

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

**MEMORANDUM OF UNDERSTANDING
BETWEEN HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND THE HIDALGO COUNTY SHERIFF'S DEPARTMENT**

This Agreement is made effective as of this 27th day of May, 2025, by and between the **HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT PUBLIC HEALTH BIO SAFETY LABORATORY** (hereinafter referred to as "HHSD") and the **HIDALGO COUNTY SHERIFF'S DEPARTMENT** (hereinafter referred to as "SHERIFF'S"), collectively referred to as the "Parties".

WHEREAS, HHSD and SHERIFF'S are divisions of the County of Hidalgo, Texas;

WHEREAS, SHERIFF'S is responsible for providing basic health related services to inmates detained at the Hidalgo County Detention Facility;

WHEREAS, SHERIFF'S and HHSD desire to enter into this Agreement for the public purpose of conducting (**LABORATORY SERVICES**) provided by the Hidalgo County Health and Human Services Department (the "Services") to individuals under SHERIFF'S supervision in its Hidalgo County Detention Facility;

WHEREAS, SHERIFF'S and HHSD desire to enter into this mutual agreement to serve the parties' objectives in improving the health, safety, and welfare of the citizens of the County, including those individuals under SHERIFF'S supervision in its Hidalgo County Detention Facility; and

NOW THEREFORE, HHSD and SHERIFF'S hereby agree as follows:

- 1. HHSD Responsibilities:** HHSD, through its **Public Health Laboratory**, agrees to the following:
 - a. that it will conduct Lab Specimen Pick- Up in accordance with the Criteria laid out in **Appendix A**, attached hereto;
 - b. that it will assign each patient a Unique identification number (MRN and Lab Testing Number);
 - c. that it will perform quality laboratory testing on all patient samples in accordance with Appendix A;
 - d. Reporting and Deliverables- that standard turnaround time will be 3-5 business days, via fax or electronic transmission;
 - e. that it will provide client support; and
 - f. that it will provide specimen collection requirements, order requisition and biohazard bags.

2. **SHERIFF'S Responsibilities:** The SHERIFF'S agrees to the following:
 - a. that it will compensate HHSD for the Services performed by HHSD in the amounts provided on the Service Fee Schedule attached as **Appendix A**;
 - b. that it will pay the Monthly invoices provided by HHSD for services rendered in accordance with the Texas Prompt Payment Act;
 - c. that it will schedule and coordinate for pick up services with the HHSD;
 - d. that a SHERIFF'S employee shall do all patient collects for services through HHSD;
 - e. that it will request medical records created as a result of this agreement from the HHSD in writing;
 - f. that it will maintain any medical records in its possession in a confidential manner in accordance with applicable law; and
 - g. that SHERIFF'S will appoint liaison(s) to facilitate this agreement with the HHSD.

3. **Confidential information:** Medical records produced as part of this agreement are subject to the confidentiality provisions of House Bill (HB) 300, the Health Insurance Portability and Accountability Act (HIPAA), HIPAA Regulations, Health Information Technology for Economic and Clinical Health (HITECH Act) and state law, including the Texas Medical Records Privacy Act.

4. **Term of Agreement:** This Agreement shall be in effect for a one (1) year period effective on the date indicated above and shall automatically renew for successive one (1) year periods at the same terms, rates and conditions until terminated by either party as provided herein. SHERIFF'S understands that from time to time, HHSD may modify its rates for the services covered by this agreement. Parties may agree to a written amendment of this agreement to incorporate the new rates.

5. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. The parties intend this provision to be a continuing right to terminate this Agreement.

6. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. No funding will be provided by either party to the other under this Agreement.

7. **Notice:** All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein:

IF TO HHSD: Hidalgo County Health and Human Services Department
Attention: Director
Address: 1304 S. 25th Ave.
Edinburg, TX 78542

WITH COPY TO: Hidalgo County
Attention: County Judge
Address: 100 East Cano St., 2nd Floor
Edinburg, TX 78539

IF TO SHERIFF'S: Hidalgo County Sheriff's Office
Attn: Director
Address: 3100 S. Business 281
P.O. Box 970
Edinburg, Texas 78539

8. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the SHERIFF'S and HHSD, and not otherwise.
9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.
10. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
11. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 27, 2025.

