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., February 26, 2019 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

1. Call to Order

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

2. Invocation

Led by Mr. Cole

3. Pledge of Allegiance

Led by Mr. Grice

4. Roll Call

Present:

Bob Bagley
Chris Grice
Justin Chance
Mark Cole
Sandy Wagner
Brad Spratt
Georgette Whatley

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Medical Director Clinical Excellence Award – Jolene Figueroa and Dalton Golden

Field Employee – Kerri King, Benjamin Romberg, and Erik Richenberger and John Hancock

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

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

8. Consider and act on MCHD 5 year plan up to year 2023. (Mr. Cole, Chairman – MCHD Board) (attached)

Mr. Cole made a motion to directionally affirm the MCHD 5 year plan up to year 2023 as provided in the board packet. Mr. Spratt offered a second. After board discussion motion passed unanimously.
9. Consider and act on CEO Timeline for annual evaluation. (Mr. Chance, Chair – Personnel Committee) (attached)

Mr. Chance made a motion to consider and act on CEO Timeline for annual evaluation. Mr. Grice offered a second and motion passed unanimously.

Mr. Chance made an amendment to the original CEO Timeline bullet point number 5 from March 26th to April 23rd. Mr. Bagley offered a second and motion passed unanimously.

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

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

11. Update on the Dispatch Centers reaccreditation as Center of Excellence with the International Academies of Emergency Dispatch® (IAED®). (Mr. Spratt, Chair – EMS Committee) (attached)

Mr. Jared Cosper, EMS Chief gave an update on Dispatch Center reaccreditation as Center of Excellence with the International Academies of Emergency Dispatch® (IAED®).

The board congratulates the District on reaccreditation.

12. Consider and act on the purchase of fifteen (15) Panasonic FZ-G1 mobile data computers. (Mr. Spratt, Chair – EMS Committee) (attached)

Mr. Spratt made a motion to consider and act on the purchase of ten (10) Panasonic FZ-G1 mobile data computers. Mr. Grice offered a second. After board discussion motion passed unanimously.

Original agenda item was for fifteen but only ten to be purchased in order to stay within budget.

13. Consider and act on The Woodlands Fire Department lease agreement for Zoll Cardiac Monitors. (Mr. Spratt, Chair – EMS Committee) (attached)

Mr. Spratt made a motion to consider and act on The Woodlands Fire Department lease agreement for Zoll Cardiac Monitors. Mr. Bagley offered a second. After board discussion motion passed unanimously.

14. Consider and act on approval for Zoll sole source for purchase of AED’s. (Mr. Spratt, Chair – EMS Committee) (attached)

Mr. Spratt made a motion to consider and act on approval for Zoll sole source for purchase of AED’s. Mr. Grice offered a second.

After board discussion Mr. Spratt made a motion to amend his original motion to consider and act on Zoll sole source for the purchase of Zoll AED Plus or Zoll AED Pro defibrillators. Mr. Chance offered a second. After continued board discussion motion passed unanimously.

15. Consider and act on approval for purchase of Zoll AED’s. (Mr. Spratt, Chair – EMS Committee)

Mr. Spratt made a motion to consider and act on approval for purchase of Zoll AED Plus. Mr. Bagley offered a second. After board discussion motion passed unanimously.
16. 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.

17. Convene into executive session pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to acquisition of property and construction and renovation of EMS station at 811 W. Semands Street in Conroe and any other related matters. (Ms. Whatley, Chair – PADCOM Committee)

Mr. Cole made a motion to convene into executive session at 4:47 p.m. pursuant to section 551.072 of the Texas Government code to discuss real estate property including but not limited to acquisition of property and construction and renovation of EMS station at 811 W. Semands Street in Conroe and any other related matters.

18. Reconstruct from executive session and take action as necessary on real estate property including but not limited to acquisition of property and construction and renovation of EMS station at 811 W. Semands Street in Conroe and any other related matters. (Ms. Whatley, Chair – PADCOM Committee)

The board reconvened from executive session at 5:08 p.m. and are now back in regular session. Action will be taken on agenda items 19 and 20.

19. Consider and act on proposed BOD resolution authorizing the purchase of 811 W. Semands Street in Conroe, ratifying the earnest money contract, and authorizing the CEO to execute all necessary closing documents. (Ms. Whatley, Chair – PADCOM Committee)

Ms. Whatley made a motion to authorize staff to enter into contracts to purchase and renovate the property located at 811 W. Semands Street in Conroe not to exceed amounts discussed in executive session. Mr. Bagley offered a second.

