State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	0000031032	1 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAR		4400 000 00
CF3-UNSITE HEAD	RING & FILLEST	\$100,000.00
Buyer Name	RING & FIT TEST Buyer Phone	\$100,000.00 Contract Status

Phone #: 913/748-2000

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	ON-SITE HEARING AND FIT RESPIRATOR TESTING AND RESPIRATORY & SILICA MEDICAL CLEARANCE SERVICE	EA	0.01000	0.00	0.00

STATE OF VERMONT Contract # 31032

STANDARD CONTRACT FOR SERVICES

- 1. Parties. This is a contract for services between the State of Vermont, Buildings & General Services (hereafter called "State"), and Examinetics Inc., with a principal place of business in Overland Park, KS, (hereafter called "Contractor"). Contractor's form of business organization is incorporated. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter. The subject matter of this contract is services generally on the subject of On-Site Hearing and Fit Testing. Detailed services to be provided by the contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$40.000.00.
- 4. Contract Term. The period of contractor's performance shall begin on April 1, 2016 and end on April 1, 2018.
- 5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.
- 6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- 8. Attachments. This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015).

- 9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	0000031032	2 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAI	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

STATE OF VERMONT AMENDMENT#1

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of 04/01/2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$40,000.00 to \$60,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April 1, 2018 to April 1, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment STATE OF VERMONT

STATE OF VERMONT

AMENDMENT#2

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract #31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section: Fit Respiratory Testing of Attachment B is amended by the addition of: \$25.00 per person charge for online medical clearance.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	000031032	3 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAF	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

Unit Max Max Line # Item ID Item Desc UOM Price Qty Amt

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vernout.gov/purchasing-contracting/debarment

STATE OF VERMONT AMENDMENT # 3

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$60,000.00 to \$80,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2019 to April 1, 2020.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

STATE OF VERMONT CONTRACT AMENDMENT #4

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Attachment A is amended by the addition of the following: Respiratory & Silica Medical Clearance Service:

Respirator & Silica Medical Clearance Service

- Services shall be provided utilizing a mobile screening unit designed for multi-function testing including X- Ray. Are to test a minimum of 30 employees in an 8- hour period, subject to efficient scheduling and

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212



Contract ID		Page
000000000000000000000000000000000000000	0000031032	4 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAF	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

United States

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

employee participation. Services must be in accordance with all applicable OSHA/VOSHA requirements.

Health Questionnaire

- Paper or electronic questionnaires shall be sent to the client in advance of the scheduled test dates to be completed by employees.
- Employees must submit completed questionnaires to the unit for the testing appointment.
- The Contractor's Medical Review staff shall comprehensively review the questionnaires in accordance with OSHA requirements.

Height, Weight and Vitals

- Contractor's Field Technicians shall collect screening data specifically in the areas of blood pressure, pulse, height and weight measurements as required by established testing protocols.
- Contractor's Medical Review staff shall review data.
- Data shall be noted in each employee's record.
- Contractor's screenings are conducted at the request of the employer and are not designed to replace the employee's personal Physician.
- Employees that exhibit abnormally high or low blood pressures shall be advised that they should follow-up with their Primary Care Physician to confirm test results and discuss additional medical follow-up if needed.

Pulmonary Function Testing (PFT)

- Contractor's Technicians shall be NIOSH-certified to perform Pulmonary Function Testing (PFT).
- Contractor shall test and analyze employees' Forced Expiratory Volume and Forced Vital Capacity.

Chest X-Ray with B-Reading

- Contractor shall use modern X-Ray equipment including digital X-Ray processing methods to produce diagnostic images with high resolution quality for readable images.
- Pursuant to the OSHA Silica Standard (CFR1926.1153); Contractor shall have readings conducted by a Radiologist certified by the American Board of Radiology and by NIOSH as a B-Reader under the ILO specification system for the reading of Chest X-Rays.

Physical Exam

- Contractor shall provide a Physician or other Licensed Health Care Professional herein both referred to as (PLHCP) to review the Vitals, PFT and completed respiratory questionnaire prior to conducting a physical.

