

**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 26, 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. ~

Mr. Fawn advised the audience that due to not having a quorum at this time the meeting would not continue and that would be called to order upon arrival of one more board member.

Meeting closed at 4:00 p.m."

Meeting called to order at 4:10 p.m. after quorum was established.

2. Invocation

Led by Mr. Cole

3. Pledge of Allegiance

Led by Mrs. Wagner

4. Roll Call

Present:

Mark Cole
Kenn Fawn
Sandy Wagner
Brad Spratt

Not Present:

Bob Bagley
Chris Grice
Georgette Whatley

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Non-Field – Dr. Dickson

Field – Mitchell Ayres

7. **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.

8. **Consider and act on employee Retirement Bridge. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Mr. Brett Allen, CFO gave a presentation to the board.

Mr. Fawn made a motion to accept staff's recommendation in agreement with his discussion with Ms. Whatley for Employee Retirement Bridge. Mr. Cole offered a second and motion passed unanimously.

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

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

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

Mr. Spratt made a motion to consider and act on sole source letter for license renewal of Priority Dispatch System. Mrs. Wagner offered a second and motion passed unanimously.

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

Mr. Spratt made a motion to consider and act on annual license renewal of Priority Dispatch System maintenance. Mrs. Wagner offered a second and motion passed unanimously.

12. **COO Report to include updates on facilities, radio system, supply chain, staff activities, community paramedicine, emergency preparedness and IT.**

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

13. **Consider and act on the HVAC project for 2nd floor. (Mr. Cole, Chair – PADCOM Committee) (attached)**

Mr. Cole made a motion to consider and act on HVAC project for 2nd floor. Mrs. Wagner offered a second. Mr. Cole made a note for the record that this is not a budgeted item. After board discussion motion passed unanimously.

14. **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.

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

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

16. Consider and act on NavCentral contract. (Mrs. Wagner, Chair - Indigent Care Committee) (attached)

Mrs. Wagner made a motion to consider and act on NavCentral contract. Mr. Fawn offered a second. After board discussion motion passed unanimously.

17. Presentation of preliminary Financial Report for eight months ended May 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.

18. Consider and act on deductible on our liability insurance. (Mr. Grice, Treasurer - MCHD Board) (attached)

M. Cole made a motion to accept Option no. 2 for deductible on our liability insurance. Mr. Spratt offered a second and motion passed unanimously.

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

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

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

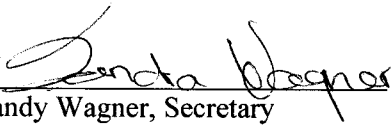
Mr. Fawn made a motion to consider and act on salvage and surplus as listed. Mr. Spratt offered a second and motion passed unanimously.

21. Secretary's Report - Consider and act on minutes for the May 22, 2018 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

Mrs. Wagner made a motion to consider and act on minutes for the May 22, 2018 Regular BOD Meeting. Mr. Fawn offered a second and motion passed unanimously.

22. Adjourn

Meeting adjourned at 4:41 p.m.


Sandy Wagner, Secretary



Subsidized Retiree Health Benefit Programs

Randy Johnson, CEO

June 26, 2018



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 or equal to 75,000
- Municipal employment in a municipality with a population greater than or equal to 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.



MCHD Plan Recommendation

➤ Goals

- Provide long-term employees with a healthcare bridge until Medicare eligibility
- Implement a responsible plan which is sustainable and protects the interest of taxpayers.



MCHD Plan Recommendation

- Eligibility
 - Rule of 75: MCHD full-time years of service plus age is ≥ 75 .
 - Must have 84 months (seven years) of continuous full-time MCHD employment immediately prior to retirement.
 - Spouse and Dependents are eligible for coverage.
 - All seeking coverage (retiree, spouse, dependents) must have been continuously enrolled in one of the MCHD health insurance programs for two years immediately prior to retirement.
 - Plan continues until retiree attains Medicare eligibility (currently, age 65).
 - If employee meets TCDRS retirement requirements, but not the MCHD rule of 75 for retirement healthcare benefits, they can continue their healthcare coverage at their expense.



MCHD Plan Recommendation

- Benefit
 - MCHD will offer continued insurance coverage on the High Deductible Health Plan (HDHP), basic dental and vision plans for eligible staff.
 - MCHD will not contribute to retiree HSA accounts.
 - MCHD will continue to pay 80% of the HDHP employee only premium for retiree.
 - Retiree is responsible for 100% of basic dental and vision premiums.
 - Retiree is responsible for 100% of all premiums for any covered spouse or dependent(s).



MCHD Plan Recommendation

- Additional Specifications
 - The Board will vote annually regarding the continuation of the program.
 - If the Board votes to discontinue the plan, any retiree on the plan at that time would be grandfathered and allowed to stay on the plan until Medicare eligibility is attained.
 - Retiree portion of premium must be received by the last day of covered month or coverage terminates and retiree cannot re-enroll.



Plan Comparison

	Montgomery County	City of Conroe	The Woodlands	Proposed MCHD
State Mandated	Yes	Yes	No	No
Retiree Eligibility				
Age + Years of Service Rule	N/A	80	70	75
Years of Continuous Full-Time Service Rule	25	3	10	7
Years of Continuous Insurance Coverage	25	3	10	2
Plan Terminates at Age 65	No	No	Yes	Yes
Defined Maximum Number of Coverage Years	N/A	N/A	N/A	N/A
Retiree Only Benefit				
Agency Paid Medical (High Deductible)	100%	50%	50% up to \$300	80%
Agency Paid Medical (Low Deductible)	per Plan less 2%	?	N/A	N/A
Dental	No	50%	0%	0%
Vision	No	50%	0%	0%
Spouse and Dependent Eligibility and Benefit	Yes	Yes	Yes	Yes
Years of Continuous Insurance Coverage	2	1	?	2
Agency Paid Medical for Dependent(s)	per Plan less 2%	0%	N/A	0%
Dental	N/A	0%	0%	0%
Vision	N/A	0%	0%	0%