Mr. Hudson, Legal Counsel stated for the board’s clarification that Ms. Whatley’s motion would include both agenda items 19 and 20. Separate agenda item is listed for resolution as it is needed for staff to be able to sign the actual deed on the property. Mr. Hudson requested as Chairman Mr. Cole to call both items at the same time as the motion would then cover both agenda item 19 and 20.

Mr. Cole clarified we are acting on both agenda items 19 and 20 and Ms. Whatley’s motion will apply to both agenda items 19 and 20.

20. Consider and act on the renovation of station and construction of new ambulance bay for 811 W. Semands street in Conroe. (Ms. Whatley, Chair – PADCOM Committee)

The motion for agenda item 20 was combined with Ms. Whatley’s motion on above agenda item 19.

21. Consider and act on budgeted build out of classroom 250. (Ms. Whatley, Chair – PADCOM Committee)

Ms. Whatley made a motion to consider and act on budgeted build out of classroom 250. Mr. Spratt offered a second and motion passed unanimously.
22. Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.

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

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

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

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

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


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

26. Consider and act on ratification of EMS Fee schedule. (Mr. Grice, Treasurer – MCHD Board) (attached)

Mr. Grice made a motion to consider and act on ratification of EMS Fee schedule. Mr. Chance offered a second. After board discussion motion passed unanimously.

27. 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. Spratt offered a second and motion passed unanimously.

28. 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.

29. Secretary’s Report - Consider and act on minutes for the January 22, 2019 Special BOD meeting and January 22, 2019 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)

Mrs. Wagner made a motion to consider and act on the minutes for the January 22, 2019 Special BOD meeting. Mr. Chance offered a second and motion passed unanimously.

Mrs. Wagner made a motion to consider and act on the minutes for the January 22, Regular BOD Meeting. Mr. Spratt offered a second and motion passed unanimously.
30. Adjourn

Meeting adjourned at 5:34 p.m.

Sandy Wagner, Secretary
STATE OF TEXAS

COUNTY OF MONTGOMERY

A RESOLUTION OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT'S BOARD OF DIRECTORS' SETTING FORTH ITS INTENT TO ACQUIRE CERTAIN REAL PROPERTY AND IMPROVEMENTS LOCATED AT 811 SEMANDS STREET, CONROE, TEXAS FOR PURPOSES OF ESTABLISHING AN EMS STATION AT SAID LOCATION; TO AUTHORIZE THE PURCHASE OF SAID PROPERTY; AND TO AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO TAKE ALL ACTIONS NECESSARY TO CONSUMMATE SUCH PURCHASE

WHEREAS, The Montgomery County Hospital District ("MCHD") is a duly organized political subdivision of the State of Texas, with the powers and duties vested in it under chapter 1063 Special District Local Laws Code; and

WHEREAS, MCHD seeks to acquire through purchase the land and improvements located at 811 Semands Street in Conroe, Texas (the "Property") for purposes of establishing an EMS station for housing EMS crews at said location; and

WHEREAS, the Board of Directors of MCHD has determined the of the acquisition and purchase of Property is in the best interest of the District and the public, given that the Property's location and attributes make it attractive for use as an EMS station to serve the residents of Conroe, Texas and surrounding areas; and

WHEREAS, the Board of Directors of MCHD, in accordance with section 1063.107 of the Special District Local Laws Code seeks to authorize its Chief Executive to execute all instruments and to do such other acts necessary to acquire and purchase the Property;

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. Approval of the Acquisition and Purchase of the Property. The Board of Directors of hereby authorizes the acquisition and purchase of the Property pursuant to its authority vested by section 1063.107 of the Special District Local Laws Code.

3. Authorization to Chief Executive Officer to Consume Purchase. The Board of Directors hereby authorizes its Chief Executive Officer Randy Johnson to take all actions necessary to acquire and purchase the Property on terms and conditions that are in the best interest of MCHD, and to execute all instruments and to do such other acts necessary and incident to said purchase.
BE IT SO RESOLVED.

Passed and Approved this 28th day of February 2019, by a vote of 7 in favor and 0 against, 0 abstaining.