Examination specific to OSHA's Silica Standard (CFR1926.1153). The PLHCP will be versed in the Contractor-specific protocols and testing procedures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.

TB Screening

- A skin test shall be used as a screening technique to determine if a participant has a TB infection. The PLHCP shall administer the TB Screening with an initial test material injection on the participant's forearm. Within 72 hours, the participant shall be able to see if there has been a reaction to the test.
- The Contractor shall provide a form to the participant to document the reaction. Instructions are left with the client on how to gather all the results post initial injection and how to provide them to the Contractor for review.

Recordkeeping

- Contractor shall maintain fit test history on each employee. Recordkeeping and employee confidentially shall comply with 29CFR1910.1020 per 1910.134m and Silica related recordkeeping outlined in 29CFR1926.1153.
- II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

To add the following pricing to attachment B:

Fee Structure Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 per day Medical Team Overtime Rate \$ 1,000.00 per hour PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 per day

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
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Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAF	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	l Price	Qty	Amt

PLHCP Overtime Rate \$ 315.00 per hour Extra Technician (up to 8 hours of testing) \$ 1,100.00 per day B-Reader Interpretation / ILO Classifications \$ 25.00 each TB Screening (minimum of 10 per package) \$ 250.00 per package Paper Respirator Questionnaire \$ 40.00 each Generator Fee (if shore power is not provided) \$ 250.00 per day Mailing Fee - Reports to Employee \$ 4.95 per letter

Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 Paper Respirator Questionnaire \$ 800.00 B-Reader Interpretation / ILO Classifications \$ 800.00 TB Screening \$ 1,000.00 Estimated Daily Fuel Surcharge \$ 35.00 Total Program Cost Projection \$ 10,585.00 Estimated Cost Per Exam \$ 329.69

Invoicing: Send all invoices to: VTrans Training Center 1716 US Route 302 Berlin, VT 05602

Attn: Robert Dabrowski, Rob Gentle, Kyle Record

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

STATE OF VERMONT CONTRACT AMENDMENT #5

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2020 to April 1, 2021.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States



0000277840 Supplier **Examinetics Inc** 10561 Barkley Place Ste 400 Overland Park KS 66212 **United States**

Contract ID		Page
000000000000000000000000000000000000000	0000031032	6 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
Description: CPS-ONSITE HEAR	RING & FIT TEST	Contract Maximum \$100,000.00

Phone #: 913/748-2000

Unit Max Max Line # Item ID Item Desc HOI Price Qty Amt

Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

STATE OF VERMONT **CONTRACT AMENDMENT #6**

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions are amended as follows:

To add the following pricing to attachment B:

Fee Structure Service Price

Multiphasic Unit - Full Day (8 Hours of Testing) \$ 6,435.00 per day Multiphasic Overtime \$ 1,030.00 per hour Physician Fee or PLHCP - Full Day (8 Hours of Testing) \$ 2,000.00 per day PLHCP Overtime Rate \$ 315.00 per hour

Mobile Unit - Full day (4-person unit with 1 OHS) up to 8 hours of testing \$1,370.00 per day Mobile Unit - Half Day (4-person unit with 1 OHS) up to 3 hours of testing \$1,030.00 per half day Technician only - up to 8 hours of testing (3 consecutive day minimum) \$1,200.00 per day

Other Fees (if applicable and/or utilized by Client:

Equipment Shipment Fee \$260.00

each

Lab Fee & Vaccines (if applicable and/or utilized by Client):

Skin: TB Tine

\$25.00 per test

Xray: Chest (PA) with "B" Read

\$25,00

per xray

Clearances/Work Relatedness Derterminations (if applicable and/or utilized by Client:

Work relatedness Review \$125.00 per review

Respirator Clearance, online

\$

30.00 per clearance

Respirator Clearance, paper, Examinetics' form \$ 40.00 per

clearance

Mailing fee for Paper Clearances

4.95 per package

Invoicing: Send all invoices to: VTrans Training Center

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States





Contract ID		Page
000000000000000000000000000000000000000	000031032	7 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAF	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

