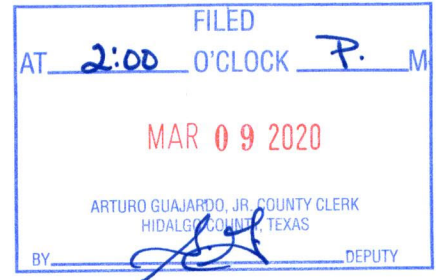


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-20-001-02-26



THIS CONTRACT is made and entered into this 26TH day of February 2020, by and between the County of Hidalgo, Texas ("County"), and Lab Services, Inc. ("Company").

WHEREAS, County requested responses to notices for: “Drug and Alcohol Testing Services” on an as needed basis for the County of Hidalgo (the “Services”). A copy of the procurement packet, including applicable specifications, is attached hereto as Exhibit “A”, and is incorporated herein for all purposes (“Procurement Packet”); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company’s response to the Procurement Packet is attached hereto as Exhibit “B”, (“Response”) and is incorporated herein for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in the Procurement Packet and Company’s Response. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **two (2) year(s)**, commencing on **March 12, 2020** and expiring on **March 11, 2022**, and may be extended at the sole discretion of the County for an additional **two (2) one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to

also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. **Indemnification.** Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. **Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

If to Company: Lab Services, Inc.
 Attn: Ricardo Gaytan Jr.
 2031 E. Griffin Pkwy
 Mission, Texas 78572

13. **Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

18. **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 parties hereto, and not otherwise.

19. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

20. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

21. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

22. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO



 ATTEST: Arturo Guajardo Jr.

 Arturo Guajardo Jr., County Clerk

Richard F. Cortez

 Richard F. Cortez, County Judge

APPROVED BY
 COMMISSIONERS' COURT
 ON: 2/26/20

Company: Lab Services, Inc.

By: Ricardo Gaytan, Jr. 3-4-20

 Ricardo Gaytan, Jr., Laboratory Director

Approved By Commissioners Court On: 2/26/20

APPROVED AS TO FORM:
 Office of the Criminal District Attorney
 Ricardo Rodriguez, Jr.

By: Robert Viña III

 Robert Viña III, Assistant District Attorney

REQUEST FOR BID
(RFB)
PROCUREMENT
PACKET



HIDALGO COUNTY

REQUEST FOR BIDS

"Drug & Alcohol Testing for H.C. Employees"

RFB No.: 2020-001-02-05-YZV

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 10 of Legal Notice
- Exhibit "B" Bid Page
- Exhibit "C" -Acknowledgement forms (pages 4 & 5)
- Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)
- Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE
- Exhibit "F" Certification Regarding Debarment
- Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
- Exhibit "J" Proposer's Affidavit
- SAMS.gov Registration Acknowledgement www.sam.gov
- One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of Bid(s), and one (1) CD/USB in PDF Format (see number 2 of Legal Notice).

REQUEST FOR BID LEGAL NOTICE
For
HIDALGO COUNTY (All Funding Sources, Programs and Entities)

“Drug & Alcohol Testing for H.C. Employees”
RFB No.: 2020-001-02-05-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Firm: LAB SERVICES INC
Address: 2031 E GRIFFIN PKWY
By: RICHARDO GAYMAN MT (ASCP)
Printed Name: RMG
Title: LABORATORY DIRECTOR

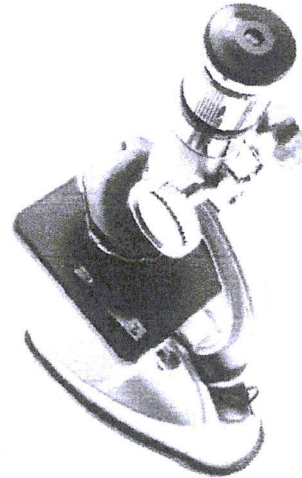


Mission - LabServices, Inc.

2031 E. Griffin Pkwy
Mission, TX 78572

Hours

Mon-Fri 8:00am-12:00N, 1:30pm-5:00pm
Sat 8:00am-12:00noon by appointment
Main: 956-424-3000 (answered after hours)
Fax: 956-424-3939
Email: 4labservices@gmail.com



McAllen - LabServices, Inc.

2604 W Pecan Blvd
McAllen, TX 78501

Hours

Mon-Fri 8:00-5:00pm
By FORMFOX appointment 956-424-3000

Pharr - LabServices, Inc.

1315 W Polk, Ste. 20
Pharr, TX 78577

Hours

Mon-Fri 8:00-5:00pm
By FORMFOX appointment 956-424-3000

Services offered as a Clinical Medical Laboratory - CLIA certified since 2003

- **Drug & Alcohol Testing (DOT & Non-DOT)**
- **Hair Drug Testing**
- **DNA Paternity Testing**
- **Health & Wellness Blood & Urine Testing**
- **Phlebotomy Home Services "We-Go-To-You"**
- **Electronic CCF orders and results FORMFOX**

Richard Gaytan MT(ASCP)

Laboratory Director

Cell # 956-561-6493

www.labservicesinc.com

Insurance Requirement Acknowledgment

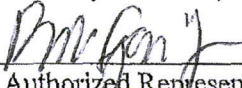
I, RICHARD GAYMAN, authorized representative for LAB SERVICES INC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

have already been met, see attached copy of insurance certificate.


