

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

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., August 28, 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

2. Invocation

Led by Mr. Spratt

3. Pledge of Allegiance

Led by Ms. Whatley

4. Roll Call

Present:

Bob Bagley

Chris Grice

Mark Cole

Kenn Fawn

Sandy Wagner

Brad Spratt – *left board meeting at 5:03 p.m.*

Georgette Whatley – *left board meeting at 5:03 p.m.*

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Field – Kellie Erwin

Also recognized as Field nominees were Patrick Langan, Meagan Heinrich and Eric Berlehner.

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. Consider and act on renewal of the employee health related benefits, including employee health insurance. (Ms. Whatley, Chair – Personnel Committee) (attached)

Mr. Ian Hitchings with Gallagher gave a presentation to the board.

Ms. Whatley made a motion to consider and act on renewal of the employee health related benefits, including employee health insurance as presented to the board. Mr. Spratt offered a second. After board discussion motion passed unanimously.

9. **Consider and act on upon request for annual reduction in Management Fee portion of Communications Agreement with Montgomery County Fire Chief Association. (Mr. Cole, Chair – PADCOM)**

Mrs. Melissa Miller gave a presentation to the board.

Chief Carter Johnson, elected Treasurer with Montgomery County Fire Chief Association requested \$30,000.00 reduction in the annual management fee from the Communications Agreement MCFCFA has with Montgomery County Hospital District.

Mr. Spratt requested item be tabled for discussion in executive session.

Mr. Cole moved that MCHD leave the contract as is for the time being and that the administration start tracking the components of the management fee over the next year so that the board can make a better informed decision on whether or not to amend the contract the next fiscal year September 30, 2019. Mr. Grice offered a second and motion passed unanimously.

10. **Convene into executive session pursuant to section 551.071 of the Texas Government Code to consult with legal counsel on Montgomery County Fire Chief Association Communications Agreement. (Mr. Cole, Chair – PADCOM)**

Mr. Fawn made a motion to convene into executive session at 4:26 p.m. pursuant to section 551.071 of the Texas Government Code to consult with legal counsel on Montgomery County Fire Chief Association Communications Agreement.

11. **Reconvene from executive session pursuant to section 551.071 of the Texas Government Code to consult with legal counsel on Montgomery County Fire Chief Association Communications Agreement and take action on possible amendments to that Agreement. (Mr. Cole, Chair – PADCOM)**

The board reconvened from executive session at 4:46 p.m.

Mr. Fawn advised no action was taken in executive session and the board would go back to agenda item 9 and make a motion.

12. **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 a report to the board.

13. **Consider and act on the pay scale adjustment to align with wage and salary regulations. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Ms. Whatley made a motion to consider and act on the pay scale adjustment to align with wage and salary regulations. Mr. Bagley offered a second.

Mr. Jim Cleary, HR attorney answered questions from the board.

After board discussion motion passed six for (Ms. Whatley, Mr. Spratt, Mrs. Wagner, Mr. Cole, Mr. Grice and Mr. Bagley) to one opposed (Mr. Fawn)

14. **Consider and act to rescind Order to Call Election due to no contested races. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act to rescind Order to Call Election due to no contested races. Mr. Spratt offered a second and motion passed unanimously.

- 15. Consider and act on canceling the Election contract with Elections Administrator Suzie Harvey for administration of the November 6, 2018 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on canceling the Election contract with Elections Administrator Suzie Harvey for administration of the November 6, 2018 Election. Mr. Spratt offered a second and motion passed unanimously.

- 16. Chief of EMS Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.**

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

- 17. Tactical EMS team and Bike Team update. (Mr. Spratt, Chair – EMS Committee)**

Mr. Patrick Langan, District Chief presented update to the board.

- 18. Consider and act on replacement of 2008 Tahoe from Freedom Chevrolet. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on replacement of 2008 Tahoe from Freedom Chevrolet. Mr. Grice offered a second and motion passed unanimously.

- 19. Consider and act on sole source letter for Zoll Extended Warranty & Preventive Maintenance. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on sole source letter for Zoll Extended Warranty & Preventive Maintenance. Ms. Whatley offered a second and motion passed unanimously.

- 20. Consider and act on Zoll Extended Warranty & Preventive Maintenance contract. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on Zoll Extended Warranty & Preventive Maintenance contract. Ms. Whatley offered a second and motion passed unanimously.

- 21. Consider and act on annual renewal licenses for Centrelearn. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on annual renewal license for Centrelearn. Ms. Whatley offered a second and motion passed unanimously.

- 22. 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.

- 23. Consider and act on annual Cisco Network Equipment Software and Maintenance agreement renewal. (Mr. Cole, Chair – PADCOM) (attached)**

Mr. Cole made a motion to consider and act on annual Cisco Network Equipment Software and Maintenance agreement renewal. Mr. Bagley offered a second and motion passed unanimously.

- 24. Consider and act on purchase of replacement budgeted VMware servers. (Mr. Cole, Chair – PADCOM) (attached)**

Mr. Cole made a motion to consider and act on purchase of replacement budgeted VMware servers. Mr. Grice offered a second and motion passed unanimously.

25. Consider and act on Janitorial RFP. (Mr. Cole, Chair – PADCOM) (attached)

Mr. Cole made a motion to consider and act on Janitorial RFP. Mr. Grice offered a second and motion passed unanimously.

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

Mr. David Hernandez, HCAP Coordinator presented a report to the board.

27. 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.

28. Consider and act on 4th Amendment to Boon-Chapman contract. (Mrs. Wagner, Chair - Indigent Care Committee) (attached)

Mrs. Wagner made a motion to consider and act on 4th Amendment to Boon-Chapman contract. Ms. Whatley offered a second and motion passed unanimously.

29. Presentation of preliminary Financial Report for ten months ended July 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.

30. Consider and act on resolution authorizing Brett Allen to act on behalf of MCHD to sell MetLife shares. (Mr. Grice, Treasurer – MCHD Board) (attached)

Mr. Grice made a motion to consider and act on resolution authorizing Brett Allen to act on behalf of MCHD to sell MetLife shares. Mr. Bagley offered a second.

"At 5:03 Mr. Spratt and Ms. Whatley left the board meeting."

Motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

31. Consider and act on authorization resolution for Raymond James account. (Mr. Grice, Treasurer – MCHD Board)

Mr. Grice made a motion to consider and act authorization resolution for Raymond James account. Mr. Fawn offered a second and motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

32. 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. Mr. Fawn offered a second and motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

**33. 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. Mr. Bagley offered a second and motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

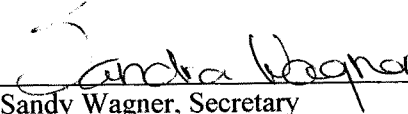
34. Secretary's Report - Consider and act on minutes for the July 24, 2018 Regular BOD meeting and August 7, 2018 Special BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

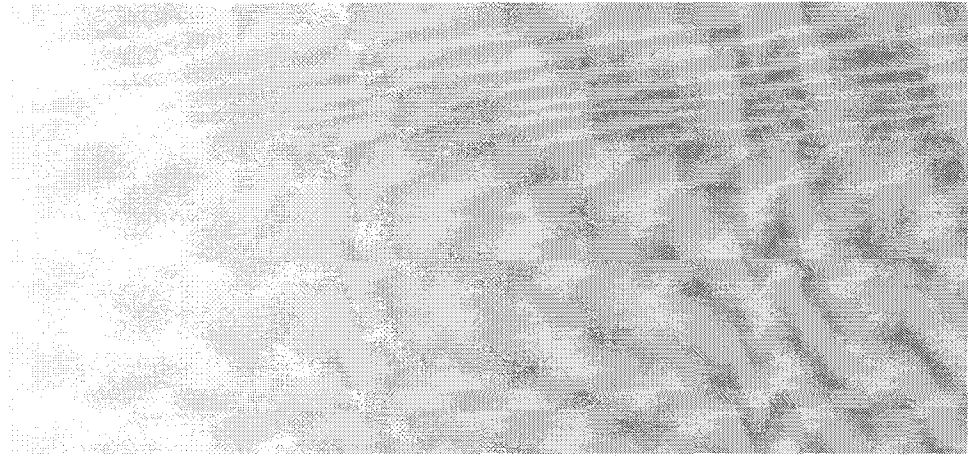
Mrs. Wagner made a motion to consider and act on the minutes for the July 24, 2018 Regular BOD Meeting. Mr. Bagley offered a second and motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

Mrs. Wagner made a motion to consider and act on the minutes for the August 7, 2018 Special BOD Meeting. Mr. Fawn offered a second and motion passed unanimously. (Note Ms. Whatley and Mr. Spratt had left the meeting and were not present for vote.)

35. Adjourn

Meeting adjourned at 5:28 p.m.


Sandy Wagner, Secretary



Employee Benefit Renewal Calendar Year 2019

August 28, 2018



Update: Plan Performance through June

| | |
|-------------------|--------------------|
| Expected Cost* | \$2,198,829 |
| Actual Cost | <u>\$1,793,190</u> |
| Surplus (Deficit) | <u>\$ 405,640</u> |

* Estimated based on enrollment and monthly employee contributions at fully insured equivalent rates.



Medical Insurance Cost

| | 2018 | 2019 | Diff | Diff % |
|----------------------|-------------|-------------|-------------|--------|
| Individual Stop Loss | \$468,144 | \$499,104 | \$30,960 | 7% |
| Aggregate Premium | \$33,156 | \$25,956 | (\$7,200) | -22% |
| Administration Fees | \$238,140 | \$195,696 | (\$42,444) | -18% |
| Annual Fixed Cost | \$739,440 | \$720,756 | (\$18,684) | -3% |
| Expected Claims | \$3,463,142 | \$3,309,811 | (\$153,331) | -4% |
| Annual Expected Cost | \$4,202,582 | \$4,030,567 | (\$172,015) | -4% |
| Annual Maximum Cost | \$5,068,368 | \$4,858,020 | (\$210,348) | -4% |

Blue Cross Blue Shield is offering:

- * a one month administration fee credit of \$8,800

- * a \$10,000 Wellness / Communication Fund for 2019



Medical Premiums

| Health Plan Option | Monthly Premium | Employee Monthly Premium | MCHD Monthly Premium |
|---------------------|-----------------|--------------------------|----------------------|
| HDHP (HSA) | 100% | 20% | 80% |
| Employee Only | \$615.58 | \$123.12 | \$492.46 |
| Employee + Spouse | \$1,434.29 | \$286.86 | \$1,147.43 |
| Employee + Children | \$1,120.35 | \$224.07 | \$896.28 |
| Employee + Family | \$1,748.23 | \$349.65 | \$1,398.58 |
| PPO | 100% | 30% | 70% |
| Employee Only | \$739.25 | \$221.78 | \$517.47 |
| Employee + Spouse | \$1,722.43 | \$516.73 | \$1,205.70 |
| Employee + Children | \$1,345.42 | \$403.63 | \$941.79 |
| Employee + Family | \$2,099.45 | \$629.84 | \$1,469.61 |



Dental Insurance Cost

| Current / Renewal - Dearborn | | | |
|------------------------------|---------|------------|---------|
| PPO Base | | PPO Buy Up | |
| Current | Renewal | Current | Renewal |

| Option - Ameritas | |
|-------------------|------------------|
| PPO Base Quote | PPO Buy Up Quote |

| | | | | | | |
|----------------|----------|----------|-----------|-----------|----------|------------|
| Annual Premium | \$10,986 | \$10,986 | \$282,595 | \$282,595 | \$10,856 | \$267,877 |
| Increase | | \$0 | | \$0 | (\$130) | (\$14,718) |
| Increase % | | 0% | | 0% | -1% | -5% |

Ameritas is offering a 2-Year rate guarantee vs. 1-Year with Dearborn.



Dental Premiums

| Dental Plan Option | Current Premium (Dearborn) | | | New Premium (Ameritas) | | | Difference | | |
|---------------------|--------------------------------|--------------------------------|----------------------------|--------------------------------|--------------------------------|----------------------------|--------------------------------|--------------------------------|----------------------------|
| | | | | | | | | | |
| | Employee Monthly Premium | Employee Monthly Premium | MCHD Monthly Premium | Employee Monthly Premium | Employee Monthly Premium | MCHD Monthly Premium | Employee Monthly Premium | Employee Monthly Premium | MCHD Monthly Premium |
| Hybrid (Base) | 100% | 20% | 80% | 100% | 20% | 80% | 100% | 20% | 80% |
| Employee Only | \$16.63 | \$0.00 | \$16.63 | \$16.44 | \$0.00 | \$16.44 | (\$0.19) | \$0.00 | (\$0.19) |
| Employee + Spouse | \$38.81 | \$7.76 | \$31.05 | \$38.32 | \$7.66 | \$30.66 | (\$0.49) | (\$0.10) | (\$0.39) |
| Employee + Children | \$26.40 | \$5.28 | \$21.12 | \$26.12 | \$5.22 | \$20.90 | (\$0.28) | (\$0.06) | (\$0.22) |
| Employee + Family | \$48.57 | \$9.71 | \$38.86 | \$48.00 | \$9.60 | \$38.40 | (\$0.57) | (\$0.11) | (\$0.46) |
| PPO (Buy Up) | 100% | 20% | 80% | 100% | 20% | 80% | 100% | 20% | 80% |
| Employee Only | \$36.28 | \$0.00 | \$36.28 | \$34.32 | \$0.00 | \$34.32 | (\$1.96) | \$0.00 | (\$1.96) |
| Employee + Spouse | \$74.82 | \$14.96 | \$59.86 | \$70.76 | \$14.15 | \$56.61 | (\$4.06) | (\$0.81) | (\$3.25) |
| Employee + Children | \$93.72 | \$18.74 | \$74.98 | \$89.00 | \$17.80 | \$71.20 | (\$4.72) | (\$0.94) | (\$3.78) |
| Employee + Family | \$142.55 | \$28.51 | \$114.04 | \$135.20 | \$27.04 | \$108.16 | (\$7.35) | (\$1.47) | (\$5.88) |



Vision Insurance Cost

| | Current Dearborn (EyeMed) | | Option Ameritas (VSP) |
|----------------|---------------------------------|----------|-----------------------------|
| | Current | Renewal | Quote |
| Annual Premium | \$43,845 | \$43,845 | \$47,981 |
| Increase | | \$0 | \$4,136 |
| Increase % | | 0% | 9% |

Ameritas is offering:

- * Prescription safety glasses coverage
- * a 3-Year rate guarantee



Vision and Dental Ameritas (Packaged Savings)

| | <u>Difference</u> |
|--------|--------------------------|
| Dental | (\$14,848) |
| Vision | \$4,136 |
| Total | <u><u>(\$10,712)</u></u> |



Recommendation

- BCBS with no change in Premiums
- Move Dental and Vision to Ameritas

VHF SIMULCAST COMMUNICATIONS AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

This Agreement, made and entered into by and between the Montgomery County Fire Chiefs Association, Inc. ("MCFCA") a duly organized non-profit corporation of the State of Texas and Montgomery County Hospital District, a political subdivision of the State of Texas ("MCHD").

WITNESSETH

WHEREAS, MCHD provides Emergency Medical Services and related communications services within Montgomery County, Texas; and

WHEREAS, MCFCA is a non-profit corporation organized under the laws of the State of Texas consisting of sixteen (16) Fire Department members located in Montgomery County, Texas, all of which provide fire protection services within Montgomery County, Texas. The members of MCFCA include City of Conroe Fire Department, Cut and Shoot Volunteer Fire Department, Lake Conroe Fire Department, Grangerland Volunteer Fire Department, Montgomery Fire Department, Needham Fire Rescue, Bennette Estates Volunteer Fire Department, Montgomery County ESD #1, The Woodlands Fire Department, Inc., South Montgomery County Fire Department, Montgomery County ESD #6, Timber Lakes Volunteer Fire Department, Montgomery County ESD #7, Splendora Volunteer Fire Department, River Plantation Fire Department and Magnolia Volunteer Fire Department; and

WHEREAS, it is the desire of MCFCA to obtain communications services and support from MCHD through the use of MCHD's radio facilities as hereinafter provided for purposes of increased public welfare and safety; and

WHEREAS, MCHD and MCFCA desire to enter into a contract with each other in order to form a communications network by and among the fire department members of MCFCA within Montgomery County using MCHD's radio facilities through a VHF Simulcast Communications System ("radio communications system"); and

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

I. DEFINITIONS

- 1.1. **FCC.** Federal Communications Commission (FCC) is an agency of the United States Government charged with regulating interstate and international communications by radio, television, wire, satellite, and cable.
- 1.2. **MCESD.** Any Montgomery County Emergency Services District, its agents and employees.
- 1.3. **MCHD.** The Montgomery County Hospital District, its agents and employees.
- 1.4. **Montgomery County Fire Chief's Association (MCFCA).** A Texas non-profit corporation, based in Montgomery County, Texas, whose purpose is to serve members who are fire departments by sharing information, establishing common guidelines for specific emergency circumstances, and to provide services to its participating members.
- 1.5. **VHF.** Very High Frequency (VHF) refers to the radio frequency range from 30 MHz to 300 MHz, and is a term normally used in the radio communications industry.
- 1.6. **Simulcast.** Is a portmanteau of "simulcast broadcast" and refers to the broadcasting of the same transmission on the same frequency from multiple towers either simultaneously or offset by a fixed number of microseconds.