1716 US Route 302 Berlin, VT 05602

Attn: Robert Dabrowski, Rob Gentle, Kyle Record

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email:

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	0000031032	1 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAF	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	ON-SITE HEARING AND FIT RESPIRATOR TESTING AND RESPIRATORY & SILICA MEDICAL CLEARANCE SERVICE	EA	0.01000	0.00	0.00

STATE OF VERMONT Contract # 31032

STANDARD CONTRACT FOR SERVICES

- 1. Parties. This is a contract for services between the State of Vermont, Buildings & General Services (hereafter called "State"), and Examinetics Inc., with a principal place of business in Overland Park, KS, (hereafter called "Contractor"). Contractor's form of business organization is incorporated. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter. The subject matter of this contract is services generally on the subject of On-Site Hearing and Fit Testing. Detailed services to be provided by the contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$40,000.00.
- 4. Contract Term. The period of contractor's performance shall begin on April 1, 2016 and end on April 1, 2018.
- 5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.
- 6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- 8. Attachments. This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015).

- 9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	0000031032	2 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAI	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

CONTRACT #31032 AMENDMENT#1

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of 04/01/2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$40,000.00 to \$60,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April 1, 2018 to April 1, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] STATE OF VERMONT CONTRACT #31032 AMENDMENT#2

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract #31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section: Fit Respiratory Testing of Attachment B is amended by the addition of: \$25.00 per person charge for online medical clearance.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000031032		3 of 7
Contract Dates		Origin
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEAI	RING & FIT TEST	\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 3 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] CONTRACT #31032 AMENDMENT # 3

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$60,000.00 to \$80,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2019 to April 1, 2020.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000031032		4 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEARING & FIT TEST		\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

CONTRACT #31032 - CHANGE ORDER #4

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Attachment A is amended by the addition of the following: Respiratory & Silica Medical Clearance Service:

Respirator & Silica Medical Clearance Service

- Services shall be provided utilizing a mobile screening unit designed for multi-function testing including X- Ray. Are to test a minimum of 30 employees in an 8- hour period, subject to efficient scheduling and employee participation. Services must be in accordance with all applicable OSHA/VOSHA requirements.

Health Questionnaire

- Paper or electronic questionnaires shall be sent to the client in advance of the scheduled test dates to be completed by employees.
- Employees must submit completed questionnaires to the unit for the testing appointment.
- The Contractor's Medical Review staff shall comprehensively review the questionnaires in accordance with OSHA requirements.

Height, Weight and Vitals

- Contractor's Field Technicians shall collect screening data specifically in the areas of blood pressure, pulse, height and weight measurements as required by established testing protocols.
- Contractor's Medical Review staff shall review data.
- Data shall be noted in each employee's record.
- Contractor's screenings are conducted at the request of the employer and are not designed to replace the employee's personal Physician.
- Employees that exhibit abnormally high or low blood pressures shall be advised that they should follow-up with their Primary Care Physician to confirm test results and discuss additional medical follow-up if needed.

Pulmonary Function Testing (PFT)

- Contractor's Technicians shall be NIOSH-certified to perform Pulmonary Function Testing (PFT).
- Contractor shall test and analyze employees' Forced Expiratory Volume and Forced Vital Capacity.

Chest X-Ray with B-Reading

- Contractor shall use modern X-Ray equipment including digital X-Ray processing methods to produce diagnostic images with high resolution quality for readable images.
- Pursuant to the OSHA Silica Standard (CFR1926.1153); Contractor shall have readings conducted by a Radiologist certified by the American Board of Radiology and by NIOSH as a B-Reader under the ILO specification system for the reading of Chest X-Rays.

Physical Exam

- Contractor shall provide a Physician or other Licensed Health Care Professional herein both referred to as (PLHCP) to review the Vitals, PFT and completed respiratory questionnaire prior to conducting a physical.