Authorized Representative

02-03-20
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

page C-4

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, UAB SERVICES INC, possess all of the APPLICABLE:

1. Licenses: CLIA # 45D101046D

2. Bond (if applicable) _____

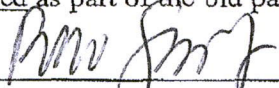
3. Certificates: Certificate of Incorporation, Franchise Tax Account Status-Active,
ASCP MEMBER, CLEARING HOUSE - FMCSA - REGISTERED.

4. Permits: _____

5. Other: CMS Provider w/ NPI # 168966580, SAM registered

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.


Authorized Signature

02-03-20
Date

UAB SERVICES INC
Company

2031 E GRIFFIN PKWY
Address

MISSION TX 78572
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

page C-5

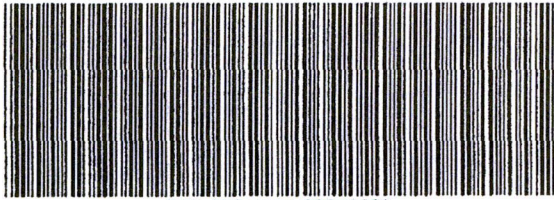
EXHIBIT "D"

COPY

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p> <p><u>LAB SERVICES, INC - RICHARD GAYTAN JR</u></p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p><u>NA</u> _____ Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4 <u>Richard Gaytan Jr</u> Signature of person doing business with the governmental entity</p> <p><u>02-03-16</u> Date</p>		

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)



Doc-2685062

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

COPY

VG-120-2016-2685062

Document No: 2685062

Billable Pages: 1

Recorded On: February 12, 2016 09:19 AM

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2685062
Receipt No: 20160212000070
Recorded On: February 12, 2016 09:19 AM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:

LabServices, Inc.
2031 E Griffin Pkwy
original returned to customer
Mission TX 78572



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

" E "

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	LABSERVICES INC	Telephone No. (956) 424-3000
dba Name:		
Legal Name:		
Mailing Address:	2031 E GRIFFIN PKWY	Fax No. (956) 424-3939
Physical Address:		
City, State, Zip	MISSION TX 78592	Tax I.D. No. 02-0676720
Remit to Address :	City, State, Zip	
E-Mail Address:	labservicesinc@yahoo.com	
Representative(s) Name(s) & Title(s)	RICARDO GAYTAN JR - DIRECTOR	
Type of Organization (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No.	(Please attached completed W-9 form with this application)	
	Federal Identification No. or (if individual) SS No.	
State of Incorporation:	TEXAS	Date: 03/2003 Other:
Type of Business (check one):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	RICARDO GAYTAN, JR.	
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:	Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input checked="" type="checkbox"/> Less than 250,000 annual gross receipt	<input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No (N/A) or are Certificate(s) attached?:	
What type of product(s) is/are solicited by your company?:	Clinical laboratory testing / drug testing	
Would you like to be provided with specifications for procurements of such products?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing):	Date Rec'd by (Purchasing):	
Date Forwarded Information to Auditor's Office:	Entry Date:	Vendor No.:

"E"

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. LAB SERVICES INC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 2031 E GRIFFIN PKWY	Requester's name and address (optional) HIDALGO COUNTY PURCHASING DEPT 2802 S. BUS. HWY 281 EDINBURG, TX 78539
6 City, state, and ZIP code MISSION, TX, 78572	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	0	2		-	0	6	7	6	7	2	0		
0	2		-	0	6	7	6	7	2	0			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 02-03-20
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

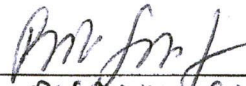
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit "F"

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: RICHARD GANTMAN JR
Title: LABORATORY DIRECTOR
Telephone Number: 956-424-3000
Date: 02-03-20

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

"H"

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, VMB SERVICES INC
certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, VMB SERVICES INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

[Signature]
Signature of Contractor's Authorized Official

RICARDO GAYARRI MT (ASCP) DIRECTOR
Name and Title of Contractor's Authorized Official

02-03-20
Date

RH''

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: LAB SERVICES INC

Printed Name and Title of Authorized Representative: RICARDO GAYTAN MT (ASST)

Signature of Authorized Representative: 

Date: 02-03-20

Exhibit "J"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, RICHARD GASTON, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

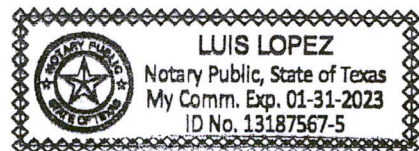
Signature/Title: _____

[Handwritten Signature]

Subscribed and sworn to before me this 3rd day of Feb., 2020.

[Handwritten Signature]

Notary Public



My commission expires: 1-31, 2023

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

Lab Services Inc
DUNS: 191526453 CAGE Code: 82F83
Status: Active
Expiration Date: 12/10/2020
Purpose of Registration: All Awards

2031 E GRIFFIN PKWY
MISSION, TX, 78572-3222
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 191526453
Name: Lab Services Inc
Business Type: Business or Organization
Last Updated By: Ricardo Gaytan
Registration Status: Active
Activation Date: 12/11/2019
Expiration Date: 12/10/2020

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200124-1615
WWW5

[Search Records](#) [Disclaimers](#) [FAPIS.gov](#)
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)
[About](#) [USA.gov](#)
[Help](#)



RESPONSIBLE PROSPECTIVE BIDDER STATEMENT

RE: RFB No. 2020-001-02-05-YZV Drug & Alcohol Testing for HC Employees

Lab Services, Inc. meets standards for a Responsible Prospective Bidder and affirmatively demonstrates its responsibility.