MONTGOMERY COUNTY HOSPITAL
DISTRICT BOARD OF DIRECTORS

By: Mark Cole

Mark Cole, Chairman

Attest:

Sandra Wagner, Board Secretary
Agenda Item # 9

To: Board of Directors
From: Emily Fitzgerald, HR Manager
Date: February 26, 2019
Re: Proposed Timeline – Randy Johnson’s Annual Evaluation

Proposed Timeline and Process for Randy Johnson’s Annual Evaluation:
(Mr. Chance, Chair – Personnel Committee)

- Randy Johnson completes self-assessment and send to the Human Resource Manager no later than 03/04/2019

- Evaluation documents including Mr. Johnson’s self-assessment sent to all members on the Board of Directors no later than 03/08/2019.

- Completed documentation by the Board of Directors is to be sent to the Human Resource Manager no later than 03/18/2019

- Human Resource Manager will aggregate the evaluations and send the information to the Board of Directors by 03/22/2019

- The Board of Directors will review the evaluation of Mr. Johnson and take any action on the evaluation during the regular Board of Directors meeting on 3/26/2019.

- The Chairman of the Board, or his designee, will meet with Randy Johnson within two weeks after the Board of Directors meeting to discuss the results of the evaluation.
MONTGOMERY COUNTY HOSPITAL DISTRICT EMS RECOGNIZED FOR REACREDITING AS CENTER OF EXCELLENCE

[Conroe, Texas—Feb 14, 2019]—MCHD ALARM has successfully completed the intensive 20-step process to reaccredit as an Accredited Center of Excellence (ACE) with the International Academies of Emergency Dispatch® (IAED®). The center has once again achieved ACE status for its use of the Medical Priority Dispatch System™ (MPDS®). It is the 111th center in the world to attain Medical ACE. This distinction places the center among the very highest-performing emergency dispatch agencies worldwide.

ACE inspires agencies to perform superior, up-to-date public care and to employ efficient use of resources when handling all emergency call situations. An accreditation lasts three years. In order to achieve reaccreditation, agencies must meet or exceed the same standards required in the initial accreditation, which requires participation from everyone in the department. Because ACE agencies abide by these standards and have fulfilled these requirements, callers can have peace of mind knowing their needs will always be appropriately addressed and that they will receive the help they need.

This is the fourth time Montgomery County has been reaccredited for its use of the MPDS. It is also an ACE for its use of the Fire Priority Dispatch System™ (FPDS®), making it one of just 24 agencies in the world to hold dual Medical/Fire accreditations. There are seven other Medical ACEs in Texas and only one other Medical/Fire dual ACE agency.
INTERLOCAL AGREEMENT FOR PROVISION OF HEART MONITORS FOR PUBLIC HEALTH (C-2019-0008)

SECTION I. PARTIES TO AGREEMENT

1.1. This agreement ("Agreement") is made and entered into by and between the Montgomery County Hospital District (hereinafter "MCHD" and/or DISTRICT) and The Woodlands Township (hereinafter "Township") (or collectively, "the Parties"). MCHD and TOWNSHIP are each units of local government within the meaning of the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, and are authorized pursuant to such Act to enter into an interlocal agreement for the services contemplated herein, inasmuch as the WFD is the department of The Woodlands Township, responsible for providing fire safety, rescue and first responder services.

1.2. The Parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and/or services hereinafter described.

1.3. The governing bodies of MCHD and TOWNSHIP find that the subject of this Agreement benefits the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement and that each party will pay for the performance of governmental functions or services from current annual revenues available to the paying party. Furthermore, the governing bodies find that the performance of this Agreement is in the common and best interest of both parties, and that the consideration of this Agreement is fair, adequate, and reflective of the fair market values of the equipment, property, services, and other consideration given under this Agreement.

SECTION II. MCHD PROVISION OF CARDIAC MONITOR/DEFIBRILLATORS TO THE TOWNSHIP AND TOWNSHIP'S DUTIES AND RESPONSIBILITIES IN CONNECTION THERewith

2.1. Upon approval of this Agreement by the parties' respective governing boards, MCHD agrees to lease and transfer to the TOWNSHIP fourteen (14) Zoll X Series Cardiac Monitor/Defibrillators ("Cardiac Monitors"), which MCHD is or has acquired consistent with applicable state public purchasing laws. The TOWNSHIP shall use the Cardiac Monitors exclusively for use in matters related to public health, namely in emergency situations where it is providing first responder or public safety services.

