

**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., April 24, 2018 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. Grice

3. Pledge of Allegiance

Led by Mr. Spratt

4. Roll Call

Present:

Bob Bagley
Chris Grice
Kenn Fawn
Sandy Wagner
Brad Spratt
Georgette Whatley

Not Present:

Mark Cole

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Field - April Currie

Non-Field – Morgan Clark

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. Ms. Whatley 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. (attached)**

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

9. **Presentation review of the FY 2018 Capital and Operational Projects. (Mr. Fawn, Chairman – MCHD Board) (attached)**

Mr. Randy Johnson, CEO presented review of the FY 2018 Capital and Operation Projects to the board.

10. **CEO update on EMS delivery to Freestanding ER's. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Randy Johnson, CEO gave an update on EMS Freestanding ER's to the board.

11. **Presentation of HR Turnover Report. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Mr. Randy Johnson, CEO presented the HR Turnover Report to the board.

12. **Presentation on HR Retirement Bridge Plans from local Governments. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Mr. Randy Johnson, CEO presented the HR Retirement Bridge to the board.

The Board will consider Retirement Bridge options at a future meeting or work shop.

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

Mr. Jared Cosper, EMS Director presented a report to the board.

14. **Consider and act on GeoComm GIS Contract for GIS Consultant Services. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on GeoComm GIS Contract for GIS Consultant Services. Mr. Grice offered a second and motion passed unanimously.

15. **Consider and act on resolution in support of National EMS week May 20-26, 2018. (Mr. Spratt, Chair - EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on resolution in support of National EMS week May 20-26, 2018. Ms. Whatley offered a second and 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. **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.

- 18. 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.

- 19. Consider and act on revisions and modifications to Healthcare Assistance Program (HCAP) which is comprised of the Montgomery County Indigent Care Plan and the Medical Assistance Plan Handbooks. (Mrs. Wagner, Chair-Indigent Care Committee).**

Mrs. Wagner made a motion to Consider and act on revisions and modifications to Healthcare Assistance Program (HCAP) which is comprised of the Montgomery County Indigent Care Plan and the Medical Assistance Plan Handbooks. Ms. Whatley offered a second and motion passed unanimously.

- 20. Consider and act on MCHD to participate in the opioid class action suit. (Mrs. Wagner, Chair – Indigent Care Committee)**

Mrs. Wagner tabled MCHD's participation in the opioid class action suit.

- 21. Presentation of preliminary Financial Report for six months ended March 31, 2018 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

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

- 22. Presentation of Investment report for quarter ending March 31, 2018.**

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

- 23. Clarification of employee payroll deductions for TCDRS. (Mr. Grice, Treasurer - MCHD Board)**

Mr. Brett Allen, CFO presented clarification of employee payroll deductions for TCDRS.

- 24. Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. (Mr. Grice, Treasurer - MCHD Board) (attached)**

Mr. Grice made a motion to consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. Mr., Spratt offered a second and motion passed unanimously.

- 25. Consider and approve the Banking and Investment Policy. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to approve the Banking and Investment Policy. Mr. Bagley offered a second. After board discussion motion passed unanimously.

- 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. Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board) (attached)

Mr. Grice made a motion to consider and act on salvage and surplus as listed. Mr. Spratt offered a second and motion passed unanimously.

28. Secretary's Report - Consider and act on minutes for the March 27, 2018 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

Mrs. Wagner made a motion to consider and act on minutes for the March 27, 2018 Regular BOD Meeting. Mr. Bagley offered a second and motion passed unanimously.

29. 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)

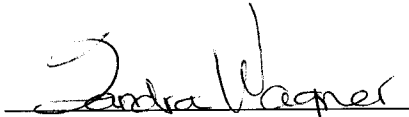
Ms. Whatley requested that the board table Randy Johnson, CEO evaluation until next month giving all board members an opportunity to participate.

30. 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)

Ms. Whatley requested that the board table Randy Johnson, CEO evaluation until next month giving all board members an opportunity to participate.

31. Adjourn

Meeting adjourned at 5:14 p.m.


Sandy Wagner, Secretary

MCHD Projects for Fiscal Year 2017-2018

Project	Type	October	November	December	January	February	March	April	May	June
Station 90	Operational	10/26/2017	Complete							
Public Health Community Education billing	Operational		Contract approved		Billing to begin	ongoing monthly bills				
Lawn RFP	Operational			Vendor selected at Board 12/5	New vendor to started 1/6/18	Addendum A added to contract	Complete			
Paint Admin and Service Center/Restripe Admin/Parking Lot	Capital (Facilities)				Admin/SC painting in progress 1/26	Admin/SC paint complete				
Restripe Admin/Parking Lot	Capital (Facilities)								Project to begin	
AC MDF	Capital (Facilities)				Requisition in progress	Room preped for install	Install week of 3/12	Complete		
AC Room 250	Capital (Facilities)				Vendor selected, Room clean out in progress					Project to begin

September	Comments
	COMPLETE
	Billing to begin in January for Car Seat events, CPR and Night of Life
	COMPLETE New vendor began service 1/6/18.
	COMPLETE
	COMPLETE