1. Lab Services, Inc. maintains a Certificate of Account Status indicating "ACTIVE" with the Texas Comptroller of Public Accounts in the state of Texas.
2. Lab Services, Inc. maintains financial resources as required to perform under the bid with disclosure of financial records to authorized auditor upon request.
3. Lab Services, Inc. is able to comply with proposed delivery schedule under the bid with THREE physical locations in Pharr, McAllen and Mission Texas.
4. Lab Services, Inc. has a satisfactory record of performance, integrity, and ethics evidenced by current list of customer retention rate for services.
5. Lab Services, Inc. is qualified and eligible to receive awards based on education, training and experience with evidence of CLIA certificate and professional association with the American Society of Clinical Pathology (ASCP), registered with CMS and SAM government agencies, evidence with standard insurance requirements.

A handwritten signature in black ink, appearing to read "Ricardo Gaytán, Jr.", is written over a horizontal line.

Ricardo Gaytán, Jr. MT(ASCP)
Laboratory Director

Enclosures



DRUG & ALCOHOL DIVISION

DESCRIPTION OF SERVICES

Lab Services, Inc. provides urine drug specimen and/or breath alcohol testing pursuant to the requested Employer's, City's or County's Drug and Alcohol Policy with an approved laboratory service agreement.

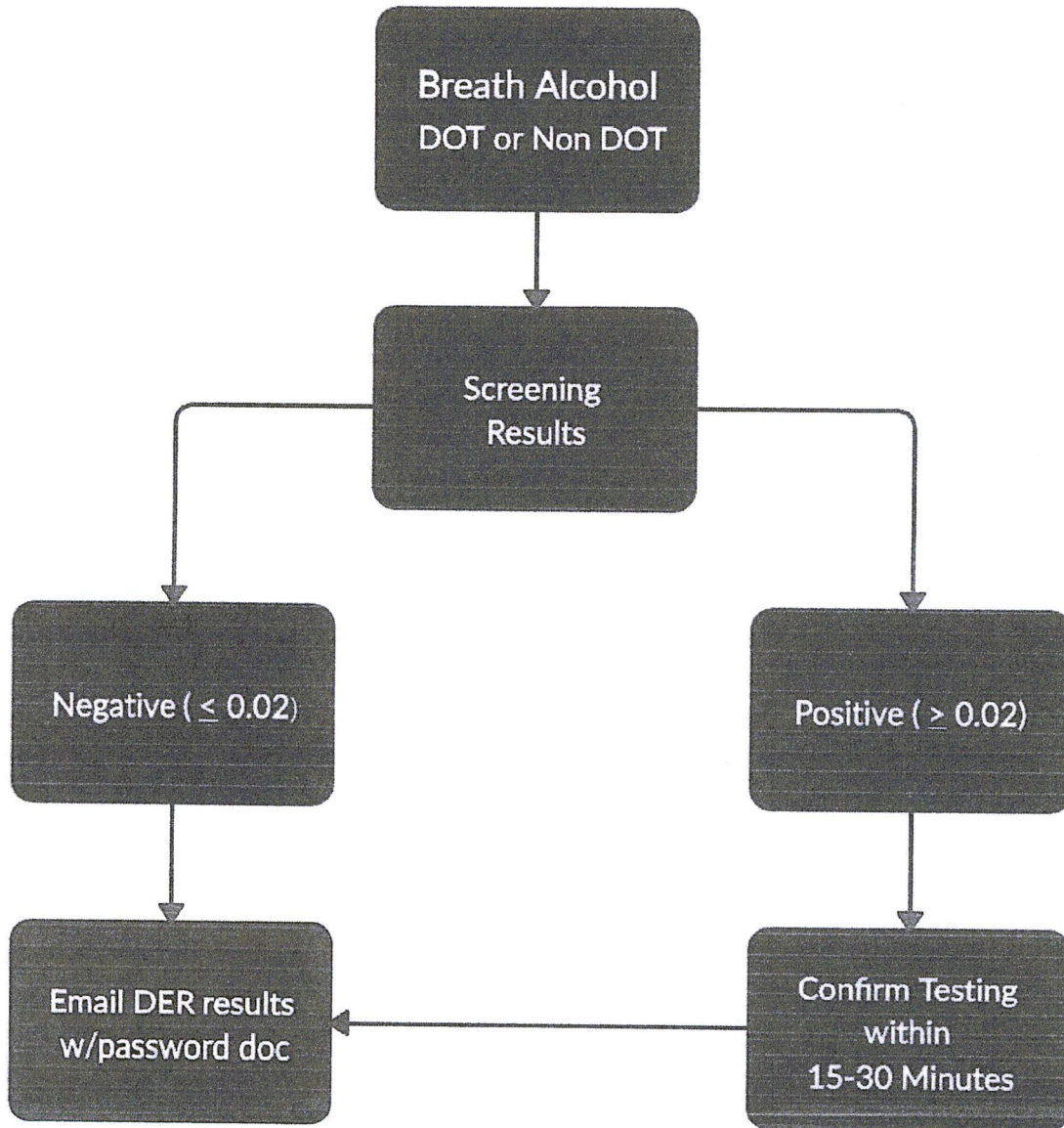
All information provided and shared is maintained confidential and delivered only to authorized personnel with electronic communications password protected. The services provided will utilize the US Department of Transportation (DOT) guidelines 49 CR Part 40 as reference for the collection and processing of all samples with exceptions document.