II. CONSIDERATION

2.1. In exchange for the mutual promises, agreements, and services to be provided by MCHD to MCFCA for a VHF Simulcast Communications System, MCFCA agrees to pay (in the aggregate amounts set forth below) to MCHD as follows:

- 2.1.1 MCFCA agrees to pay MCHD an initial sum of One Hundred and Forty Thousand Dollars (\$140,000.00), said sum to be paid upon the Effective Date of this Agreement.
- 2.1.2 MCFCA agrees to pay MCHD Sixty Thousand Dollars (\$60,000.00) per year for management fees and costs.
- 2.1.3 MCFCA agrees to pay MCHD One Million One Hundred Twenty Six Thousand Seven Hundred Sixteen Dollars (\$1,126,716.00) in an amount of Seventy Thousand Four Hundred Nineteen Dollars and Seventy Five Cents (\$70,419.75) per year for sixteen (16) years as payment for radio infrastructure costs.
- 2.1.4 MCFCA agrees to pay MCHD a yearly sum of One Hundred and Forty Four Thousand Dollars (\$144,000.00) for costs associated with owning, operating, maintaining, or leasing Towers.
- 2.1.5 Payments under paragraphs 2.1.2, 2.1.3, and 2.1.4 shall be paid by MCFCA in monthly installments beginning on the first day of the month upon the radio communications system being fully operational but in no

event later than May 1, 2010. At the time of execution of this Agreement, the current estimate is Twenty Two Thousand Eight Hundred Sixty Eight Dollars and Thirty One cents (\$22,868.31). However, this sum is subject to change according to the terms of this Agreement.

2.2. All fees payable to MCHD shall be payable in advance on or before the first day of the month of each month during the term of this Agreement. Any additional costs or fees as specified elsewhere in this Agreement shall be paid within thirty (30) days of MCFCFA receipt of an invoice from MCHD reflecting such fees and costs.

2.3. Fees are due on the due date. A late penalty of 1.5% will be assessed on any amount delinquent. If any portion of the fee continues to be delinquent after 30 days, an interest charge not to exceed 10% per year will be charged plus any collection costs associated with the collection.

2.4. Fees shall be paid to MCHD at the address set forth below.

MCHD
PO Box 478
Conroe, Texas 77305
Attn: Chief Financial Officer

III. COVENANTS, RESPONSIBILITIES, AND DUTIES OF MCFCFA

3.1. MCFCFA covenants and agrees to:

- A. Purchase user equipment (radios etc..) for VHF or VHF narrow band as appropriate for its members that intend to use the VHF Simulcast Communications System of this Agreement. MCFCFA agrees to provide its personnel and MCHD personnel with all necessary training to ensure optimum system operation and understanding of MCFCFA's radio equipment.
- B. Adopt policies restricting any non-essential communications, except upon such conditions as may be agreed upon by the parties to this Agreement. MCFCFA is responsible for system loading and monitoring inappropriate misuse of radio communications subject to this Agreement.
- C. MCFCFA is responsible for acquiring all Federal Communication Commission (hereinafter "FCC") licensing frequencies necessary to use the radio facilities provided by MCHD. MCFCFA is responsible for maintaining the license for any and all frequency licenses provided to it from the FCC. MCFCFA shall provide proof of FCC frequency licenses for specific location, specific height, and specific strength to MCHD prior to any broadcast by MCHD.

- D. Provide to MCHD the name and contact information of authorized persons to act on MCFCA's behalf for purposes of addressing issues arising hereunder and who may be reached in the event of an emergency.
- E. MCFCA agrees to maintain its corporation in good standing and comply with all applicable laws, rules, and regulations applicable to a non-profit corporation.
- F. MCFCA has a current membership of Sixteen (16) local fire departments, each of which represents one of the thirteen (13) MCESDs, the City of Conroe, or The Woodlands Fire Department, Inc.. The Sixteen (16) local fire departments, with the approval of the entity each serves, intend to participate in the use of the radio communications system subject to this Agreement. Subject to available system capacity, MCFCA shall have the right to add or remove users of the radio communications system subject to this Agreement. MCHD and MCFCA shall jointly determine if additional users and/or MCFCA members added to the radio communications system under this Agreement shall require additional costs, then in such event, any additional costs created by adding additional users shall be paid by MCFCA.
- G. MCFCA and MCHD acknowledge that during the term of this Agreement, certain MCESDs may merge, resulting in the reduction in the number of local fire departments; and they further acknowledge that during the term of this Agreement additional MCESDs may be formed or a municipality within Montgomery County may choose to create and fund its own fire department. In such event, nothing in this Agreement shall be construed to impair the MCFCA from negotiating terms with its member political subdivisions or their individual fire departments related to the pro-rata costs to be shared by such mergers or the creation of any new fire department which desires to participate as a user of the radio communications system.

IV. COVENANTS, RESPONSIBILITIES, AND DUTIES OF MCHD

- 4.1. MCHD covenants and agrees during the term of this Agreement to operate a VHF Simulcast Communications System and provide to MCFCA the following:
 - A. MCHD shall provide radio communications hardware for four (4) VHF simulcast channels and six (6) VHF simulcast sites. MCHD shall provide the radio communications hardware for four tactical channels to be distributed as one tactical channel per quadrant of the covered area.
 - B. The VHF Simulcast Communications System site hardware shall be compatible for use with Tyco Electronics (M/A COM) radio equipment.

- C. MCHD shall be responsible for long term maintenance and support of the radio communications system infrastructure subject to this Agreement.
- D. MCHD shall be responsible for system integrity and 24/7 monitoring of the radio communications system facilities provided under this Agreement. MCHD shall provide a monitoring station to provide system status awareness which can be viewed in real time at the Firecom location.
- E. MCHD shall be responsible to provide the technical support needed for maintenance and operation of the radio communication system subject to the Agreement. Such technical support shall be a matter of mutual aid with the principal support from MCHD and secondary support from MCFCFA.

V. MUTUAL OBLIGATIONS, UNDERSTANDINGS, AND ADMINISTRATION

5.1. **Repairs and Replacement to Equipment.** Any costs of repairs, or replacement of VHF Simulcast Communications System (other than the MCFCFA user radios and related equipment) shall be the responsibility of MCHD during the initial sixteen (16) year term ("initial term"). After the initial term, if the Agreement is renewed any costs of upgrades, repairs, or replacement of equipment to the radio system used as part of the Agreement shall be allocated as Seventy Five percent (75%) to MCFCFA and Twenty Five percent (25%) to MCHD. If MCFCFA requests additional facility upgrades or additional equipment during the initial term of this Agreement, which are not contemplated by this Agreement, or exceed the scope of this Agreement, and if MCHD chooses to provide such facilities and equipment upgrades, the costs of such facility and equipment upgrades shall be allocated as Seventy-Five percent (75%) to MCFCFA and Twenty-Five percent (25%) to MCHD.

5.2 **Time to Complete Critical Repairs and Non-Critical Repairs.** MCHD recognizes that time is of the essence concerning communications needs and the system subject to this Agreement. MCHD, as the operator of the VHF Simulcast Communications System, agrees to use due diligence in all repair and maintenance issues which may affect operability. MCHD agrees that critical repairs are types of repairs that must be fixed, made whole, taken care of, and dealt with immediately without unreasonable delay. MCHD shall not be responsible for repair delays not within MCHD's control such as act of God, parts availability, and/or availability of workmen with specialized skill or knowledge.

5.3. **Performance Standards and Geographic coverage.** MCHD agrees to provide operational "up-time" of Ninety-Nine percent (99%) for the radio facilities; however, any repairs, maintenance, and other scheduled work shall not count against the operational status "up-time". MCHD shall not be responsible for system degradation resulting from outside radio interference caused by others, however, MCHD will work diligently to help MCFCFA resolve such interference should it occur. MCHD shall use reasonable diligence

to communicate any repairs and maintenance to MCFCFA prior to undertaking such repairs or maintenance. The preliminary estimation of the predicted radio coverage area to be provided by MCHD is defined in the coverage map attached as "Exhibit A". MCHD warrants that this preliminary estimated coverage area is based upon well-established modeling processes. The parties understand and agree that some variation in the actual coverage may take place if and when MCHD constructs radio towers. However, the expectation is that the coverage will remain substantially similar to that depicted in "Exhibit A". This estimation will have slightly more variability for the East County tower location as its final location has not yet been determined and that site was not yet constructed at the time of signing of this document. In addition, the coverage exhibit is based on average loss values, and the parties understand and agree that some low lying areas, heavily wooded areas, or urban areas may impact the quality of coverage shown.

5.4 Liquidated Damages for Early Termination. If MCFCFA terminates existence, involuntarily or voluntarily dissolves, or for any reason terminates their participation in this Agreement, during the initial term of this Agreement, MCFCFA Agrees to pay MCHD liquidated damages in the amount of costs as set out in paragraph 2.1.2, 2.1.3, 2.1.4 on a prorated basis for the remainder of the sixteen (16) year initial term.

5.5 Ownership of Equipment. Subject to the provision below, MCFCFA agrees that it has no ownership interest in any equipment bought, maintained, or otherwise provided by MCHD constituting the VHF Simulcast Communications System. MCHD, likewise, agrees that it has no ownership interest in any equipment bought, maintained, or otherwise provided by MCFCFA. Participation in this Agreement does not give MCFCFA any ownership rights to the radio facilities and equipment provided by MCHD during the initial sixteen (16) year term of the Agreement. However, if MCHD terminates this Agreement before the end of the initial sixteen (16) year term as provided in paragraph 6.1 below, both parties agree that MCFCFA shall receive seventy-five percent (75%) of the Master III VHF Base Station Radios purchased by MCHD under this agreement.

VI. TERM OF AGREEMENT AND TERMINATION

6.1. The Effective Date shall be October 1, 2009, after this Agreement has been approved by the parties. The initial term of this Agreement shall be for Sixteen (16) years, subject to yearly appropriations of the Board of Directors of MCHD in amounts sufficient to carry out its obligations hereunder. In the event the Board of Directors of MCHD fails to appropriate funds in amounts sufficient to carry out its obligations hereunder, then this Agreement shall automatically terminate on the first day of fiscal year of such nonappropriation and neither party shall have further contractual obligations and responsibilities to the other party other than those obligations of MCHD as set forth in paragraph 5.5 above. MCHD shall endeavor to give six (6) months notice to MCFCFA of intent to terminate this Agreement due to nonappropriation.

6.2. Upon expiration of the initial term, this Agreement shall be automatically renewed for consecutive one year renewal terms, unless either party gives thirty (30) days notice of termination, or otherwise terminates this Agreement as provided herein.

6.3 This Agreement may be terminated by mutual consent, so long as such mutual consent is reduced to writing and executed by the parties.

6.4 This Agreement may be terminated:

A. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

B. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the other party written notice within two business days of receipt; or

C. By a party if the other party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder.

VII. DISPUTE RESOLUTION PROCESS.

7.1 **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties individually and collectively agree to observe the following procedures ("Dispute Resolution Process").

A. **Notice.** The aggrieved Party shall notify the other Party of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.

B. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

C. **Second Resolution Meeting.** If the Party's designated representatives reach an impasse concerning the dispute, the following representative(s) shall meet to discuss the dispute: the Chief Executive Officer, and/or Executive Director or titular equivalent of each Party.

D. **Successful Resolution.** If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the Party's respective governing boards. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other the subject matter submitted to the Dispute Resolution Process.

E. **Unsuccessful Resolution.** If the Parties are unable to reach a resolution of the dispute within a reasonable time, either Party may pursue such legal and equitable remedies as are available to it under Texas law.

VIII. MISCELLANEOUS PROVISIONS

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

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

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

8.4. **No Waiver of Liability.** This Agreement shall not be construed so as to create joint and several liability of the parties in carrying out their respective obligations as set forth herein. It is expressly agreed and represented by the parties that this Agreement shall not operate as a waiver or release of any legal rights, defenses or remedies in the event legal action is instituted by a party to this Agreement or by any third party for conduct arising from the obligations of the parties or other matters set forth in this Agreement. Nothing in this Agreement is intended to vest any rights in third parties, and neither party by execution of this Agreement has waived any immunities and/or defenses afforded by law to such party.

8.5 **Force Majeure.** If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the MCHD under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

8.6 **Notice:** All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

To MCHD:

Montgomery County Hospital District
PO Box 478
Conroe, Texas 77305
Attn: Chief Executive Officer

To MCFCFA:

Montgomery County
Fire Chiefs Assoc.
PO Box 1331
Conroe, TX 77305

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

EXECUTED to be effective this 1st day of October, 2009 ("Effective Date").

Montgomery County Hospital District

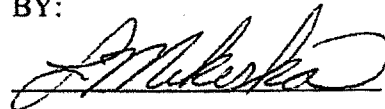
BY:



Allen Johnson
Chief Executive Officer

Montgomery County Fire Chiefs Association, Inc.

BY:



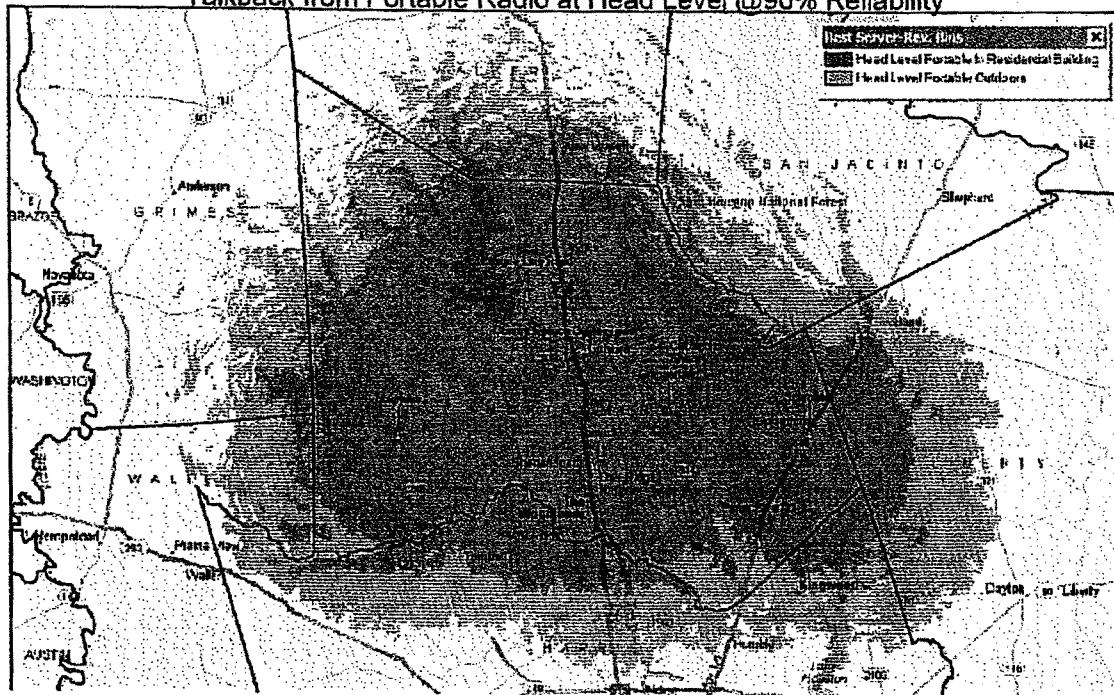
Name Leonard Mikeska

Title President

EXHIBIT A COVERAGE MAP

Proposed Portable Radio Coverage

VHF 6 Site Simulcast System With Splendora Site
Talkback from Portable Radio at Head Level @90% Reliability



FIELD SALARY SCALE

Effective:

August 19, 2018 for Full-time and

October 1, 2018 Part-time

| | Pay Grade | Base | Cap |
|---------------------------------|-----------|----------|-----------|
| Deputy Chief S+ | 706.5 | \$92,500 | \$118,500 |
| Deputy Chief (Shift Commander) | 706 | \$92,000 | \$114,500 |
| District Chief S+ | 705.5 | \$81,000 | \$102,000 |
| District Chief (Supervisor) | 705 | \$80,500 | \$98,000 |
| Captain S+ (FTO) | 704.5 | \$70,000 | \$90,000 |
| Captain (FTO) | 704 | \$69,500 | \$86,000 |
| In Charge S+ (PII, P-IIs, PIII) | 703.5 | \$66,000 | \$86,000 |
| In Charge (PII, P-IIs, PIII) | 703 | \$65,500 | \$82,000 |
| Attendant Paramedic S+ | 702.5 | \$61,000 | \$66,315 |
| Attendant Paramedic | 702 | \$60,500 | \$62,315 |
| Attendant AEMT S+ | 701.5 | \$49,500 | \$61,500 |
| Attendant AEMT | 701 | \$49,000 | \$57,500 |
| Attendant Basic S+ | 700.5 | \$45,000 | \$54,200 |
| Attendant Basic | 700 | \$44,500 | \$50,200 |
| Alarm Supervisor S+ | 603.5 | \$64,500 | \$89,000 |
| Alarm Supervisor | 603 | \$63,500 | \$85,000 |
| Alarm S+ | 602.5 | \$58,500 | \$73,000 |
| Alarm III | 602 | \$57,500 | \$69,000 |
| Alarm S+ | 601.5 | \$51,200 | \$65,000 |
| Alarm II | 601 | \$50,200 | \$61,000 |
| Alarm S+ | 600.5 | \$42,000 | \$52,000 |
| Alarm | 600 | \$41,000 | \$48,000 |

Additional Stipend available (\$4,000 Max)

| | |
|--------------------------|------------------------|
| Full-Time included in S+ | Part-Time |
| \$1,000 Licensure | \$500 Licensure |
| \$3,000 RN or Bachelors | \$1500 RN or Bachelors |
| \$1,200 Spanish | \$600 Spanish |

Referral Bonus

| Certification | Experience (Years) | Referral Bonus |
|---------------|--------------------|----------------|
| Paramedic | Greater than 6 | \$1,000 |
| Paramedic | 2-6 | \$800 |
| Paramedic | 0-2 | \$600 |
| AEMT | | \$250 |
| Basic | | \$125 |

| | | |
|------------|----------------|-------|
| Dispatcher | Greater than 3 | \$900 |
| Dispatcher | 1-3 | \$600 |
| Dispatcher | 0-1 | \$300 |

The referral bonus would be paid out as follows:

| | |
|------------------|-----------|
| End of Probation | One Third |
| Six Months | One Third |
| One Year | One Third |

**ORDER CALLING NOVEMBER 6, 2018, ELECTION
FOR ELECTION OF DIRECTORS
TO MONTGOMERY COUNTY HOSPITAL DISTRICT**

WHEREAS, the Board of Directors (the "Board") of the Montgomery County Hospital District (the "District") has the authority to call an election (the "Election") on November 6, 2018, for the election of Directors from Precincts 3 and 4, and At-Large Position 2.