MCHD Projects for Fiscal Year 2017-2018

Project	Type	October	November	December	January	February	March	April	May	June
UPS Bypass timeline	Capital (Facilities)					Timeline due 2/5/18	Bids pending	Bids pending		
HCAP Eligibility Staff at Conroe	Operational						Delayed due to HCA	Project began 4/3		
CP Expansion into HCAP	Operational									
Station 31 Generator	Capital (Facilities)				Complete					
Nav Central Option for CP	Operational							4/19 Dr. Dickson and A. Karrer are doing a site visit to assess this option.		
Robinson Road Generator	Capital (Radio)			Generator delivered		Pending gas connect	Pending gas connect	Pending gas connect		
Fence behind Admin/Service Center	Capital (Facilities)					Complete				

September	Comments
	Timeline to be determined by Feb. 5, 2018
	HCAP staff began seeing Conroe Regional hospitalized patients identified as HCAP eligible by hospital staff on 4/3. This is a 90- day project.
	Case management, post hospital in home visits, high utilization management, and possible TB visits to start July 2018
	Decision and Implementation on or before 6/1/2018
	Pending natural gas connection. A mobile back-up generator is in place during this transition.
	Contractor will be selected 1/31/18. Letters will be sent to homeowners week of 2/5.

MCHD Projects for Fiscal Year 2017-2018

Project	Type	October	November	December	January	February	March	April	May	June
A/C for MDF	Capital (Facilities)			Approved 12/5 board meeting		on schedule	on schedule	Complete		
Housekeeping RFP	Operational								Posting 5/2018	
Telephone System Installation	Capital (Radio)			approved 12/5		Equipment onsite	Equip. set-up in room 250 & in testing phase	Complete		
Medical Waste Disposal RFP	Operational								5/22/2018	
network change to MCCS	Operational									
Station 34 Expansion	Capital (Facilities)	crews moved upstairs, 1st payment approved at Board meeting		rain delayed	Rain delayed	Rain delayed				June 2018
Hospital BDA's Installation	Capital (Radio)			3 BDA's ordered						

September	Comments
	The new VOIP (voice over internet protocol) phone system is operational and this project complete. There will be ongoing configuration and activation of additional features as needed.
	(FY2017 carry-over) Starts October 16th, 2017.
	(St Luke's, Tomball and Memorial NE) Equipment to be ordered November 2017.

MCHD Projects for Fiscal Year 2017-2018

Project	Type	October	November	December	January	February	March	April	May	June
Microwave Project	Capital (Radio)			Approved at Board 12/5			Plan acceptance due			
Purchase Sprinters for Transfer Trucks - Phase II	Capital (EMS)					Cancel Project				
Opticons	Capital (EMS)							2 intersection trial in Conroe		
Evaluate Alternative to Frazier for Ambulance Purchase	Operational					Horton Site Visit	EMS Committee Meeting with Board approval March 27, order placed 3/28	Evaluation complete		
EMS Wage & Salary Adjustment	Operational				Documents requested	Documents pending	EMS Committee Meeting	Pay changes will be effective 4/29		

September	Comments
	Vendor selection scheduled for Dec. 5 BOD meeting.
	EMS, Fleet, Radio, BAU and IT are working with Horton on final specs for the 4 ambulances with deliverable expected Nov. 2018

Agenda Item # 10

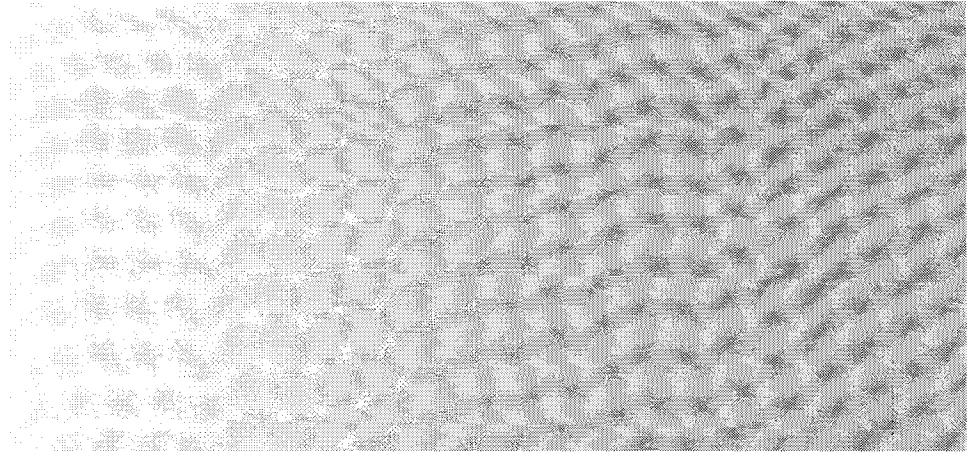


To: Board of Directors
From: Randy Johnson, CEO
Date: April 24, 2018
Re: Freestanding ER's

CEO update on EMS delivery to Freestanding ER's. (Mr. Spratt, Chair – EMS Committee)

Williamson County – Hospital owned only.
Medstar – Hospital owned only
Austin-Travis County – no.
Dallas Fire – unknown at this time
San Antonio – Unknown at this time
*Atascocita – Yes
ESD 48 – No
HCEC – Hospital owned only
*UMC EMS (Lubbock) – yes
*Amarillo (AMR Division) – yes

* Medical Director who is also part-owner in an Independent Free-standing ER.