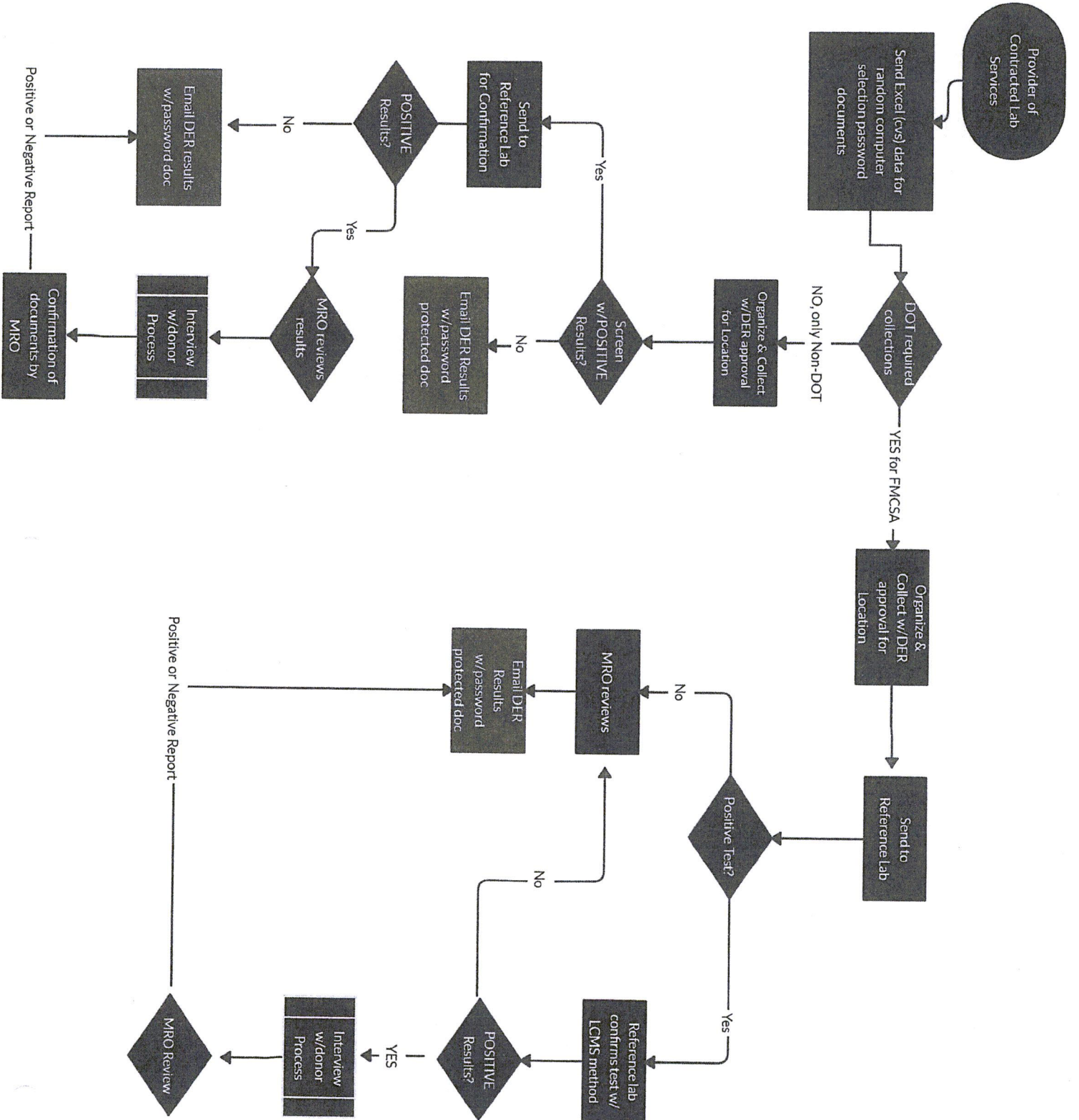
A list with employee's name and one identification number is utilized to produce a computer generated random list. The generated list will be verified by requestor and scheduled for administering random, scheduled, or unannounced testing. The site of testing locations and bathrooms is pre-determined and monitored to prevent tampering of samples. Reasonable suspicion testing does not require a generated list and is approved by trained supervisor.

