	100		No		
631	2001	Ford F350	Fleet	Service	259,582	200		No		
633	2003	Ford F350	Facilities	Flatbed	298,785	240		No		
66	2008	Chevy Uplander	Paramedicine	CP	99,404	675		Yes		Move back to Pool/ Vehicle scheduled for purchase
65	2008	Chevy Uplander	Paramedicine	CP	103,579	940		Yes		Move back to Pool/ Vehicle scheduled for purchase
608	2002	Ford Crown Victoria	Paramedicine	CP	126,870	200		Yes		Tahoe purchased (606)
607	2002	Ford Crown Victoria	Paramedicine	CP	130,027	200		Yes		Tahoe purchased (605)
609	2002	Ford Taurus	Paramedicine	CP	140,178	300		Yes		
67	2011	Chevy Traverse	Admin	CEO	181,053	3,250		Yes		Transmission is bad/Tahoe scheduled for purchase

EMERGENCY

623	2,015	Chevy Tahoe	EMS	D4 Sup.	21,657	2,900	1,013	No		
622	2,015	Chevy Tahoe	EMS	D1 Sup.	22,923	2,600	1,182	No		
615	2,015	Chevy Tahoe	EMS	8,600	26,290	1,900		No		
613	2,011	Chevy Tahoe	EMS	8,601	39,374	500	1,037	No		
612	2,014	Chevy Tahoe	EMS	D3 Sup.	61,286	2,600	3,933	No		
611	2,011	Chevy Tahoe	EMS	Sup. Res.	67,086	1,000	3,788	No		
620	2,012	Chevy Tahoe	EMS	Sup. Res.	78,885	400	3,840	No		
610	2,009	Chevy Tahoe	EMS	Squad	117,874	1,500	1,585	No		
604	2,009	Chevy Tahoe	EMS	MD1	107,235	400	7,260	No		
621	2,014	Chevy Tahoe	EMS	Old D2	29,839	0		Yes		Wrecked 11-2015. Replace this fiscal year.
614	2,012	Chevy Tahoe	EMS	D2 Sup.	100,604	2,400	5,255	Yes		Move to Squad reserve when replacement purchased.
617	2,009	Chevy Tahoe	EMS	Squad Res.	176,248	150	11,641	Yes		Has been wrecked. Replace for DCS
618	2,009	Chevy Tahoe	EMS	8602/8701	179,668	300	6,672	Yes		Replace for Shift Commander
616	2,008	Chevy Tahoe	EMS	Pool	186,748	200	4,566	Yes		MD2



MEMORANDUM OF SOLE SOURCE

Emergency Medical Dispatch Systems

26 January 2016

Priority Dispatch Corp. is the only all-purpose and comprehensive EMD systems provider company in the world. This includes the following exclusive areas within Emergency Medical Dispatch:

- 1) Only provider of Expert System EMD calltaking software
- 2) Only provider of fully two-way CAD integrated EMD software system
- 3) Only provider of Automated Quality Assurance EMD Case Review software
- 4) Only provider of 24 hour/7day technical support service for EMD-related software
- 5) Only contracted provider of the International Academy of EMD's unified protocol (Medical Priority Dispatch System) version 13.0
- 6) Only contracted provider of the International Academy of EMD's unified protocol (Medical Priority Dispatch System) version 13.0 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 5th Edition
- 8) Only provider of Comprehensive Implementation of MPDS Consulting Services (IAEMD Accreditation Eligibility services)
- 9) Only contracted EMD Instructor Training organization through IAEMD
- 10) Only contracted EMD-Q Training organization through IAEMD
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted EMD International EMD Leadership Certification Seminar Training organization through IAEMD
- 13) Only EMD CD-ROM-based continuing education program provider
- 14) Only contracted provider of IAEMD standards and versions update materials
- 15) Only provider of automated EMD Dispatch Diagnostics (Agonal Breathing Detector Dx, Pulse Check Dx, CPR Compressions Monitor and Metronome, Childbirth Contractions Timer Dx, Stroke Diagnostic Tool Dx, Aspirin Diagnostic and Instruction Tool, Meningitis Diagnostic Tool)

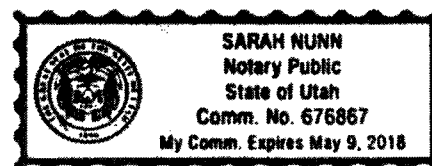
Priority Dispatch takes pride in being the sole source for the majority of EMD-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of EMD.