2.2. For and in exchange for the lease and transfer of the Cardiac Monitors, TOWNSHIP agrees to pay MCHD on an annual basis the sum of Fifty-Six Thousand Three Hundred Seventy-Five and 01/100 Dollars ($56,375.01) per year for each of the first six years of
this Agreement. Following the expiration of the first six years of this Agreement, TOWNSHIP agrees to pay to MCHD the sum of Twenty-Three Thousand Three Hundred Twenty-Four Dollars ($23,324) per year for the lease of the Cardiac Monitors. The foregoing lease payments are calculated based upon MCHD’s purchase agreement with Zoll for the Cardiac Monitors (which is estimated to be $49,401.80/year per monitor, an additional $916/year per monitor for Zoll’s warranty and maintenance program and $750/year per monitor for replacement cables, sensors, batteries, cases and other equipment not covered in the Zoll warranty and maintenance program).

2.3. In the event during the term of this Agreement, MCHD is notified by Zoll that there is a significant change in its services agreement with MCHD for its warranty and maintenance program that results in increased costs to MCHD, upon notification of such change to TOWNSHIP the lease payments to MCHD will be equitably adjusted accordingly on a per monitor basis.

2.4. The initial lease payment by TOWNSHIP shall be due and payable within thirty days of the Effective Date of this Agreement and such lease payments shall continue on an annual basis on each anniversary of the Effective Date until this Agreement is terminated as provided herein. Interest shall accrue under the Texas Prompt Payment Act (Tex. Government Code Ch. 2251) for all lease payments not paid in a timely basis by TOWNSHIP to MCHD.

2.5. It is contemplated by the parties that TOWNSHIP, in coordination with MCHD, will provide for the maintenance and upkeep of the defibrillators through Zoll’s warranty and maintenance program.

2.6. During the term of this Agreement, TOWNSHIP and MCHD shall work jointly together to ensure that TOWNSHIP is able to source replacement parts for the Cardiac Monitors from MCHD field staff. Any other repairs or parts needed for the Cardiac Monitors that are not supplied by MCHD field staff shall be sourced by TOWNSHIP from MCHD’s durable medical technician during MCHD’s normal business hours.

2.7. In the event TOWNSHIP desires to increase the number of Cardiac Monitors for its use during the term of this Agreement, it may seek such additional Cardiac Monitors from Zoll through MCHD per its agreement with Zoll at MCHD’s contracted rate. In such event, MCHD shall pass through to WFD its per unit costs for the additional Cardiac Monitors at the same rate MCHD receives from Zoll.

2.8. In the event WFD desires to decrease the number of Cardiac Monitors it is leasing under this Agreement, MCHD shall endeavor to reassign such units internally to the extent practicable, and upon such reassignment the lease payments due from WFD under this Agreement shall be equitably and proportionately reduced.

2.9. The Cardiac Monitors provided by MCHD per this Agreement shall be exclusively used to provide emergency medical care to members of the public within The Woodlands and surrounding areas and shall not be used for any other purpose. The Cardiac Monitors will remain the property of MCHD, but possession of the devices
will remain with WFD for the term of this Agreement. WFD agrees that all service or repair needs be made through MCHD during the term of this Agreement. The TOWNSHIP shall not assign rights to the Cardiac Monitors to any third party, nor shall TOWNSHIP encumber or pledge said equipment for any indebtedness which it may incur.

2.10. Should MCHD elect to use a cardiac monitor which it deems clinically superior to the Zoll monitors made the basis of this Agreement, MCHD and TOWNSHIP shall confer and either:
   a. Agree upon mutually acceptable terms for the termination of this Agreement simultaneous with the termination of MCHD’s agreement with Zoll for the Cardiac Monitors, or
   b. Should TOWNSHIP desire to replace the Cardiac Monitors with new devices, it would agree to pay MCHD the difference between the trade in value of the Cardiac Monitor and the new devices on terms agreed upon by the Parties, as well as renegotiate the maintenance agreement for parts replacement to allocate MCHD’s costs for the TOWNSHIP’s new devices.

SECTION III. TERM AND TERMINATION

3.1. This Agreement shall commence on the date that it is last executed by the parties ("Effective Date") and shall continue in force and effect for a primary term of six (6) years. This Agreement may be renewed for additional terms by a written amendment approved and executed by the parties.

3.2. At the termination of this Agreement, TOWNSHIP shall promptly return to MCHD the Cardiac Monitors obtained pursuant to this Agreement without the necessity of notice or demand therefor.