Examination specific to OSHA's Silica Standard (CFR1926.1153). The PLHCP will be versed in the Contractor-specific protocols and testing procedures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.

TB Screening

- A skin test shall be used as a screening technique to determine if a participant has a TB infection. The

State of Vermont

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> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	000031032	5 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEARING & FIT TEST		\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

Unit Max Max Line # Item ID Item Desc UOM Price Qty Amt

PLHCP shall administer the TB Screening with an initial test material injection on the participant's forearm. Within 72 hours, the participant shall be able to see if there has been a reaction to the test.

- The Contractor shall provide a form to the participant to document the reaction. Instructions are left with the client on how to gather all the results post initial injection and how to provide them to the Contractor for review.

Recordkeeping

- Contractor shall maintain fit test history on each employee. Recordkeeping and employee confidentially shall comply with 29CFR1910.1020 per 1910.134m and Silica related recordkeeping outlined in 29CFR1926.1153.
- II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

To add the following pricing to attachment B:

Fee Structure Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 per day Medical Team Overtime Rate \$ 1,000.00 per hour PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 per day PLHCP Overtime Rate \$ 315.00 per hour Extra Technician (up to 8 hours of testing) \$ 1,100.00 per day B-Reader Interpretation / ILO Classifications \$ 25.00 each TB Screening (minimum of 10 per package) \$ 250.00 per package Paper Respirator Questionnaire \$ 40.00 each Generator Fee (if shore power is not provided) \$ 250.00 per day Mailing Fee - Reports to Employee \$ 4.95 per letter

Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 Paper Respirator Questionnaire \$ 800.00 B-Reader Interpretation / ILO Classifications \$ 800.00 TB Screening \$ 1,000.00 Estimated Daily Fuel Surcharge \$ 35.00 Total Program Cost Projection \$ 10,585.00 Estimated Cost Per Exam \$ 329.69

Invoicing: Send all invoices to: VTrans Training Center 1716 US Route 302 Berlin, VT 05602

Attn: Robert Dabrowski, Rob Gentle, Kyle Record

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment

State of Vermont

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> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page
000000000000000000000000000000000000000	000031032	6 of 7
Contract Dates		Origin
04/01/2016 to 04/0)1/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEARING & FIT TEST		\$100,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 5 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] CONTRACT #31032 AMENDMENT # 5

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2020 to April 1, 2021.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

Max

Max

Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 **United States**

Contract ID		Page
000000000000000000000000000000000000000	0000031032	7 of 7
Contract Dates	Origin	
04/01/2016 to 04/0	01/2021	CPS
Description:		Contract Maximum
CPS-ONSITE HEARING & FIT TEST		\$100,000.00
Buyer Name	Buyer Phone	Contract Status

Unit

UOM

Phone #: 913/748-2000

Line #	Item ID		Item Desc					UOM	Price	Qty	Amt
	WE	THE	UNDERSIGNED	PARTIES	AGREE	TO BE	BOUND	BY THIS	CONTRACT		
By the	e STATE o	f VERM	IONT				By the	e CONTRACI	OR		
Date:_							Date:				
Signat	ture:						Signat	ture:			
Name:_	Christop	her Co	ole				Name:				
	Commiss	sioner	- Buildings & Gene	ral Services							
Title	:						Title	:			
Email	:						Email	:			

State of Vermont

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Contract ID		Page	
000000000000000000000000000000000000000	1 of 6		
Contract Dates	Contract Dates		
04/01/2016 to 04/0	04/01/2016 to 04/01/2020		
Description:	Description:		
CPS-ONSITE HEAF	RING & FIT TEST	\$80,000.00	
Buyer Name	Buyer Phone	Contract Status	
Deborah L LaRose	828-4635	Approved	

Phone #: 913/748-2000

	. 0.00. 10 2000				
Line # Hem ID	Home Dage	шом	Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	ON-SITE HEARING AND FIT RESPIRATOR TESTING AND RESPIRATORY & SILICA MEDICAL CLEARANCE SERVICE	EA	0.01000	0.00	0.00

