

STATE OF TEXAS

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COUNTY OF FORT BEND

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**THIRD EXTENSION OF AGREEMENT FOR EMPLOYEE
ALCOHOL AND DRUG TESTING RFP 14-009**

THIS THIRD EXTENSION (“3RD Extension”) is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Houston Medical Testing Services, Inc., (“Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Employee Alcohol and Drug Testing on September 24, 2013, and as extended on July 16, 2016, (“Agreement”), attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

NOW, THEREFORE County and Contractor do mutually agree as follows:

1. The Agreement shall be renewed for an additional one (1) year term through September 30, 2017.
2. The Maximum Compensation for the performance of services during the additional one (1) year term shall be SIXTY-NINE THOUSAND THREE HUNDRED DOLLARS and no/100 (\$69,300.00). In no case shall the amount paid under this 3RD Extension exceed the Maximum Compensation without an approved amendment.
3. All costs arising from services rendered under the Agreement shall follow the Fort Bend County Fee Schedule attached as Exhibit B.
4. Any travel related expenses arising from services rendered under the Agreement shall be paid in accordance with the Fort Bend County Travel Policy attached as Exhibit C.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

HOUSTON MEDICAL TESTING SERVICES, INC.

Robert Hebert, County Judge

Authorized Agent-Signature

Date

Authorized Agent –Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

STATE OF TEXAS

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COUNTY OF FORT BEND

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SECOND EXTENSION OF AGREEMENT FOR EMPLOYEE
ALCOHOL AND DRUG TESTING RFP 14-009

THIS SECOND EXTENSION ("Second Extension") is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Houston Medical Testing Services, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Employee Alcohol and Drug Testing on September 24, 2013, and as extended on July 16, 2015, (hereinafter "Agreement"), attached hereto as Exhibit A, and incorporated by reference herein for all purposes; and

NOW, THEREFORE County and Contractor do mutually agree as follows:

1. The Agreement shall be renewed for an additional one (1) year term through September 30, 2016.
2. The Maximum Compensation for the performance of services during the additional one (1) year term shall be SIXTY-NINE THOUSAND THREE HUNDRED DOLLARS and no/100 (\$69,300.00). In no case shall the amount paid under this Second Extension exceed the Maximum Compensation without an approved amendment.
3. All costs arising from services rendered under the Agreement shall follow the Fort Bend County Fee Schedule attached as Exhibit B.
4. Any travel related expenses arising from services rendered under the Agreement shall be paid in accordance with the Fort Bend County Travel Policy attached as Exhibit C.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY

Robert Hebert

Robert Hebert, County Judge

8-11-2015

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk

HOUSTON MEDICAL TESTING SERVICES, INC.

Jon A. Voster

Authorized Agent-Signature

Jon A. Voster

Authorized Agent -Printed Name

Vice President

Title

07-29-2013

Date



AUDITOR'S CERTIFICATE

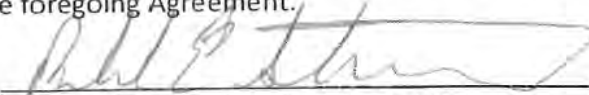
I hereby certify that funds in the amount of \$69,300.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 66,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
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COUNTY OF FORT BEND §

AGREEMENT FOR EMPLOYEE ALCOHOL AND DRUG TESTING

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Houston Medical Testing Services, Inc., (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide employee alcohol and drug testing services, (hereinafter "Services"), pursuant to RFP 14-009; and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Article I. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Article II. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Article III. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is sixty-six thousand dollars and no/100 (\$66,000). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Article IV. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of sixty-six thousand dollars and no/100 (\$66,000), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed sixty-six thousand dollars and no/100 (\$66,000).

Article V. Term

The term of this Agreement shall be from October 1, 2013 through September 30, 2014. The Agreement may be renewed annually for four (4) additional years under the same terms and conditions if mutually agreed upon in writing by the parties.

Article VI. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Article VII. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Article VIII. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Article IX. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Article X. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability Insurance for medical malpractice with a limit of not less than \$1,000,000 each occurrence and \$3,000,000 in the annual aggregate.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article XI. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Article XII. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise

County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Article XIII. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Article XIV. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Purchasing Department 301 Jackson Street, Suite 201 Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 301 Jackson Street, Suite 719 Richmond, Texas 77469
Contractor:	Houston Medical Testing Services, Inc. 2646 South Loop West, Suite 550 Houston, Texas 77054

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Article XV. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish

County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Article XVI. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Article XVII. Assignment and Delegation

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Article XVIII. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Article XIX. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Article XX. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Article XXI. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Article XXII. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Article XXIII. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Article XXIV. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 10th day of

September, 2013.