WHEREAS, the Board pursuant to Chapter 31, Texas Election Code, anticipates that it will enter into an agreement for election services with Suzie Harvey, Elections Administrator ("Administrator") for Montgomery County, Texas, for purposes of providing election administration services on behalf of the District; and,

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT THAT:

Section 1. Call of Election: Date: Eligible Electors: and Hours. An election (the "Election") shall be held on Tuesday, November 6, 2018, which is forty-five (45) or more days from the date of the adoption of this order (the "Order") within the entire territory of the District for the election of directors from the following positions: Director Precinct No. 3; Director Precinct No. 4; Director At-Large Position No. 2. Each of the directors to be elected shall serve four-year terms. All resident, qualified electors of the District, in their respective districts, shall be entitled to vote in the Election for candidates for the director's positions at issue in their respective districts. The Board hereby finds that holding the Election on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7 a.m. to 7 p.m.

Section 2. Conduct of Election. The election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America.

Pursuant to Chapter 31 of the Texas Election Code, the Board anticipates that this election will be conducted under the terms and conditions of an Agreement for election Services, which will be presented to the Board at an upcoming meeting. Chapter 31 of the Texas Election Code provides that the Administrator may contract with the governing body of a political subdivision situated wholly or partly within the County served by the Administrator to perform election services in an election ordered by the political subdivision

Section 3. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Montgomery County Election Precincts, that are wholly or partially within the territorial boundaries of the District, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for the District's election precincts shall be the corresponding Montgomery County Election Precinct Number of each precinct that is wholly or partially within the district. A list of all of the District's voting precincts is included in the document attached to his Order and labeled as "Exhibit A," which is hereby incorporated by reference as if fully set out in the body of this Order.

Section 4. Appointment of Custodian of Records. To the extent not otherwise provided for in the Election Services Agreement, the Board appoints Donna Daniel and Colleen Jarosek, employees of the District, as the Custodians of Records ("Custodians") and agent to the Board Secretary to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the sixtieth

(60) day after the Election. In particular, the Custodians shall provide applications for candidates, accept applications from candidates for a place on the ballot, and determine the order in which names will appear on the ballot for the director positions and accept and maintain records regarding campaign expenditures that may be filed with the District.

The Custodians shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period required by law. The Custodians shall post notice of the location and hours of her office as required by the Texas Election Code. The Custodians shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of the District that are required by the Texas Election Code.

Section 5. Candidate Petitions and Applications. Pursuant to the provisions of the District's enabling legislation, all candidates for the Board of Directors in the Election shall file a petition, signed by not less than ten (10) legally qualified electors asking that such candidate's name be printed on the ballot, together with an application for place on the ballot with the Custodians at the District's administrative offices at 1400 South Loop 336 West, Conroe, Montgomery County, Texas, 77304 on or before 5 p.m., Monday, August 20, 2018, a date which is seventy-eight (78) days prior to the date of the Election. All candidates shall file with said application the loyalty affidavit required by Subsection B, Section 141.031 of the Election Code. The application and petition in support thereof shall contain the provisions of and be substantially in the form of the documents attached to this Order and labeled as "Exhibit B," which exhibit is hereby incorporated by reference as if fully set out in the body of this Order. The application and petition in support thereof shall be presented to the Secretary of the Board of Directors, who will either approve or reject the application. If the application is rejected, written notice and the reason therefore shall be immediately delivered to the candidate.

Section 6. Early Voting. Pursuant to Chapter 31 of the Texas Election Code and the Election Services Agreement, the Board appoints the Administrator as the District's Early voting Clerk for the Election. Early voting shall be conducted at 8 locations: 1) Election Central (*Limited Ballots, Special Forms of Early Voting and Ballot by Mail only*), 9159 Airport Road, Conroe, Texas 77303 2) Lee G. Alworth Building (Montgomery County Administration Annex) (Main Early Voting Polling Place), 207 West Phillips, Conroe, Texas 77301 3) Magnolia Community Building, 422 Melton Street, Magnolia, Texas 77354 4) South County Community Building, 2235 Lake Robbins Drive, The Woodlands, Texas 77380 5) North Montgomery County Community Center, 600 Gerald Street, Willis, Texas 77378 6) East County Courthouse Annex, 21130 U.S. Highway 59 South, New Caney, Texas 77357 7) Lone Star Community Center, 2500 Lone Star Parkway, Montgomery, Texas 77356 8) George and Cynthia Woods-Mitchell Library, 8125 Ashlane Way, The Woodlands, Texas 77382 from 8 o'clock a.m. until 5:00 p.m. each weekday, that is not a county holiday, beginning October 22, 2018, and ending October 26, 2018. Early voting on October 28, 2018 shall be from 12:00 p.m. to 5:00 p.m., October 27, 2018, and October 29, 2018 thru November 2, 2018 shall be from 7:00 a.m. to 7:00 p.m. The Administrator's office shall also remain open on the day of the Election during the hours the polls are required to be open for voting by the Texas Election Code.

Early voting ballot applications shall be addressed to the Election Administrator, Donna Daniel, MCHD, 1400 South Loop 336 West, Conroe, Texas 77304.

Section 7. Contingency Plan. In the event it becomes unnecessary for the District to hold a county wide election and other political subdivisions that have entered into a Joint Election Agreement with the District are not required to hold a county wide election, then the District shall reduce the number of polling places to those set forth in "Exhibit C". Only the places that fall within the contested election precincts will be utilized.

Section 8. Notice of Election. Notice of the Election, stating in substance the contents of this Order, shall be published one (1) time in the English and Spanish languages, in a newspaper published within the District's territory at least ten (10) days and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings no later than the 21st day before the Election, or if the 21st day before the Election falls on a weekend or holiday, on the first business day thereafter.

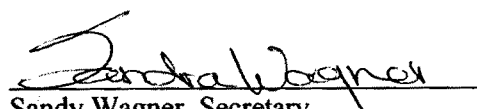
Section 9. Authorization to Execute. The Chair of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the Chair of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election. The Board finds that notice of the date, place, and subject of this meeting was posted in accordance with the terms and provisions of the Texas Open Meetings Act at least 72 hours preceding the scheduled time of this meeting.

Section 10. Effective Date. This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED Date July 24, 2018.


Kenn Fawn, Chair
Board of Directors
Montgomery County Hospital District

ATTEST:


Sandy Wagner, Secretary
Board of Directors
Montgomery County Hospital District

[SEAL]

Exhibit A - Polling Location Information

November 6, 2018 Joint Election

For Election Day

| Pct | Name of Facility | Physical Address | City | Zip |
|-----|--|---|---------------------|-------|
| 1 | Willis Community Building | 109 West Mink Street | Willis, TX | 77378 |
| 2 | Conroe Seventh-Day Adventist Church | 3601 South Loop 336 East | Conroe, TX | 77301 |
| 3 | The Woodlands High School 9th Grade Campus | 10010 Branch Crossing Drive | The Woodlands, TX | 77382 |
| 4 | Copperwood Apartment Building | 4407 South Panther Creek Drive | The Woodlands, TX | 77381 |
| 5 | Longstreet Community Building | 20240 Bays Chapel Road | Richards, TX | 77873 |
| 6 | Deretchin Elementary School | 11000 Merit Oaks Drive | The Woodlands, TX | 77382 |
| 7 | New Caney Elementary School | 20501 FM 1485 | New Caney, TX | 77357 |
| 8 | Browder Community Center | 14865 County Line Road | Willis, TX | 77378 |
| 9 | Dobbin Community Center | 695 South FM 1486 | Montgomery, TX | 77316 |
| 10 | Washington Junior High School | 507 Dr. Martin L. King, Jr. Place North | Conroe, TX | 77301 |
| 11 | Woodforest Church | 15917 Highway 105 West | Montgomery, TX | 77356 |
| 12 | Security Community Building | 18760 Highway 105 East | Cleveland, TX | 77328 |
| 13 | Decker Prairie Community Building | 32434 Decker Prairie Road | Magnolia, TX | 77355 |
| 14 | Crippen Elementary School | 18690 Cumberland Boulevard | Porter, TX | 77365 |
| 15 | Cornerstone Church | 100 Mosswood Drive | Conroe, TX | 77302 |
| 16 | Splendora ISD Instructional Services | 26175 FM 2090 | Splendora, TX | 77372 |
| 17 | First Baptist Church of Groceville | 19256 FM 1484 | Conroe, TX | 77303 |
| 18 | Magnolia Community Building | 422 Melton Street | Magnolia, TX | 77354 |
| 19 | Montgomery City Hall | 101 Old Plantersville Road | Montgomery, TX | 77316 |
| 20 | Travis Intermediate School | 1100 North Thompson Street | Conroe, TX | 77301 |
| 21 | Conroe High School | 3200 West Davis Street | Conroe, TX | 77304 |
| 22 | Lake Conroe Hills Community Building | 13621 Lake Breeze Lane | Willis, TX | 77318 |
| 23 | North Montgomery County Community Center | 600 Gerald Street | Willis, TX | 77378 |
| 24 | Oak Ridge Sr. High School | 27330 Oak Ridge School Road | Oak Ridge North, TX | 77385 |
| 25 | Grangerland Community Center | 15636 FM 3083 | Grangerland, TX | 77302 |
| 26 | East County Courthouse Annex | 21130 Highway 59 South | New Caney, TX | 77357 |
| 27 | Rivershire Club House | 206 Scarborough Drive | Conroe, TX | 77304 |
| 28 | Decker Prairie Elementary School | 27427 Decker Prairie Rosehill Road | Magnolia, TX | 77355 |
| 29 | W Montgomery County Community Development Center | 31355 Friendship Drive | Magnolia, TX | 77355 |
| 30 | Magnolia High School | 14350 FM 1488 | Magnolia, TX | 77354 |
| 31 | Shenandoah Municipal Complex | 29955 I-45 North | Shenandoah, TX | 77381 |
| 32 | Wilkerson Intermediate School | 12312 Sawmill Road | The Woodlands, TX | 77380 |
| 33 | South County Community Building | 2235 Lake Robbins Drive | The Woodlands, TX | 77380 |
| 34 | Needham Fire Department Station 64 | 15341 Lake Lamond Road | Conroe, TX | 77384 |
| 35 | Robinson Road Community Building | 27434 Robinson Road | Oak Ridge North, TX | 77385 |
| 36 | Allendale Baptist Church | 14535 Allendale Lane | Conroe, TX | 77302 |
| 37 | Friendship United Methodist Church | 22388 Ford Road | Porter, TX | 77365 |
| 38 | West Montgomery County Annex | 19380 Highway 105 W., Suite 507 | Montgomery, TX | 77356 |

| | | | | |
|----|--|-------------------------------------|----------------------|-------|
| 39 | Lone Star Elementary School | 10000 FM 2034 | Montgomery, TX | 77310 |
| 40 | Cryar Intermediate School | 2375 Montgomery Park Boulevard | Conroe, TX | 77304 |
| 41 | Splendora Junior High School | 23411 FM 2090 | Splendora, TX | 77372 |
| 42 | Moorhead Junior High School | 13475 FM 1485 | Conroe, TX | 77306 |
| 43 | Panorama Village City Hall | 99 Hiwon Drive | Panorama Village, TX | 77304 |
| 44 | Lone Star Convention Center | 9055 Airport Road | Conroe, TX | 77303 |
| 45 | Timber Lakes/Timber Ridge Fire Station | 3434 Royal Oaks Drive | Spring, TX | 77380 |
| 46 | Sue Broadway Elementary School | 2855 Spring Trails Bend | Spring, TX | 77386 |
| 47 | South Montgomery County Fire Station #4 | 28830 Birnham Woods Drive | Spring, TX | 77386 |
| 48 | Sally K. Ride Elementary School | 4920 West Panther Creek Drive | The Woodlands, TX | 77381 |
| 49 | David Elementary School | 5301 Shadowbend Place | The Woodlands, TX | 77381 |
| 50 | Far Hills Utility District Building | 10320 Cude Cemetery Road | Willis, TX | 77318 |
| 51 | Central Library | 104 I-45 North | Conroe, TX | 77301 |
| 52 | New Caney ISD Annex | 22500 Eagle Drive | New Caney, TX | 77357 |
| 53 | Woodbranch City Hall | 58 A Woodbranch Drive | New Caney, TX | 77357 |
| 54 | Peach Creek Baptist Church | 25963 FM 1485 East | New Caney, TX | 77357 |
| 55 | Austin Elementary School | 14796 Highway 105 East | Conroe, TX | 77306 |
| 56 | The Woodlands Emergency Training Center | 16135 IH-45 South | The Woodlands, TX | 77385 |
| 57 | Calvary Road Baptist Church | 12621 Calvary Road | Willis, TX | 77318 |
| 58 | Lone Star College System | 5000 Research Forest Drive | The Woodlands, TX | 77381 |
| 59 | Powell Elementary School | 7332 Cochrans Crossing Drive | The Woodlands, TX | 77381 |
| 60 | Montgomery County Juvenile Facility | 200 Academy Drive | Conroe, TX | 77301 |
| 61 | George and Cynthia Woods Mitchell Library | 8125 Ashlane Way | The Woodlands, TX | 77382 |
| 62 | Collins Intermediate School | 6020 Shadowbend Place | The Woodlands, TX | 77381 |
| 63 | Montgomery ISD District Office | 13159 Walden Road | Montgomery, TX | 77356 |
| 64 | Whispering Pines Baptist Church | 15200 FM 1485 | Conroe, TX | 77306 |
| 65 | J. L. Lyon Elementary School | 27035 Nichols Sawmill Road | Magnolia, TX | 77355 |
| 66 | Outback Western Wear Event Hall | 30405 Dobbin Huffsmith Road | Magnolia, TX | 77354 |
| 67 | Lamar Elementary School | 1300 Many Pines Road | The Woodlands, TX | 77380 |
| 68 | Knights of Columbus Hall | 29327 South Plum Creek Drive | Spring, TX | 77386 |
| 69 | Barbara Bush Elementary School | 7420 Crownridge Drive | The Woodlands, TX | 77382 |
| 70 | The Woodlands Recreation Center | 5310 Research Forest Drive | The Woodlands, TX | 77381 |
| 71 | Buckalew Elementary School | 4909 West Alden Bridge Drive | The Woodlands, TX | 77382 |
| 72 | Bentwater Yacht Club | 200 Bentwater Harbor Drive | Montgomery, TX | 77356 |
| 73 | City of Conroe, Dean Towery Service Center | 401 Sgt. Ed Holcomb Boulevard South | Conroe, TX | 77304 |
| 74 | Smith Elementary School | 28747 Hardin Store Road | Magnolia, TX | 77354 |
| 75 | Windsor Hills Homeowners' Association Club House | 1 East Windsor Hills Circle | The Woodlands, TX | 77384 |
| 76 | Westwood Landowners' Association Building | 406 Mackintosh Drive | Magnolia, TX | 77354 |
| 77 | April Sound Church | 67 1/2 April Wind Drive South | Montgomery, TX | 77356 |
| 78 | Galatas Elementary School | 9001 Cochrans Crossing Drive | The Woodlands, TX | 77381 |
| 79 | Glen Loch Elementary School | 27505 Glen Loch Drive | The Woodlands, TX | 77381 |
| 80 | Imperial Oaks Neighborhood Center | 31120 Imperial Oaks Boulevard | Spring, TX | 77386 |
| 81 | Mitchell Intermediate School | 6800 Alden Bridge Drive | The Woodlands, TX | 77382 |
| 82 | White Oak Middle School | 24161 Briar Berry Lane | Porter, TX | 77365 |
| 83 | Security Community Building | 18760 Highway 105 East | Cleveland, TX | 77328 |
| 84 | South Montgomery County Fire Station #1 | 335 Volunteer Lane | Spring, TX | 77380 |

| | | | | |
|----|--------------------------------|----------------------------|----------------|-------|
| 85 | Northridge Baptist Church | 10601 FM 1404 | Conroe, TX | 77305 |
| 86 | Living Branch Church | 13229 Highway 105 West | Conroe, TX | 77304 |
| 87 | Birnam Woods Elementary School | 31150 Birnam Woods Drive | Spring, TX | 77386 |
| 88 | York Junior High School | 3515 Waterbend Cove | Spring, TX | 77386 |
| 89 | Bear Branch Elementary School | 8909 FM 1488 | Magnolia, TX | 77354 |
| 90 | Woodforest Homefinder Lodge | 101 Elk Trace Parkway | Montgomery, TX | 77316 |
| 91 | Magnolia West High School | 42202 FM 1774 | Magnolia, TX | 77355 |
| 92 | Kaufman Elementary School | 2760 Northridge Forest | Spring, TX | 77386 |
| 93 | New Caney Middle School | 22784 Highway 59 South | Porter, TX | 77365 |
| 94 | Faith Family Baptist Church | 23915 Highway 59 North | Kingwood, TX | 77339 |
| 95 | Kings Manor Elementary School | 21111 Royal Crossing Drive | Kingwood, TX | 77339 |
| 96 | Irons Junior High School | 16780 Needham Road | Conroe, TX | 77385 |
| 96 | | | | |

EXHIBIT B
MONTGOMERY COUNTY HOSPITAL DISTRICT
ELECTION OF DIRECTORS
November 6, 2018
APPLICATION FOR PLACE ON BALLOT AND PETITION

DATE OF BIRTH _____

OCCUPATION: _____

(Name of applicant)

(Mailing Address)

(Residence Address)

(City/State/Zip Code)

(City/State/Zip Code)

I hereby certify that I am the person named in the Petition made a part hereof; that I am at least twenty-one (21) years of age, a resident citizen of the United States and of Montgomery County Hospital District and I am a qualified voter within said District; that I have resided in the State of Texas continuously from 20__ to date and in said District for a period of at least six (6) months next preceding election; that I have not been determined mentally incompetent by a final judgment of a court; that I have not been finally convicted of a felony from which I have not been pardoned or otherwise released from the resulting disabilities; that I meet and comply with all of the qualification for holding said office as provided by the Texas Constitution, Texas Election Code and all acts authorizing the creation of said District; that I am not ineligible or disqualified to hold said office for any reason. I am aware of the nepotism law, Section 573-001 through 573-043 of the Texas Government Code, as amended. I further swear that the foregoing statements included in my application are in all things true and correct.