Estimated MCHD Claims Cost with 40% Eligible on Plan

Retirement Healthcare Plan Year =====>>	09/30/19	09/30/20	09/30/21	09/30/22	09/30/23	09/30/24	09/30/25	09/30/26	09/30/27	09/30/28
	1	2	3	4	5	6	7	8	9	10
Est. # of Eligible Employees	18	21	23	27	34	38	43	50	53	53
Est. # of Employees on Plan (40%)	7	8	9	11	14	15	17	20	21	21
Est. Per Member Net Plan Cost ⁽¹⁾⁽²⁾	\$5,353	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832	\$7,174	\$7,533	\$7,910	\$8,306
Est. MCHD Net Plan Cost	<u>\$37,472</u>	<u>\$44,968</u>	<u>\$53,118</u>	<u>\$68,167</u>	<u>\$91,098</u>	<u>\$102,480</u>	<u>\$121,958</u>	<u>\$150,660</u>	<u>\$166,110</u>	<u>\$174,426</u>

(1) The per Member Plan Net Cost is equal to Total Plan Cost less Employee Premiums.
 (2) The Member Plan Cost is estimated to increase 5% each year.



Estimated MCHD Claims Cost with 100% Eligible on Plan

Retirement Healthcare Plan Year =====>	09/30/19	09/30/20	09/30/21	09/30/22	09/30/23	09/30/24	09/30/25	09/30/26	09/30/27	09/30/28
	1	2	3	4	5	6	7	8	9	10
Est. # of Eligible Employees	18	21	23	27	34	38	43	50	53	53
Est. # of Employees on Plan (100%)	18	21	23	27	34	38	43	50	53	53
Est. Per Member Net Plan Cost ⁽¹⁾⁽²⁾	\$5,353	\$5,621	\$5,902	\$6,197	\$6,507	\$6,832	\$7,174	\$7,533	\$7,910	\$8,306
Est. MCHD Net Plan Cost	<u>\$96,355</u>	<u>\$118,041</u>	<u>\$135,746</u>	<u>\$167,319</u>	<u>\$221,238</u>	<u>\$259,616</u>	<u>\$308,482</u>	<u>\$376,650</u>	<u>\$419,230</u>	<u>\$440,218</u>

(1) The per Member Plan Net is equal to Total Plan Cost less Employee Premiums.

(2) The Member Plan Cost is estimated to increase 5% each year.



Estimated Monthly Premiums

Medical - HDHP	(MCHD 80% / EE Only 20%)		
	Total	MCHD	Employee
Employee Only	\$615.57	\$492.46	\$123.11
Employee + Spouse/Domestic Partner	\$1,434.29	\$492.46	\$941.83
Employee + Child(ren)	\$1,120.34	\$492.46	\$627.88
Employee + Family	\$1,748.24	\$492.46	\$1,255.78

Dental - Base PPO	(MCHD 0% / Employee 100%)		
	Total	MCHD	Employee
Employee Only	\$16.64	\$0.00	\$16.64
Employee + Spouse/Domestic Partner	\$38.81	\$0.00	\$38.81
Employee + Child(ren)	\$26.39	\$0.00	\$26.39
Employee + Family	\$48.58	\$0.00	\$48.58

Vision	(MCHD 0% / Employee 100%)		
	Total	MCHD	Employee
Employee Only	\$6.22	\$0.00	\$6.22
Employee + Spouse/Domestic Partner	\$11.81	\$0.00	\$11.81
Employee + Child(ren)	\$12.44	\$0.00	\$12.44
Employee + Family	\$18.27	\$0.00	\$18.27



Questions?

Thank you!



MEMORANDUM OF SOLE SOURCE

Emergency Medical, Police, and Fire Priority Dispatch Systems

1 May 2018

Priority Dispatch Corp. (evolved from Medical Priority Consultants, Inc.) is the only all-purpose and comprehensive Priority Dispatch systems provider company in the world. This includes the following exclusive areas within Emergency Dispatch:

- 1) Only provider of Expert System Priority Dispatch call-taking software
- 2) Only provider of fully two-way CAD integrated Priority Dispatch software system (ProQA)
- 3) Only provider of Automated Quality Assurance Priority Dispatch Case Review software (AQUA)
- 4) Only provider of 24 hour/7day technical support service for Priority Dispatch-related software
- 5) Only contracted provider of the International Academies of Emergency Dispatch's unified protocol systems: Medical Priority Dispatch System version 13.1, Police Priority Dispatch System version 6.0, and Fire Priority Dispatch System version 6.1
- 6) Only contracted provider of the International Academies of Emergency Dispatch's unified alternate care/referral protocol OMEGA (Medical Priority Dispatch System) version 13.1 OMEGA
- 7) Only contracted provider of the IAEMD's Principles of Emergency Medical Dispatch, 6th Edition
- 8) Only provider of Comprehensive Implementation of MPDS, FPDS, and PPDS Consulting Services (IAED Accreditation Eligibility services)
- 9) Only contracted Emergency Dispatch Instructor Training organization through the International Academies of Emergency Dispatch
- 10) Only contracted ED-Q Training organization through International Academies of Emergency Dispatch
- 11) Only contracted National Q comprehensive quality assurance program
- 12) Only contracted Priority Dispatch International Emergency Dispatch Leadership Certification Seminar Training organization through International Academies of Emergency Dispatch
- 13) Only Priority Dispatch CD-ROM-based continuing education (CDE) program provider
- 14) Only contracted provider of IAED-approved Priority Dispatch 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 Priority Dispatch-related systems and services and is generally acknowledged as both the inventor of the science and the leader in the field of Priority Dispatch.