FORT BEND COUNTY

Robert E. Hebert 9-24-13
Robert E. Hebert, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

HOUSTON MEDICAL TESTING SERVICES, INC.

Jon A. Vobler
Authorized Agent: Signature

Jon A. VOBLER
Authorized Agent- Printed Name

Vice President
Title

September 10, 2013
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$66,000.⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.

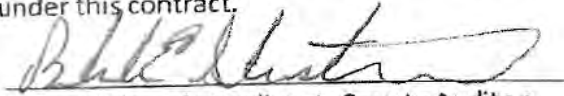

Robert Edward Sturdivant, County Auditor

EXHIBIT A

**FORT BEND COUNTY
PROPOSED FEE SCHEDULE FOR
DRUG AND ALCOHOL TESTING AND SUBSTANCE ABUSE PROGRAM
MANAGEMENT
PRESENTED BY HOUSTON MEDICAL TESTING SERVICES, INC.
Revised 9-5-2013**

<u>SERVICE</u>	<u>INCLUDES THE FOLLOWING</u>	<u>FEE</u>
DOT or Non-DOT Urine Drug Screen (<i>Alerte Toxicology Services</i>)	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at an established collection site in Fort Bend County, other than Oak Bend Medical Center or a Quest Patient Service Center during regular business hours, M-F 8:00am-5:00pm, and transportation to the laboratory	\$ 42.00
Non-DOT Urine Drug Screen (<i>Quest Diagnostics Patient Service Center for Pre-employment testing only</i>) (Optional service at FBC's choice)	Includes Quest Diagnostics Laboratories SAMHSA certified laboratory analysis, Medical Review Officer services, with the specimen collection done at a Quest Patient Service Center during their regular business hours, M-F 10:00am-4:00pm	\$ 38.00
DOT or Non-DOT Urine Drug Screen (<i>On-Site during regular hours</i>)	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at a Fort Bend County worksite, on-site, during regular business hours, M-F, 7am-5pm, <u>including mileage and time charges</u>	\$ 52.00
DOT or Non-DOT Urine Drug Screen (<i>On-Site during other than regular business hours -SCHEDULED</i>)	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at a Fort Bend County worksite, on-site, M-F, 5pm-7am, <u>including mileage and time charges</u>	\$ 62.50
DOT or Non-DOT Urine Drug Screen <u>EMERGENCY SERVICE FOR POST-ACCIDENT & REASONABLE CAUSE NEEDS--UNSCHEDULED--</u> <u>TO BE HANDLED BY HMTS</u> <u>"ON-CALL PERSONNEL"</u>	Includes SAMHSA certified laboratory analysis, Medical Review Officer, specimen collection at a Fort Bend Bend County location as requested, on-site, during after-hours, M-F 5pm-7am and all day on holidays, Saturday or Sunday, <u>including mileage and time charges</u>	\$ 150.00

DOT or Non-DOT Breath Alcohol Test Breath alcohol test or breath alcohol screen performed at a collection site facility, other than Oak Bend Medical Center, or on-site during regular work hours M-F 7am-5pm \$ 35.00

DOT or Non DOT Breath Alcohol Test Breath alcohol test or breath alcohol screen performed at a facility other than Oak Bend Medical Center, a Fort Bend County worksite, or on-site during after-hours, M-F 5pm-7am and all day Saturday or Sunday and holidays \$ 35.00

Non DOT Urine Drug Screen At Oak Bend Medical Center - Surcharge Urine drug screen specimen collection surcharge for a urine specimen collection performed by Oak Bend Medical Center \$ 25.00

Non DOT Breath Alcohol Test At Oak Bend Medical Center - Surcharge Breath alcohol test or breath alcohol screen surcharge for an alcohol test done at any time at Oak Bend Medical Center \$ 25.00

(Oak Bend Medical Center does not meet DOT requirements to be able to perform DOT mandated Urin Drug Screen Collections or DOT mandated Breath Alcohol Testing for Fort Bend County.)