Please place my name on the official ballot as follows:

(Please print Name)

LOYALTY AFFIDAVIT

I, _____, of Montgomery County, Texas, being a candidate for the office of Director _____, No. _____, swear that I will support and defend the constitution and laws of the United States and of the State of Texas.

(Signature of Candidate) _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 2018.

My Commission Expires: _____

Notary Public, State of Texas

Printed Name: _____

Application and Attached Petition received this the ____ day of _____, 2018.

APPROVED this ____ day of _____, 2018

REJECTED this ____ day of _____, 2018

(If application is rejected, written notice of reason shall be immediately delivered to candidate.)

Secretary, Board of Directors

EXHIBIT B
MONTGOMERY COUNTY HOSPITAL DISTRICT
PETITION

(SIGNING THE PETITION OF MORE THAN 1 CANDIDATE FOR THE SAME OFFICE IN THE SAME ELECTION IS PROHIBITED)

TO: The Secretary of the Board of Directors
 of Montgomery County Hospital District

The undersigned, being not less than ten (10) legally qualified electors residing in the Montgomery County Hospital District, request that the name of _____ be printed on the ballot in the election to be held on November 6, 2018, for the purpose of electing Directors to the Board of Montgomery County Hospital District, as a candidate for Director, _____ No. _____.
(Position/Precinct)

| Signature: | Printed Name | Address/City/State/Zip |
|------------|--------------|------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

_____The undersigned after being duly sworn, deposes as follows:

“My name is _____. I am the person who circulated the foregoing Petition. I have pointed out and read to each signer, before the Petition was signed, each statement pertaining to the signer that appears in the Petition: I witnessed each signature and verified each signer’s voter registration status. I believe each signature to be genuine and all of the foregoing information to be correct.”

Signature: _____
Printed Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.
My commission Expires: _____

Printed name of Notary:

ELECTION SERVICES AGREEMENT

STATE OF TEXAS 0
COUNTY OF MONTGOMERY 0

THIS CONTRACT is made this 25th day of June, 2018, by and between the Political Subdivision of Montgomery County Hospital District, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 6, 2018 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 6, 2018 Election. Montgomery County's certified Hart InterCivic eSlate Voting System Version 6.2.1 electronic voting equipment is to be used in the November 6, 2018 Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
 - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and election day officials of the date, time, and place thereof.
 - (c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

- (d) Procure election kits and supplies and distribute to the election judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The election day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.
- (e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections Public Information web access program.
- (g) Publish legal notice of the date, time, and place of the public logic and accuracy test and first test of automatic tabulating equipment. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Publish a notice of joint election one time in English and Spanish in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and election day results, including paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Montgomery County uses

only DREs and qualifies for the exemption under this section, thereby also qualifying the participating Political Subdivisions for the exemption. This exemption must be recorded with the Office of the Secretary of State in accordance with instructions provided by that agency.

If the exemption is revoked for any reason, Contracting Officer shall conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count to the Office of the Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.
- (d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling

location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

- (f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.
- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names or measures, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

Suzie Harvey
Elections Administrator
P. O. Box 2646
Conroe, TX 77305-2646

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for a recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions

provided by that agency, unless the exemption for voting systems that use only DREs is revoked. If the exemption is revoked, immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to the Secretary of State.

- (o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate to Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

Checks shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

- 4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.

- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed by full-time county employees outside of normal business hours will be allocated to Political Subdivision under this Agreement.
- (d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$200 contract preparation and processing fee will be assessed to Political Subdivision in addition to any

costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.

- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

MONTGOMERY COUNTY, TEXAS

June 25, 2018
Date Signed

By: Suzie Harvey
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org

Montgomery County Hospital District

"Political Subdivision"

July 24, 2018
Date Signed

By: Kenn Fawn
Name: Kenn Fawn
Title: Chairman
Address: 1400 South Loop 336 West
City, State, Zip: Conroe, TX 77304
Phone: (936) 523-5016 Fax: (936) 539-1163
Email: ddaniel@mchd-tx.org

EXHIBIT A
NOVEMBER 6, 2018 JOINT ELECTION
EARLY VOTING POLLING LOCATIONS AND TIMES

| | | |
|--------------------------------|------------------------|---------------------------|
| October 22 – 26 | Monday – Friday | 8:00 am – 5:00 pm |
| October 27 | Saturday | 7:00 am – 7:00 pm |
| October 28 | Sunday | 12:00 pm – 5:00 pm |
| October 29 – November 2 | Monday – Friday | 7:00 am – 7:00 pm |

Lee G. Alworth Building
(Main Early Voting Polling Place)
207 West Phillips Street - Conroe, Texas 77301

Magnolia Community Building
422 Melton Street - Magnolia, Texas 77354

South County Community Building
2235 Lake Robbins Drive - The Woodlands, Texas 77380

North Montgomery County Community Center
600 Gerald Street - Willis, Texas 77378

East County Courthouse Annex
21130 U. S. Highway 59 South - New Caney, Texas 77357

Lone Star Community Center
2500 Lone Star Parkway - Montgomery, Texas 77356

George and Cynthia Woods-Mitchell Library
8125 Ashlane Way - The Woodlands, Texas 77382

Limited Ballots, Special Forms of Early Voting and Ballot by Mail only:
Election Central
9159 Airport Road - Conroe, Texas 77303

Montgomery County Elections
EXHIBIT B - Polling Location Information
November 6, 2018 Joint Election
For Election Day

| Pct | Name of Facility | Physical Address | City | Zip |
|------------|--|---|---------------------|------------|
| 1 | Willis Community Building | 109 West Mink Street | Willis, TX | 77378 |
| 2 | Conroe Seventh-Day Adventist Church | 3601 South Loop 336 East | Conroe, TX | 77301 |
| 3 | The Woodlands High School 9th Grade Campus | 10010 Branch Crossing Drive | The Woodlands, TX | 77382 |
| 4 | Copperwood Apartment Building | 4407 South Panther Creek Drive | The Woodlands, TX | 77381 |
| 5 | Longstreet Community Building | 20240 Bays Chapel Road | Richards, TX | 77873 |
| 6 | Deretchin Elementary School | 11000 Merit Oaks Drive | The Woodlands, TX | 77382 |
| 7 | New Caney Elementary School | 20501 FM 1485 | New Caney, TX | 77357 |
| 8 | Browder Community Center | 14865 County Line Road | Willis, TX | 77378 |
| 9 | Dobbin Community Center | 695 South FM 1486 | Montgomery, TX | 77316 |
| 10 | Washington Junior High School | 507 Dr. Martin L. King, Jr. Place North | Conroe, TX | 77301 |
| 11 | Woodforest Church | 15917 Highway 105 West | Montgomery, TX | 77356 |
| 12 | Security Community Building | 18760 Highway 105 East | Cleveland, TX | 77328 |
| 13 | Decker Prairie Community Building | 32434 Decker Prairie Road | Magnolia, TX | 77355 |
| 14 | Crippen Elementary School | 18690 Cumberland Boulevard | Porter, TX | 77365 |
| 15 | Cornerstone Church | 100 Mosswood Drive | Conroe, TX | 77302 |
| 16 | Splendora ISD Instructional Services | 26175 FM 2090 | Splendora, TX | 77372 |
| 17 | First Baptist Church of Groceville | 19256 FM 1484 | Conroe, TX | 77303 |
| 18 | Magnolia Community Building | 422 Melton Street | Magnolia, TX | 77354 |
| 19 | Montgomery City Hall | 101 Old Plantersville Road | Montgomery, TX | 77316 |
| 20 | Travis Intermediate School | 1100 North Thompson Street | Conroe, TX | 77301 |
| 21 | Conroe High School | 3200 West Davis Street | Conroe, TX | 77304 |
| 22 | Lake Conroe Hills Community Building | 13621 Lake Breeze Lane | Willis, TX | 77318 |
| 23 | North Montgomery County Community Center | 600 Gerald Street | Willis, TX | 77378 |
| 24 | Oak Ridge Sr. High School | 27330 Oak Ridge School Road | Oak Ridge North, TX | 77385 |
| 25 | Grangerland Community Center | 15636 FM 3083 | Grangerland, TX | 77302 |
| 26 | East County Courthouse Annex | 21130 Highway 59 South | New Caney, TX | 77357 |
| 27 | Rivershire Club House | 206 Scarborough Drive | Conroe, TX | 77304 |
| 28 | Decker Prairie Elementary School | 27427 Decker Prairie Rosehill Road | Magnolia, TX | 77355 |
| 29 | W Montgomery County Community Development Center | 31355 Friendship Drive | Magnolia, TX | 77355 |
| 30 | Magnolia High School | 14350 FM 1488 | Magnolia, TX | 77354 |
| 31 | Shenandoah Municipal Complex | 29955 I-45 North | Shenandoah, TX | 77381 |
| 32 | Wilkerson Intermediate School | 12312 Sawmill Road | The Woodlands, TX | 77380 |
| 33 | South County Community Building | 2235 Lake Robbins Drive | The Woodlands, TX | 77380 |
| 34 | Needham Fire Department Station 64 | 15341 Lake Lamond Road | Conroe, TX | 77384 |
| 35 | Robinson Road Community Building | 27434 Robinson Road | Oak Ridge North, TX | 77385 |
| 36 | Allendale Baptist Church | 14535 Allendale Lane | Conroe, TX | 77302 |
| 37 | Friendship United Methodist Church | 22388 Ford Road | Porter, TX | 77365 |
| 38 | West Montgomery County Annex | 19380 Highway 105 W., Suite 507 | Montgomery, TX | 77356 |

| | | | | |
|----|--|-------------------------------------|----------------------|-------|
| 39 | Lone Star Elementary School | 16600 FM 2854 | Montgomery, TX | 77316 |
| 40 | Cryar Intermediate School | 2375 Montgomery Park Boulevard | Conroe, TX | 77304 |
| 41 | Splendora Junior High School | 23411 FM 2090 | Splendora, TX | 77372 |
| 42 | Moorhead Junior High School | 13475 FM 1485 | Conroe, TX | 77306 |
| 43 | Panorama Village City Hall | 99 Hiwon Drive | Panorama Village, TX | 77304 |
| 44 | Lone Star Convention Center | 9055 Airport Road | Conroe, TX | 77303 |
| 45 | Timber Lakes/Timber Ridge Fire Station | 3434 Royal Oaks Drive | Spring, TX | 77380 |
| 46 | Sue Broadway Elementary School | 2855 Spring Trails Bend | Spring, TX | 77386 |
| 47 | South Montgomery County Fire Station #4 | 28830 Birnham Woods Drive | Spring, TX | 77386 |
| 48 | Sally K. Ride Elementary School | 4920 West Panther Creek Drive | The Woodlands, TX | 77381 |
| 49 | David Elementary School | 5301 Shadowbend Place | The Woodlands, TX | 77381 |
| 50 | Far Hills Utility District Building | 10320 Cude Cemetery Road | Willis, TX | 77318 |
| 51 | Central Library | 104 I-45 North | Conroe, TX | 77301 |
| 52 | New Caney ISD Annex | 22500 Eagle Drive | New Caney, TX | 77357 |
| 53 | Woodbranch City Hall | 58 A Woodbranch Drive | New Caney, TX | 77357 |
| 54 | Peach Creek Baptist Church | 25963 FM 1485 East | New Caney, TX | 77357 |
| 55 | Austin Elementary School | 14796 Highway 105 East | Conroe, TX | 77306 |
| 56 | The Woodlands Emergency Training Center | 16135 IH-45 South | The Woodlands, TX | 77385 |
| 57 | Calvary Road Baptist Church | 12621 Calvary Road | Willis, TX | 77318 |
| 58 | Lone Star College System | 5000 Research Forest Drive | The Woodlands, TX | 77381 |
| 59 | Powell Elementary School | 7332 Cochrans Crossing Drive | The Woodlands, TX | 77381 |
| 60 | Montgomery County Juvenile Facility | 200 Academy Drive | Conroe, TX | 77301 |
| 61 | George and Cynthia Woods Mitchell Library | 8125 Ashlane Way | The Woodlands, TX | 77382 |
| 62 | Collins Intermediate School | 6020 Shadowbend Place | The Woodlands, TX | 77381 |
| 63 | Montgomery ISD District Office | 13159 Walden Road | Montgomery, TX | 77356 |
| 64 | Whispering Pines Baptist Church | 15200 FM 1485 | Conroe, TX | 77306 |
| 65 | J. L. Lyon Elementary School | 27035 Nichols Sawmill Road | Magnolia, TX | 77355 |
| 66 | Outback Western Wear Event Hall | 30405 Dobbin Huffsmith Road | Magnolia, TX | 77354 |
| 67 | Lamar Elementary School | 1300 Many Pines Road | The Woodlands, TX | 77380 |
| 68 | Knights of Columbus Hall | 29327 South Plum Creek Drive | Spring, TX | 77386 |
| 69 | Barbara Bush Elementary School | 7420 Crownridge Drive | The Woodlands, TX | 77382 |
| 70 | The Woodlands Recreation Center | 5310 Research Forest Drive | The Woodlands, TX | 77381 |
| 71 | Buckalew Elementary School | 4909 West Alden Bridge Drive | The Woodlands, TX | 77382 |
| 72 | Bentwater Yacht Club | 200 Bentwater Harbor Drive | Montgomery, TX | 77356 |
| 73 | City of Conroe, Dean Towery Service Center | 401 Sgt. Ed Holcomb Boulevard South | Conroe, TX | 77304 |
| 74 | Smith Elementary School | 28747 Hardin Store Road | Magnolia, TX | 77354 |
| 75 | Windsor Hills Homeowners' Association Club House | 1 East Windsor Hills Circle | The Woodlands, TX | 77384 |
| 76 | Westwood Landowners' Association Building | 406 Mackintosh Drive | Magnolia, TX | 77354 |
| 77 | April Sound Church | 67 1/2 April Wind Drive South | Montgomery, TX | 77356 |
| 78 | Galatas Elementary School | 9001 Cochrans Crossing Drive | The Woodlands, TX | 77381 |
| 79 | Glen Loch Elementary School | 27505 Glen Loch Drive | The Woodlands, TX | 77381 |
| 80 | Imperial Oaks Neighborhood Center | 31120 Imperial Oaks Boulevard | Spring, TX | 77386 |
| 81 | Mitchell Intermediate School | 6800 Alden Bridge Drive | The Woodlands, TX | 77382 |
| 82 | White Oak Middle School | 24161 Briar Berry Lane | Porter, TX | 77365 |
| 83 | Security Community Building | 18760 Highway 105 East | Cleveland, TX | 77328 |
| 84 | South Montgomery County Fire Station #1 | 335 Volunteer Lane | Spring, TX | 77380 |

| | | | | |
|----|--------------------------------|----------------------------|----------------|-------|
| 85 | Northridge Baptist Church | 10681 FM 1484 | Conroe, TX | 77303 |
| 86 | Living Branch Church | 13229 Highway 105 West | Conroe, TX | 77304 |
| 87 | Birnam Woods Elementary School | 31150 Birnam Woods Drive | Spring, TX | 77386 |
| 88 | York Junior High School | 3515 Waterbend Cove | Spring, TX | 77386 |
| 89 | Bear Branch Elementary School | 8909 FM 1488 | Magnolia, TX | 77354 |
| 90 | Woodforest Homefinder Lodge | 101 Elk Trace Parkway | Montgomery, TX | 77316 |
| 91 | Magnolia West High School | 42202 FM 1774 | Magnolia, TX | 77355 |
| 92 | Kaufman Elementary School | 2760 Northridge Forest | Spring, TX | 77386 |
| 93 | New Caney Middle School | 22784 Highway 59 South | Porter, TX | 77365 |
| 94 | Faith Family Baptist Church | 23915 Highway 59 North | Kingwood, TX | 77339 |
| 95 | Kings Manor Elementary School | 21111 Royal Crossing Drive | Kingwood, TX | 77339 |
| 96 | Irons Junior High School | 16780 Needham Road | Conroe, TX | 77385 |
| 96 | | | | |

November 6, 2018
Montgomery County Joint Election
Exhibit C – Timetable

The Participating Entities agree that timing is critical, and failure to adhere to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement.

The dates in this Exhibit C - Timetable that pertain to deadlines provided by statute are for convenience only and are not to be considered legal advice. Refer to the website of the Texas Secretary of State <http://www.sos.texas.gov/elections> for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity and election. Comply with all requirements for orders, postings and notices for your Political Subdivision and election.

Notices

Contracting Officer will provide the publication in English and Spanish of:

- one notice of the date, time, and place of the logic and accuracy test and first test of automatic tabulating equipment in *The Courier* and
- one notice of joint election in Montgomery County newspaper(s).