If any further information is required, please contact me directly.

Sincerely,

Jeff J. Clawson, M.D.
CEO & Medical Director
Director, Division of Research & Standards

Cc: Office of the President
Contracts Division
Director of Sales and Service
Director of Consulting
Director of Technical Support
Director of Software Development Group
Director of International Services
Manager of Research
Manager of Standards and Translation
Manager of Quality Assurance



Sarah Nunn 1-26-2016



Date: 5/25/2016

INVOICE

No. 129108

RECEIVED JUN 06 2016

Customer Id: 436



Attn: Accounting Department
110 South Regent Street, Suite 500
Salt Lake City, UT 84111
(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

Bill To: Montgomery County EMS
Attn: Matthew Walkup
1400 S Loop 336 W
Conroe, TX 77304

For: Montgomery County EMS
Attn: Matthew Walkup
1400 S Loop 336 W
Conroe, TX 77304

Phone: 936-441-6243 Fax: 409-788-8055

Sales Contact: Chris Murdock
Payment Method: Purchase Order

Base license: 00000A007?
Payment Terms: Net 30 Days

Qty	Description	Unit Price	Extended Price
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$26,000.00	\$26,000.00
Sub-Total:			\$26,000.00
Tax:			\$0.00
Shipping & Handling:			\$0.00
Total:			\$26,000.00
Amount due this Invoice:			\$26,000.00

Payment Method Details:

PO # Invoice

Please pay this invoice in US Dollars. Make checks payable to Priority Dispatch Corporation.

"To lead the creation of meaningful change in public safety and health."



MEMORANDUM OF SOLE SOURCE

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26 January 2016

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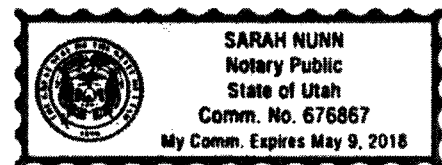
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Cc: Office of the President
Contracts Division
Director of Sales and Service
Director of Consulting
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Director of Software Development Group
Director of International Services
Manager of Research
Manager of Standards and Translation
Manager of Quality Assurance



Sarah Nunn 1-26-2016



Date: 5/25/2016

INVOICE

No. 129108

RECEIVED JUN 06 2016



Attn: Accounting Department
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(801) 363-9127 * (801) 363-9144 fax
(800) 363-9127 toll-free

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Attn: Matthew Walkup
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For: Montgomery County EMS
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Conroe, TX 77304

Phone: 936-441-6243 Fax: 409-788-8055

Sales Contact: Chris Murdock
Payment Method: Purchase Order

Base license: 00000A007:
Payment Terms: Net 30 Days

Qty	Description	Unit Price	Extended Price
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$26,000.00	\$26,000.00
		Sub-Total:	\$26,000.00
		Tax:	\$0.00
		Shipping & Handling:	\$0.00
		Total:	\$26,000.00
		Amount due this Invoice:	\$26,000.00

Payment Method Details:

PO # Invoice

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"To lead the creation of meaningful change in public safety and health."

Agenda Item # 16



To: Board of Directors

From: Calvin Hon, IT Supervisor

Date: June 23, 2016

Re: Consider and act on Texas DIR copier contract with Stewart Organization. (Mr. Posey, Chairman – MCHD Board)

Staff is requesting Board approval for a renewal of 4 year contract for Copier services. MCHD's current lease with Stewart Organization will end August 2016. Stewart Organization is now on the Texas DIR (Department of Infrastructure) contract for the machines, services, and prints.

The state contracted rates will be a significant savings for MCHD. We estimate at least a \$1000 / month savings based on last year's annual print volume.

Proposed 2016 DIR Service Cost per print		
Model	Mono CPI	Color CPI
Canon imageRUNNER 1730	\$0.0161	N/A
Canon imageRUNNER 400iF	\$0.0141	N/A
CanonimageRUNNER 4235	\$0.0100	N/A
Canon imageRUNNER 6565i	\$0.0061	N/A
Canon imageRUNNER 4251	\$0.0083	N/A
Canon imageRUNNER C5235A	\$0.0080	\$0.0636
Canon imageRUNNER C5250	\$0.0064	\$0.0443

Current Service Cost per print		
Model	Mono CPI	Color CPI
Canon imageRUNNER 1730	\$0.0190	N/A
Canon imageRUNNER 400iF	\$0.0170	N/A
Canon imageRUNNER 4035	\$0.0160	N/A
Canon imageRUNNER 6055	\$0.0130	N/A
Canon imageRUNNER 3245	\$0.0145	N/A
Canon imageRUNNER 3225	\$0.0170	N/A
Canon imageRUNNER C5035	\$0.0165	\$0.085
Canon imageRUNNER C5051	\$0.0145	\$0.085

Stewart Organization has provided exceptional service in the past 4 years. MCHD has budgeted for copier funds this fiscal year. Staff is asking approval of a new 4 year contract on Texas state negotiated pricing.