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

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1 May 2018





Medical Priority Consultants, Inc.
dba Priority Dispatch Corp
110 South Regent Street, Suite 500, Salt Lake City, Utah, 84111, United States
Phone: (801) 363-9127 Fax: (801) 746-5879
www.prioritydispatch.net

INVOICE

Invoice Number	SIN119410
Invoice Date	06/13/2018
Agency ID	436

Billing Address

Montgomery County EMS
ATTN Accounts Payable Liz Bedair
PO Box 478
Conroe, TX 77305-0478
United States

Shipping Address

Montgomery County EMS
1400 S Loop 336 W
Conroe, TX 77304-3317
United States

Customer Reference	PO #	Shipping Method	Invoice Currency	Due Date
INV-8780	Esp to invoice		USD	07/13/2018

Product Name	Quantity	Unit Price	Tax Rate	Tax	Net Value
ProQA ESP (P) M/F <i>License Renewal, Service & Support</i> <i>7/12/2018 - 7/11/2019</i>	9	\$ 2,888.89	0.000 %	\$ 0.00	\$ 26,000.01
Net Total					\$ 26,000.01
Tax Total					\$ 0.00
Invoice Total					\$ 26,000.01

Payment Detail

Please make checks payable to Priority Dispatch in US Dollar (USD). Contact
Accounting@prioritydispatch.net with any questions regarding this invoice.



Proposal No. S 0608

Date: 10/20/17

Created By Sam
Storenski

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270 LAKE MEADOWS DR

Montgomery, TX

(936) 588-4114 FAX (936) 588-4118

TACL A016611C

Attn: Avery Belue

Job Location or Address: MCHD

Scope of Proposed Services

We propose to install 4 VAV units with the following scope:

1. Supply and install 4 VAV units with hot water coils.
2. Supply and install mid pressure duct to all 4 units and downstream duct to new grills in the area that we will provide.
3. Supply and install hot water piping from future valves to all 4 units.
4. Run electrical from storage room to all 4 VAV unit. Includes disconnects and breakers
5. Run drain lines
6. Start up and check operation.

Exclusions: Controls to BMS system.

Services, as proposed, for the sum of: Total price.....\$41,850.00

Thank you for the opportunity to bid this project. Please feel free to call if you have any questions or comments.

Terms : All work to be completed in a workmanlike manner according to standard practices, procedures, and current code requirements. Any alteration or deviation from proposed scope of services involving additional costs will be executed only upon written orders. All labor is based on regular working hours unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Payment terms are Net on Receipt unless otherwise stated. The sum noted above does not include any applicable taxes unless otherwise stated. This proposal is valid for 30 days. Acceptance of proposal: The above specifications, price and terms are satisfactory and are hereby accepted. All work will commence upon receipt of this signed proposal or purchase order.

Approved By: _____

Date: _____

Approved By: _____

Date: _____ REGULATED BY TEXAS

DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TX. 78711, 1-800-803-9202, 512-463-6599

PROPOSAL

OGH SERVICES, INC. 3730 CREEKMONT HOUSTON, TX 77091
VOICE: 713-686-3037 E-MAIL: vinceb@oghservices.com FAX: 713-686-3091
TACLA 008464E HUB CERTIFIED

DATE: January 9, 2018

TO: Avery (Montgomery County EMS)

STREET:

CITY, STATE, ZIP:

PHONE:

FAX:

JOB NAME: Install 4 VAV controllers

JOB LOCATION:

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Ogh Services Inc. is pleased to have the opportunity to provide you with pricing for the property referenced above. Below you will find a scope of work that will be performed. Please advise if you have any questions.

Scope: OGH Services Inc. will program and commission 4 Distech Lon VAV controllers.

OGH Services . will provide spected chilled water valves as well as 4 Lon Distech controllers, supply air temperature sensors, start/stop heat relays and room temperature sensors.

The Distech VAV controllers will be programmed to control each VAV box for proper operation. The existing supervisory controller will be updated to reflect the new VAV controllers including equipment graphics. This will allow the user to adjust set points and monitor each controller.

Exclusions:

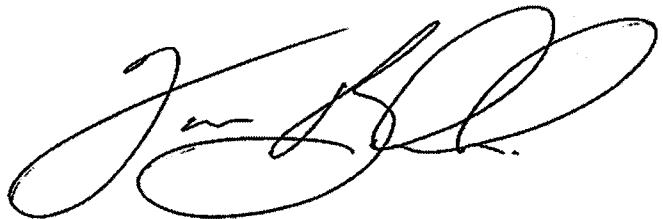
- Drywall paint and patching
- Any after hours labor and weekend labor
- Network configuration
- Any additional programming or commissioning for existing controllers

WE PROPOSE TO FURNISH MATERIALS AND LABOR (COMPLETE) IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF: Five Thousand Nine Hundred Twenty Five Dollars. \$ 5,925.00

NET 30 DAYS

TAXES NOT INCLUDED IN BID

WE APPRECIATE THE OPPORTUNITY TO PRESENT THIS QUOTE AND HOPE YOU WILL KEEP US IN MIND IF WE CAN BE OF ANY FURTHER SERVICE. PLEASE DO NOT HESITATE TO NOTIFY US FOR ANY REASON.



THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.
YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE

SIGNATURE

Regulated by the Texas Department of licensing and Registration, PO Box 12157, Austin, Texas 78711, 1-800-803-9202

CALL CENTER AGREEMENT

This Client Agreement (this "Agreement") is made by and between Nav Central, LLC, a Texas limited liability company ("Nav Central"), and Montgomery County Hospital District, a Texas based hospital district (the "Client") effective July 1, 2018 ("Effective Date"). Nav Central and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties."

RECITALS

- A. Nav Central provides Healthcare Pathway Management including 24-hour Call Center and Telephonic Triage Services;
- B. Client provides comprehensive patient care services through emergency and non-emergency ambulance transport services, mobile integrated health with the use of Community Health Paramedics; and
- C. Client desires to retain Nav Central to provide the Call Center and Triage services described in this Agreement (collectively, the "Services").

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be fully and legally bound by this Agreement, hereby agree as follows:

AGREEMENT

1. **Term.** This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months ("**Initial Term**") unless terminated sooner pursuant to Section 2 hereof. At the conclusion of the Initial Term and any Renewal Term thereafter, this Agreement shall automatically renew for a term of one (1) year (each such term, a "**Renewal Term**") but subject to the early termination provisions set forth in section 2 below, unless either Party provides the other with written notice of termination at least ninety (90) days prior to the termination of the Initial Term or Renewal Term, as the case may be.