Immediately

If your entity is not listed on Exhibit B, has "Need to Confirm Streets" indicated on Exhibit B, has annexed territory, or has made any boundary changes, you must contact Contracting Officer at Suzie.Harvey@mctx.org and Matt.Murray@mctx.org immediately. Streets and block ranges in your jurisdictional boundaries must be defined, and this process can be lengthy. An Approval Form for streets must be signed by **August 3, 2018**, in order for you to participate in the Joint Election.

August 3, 2018

Deadline to email Suzie.Harvey@mctx.org **notification of participation** in Joint Election, even if your election has not been ordered or if the election might be canceled if it is uncontested. Contracting Officer is unable to accommodate anyone who responds late. If notice is not received by this date, Political Subdivision will not be included in future correspondence regarding the Joint Election or in the Exhibit D - Cost Estimate.

Entity Fact Sheet due.

Electronic Ballot Template (without candidate names) due.* This must be emailed in a Word Document on our Ballot Template Form to Suzie.Harvey@mctx.org and Jason.Lay@mctx.org. Email candidate names separately, immediately following the Candidate Filing deadline. Email the order of candidates on the ballot immediately following your ballot position drawing.

*For a special election on a measure, if the ballot language for propositions has not been finalized, or if the Spanish translations have not been completed, please provide the expected number of propositions and the details of any candidate races so that the information can be inserted as place holders in the election database. This will allow ballot preparation to begin on schedule.

August 20, 2018

Deadline to **order an election**, unless otherwise provided by statute. Please forward a copy of your Order of Election to Contracting Officer.

5:00 PM - Candidate Filing deadline, unless otherwise provided by statute.*

*Schedule your ballot position drawing as soon as possible, but no later than the Candidate Withdrawal deadline, and email the order of candidates on the ballot (see entry under August 28).

Notice of ballot position drawing must be posted for 72 hours immediately preceding drawing.

Political subdivision other than a city: The authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to candidates not later than the fourth day before the drawing.

City: On receipt of a candidate's written request accompanied by a stamped, self-addressed envelope, the authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to the candidate.

5:15 PM - Deadline to notify Suzie.Harvey@mctx.org whether Political Subdivision has a contested general election. Political subdivision will not be included in the Joint Election if we do not receive notice.

5:15 PM - Deadline to email **candidate names in the exact form in which they are to be printed on the ballot.**

August 24, 2018

12:00 PM - Deadline to email **phonetic pronunciation of all candidate names that are not obvious, which will be used for the ballot audio recording.**

5:00 PM - Write-In Declaration Filing deadline, unless otherwise provided by statute.*

5:15 PM - If a Write-In causes election to be contested, deadline to notify Suzie.Harvey@mctx.org.

5:15 PM - Deadline to email the names of **Write-In candidates.**

5:15 PM - If election is uncontested as of 5:00 PM on this date, Deadline to **cancel election with Contracting Officer and incur **no fees** under this Agreement. If election is contested as of this date, but a candidate withdrawal after this date causes election to be uncontested, no charges will be assessed if Contracting Officer is notified of cancellation on the date of the withdrawal.**

August 28, 2018

5:00 PM - Candidate Withdrawal deadline, including Write-In Candidates, unless otherwise provided by statute.

5:15 PM - Deadline to email Suzie.Harvey@mctx.org **withdrawals or election cancellation.**

5:15 PM - If a candidate withdrawal on this date causes election to be uncontested, Deadline to **cancel election with Contracting Officer and incur **no fees** under this Agreement.**

7:00 PM - Deadline to email **order of candidates on ballot (please email it as soon as it is available, if sooner than the deadline).**

Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The Participating Entities must adhere to deadlines in order for our office to meet the Federal and/or State deadlines to mail or email, as applicable, any military and overseas ballots.

September 4, 2018

Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery (addresses on last page), or email Suzie.Harvey@mctx.org.

September 7, 2018

Deadline to receive **copy of Order of Election**.

September 21, 2018

9:00 AM - Public Logic and Accuracy Test and First Test of Automatic Tabulating Equipment held at Election Central, 9159 Airport Road, Conroe, Texas 77303.

September 25, 2018

Deadline to receive **deposit – 60%** of estimated cost on official **Exhibit D - Cost Estimate**, payable to Montgomery County Elections Administrator (addresses on last page).

October 9, 2018

Last day to register to vote for the **November 6, 2018** Election.

October 16, 2018

Deadline to receive copy of any Notice or Order which Participating Entity wishes to have Contracting Officer post at polling places being used in the election, e.g., Bond Election, Canceled Election.

The copy, including the translation in Spanish and any other required language(s), may be provided electronically to Contracting Officer at Suzie.Harvey@mctx.org.

The copy will be posted by Contracting Officer as follows:

- Early Voting Polling Places – before polls open on the first day of Early Voting
- Election Day Polling Places – before polls open on Election Day

Posting of any copy that is to be made earlier than the above schedule or at any location other than the polling places being used in the election are the responsibility of Participating Entity.

October 22 – November 2, 2018

Early Voting period.

October 26, 2018

Last day to accept **applications for early voting ballot by mail** and Federal Post Card Applications. The Early Voting Clerk may now receive applications beginning at any time during the calendar year, but no later than this date.

Applications for ballot by mail should be sent to:

Suzie Harvey
Elections Administrator
P. O. Box 2646
Conroe, TX 77305-2646

Any applications received by Participating Entity must be delivered in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed or delivered in person to Contracting Officer for all processing.

November 5, 2018

If applicable, last day to post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for this election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

Tuesday, November 6, 2018

7:00 AM to 7:00 PM - Election Day

Regular deadline to receive early voting ballots by mail.

November 13, 2018

Deadline to receive military ballots.

November 16 – 20, 2018

Recommended dates to schedule your canvass.

Dates set by law to conduct official local canvass of returns are November 9 – 20. However, the Early Voting Ballot Board may be processing provisional ballots and overseas mail ballots as late as November 14 - 15. Canvass reports will be emailed as soon as possible, but they might not be available until November 16.

Pursuant to Section 67.004 (a) of the Texas Election Code, two members of the canvassing authority constitute a quorum for the purposes of canvassing an election.

December 6, 2018

Deadline to file electronic Precinct By Precinct returns with the Texas Secretary of State.

30 days from date of Final Invoice

Pay balance due for election services. Checks should be made payable to:
Montgomery County Elections Administrator.

September 7, 2020

First day that non-permanent election records* may be destroyed IF no contest or criminal investigation has arisen and IF no open records request has been filed.

*Permanent Records: (Sec. 66.001, 67.004, 67.006, Texas Election Code)

Election results in tabulated form must be preserved as a permanent record in the election register for each local canvassing authority by:

City: the city secretary

Political subdivision other than a county or city: the secretary of the governing body or, if there is no secretary, the presiding officer of the governing body

Candidate Applications must be retained by the governing body for two years after the date of the election (Sec. 141.036, Texas Election Code).

Suzie Harvey
Montgomery County Elections Administrator

Email
Suzie.Harvey@mctx.org

Mail
P. O. Box 2646
Conroe, TX 77305-2646

Delivery
9159 Airport Road
Conroe, TX 77303

**CHEVROLET****FREEDOM CHEVROLET**

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

QUOTE**Customer**

Name MCHD

Address

City

State TX ZIP

Phone

Date

7/2/2018

Order No.

DC20180086701

Rep

BDS

FOB

IWC

| Qty | Description | Unit Price | TOTAL |
|--|--|--------------|-------------|
| 1 | 2018-19 PPV Black tahoe PPV, includes tint, 4-keys and fobs LH spotlight @j3-@j4-@j7 and delivery | \$ 31,500.00 | \$31,500.00 |
| PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237 | | | |
| TERMS: NET 30 | | | |

Payment Details☐

Cash

☒

Check

☐

Credit Card

Name

CC #

Expires

Subtotal

\$31,500.00

Shipping & Handling

\$0.00

Taxes

State

TOTAL

\$31,500.00

Office use only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

August 2, 2018

Montgomery County Hospital District EMS
1300 South Loop 336 West
Conroe, TX 77304

To Whom It May Concern,

ZOLL Medical Corporation sells and services our defibrillator products using our Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory cannot be duplicated in any field environment.

There are no other ZOLL authorized companies providing repairs for the ZOLL M Series, E Series, R Series and X Series defibrillators that ZOLL has sold in North America. We do use outside authorized agencies to provide on-site Preventive Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, extension 9766.

Sincerely,

Kerry Bishop,
Service Contracts Representative

**EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Montgomery County Hospital District EMS (Customer # 6559)****ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Diane Sandel (936) 521-5622 / dsandel@mchd-tx.org**Bill To:** Montgomery County Hospital District EMS

PO Box 478
Conroe, TX 77305

Ship To: Montgomery County Hospital District EMS

1300 South Loop 336 West
Conroe, TX 77304

From: Tammy Digan

Service Contracts Representative
(978) 421-9357 / tdigan@zoll.com

QUOTATION: 00024209

Quote Date: July 13, 2018

Quote Pricing: Valid for 60 Days

PM Contact: -**X Series**

| Part No | Description | Contract Dates | Qty | Price | Adj. Price | Ext. Price |
|-----------|--|--------------------------------|-----|------------|------------|-------------|
| 8889-0001 | 1 Year Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, 50% on Sealed Lead Acid Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR12C000649, AR12D000756, AR12G001409, AR12H001531, AR12H001662, AR12I001777, AR12I001788, AR12I001791, AR12I001794, AR12I001815, AR12I001821, AR12I001830, AR12I001861, AR12I001865, AR12I001868, AR12I001874, AR12I001876, AR12I001892, AR12I001895, AR12I001906, AR12I001915, AR12I001953, AR12I001955, AR12I001956, AR12I001961, AR12I001965, AR12I001967, AR12I001973, AR12I001974, AR12I001989, AR12I002003, AR12I002008, AR12I002020, AR12I002048, AR12I002055, AR12I002059, AR12I002060, AR12I002066, AR12I002067, AR12I002068, AR12I002073, AR12I002074, AR12I002196, AR12K002474, AR14C007628, AR14C007633, AR15H014531, AR15L016300, AR15L016304, AR14L016305, AR16J021939, AR17G025619, AR17G02544 | 10/01/2018 to 09/30/2019 | 53 | \$1,145.00 | \$916.00 | \$48,548.00 |
| 8889-9999 | 9 Month - Prorated Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, 50% on Sealed Lead Acid Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR17L028899 | 01/01/2019 to 09/30/2019 | 1 | \$900.00 | \$720.00 | \$720.00 |

TOTAL: \$49,268.00**COMMENTS:**

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. 20% Multi-Unit Discount.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Montgomery County Hospital District EMS (Customer # 6559)

Quote No: 00024209 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

ZOLL Medical Corporation

Signature: _____

Name: Tammy Digan

Title: Service Contracts Representative

Date: _____

Montgomery County Hospital District EMS

Authorized Signature: _____

Print Name _____

Title: _____

Date: _____

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Montgomery County Hospital District EMS**Preventive Maintenance Terms and Conditions**

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at the rate set forth in the Texas Prompt Payment Act. TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third-party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. The Community Resources section of TSL's website is not currently available to Client. Should it become available and Client chooses to participate by uploading its information to the Community Resource website, then Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's third party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: UICHD

Address: 1400 S. Loop 336 West
Conroe TX 77304

DocuSigned by:
By: Jennifer Antinone
009E07966FE0477...

By: [Signature]

Printed Name: Jennifer Antinone

Printed Name: Randy Johnson

Title: Director of Client Services

Title: CEO

Date: 9/7/2018

Date: August 29, 2018

Schedule A



TargetSolutions by Vector Solutions

4890 W. KENNEDY BLVD, SUITE 300
TAMPA, FL 33609
877.944.6372 - TOLL FREE
858.592.6880 - DIRECT / 858.487.8762 - FAX

Account Manager: Rachel Bark

Email: rachel.bark@vectorsolutions.com

Phone: 1-877-435-9309 x1029

DATE of SUBMISSION

8/22/2018

LICENSE TERMS:

10/1/18-9/30/19

Exclusively Created for:

Montgomery County Hospital District

ATTN: Lee Gillum

PO Box 478

Conroe, TX 77305

| TargetSolutions CentreLearn Platform | | | |
|--|------------------------|--------------------------|---------------------|
| DESCRIPTION | UNIT PRICE PER USER | QUANTITY (# of Users) | TOTAL |
| MCHD - CentreLearn LMS and Content Users | \$ 47.95 | 258 | \$ 12,371.10 |
| MCHD - CentreLearn LMS and No Content | \$ 23.95 | 56 | \$ 1,341.20 |
| MCFR - CentreLearn LMS and Content Users | \$ 47.95 | 606 | \$ 29,057.70 |
| MCFR - CentreLearn LMS and No Content | \$ 23.95 | 36 | \$ 862.20 |
| Woodlands FD - CentreLearn LMS and Content Users | \$ 47.95 | 139 | \$ 6,665.05 |
| Woodlands FD - CentreLearn LMS and No Content | \$ 23.95 | 3 | \$ 71.85 |
| TOTAL DUE ANNUALLY | | | \$ 50,369.10 |

These are previous line items which would now be all rolled under one contract. The current contract is renewing under auto-renewal. MCHD = Montgomery Co. Hospital District. MCFR = Montgomery Co. 1st Responders. Invoicing is monthly.

By signing the Client agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms

TargetSolutions Learning, LLC business proposal pricing is good for 90 days from Date of Submission listed above.

Daniel, Donna

From: Daniel, Donna
Sent: Friday, August 24, 2018 12:51 PM
To: Gillum, Lee
Subject: FW: CentreLearn aka Target Solutions (elearning platform) - Review needed this will be in today's boardbook - thank you
Attachments: 2012 CentreLearn Contract with First Responders Added (gh 8.24.18).pdf; TSC Client Agreement Rev O (gh rev 8.24.18).pdf; Schedule A 22 Aug 2018.pdf

Some revisions – please see attached.

From: Greg Hudson [mailto:ghudson@holaw.net]
Sent: Friday, August 24, 2018 11:53 AM
To: Daniel, Donna <ddaniel@mchd-tx.org>
Subject: RE: CentreLearn aka Target Solutions (elearning platform) - Review needed this will be in today's boardbook - thank you

Donna, here are my revisions to the agreements. I have tried to keep them to a minimum.

Greg

Greg Hudson
Hudson & O'Leary LLP
1010 Mopac Circle
Suite 201
Austin, Texas 78746
(512) 441-9941
(512) 441-1501 (fax)
ghudson@holaw.net

HUDSON & O'LEARY LLP E-MAIL CONFIDENTIALITY NOTICE - This transmission may be: (1) subject to the Attorney-Client Privilege, (2) attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender and delete the message. Unless otherwise noted, this message does not create an attorney-client relationship in the absence of such an existing relationship.

From: Daniel, Donna [mailto:ddaniel@mchd-tx.org]
Sent: Friday, August 24, 2018 8:19 AM
To: Greg Hudson
Subject: FW: CentreLearn aka Target Solutions (elearning platform) - Review needed this will be in today's boardbook - thank you

Donna Daniel
Records Manager/Compliance Officer
D: 936.523.5016

C: 832.364.9308

Montgomery County Hospital District

From: Daniel, Donna

Sent: Wednesday, August 22, 2018 3:22 PM

To: counsel <gghudson@holaw.net>

Subject: FW: CentreLearn aka Target Solutions (elearning platform) - Please review will be on this months agenda - thank you!

From: Gillum, Lee

Sent: Wednesday, August 22, 2018 3:21 PM

To: Daniel, Donna <ddaniel@mchd-tx.org>

Subject: CentreLearn aka Target Solutions (elearning platform)

Donna-

I have sent you 3 files

1. TSC Client Agreement Rev O.pdf is this years new contract
2. Schedule a 22 Aug 2018 is the new fee schedule for the new contract
3. 2012 CentreLearn Contract with First Responders Added.pdf: This is our last contract which has been on auto renewal.

Thanks...

~Lee

Lee Gillum, MPH, Lic-P, EMS-CC

Education Supervisor

D: 936.523.1140

C: 979.324.2855

Montgomery County Hospital District

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 4.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

the rate set forth in
the Texas Prompt
Payment Act

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

AGREEMENT

between

CentreLearn Solutions, LLC ("CLS" or "Company")
73 East Forrest Avenue, Suite 140
Shrewsbury, PA, 17361
and

Montgomery County Hospital District ("Client")
1400 South Loop 336 West
Conroe, TX 77302

This Agreement ("Agreement") is made by and between the Company and Client identified above, and covers the licensed products and services checked below:

☐ Standard Version of the LMS
☒ Complete Version of LMS (if neither box is checked this Agreement is for the Standard Version)
☒ CentreLearn Educational Content ("Company Content")

The following attachments are part of this Agreement:

TERMS AND CONDITIONS

EXHIBIT A: Standard Version: Billable Services for Graphic Design and Instructional Technology Support


EXHIBIT B: Complete Version: Graphic Design and Instructional Technology Support Included in License Fee

ACKNOWLEDGEMENT

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND THAT THEY FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCLUDE THE TERMS AND CONDITIONS AND EXHIBITS THAT ARE ATTACHED HERETO AND MADE A PART HEREOF, AND THAT BY SIGNING BELOW THEY BECOME PARTIES TO, AND AGREE TO BE BOUND BY, THIS AGREEMENT.

The Effective Date of this Agreement shall be: October 1, 2012

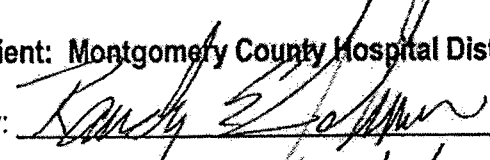
CentreLearn Solutions, LLC

By: 

Name: James N. Eastham, Jr., Sc.D

Title: Managing Member

Client: Montgomery County Hospital District

By: 

Name: Randy E. Johnson

Title: CEO

TERMS AND CONDITIONS

1. Definitions.

"Affiliate" means any entity that controls, is controlled by, or is under common control with, Client, or any entity with which Client has a legal obligation to provide that entity with access to the Licensed Products.