Initial urine drug screening for non-DOT samples will be collected by split samples and tested by qualified personnel at Lab Services, Inc. using enzyme multiplied immunoassay techniques (EMIT) or CLIA waived assays. Any non-negative results will be sent for confirmation by gas chromatography/mass spectrometry (GC/MS/LC) or equivalent at SAMHSA (Substance Abuse and Mental Health Service Administration/Department of Health and Human Services) certified laboratory with results confirmed by MRO (medical review officer). DOT urine drug testing is collected by split samples and performed at SAMHSA HHS certified laboratory with results confirmed by MRO using a chain of custody form. Electronic chain of custody can also be utilized in this process.

The breath alcohol test is performed by EBT (evidential breath test) device by qualified personnel at Lab Services, Inc. and gives immediate results. Non-negative or results equal or greater than 0.02 Brac are confirmed within 15 minutes of initial testing and reported in a timely manner to the DER (Direct Employee Representative).

Hair and blood samples for drug testing are collected by Lab Services personnel and performed at a certified laboratory with results confirmed by MRO using a chain of custody form. A five (5) panel urine drug screen test is the standard for DOT that includes Amphetamines, Cocaine, Opiates, Marijuana, and PCP. Specific panels are available to meet requestor's requirements.







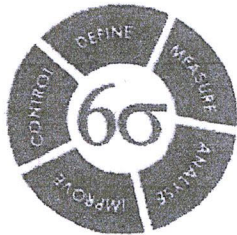
Mission Statement

Provide Drug and Alcohol Testing Services in the Rio Grande Valley using the principle of excellence applied to business and operational procedures.

We are a clinical medical laboratory providing laboratory data to our customers. Drug testing services include pre-employment, random, post-accident, reasonable suspicion, return to duty DOT and non-DOT services.

Business and Operational Excellence...

Includes *efficiency* and *growth* disciplines based on the **six sigma principle**: Define, Measure, Analyze, Improve, Control



Organizational Performance Improvement

To determine whether a process is improving, deteriorating, stagnant or non-competitive with others in the same business we continuously answer the questions...

1. Overall is our laboratory improving?
2. Are the laboratory's procedures deteriorating?
3. Is the laboratory stagnant (without direction)?
4. Is the lab non-competitive with other labs?
5. Does the lab use technology that is up-to-date?

Secure data and information transformed to knowledge, making a scalable business, with innovations. Every result and report transformed into actionable intelligence.

Mr. Ricardo Gaytan, Jr. MT(ASCP) our leader has established **the Mission** since 2003 providing clinical and medical laboratory testing services.

Please feel free to contact us with questions or comments 956-424-3000.



Personnel Qualifications

Ricardo Gaytán, Jr., MT (ASCP), BAT

Laboratory Director
BS, Medical Technologist (Clinical Laboratory Scientist) 1993
American Society of Clinical Pathologists - Active Member
Mission Leadership Class of XXI 2004
BAT (Breath Alcohol Technician) 1998
Urine DOT Collector & Trainer

Maura Gaytán, CNA

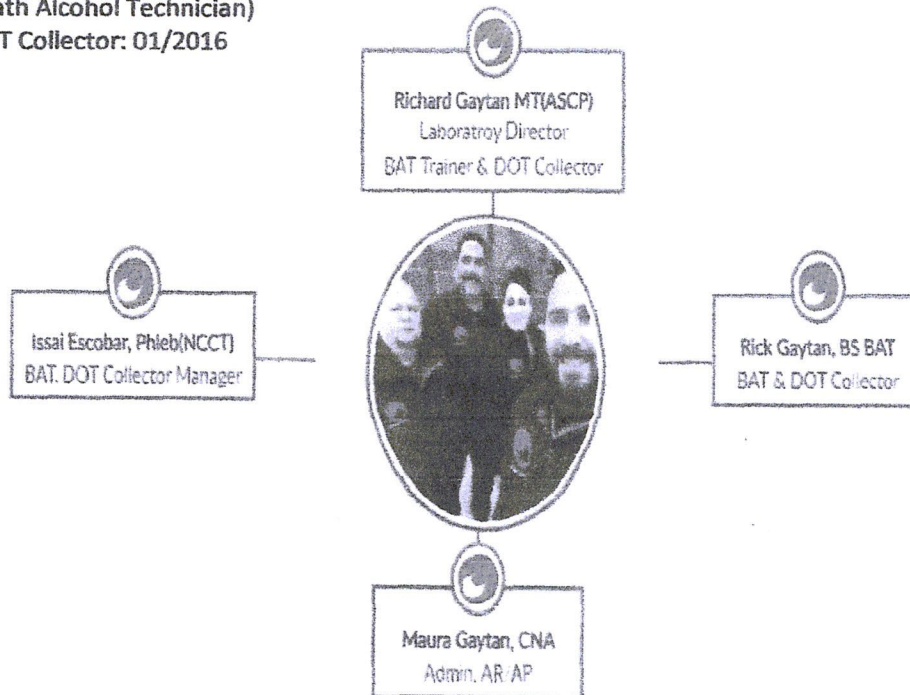
Administrator
Accounts Receivable/Payable

Issai Escobar, Phleb-NCCT, BAT

Certified Phlebotomist - 2009
Clinical Lab Technician
BAT (Breath Alcohol Technician)
Urine DOT Collector: 01/2016

Ricardo Gaytan III, BAT

Bachelor's of Applied Technology 2014
BAT (Breath Alcohol Technician)
Urine DOT Collector: 01/2016