2. **Termination.**

2.1 **Termination without Cause.** After the expiration of the Initial Term and the first Renewal Term, either Party may terminate this Agreement without cause by providing the other Party with ninety (90) days' notice of termination.

2.2 **Termination for Cause.** In the event of a material breach of this Agreement, the non-breaching Party shall notify the breaching Party in writing, of the specific nature of the breach and shall request that it be cured. If the breaching Party does not cure the breach within fifteen (15) days of such notice, the non-breaching Party may immediately terminate this Agreement on written notice to the breaching Party, and such termination shall not preclude the non-breaching Party from pursuing any and all remedies available to it at law or at equity.

2.3 **Immediate Termination.** Either Party may immediately terminate the Agreement upon delivery of written notice to the other Party if: a) such other Party is excluded

from the Medicare/Medicaid programs, or is subject to a final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program; b) such other Party loses its license or certification necessary to perform the services hereunder; or c) upon the appointment of a receiver of the property of the other Party for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the other Party.

2.4 **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a Party (the "Noticing Party") reasonably believes (i) materially and adversely affects either Party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other Party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other Party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

2.5 **Effect of Termination.** As of the effective date of termination of this Agreement, neither Party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement.

3. **Duties of Nav Central.** Nav Central shall provide the following Services with the collaboration of Client during the term of this Agreement:

3.1 **Call Center and Triage Services.** Nav Central will provide a telephone call center (the "Call Center") that is staffed 24 hours a day, 7 days a week, through which it will, for "Referred Patients" (as defined in Section 3.4, below), triage episodic medical needs, dispatch emergency medical services, schedule community health paramedic appointments, and address needs for pharmacy, durable medical equipment, or other ancillary services. Except for the dispatch of emergency medical services, the call center services will be limited to the matters set forth in Schedule 1 of this Agreement (the "Matters") for Referred Patients. Schedule 1, which is appended hereto as a part of this Agreement may be amended by the Parties by execution of a written amendment to this Agreement.

3.2 **Phone Numbers and Information Materials.** Nav Central will provide Call Center phone numbers and informational materials regarding the Call Center Services to Client for distribution to Patients.

3.3 **Scripts.** Prior to the commencement of Services, Client and Nav Central will agree on scripts to be followed by Nav Central Call Center employees ("Nav Central Personnel") in discussions with Referred Patients. Nav Central Personnel shall not discuss Matters with Referred Patients for which no script has been created and agreed to. Notwithstanding this, Nav Central shall create and use its own scripts for emergency referrals.

3.4 **Referred Patients.** Referred Patients are Montgomery County Hospital District patients who are specifically referred from time to time by Client, in writing or through shared electronic software systems, to Nav Central for Call Center Services hereunder. Nav Central Personnel shall provide Call Center Services only to Referred Patients, and only for the "Risk Period" of 365 days following the treatment events that initiated the Referred Patients' status in the program. Upon notice from Client, Nav Central shall promptly remove patients from the Referred Patient list or make other administrative changes, such as changing the Matters applicable to Referred Patients. Patient referrals and removals shall be made through the shared electronic software systems' electronic mail delivered by Client to the following address: services@directionalcare.com, and must include the Patient's phone number and, as applicable, the Matters which Nav Central Personnel may discuss with Patient in order for Nav Central Personnel to be able to place or take the Patient phone call. For purposes of this Agreement, Nav Central will provide the Call Center services to Referred Residents' legally authorized medical power of attorney holders, caregivers, guardians, or other representatives as applicable and permitted by law.

3.5 **Standard Call Services.**

3.5.1 Nav Central will make its initial call to each Referred Patient within 48 hours of enrollment into the program.

3.5.2 Following its initial call to each Referred Patient, Nav Central will make additional standard follow-up calls per month to each Referred Patient.

3.5.3 In addition, Nav Central will make "out of normal" follow-up calls as reasonably required to assist in the resolution of Referred Patient inquiries and issues that arise from Referred Patient inbound calls or from Nav Central' standard follow-up calls.

3.5.4 Nav Central will answer all calls from patients, families and care givers that were directed to the Client's office and on-call numbers. All calls will be answered by a trained clinician (EMT, paramedic, nurse or MLP).

3.5.5 Nav Central will use Client-approved protocols and algorithms to manage patient needs encountered and identified during calls. Nav Central will engage other clinicians and providers, both those employed or contracted by Nav Central and those of Client (determined by approved protocols) to manage patient needs encountered and identified during calls.

3.5.6 Encounter information will also be recorded via Nav Central' electronic Pathway Management System, and Client will receive electronic updates of such data. Nav Central will provide data sharing back to Client's EHR, to the extent permitted by Client and EHR vendor, to include all fields and data collected by Nav Central on contracted calls as recorded in Nav Central' Pathway Management System.

3.5.7 Nav Central shall provide Call Center services to Referred Patients 24-hours per day, 365 days per year.

3.6 **Emergency Calls.** Nav Central will immediately refer all Patient or other calls for emergency assistance to the appropriate local emergency responders. Nothing in this Agreement shall be construed to prevent Nav Central from making any emergency communications or taking any actions related to an emergency that Nav Central deems are appropriate in its own judgment, on its own behalf, and not under this Agreement or as an agent or on behalf of Client.

3.7 **Community / Home Interventions.** In the event that Nav Central needs to dispatch a Community Health or Advanced Practice Paramedic for interventional care to a Patient, Nav Central will not be responsible for the costs associated with such encounters; rather, the charges and responsibility for such services shall be between the first responders or emergency medical services providers providing such care and the Patient.

3.8 **Reports and Records.** On a monthly basis, Nav Central will provide Client with written or electronic reports of all Call Center Services provided with the content and format reasonably requested by Client. Nav Central shall assign one Nav Central representative who is primarily responsible to coordinate the Services and communicate with Client's designated representative(s). Nav Central will maintain records regarding the Services provided for the time period(s) required by applicable law.