STATE OF VERMONT Contract # 31032

STANDARD CONTRACT FOR SERVICES

- 1. Parties. This is a contract for services between the State of Vermont, Buildings & General Services (hereafter called "State"), and Examinetics Inc., with a principal place of business in Overland Park, KS, (hereafter called "Contractor"). Contractor's form of business organization is incorporated. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter. The subject matter of this contract is services generally on the subject of On-Site Hearing and Fit Testing. Detailed services to be provided by the contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$40,000.00.
- 4. Contract Term. The period of contractor's performance shall begin on April 1, 2016 and end on April 1, 2018.
- 5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.
- 6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- 8. Attachments. This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015).

- 9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page	
000000000000000000000000000000000000000	2 of 6		
Contract Dates	Contract Dates		
04/01/2016 to 04/0	04/01/2016 to 04/01/2020		
Description:	Contract Maximum		
CPS-ONSITE HEARING & FIT TEST		\$80,000.00	
Buyer Name	Buyer Phone	Contract Status	
Deborah L LaRose	828-4635	Approved	

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

CONTRACT #31032 AMENDMENT#1

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of 04/01/2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$40,000.00 to \$60,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April 1, 2018 to April 1, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] STATE OF VERMONT CONTRACT #31032 AMENDMENT#2

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract #31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section: Fit Respiratory Testing of Attachment B is amended by the addition of: \$25.00 per person charge for online medical clearance.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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Contract ID		Page
000000000000000000000000000000000000000	3 of 6	
Contract Dates	Origin	
04/01/2016 to 04/01/2020		CPS
Description:	Contract Maximum	
CPS-ONSITE HEARING & FIT TEST		\$80,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 3 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] CONTRACT #31032 AMENDMENT # 3

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

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- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2019 to April 1, 2020.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page	
000000000000000000000000000000000000000	000000000000000000031032		
Contract Dates	Contract Dates		
04/01/2016 to 04/0	04/01/2016 to 04/01/2020		
Description:	Description:		
CPS-ONSITE HEARING & FIT TEST		\$80,000.00	
Buyer Name	Buyer Phone	Contract Status	
Deborah L LaRose	828-4635	Approved	

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

CONTRACT #31032 - CHANGE ORDER #4

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Attachment A is amended by the addition of the following: Respiratory & Silica Medical Clearance Service:

Respirator & Silica Medical Clearance Service

- Services shall be provided utilizing a mobile screening unit designed for multi-function testing including X- Ray. Are to test a minimum of 30 employees in an 8- hour period, subject to efficient scheduling and employee participation. Services must be in accordance with all applicable OSHA/VOSHA requirements.

Health Questionnaire

- Paper or electronic questionnaires shall be sent to the client in advance of the scheduled test dates to be completed by employees.
- Employees must submit completed questionnaires to the unit for the testing appointment.
- The Contractor's Medical Review staff shall comprehensively review the questionnaires in accordance with OSHA requirements.

Height, Weight and Vitals

- Contractor's Field Technicians shall collect screening data specifically in the areas of blood pressure, pulse, height and weight measurements as required by established testing protocols.
- Contractor's Medical Review staff shall review data.
- Data shall be noted in each employee's record.
- Contractor's screenings are conducted at the request of the employer and are not designed to replace the employee's personal Physician.
- Employees that exhibit abnormally high or low blood pressures shall be advised that they should follow-up with their Primary Care Physician to confirm test results and discuss additional medical follow-up if needed.

Pulmonary Function Testing (PFT)

- Contractor's Technicians shall be NIOSH-certified to perform Pulmonary Function Testing (PFT).
- Contractor shall test and analyze employees' Forced Expiratory Volume and Forced Vital Capacity.

Chest X-Ray with B-Reading

- Contractor shall use modern X-Ray equipment including digital X-Ray processing methods to produce diagnostic images with high resolution quality for readable images.
- Pursuant to the OSHA Silica Standard (CFR1926.1153); Contractor shall have readings conducted by a Radiologist certified by the American Board of Radiology and by NIOSH as a B-Reader under the ILO specification system for the reading of Chest X-Rays.