RANDOM LIST GUIDELINES

Hello DER,

LabServices, Inc. is contracted to provide Drug & Alcohol testing services as required by your policy and procedure. We understand the importance of aligning ourselves with the effort to keep a safe and drug free work environment. The random list generation is one the elements to this goal. We recommend the following for a random list:

1. Any **TWO identifiers** for each employee (badge id, last 4 of TDL#, dob, last name, first name, department, phone number, location id, or other).
2. Establish the **percentage of random testing selection**. You can select any percentage of testing for your employees on a daily, weekly, monthly, or quarterly basis. The DOT guidelines for urine drug testing are 25% per year for all FMCSA - CDL employees and 10% per year for breath alcohol testing (subject to change)*.
3. We can accept an **excel spread sheet** with all your employees and departments; or you can submit only the departments you request. We recommend a two weeks prior notice for the creation and approval process of this random list.
4. **Quarterly updates** to your employee list is recommended to include changes for any fired/resignations, re-hires, return-to-duty, and other.
5. A **password** for electronic communications of the selected employee list is required.
6. **Selected date and time** for random testing (availability must be confirmed). Our laboratory can "go-to-you" or you can send employees to our facility. Keep in mind that when employees travel to the lab for testing they are not directly supervised and can take altering substances before performing a test. In addition, each registration and collection takes 10-15 minutes and up to 3 hours to obtain a urine sample.

Glad to help,

Richard Gaytan MT(ASCP)
Director of Laboratory

LabServices, Inc.
Drug & Alcohol Division
2031 E Griffin Pkwy
Mission, TX 78572
956.424.3000



Calendar Year 2020
DOT Random Testing Rates Notice
Office of Drug and Alcohol Policy and Compliance

The following chart outlines the annual minimum drug and alcohol random testing rates established within DOT Agencies and the USCG for Calendar Year 2020:

DOT Agency	Random Drug Testing Rate	Random Alcohol Testing Rate
Federal Motor Carrier Safety Administration (FMCSA)	50%	10%
Federal Aviation Administration (FAA)	25%	10%
Federal Railroad Administration (FRA)	25% - Covered Service	10% - Covered Service
	50% - Maintenance of Way	25% - Maintenance of Way
Federal Transit Administration (FTA)	50%	10%
Pipeline and Hazardous Materials Safety Administration (PHMSA)	50%	Not Applicable
United States Coast Guard (USCG) <i>(now with the Dept. of Homeland Security)</i>	50%	Not Applicable

NOTE: Employers (and C/TPAs) subject to more than one DOT Agency drug and alcohol testing rule may continue to combine covered employees into a single random selection pool.

USCG covered employees may be combined with DOT covered employees in drug testing pools even though the USCG is now part of the Department of Homeland Security.



Calculating the Number of Required Random Drug Tests

The following method can be used to determine the number of tests required to be conducted each year.

1. **Determine how frequently random selections are made**
(e.g., daily, weekly, monthly, or quarterly)
**DOT Random selections must be performed at least quarterly.*

2. **Calculate the number of drug tests per testing period**
(example demonstrated in the table below w/quarterly testing at 50 percent)
 - a. Multiply the number of safety-sensitive employees in the pool at the beginning of the testing period by the required drug testing rate, ex.= **50 percent**.
 - b. Divide the result by the number of testing periods in the year
(quarterly = 4, monthly = 12, weekly = 52, daily = 365)
*In many cases, the result will not be a whole number; round up to ensure enough tests are conducted. *Once the number of tests per testing period has been calculated, the number should be adjusted to allow for cancelled tests. Cancelled tests do not count toward meeting your 50 percent minimum requirement.*

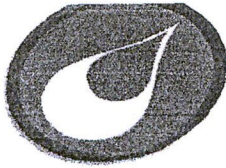
3. **DER will notify LabServices, Inc. to maintain record of established required yearly testing as preferred.**

SAMPLE TABLE

Testing Period	# of Safety Sensitive Employees in Testing Period (A)	# of Testing Periods (B)	# of Drug Tests Required/Period (A x 50%) / B
Quarter 1	120	4	15
Quarter 2	136	4	17
Quarter 3	152	4	19
Quarter 4	128	4	16
Total Year			67

Source: October 2018, FTA Drug & Alcohol Regulation Updates, Special Edition: U.S. Department of Transportation, John A. Volpe, National Transportation Systems Center 55 Broadway Cambridge, MA 02142

DOT LSI Random List Procedures rev 10/2018



lab services inc.

SAMPLE-COMPANY
RECORD OF ESTABLISHED
TESTING RATES.