3.9 **Quality Improvement.** Nav Central will collaborate with Client to determine measure Key Performance Indicators for the ongoing assessment and quality control of Call Center Services, including but not limited to: Patient call wait times, equipment and service interruptions or outages, customer service metrics, etc.

3.10 **No Treatment Services.** Under no circumstances will Nav Central provide patient treatment guidance or services on Client's behalf or otherwise related to this Agreement. Any treatment related services that Nav Central may choose to provide to a third party in an emergency or in any other extraordinary circumstances shall be done outside the scope and authority of this Agreement, in Nav Central's sole and independent capacity, and not on behalf of Client.

3.11 **Staffing.** Nav Central shall provide, supervise and administer the employment of qualified and legally credentialed and eligible staff to perform the Services.

3.12 **Financial Responsibility.** Except as specifically provided in this Agreement, Nav Central will be solely responsible for the cost and expense of providing Services, with the exception of Community/Home Interventions as outlined in section 3.7.

4. **Mutual Obligations.**

4.1 **Representation as to Government Programs.** Each Party represents and warrants that it and its employees and contractors providing services under this Agreement are not, and have not been, excluded from participation in the Medicare or Medicaid Programs or otherwise found to be in violation of any of the rules or regulations of such programs, or have been convicted, under federal or state law, of a criminal offense related to (i) the neglect or abuse of a patient, or (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under the Medicare or Medicaid Programs. Each Party warrants and represents that it is not under suspension or subject to any disciplinary proceedings or other sanctions or penalties (including

but not limited to any administrative sanctions, suspension of payments, civil monetary penalties, or assessments) by any federal or state governmental authority or agency having jurisdiction over the professional activities of such Party and that it is not under any formal or informal investigation or preliminary inquiry by any governmental authority or agency for possible suspension, disciplinary action, or other sanction or penalty; and it has not been subject to any health care related criminal fine, restitution order, civil judgment, criminal judgment or judgment under the False Claims Act.

4.2 **Compliance with Applicable Laws.** Each Party shall operate at all times in compliance with applicable federal, state and local laws, rules and regulations, including, but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)). Each Party hereby certifies its compliance with the applicable licensure(s) of the State in which the Services are to be performed, and that it has all necessary approvals and certificates required by the applicable state and federal agencies.

4.3 **Notice of Adverse Actions.** Each Party shall immediately notify the other of any legal, administrative or governmental surveys, investigations, reviews, or proceedings initiated against it or any provider that might affect the notifying Party's ability to perform its duties and obligations under this Agreement.

4.4 **Confidentiality; Non-Solicitation.**

4.4.1 **General.** In performing their respective obligations hereunder, financial information, business records and other confidential information regarding the Parties may be disclosed to one another (each Party providing Confidential Information (as defined below) may be referred to herein as a "**Providing Party**"). Each of the Parties desires to receive such Confidential Information from the other, and in connection therewith, the Providing Party is willing to disclose such confidential information to the other Party (each receiving Party may be referred to below as a "**Receiving Party**") based upon the terms and conditions set forth below.

4.4.2. **Confidential Information.** All oral and written information concerning the Parties received by a Receiving Party from any one or more of the directors, officers, employees, representatives or investor partners of a Providing Party, or otherwise made available to the Receiving Party by or on behalf of a Providing Party (irrespective of the form of communication), and all analyses, compilations, data, studies, notes, interpretations, memoranda, computer systems, software, information dashboards, or other documents or information prepared by the Receiving Party or its representatives containing or based in whole or in part on any such furnished information are collectively referred to herein as the "**Confidential Information**," except as provided to the contrary below. The Confidential Information will be used solely for the purpose of performing the Parties' respective obligations under this Agreement, and the Confidential Information will be kept strictly confidential and will not be disclosed by the Receiving Party or its representatives, except (a) as required by applicable law, regulation or legal process, and only after compliance with Section 4.4.4 below, and (b) that the Receiving Party may disclose the Confidential Information or portions thereof to those of its representatives who need to know such Confidential Information for the purpose of evaluating such Transaction; provided, that each such representative (i) is informed of the confidential and proprietary nature of the Confidential Information and (ii) agrees to be bound by and perform this Agreement. The Receiving Party shall each

be responsible for any breach of this Agreement by its respective representatives (but shall not be responsible for any breach by a representative of the other Receiving Party). The term "Confidential Information" does not include any information which (a) at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure directly or indirectly by a Receiving Party or its representatives in violation hereof), (b) is or becomes available to a Receiving Party on a non-confidential basis from a source other than the Providing Party or its advisors, provided that such source was not known by the Receiving Party to be prohibited from disclosing such information to the Receiving Party by a legal, contractual or fiduciary obligation owed to the Providing Party, (c) the Receiving Party can establish is already in its possession (other than information furnished by or on behalf of the Providing Party) or (d) is subsequently and independently developed by the Receiving Party without use or benefit of the Confidential Information. A party should not designate as confidential information that is publicly available or that constitutes public information under a government-transparency law, such as the Open Meetings Act or the Public Information Act, Texas Government Code, chapters 551 and 552.

4.4.3 Non-Disclosure of Receipt of Confidential Information. Without the prior written consent of the Providing Party, neither the Receiving Party nor its representatives will disclose to any person (except to the extent otherwise required by applicable law compliance with Section 4.4.4 below) that it has received Confidential Information from the Providing Party or Confidential Information has been made available by the Providing Party. The term "person" as used in this Agreement will be interpreted broadly to include the media and any corporation, company, business trust, group, partnership, limited liability company, or other entity or individual, other than the Receiving Party's representatives who have agreed to be bound by the terms of this Agreement.

4.4.4 Disclosures Required by Law. If a party believes that it may have to disclose the other party's confidential information (e.g., in response to a court order or subpoena), then the party will notify the other party of the possible pending disclosure with enough information and sufficiently far enough in advance for the other party to state steps to protect its interests.