Physical Exam

- Contractor shall provide a Physician or other Licensed Health Care Professional herein both referred to as (PLHCP) to review the Vitals, PFT and completed respiratory questionnaire prior to conducting a physical.

Examination specific to OSHA's Silica Standard (CFR1926.1153). The PLHCP will be versed in the Contractor-specific protocols and testing procedures required by the Contractor's Medical Director. All PLHCPs utilized by the Contractor shall be licensed in the State of Vermont.

TB Screening

- A skin test shall be used as a screening technique to determine if a participant has a TB infection. The

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID		Page	
000000000000000000000000000000000000000	5 of 6		
Contract Dates	Contract Dates		
04/01/2016 to 04/0	04/01/2016 to 04/01/2020		
Description:	Description:		
CPS-ONSITE HEARING & FIT TEST		\$80,000.00	
Buyer Name	Buyer Phone	Contract Status	
Deborah L LaRose	828-4635	Approved	

Phone #: 913/748-2000

Unit Max Max Line # Item ID Item Desc UOM Price Qty Amt

PLHCP shall administer the TB Screening with an initial test material injection on the participant's forearm. Within 72 hours, the participant shall be able to see if there has been a reaction to the test.

- The Contractor shall provide a form to the participant to document the reaction. Instructions are left with the client on how to gather all the results post initial injection and how to provide them to the Contractor for review.

Recordkeeping

- Contractor shall maintain fit test history on each employee. Recordkeeping and employee confidentially shall comply with 29CFR1910.1020 per 1910.134m and Silica related recordkeeping outlined in 29CFR1926.1153.
- II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

To add the following pricing to attachment B:

Fee Structure Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 per day Medical Team Overtime Rate \$ 1,000.00 per hour PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 per day PLHCP Overtime Rate \$ 315.00 per hour Extra Technician (up to 8 hours of testing) \$ 1,100.00 per day B-Reader Interpretation / ILO Classifications \$ 25.00 each TB Screening (minimum of 10 per package) \$ 250.00 per package Paper Respirator Questionnaire \$ 40.00 each Generator Fee (if shore power is not provided) \$ 250.00 per day Mailing Fee - Reports to Employee \$ 4.95 per letter

Service Price

Mobile Unit Fee - Full Day (8 Hours of Testing) \$ 6,250.00 PLHCP Fee - Full Day (8 Hours of Testing) \$ 1,700.00 Paper Respirator Questionnaire \$ 800.00 B-Reader Interpretation / ILO Classifications \$ 800.00 TB Screening \$ 1,000.00 Estimated Daily Fuel Surcharge \$ 35.00 Total Program Cost Projection \$ 10,585.00 Estimated Cost Per Exam \$ 329.69

Invoicing: Send all invoices to: VTrans Training Center 1716 US Route 302 Berlin, VT 05602

Attn: Robert Dabrowski, Rob Gentle, Kyle Record

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID	Page		
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Contract Dates	Origin		
04/01/2016 to 04/0	04/01/2016 to 04/01/2020		
Description:	Contract Maximum		
CPS-ONSITE HEARING & FIT TEST		\$80,000.00	
Buyer Name	Buyer Phone	Contract Status	
Deborah I LaPose	929 4625	Approved	

Phone #: 913/748-2000

				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
in alama	d Cantraa	tor is not propositly deborred syspended	nor named on the Ctatala deharmant list at:			

is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 6 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STAT	'E of VERMONT	By the CONTRACTOR
Date:		Date:
Signature:_		Signature:
Name:	Christopher Cole	Name:
	Commissioner	
Title:		Title:
Email:	Buildings & General Services	Email:

State of Vermont

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Contract ID	Page			
000000000000000000000000000000000000000	1 of 4			
Contract Dates	Origin			
04/01/2016 to 04/0	CPS			
Description:	Contract Maximum			
CPS-ONSITE HEAF	RING & FIT TEST	\$80,000.00		
Buyer Name	Buyer Phone	Contract Status		
Deborah L LaRose	828-4635	Approved		