"Authorized Users" means Client and its Affiliates and their respective employees, staff and contractors who have registered to access the Licensed Products, regardless of multiple geographic locations, and who are otherwise authorized or entitled to use or access the Licensed Products.

"Basic Service Package" means the graphic and instructional design support and digital conversion and compression services Company provides to Client as further described in Exhibit A (if Client has purchased the Standard Version) or Exhibit B (if Client has purchased the Complete Version).

"Client Content" means Content furnished by Client for display or use on the Licensed Products.

"Company Content" means Content furnished by Company for display or use on the Licensed Products.

"Content" means any and all text, sounds, audio files, photos, graphics, artwork, templates, documents, instructional materials, courses, announcements, links, modules, data, logos, trademarks, service marks, copyrightable materials, and any other items of information (excluding User Information) as individual content items or when assembled into educational programs.

"Learning Management System" or "LMS" mean the latest released version of the CentreLearn Learning Management System, which is a software product borne on the internet and used by authorized users to access, distribute or manage information including but not limited to education courses and related materials all of which are stored therein in electronic format.

"Licensed Products" means the products and services checked off on the Signature Page of the Agreement including one or more of the following: the Standard or Complete Version of the LMS, including all updates and upgrades thereto; Content produced by CentreLearn (Company Content);

"USD" or "\$" means United States Dollars and defines the currency that shall be used by the parties in all financial transactions related to this Agreement.

"User Information" means the information and data furnished by Client and Authorized Users via the Licensed Products in response to questions posted on the Licensed Products, results for tests taken by Authorized Users on the Licensed Products, and any other personally identifiable information placed by an Authorized User on the Licensed Products.

"Website" means the Internet website designated by Company that provides the Licensed Content to Authorized Users.

2. License.

A. Subject to the terms and conditions of this Agreement, Company grants to Client a non-exclusive, non-transferable license for Client's Authorized Users to use, access, search, download, print and display the Licensed Products from the Website. Authorized Users may access the Licensed Products supplied on the LMS from any location with web browser internet access, by accessing the Website and providing the Authorized Users' assigned UserID and password.

B. Client shall not, and shall not allow any Affiliate, Authorized User or other third party to, (a) reverse engineer, decompile, or disassemble the Licensed Products, or (b) distribute the Licensed Products to any individual who is not a then-current Authorized User. Client shall be liable for any act or omission by an Affiliate or Authorized User that, if done by Client, would be a breach of this Agreement.

3. **Scope of Service.** Company shall provide Client with:

A. Access to the Licensed Products, and the Website, via the Internet 24 hours per day 365 days per year, excluding commercially reasonable downtime periods for maintenance.

B. Registration and management of passwords for Authorized Users.

C. All updates made generally available by Company.

D. Daily backup and storage of all Client Content and User Information stored on Company servers with onsite and offsite archiving for 7 days.

E. 24/7/365 live or call back via telephone and/or email, and/or incident report-feedback help desk.

F. The above items come with the Standard Version of the Licensed Products. If Client has purchased the Complete Version of the Licensed Products, Company shall also provide Client with

- One (1) day of onsite training if requested by Client. For such onsite training, Client will pay for training consulting time at a rate of One Hundred Twenty Five Dollars (\$125USD) per hour per trainer, economy class travel expenses for any trainer, and Client will be billed such amount separately.
- Scheduled access to the Company online web meeting tool that will support up to 24 simultaneous high bandwidth web connections from outside computers.

- Scheduled access to the Company online webinar tool that will support up to 1001 simultaneous high bandwidth web connections from outside computers.

- Instructional technology and design and support services for Client Content as described in Exhibit B.

4. Client Responsibilities.

A. Client is responsible for the day-to-day functional operation of all computers and networks used by Authorized Users to access the Licensed Products. Client must ensure that such computers and networks have the technical capacity, based on the specifications provided to Client by Company, to successfully access the world wide web and use the features associated with the Licensed Products including chat, bulletin board, web surfing, audio/video streaming and Java Script based applications. Client is responsible for all Internet access fees to connect such computers and networks to the Internet.

B. Client shall create educational program content for their Authorized Users to be processed by Company as described in Exhibit A (if Client has purchased the Standard Version) or Exhibit B (if Client has purchased the Complete Version).

5. Security and Safeguards.

A. Company shall use commercially reasonable best efforts to ensure that sufficient safeguards and security procedures are employed to ensure that there is no unauthorized access to Client's Content or User Information or the Website. Company further agrees to back up its servers daily including Client's Content and User Information and any other content stored on Company servers in accordance with generally accepted industry standards for use in restoring data in the event of a system failure and loss of on-line data, and Company shall maintain a backup copy of such backup for seven consecutive (7) days. Company will employ reasonable disaster recovery procedures in accordance with industry standards to minimize Client's interruption to use of the Licensed Products.

B. Notwithstanding anything in this Agreement to the contrary, access to Client's Content, customized view and any other Client information on the Licensed Products will be made available solely to Authorized Users through a user name and a user password supplied by Client and modifiable by the Company or Client's administrative personnel or the Authorized User. Upon prior notification of Client, Company may change the web site address used by Authorized Users to access the Licensed Products.

6. Warranties. Company warrants and represents that:

A. It owns or has licensed all rights in the Licensed Products granted to Client in this Agreement.

B. Client's use of the Licensed Products in accordance with this Agreement shall not infringe any third party patent, copyright, trademark or trade secret.

C. COMPANY DOES NOT, BY VIRTUE OF THIS AGREEMENT, OR BY ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

D. The Company shall maintain the currency of all continuing education credit hour approvals issued by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) for Company Content that the Company makes available to the Client as CECBEMS approved content.

7. Limitation of Liability.

A. Except as required to fulfill its obligation of indemnification under this Agreement or for any infringement of the other party's intellectual property rights, neither party shall be liable to the other for indirect, consequential, or incidental damages arising out of this Agreement, (including without limitation, damages for loss of operating revenue or profits, operations interruptions, loss of business or operations information and the like). This limitation of liability shall not apply to tangible property damage and damages arising from tortious conduct.

B. Client acknowledges that Client accepts all liability and to the extent allowed by law will hold Company harmless for any claim of malpractice or claims of personal injury or harm that may be attributable in any way to any content that either the Client or Company makes available to any Authorized User through the Licensed Products. Client acknowledges that they accept Company Content as is, and accepts full liability for the technical accuracy and utility of Company Content. Client acknowledges that Company has no responsibility to insure that Company Content or Client Content conforms to any medical, fire department, or other applicable protocols.

8. Ownership; Confidential Information.

A. The Licensed Products are protected by various U.S. and foreign intellectual property rights, including but not limited to copyrights. Company retains all rights to the Licensed Products and any intellectual property embodied therein other than those expressly licensed hereunder. Client will own all rights in the Client Content, and any modifications or enhancements thereto made by either party. Company will own all rights in the Licensed Products and the Company Content, and any modifications or enhancements thereto made by either party.

D. Each party expressly undertakes to retain in confidence, and to require its employees and consultants to retain in confidence, all Confidential Information of the other party and will make no use of such Confidential Information except pursuant to this Agreement. "Confidential Information" means the Licensed Products and all other information of either party that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, research and development plans, and information relating to the technology, business plans, marketing activities, finances and other business affairs of such party), transmitted by one party (the disclosing party) to the other party (the receiving party) and that has been identified as being proprietary and/or confidential or that by the nature of the circumstances surrounding the disclosure reasonably ought to be treated as proprietary and confidential. The receiving party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties. The receiving party will protect and maintain the confidentiality of all Confidential Information of the disclosing party with reasonable care. The receiving party will be liable to the disclosing party for any non-compliance by its agents or contractors to the same extent it would be liable for non-compliance by its employees. Confidential Information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party not under an obligation of confidentiality; (c) is independently developed by the receiving party; or (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality. If the receiving party becomes legally obligated to disclose Confidential Information by any governmental entity or judicial tribunal with jurisdiction over it, the receiving party will give the disclosing party prompt written notice sufficient to allow the disclosing party to seek a protective order or other appropriate remedy. The receiving party will disclose only such information as is legally required and will use its reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. Notwithstanding the foregoing, Company may use the Client's name and logo in connection with press releases or other marketing materials.

9. Fees and Payment Schedule.

A. Subject to annual budgeted appropriation by Client's governing board being made therefor in amounts sufficient to fulfill Client's payment obligations hereunder, Client agrees to pay Company an annual license fee for each authorized user of the LMS at the relevant rate defined below:

| | # Authorized Users* | Annual Rate per User |
|------------------------------|---------------------|----------------------|
| Complete LMS with Content | 500-1499 | \$39.95 |
| Complete LMS without Content | 10-1499 | \$19.95 |

*Client must maintain at all times and pay for the minimum number of Authorized Users defined below:

Standard LMS Ten (10) Authorized Users

Complete LMS Ten (10) Authorized Users. CentreLearn will produce up to 5 pieces of content at no additional charge.

B. License Fees cover all products and services provided by Company in this Agreement except where separate fees are noted. License fees are based on monthly periods that begin on the license start date and each monthly anniversary thereof; therefore, fees for users added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the license term. Fees for custom content support services as described in Exhibit A are One Hundred and Twenty Five Dollars (\$125USD) per production hour.

C. Upon execution of this Agreement by both parties, Company will bill Client for the entire license fee with payment due immediately upon Client's receipt of the Company invoice. Client will be billed when new users are added to the Authorized User base and payment shall be due within thirty (30) days of Client's receipt of the Company invoice. Payment of invoices for successive terms shall be due within thirty (30) days of Client's receipt of the Company invoice. Any amounts not paid when due shall accrue interest at 1% per month or the maximum amount allowed by law, whichever is less.

D. In the event that the Client inactivates or deletes an individual account during the course of this Agreement, the Client may transfer that account to another Authorized User at no additional charge. All Authorized User accounts will expire upon termination of this Agreement.

E. If Client is a member organization of the American Ambulance Association (AAA) and upon receipt of the full payment of the license fee from Client, CLS will rebate to the Client either the Client's annual AAA

membership fee or 10 percent of the total annual licensing fee CLS is paid by Client, whichever is less. This rebate payment is only applicable to license fees paid by Client to CLS for CLS products and services as listed on the cover page of this agreement and will continue throughout the course of the agreement as long as the Client maintains their membership with the American Ambulance Association.

10. **Term and Termination.** The initial term of this Agreement is one year from the Effective Date. This Agreement will automatically renew for successive renewal terms of one (1) year each unless one party has notified the other party in writing at least 10 business days prior to the end of the then current term of their intent to not renew this Agreement. Notwithstanding the foregoing, (a) either party may terminate this Agreement for any reason or no reason at all, upon giving thirty (30) days advanced written notice to the other party, and (b) either party may terminate this Agreement if the other party materially fails to comply with any provision of this Agreement, and does not cure such breach within fifteen (15) days after receiving written notice thereof. The parties' rights and obligations under this Agreement which by their nature are intended to continue beyond the termination of this Agreement shall survive such termination, including but not limited to Sections 1, 2B, 2C, 6, 7, 8, 9C, 11 and 12. In the event this Agreement is terminated, Company shall promptly refund to the Client a pro rata portion of all fees actually paid by Client for any remaining period for which such fee applies, calculated from the effective date of the termination to the end of the period for which Client has paid for. A fifteen (15) percent early termination fee shall apply to the total refundable amount in the event this agreement is terminated without cause by Client.

11. **Force Majeure.** Neither party shall be liable to the other party for the non-performance of its obligations under this Agreement for a maximum period of thirty (30) days if such non-performance is caused by acts of civil or military authority, civil disturbance, war, fires or other acts of God ("force majeure event"). The party so affected shall give notice to the other party and shall do everything reasonably possible to resume performance. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the force majeure event, the party whose ability to perform has not been so affected may terminate this Agreement upon written notice.

12. **General.** This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except the rights and obligations of either party may be assigned to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of such party. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. The waiver of any right provided for in this Agreement shall be in writing, signed by the waiving party, and any such waiver shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in it. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees. Each party is an independent contractor. Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, employer, or employee of the other party. This Agreement is the sole and exclusive agreement between the parties with regard to the subject matter contained in this Agreement, and supersedes and cancels any and all prior or contemporaneous explanatory or specification documents or agreements, whether written or oral, with regard to such subject matter. Any additional or different terms proposed by Client (whether in any purchase order, acknowledgment or other document now or subsequently submitted by Client) are rejected by Company and will be of no effect. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement shall not be amended or modified except in a written document signed by the authorized representatives of both parties. This Agreement may be executed in counterparts, and the parties agree that a facsimile copy or photocopy of this Agreement shall be given full force and effect as the original for all purposes.

EXHIBIT A

Standard Version: Billable Services for Graphic Design and Instructional Technology Support

FLASH MULTIMEDIA PROCESSING

CLS builds the Client's custom multimedia presentations from PowerPoint slides and recorded audio provided to CLS by the Client. Multimedia presentations will be built using Adobe / Macromedia Flash using Articulate Presenter or other PowerPoint to Flash conversion tools. The Client may request that a multimedia presentation be created in another format but CLS shall not be obligated to use the requested format if it does not have the capability to deliver content in the requested format. PowerPoint slide sets must be delivered in ready to convert form and the Client is responsible to deliver slides with text or graphic images that properly correlate to the audio presentation. Client recognizes that the final quality of a presentation is dependent upon the quality of the materials given to CLS by the Client. For best results the Client should request and follow CLS guidelines and advice on the use of colors, animation behaviors, graphics, fonts, photographs and other media to insure the high quality online multimedia presentations. Any editing of Client's content performed by CLS is limited to a final check and minor editing of errors in color usage, font size, background patterns, and graphic images. By submitting slides to CLS, Client agrees to accept our reasonable and necessary edits. CLS will return the slides if, in our opinion, the problems are serious enough to require the attention of the Client to resolve. Examples include missing information that is referenced in the audio portion of the presentation or extensive use of font sizes, colors and/or layout that are confusing or difficult to read when displayed in the Licensed Products and which would require major revisions of the slide set. If the Client declines a recommendation to repair or replace slides prior to multimedia presentation processing, any further processing requested by Client of the presentation after posting to the LMS may be billable at CLS's discretion and after seeking Client's permission to proceed.

Full Motion Video Processing

The Client may also submit VHS or DVD video presentations for conversion into Windows Media Player or Adobe/Macromedia Flash movies. If requested, CLS will return original materials to Client upon posting of compressed digital copies to the Licensed Products. Movies will always be made to conform to the latest version of the player intended for their delivery. Client recognizes that full motion video streaming results are best viewed on high bandwidth internet connections. Dial-up modem users will typically experience unsatisfactory viewing of full motion video streaming materials.

AUDIO RECORDING

Audio files may be delivered to CLS on cassette tapes, CD-Rom, DVD, videotape, or sent directly to CLS over the Internet. Audio files must be delivered in final edit form. CLS's editing is limited to removal or reduction of noise artifacts, changes in volume levels, deletion of false starts and mistakes where a retake is recorded immediately after the error or false start, or Client must document the approximate location of retakes if they do not immediately follow the error. CLS will also apply patches provided to CLS in the event of an audio problem that cannot be edited by CLS such as background noises or gaps caused by technical problems during recording by Client. Client recognizes that use of proper audio recording equipment including appropriate microphones is essential for recording quality audio. Upon initial review of an audio file, CLS will notify Client if the quality of the audio is poor enough to warrant replacement. Poor quality audio is defined as audio with excessive noise, static, hiss, gaps, or slide-show audio sequencing problems, which cannot be resolved with our editing resources. If Client chooses to post poor quality audio, after being notified by CLS of the poor audio quality, any subsequent editing and posting of replacement audio may be billable at CLS's discretion.

Copyrighted Material

CLS will not process any content that it believes may be under copyright from a third party without written permission from the copyright owner, which it is the Client's responsibility to obtain and deliver to CLS.

OTHER SERVICES

The following posting services to the Licensed Products are also included in the Basic Service Package:

CLS will post digital files, including slide presentations, word processing documents, spreadsheets, Adobe PDF files, voice recordings as defined above (see Audio Recording Processing), scanned documents, or graphic images. CLS will also enter questions into test/assessment question pools or surveys. Client must submit the questions in a word processing format in the exact format they are to appear in the test, assessment, or survey. Correct answers and automated feedback to a correct or incorrect test/assessment answer must be placed with each question and not on a separate document or separate section of the test questions sent to CLS. CLS will scan and convert into Adobe PDF format any documents that are faxed or mailed to CLS. All documents must be received by CLS in ready to scan/convert condition.

CONTENT STORAGE LIMITATIONS.

The maximum storage capacity for all content and record keeping is 20 gigabytes. Additional storage is available in 50 Gigabyte blocks for a onetime fee of One Thousand Dollars (\$1000USD) per block.

Custom Content Production Fees

Unless specified otherwise, the rate for all services described above in this exhibit is One Hundred Twenty-Five (\$125USD) per technician hour. Custom content production services not specified above may be available for reasonable fees. CLS will modify without charge any error in a presentation that is due to CLS's error in transferring of covered video or audio files and PowerPoint slides. (For example – missing slides or text, or misspelled words, where there was no error on the materials provided by Client.)