Fiscal Impact: Moderate

Yes No N/A

- ☒ ☐ ☐ Budgeted item?
☒ ☐ ☐ Within budget?
☒ ☐ ☐ Renewal contract?
☐ ☒ ☐ Special request?

June 23, 2016

**State of Texas DIR-TSO-3101
&
Stewart Organization**

- Stewart Organization, being an authorized Canon dealer, will fully utilize the Texas DIR contract for all equipment and servicing of said equipment.
- MCHD will reference the DIR-TSO-3101 state contract in all PO's for payment.
- MCHD will provide PO to Canon Financial Services for monthly rental, referencing DIR-TSO-3101.
- MCHD will provide a PO to The Stewart Organization for all servicing meters of said equipment referencing DIR-TSO-3101.

Item Codes	Description	Quantity	Unit Price	Total
4745B005BA	Canon imageRUNNER 1730	25	\$31.99	\$799.75
4766B001BA	FAX-AJ1	2	\$6.40	\$12.80
8456B003AA	Canon imageRUNNER C350	0	\$65.10	\$0.00
8458B003AA	Cassette Feeding Unit-AG1	0	\$7.29	\$0.00
8461B001AA	Staple Finisher-S1	0	\$18.01	\$0.00
6856B003BA	Canon imageRUNNER 400iF	3	\$58.17	\$174.51
6862B001BA	Cassette Module-AA1	2	\$7.29	\$14.58
6865B001AB	Staple Finisher-R1	1	\$17.01	\$17.01
8766B001AB	Cabinet Type-L	2	\$2.77	\$5.54
8031B003BA	Canon imageRUNNER 4235	7	\$79.32	\$555.24
4805B002BA	DADRF-AG1	7	\$12.19	\$85.33
3755B001AA	Cassette Feeding Unit-AF1	7	\$23.20	\$162.40
4808B001AA	Inner-Finisher-D1	7	\$19.20	\$134.40
8184B002AA	FAX-AP1	7	\$12.80	\$89.60
8188B001AA	PCLPrinter Kit-AY1	7	\$9.60	\$67.20
8189B003AA	PS Printer Kit-AY1	7	\$9.60	\$67.20
4810B002AA	Inner-2/3 Hole Puncher-A1	1	\$10.72	\$10.72
0294C002AA	Canon imageRUNNER 6565i	1	\$221.60	\$221.60
0124C001AA	Staple Finisher-V1	1	\$48.00	\$48.00
0166C002AA	Super G3 FAX Board-AS1	1	\$12.80	\$12.80
8029B003BA	Canon imageRUNNER 4251	1	\$110.80	\$110.80
3755B001AA	Cassette Feeding Unit-AF1	1	\$23.20	\$23.20
4808B001AA	Inner Finisher-D1	1	\$19.20	\$19.20
8184B002AA	Super G3 FAX Board-AP1	1	\$12.80	\$12.80
8188B001AA	PCLPrinter Kit-AY1	1	\$9.60	\$9.60
8189B003AA	PS Printer Kit-AY1	1	\$9.60	\$9.60
5561B066AA	Canon imageRUNNER C5235A	2	\$119.36	\$238.72
3654B007AA	Cassette Feeding Unit-AD2	2	\$23.20	\$46.40
5589B001AA	Inner Finisher-E1	2	\$19.20	\$38.40
5592B005AA	PCLPrinter Kit-AR1	2	\$12.80	\$25.60
5593B005AA	PS Printer Kit-AR1	2	\$19.20	\$38.40
5595B001AA	Additional memory TypeD(512)	2	\$4.01	\$8.02
3675B012AA	Super G3 FAX Board-AE2	2	\$12.80	\$25.60
5559B003AA	Canon imageRUNNER C5250	1	\$157.89	\$157.89
3654B007AA	Cassette Feeding Unit-AD2	1	\$23.20	\$23.20
5587B002AA	Stapler Finisher-J1 (include Buffer Pass Unit-G1)	1	\$43.19	\$43.19
3660B006AA	External 2/3 Hole Puncher-B2	1	\$13.60	\$13.60
5592B005AA	PCL Printer Kit-AR1	1	\$12.80	\$12.80
5593B005AA	PS Printer Kit-AR1	1	\$19.20	\$19.20
5595B001AA	Additional memory TypeD(512)	1	\$4.01	\$4.01
3675B012AA	Super G3 Fax Board-AE2	1	\$12.80	\$12.80