SECTION IV. PROGRESS MEETINGS

4.1. MCHD and TOWNSHIP, by and through their designated representatives, shall meet and confer as often as mutually necessary to ensure the Cardiac Monitors and their use are beneficial to the District and TOWNSHIP. MCHD and TOWNSHIP agree to share statistical and other reports (excluding any information made confidential by law) on matters pertaining to TOWNSHIP’s use of the Cardiac Monitors and resulting outcomes upon request.

SECTION V. COMPLIANCE WITH LAWS

5.1. The parties shall each comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments in carrying out their respective obligations hereunder.
SECTION VI. INDEPENDENT CONTRACTOR

6.1. It is expressly understood and agreed by both parties hereto that MCHD is contracting with TOWNSHIP and WFD and vice-versa as an Independent Contractor and each party agrees to be independently and fully responsible for all claims, demands and causes of action of every kind and character which may be asserted by any third party as a result of a party’s actions arising under this Agreement.

SECTION VII. ORAL AND WRITTEN AGREEMENTS

7.1. All oral or written agreements, relating to the subject matter of this Agreement and which were made prior to the date of commencement specified in Section III, between the parties are expressly superseded by this Agreement.

SECTION VIII. AMENDMENTS

8.1. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both Parties hereto except as may be expressly provided for in some other manner by the terms of this Agreement.

SECTION IX. MISCELLANEOUS

9.1. Either party shall have the right, at its option, to terminate this Agreement for the convenience of the party, upon ninety day notice to the other.

[Remainder of page intentionally left blank.]
[Signatures on following page.]
EXECUTED in multiple counterparts, each of which shall have the force and dignity as an original on the Effective Date:

MONTGOMERY COUNTY HOSPITAL DISTRICT

By: Randy Johnson
    Chief Executive Officer

Date: ____________________________

THE WOODLANDS TOWNSHIP

By: Don Norrell
    President/General Manager

Date: ____________________________

WOODLANDS FIRE DEPARTMENT

By: Alan B. Benson
    Fire Chief

Date: ____________________________

APPROVED AS TO FORM:

__________________________________
Roberta B. Cross
Township Attorney
January 25, 2019

Diane Sandel  
Montgomery County Hospital District  
1300 West Loop South  
Conroe, TX 77304

Dear Diane Sandel:

We appreciate your selection of ZOLL® products Montgomery County Hospital District. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of AED Plus® and AED Pro® Defibrillators for the EMS Market. ZOLL® or Steven Bagwell, EMS Territory Manager, will not sell an AED Plus® or AED Pro® Defibrillator to Montgomery County Hospital District through any vendor or dealer.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9657.

Sincerely,

[Signature]

Nancy Branco  
Contract Specialist
MCHD FYE 2020 Budget Timeline

- Budget Templates to Managers
- Budget Templates to Accounting
- Capital Coordination Meeting
- Executive Review of Capital
- Executive Review of Operating with Managers - 3 Days
- Executive Review of Payroll
- Executive Review of EMS & Tax Revenue
- Executive Review of Capital & Operating
- Budget Review w Board - 2 Days
- Budget Books to Board Members

Dates:
- 28 Feb
- 16 Apr
- 23 Apr
- 25 Apr
- 2 May
- 28 May
- 29 May
- 7 Jun
- 17 Jun
- 27 Jun
- 25 Jun
- 9 Jul
- 23 Jul
- 2 Aug
- 27 Aug

- Regular Board Meeting
- Regular Board Meeting
- Regular Board Meeting
- Regular Board Meeting
- Regular Board Meeting
- Regular Board Meeting
Agenda Item # 26

Montgomery County Hospital District
EMS Fee Schedule

<table>
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<th>2018 Rates Effective Jan 1, 2018</th>
<th>150% of Medicare Allowable</th>
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<td>2018 Medicare Allowable</td>
<td>2019 Medicare Allowable</td>
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<tr>
<td>ALS E</td>
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CMS releases Medicare rates in mid-December. The new rates are effective for dates of service beginning on January 1 of the new calendar year.

On June 27, 2017, the MCHD Board of Directors approved tying the Ambulance Fee Schedule to the Medicare Allowable Charge at the rate of 150%.
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<td>54246</td>
<td>8336</td>
<td>EZ IO POWER DRIVER</td>
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