Phone #: 913/748-2000

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	ON-SITE HEARING AND FIT RESPIRATOR TESTING	EA	0.01000	0.00	0.00

STATE OF VERMONT Contract # 31032

STANDARD CONTRACT FOR SERVICES

- 1. Parties. This is a contract for services between the State of Vermont, Buildings & General Services (hereafter called "State"), and Examinetics Inc., with a principal place of business in Overland Park, KS, (hereafter called "Contractor"). Contractor's form of business organization is incorporated. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- 2. Subject Matter. The subject matter of this contract is services generally on the subject of On-Site Hearing and Fit Testing. Detailed services to be provided by the contractor are described in Attachment A.
- 3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$40,000.00.
- 4. Contract Term. The period of contractor's performance shall begin on April 1, 2016 and end on April 1, 2018
- 5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.
- 6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.
- 8. Attachments. This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 09/01/2015).

- 9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:
 - (1) Standard Contract
 - (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
 - (3) Attachment A
 - (4) Attachment B

CONTRACT #31032 AMENDMENT#1

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

> Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212 United States



Contract ID	Page			
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Contract Dates	Origin			
04/01/2016 to 04/0	01/2020	CPS		
Description:	Contract Maximum			
CPS-ONSITE HEAI	RING & FIT TEST	\$80,000.00		
Buyer Name	Buyer Phone	Contract Status		
Deborah L LaRose	828-4635	Approved		

Phone #: 913/748-2000

Unit Max Max Line # Item ID Item Desc UOM Price Qty Amt

between them originally dated as of 04/01/2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$40,000.00 to \$60,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April 1, 2018 to April 1, 2019. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 7 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] STATE OF VERMONT CONTRACT #31032 AMENDMENT#2

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Examinetics Inc, with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract #31032, as amended to date, (the "Contract") is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section: Fit Respiratory Testing of Attachment B is amended by the addition of: \$25.00 per person charge for online medical clearance.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

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Contract ID	Page	
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Contract Dates	Origin	
04/01/2016 to 04/0	01/2020	CPS
Description:	Contract Maximum	
CPS-ONSITE HEAF	RING & FIT TEST	\$80,000.00
Buyer Name	Buyer Phone	Contract Status
Deborah L LaRose	828-4635	Approved

Phone #: 913/748-2000

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

(officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 3 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank] CONTRACT #31032 AMENDMENT # 3

STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Examinetics Inc., with a principal place of business in Overland Park, KS (the "Contractor") that the contract between them originally dated as of April 1, 2016, Contract # 31032, as amended to date, (the "Contract") is hereby amended as follows:

- I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$60,000.00 to \$80,000.00, representing an increase of \$20,000.00.
- II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from April, 1, 2019 to April 1, 2020.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing-contracting/debarment

This document consists of 11 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

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State of Vermont

Buildings and General Services Office of Purchasing & Contracting 109 State St Montpelier VT 05609-3001 United States

Contract ID Page 0000000000000000000031032 4 of 4 Contract Dates Origin 04/01/2016 to 04/01/2020 CPŠ Description: Contract Maximum **CPS-ONSITE HEARING & FIT TEST** \$80,000.00

Contract Status

Approved

Buyer Phone

Supplier 0000277840 Examinetics Inc 10561 Barkley Place Ste 400 Overland Park KS 66212

Phone #: 913/748-2000

United States

Line # Item ID	ı	Item Desc				UOM	Unit Price	Max Qty	Max Amt
7	WE THE	UNDERSIGNED	PARTIES	AGREE	TO BE	BOUND BY THIS CO	NTRACT		
By the STATE	of VERM	IONT				By the CONTRACTOR			
Date:						Date:			
Signature:						Signature:			
Name:						Name:			
Title:						Title:			
Email:						Email:			

Buyer Name

Deborah L LaRose 828-4635