EXHIBIT B

Complete Version: Graphic Design and Instructional Technology Support Included in License Fee

FLASH MULTIMEDIA PROCESSING

CLS builds the Client's custom multimedia presentations from PowerPoint slides and recorded audio provided to CLS by the Client. Multimedia presentations will be built using Adobe / Macromedia Flash using Articulate Presenter or other PowerPoint to Flash conversion tools. The Client may request that a multimedia presentation be created in another format but CLS shall not be obligated to use the requested format if it does not have the capability to deliver content in the requested format. PowerPoint slide sets must be delivered in ready to convert form and the Client is responsible to deliver slides with text or graphic images that properly correlate to the audio presentation. Client recognizes that the final quality of a presentation is dependent upon the quality of the materials given to CLS by the Client. For best results the Client should request and follow CLS guidelines and advice on the use of colors, animation behaviors, graphics, fonts, photographs and other media to insure the high quality online multimedia presentations. Any editing of Client's content performed by CLS is limited to a final check and minor editing of errors in color usage, font size, background patterns, and graphic images. By submitting slides to CLS, Client agrees to accept our reasonable and necessary edits. CLS will return the slides if, in our opinion, the problems are serious enough to require the attention of the Client to resolve. Examples include missing information that is referenced in the audio portion of the presentation or extensive use of font sizes, colors and/or layout that are confusing or difficult to read when displayed in the Licensed Products and which would require major revisions of the slide set. If the Client declines a recommendation to repair or replace slides prior to multimedia presentation processing, any further processing requested by Client of the presentation after posting to the LMS may be billable at CLS's discretion and after seeking Client's permission to proceed.

Full Motion Video Processing

The Client may also submit VHS or DVD video presentations for conversion into Windows Media Player or Adobe/Macromedia Flash movies. If requested, CLS will return original materials to Client upon posting of compressed digital copies to Client's Licensed Products. Movies will always be made to conform to the latest version of the player intended for their delivery. Client recognizes that full motion video streaming results are best viewed on high bandwidth internet connections. Dial-up modem users will typically experience unsatisfactory viewing of full motion video streaming materials.

AUDIO RECORDING

Audio files may be delivered to CLS on cassette tapes, CD-Rom, DVD, videotape, or sent directly to CLS over the Internet. Audio files must be delivered in final edit form. CLS's editing is limited to removal or reduction of noise artifacts, changes in volume levels, deletion of false starts and mistakes where a retake is recorded immediately after the error or false start, or Client must document the approximate location of retakes if they do not immediately follow the error. CLS will also apply patches provided to CLS in the event of an audio problem that cannot be edited by CLS such as background noises or gaps caused by technical problems during recording by Client. Client recognizes that use of proper audio recording equipment including appropriate microphones is essential for recording quality audio. Upon initial review of an audio file, CLS will notify Client if the quality of the audio is poor enough to warrant replacement. Poor quality audio is defined as audio with excessive noise, static, hiss, gaps, or slide-show audio sequencing problems, which cannot be resolved with our editing resources. If Client chooses to post poor quality audio, after being notified by CLS of the poor audio quality, any subsequent editing and posting of replacement audio may be billable at CLS's discretion.

Copyrighted Material

CLS will not process any content that it believes may be under copyright from a third party without written permission from the copyright owner, which it is the Client's responsibility to obtain and deliver to CLS.

OTHER SERVICES

The following posting services to the Licensed Products are also included in the Basic Service Package:

CLS will post digital files, including slide presentations, word processing documents, spreadsheets, Adobe PDF files, voice recordings as defined above (see Audio Recording Processing), scanned documents, or graphic images. CLS will also enter questions into test/assessment question pools or surveys. Client must submit the questions in a word processing format in the exact format they are to appear in the test, assessment, or survey. Correct answers and automated feedback to a correct or incorrect test/assessment answer must be placed with each question and not on a separate document or separate section of the test questions sent to CLS. CLS will scan and convert into Adobe PDF format any documents that are faxed or mailed to CLS. All documents must be received by CLS in ready to scan/convert condition.

CONTENT STORAGE LIMITATIONS.

The maximum storage capacity for all content and record keeping of is 50 gigabytes. Additional storage is available in 50 Gigabyte blocks for a onetime fee of One Thousand Dollars (\$1000USD) per block.

WEB CONFERENCE WEB MEETING TOOL

Client may schedule internet meetings and webinars through the Licensed Products. Each internet meeting session may last up to two (2) hours in length. No more than twenty five (25) active connections are permitted to the web meeting server during any individual meeting. Each webinar may last up to two (2) hours in length. No more than one thousand (1000) active connections are permitted to the webinar server during any individual webinar. All web meetings and webinars should be scheduled at least three business days in advance. Access to the CLS conferencing tools is on a first come first serve basis among all of our clients, therefore, CLS cannot guarantee that the requested time will be available. Successful web meetings and webinars requires that all participants have high speed access to the internet and use a Windows 2000 or later or Apple 10.X or later OS and computer running at least an 800 MHz processor. CLS is not responsible for setting up Web meeting or webinar equipment or training participants on how to use the web conferencing system, however we do provide training for Clients administrators on how to use the conferencing tool in the Licensed Products. CLS personnel will be available to assist the client with running any web meeting or webinar session. Client must notify CLS at least seventy two (72) hours prior to the scheduled web meeting or webinar. Client's who fail to notify CLS of a cancellation will be billed a Seventy-Five Dollar (\$75USD) late cancellation fee. Unscheduled web conferences are not permitted. Web meetings and webinars require participants to dial into a conference call telephone bridge or use a built in voice over internet protocol that requires the user to have a microphone and earphones attached to their computer for voice communication. CLS will provide a toll call telephone bridge at no charge to any of the Clients Authorized Users. Toll free conference calling is available and Client will be solely responsible to pay all charges for this service. The rate for toll free service which is provided by a third party is available upon request.

Custom Content Production Fees

CentreLearn will produce up to 5 pieces of content at no additional charge. Custom content production services not specified above may be available for One Hundred Twenty Five Dollars (\$125USD) per production hour. CLS will modify without charge any error in a presentation that is due to CLS's error in transferring of covered video or audio files and PowerPoint slides. (For example - missing slides or text, or misspelled words, where there was no error on the materials provided by Client.)

TRAINING SERVICES:

Company shall provide Client with onsite training if requested by Client. For such onsite training, Client will pay for training consulting time at a rate of One Hundred Twenty-Five Dollars (\$125USD) per hour per trainer, economy class travel expenses for any trainer, and Client will be billed such amount separately.

QUOTE CONFIRMATION



DEAR CALVIN HON,

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

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------------|------------|-------------|
| KBFS916 | 8/23/2018 | 2018 SMARTNET RENEWAL | 6410532 | \$29,910.47 |

IMPORTANT - PLEASE READ

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

QUOTE DETAILS

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|-----|---------|-------------|-------------|
| Cisco SMARTnet service agreement Mfg. Part#: CON-SNT-1-50K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: CONROE, TX .0000% \$.00 Contract: Texas Cisco DIR TSO 4167 (DIR-TSO-4167) | 1 | 1504550 | \$23,790.47 | \$23,790.47 |
| Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNTP-1-10K UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: CONROE, TX .0000% \$.00 Contract: Texas Cisco DIR TSO 4167 (DIR-TSO-4167) | 1 | 1504561 | \$6,120.00 | \$6,120.00 |

| PURCHASER BILLING INFO | | SUBTOTAL | \$29,910.47 |
|--|--|-------------|-------------|
| Billing Address: MONTGOMERY COUNTY HOSPITAL DIST ACCOUNTS PAYABL PO BOX 478 CONROE, TX 77305-0478 Phone: (936) 523-1114 Payment Terms: Net 30 Days-Healthcare | | SHIPPING | \$0.00 |
| | | SALES TAX | \$0.00 |
| | | GRAND TOTAL | \$29,910.47 |
| | DELIVER TO Shipping Address: MONTGOMERY COUNTY HOSPITAL DISTRICT RECEIVING 1300 S LOOP 336 W CONROE, TX 77304-3316 Phone: (936) 523-1120 Shipping Method: ELECTRONIC DISTRIBUTION | | |
| Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | | | |

Need Assistance? CDW•G SALES CONTACT INFORMATION



Kevin Nissen

(877) 325-2419

kevinis@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

**SMARTnet RENEWAL QUOTE FOR MONTGOMERY COUNTY HOSPITAL DIST
EFFECTIVE COVERAGE CO-TERMED THROUGH AUGUST 31, 2019**



CDW
Account Manager: Kevin Nisse
120 S Riverside
Chicago, IL 60606
(312) 705-6247 phone

Please Note: This Quote is valid until September 23, 2018
Quotes Generated On: August 21, 2018

CDW Proprietary and Confidential

| Contract Type | Contract Number | Quote Number | Service Description | Discounted Cost |
|---------------|-----------------|--------------|-----------------------|-----------------|
| SNT | New | 351203193 | 8x5xNext Business Day | \$ 23,790.47 |
| SNTP | 92635735 | 351203193 | Premium 24x7x4 | \$ 6,120.00 |

Total:

| |
|--------------|
| \$ 29,910.47 |
|--------------|

Multiple contracts will be consolidated upon processing of PO

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply:

<http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.

SMARTnet RENEWAL QUOTE FOR MONTGOMERY
EFFECTIVE COVERAGE CO-TERMED THROUGH 12/31/2019

Quote Number: 351203193
Contract Number: New
8x5xNext Business Day (SNT)

Serial Number Required Prior to Ordering

| Site ID# | Current Quote | Current Contract | Location | Line Number | Item Name | Description | Serial Number | Begin Date | End Date | Discounted Cost |
|-----------|---------------|------------------|------------|-------------|--------------------|---|---------------|------------|-----------|-----------------|
| 407707049 | 351203193 | 92635688 | CONROE, TX | 2.1 | WS-C3750X-24S-E | Catalyst 3750X 24 Port GE SFP IP Service | FDO1717Z12N | 1-Sep-18 | 31-Aug-19 | \$ 1,900.00 |
| 407707049 | 351203193 | 92635688 | CONROE, TX | 3.1 | WS-C3750X-24S-E | Catalyst 3750X 24 Port GE SFP IP Service | FDO1717Z13B | 1-Sep-18 | 31-Aug-19 | \$ 1,900.00 |
| 403661835 | 351203193 | 92635688 | CONROE, TX | 12.1 | ASA5505-BUN-K9 | ^ASA 5505 Appliance with SW, 10 Users, 8 ports, 3DES/AE | JMX1114Z0PR | 1-Sep-18 | 31-Aug-19 | \$ 71.00 |
| 403661835 | 351203193 | 92635688 | CONROE, TX | 13.1 | ASA5505-BUN-K9 | ^ASA 5505 Appliance with SW, 10 Users, 8 ports, 3DES/AE | JMX1114Z0QB | 1-Sep-18 | 31-Aug-19 | \$ 71.00 |
| 403661835 | 351203193 | 92635688 | CONROE, TX | 14.1 | ASA5505-BUN-K9 | ^ASA 5505 Appliance with SW, 10 Users, 8 ports, 3DES/AE | JMX1115Z0A0 | 1-Sep-18 | 31-Aug-19 | \$ 71.00 |
| 403661835 | 351203193 | 92635688 | CONROE, TX | 20.1 | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Bas | FDO1426P23F | 1-Sep-18 | 31-Aug-19 | \$ 1,063.00 |
| 403661835 | 351203193 | 92635688 | CONROE, TX | 21.1 | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Bas | FDO1430P21K | 1-Sep-18 | 31-Aug-19 | \$ 1,063.00 |
| 407707049 | 351203193 | 92635688 | CONROE, TX | 30.1 | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Bas | FDO1540V0TQ | 1-Sep-18 | 31-Aug-19 | \$ 1,063.00 |
| 401495983 | 351203193 | 92635688 | CONROE, TX | 32.1 | WS-C3560X-48P-S | Catalyst 3560X 48 Port PoE IP Bas | FDO1623Z10D | 1-Sep-18 | 31-Aug-19 | \$ 683.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 1.1 | WS-C3750X-48T-S-WS | Catalyst 3750X 48 Port Data IP Base REFURBISHEI | FDO1612R0NM | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 4.1 | CISCO2911/K9 | Cisco 2911 w/3 GE,4 EHWIC,2 DSP,1 SM,256MB CF,512MB DRAM,IP | FTX1801AJ7G | 1-Sep-18 | 31-Aug-19 | \$ 520.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 5.1 | CISCO2911/K9 | Cisco 2911 w/3 GE,4 EHWIC,2 DSP,1 SM,256MB CF,512MB DRAM,IP | FTX1801AJ8T | 1-Sep-18 | 31-Aug-19 | \$ 520.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 6.1 | AIR-CAP1702I-A-K9 | 802.11ac CAP, 3x3:2SS, Int Ant, A Reg Domai | FGL1909X2FZ | 1-Sep-18 | 31-Aug-19 | \$ 32.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 11.1 | ASR1001-X= | Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAI | FXS2022Q41U | 1-Sep-18 | 31-Aug-19 | \$ 1,178.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 15.1 | WS-C3750X-24T-S-WS | Catalyst 3750X 24 Port Data IP Base REFURBISHEI | FDO1621Z1H2 | 1-Sep-18 | 31-Aug-19 | \$ 493.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 16.1 | ASR1001-X= | Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAI | FXS2112Q1AA | 1-Sep-18 | 31-Aug-19 | \$ 1,178.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 17.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1421P15L | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 18.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1421P13R | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 19.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1425P1CF | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 23.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1444Z0DL | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 26.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1450P0XG | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 28.1 | DS-C9148-16P-K9 | ^MDS 9148 base with 16 active port | AMS15050481 | 1-Sep-18 | 31-Aug-19 | \$ 470.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 29.1 | DS-C9148-16P-K9 | ^MDS 9148 base with 16 active port | AMS1516042C | 1-Sep-18 | 31-Aug-19 | \$ 470.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 31.1 | AIR-CT5508-100-K9 | Cisco 5508 Series Wireless Controller for up to 100 Af | FCW1551L0EV | 1-Sep-18 | 31-Aug-19 | \$ 5,719.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 33.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1624V1CN | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | 92635735 | CONROE, TX | 34.1 | WS-C3750X-48T-S | Catalyst 3750X 48 Port Data IP Bas | FDO1624R27Y | 1-Sep-18 | 31-Aug-19 | \$ 873.00 |
| 401495983 | 351203193 | New | CONROE, TX | 7.1 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1906NKAS | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.1 | AIR-CAP2702I-AK91C | 802.11ac CAP 10APs w/CleanAir, 3x4:3SS, Int Ant, A Doma | | 21-Aug-18 | 31-Aug-19 | \$ - |
| 401495983 | 351203193 | New | CONROE, TX | 8.2 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904NBCC | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.3 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904N522 | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.4 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1902NUC4 | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.5 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904NRDQ | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.6 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1903NKGX | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.7 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904NRCW | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.8 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904N58C | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.9 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904NBF7 | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.10 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1903NKGY | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 8.11 | AIR-CAP2702I-ABULK | BOM Level AP2700i Bulk PID for A reg domain | FCW1904NFFT | 21-Aug-18 | 31-Aug-19 | \$ 51.51 |
| 401495983 | 351203193 | New | CONROE, TX | 9.1 | ASA5506-SEC-BUN-K9 | ASA 5506 with FirePOWER services and Sec Plus licens | JMX1935Z0KG | 21-Aug-18 | 31-Aug-19 | \$ 209.12 |
| 401495983 | 351203193 | New | CONROE, TX | 10.1 | ASA5506-SEC-BUN-K9 | ASA 5506 with FirePOWER services and Sec Plus license | JMX2007Z0H9 | 21-Aug-18 | 31-Aug-19 | \$ 209.12 |

Total: \$ 23,790.47

Site ID# Site Name Address
401495983 MONTGOMERY 200 RIVER POINTE DR STE
403661835 MONTGOMERY 301 GEORGE STRAKE
407707049 MONTGOMERY 1400 S LOOP 336 W,

SMARTnet RENEWAL QUOTE FOR MONTGOMERY COUNTY HOSPITAL DIST
EFFECTIVE COVERAGE CO-TERMED THROUGH AUGUST 31, 2019

Quote Number: 351203193
Contract Number: 92635735
Premium 24x7x4 (SNTP)

| Site ID# | Location | Item Name | Description | Serial Number | Begin Date | End Date | Discounted Cost |
|-----------|----------|------------------|---|---------------|------------|-----------|-----------------|
| 401495983 | CONROE, | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Base | FDO1436K14B | 1-Sep-18 | 31-Aug-19 | \$ 1,700.00 |
| 401495983 | CONROE, | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Base | FDO1449R080 | 1-Sep-18 | 31-Aug-19 | \$ 1,700.00 |
| 401495983 | CONROE, | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Base | FDO1449R0R2 | 1-Sep-18 | 31-Aug-19 | \$ 1,700.00 |
| 401495983 | TX | WS-C3750X-48PF-S | Catalyst 3750X 48 Port Full PoE IP Base | FDO1502Z07K | 1-Sep-18 | 31-Aug-19 | \$ 1,700.00 |

Total: **\$ 6,120.00**

| | | |
|-----------------|-------------------|--|
| <u>Site ID#</u> | <u>Site Name</u> | <u>Address</u> |
| 401495983 | MONTGOMERY COUNTY | 200 RIVER POINTE DR STE 200, CONROE, TX, 77304 |