\$3,371.71

Canon

State of Texas DIR-TSO-3101 Contract

CPA Vendor #	122305682200	Vendor: Reflect this Number on all Correspondence and Invoices.	
Payee ID#:	1223056822	Quote No.	
Vendor Name:	Canon Financial Services/ ordered from Canon USA Inc.	Date:	
Address:	14904 COLLECTIONS CENTER DR	Contract No.	DIR-TSO-3101
City, State, Zip	Chicago, IL 60693-0149		

Customer Name/Invoice Address:	Address for Delivery:		
Montgomery County Hospital District	Montgomery County Hospital District		
1400 S. Loop West	1400 S. Loop West		
Conroe, TX 77304	Conroe, TX 77304		

Agency Point of Contact:	Calvin Hon	Phone:	(936) 537-4867
		E-Mail:	chon@mchd-tx.org
Agency Accounts Payable Contact:		Phone:	(936) 523-1102
		E-Mail:	accountspayable@mchd-tx.org
Securing Dealer	The Stewart Organization	Address/ Phone Number	4335 Directors Row Houston, TX 77092 713-973-5500
Installing Dealer	The Stewart Organization	Address/ Phone Number	4335 Directors Row Houston, TX 77092 713-973-5500

This is a 48 Month Lease Monthly price shown below

Item codes	Description	Quantity	Unit Price	Total
4745B005BA	Canon imageRUNNER 1730	23	\$ 31.99	\$735.77

4766B001BA	Canon imageRUNNER 1730 w/FAX	2	\$	38.39	\$76.78
6856B003BA	Canon imageRUNNER 400iF with extra cassette/stand & stapling	1	\$	85.25	\$85.25
6856B003BA	Canon imageRUNNER 400iF	1	\$	58.17	\$58.17
6856B003BA	Canon imageRUNNER 400iF with extra cassette and stand	1	\$	68.23	\$68.23
8031B003BA	Canon imageRUNNER 4235	6	\$	165.91	\$995.46
8031B003BA	Canon imageRUNNER 4235 with 2/3 hole punch	1	\$	176.63	\$176.63
0294C002AA	Canon imageRUNNER 6565i	1	\$	282.40	\$282.40
8029B003BA	Canon imageRUNNER 4251	1	\$	185.20	\$185.20
5561B066AA	Canon imageRUNNER C5235A	2	\$	210.57	\$421.14
5559B003AA	Canon imageRUNNER C5250	1	\$	286.69	\$286.69
Monthly Unit Total					\$3,371.71

Continuation Page

Class/Item	Description	Quantity	Unit Price	Total

		P.O. Grand Total	\$837,179
--	--	------------------	-----------



State of Texas CO-OP Program

What is the State of Texas CO-OP Program?

Created by legislation in 1979, the Texas Comptroller of Public Accounts (CPA) State of Texas CO-OP Program offers members a unique opportunity to make the most of their purchasing dollars and efforts by using the State of Texas volume buying power.

Who can join?

- Local governments
- MHMR community centers
- Assistance organizations
- Texas Rising Star Providers (certified by the Texas Workforce Commission)

Sections 271.081-271.083, Local Government Code, and Sections 2155.202 and 2175.001(1), Government Code, provide the legal authority for the CO-OP Program:

Why should you join the State of Texas CO-OP?

- **Get Best Value for Your Purchases** – Our purchasers competitively bid and award hundreds of contracts in accordance with state purchasing statutes and competitive bidding requirements. You reap the savings for your organization and ultimately for the citizens of Texas.
- **Save Valuable Time and Effort** – No bidding, just order from hundreds of established state contracts.
- **Search Thousands of Vendors** – Looking for something not on one of our negotiated contracts? Use our Centralized Master Bidder's List to identify vendors from our database of over 12,000 companies (including HUB). <http://www2.CPA.state.tx.us/cmb/cmbhub.html>
- **Post Bid and Award Notices on the Electronic State Business Daily** – As a CO-OP member, set up FREE password access to the Electronic State Business Daily (ESBD) where you can post your entity's solicitations to increase vendor participation and provide public notice of awards. <http://esbd.CPA.state.tx.us/>
- **Save Money on Travel** – Qualified CO-OP members may use the State Travel Management Program for discounted rates on rental cars and over 1,000 hotels.