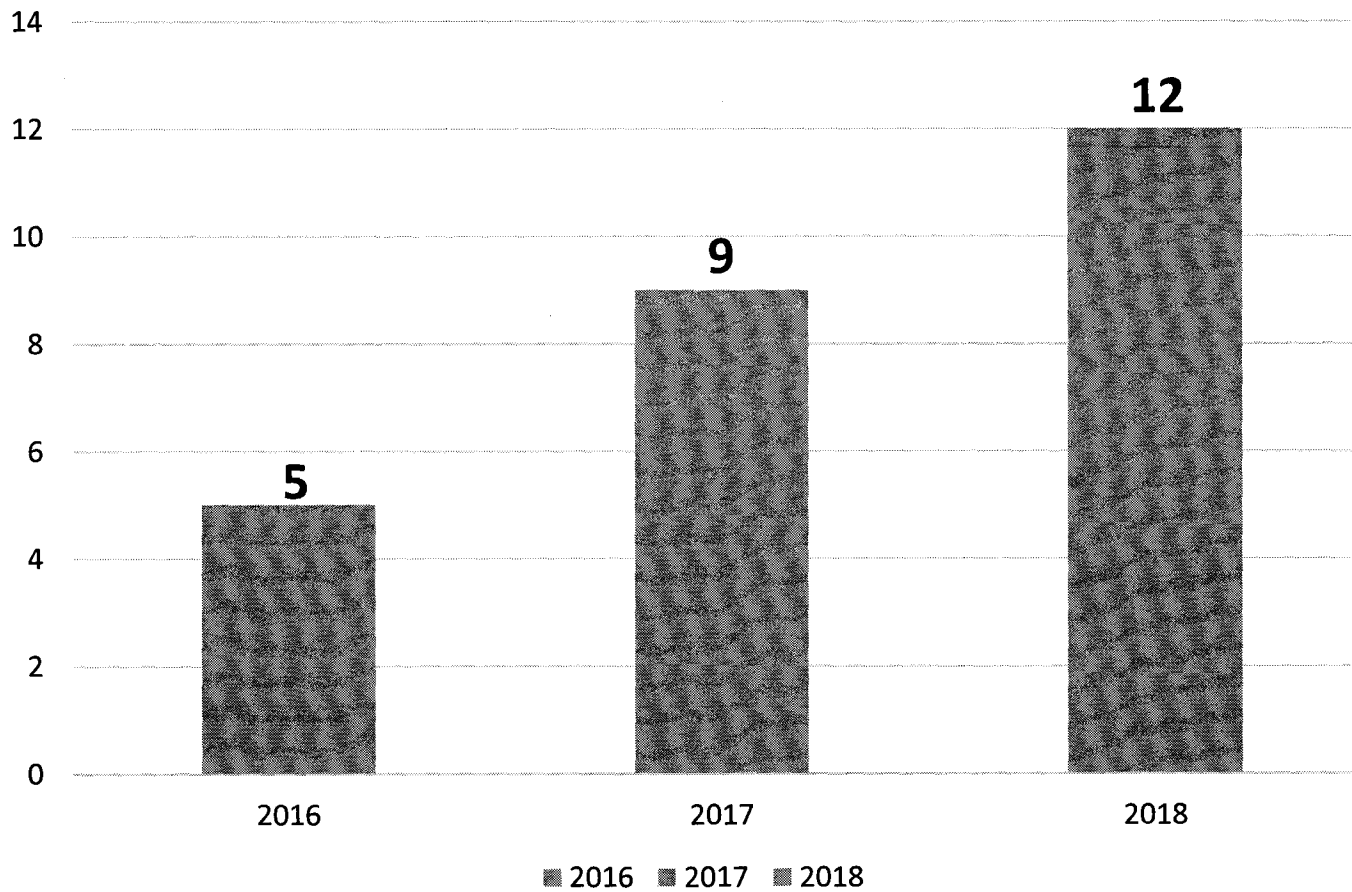
Turnover Report

1/1/2018 – 3/31/2018

Human Resources
April 2018

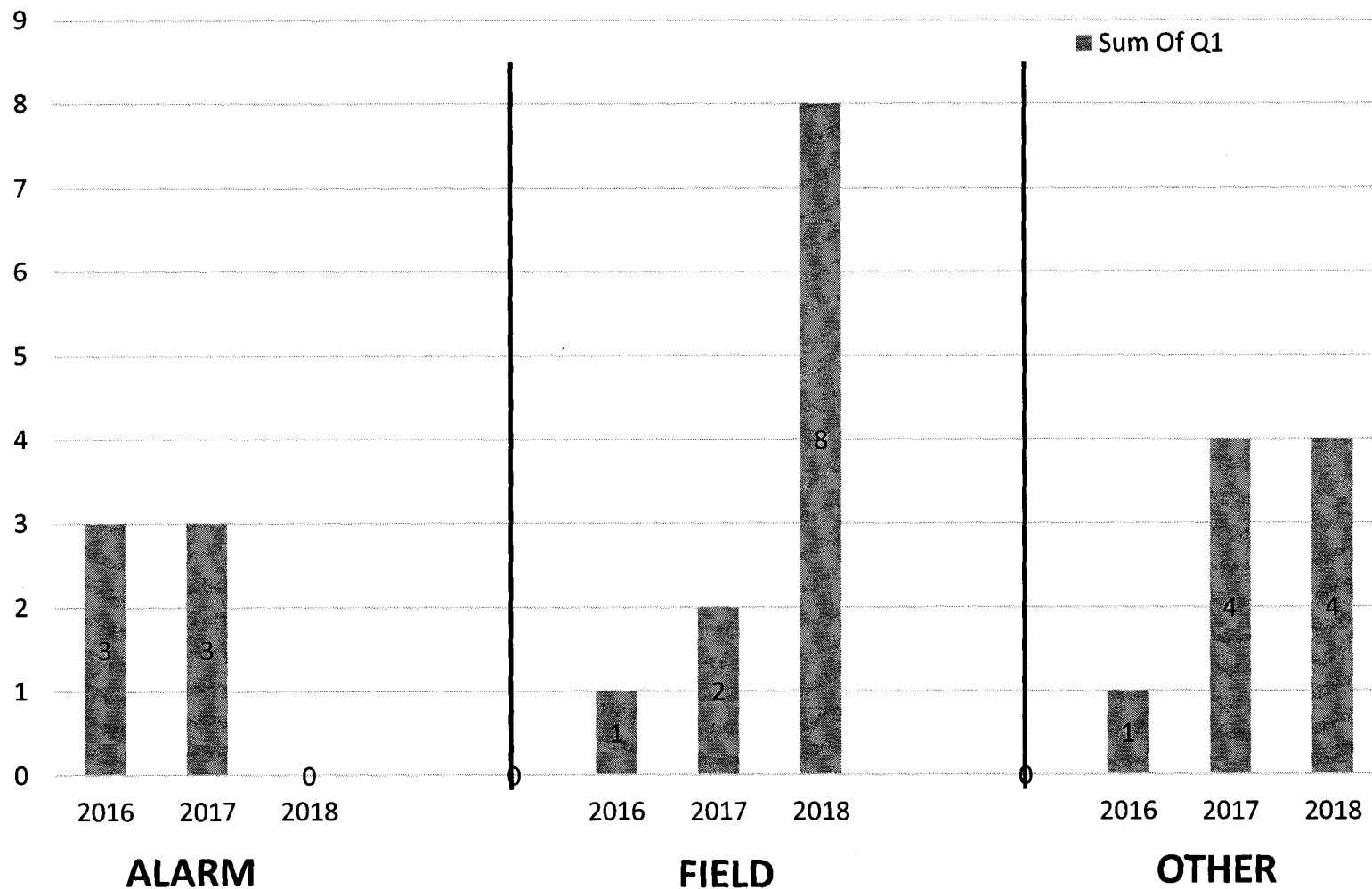


1/1 – 3/31 TURNOVER REPORT



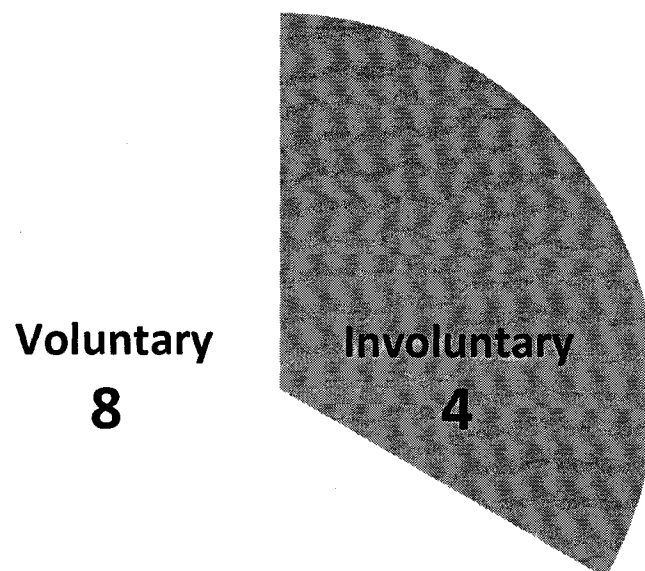


1/1 – 3/31 TURNOVER BY DEPARTMENT



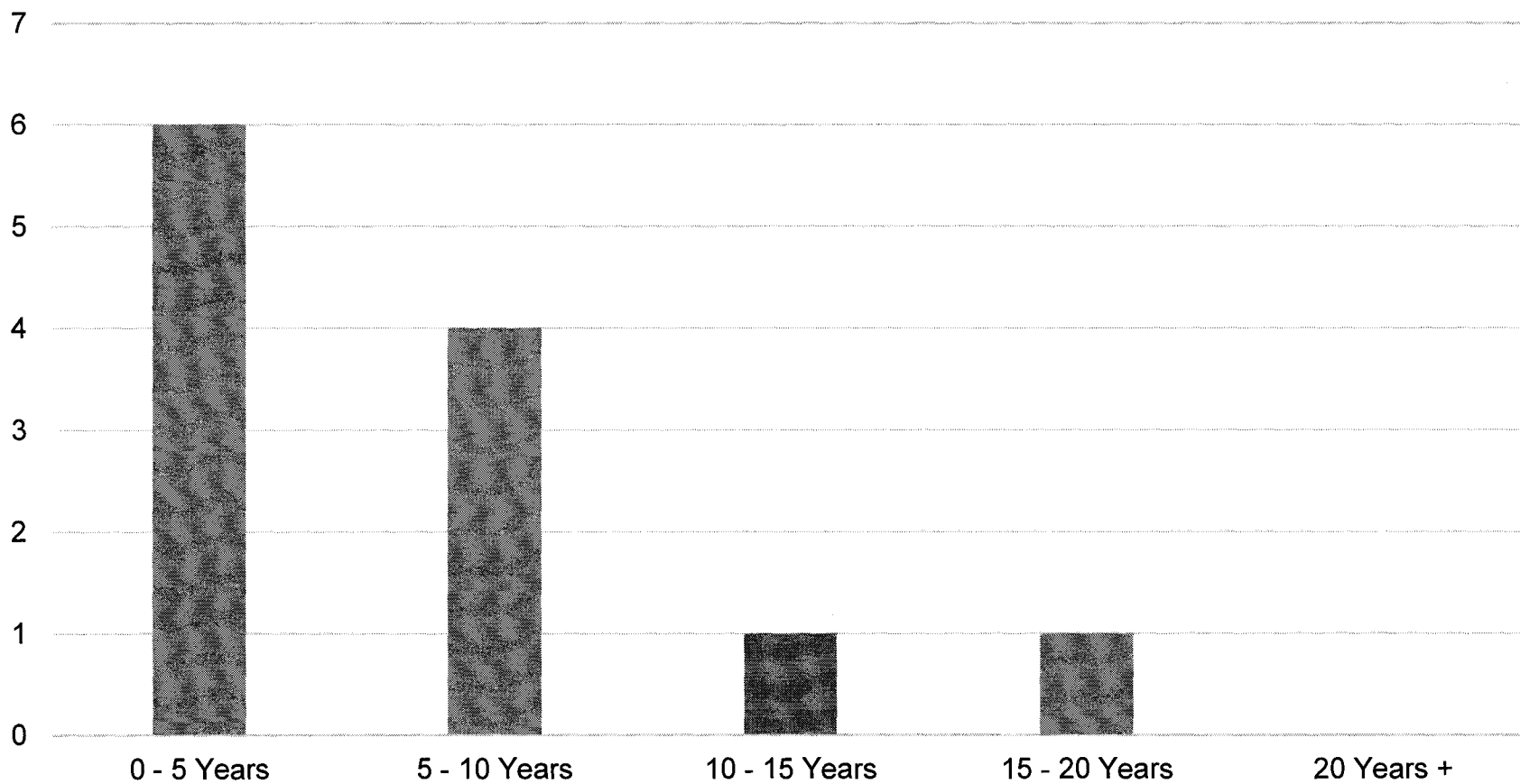


1/1 – 3/31 Voluntary VS Involuntary Turnover





Years of Service





Subsidized Retiree Health Benefit Programs

Randy Johnson, CEO



Chapter 175

Local Government Code

This statute applies to a person who retires from:

- County employment or appraisal district in a county with a population greater than 75,000
- Municipal employment in a municipality with a population greater than 25,000

A person eligible by this statute is entitled to purchase continued health benefit coverage for the person and dependents unless eligible for group health benefits through another employer. The coverage shall be provided through the group health insurance plan provided by or through the employing political subdivision.



Montgomery County Plan Summary

1. State Mandated
2. Employee and dependents are eligible
3. Employee eligible for life long benefits
4. Employee must be eligible to retire under provisions adopted by MC Commissioners Court
 - A minimum of 25 years of continuous full-time employment immediately prior to retirement
 - Must have been covered continuously for 25 years, immediately prior to retirement, under any of the medical plans offered by the county