4.4.5 Return and Destruction of Confidential Information. Upon the termination of this Agreement, the Receiving Party and its representatives will, at its sole cost and expense, promptly return to the Providing Party or destroy all Confidential Information and all copies, extracts or other reproductions in whole or in part thereof, provided, however, that the Receiving Party shall be entitled to maintain a single copy of such Confidential Information for compliance purposes only. Notwithstanding the return or destruction of the Confidential Information or the termination of this Agreement, the Receiving Party and its representatives will continue to be bound by the confidentiality and other obligations hereunder.

4.4.6 Non-Solicitation. During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, (i) a Party shall not, directly or indirectly, attempt to influence, persuade or induce, or assist any other person or entity in so influencing, persuading or inducing, any employee, contractor, consultant, supplier, vendor, or customer of the other Party to terminate or not to commence employment or a contractual business relationship with the other Party, or (ii) directly or indirectly solicit, hire, recommend the hiring or manage (or assist another in soliciting,

recommending, hiring or managing) for employment or other personal service engagement any employee, contractor, or consultant of the other Party or any person who was an employee, contractor, or consultant of the other Party at any time during the last six (6) months preceding the termination of this Agreement.

4.4.7 Survival. The provisions of this Section 4.4 shall survive any termination of this Agreement, and the existence of any claim or cause of action by the Receiving Party against the Providing Party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Providing Party of the covenants and agreements of this Section 4.4.

4.5 Business Associate under HIPAA and HITECH Act. The Parties agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, as amended or supplemented ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 142, as amended or supplemented. In addition, CLIENT agrees to comply with applicable provisions contained in the American Recovery and Reinvestment Act of 2009, specifically including the additional requirements of Title XXX of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The Parties have herewith executed the Business Associate Addendum attached hereto as Exhibit A, which more fully sets forth their respective obligations concerning HIPAA and the HITECH Act.

5. Compensation.

5.1 Prior to the beginning of the delivery of the Services by Nav Central, Client shall pay to Nav Central an implementation fee of \$7500 for the creation, setup, and client portal implementation of services.

5.2 For each month (including partial months) during the term of this Agreement Client shall pay to Nav Central a Managed Patient fee equal to the sum of:

- a. Patient Population \leq 300 managed patients per month = \$8191.16
- b. 301 to 450 managed patients per month = \$10,385.39
- c. 451 to 600 managed patients per month = \$12,613.20
- d. 601-750 managed patients per month = \$14,911.00
- e. 751 to 900 managed patients per month = \$17,278.79
- f. 901 to 975 managed patients per month = \$18,640.48
- g. 976 to 1050 managed patients per month = \$20,037.16
- h. >1,050 Managed Patients Per Month, the parties will agree to a revised fee schedule, which once executed, shall become effective as an amendment to this agreement.

5.3 Client shall reimburse Nav Central for all reasonable out-of-pocket expenses, but only to the extent approved and authorized by Client in advance, incurred by Nav Central in connection with the performance of this Agreement. Said costs and expenses shall include, but not be limited to client specific printing/collaterals, travel, lodging, meals and other business expenses incurred by Nav Central in the performance of this agreement.

5.4. **Definitions**

5.4.1 **Managed Patient.** A "Managed Patient" is a patient that has been assigned to Nav Central by Client, who remains active under the care of the program for which the service is provided, and to whom Nav Central is actively providing services at least once per calendar month.

5.4.2 **Phone Conversation.** A "Phone Conversation" is defined as an initial inbound or outbound Phone Conversation regarding one or more discrete inquiries, requests or incidents related to a Matter, together with all follow-up Phone Conversations regarding the same issue(s). A phone call that is not directly related to or caused by a previous Phone Conversation (in other words, one that is not a "follow up" call on a previous matter), is a separate Phone Conversation.

5.5 **Invoicing.** Nav Central shall invoice Client in advance for the fees due hereunder on or before the first (1st) day of each month during the Term of the Agreement. Nav Central shall deliver a final invoice for all outstanding amounts due hereunder to Client within fifteen (15) days of the date of termination of the Agreement. Client shall remit payment for the amount reflected on each invoice on or before the expiration of 30 days from Client's receipt of each invoice. Client shall be subject to the Texas Prompt Payment Act for any undisputed invoices not paid within 30 days from Client's receipt of an invoice hereunder.

6. **Additional Provisions.**

6.1 **Indemnification.** To the fullest extent allowed by law, each Party agrees to indemnify the other, its designees, assigns, affiliates and respective officers, directors, employees and agents against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, court costs and reasonable attorney's fees) resulting from or arising out of, directly or indirectly, any act or omission (including, but not limited to, any negligent, reckless or intentional act or failure to act) by a Party's designees, assigns, officers, directors, employees and agents or any failure by a Party's officers, directors, employees and agents to perform any obligation undertaken in or any covenant made pursuant to this Agreement. Upon written notice to designee(s) of each Party, each Party shall resist and defend at its own expense, and by counsel reasonably satisfactory to the other, any such claim or action. The provisions of this Section shall survive expiration or other termination of this Agreement, regardless of the cause of such termination. The indemnification provided under this Section 6.1 shall supplement, and not supersede or replace, any protection or rights that may be afforded to either Party under any insurance policies maintained by such Party that provide coverage for an act that may serve as a basis for a claim of indemnification hereunder. No Party hereto shall be liable hereunder for consequential damages except as arise from said Party's gross negligence, willful or intentional misconduct, or fraud. Nothing in this provision requires that funds be assessed or collected or that a sinking fund be created by Client.

6.2 **Insurance.** Nav Central shall maintain, at its sole cost and expense, comprehensive professional and general liability insurance with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate and workers' compensation insurance or self-insurance as required by law for its employees. Client shall be named as an additional insured under Nav Central' professional and general liability policies.

6.3 **Nondiscrimination.** The Parties shall comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the U.S. Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of age, sex, race, color, religion, disabled veteran status, or national origin, be excluded from participation in, be denied for benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal funds are used in support of either Party's activities.

