

## LABORATORY REFERENCE AGREEMENT

**THIS LABORATORY REFERENCE AGREEMENT** (the "Agreement") is made and entered into effective as of the last Party's execution below (the "Effective Date"), by and between the Williamson County, Texas, a political subdivision of the State of Texas ("Client") and American Institute of Toxicology, Inc, an Indiana corporation ("AIT").

### WITNESSETH:

**WHEREAS**, AIT is engaged in the business of providing laboratory testing services;

**WHEREAS**, Client is in need of certain reference clinical laboratory services; and

**WHEREAS**, Client desires to contract with AIT to provide clinical laboratory services and AIT desires to provide said services (the "Services").

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions herein contained, the parties agree as follows:

#### 1. TESTING SERVICES.

1.1 Engagement. Client hereby engages AIT as its preferred provider of Services as set forth herein in Exhibit A, and any additional services the parties may agree to add from time-to-time in writing. AIT agrees to perform such Services for Client.

1.2 Requisition, Supplies and Courier Service. AIT shall provide Client with electronic requisitioning (each, a "Requisition") utilizing an electronic requisitioning system or software product selected by AIT. Client shall complete a Requisition for each Service requested by Client, as Client may choose to order in Client's sole discretion. AIT, at its expense, shall provide or arrange for all reasonably necessary supplies for the collection, preparation, storage and transportation of specimens by Client to AIT; provided, however, that Client shall use such supplies solely in connection with collection and preparation of specimens for AIT. Client represents, warrants and covenants that all specimens delivered to AIT hereunder shall be properly contained and secured to ensure the integrity of the specimens upon delivery.

1.3 Performance of Services. Upon request by Client, AIT shall perform the Services and shall report the results to Client via electronic results delivery. During the Term, AIT's facilities shall remain duly licensed clinical laboratories under applicable federal, state and local law, and AIT shall maintain a quality management program which complies with all Clinical Laboratory Improvement Amendment ("CLIA") standards related to the provision of laboratory services. AIT shall perform the Services in compliance in all material respects with all applicable laws and regulations. In the event that Client requests a laboratory service that is not provided by AIT at the time of such request, AIT shall arrange for the provision of testing through a reference laboratory selected by AIT.

#### 2. FEES.

2.1 Fees. Client agrees to pay for the Services provided by AIT under this Agreement and the fees (and all related increases described in this Section) set forth in Exhibit A. On the first anniversary of the effective date of this Agreement, and anniversary thereafter, AIT will adjust the fees set forth on Exhibit A by a percentage equal to the percentage change, if any, up or down, in the United States Department of Labor Consumer Price Index for all urban consumers (U.S. City Average) published by the Bureau of Labor Statistics ("CPI") for the preceding twelve (12) months.

2.2 Billing and Payment. Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Client within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Client shall notify AIT of the discrepancy. Following Client's notification of any discrepancy as to an invoice, AIT must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Client shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Client's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

2.3 Fair Market Value. If for any reason at any time, AIT's fees are no longer consistent with fair market value taking into consideration the valuation principles applied by the parties to determine the fair market value of Services as of the Effective Date, Client and AIT agree to renegotiate in good faith to make the fees again consistent with fair market value.

2.4 Standard of Care. If, during the term of this Agreement, any nationally recognized professional medical association makes recommendations that affect a standard of care for testing, the parties will work in good faith to agree on an appropriate rate of payment for testing affected by the new or modified standard of care on a fee for service basis. Notwithstanding the above, AIT will not perform any such tests unless AIT consents in advance to the performance of such testing and the applicable fees to perform such testing.

### 3. TERM AND TERMINATION.

3.1 Term. This agreement shall become effective as of the Effective Date, and, subject to the terms hereof, shall continue for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement may be renewed, by written amendment signed by the Parties, for additional periods of one (1) year each (each, a "Renewal Term"). The Initial Term and applicable Renewal term shall collectively be referred to as the "Term."

3.2 Termination. Either party may terminate this Agreement immediately upon written notice in the event (a) the other party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days following written notice from the other party; (b) either party is suspended or excluded from participation in any government healthcare program; or (c) either party: (i) enters into an assignment for the benefit of creditors; (ii) is adjudged bankrupt by a court of competent jurisdiction; (iii) is unable to pay debts as they become due; (iv) has a trustee, receiver or other custodian appointed on its behalf; (v) has any other case or proceedings under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it, which case or proceeding is not dismissed within sixty (60) days of filing; or (vi) is convicted of any health care related crime defined in 42 U.S.C. 1320a-7(1). If this Agreement is terminated by either party under this Section, then the parties shall not enter into a services agreement with each other for services the same or substantially similar to those provided under this Agreement for at least one (1) year from the Effective Date. In addition, either party may terminate

this agreement upon thirty (30) days prior written notice to the other without cause, so long as the first year of the term of this Agreement has expired.