 - County reserves the right to replace with Medicare supplement at age of 65



Montgomery County Premiums

COVERAGE ELECTION	MONTHLY LOW DEDUCTIBLE		MONTHLY HIGH DEDUCTIBLE	
	Retiree pays	County pays	Retiree pays	County pays
Employee Only	\$76	\$609	\$0	\$567
Employee + Spouse	\$224	\$609	\$81	\$567
Employee + Children	\$213	\$610	\$71	\$567
Employee + Family	\$361	\$609	\$152	\$567



City of Conroe Plan Summary

1. State Mandated
2. Years of service and age at retirement must equal 80
 - Years of service will be cumulative
3. Must have been employed by the city immediately prior to retirement
4. Must have been enrolled in the insurance program three (3) years prior to retirement
 - Dependents enrolled for one (1) year prior to employee's retirement
 - Must be receiving a pension either from TMRS or FFPF
5. If other coverage is available (another employer, Medicare, Medicaid, etc.) retiree will not be covered under the City's insurance plan



City of Conroe Premiums

50% of effective premium cost will be paid by the City

Payment of the remaining 50% will be determined on an annual basis by City Council

Retiree is responsible for 100% of premium for any covered dependent



The Woodlands Township Plan Summary

1. No State Mandate
2. Years of service and age at retirement must equal 70
3. Plan terminates at age 65
4. Must have 10 years of continuously employment at The Township prior to retirement
5. Must have been continuously enrolled in the insurance program for 10 years prior to retirement



The Woodlands Township Premiums

Enrolled retirees receive a stipend, up to 50% of employee only premium, not to exceed \$300/month

If premium payment is not received by the last day of the month the policy cancels at midnight and retiree cannot re-enroll

Current employee only rate is \$700/month, retiree pays \$400

Retiree pay full premium for dependent(s)

Retiree pay full premium for dental and vision



MCHD Recommendation

\$50,000 one-time Retirement Supplement offered every three years to employees with:

20 years of full-time (FT) service

OR

Minimum of 10 years of FT service plus age at retirement equal to 70

Must have 10 years of continuous FT MCHD employment immediately prior to retirement

Must have been continuously enrolled in one of the MCHD health insurance programs (PPO or HSA) for 3 years prior to retirement

Must not be eligible for Medicare or Medicaid coverage



Questions?

Thank you!

GIS Services Project Agreement

This Project Agreement is made by and between **Montgomery County Hospital District** organized under the laws of the state of Texas, and **Geo-Comm, Inc** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer" and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development, and professional project management and is willing to provide those services to the Customer based on this background.