ENTER Company Name: _____
 ENTER Company DER: _____
 ENTER Frequency of random selections: **12** quarterly=4, monthly=12, weekly=52
 ENTER Percent rate established by employer: **50%** #%(10, 25, 50)

ENTER

Testing Period	# of Safety Sensitive Employees in Testing Period (A)	# of Testing Periods (B)	# of Drug Tests Required/Period (A x #%) / B
Quarter 1 or Monthly 1	100	12	4.2
Quarter 2 or Monthly 2	100	12	4.2
Quarter 3 or Monthly 3	100	12	4.2
Quarter 4 or Monthly 4	100	12	4.2
Monthly 5	100	12	4.2
Monthly 6	105	12	4.4
Monthly 7	104	12	4.3
Monthly 8	104	12	4.3
Monthly 9	105	12	4.4
Monthly 10	104	12	4.3
Monthly 11	100	12	4.2
Monthly 12	100	12	4.2
Total Year Rate			51

date received by lab: _____ tech: _____
 revised date: _____



Tel : 800-526-9341
Fax : 800-547-2966
mro@drsmro.com
www.drsmro.info

COPY

MRO Procedures Overview

The Medical Review Officer (MRO) Performs Four Main Functions:

- Receive and review laboratory drug test data for integrity, authenticity, and detail.
- Interpret these lab results, including verification of specific test details.
- Allow donors the opportunity to speak with an independent Medical Professional with specific expertise in drug testing.
- Reporting of MRO reviewed and, when necessary, adjusted results to employers.

MRO Review Of Documents and Data:

Our proprietary systems will perform validity checks on the data received securely from the laboratory via electronic download while our MROs and staff, upon receipt of a positive test, will conduct a review of the Custody and Control Form (CCF) from the collection facilities ensuring accuracy and completeness.

Donor Contact:

Following the data and documentation review our staff will attempt to initiate contact with donors – multiple attempts will be made when necessary. Our general procedure allows for 3 business days to reach the donor before reporting a result without donor contact but this is customizable by client. (Note: For test results where there is no medical explanation possible, i.e. heroin, only one attempt to contact the donor will be made prior to release).

For privacy purposes, generic messages are left that reference only the organizations for which the tests were taken and not the specific reason for the call.

Results will be released as we received them from the laboratory if donor contact cannot be established within the allowed time. Results will clearly indicate if an interview was or was not conducted whenever possible.

Donor Interview and Result Reporting:

When contact is established with a donor, the MRO will identify him/her self, advise the donor of the purpose of the call, and confirm whom they are speaking with. The MRO will advise the donor as to the nature of the call and then conduct a standard interview, including notifying the donor of the laboratories confirmed findings and discussing possible medical explanations with the donor.



Tel : 800-526-9341

Fax : 800-547-2966

mro@drsmro.com

www.drsmro.info

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If the donor admits to the unauthorized use of the substances reported or can offer no verifiable medical explanation, they will be advised that the results will be released as we received them from the laboratory and referred back to the organization they took the test for to discuss their policies.

If a donor is able to offer a valid medical explanation for the laboratory's findings, they will be provided with instructions as to what documentation we can accept as proof of that explanation and how they can provide that documentation to us. We allow 72 hours, three business days, from the interview for donor's to provide their documentation, but our MROs do reserve the right to reasonably extend that time frame when circumstances warrant it.

Upon receipt and review of donor provided documentation, if acceptable, the laboratory's results will be adjusted prior to release. In this way, the donor was provided with an opportunity to speak with an independent and impartial expert in order to have a valid medical explanation used to overturn possibly misleading results without having to reveal private, potentially embarrassing, health information to their employer.

Please note that if we do overturn the result a notation that documentation was processed will be added to the result but we do not reveal protected health information nor can we advise of the nature of the result prior to our overturning it.

In addition, if during the interview, or upon review of documentation, information is revealed to the MRO that creates a concern, the MRO, at his/her discretion, may also add an additional notation of, 'MRO suggests a Fit-for-duty Physical be performed.'

Also please note that for Opiate Positives where circumstances dictate that testing cutoffs are below 2000 ng/mL and no verifiable medical explanation is available from the donor, the MRO can not rule out the possibility of the positive results being caused by innocent food ingestion, we will therefore, when appropriate, include a notation to this affect.

If no documentation or unacceptable documentation is received, we will release the results as we received them from the laboratory with an indication of the problem.

Please note that the above overview applies to processing of non-regulated tests only. Procedures for regulated tests are generally the same, however, any necessary adjustments are made to comply with the appropriate regulations and they are updated as the regulations change.



Urine Drug & Breath Alcohol Form

CONFIDENTIAL RECORD

DOT Non-DOT

Hidalgo County Employee Precinct # _____

HR Safety HeadStart Sheriff Office DD1

PLACE OF EMPLOYMENT: _____

DER & Phone #: _____

Random Pre Employment Post Accident Return to Duty Reasonable Suspicion Other

PRINTED NAME (LAST, FIRST, MIDDLE)	Badge I.D. or DL #	DOB	SEX <input type="checkbox"/> M <input type="checkbox"/> F	DATE	CELL PHONE NUMBER
		___/___/___		___/___/___	(956) ___-___-___
LAB USE ONLY: Urine / BAC% Results					
Temp: ___ within limits Time: ___ Tech: ___					
				AMP	Neg ≤ 500 ng/ml
				COC	Neg ≤ 150 ng/ml
				THC	Neg ≤ 50 ng/ml
				OPI	Neg ≤ 2000 ng/ml
				HYDROC/M	Neg ≤ 300 ng/ml
				OXY C/M	Neg ≤ 100 ng/ml
				PCP	Neg ≤ 25 ng/ml
				BAC	Neg < 0.020 %

Last Date Taken

Last Date Taken

List ALL medications (including over-the-counter medications) used regularly or recently w/ treating Doctor's name & address.

I consent to have drug testing and/or breath alcohol test. I certify that the above information is complete and true.