Employee Records Set-up and Initial Random Program Set-up Implementation of revised Substance Abuse Program Includes set-up of employee records and the randomization program for all Fort Bend County employee \$ 350.00

Employee Computer Random Selection Includes randomization and selection and maintenance of two DOT employee pools and a non-DOT employee pool \$ 75.00 /mo. total

Employee Records Administration and Employee Records Maintenance Maintenance of employee substance abuse records and administration, to include communication and supplying of records to appropriate Fort Bend County officials and/or DOT officials, and consultation with authorities regarding audits and statistical reporting, handling of "I,2" forms for the FBC Sheriff's Department, and any and all usual and normal administrative matters \$ 75.00 /mo

Blind Specimen and Maintenance Providing blind specimens from a certified laboratory with guaranteed analysis, only as required by DOT regulations, IF NEEDED \$ 45.00 each

Representation by HMTS as Expert Witness, Depositions, Hearing, etc HMTS will provide a qualified HMTS employee to act as an expert witness to provide testimony of facts in any hearing or legal matter \$ 200.00 /hr. + expenses, if any

Medical Review Officer Medical
Records Review / Consultation
with Attorneys

HMTS will make available its Medical
Review Officer for whatever services
may be required by Fort Bend County
officials other than testimony in Court

\$ 500.00 /hr.
+ expenses, if any

(The Medical Review Officer is an independent contractor for HMTS. HMTS charges the MRO
services for records review and consultation with attorneys, AT COST.)

Medical Review Officer Expert
Witness Testimony in Court

HMTS will make available its Medical
Review Officer to provide expert witness
testimony in court or legal hearings

\$ 575.00 /hr.
+ expenses, if any
or \$5,000 per day,
whichever is less

(The Medical Review Officer is an independent contractor for HMTS. HMTS charges the MRO
services for MRO expert witness testimony in court, AT COST.)

Supervisory Training of Fort Bend
County Supervisors in a classroom
Setting - 2 hours course

HMTS will provide DOT supervisory or
Non-DOT supervisory training on the
signs and symptoms of substance abuse

\$ 38.00 ea. for 1-10
\$ 33.50 ea. for 11-20
\$ 25.00 ea. for 21-99

Employee Training of Fort Bend
County employees in a classroom
Setting - 1 hour course

HMTS will provide DOT or non-DOT
employee training on awareness of
substance abuse issues

\$ 30.00 ea. for 1-10
\$ 25.00 ea. for 11-99

Supervisory Training of Fort Bend
County Supervisors by on-line
computer course - 2 hours course

Computer based DOT supervisory training
as required by DOT on the
Signs and Symptoms of Substance
Abuse

\$ 60.00 ea.

Employee Awareness Training of
Fort Bend County by on-line
computer course - 1 hour course

Computer based DOT employee awareness
as required by DOT on substance abuse
issues that impact the employee

\$ 25.00 ea.

Pre-employment Test Set-up Services

Set up of out-of-town / out-of-state
specimen collections at collection sites
outside of the usual Fort Bend County
network of collection sites

\$ 25.00 Set-up fee, plus
\$ 25.00 overnight courier fee
for supplies if needed

Alere Toxicology Services Litigation Package

Complete written litigation package that
includes copy of COC form, Screening data
Internal COC documentation, Instrument
calibration and control data, Quality
control results, Final report, Drug
information, Qualifications of lab director
and certifying scientist

\$ 150.00

Alere Opinion Letter
Alere Affidavit

Opinion letter by qualified toxicologist
describes the processes and procedures used
to test a specimen, qualifications of the lab,
Qualifications of the lab director and
certifying scientist, lab's accessioning
protocol, testing methodology, and results
of testing

\$ 16.25
\$ 50.00 / affidavit

Alert Phone Testimony or Deposition	Telephone information by a qualified lab professional	\$ 65.00 / hour
Alert Toxicology Services Professional Services	In-person testimony or deposition by a qualified laboratory professional	\$ 165.00 / hour or \$ 1,200.00 / day + expenses

All fees charged by the laboratory for litigation work are AT COST and represent a pass-through of those fees from the laboratory to Fort Bend County with no mark-up by HMTS. The fees represented are the fees charged by the laboratory as of August 15, 2013. HMTS has no control over these fees and will pass on any fee increases to Fort Bend County at actual cost.

THIS FEE SCHEDULE REPRESENTS PRICING GUARANTEED BY HMTS FOR A PERIOD OF TWO YEARS. ANY EXERCISE OF OPTION PERIODS OF TIME OVER AND ABOVE THE TWO YEAR RATE GUARANTEE OF THE CONTRACT WILL REQUIRE ADJUSTMENTS OF + 5% PER RENEWAL PERIOD.

JA

Addendum to Pricing Schedule

If applicants or employees of Fort Bend County go to the Fort Bend County Employee Health Clinic, the price of the drug test will be reduced by \$10.00. The price of the Alcohol test will be reduced by \$7.00.

A handwritten signature or set of initials, possibly 'AR', located in the bottom right corner of the page.