The Customer desires to have services provided by GeoComm. Therefore, the parties agree as follows:

Section 1 - Description of Service

Beginning upon contract signing GeoComm will provide the following goods and services (collectively the Services): Refer to the itemized Exhibits herein and made part of this agreement:

- GIS Map Data Maintenance – one year
- One-time Surrounding County Addition
- Project Management

Section 2 - Payment

The Customer will pay a fee to GeoComm of **\$39,102.30** for services as described in this agreement and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm on the following schedule:

- \$ 19,551.15 50% invoiced net 45 upon contract signing
- \$ 19,551.15 50% invoiced net 45 six months after contract signing

Section 3 - Late Payment Fee

All invoices issued under this contract shall be submitted to the Customer net 45 days. A 1.5% service charge shall be assessed to all invoices not paid within 45 calendar days from date of invoice.

Section 4 - Expense Reimbursement

GeoComm shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from the Customer except by mutual prior agreement.

Section 5 - Performance of Services

GeoComm will work as many hours as is necessary to fulfill its obligations under this agreement.

Section 6 - Standards of Work

GeoComm agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to employ the care and skill ordinarily used by members of GeoComm's profession. GeoComm warrants that all equipment and/or software provided under this Agreement shall be new and in good working condition. All packaging and packing shall be in accordance with good commercial practice.

Section 7 - Changes in the Work

The Customer may, at any time by written order, make changes within the general scope of the work including but not limited to, revisions of, additions to, or subtractions from, portions of the work, or changes in method of shipment or packaging and place of delivery.

If any change order causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an adjustment based on the exhibits, shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly.

Section 8 - Excusable Delays

Neither GeoComm nor the Customer shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties.

Section 9 - Taxes

The Customer may be a taxing authority may be excluded from paying Federal, State, or Local excises, sales, lease, gross income, service, rental, use, property, occupation, or similar taxes. If GeoComm is required to pay taxes of the Customer, the Customer shall pay to GeoComm the amount of such taxes no later than thirty (30) days after receipt of an invoice.

Section 10 - Limitation of Liability

To the fullest extent permitted by applicable law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GeoComm and GeoComm's officers, directors, partners, employees and sub-consultants, and any of them, to the Customer and anyone claiming by or through the Customer, for any and all claims, losses, costs or damages, including attorneys' fees and costs of any nature whatsoever or expenses resulting from or in any way related to this agreement, including the products and services delivered by GeoComm hereunder or the use thereof by Customer, shall not exceed the total compensation received by GeoComm in project fees under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by applicable law.

Section 11 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 12 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer. The Customer will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit for the benefit of GeoComm as a function of this agreement.

Section 13 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with or on behalf of the Customer.

Section 14 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement shall also be bound by the provisions of this agreement.

Section 15 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are in any way a result of the negligence of GeoComm or its employees or agents.

Section 16 - Insurance

GeoComm shall obtain liability insurance for both personal injury and property damage. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer.

Minimum limits for GeoComm liability insurance shall be in the amount of \$1,500,000.00 for any number of claims arising out of a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 17 - Data Confidentiality

GeoComm agrees to review, examine, inspect, or obtain Customer data only for the purposes described in this agreement and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement.

Section 18 - Records Retention and Availability

GeoComm agrees that the Customer, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of GeoComm and involve transactions relating to this Agreement.

GeoComm agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

Section 19 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of the GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered, and distributed at the Customer's discretion.

Section 20 - Nondiscrimination

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting the provisions of this nondiscrimination clause.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor is an equal opportunity employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 21 - Drug-Free Workplace to be maintained by the Contractor

During the performance of this contract, GeoComm agrees as follows:

- a) GeoComm shall provide a drug-free workplace for all of their employees. GeoComm agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b) GeoComm, in all solicitations or advertisements for employees placed by or on behalf of GeoComm, shall state that such contractor maintains a drug-free workplace.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

GeoComm shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 22 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer.

Section 23 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

Montgomery County Hospital District

Calvin Hon
1400 S Loop 336 West, Suite 500
Conroe, TX 77304
Phone # (936) 523-1120
E-mail chon@mchd-tx.org

GeoComm

Heather Hoskins
Controller
601 West St. Germain Street
St. Cloud, MN 56301
Phone (320) 240-0040
E-mail hhoskins@geo-comm.com

Section 24 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 25 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 26 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 27 - Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 28 - Laws to be Observed

GeoComm shall keep fully informed of all Federal and state laws, all regulations pertaining to the Occupational and Safety Hazards Act (OSHA), all local laws, ordinances and regulations, and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 29 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Texas shall apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the state of Texas.

For: Montgomery County Hospital District

By: _____

Signature/Title

Date: _____

For Geo-Comm, Inc.

By: _____

Heather Hoskins

Heather Hoskins/Controller

Date: _____

4-18-18

Exhibit - A**Pricing**

GeoComm's contract number for the Texas Department of Information Resources (DIR) is DIR-TSO-3441

Total does not include sales tax. MCHD is responsible for paying all applicable sales taxes.