If you have any questions or need more information about our program please feel free to e-mail coop@cpa.state.tx.us or call (512) 463-3368.

Susan Combs Texas Comptroller of Public Accounts



State of Texas CO-OP Program

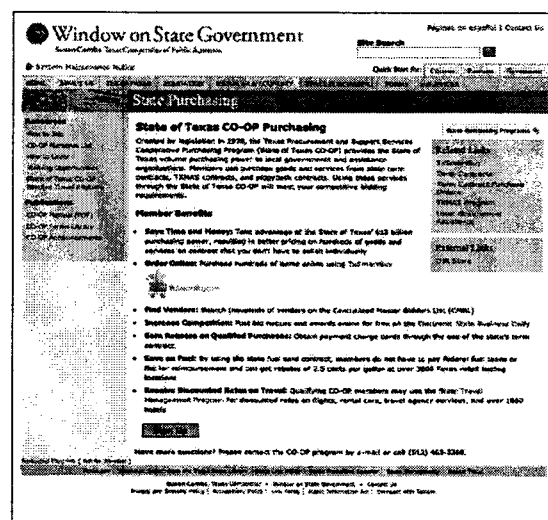
Accessing the State of Texas CO-OP on the Internet

Go to the State of Texas CO-OP web site: <http://www.window.state.tx.us/coop>

- **CO-OP Forms Library:** This is the complete CO-OP forms library, to include the application, name change form, purchase order forms, and school bus specifications.
- **Term Contracts:** All CPA term contracts have been competitively bid, saving you valuable time. This is a complete numeric listing of all of the current CPA term contracts. To access the contract, click on the contract number. To use state term contracts please follow the ordering instructions on the contract. The state's online ordering system, TxSmartBuy will generate a state purchase order on your behalf, forwarding a copy to you and to the vendor. The vendor will then ship the merchandise and invoice your entity directly. CPA has awarded term contracts for many commodities and services, including:

- Copiers
- Vehicles
- Office Supplies
- Procurement Card Services
- Appliances
- Road and Highway Equipment
- Police Equipment
- Pharmaceuticals
- Cleaning Supplies
- Food

- **TXMAS Information:** This is a complete listing of the Texas Multiple Award Schedules (TXMAS). TXMAS contracts feature the most favored customer pricing and the possibility of negotiation. TXMAS can be used as alternative volume contracts if you cannot find the items you need on the CPA term contracts.
- **Managed Contracts:** Managed term contracts are established by TPASS, the Council on Competitive Government (CCG) or the Strategic Sourcing Division for unique items and allow you to order directly from the awarded contractor.
- **CMBL Search:** This feature enables you to access the state Centralized Master Bidders List to create a bid list by product/service code. You may narrow the search by entering a county, city or zip code. This is a vendor list only. You should use this only as a vendor resource. You will need to follow your local bid requirements to purchase from these vendors.
- **State Travel Management Program:** Texas Government Code, Sections 2171.001-2171.055 extend the state travel management contracts to certain members of the State of Texas CO-OP program. Eligible entities include Municipalities, Counties, School Districts, Public Junior and Community Colleges, and Emergency Communication Districts, hospital districts and transit/transportation districts.





RESOLUTION

State of Texas

County of Montgomery

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the Board of Directors

(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of Montgomery County Hospital District, is a: (Check one of the following.)
(Name of Qualified Entity)

<input checked="" type="radio"/> County	<input type="radio"/> Independent School District
<input type="radio"/> Municipality	<input type="radio"/> Junior College District
<input type="radio"/> Political Subdivision (Special Districts, Other)	<input type="radio"/> Mental Health and Mental Retardation Community Center
<input type="radio"/> Assistance Organization	<input type="radio"/> Texas Rising Star Provider (certified by the Texas Workforce Commission)

defined as an entity qualified to participate in the Cooperative Purchasing Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,
Brett Allen CFO
(Name of Person) (Title)