3.3 Termination or Modification Due to Statutory or Regulatory Provisions. The parties recognize that this Agreement at all times is subject to applicable local, State, and Federal laws, including but not limited to, the Social Security Act; the rules, regulations and policies of the Department of Health and Human Services; and all public health and safety provisions of state law and regulation. The parties further recognize that this Agreement shall be subject to amendments of, or regulatory interpretations of, such laws and regulations, as well as to any new legislation or regulations that are applicable to this Agreement. Any such provisions of law or regulation that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause one or both of the parties to be in violation of such provisions of law or regulation shall be deemed to have superseded the terms of this Agreement; provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law. The foregoing shall in no way be interpreted to limit the ability of either party to terminate this Agreement pursuant to Section 5.1 below.

3.4 Obligations Upon Termination. The parties agree to maintain the confidentiality of any proprietary or confidential information (the "Information") which they obtain from each other pursuant to this Agreement during the Term of this Agreement and for a period of two (2) years following termination of this Agreement. Each party will return all written proprietary information marked or otherwise identified in writing as proprietary furnished by the other which is still in possession of the party to whom it was furnished on the date of the termination or expiration of this Agreement. The following exceptions shall apply to the obligations set forth in this paragraph: (i) the parties need not hold confidential or refrain from using any Information which was already known to the receiving party, as evidenced by such party's written records, at the time of this disclosure to such party; (ii) the parties need not hold confidential or refrain from using any Information which at the time of the disclosure was already in the public domain; (iii) the parties need not hold confidential or refrain from using any information which subsequent to its disclosure to receiving party becomes part of the public domain without fault on the part of the receiving party; (iv) a party need not hold confidential or refrain from using any Information which is subsequently disclosed to such party by third parties, who to the knowledge of the receiving party, have a bona fide right to disclose or make the same available to the receiving party; and (v) a party need not hold confidential or refrain from using any Information which is independently developed by such party.

#### 4. PATIENT INFORMATION; INFORMATION SERVICES.

4.1 Records. Records will be maintained and managed by AIT for all tests performed or referred by it. Each party will comply with all applicable laws and regulations related to the maintenance, uses and disclosures or protected health information, including without limitation the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Subject to full compliance with all laws and regulations relating to the use and disposition of protected health information, each party will have the right to use, reproduce, display, distribute, modify and disclose data generated from these tests for all purposes permitted or required by law, including for clinical research. The provisions of this Section shall survive the termination of this Agreement.

4.2 Access to Records and Orders. Client shall make available to AIT all physician orders, medical records or other information related to any requisition submitted by Client to AIT that AIT is required to provide in any regulatory or accreditation audit or review. Client shall provide such documents to AIT as promptly as possible, but not later than twenty-four (24) hours after a request by AIT.

5. REGULATORY COMPLIANCE; HIPAA COMPLIANCE.

- 5.1 Regulatory Compliance. Each party agrees that the intent of this relationship is to parties intend to conduct this relationship in full compliance with all applicable laws and regulations, including, without limitation, the fraud and abuse provisions of 42 U.S.C. § 1320a-7 *et seq.*, the physician self-referral prohibitions of 42 U.S.C. § 1395nn and HIPAA (defined below). Nothing in this Agreement shall be construed as requiring either party to refer business to the other. The parties understand and agree that all amounts paid hereunder are fair market value for the type of Services provided hereunder and are not based on the value or volume of laboratory testing business or referrals either party may refer to the other. Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes. If the parties have not reached an agreement regarding the material terms of the restructured business arrangement within thirty (30) days after notice from one party to the other identifying such violation, then either party may terminate this Agreement upon written notice to the other, such termination to be effective ten (10) days following the notice of termination unless the parties agree in writing to an earlier effective date of termination.
- 5.2 HIPAA Compliance. Unless otherwise permitted by applicable law, each party to this Agreement shall not use or disclose certain confidential, proprietary, and nonpublic financial and other information concerning patients ("Protected Health Information") in violation of the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" and The Health Information Technology for Economic and Clinical Health ("HITECH")), each as amended. Each party agrees to use their best efforts to comply with HIPAA and HITECH, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractors or agents to whom either party provided Protected Health Information agree to the same restrictions and conditions imposed on the parties hereto under HIPAA and HITECH.
- 5.3 Federal Exclusion. Each party represents that neither that party nor any entity owning or controlling that party is excluded from any federal health care program including the Medicare/Medicaid program or from any state health care program. Each party further represents that it is eligible for Medicare/Medicaid participation. Each party agrees to disclose immediately any material federal, state, or local sanctions of any kind, imposed subsequent to the date of this Agreement, or any investigation which commences subsequent to the date of this Agreement, that would materially adversely impact the parties' obligations hereunder.
- 5.4 Billing for Services. AIT shall not provide any billing or coding advice to Client in the event Client bills any third-party for the Services. The billing of the Services to any third-party shall be done in the sole discretion of Client. Client shall be responsible for compliance with all applicable state and federal laws. Client shall be responsible for adhering to all applicable pass through billing laws, including, but not limited to, any applicable antimarkup and disclosure requirements in an applicable state, and applicable payor policies.
- 5.5 Access to Books and Records. If the Services to be provided by AIT hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v)(1)(I), AIT shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of AIT that are necessary to certify the nature and extent of the costs incurred under this agreement for the period required by law. If AIT provides any Services through a subcontract with a value or cost of \$10,000.00 or more over a twelve (12) month period, then, in addition, with respect to any applicable subcontract, such

subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, for the period required by law, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the contract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, AIT shall allow Client reasonable access to AIT records concerning the Services provided hereunder. Client warrants and represents that it has obtained any necessary written authorization from Client's patients for the release of such records. Such authorization shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of HIPAA.

6. MISCELLANEOUS.

6.1 Non-assignability. This Agreement may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld or delayed.

6.2 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to:

If to AIT:     AIT  
  
                  1500 Interstate 35W  
                  Denton, TX 76207  
                  Attn: Legal

If to Client:     The County of Williamson,  
                          Texas  
                          710 Main Street, Suite 101  
                          Georgetown, TX 78626  
                          Attn: County Judge

With copy to:

Williamson County  
Commissioners Court  
710 Main Street, Suite 201  
Georgetown, Texas 78626  
Attn: General Counsel

6.3 Independent Relationship. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between AIT and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer or representative of the other.

6.4 Force Majeure. AIT shall not be liable to Client for failures and delays in the performance of its obligations under this Agreement due to any act or cause beyond the reasonable control and without the fault of AIT including, without limitation, actions of God, such as fire, flood, tornado, earthquake; acts of government (i.e., civil injunctions or enacted statutes and regulations); or acts or events caused by third parties such as riot, strike, power outage or explosion; or the inability due to any of the aforementioned causes to obtain necessary labor or materials. AIT shall use commercially reasonable efforts to remedy or alleviate the impact of any force majeure condition. In addition, Client shall have the right on a temporary basis to seek alternative suppliers of those services which are delayed or cannot be provided by AIT due to a force majeure condition in order to maintain quality patient care.

6.5 Warranty.

- A. CLIENT WARRANTS TO AIT THAT NEITHER CLIENT NOR ANY OF ITS EMPLOYEES OR OWNERS HAS BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- B. AIT WARRANTS TO CLIENT THAT NEITHER AIT NOR ANY OF ITS EMPLOYEES OR OWNERS HAS BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE OR EXCLUDED FROM MEDICARE, MEDICAID OR ANY OTHER FEDERAL OR STATE GOVERNMENT HEALTHCARE PROGRAM.
- C. AIT WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE ESTABLISHED AND RECOGNIZED CLINICAL LABORATORY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS.
- D. NO OTHER WARRANTIES ARE MADE BY CLIENT OR AIT. Each party agrees to immediately notify the other if any of the above warranties are no longer true or accurate.

6.6 Insurance & Indemnification

- A. AIT agrees to maintain professional liability insurance, at its own expense, for the entire period in which claims would arise for services performed under this Agreement, in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate per policy year. AIT further agrees to maintain reasonable amounts of general liability coverage. AIT shall provide Client with evidence of such insurance upon request and agree to promptly notify the Client in the event of termination, nonrenewal or modification of coverage.
- B. In no event shall either party be responsible for punitive damages other than with respect to claims of third parties, or any consequential, incidental, or special damages (including lost profits or revenue) of the other party.

6.7 Benefit. This Agreement is intended to inure only to the benefit of AIT and Client. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

6.8 Nondiscrimination. All Services provided by AIT hereunder shall be in compliance with all applicable Federal and State laws, regulations and ordinances prohibiting discrimination on the basis of race, age, color, religion, sex, national origin, handicap, veteran status or any other protected class.

6.9 Headings. The headings in this Agreement are for convenience and reference only and are not intended to and shall not define or limit the scope of the provisions to which they relate.

6.10 Enforceability Clause. The invalidity or unenforceability of any terms or provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction. If any provision is held invalid by a court of competent jurisdiction, such shall be severed and the Agreement shall be interpreted as though the severed provision had not existed, if the original intent of the parties in entering into this Agreement can continue to be met; otherwise the parties shall in good faith negotiate a replacement provision.