Montgomery County Hospital District, Texas GIS Map Data Maintenance	\$30,690.00	\$26,314.20
One-Time Surrounding County Addition	\$4,185.00	\$3,588.30
Project Management	\$10,080.00	\$9,199.80
Total	\$44,955.00	\$39,102.30
Note: Pricing does not include administrative fees assessed by surrounding counties, if applicable. MCHD is responsible for paying applicable fees		

GeoComm will deliver an updated map package six times over the course of the year-long contract. Packages will be delivered approximately bi-monthly (every two months with the schedule being set at project initiation) with the first package being delivered 30 days after contract signing. Any data updates provided two weeks prior to a scheduled package delivery will be included in the delivery. GeoComm will provide a maintenance summary report along with each map package delivery. The report will outline the changes made to the data and will document any unique mapping or addressing situations that MCHD should be aware of. If GeoComm delivers an incomplete package (package that has incomplete updates or errors within the data) or fails to include updates that meet the two-week deadline, GeoComm will complete the updates and re-run the quality check and provide an updated package within two weeks. This updated package will not count against the six total packages purchased.

Note: Map packages, in this agreement, refers to individual updated and quality checked Address Point, Hydrant, and Emergency response boundary layers.

For your dispatch mapping software to operate with the critical accuracy required, it is imperatively the GIS data residing in the software is kept current. GeoComm proposes to provide the Montgomery County Hospital District (MCHD) with GIS maintenance services.

GeoComm will use hard copy and/or digital resources provided by MCHD to update the map data layers for plotting wireline 9-1-1 calls. MCHD will provide GeoComm with the most current GIS data from the Montgomery County GIS department, along with GIS data from the Village of Creekside Park. GeoComm will detect any changes that have been made in the county's data, and use this as a basis for changing the following MCHD GIS layers:

- Road Centerlines
- Address Points
- Emergency Response Boundary
- Hydrants

Every two months GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the emergency response boundary layer when updates are requested
- Update the hydrant layer when updates are requested
- Update the address point layer with any additions, deletions, and/or corrections. MCHD must provide accurate location information or latitude and longitude for the approximate placement of address points not included in updated Montgomery County and Village of Creekside Park GIS layers
- Provide technical advice via telephone and email regarding unique addressing situations or addressing discrepancies, including regularly scheduled monthly or bimonthly conference calls
- Complete regular topology-related quality control on all map layers used for wireline 9-1-1 call plotting

A report to MCHD will be included with each bimonthly (6 per year) update, including lists of any changes made as well as a list of any issues that need further clarification from MCHD.

Surrounding County Data

For areas within ten miles of Montgomery County's borders, GeoComm additionally proposes to add surrounding county GIS map data one time to MCHD's GIS. Map layers which may be added include Roads and Emergency Service Zones. If available, these layers will be added for the following surrounding counties:

- Grimes County
- Harris County
- Liberty County
- San Jacinto County
- Walker County
- Waller County

Surrounding county data will be edge-matched and appended to MCHD's GIS base map layers, extending 9-1-1 call plotting and address search capabilities into neighboring counties. The location and number of calls that plot depends on the quality of the surrounding county map data provided.

MCHD will be asked to obtain data from the surrounding counties along with signed permission from each surrounding county to use their data for this project. GeoComm will provide a template authorization form that may be used.

The surrounding county addition is a one-time service. Other than street edge matching, no adjustments will be made to the data and no data will be developed or maintained.

GeoComm Deliverables

In addition to receiving general project support from GeoComm, MCHD will receive the following deliverables related to GIS maintenance:

- Updated road centerline, address point, hydrant, and emergency response boundary layers, provided as frequently as every two months for use in the customer's public safety software mapping systems
- Report of changes made to road centerline, address point, hydrant, and emergency service boundaries
- Responses to questions regarding unique addressing situations or addressing discrepancies as needed
- Regularly schedule meetings with the GeoComm project manager
- One-time surrounding county data for areas within ten miles of Montgomery County's borders

We believe our clients play a critical role in a project's success. While GeoComm will lead the project efforts, we will partner with you to ensure you have in-depth project knowledge and are kept informed about the project status and meeting project goals.

MCHD Responsibilities

It is requested that MCHD provide the following general project support:

- Provide pertinent project information and documentation
- Assist in ongoing quality control
- Provide a single point of contact at MCHD available for communication
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<http://www.geo-comm.com/industries/gis/data-submission/>).

In addition to the requirements above, MCHD will be responsible for the following project- specific support:

- One-time delivery of surrounding county data
- Every two months, delivery of GIS data for Montgomery County and the Village of Creekside Park

PROCLAMATION

To designate the Week of May 20-26, 2018, as Emergency Medical Services Week

WHEREAS, the Montgomery County Hospital District provides Emergency Medical Services to the citizens of Montgomery County, Texas; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the members of emergency medical service teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the Montgomery County Commissioners Court hereby supports and recognizes the Montgomery County Hospital District Emergency Services Personnel as an integral partner to the citizens of Montgomery County.

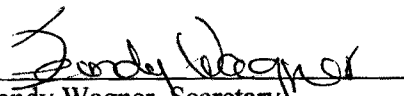
NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Montgomery County, Texas does hereby proclaim the week of May 20-26, 2018 as:

“EMERGENCY MEDICAL SERVICES WEEK”

SIGNED THIS 24th DAY OF APRIL, 2018.


Kenn Fawn, Chairman of the Board

Attest:


Sandy Wagner, Secretary

PROCLAMATION

#2 7A
MAY 08 2018

To designate the Week of May 20-26, 2018, as Emergency Medical Services Week

WHEREAS, the Montgomery County Hospital District provides Emergency Medical Services to the citizens of Montgomery County, Texas; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the members of emergency medical service teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

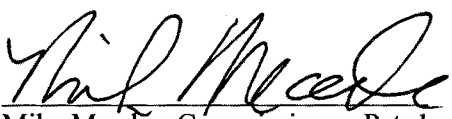
WHEREAS, the Montgomery County Commissioners Court hereby supports and recognizes the Montgomery County Hospital District Emergency Services Personnel as an integral partner to the citizens of Montgomery County.