Agenda Item No. 99266

Executive Office: _____

**HIDALGO COUNTY
SHERIFFS DEPARTMENT:**

**HIDALGO COUNTY HEALTH AND
HUMAN SERVICES DEPARTMENT:**

Sheriff JE "Eddie" Guerra

COUNTY OF HIDALGO, TEXAS:

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Hidalgo County
Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:

Michelle Lopez, ADA

Arturo Guajardo, Jr., County Clerk

Appendix A

SERVICES REQUIRED:

The vendor shall provide qualified and trained personnel and certified licensed facilities for the laboratory services. Laboratory Testing services shall include but not limited to the following services:

Item #	Diagnostic Procedures	CPT Code	Unit Cost
1	Complete Blood Count (CBC)	85025	\$ 6.53
2	Complete Metabolic Panel (CMP)	80053	\$8.87
3	Basic Metabolic Panel (BMP)	80048	\$7.11
4	Lipid Panel	80061	\$11.25
5	TSH High Sensitivity	84443	\$14.11
6	TSH reflex/FT4	84443/84439	\$14.11+\$7.58
7	T3, Uptake	84479	\$5.43
8	T4, total	84436	\$5.77
9	T4, free	84439	\$7.58
10	Hgb A1C	83036	\$8.16
11	HIV-1/HIV2 Ag/Ab	87389	\$20.23
12	Syphilis	86780	\$11.12
13	Valporic Acid	80164	\$11.37
14	Carbamazepine	80156	\$12.24
15	Ck, Total	82550	\$5.47
	STAT FEE PER PATIENT		\$25.00

Outsourced Testing Services

Tests that are not performed in-house by the Laboratory may be outsourced to a qualified, contracted third-party laboratory. In such cases:

- The Client will be notified of the need for third-party testing, when applicable.
- All outsourced tests will be performed under the same quality and reporting standards as in-house services.
- Charges for outsourced testing will be billed to the Client at the Medicaid reimbursement rates applicable at the time of service.
- A copy of the third-party laboratory's results will be included in the Client's final report package.

Lab Specimen Pick-Up Criteria

To ensure the integrity, safety, and timely processing of samples, the following criteria shall apply to all specimen pick-ups conducted by or on behalf of the Laboratory:

1. Scheduling & Notification

- Clients must schedule specimen pick-up at least **1 hour** via phone 956-292-7765.
- Same-day pick-up may be accommodated based on availability and urgency (rush fees may apply).
- Pick-up requests must include:
 - Adequate patient identification information(name)
 - Patient sex
 - Patient date of birth
 - Client name and address, physician or authorized person name
 - Contact person and phone number
 - Tests requested
 - Date and time of specimen collection
 - Source of specimen when appropriate
 - Clinical information, when appropriate

2. Packaging Requirements

All specimens must be:

- **Properly labeled** with sample ID, date/time of collection, and sample type.
- **Sealed and leak-proof** using appropriate containers (e.g., screw-cap tubes, sample bags).
- **Packaged in** -biohazard bags provided by lab

3. Pick-Up Window

- Standard pick-up hours: **Monday to Friday, 8:00 AM – 4:00 PM**
- After-hours or weekend pick-up may be arranged by special request (additional charges may apply).

- Samples must be ready and accessible for pick-up at the agreed time and location.

4. Safety & Compliance

- The Client is responsible for compliance with all applicable regulations regarding the transport of hazardous or infectious materials.
- The Laboratory reserves the right to **refuse pick-up** of improperly packaged, unlabeled, or unsafe samples.

5. Specimen Transport and Tracking

- A signed chain-of-custody form must be transferred with the specimen(s) at the time of pick-up.
- The Laboratory courier will sign and timestamp receipt of the specimens.
- Any discrepancies in sample labeling, quantity, or packaging will be documented at the time of collection.

6. Liability

- The Laboratory is responsible for sample integrity **from the time of confirmed pick-up**.
- The Client retains responsibility for proper collection, labeling, and packaging of specimens prior to pick-up.