(and Stephani Ochoa Supply Chain Manager) is/are authorized to execute
(Name of Person) (Title)

any and all documentation for Montgomery County Hospital District pertaining to its participation in the Texas
Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, Montgomery County Hospital District
(Entity Name) acknowledges its obligation to pay participation fees established

by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve
Montgomery County Hospital District for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this 28th day of JULY 2016 by Montgomery County Hospital District
(Entity Name)

By: [Signature]
(Signature of Chair)
HAROLD POSEY
(Printed Name)
CHAIRMAN
(Title of Chair)

[Signature]
(Signature of Agent of Record)
Brett Allen - CFO
(Name/Title of Agent of Record)
[Signature]
(Signature of Agent of Record)
Stephani Ochoa, Supply
(Name/Title of Agent of Record)



State of Texas CO-OP Program

Documents required for proof of eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the State of Texas CO-OP. All documentation must be on file at the State of Texas CO-OP BEFORE a determination of eligibility can be made.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- ✓ Board approved resolution

MHMR Community Centers

Documents required:

- ✓ Board approved resolution

Special Districts or Other Legally Constituted Political Subdivisions of the State

Documents required:

- ✓ Board approved resolution
- ✓ Documentation evidencing creation of entity including statutory citation.

This can be in the form of:

- a. Legislation in which the entity was created by name
- b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

Assistance Organizations

Non-profit organizations that receive state funds and provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas CO-OP cannot accept by-laws in lieu of Articles of Incorporation**
- ✓ Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board Approved Resolution

**INTERLOCAL AGREEMENT TO PROVIDE FOR
PROJECT MANAGER FOR RADIO EQUIPMENT INSTALLATIONS**

THE STATE OF TEXAS

§

COUNTY OF MONTGOMERY

§

§

This **INTERLOCAL AGREEMENT TO PROVIDE FOR PROJECT MANAGER FOR RADIO EQUIPMENT INSTALLATIONS** ("Agreement") is made on the date last signed by the parties hereto ("Effective Date"), by and between the **CITY OF CONROE, TEXAS**, acting through its City Council, and **MONTGOMERY COUNTY HOSPITAL DISTRICT, TEXAS**, acting through its Board of Directors (hereinafter referred to as "Hospital District").

WITNESSETH:

WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Section 791.011 of the TEXAS GOVERNMENT CODE; and

WHEREAS, the Parties to this Agreement desire to enhance public safety operations by improving public safety radio system interoperability between their respective public safety departments during local and regional emergency events; and

WHEREAS, the Parties to this Agreement have previously entered into an Interlocal Agreement for Interoperability of Public Safety Radio Systems, on or about May 24th, 2016, with Harris County, Texas, for purposes of creating an Inter RF Subsystem Interface (ISSI) interconnection with the Harris County Public Safety Radio System; and

WHEREAS, certain radio equipment, purchased by both Parties as part of the Inter Local Agreement for Interoperability of Public Safety Radio Systems, is to be installed by a third party and both Parties agree it is in their best interest to appoint a project manager to oversee the radio equipment installation process.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits, the Parties agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to provide a project manager for Hospital District and CITY as part of the radio system installation ISSI with Harris County and Montgomery County.

ARTICLE II

TERM

- A. The term of this Agreement is one year ("Annual Term") and shall commence on the Effective Date. The Agreement will automatically terminate unless both Parties agree in writing, prior to the date of termination, that the Agreement should be extended. This Agreement may be terminated by either party at any time for any reason by giving written notice to the other party.

ARTICLE III APPOINTMENT OF PROJECT MANAGER AND OBLIGATIONS AND RIGHTS OF THE PARTIES

- A. Both Parties appoint Justin Evans, an employee of Hospital District, to serve as the project manager of the radio equipment installation occurring as part of the Interlocal Agreement for Interoperability of Public Safety Radio Systems. CITY and Hospital District grant Justin Evans the authority to work on their behalf for the purpose of insuring proper installation, proper testing, proper initial maintenance procedures, and other matters necessary to ensure radio system interoperability and completion of radio equipment installation subject of this Agreement.
- B. No authority is given to Justin Evans to sign contracts or bind CITY for any contractual matters. Justin Evans shall make himself available to appear before the Conroe City Council meetings as requested. Additionally, Justin Evans shall give reports and feedback on a regular basis and cooperate with a City of Conroe representative as designated by the City of Conroe.