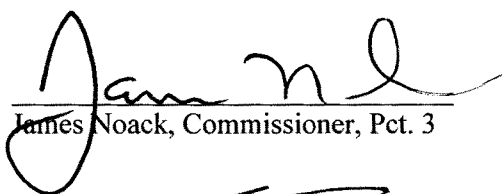
NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Montgomery County, Texas does hereby proclaim the week of May 20-26, 2018 as:

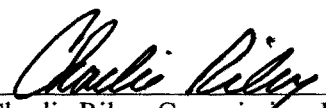
“EMERGENCY MEDICAL SERVICES WEEK”


SIGNED THIS 8th DAY OF MAY, 2018.


Craig Doyal, County Judge

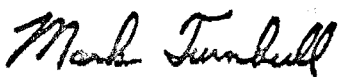

Mike Meador, Commissioner, Pct. 1

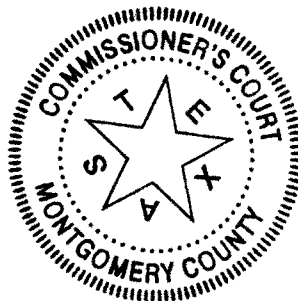

James Noack, Commissioner, Pct. 3

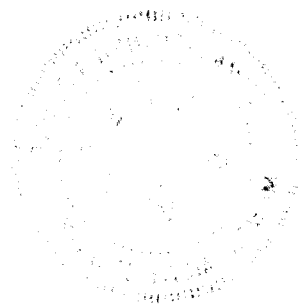

Charlie Riley, Commission, Pct. 2


Jim Clark, Commission, Pct. 4

Attest:


Mark Turnbull, County Clerk





AGENDA ITEM: 24**CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018****BUDGET AMENDMENT – SEPTEMBER 30, 2018**

THAT WHEREAS, therefore on September 12, 2017 the Board heard and approved the budget for the year 2017/2018 for the benefit of Montgomery County Hospital District; and

WHEREAS, to meet unusual and unforeseen conditions, which could not by reasonable and diligent thought and attention, have been included in the budget for 2017/18 adopted on September 12, 2017, or a line item transfer has been requested with no impact on the original budget, or a line item transfer has been requested with a positive impact on the original budget; and

WHEREAS, the Board by and through this budget amendment intends to reflect the funding provided and expenses incurred as a result of its operation and management of the Montgomery County Hospital District for the year 2017/2018 pursuant to its contractual responsibilities therefore.

NOW, THEREFORE, BE IT RESOLVED that upon motion of MR. GRICE, seconded by MR. SPRATT and duly carried by the following vote: AYES: 6 NAYS: 0, the following amendment(s) to said budget is/are hereby authorized:

Budget Amendment 4 - September 30, 2018					
Line	Account Number	Account Description	FY 2018 Annual Budget	FY 2018 Amended Budget	Increase / (Decrease) Net Revenue Over Expenses
1	10-007-56550	Other Services-DSRIP-EMS	1,056,177.00	1,144,696.00	88,519.00
2	10-008-55650	Maintenance-Contract Equipment-Materials Mgt.	184,376.00	64,201.50	(120,174.50)
3	10-008-57650	Repair Equipment-Materials Mgt.	10,200.00	454.46	(9,745.54)
4	10-009-53050	Computer Software-Clinical Services	15,000.00	11,940.00	(3,060.00)
5	10-009-55650	Maintenance-Contract Equipment-Clinical Services	0.00	120,174.50	120,174.50
6	10-009-57650	Repair Equipment-Clinical Services	0.00	9,745.54	9,745.54
7	10-015-53050	Computer Software-Information Technology	620,657.07	613,647.07	(7,010.00)
8	10-015-52754	Capital Purchases-Equipment-Information Technology	119,000.00	99,000.00	(20,000.00)
9	10-016-52754	Capital Purchases-Equipment-Facilities	284,000.00	353,225.00	69,225.00
10	10-025-59350	Worker's Compensation Insurance-Human Resources	528,165.00	400,491.00	(127,674.00)
		Subtotal - Expenses	1,240,553.00	1,208,897.50	0.00
		Increase / (Decrease) Net Revenue over Expenses			0.00
		FY 2018 Annual Budget Change in Fund Balance			(3,562,680.00)
		FY 2018 Amended Budget Change in Fund Balance			(3,562,680.00)

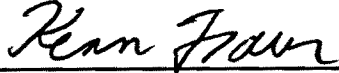
AGENDA ITEM: 25

**CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018**

BUDGET AMENDMENT – SEPTEMBER 30, 2018

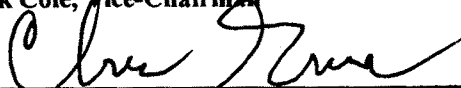
BOARD MEETING DATE: April 24, 2018

APPROVED BY:

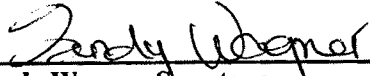


Kenn Fawn, Chairman

Mark Cole, Vice-Chairman



Chris Grice, Treasurer



Sandy Wagner, Secretary



Brad Spratt, Member



Georgette Chatley, Member



Bob Bagley, Member