FORT BEND COUNTY FEE SCHEDULE

DRUG AND ALCOHOL TESTING & SUBSTANCE ABUSE PROGRAM MANAGEMENT BY HOUSTON MEDICAL TESTING SERVICES, INC.

Effective October 1, 2015 thru September 30, 2016

<u>SERVICE</u>	<u>INCLUDES THE FOLLOWING</u>	<u>FEE</u>
DOT or Non-DOT Urine Drug Screen <i>(Alere Toxicology Services)</i>	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at an established collection site in Fort Bend County, other than Oak Bend Medical Center or a Quest Patient Service Center during regular business hours, M-F 8:00am-5:00pm, and transportation to the laboratory	\$44.10
Non-DOT Urine Drug Screen <i>(Quest Diagnostics Patient Service Center for Pre-employment testing only)</i> <i>(Optional service at FBC's choice)</i>	Includes Quest Diagnostics Laboratories SAMHSA certified laboratory analysis, Medical Review Officer services, with the specimen collection done at a Quest Patient Service Center during their regular business hours, M-F 10:00am-4:00pm	\$39.90
DOT or Non-DOT Urine Drug Screen <i>(On-Site during regular hours)</i>	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at a Fort Bend County worksite, on-site, during regular business hours, M-F, 7am-5pm, <u>including mileage and time charges</u>	\$54.60
DOT or Non-DOT Urine Drug Screen <i>(On-Site during other than regular business hours --SCHEDULED)</i>	Includes SAMHSA certified laboratory analysis, Medical Review Officer services, specimen collection at a Fort Bend County worksite, on-site, M-F, 5pm-7am, <u>including mileage and time charges</u>	\$65.60
DOT or Non-DOT Urine Drug Screen <u>EMERGENCY SERVICE FOR POST-ACCIDENT & REASONABLE CAUSE NEEDS--UNSCHEDULED -- TO BE HANDLED BY HMTS "ON-CALL PERSONNEL"</u>	Includes SAMHSA certified laboratory analysis, Medical Review Officer, specimen collection at a Fort Bend Bend County location as requested, on-site, during after-hours, M-F 5pm-7am and all day on holidays, Saturday or Sunday, <u>including mileage and time charges</u>	\$157.50
DOT or Non-DOT Breath Alcohol Test	Breath alcohol test or breath alcohol screen performed at a collection site facility, other than Oak Bend Medical Center, or on-site during regular work hours M-F 7am-5pm	\$36.75
DOT or Non DOT Breath Alcohol Test	Breath alcohol test or breath alcohol screen performed at a facility other than Oak Bend Medical Center, a Fort Bend County worksite, or on-site during after-hours, M-F 5pm-7am and all day Saturday or Sunday and holidays	\$36.75
Non DOT Urine Drug Screen At Oak Bend Medical Center - <u>Surcharge</u>	Urine drug screen specimen collection surcharge for a urine specimen collection performed by Oak Bend Medical Center	\$26.25
Non DOT Breath Alcohol Test At Oak Bend Medical Center - <u>Surcharge</u>	Breath alcohol test or breath alcohol screen surcharge for an alcohol test done at any time at Oak Bend Medical Center	\$26.25

(Oak Bend Medical Center does not meet DOT requirements to be able to perform DOT mandated Urine Drug Screen Collections or DOT mandated Breath Alcohol Testing for Fort Bend County.)

Employee Records Set-up and Initial Random Program Set-up Implementation of revised Substance Abuse Program	Includes set-up of employee records and the randomization program for all Fort Bend County employee	Not Applicable
Employee Computer Random Selection	Includes randomization and selection and maintenance of two DOT employee pools and a non-DOT employee pool	\$78.75 /mo. total
Employee Records Administration and Employee Records Maintenance	Maintenance of employee substance abuse records and administration, to include communication and supplying of records to appropriate Fort Bend County officials and/or DOT officials, and consultation with authorities regarding audits and statistical reporting, handling of "L2" forms for the FBC Sheriff's Department, and any and all usual and normal administrative matters	\$78.75 /mo
Blind Specimen and Maintenance	Providing blind specimens from a certified laboratory with guaranteed analysis, only as required by DOT regulations, IF NEEDED	\$47.25 each
Representation by HMTS as Expert Witness, Depositions, Hearing, etc.	HMTS will provide a qualified HMTS employee to act as an expert witness to provide testimony of facts in any hearing or legal matter	\$210.00 /hr. + expenses, if any
Medical Review Officer Medical Records Review / Consultation with Attorneys	HMTS will make available its Medical Review Officer for whatever services may be required by Fort Bend County officials other than testimony in Court	\$525.00 /hr. + expenses, if any

(The Medical Review Officer is an independent contractor for HMTS. HMTS charges the MRO services for records review and consultation with attorneys, AT COST.)