6.4 **Alternative Dispute Resolution.** The Parties hereby agree to attempt amicable settlement of any and all disputes, which arise between the Parties prior to implementing litigation. Upon written notice to the designated representatives of the other Party of the dispute, the Parties shall proceed jointly to schedule and participate in non-binding mediation. The Parties agree to select a mediator and equally bear the costs and fees of such mediator, provided however, that each Party shall bear its own attorney fees and other expenses. As an exception, a party may file a petition and an application for a temporary restraining order, preliminary injunction, declaration, or similar equitable relief in the event of an emergency to continue or restore the parties' services, obligations and duties hereunder.

6.5 **Force Majeure.** Neither Party shall be deemed to be in violation of this Agreement if it is, or reasonably determines that it is, prevented from performing any of its duties or obligations hereunder for any reason beyond such Party's control, including without limitation flood, storm, lightning strikes, acts of God or acts of the public enemy, or statute, ordinance, rule or action of any applicable governmental entity.

6.6 **Access to Records.** To the extent required by Section 1861 (vi) (1) of the Social Security Act and its implementing regulations, the Parties agree to retain and make available to one another and applicable government agencies all books, documents and records necessary to certify the nature and extent of the costs of providing Services under this Agreement. If Nav Central carries out any of its duties pursuant to this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period with a related organization (as that term is defined in 42 C.F.R. § 413.16), such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request from the Secretary of HHS or the Comptroller General, or any of their duly authorized representatives, the subcontract and all books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.7 **Amendment; Waiver.** This Agreement shall not be modified or amended except by a writing signed by the Parties hereto. Furthermore, any failure of a Party to enforce its rights under any provision of this Agreement shall not be construed or act as a waiver of said Party's right to enforce any of the provisions contained herein.

6.8 **Notices: Consents.** All notices, consents or other communications which either Party is required or may desire to give to the other under this Agreement shall be in writing and

shall be given by personal delivery, by deposit, postage prepaid in the United States mail, certified or registered mail, return receipt requested, or by overnight delivery, addressed to the Parties at their respective address set forth below.

If to Nav Central:

Nav Central, LLC
502 E. Highway 80
P.O. Box 935
Forney, TX 75126
Attn: Jeremy Thomas

If to Client:

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

Any notice sent in compliance with this section shall be deemed to have been given upon the earlier of actual receipt or three (3) days after mail deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

6.9 **Governing Law: Severability.** This Agreement shall be construed under, and governed in accordance with the laws of the State of Texas, without regard for the conflict of laws rules thereof. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision. Any action or proceeding against the Parties relating in any way to this Agreement may be brought only in any state or federal court located in Conroe, Montgomery County, Texas and each of the Parties hereby consents to the jurisdiction of such courts over such matters.

6.10 **Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.

6.11 **No Waiver.** No failure to enforce any provision of this Agreement shall be construed to be a waiver of any breach of this Agreement, whether of a similar or dissimilar nature.

6.12 **Entire Agreement.** Other than the Business Associate Addendum attached hereto as Exhibit A, this Agreement constitutes the entire agreement of the Parties hereto and supersedes any and all prior or contemporaneous agreements, undertakings and understandings of the Parties in connection with the subject matter hereof, except as specifically set forth herein.

6.13 **Reimbursement of Fees and Expenses.** Should any Party be determined in a court of law to have materially breached the terms and conditions of the Agreement, then the non-breaching Party shall be entitled to be reimbursed for all reasonable attorney's fees and expenses incurred by such Party to enforce the terms of the Agreement.

6.14 **Mutual Cooperation.** Each Party shall, at the request of the other Party, take all actions reasonably necessary to further effectuate the terms of this Agreement and otherwise mutually cooperate with the other Party to accomplish the purposes of the Agreement.

6.15 **Assignment.** Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by the Parties without the written consent of the other Party; provided, however, that this Agreement shall be assignable by either Party to a subsidiary, affiliate or successor entity under common control with such Party.

6.16 **Survival.** The provisions of section 4.4 shall survive the termination of this Agreement.

6.17 **No Construction Against Drafter.** No inference in favor of, or against, any Party to this Agreement shall be drawn from the fact that such Party has drafted any portion of this Agreement.

6.18 **Independent Contractor.** The relationship of the Parties is that of an independent contractor and no provision contained herein shall be construed to create a partnership, joint venture, agency or employment relationship by and between the Parties. The Parties further agree that there shall be no third party beneficiaries under the Agreement.

6.19 **Intellectual Property.** All intellectual property of Nav Central, including but not limited to telephone triage and intervention algorithms, scripting and related processes, are the sole property of Nav Central, and shall remain so regardless of continuation or termination of this agreement. In addition, all intellectual property of Client, including but not limited to any intellectual property that Client contributes to Nav Central' telephone triage and intervention algorithms, scripting and related processes, and other Call Center related processes are the sole property of Client, and shall remain so regardless of continuation or termination of this agreement. Notwithstanding this, Client hereby grants Nav Central a perpetual, worldwide, royalty free, non-exclusive license to any and all of the intellectual property that Client contributes to Nav Central' Call Center triage processes, algorithms, scripts, and related processes.

6.20 **Deleted**

6.21 **Choice of Law.** This Agreement shall be interpreted in accordance with the laws of the state of Texas without regard for its conflict of laws principles, and jurisdiction and venue for any dispute arising here forth shall lie solely in a court of the state of Texas with appropriate jurisdiction.

6.22 **Regulatory Requirements.** Client acknowledges and agrees that Nav Central may, without breaching or terminating this Agreement, discontinue providing the Services to any Referred Patient in any state at any time upon delivery of written notice to the Referred Patient and Client, if Nav Central determines, in its reasonable discretion, that it must do so as the result of the regulatory requirements in that state.

6.23 **Counterparts.** This Agreement may be executed in any number of counterparts and any Party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the Parties. A facsimile or electronic counterpart shall be enforceable as an original.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the date first above written.