For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

QUOTE CONFIRMATION



DEAR CALVIN HON,

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

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| JZSG467 | 8/13/2018 | DL380 G10 | 6410532 | \$30,764.43 |

| QUOTE DETAILS | | | | |
|---|-----|---------|------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| HPE ProLiant DL380 Gen10 - rack-mountable - Xeon Gold 5115 2.4 GHz - 16 GB Mfg. Part#: 875761-S01 UNSPSC: 43211501 Texas DIR DIR-TSO-3359 Contract: MARKET | 2 | 4708401 | \$3,057.11 | \$6,114.22 |
| Intel Xeon Gold 5115 / 2.4 GHz processor Mfg. Part#: 876562-B21 UNSPSC: 43201503 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 2 | 4761585 | \$1,406.91 | \$2,813.82 |
| HPE SmartMemory - DDR4 - 16 GB - DIMM 288-pin Mfg. Part#: 835955-B21 UNSPSC: 32101602 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 30 | 4708375 | \$395.00 | \$11,850.00 |
| HPE - storage drive cage - SATA 6Gb/s / SAS 12Gb/s / PCIe Mfg. Part#: 826708-B21 UNSPSC: 43201609 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 2 | 4753244 | \$89.01 | \$178.02 |
| HPE Enterprise - hard drive - 300 GB - SAS 12Gb/s Mfg. Part#: 870753-B21 UNSPSC: 43201803 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 6 | 4503467 | \$399.51 | \$2,397.06 |
| HPE StoreFabric SN1100Q 16Gb Dual Port - host bus adapter Mfg. Part#: P9D94A UNSPSC: 43201404 Texas DIR DIR-TSO-3359 Contract: MARKET | 2 | 4082527 | \$1,467.17 | \$2,934.34 |
| HPE - power supply - hot-plug / redundant - 500 Watt - 563 VA Mfg. Part#: 865408-B21 UNSPSC: 39121004 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 1 | 4708383 | \$213.21 | \$213.21 |
| HPE High Performance Fan Kit - system fan kit Mfg. Part#: 867810-B21 UNSPSC: 40101604 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | 2 | 4739618 | \$164.91 | \$329.82 |

QUOTE DETAILS (CONT.)

| | | | | |
|--|---|---------|------------|------------|
| HPE Integrated Lights-Out Advanced Premium Security - flexible license + 3 | 2 | 4751129 | \$350.45 | \$700.90 |
| Mfg. Part#: Q7E34AAE UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | | | | |
| HPE Foundation Care 24x7 Service - extended service agreement - 3 years - o | 2 | 4748270 | \$1,616.52 | \$3,233.04 |
| Mfg. Part#: H8QP7E UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359) | | | | |

| PURCHASER BILLING INFO | | SUBTOTAL | \$30,764.43 |
|--|--|---|-------------|
| Billing Address: MONTGOMERY COUNTY HOSPITAL DIST ACCOUNTS PAYABL PO BOX 478 CONROE, TX 77305-0478 Phone: (936) 523-1114 Payment Terms: Net 30 Days-Healthcare | | SHIPPING | \$0.00 |
| | | SALES TAX | \$0.00 |
| | | GRAND TOTAL | \$30,764.43 |
| | | | |
| DELIVER TO | | Please remit payments to: | |
| Shipping Address: MONTGOMERY COUNTY HOSPITAL DISTRICT RECEIVING 1300 S LOOP 336 W CONROE, TX 77304-3316 Phone: (936) 523-1120 Shipping Method: FEDEX Ground | | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

Need Assistance? CDW•G SALES CONTACT INFORMATION


Kevin Nissen

(877) 325-2419

kevinis@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Agenda Item # 25



We Make a Difference!

To: Board of Directors

From: Melissa Miller, COO

Date: August 28th, 2018

Re: **Janitorial RFP No. FY2018-016-02**

Consider and act on the Janitorial Services Proposal RFP No. FY2018-016-02

MCHD Posted a Request for Proposal for Janitorial Services. We received six responses. The responses were evaluated based on Price (40%), Compliance (30%) and References (30%). Please see the evaluation scoring summary below.

| Scoring Summary | | | | | | |
|--------------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Category | Points | | | | | |
| | Lim | Bonds | Rustic | Gracies | M & R's | Metro |
| | Services | Janitorial | Elite | Comm. | Elite | Clean |
| Pricing | 0.800 | 2.000 | 1.200 | 1.200 | 1.600 | 0.400 |
| Compliance | 1.500 | 1.500 | 1.250 | 1.250 | 1.500 | 1.500 |
| Project References | 0.500 | 1.475 | 0.825 | 1.000 | 0.000 | 0.950 |
| Total | 2.800 | 4.975 | 3.275 | 3.450 | 3.100 | 2.850 |
| Total Bid Price | \$190,430.61 | \$ 90,145.16 | \$ 158,957.60 | \$158,957.60 | \$149,410.53 | \$ 220,150.36 |

Based on scoring we recommend the contract be awarded to Bonds Janitorial with an annual cost of \$90,145.24

Fiscal Impact:

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------|
| Yes | No | N/A | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Budgeted item? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Within budget? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Renewal contract? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special request? |

FOURTH AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Fourth Amendment to the Administrative Services Agreement ("FOURTH AMENDMENT") is between BOON-CHAPMAN BENEFIT ADMINISTRATORS, INC. ("TPA"), and MONTGOMERY COUNTY HOSPITAL DISTRICT (the "Plan Sponsor" and/or "Plan Administrator" or "MCHD"), and amends the prior Administrative Services Agreement, FIRST, SECOND and THIRD AMENDMENTS to Administrative Services Agreement between the parties in the following respects:

1. Section 3 of the Administrative Services Agreement is amended to provide as follows:

3. **TERM**

The initial term of this Agreement shall begin on April 1, 2018 (the "Effective Date") and end at 5:00 p.m. CST on March 31, 2023, unless sooner terminated as provided in Sections 6 or 23. Thereafter, this Agreement shall be automatically renewed for a one-year period unless terminated as provided in sections 6 or 23 of this Agreement.

2. Fee Exhibit "C" for Claims Administration is replaced in its entirety with the attached Fee Exhibit "C" – Claims Administration.
 3. Fee Exhibit "E" for Managed Care Services is replaced in its entirety with the attached Fee Exhibit "E" – Managed Care Services.
 4. TPA and MCHD agree that MCHD may elect to discontinue one or more services provided by TPA under this Agreement. Should MCHD elect to do so, it will provide written notice of such election to TPA at least sixty (60) days prior to each renewal period during the Term. TPA shall discontinue those services for which MCHD has elected not to continue on the first day of the renewal term following receipt of notice. TPA shall continue to provide the remainder of the contracted services contemplated under this Agreement.
 5. Except as amended by this FOURTH AMENDMENT, and as amended by a prior FIRST, SECOND AND THIRD AMENDMENT, the remaining terms and provisions of the Administrative Services Agreement shall remain in full force and effect.
 6. This FOURTH AMENDMENT is effective as of April 1, 2018, regardless of when executed by the signatories hereto. This FOURTH AMENDMENT may be executed in multiple counterparts each of which shall be considered as an original.

MONTGOMERY COUNTY HOSPITAL
DISTRICT
(Plan Sponsor/Plan Administrator)

1400 S. Loop 336 West
Conroe, Texas 77204

Signature: _____

Name: Randy Johnson

Title: Chief Executive Officer

Date: 9/3/2018

BOON-CHAPMAN BENEFIT ADMINISTRATORS,
INC.
(TPA)

9401 Amberglen Blvd, Bldg I, Suite 100
Austin, Texas 78729

Signature: _____

Name: Stacey R. Minton

Title: Vice President, Account Management

Date: 9/14/18

FEE EXHIBIT C CLAIMS ADMINISTRATION

The fees payable by MCHD to TPA for the services rendered under the Agreement to which this Fee Exhibit is attached shall be those described below. TPA shall be obligated to perform only those services described on the Services Exhibit for which a fee is provided below. In calculating the fees based on the number of Actual Clients, "Actual client" is defined as any HCAP client who has been screened and is actively enrolled and eligible for benefits during the month being billed. This actual number will be recalculated on a retrospective basis in subsequent months.¹

1. AMOUNT OF FEE

a. *Base Monthly Fee for Claims Administration of the HCAP*

\$14.25 per claim² administered for Actual Clients for the first and second year of this agreement.

\$14.50 per claim² administered for Actual Clients for the third, fourth and fifth year of this agreement.

b. *Fee for Subrogation Services*

TPA shall identify for MCHD subrogation (claims coordination/Medicaid) opportunities. Subrogation services will be provided by MCHD except as directed otherwise by MCHD. TPA shall be paid at the rate below when requested to provide subrogation services.

Subrogation recovery services will be 25 % of recovery.

c. *Fee for Processing of Run-Off Claims*

For processing claims after the Agreement's termination date ("Run-Off Claims"), the monthly fee paid to TPA for processing Run-Off Claims will be calculated at Base Monthly Fee for Claims Administration that is in effect at the time of termination multiplied by the number of Run-Off Claims administered by TPA.

d. *Fee for Processing of Run-In Claims*

For processing claims incurred prior to August 1, 2006, TPA will waive all fees for claims administration for those Client months where claims were incurred for a particular Client.

e. *Increase in Non-Controllable Costs*

Increases in the rate of any non-controllable cost (as hereafter defined) beyond that in effect as of the date of this Agreement or its most recent renewal shall be borne by the Plan. "Non-controllable cost" means any expense TPA incurs which is directly attributable to TPA's

¹ For example, if there are 700 enrolled clients on September 1 when the September bill is generated the actual client count would be 700. Assume 20 clients are retroactively enrolled during September with an enrolled date of September 1. Further assume the number enrolled on October 1 is 730 when the October bill is generated. The actual clients billed for October would be 750 (the 730 enrolled on October 1 plus the 20 that should have been billed for September but were not).

² If the Administrator receives a HCFA or a UB and pays it, pends it or denies it, it counts as a claim. Each claim will only be counted once. If a claim is pended and later denied or paid, it does not count as a second claim. If a claim is reconsidered or adjusted for any reason, it will not be counted as an additional claim.

performance under this Agreement and which is beyond the reasonable control of TPA, e.g., postage rates.

f. *Printing Charges*

The actual printing costs for standard paper I.D. cards and Plan Documents will be the responsibility of Plan Sponsor. Network Directories will be the responsibility of the Plan Sponsor. TPA shall maintain a current list of providers in electronic format and shall provide to Plan Sponsor upon request.

g. *Rx Administration Monthly Fee*

\$ 0.00 per Actual Client per month.**

2. PAYMENT OF FEES

Plan Sponsor/Plan Administrator agrees to make payment to TPA upon receipt of a monthly invoice from TPA. For purposes of administrative convenience, the parties agree such invoiced amount will be calculated at an average of the prior three months claims volume, regardless of the actual number of claims processed by TPA. Within thirty (30) days of the end of each calendar quarter during the term of this Agreement, TPA shall reconcile the amounts invoiced representing the average number of claims processed in the preceding three months to the actual number of claims processed, and TPA shall share such reconciliation with Plan Sponsor/Plan Administrator for purposes of calculating "true up" payments or credits owed by or due to Plan Sponsor/Plan Administrator. Any "true up" balances owed by Plan Sponsor/Plan Administrator shall be paid as set forth below. Any credits owed to Plan Sponsor/Plan Administrator will be credited against the following month's payment to TPA and shall be reflected on TPA's invoice to Plan Sponsor/Plan Administrator.

All undisputed monthly fees provided for above shall be payable within forty-five (45) days of invoicing. Monthly fees are based upon the number of Actual Clients at the time each month's invoice is created. Interest shall accrue on the amount of undisputed past-due fees at the annual rate of twelve (12%) percent (one (1%) percent per month) or the maximum rate allowed by law, whichever is less.

* Not Applicable

** No Charge

FEE EXHIBIT E MANAGED CARE SERVICES

The fees payable by MCHD to TPA for the services rendered under the Agreement to which this Fee Exhibit is attached shall be those described below. TPA shall be obligated to perform only those services described on the Services Exhibit for which a fee is provided below.

1. SERVICES AND FEES

a. *Set-Up Fees*

\$ n/a *

b. *Medical/Surgical Utilization Review Monthly Fee as outlined in Exhibit "D"*

\$ 6.00 per Actual Client per month

c. *Case Management*

\$ 125.00 (for defined Large Case Management outlined in Exhibit "D").

d. *Standard Provisions and claims appeal review as outlined in Exhibit "D"*

\$ n/a.

e. *Plan Management Services Pricing Matrix*

Base Rate: \$ 2.00 per Actual Client.

TPA will provide claims administration system access and training to Plan Sponsor/Plan Administrator at no additional charge.

Plan Sponsor Report/Function Responsibilities

Claims Turnaround Time

Pending Report

Denial Report

Provider Specialty Lookup

Claims by Provider

Ongoing \$60K Report

\$30,000/\$60,000 Report

Monthly Co-Payment Report

TMF Reporting (inpatient, clinic, and ER)

Press Ganey Reporting (inpatient, clinic)

Individual Claim History

Monthly State Report – State Form 105

End of Year State Report – State Form 300

Status Report for Monthly Plan Sponsor Board Meeting

f. *TPA shall not be responsible for any expenses for large case management fees, hospital audit fees, fees for the electronic submission of claims, fees for medical records, prescription drug transaction fees, reinsurance fees, percentage of savings fees charged by a network provider*

or other managed care provider, or fees paid to any third party (regardless of whether the third party is acting as an agent of the Plan Administrator, TPA, or the Plan).

g. *Disease Management- \$125 per hour (if requested by Plan Sponsor or Plan Administrator) (per Client enrolled in program)*

- 1) Cardiac
- 2) Asthma
- 3) Diabetes
- 4) Hypertension
- 5) Congestive Heart Failure
- 6) Other

h. *Physician Reviews- per hour (subject to prior approval by Plan Sponsor or Plan Administrator)*

- 1) Prime Dx Medical Director \$252 per hour
- 2) Outside Physician at cost

(The Prime Dx Medical Director physician review fees under this subsection h shall be capped at \$1,500 per month initially; however, such capped amount shall be subject to renegotiation in the event the parties mutually agree that the number of monthly physician reviews and the associated fees therefore exceed the parties' current expectations. TPA will provide utilization review clinical information obtained from providers to Plan Sponsor in connection with physician reviews.)

i. *Network Maintenance*

\$3.00 per Actual Client per month, subject to adjustment by the following matrix based upon the number of Actual Clients as follows:

| | |
|----------------|---|
| <600: | <u>\$3.00</u> per Actual Client per month |
| 600 – 999: | <u>\$2.50</u> per Actual Client per month |
| 1,000 – 1,199: | <u>\$2.25</u> per Actual Client per month |
| 1,200+: | <u>\$2.00</u> per Actual Client per month |

j. *Network Development*

\$115 per hour, subject to approval in advance by Plan Sponsor/Plan Administrator.

k. *Special Programming*

\$100 per hour for special programming of computer software by TPA staff in connection with reporting features and functions undertaken by MCHD, after a request for such programming is received by TPA from Plan Sponsor. This fee is not applicable to any programming needs associated with the development or deployment of the Clinic electronic medical record (EMR).

2. PAYMENT OF FEES

All undisputed monthly fees provided for above shall be payable within forty-five (45) days of invoicing. Monthly fees are based upon the number of Actual Clients. Interest shall accrue on the

amount of undisputed past-due fees at the annual rate of twelve (12%) percent (one (1%) percent per month) or the maximum rate allowed by law, whichever is less.

STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

A RESOLUTION OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT'S BOARD OF DIRECTORS AUTHORIZING THE DISTRICT'S CHIEF FINANCIAL OFFICER TO SELL CERTAIN SECURITIES WITH METLIFE, SUCH SECURITIES BEING THE REMAINING ASSETS OF A PUBLIC EMPLOYEE DEFERRED BENEFIT PLAN PREVIOUSLY ESTABLISHED BY THE BOARD OF DIRECTORS AND TO DISTRIBUTE THE LIQUIDATED PROCEEDS THEREFROM AS IS DIRECTED BY THE PLAN OR AS ALLOWED BY APPLICABLE LAW

WHEREAS, the Montgomery County Hospital District is duly organized under the laws of Texas as a political subdivision; and

WHEREAS, the Montgomery County Hospital District's enabling legislation, as codified in chapter 1063 of the Special District Local Laws Code authorizes it to employ personnel and to provide compensation for such personnel, including retirement benefits; and

WHEREAS, the District maintains a public employee deferred benefit plan ("Plan") to certain legacy employees of the District, such plan managed by MetLife;

WHEREAS, the Board of Directors has determined it to be in the best interest of the District and also in its capacity as Trustee of the Plan, in the best interest of the Plan and its beneficiaries to sell the securities in the Plan maintained by MetLife and distribute the proceeds thereof in the manner as allowed by the Plan and by applicable law.

WHEREAS, by this Resolution the Board of Directors of the Montgomery County Hospital District seeks to authorize its Chief Financial Officer to sell the securities in the Plan as maintained by MetLife (MetLife Holder Account Number

NOW, THEREFORE, BE IT RESOLVED BY THE MONTGOMERY COUNTY HOSPITAL DISTRICT'S BOARD OF DIRECTORS THAT:

1. **Approval of Recitals as Findings of Fact.** The foregoing recitals, having been found by the Board of Directors to be true and correct, are hereby incorporated into this Resolution as findings of fact.
2. **Authorization of District Chief Financial Officer to sell securities in the Plan.** The Board of Directors hereby authorizes and directs its Chief Financial Officer to sell the securities in the Plan maintained by MetLife (MetLife Holder Account Number C and and further authorizes its Chief Financial Officer to execute all agreements and other documents necessary to effect the sale and liquidation of such security interests.

3. **Distribution of Remainder of Liquidated Plan assets.** The Board of Directors further directs that Chief Executive Officer distribute the liquidated Plan assets to the beneficiaries in the manner as set forth in the Plan or as otherwise allowed by applicable law.

BE IT SO RESOLVED.

Passed and Approved this 28th day of August, 2018, by a vote of 6
in favor and 0 against, 0 abstaining.

**MONTGOMERY COUNTY HOSPITAL
DISTRICT**

By: Kenn Fawn
Kenn Fawn, Chairman

Attest:

Sandy Wagner
Sandy Wagner, Board Secretary