ARTICLE IV FUNDING AND COMPENSATION

- A. The Parties shall not charge each other any fees for the services provided under this Agreement.

ARTICLE V NONDISCLOSURE

- A. To the extent allowed by law, the Parties and project manager agree to maintain confidentiality of all communications and technical information that is shared under this Agreement.

ARTICLE VI NOTICES

- A. All notices and communications under this Agreement shall be sent by certified mail, return receipt requested, postage pre-paid, and properly addressed as follows:

If to City of Conroe,
to the following address:

with duplicate Copy to:

If to Hospital District,
to the following address:

with duplicate Copy to:

Montgomery County Hospital District
Randy Johnson, CEO
P.O. Box 478
Conroe, Texas 77304

Greg Hudson
Hudson & O'Leary LLP
1010 MoPac Circle, Suite 201
Austin, Texas 78746

- B. All notices and communications under this Agreement shall be effective when actually received by the Party to whom such notice is given. Any Party may change its address or authorized agent by giving written notice to other Party.

**ARTICLE VII
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. **NOTHING IN THIS AGREEMENT MAY BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PUBLIC BODY THAT MAY BE A PARTY TO THIS AGREEMENT AND THE PARTIES EXPRESSLY AGREE THAT THE EXECUTION OF THIS AGREEMENT DOES NOT CREATE ANY PERSONAL LIABILITY ON THE PART OF ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY PARTY HERETO.**

IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF THE PARTIES, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY PARTY INDIVIDUALLY UNDER TEXAS LAW. EACH PARTY SHALL BE RESPONSIBLE FOR ITS SOLE NEGLIGENCE. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- B. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers

and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE VIII GENERAL PROVISIONS

- A. **Authorization.** The Parties will obtain appropriate approvals or authorizations from their governing bodies as required by law.
- B. **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or of a partnership, or employer-employee, or of joint venture between the Parties, it being understood and agreed that no provision contained in this Agreement, nor any acts of a Party hereto be deemed to create any relationship between the Parties other than the contractual relationship established under this Agreement.
- C. **Compliance with Law.** The Parties agree to observe and abide by all applicable Federal, State, and local statutes, laws, rules, and regulations, including but not limited to those of the FCC. The Parties acknowledge and agree that should any of the applicable statutes, rules, regulations or administrative rules change during this Agreement, and if the changes necessitate the amendment of this Agreement, then the Parties will reasonably cooperate with each other in making any necessary amendments.
- D. **Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- E. **Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Montgomery County and Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Montgomery County, Texas.
- F. **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party. Parties shall not convey any right to use any frequencies of another Party to a third party without the prior written consent of the other Party.
- G. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- H. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.

- I. **Amendment of Agreement.** The Parties may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of the Parties.

The Parties have executed this Agreement in multiple copies, each of which is an original.

**MONTGOMERY COUNTY
HOSPITAL DISTRICT**

Randy Johnson
Chief Executive Officer

Date: _____

ATTEST:

Donna Daniel, Secretary

CITY OF CONROE, TEXAS

Printed Name

Title

Date: _____

ATTEST:

City Secretary

**MONTGOMERY COUNTY HOSPITAL DISTRICT
REQUEST FOR PROPOSAL SCHEDULE**

Product / Service	Frequency	FY 2016	FY 2017	FY 2018
Medical Supplies	1 year	X	X	X
IT Services	3 year			X
Collection Services	3 year	X		
Legal Services	3 year		X	
Fleet Fuel Cards	3 year			X
Ambulance Lights, Sirens & Electronic Controls	3 year			X
Property, Safety & Risk Management Insurance	3 year		X	
Consulting Services for ASSPP	3 year			X
Medical Gases	3 year			X
Financial Auditing Services	3 year	X		
EMS KPI Software	3 year		X	
Facility Cleaning Services	3 year		X	
District Electrical Contractor	3 year	X		
District Lawn Maintenance	3 year		X	
EMS Third Party Mailing Services	3 year			X
EMS Customer Surveys	3 year			X
Radio Repair Services	3 year			X
Vehicle Parts-Dodge	3 year		X	
Vehicle Parts-Chevrolet	3 year		X	
Electric Service Provider	3 year		X	
Electronic Security Parts/Services	3 year			X
HVAC Maintenance Services	3 year			X
Third Party Administrator for HCAP Claims Processing	5 year		X	
District Banking Services	5 year		X	
District Credit Card Services	5 year		X	
Medical Waste Disposable	5 year			X