6.11 Waiver. No course of dealing between Client and AIT or any delay on the part of either party in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of such party. No express waiver shall affect any condition, covenant, rule, regulation, right or remedy other than the one specified in such waiver and only for the time and in the manner specifically stated.

6.12 Choice of Law and Venue. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas (excluding any that mandate the use of another jurisdiction's laws). Any action to enforce or for breach of this Agreement shall be brought exclusively in the state or federal courts of the County of Williamson, Texas.

6.13 Audit. AIT agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of AIT which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AIT agrees that Client shall have access during normal working hours to all necessary AIT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give AIT reasonable advance notice of intended audits. In no circumstances will AIT be required to create or maintain documents not kept in the ordinary course of AIT's business operations, nor will AIT be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

6.14 FEMA Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. Client may seek reimbursement funding from FEMA in relation to the goods and/or services procured hereunder. This Agreement shall be amended to incorporate the terms and conditions of Exhibit B to the extent applicable and necessary for Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in Exhibit A shall have the meanings attributed to them in this Agreement. Exhibit B supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit B, the terms and conditions of Exhibit B shall control in order to ensure compliance with FEMA requirements.

6.15 Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto concerning the subject matter herein and is a complete statement of the terms thereof and shall supersede all previous understandings between the parties, whether oral or written. The parties shall not be bound by any representation made by either party or any agent of either party that is not set forth in this Agreement. Any applicable provisions required by federal, state, or local law are hereby incorporated by reference. This Agreement may only be modified in a writing signed by authorized representatives of each party.

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

American Institute of Toxicology, Inc.

By: Greg Blankenship  
Greg Blankenship (Apr 13, 2020)

Print Name: Greg Blankenship

Title: Sr VP of Operations

Date: Apr 13, 2020, 2020

Williamson County, Texas

By: Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Apr 29, 2020)

Bill Gravell, Jr., County Judge

Date: Apr 29, 2020, 2020

## **Exhibit A**

### **Laboratory Services and Fee Rate**

Client shall pay AIT a fee of \$75.00 per specimen for Infectious Disease ("ID") Testing for the COVID 19 pathogen as medically necessary, offered by AIT and ordered by an authorized ordering provider.

The Fee is based on an authorized ordering provider's signed and dated requisitions for ID Testing per specimen.

Authorized ordering providers may order testing services by completely filling out, signing and dating each requisition.

An authorized ordering provider may contact AIT if/when modifications need to be made to providers' orders.

From time to time, AIT shall notify Client on updates to its testing menu and any modification to requisitions as may be required.



## **Exhibit B**

### **Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance**

The underlying Laboratory Reference Agreement (the "Agreement"), between American Institute of Toxicology, Inc. and Williamson County, Texas ("Client") is amended to incorporate the terms and conditions of this exhibit to the extent applicable and necessary for Additional Requirements for Federal Emergency Management Agency ("FEMA") Compliance. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this exhibit shall have the meanings attributed to them in the Agreement. This exhibit supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this exhibit, the following terms and conditions of this exhibit shall control in order to ensure compliance with FEMA requirements:

#### **I.**

##### **Clean Air Act and The Federal Water Pollution Control Act Compliance**

AIT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and AIT agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, AIT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **II.**

##### **Suspension and Debarment**

If this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, then:

(1) AIT will be required to verify that none of the AIT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935);

(2) AIT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into;

(3) A certification hereunder is a material representation of fact relied upon by Client. If it is later determined that the AIT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) AIT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. AIT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **III.**

##### **Recovered Materials**

(1) In the performance of this Agreement, AIT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) AIT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **IV.**

##### **Access to Records**

(1) AIT agrees to provide Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the AIT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) AIT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) AIT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and AIT acknowledges and agrees that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **V.**

##### **Use of DHS Seals and Related Items**

AIT shall not use Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **VI.**

##### **Compliance with Federal Law and FEMA Rules**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. AIT will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **VII.**

##### **Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)**

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **VIII.**

##### **No Federal Government Obligations**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, AIT, or any other party pertaining to any matter resulting from this Agreement.

IX.

**False Claims Act Compliance and Program Fraud Prevention**

AIT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the AIT's actions pertaining to this Agreement.

**Signature:** Greg Blankenship  
Greg Blankenship (Apr 13, 2020)  
**Email:** lilly.andress@healthtrackrx.com  
**Title:** Sr VP of Operations  
**Company:** AIT Laboratories, Inc.

**Signature:** Judge Bill Gravell Jr.  
Judge Bill Gravell Jr. (Apr 29, 2020)  
**Email:** bgravell@wilco.org  
**Title:** County Judge  
**Company:** Williamson County