CLIENT

Montgomery County Hospital District

By: 

Name: Randy E. Johnson
CEO

Date: 6/28/2018

NAV CENTRAL

Nav Central, LLC

By: 

Name: Jeremy Thomas
President & CEO

Date: 6-28-18

EXHIBIT A

MUTUAL BUSINESS ASSOCIATE AGREEMENT

To the extent the Parties perform the activities of a Business Associate as defined below, this Mutual Business Associate Agreement ("BAA") sets forth their agreement to comply with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any implementing regulations (45 C.F.R. Parts 160-164, including Subpart E of 45 CFR Part 164), together with any applicable state laws and regulations (collectively, the "Privacy and Security Regulations"). All references to HIPAA herein include all amendments thereto and their respective implementing regulations. To the extent any term of this BAA conflicts with any other term of this Agreement, the term that is most protective of confidential information shall prevail.

1. **DEFINITIONS.** The following definitions apply to this BAA:

1.1 "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103.

1.2 "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103.

1.3 "Electronic Protected Health Information" ("ePHI") shall mean PHI as defined in Section 1.4 that is transmitted or maintained in electronic media.

1.4 "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103, that Business Associate receives or creates on behalf of another Party and/or the Facilities in the performance of the Services.

1.5 "Party" and "Parties" shall mean the parties to the Agreement.

1.6 "Services" shall mean, to the extent and only to the extent they involve Business Associate's creation, use or disclosure of PHI, the services provided by Business Associate under the Agreement.

2. **PERMITTED USES AND DISCLOSURES OF PHI.**

2.1 **Services.** Except as otherwise specified herein, Business Associate may make any and all uses of PHI necessary to perform the Agreement, provided that such use would not violate the Privacy and Security Regulations if done by another Party or the minimum necessary policies and procedures of the other Party and applicable law. All other uses not authorized by this BAA are prohibited.

2.2 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:

a. Use the PHI for its proper management and administration and to fulfill any of its present or future legal responsibilities.

b. Disclose the PHI to third parties for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities, provided that (i) the disclosures are required by law or (ii) the Business Associate has received reasonable written assurances from the third party regarding the confidential handling of such PHI as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI.**

3.1 **Responsibilities of the Business Associate.** With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

a. Use and/or disclose the information only as permitted by this BAA or as otherwise required by law;

b. Use appropriate safeguards and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to e-PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

- c. Notify the providing Party of any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410;
- d. Ensure that any of Business Associate's subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI in accordance with 45 CFR §164.502(e)(1)(ii);
- e. Make PHI available in accordance with 45 CFR §164.524;
- f. Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526;
- g. Make available the information required to provide an accounting of PHI disclosures in accordance with 45 CFR §164.528;
- h. To the extent Business Associate is to carry out one or more of another Party's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the other Party in the performance of such obligation(s).
- i. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of another Party available to the Secretary for purposes of determining the other Party's compliance with HIPAA; and
- j. At termination of the Agreement and any data storage obligations thereunder, if feasible, return or destroy all PHI received from, or created or received by Business Associate on behalf of another Party that Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4. TERM AND TERMINATION.

4.1 Term. This BAA shall become effective on the Agreement Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this BAA shall survive its expiration or other termination in accordance with Section 5.1 below.

4.2 Automatic Termination. Except for any surviving obligations set forth in Section 5.1, below, this BAA will automatically terminate upon the termination or expiration of the Agreement.

4.3 Effect of Termination. Upon the event of termination, and except as provided in the Agreement, Business Associate agrees, if feasible, to return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(i)(J) and retain no copies, or if such return or destruction is not feasible, to extend the protections of this BAA to limit any further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

5. MISCELLANEOUS.

5.1 Survival. The respective rights and obligations of the Parties under the provisions of Sections 3.1 and Section 5.4 shall survive termination of this BAA.

5.2 No Third Party Beneficiaries. Nothing expressed or implied in this BAA is intended to or shall confer upon any person other than the Parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given under this BAA by Business Associate shall be made in accordance with the Agreement, with a copy (which shall not constitute notice) delivered to:

CEO
c/o Nav Central, LLC
P.O. Box 935
Forney, TX 75126

SCHEDULE 1

MATTERS TO BE DISCUSSED WITH PATIENTS

Follow-up visits and scheduling

In-bound episodes of care calls

Ancillary and support services needs

Community Health Paramedic care qualifications and referrals

Pharmacy needs

Questions and concerns regarding care or medications

MCHD Surplus/Salvage
May 2018

Qty	Serial Number	MCHD Tag	Product Description	S/S	Reason
1	1863	2119	nitronox unit	salvage	Unit is damaged. Cannot be repaired.
1	59724	8335	ez-io driver	salvage	Device is damaged. Cannot be repaired.
1	1FDWF36R29EB28929		2009 SAFD Ambulance	Surplus	Will trade to Frazer for shop 50

AGENDA ITEM # 20

Board Mtg.: 06/26/18

Montgomery County Hospital District

Proceeds from Sale of Assets

10/01/2016 - 05/31/2018

Account Name	Description	Sale Date	Sale of Surplus
Vehicles	2010 Dodge Ram 3500 - 237,850 miles	2/7/2017	6,170.00
Vehicles	2014 Chevy Tahoe - 29,839 miles	3/28/2017	3,460.00
Vehicles	2010 Dodge Ram 3500 - 223,323 miles	4/4/2017	7,600.00
Vehicles	2010 Dodge Ram 3500 - 222,539 miles	5/16/2017	6,165.00
Vehicles	2010 Dodge Ram 3500 - 195,972 miles	7/18/2017	8,210.00
Vehicles	2009 Chevy Tahoe - 184,392 miles	9/12/2017	4,655.00
Vehicles	2002 Ford Taurus LX - 142,839 miles	9/12/2017	850.00
Vehicles	2010 Dodge Ram 3500 - 191,085 miles	9/26/2017	7,510.00
Vehicles	2009 Chevy Tahoe - 177,806 miles	9/26/2017	5,149.00
Vehicles	2010 Dodge Ram 3500 - 201,234 miles	5/22/2018	8,660.00
Vehicles Total			<u>58,429.00</u>
Total Proceeds			<u><u>58,429.00</u></u>