Medical Review Officer Expert Witness Testimony in Court	HMTS will make available its Medical Review Officer to provide expert witness testimony in court or legal hearings	\$603.75 per hr. +expenses, if any or \$5,250 per day, whichever is less
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(The Medical Review Officer is an independent contractor for HMTS. HMTS charges the MRO services for MRO expert witness testimony in court, AT COST.)

Supervisory Training of Fort Bend County Supervisors in a classroom Setting – 2 hours course	HMTS will provide DOT supervisory or Non-DOT supervisory training on the signs and symptoms of substance abuse	\$39.90 ea. for 1-10 \$35.20 ea. for 11-20 \$26.25 ea. for 21-99
Employee Training of Fort Bend County employees in a classroom Setting – 1hour course	HMTS will provide DOT or non-DOT employee training on awareness of substance abuse issues	\$31.50 ea. for 1-10 \$26.25 ea. for 11-99
Supervisory Training of Fort Bend County Supervisors by on-line computer course – 2 hours course	Computer based DOT supervisory training as required by DOT on the Signs and Symptoms of Substance Abuse	\$72.45 ea.
Employee Awareness Training of Fort Bend County by on-line computer course – 1 hour course	Computer based DOT employee awareness as required by DOT on substance abuse issues that impact the employee	\$26.25 ea.
Pre-employment Test Set-up Services	Set up of out-of-town / out-of-state specimen collections at collection sites outside of the usual Fort Bend County network of collection sites	\$26.25 Set-up fee, plus \$26.25 overnight courier fee for supplies if needed

Urine Drug Tests conducted at the Fort Bend County Employee Health Clinic \$33.60 ea.

Breath Alcohol Testing conducted at the Fort Bend County Employee Health Clinic \$29.40 ea.

LITIGATION SUPPORT FEE SCHEDULE FROM ALERE TOXICOLOGY SERVICES

Alere Toxicology Services Litigation Package	Complete written litigation package that includes copy of COC form, Screening data Internal COC documentation, Instrument calibration and control data, Quality control results, Final report, Drug information, Qualifications of lab director and certifying scientist	\$150.00
Alere Opinion Letter	Opinion letter by qualified toxicologist	\$25.00
Alere Affidavit	Describes the processes and procedures used to test a specimen, qualifications of the lab, qualifications of the lab director and certifying scientist, lab's accessioning protocol, testing methodology, and results of testing	\$50.00 / affidavit
Alere Phone Testimony or Deposition	Telephone information by a qualified lab professional	\$65.00 / hour
Alere Toxicology Services Professional Services	In-person testimony or deposition by a qualified laboratory professional	\$165.00 / hour or \$1,200.00 / day + expenses

All fees charged by the laboratory for litigation work are AT COST and represent a pass-through of those fees from the laboratory to Fort Bend County with no mark-up by HMTS. The fees represented are the fees charged by the laboratory as of July 15, 2015. HMTS has no control over these fees and will pass on any fee increases to Fort Bend County at actual cost.

THIS FEE SCHEDULE WITH THE EXCEPTION OF THE LITIGATION SUPPORT FEE SCHEDULE FROM ALERE TOXICOLOGY SERVICES, REPRESENTS PRICING GUARANTEED BY HMTS FOR A PERIOD OF ONE YEAR.

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

LODGING (In and Out of State):

Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated**

contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and be able to provide documentation of the group rate.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees allowable: Self-parking

Additional fees allowable with justification: Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

Fees not allowable: Internet, phone charges, laundry, safe fees

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable. The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

Changes/Modifications to Reservation – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

Allowable expenses: Parking and tolls with documentation.

County Vehicle: Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

Allowable expenses: Parking and tolls with documentation required.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

Allowable Expenses: Bag fees. Fare changes are allowable if business related or due to family emergency.

Unallowable Expenses/Fees: Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip.

Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

Avis:

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

Unallowable Fees/Charges: GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

Allowable expenses: Parking and tolls allowed with documentation.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30

days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Houston Medical Testing Services, Inc.
Houston, TX United States

Certificate Number:
2016-69143

Date Filed:
06/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B14-009
Employee Alcohol and Drug Testing Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jon A. Vogler

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jon A. Vogler, this the 16th day of June, 2016, to certify which, witness my hand and seal of office.

Catherine Garcia

Signature of officer administering oath

Catherine Garcia

Printed name of officer administering oath

NOTARY

Title of officer administering oath