Additional charges are paid by donor for confirmations as requested by donor.

Signature

Date

(As Required) Witness Signature/Date:

* COPY OF REGISTRATION FORM *

Lab Services, Inc 2031 E Griffin Pkwy Mission, TX 956-424-3000

Confidential

REV 10/2018

* COPY OF...

COLLECTION SITE CHECKLIST



UNEVENTFUL URINE COLLECTION - Did the Collector...

- Require employee to provide positive identification (Part 40.61(c)).
- Direct the employee to remove outer clothing (jacket, hat) and to leave these garments and other personal items (briefcase, purse, etc.) in a mutually agreeable location (Part 40.61(f)).
 - Advises employee that failure to comply constitutes a refusal to test.
 - Allows employee to keep wallet (40.61(f)(2)).
- Direct employee to empty pockets and display items in them (Part 40.61(f)(4)).
 - If no potential adulterants are found, allow employee to return items to pockets.
- Complete Step 1 of CCF (Part 40.63(a)).
 - Ensures that the name and address of the drug testing laboratory appears at the top of the CCF.
 - Ensures that the Specimen ID at the top of the CCF matches the Specimen ID on labels/seals.
 - Checks the Reason for Test box (Pre-Employment, Random, Post-Accident, etc.).
 - Checks the DOT and the FTA box (Testing Authority)
 - Checks the Drug Tests to Be Performed box (THC, COC, PCP, OPI, AMP for DOT).
- Instruct employee to wash/dry hands and not to wash hands again until delivering specimen to collector (Part 40.63(b)).
- Ensure collection container is selected and unwrapped in presence of employee (Part 40.63(c)).
- Secure urination facility before the collection (If single-toilet room with a full-length privacy door) (Parts 40.41 & 43).
 - Secures any water sources or make them unavailable to employees (e.g., turn off water inlet, tape handles to prevent opening faucets).
 - Ensures that the water in the toilet tank contains bluing agent.
 - Ensures that soap, disinfectants, cleaning agents, or other possible adulterants are not present.
 - Inspects the site to ensure that no foreign or unauthorized substances are present.
 - Tapes or otherwise securely shuts any movable toilet tank or puts bluing agent in the tank.
 - Ensures that undetected access (e.g., through a door not in your view) is not possible.
 - Secures areas and items (e.g., ledges, trash receptacles, paper-towel holders, under-sink areas, drop-down ceiling panels) that appear suitable for concealing contaminants.
- Direct employee to go into room used for urination and instruct employee to:
 - Provide at least 45 ml of urine.
 - Not flush the toilet.
 - Return specimen to the collector as soon as the void is complete.
 - Set a reasonable time limit for voiding (Part 40.63(d)(2)).
- Allow only the employee into the room used for urination (40.41(d)(1)).
- Check that the specimen:
 - Contains at least 45 ml of urine. If not, follow shy bladder procedure (Part 40.65(a)).
 - Reads temperature strip within 4 minutes (Part 40.65(b)).
- Mark appropriate box in Step 2 of CCF (Yes = between 90 and 100 degrees).
- Check specimen for signs of tampering (Part 40.65).
- Check specimen for unusual color, foreign objects/material, or other signs of tampering (odor).
- Mark box in Step 2 of the CCF indicating a split specimen collection (Part 40.71(b)(1)).
- Pour at least 30 ml of urine into the primary specimen bottle (Part 40.71(b)(2)).
- Pour at least 15 ml of urine into the secondary specimen bottle (Part 40.71(b)(2)).
- Secure the lids or caps on the specimen bottles (Part 40.71(b)(4)).
- Place the tamper-evident seals on the specimen bottles (Part 40.71(b)(5)).
 - Dates the specimen bottle seals (Part 40.71(b)(6)).
 - Ensures that the employee initials specimen bottle seals (Part 40.71(b)(7)).
- Direct employee to read and sign certification statement on Copy 2, Step 5 of CCF and to provide date of birth, printed name, day and evening contact telephone numbers (Part 40.71(a)(1)).
- Print collector name in Copy 1, Step 4 of CCF; record the date and time of collection; sign statement; enter actual name of delivery service transferring the specimen to laboratory (Part 40.73(a)(2)).
- Ensure that all copies of the CCF are legible and complete (Part 40.73(a)(3)).
- Remove Copy 5 of the CCF and give it to the employee (Part 40.73(a)(4)).
- Place specimen bottles and Copy 1 of CCF in plastic bag and secure both pouches of plastic bag (Part 40.73(a)(5)-(a)(6)).
- Advise employee that he/she may leave the site (Part 40.73(a)(7)).
- Recheck the urination facility, performing all steps as was done prior to the collection to ensure the site's continued integrity.

LABCOP

- 69 First Ave., Raritan, NJ 08869
- 1904 T.W. Alexander Dr., Research Triangle Park, NC 27709
- 1120 Main Street, Southaven, MS 38671
- 7207 North Gessner, Houston, TX 77040

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM

COPY OF RECORD

Printed: 10/19
3000

Customer Svc: 800-833-3984



SPECIMEN ID NO. 0803598876

ACCESSION NO.

(DOT PROCESS)

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

A. Employer Name, Address, I.D. No.

HIDALGO COUNTY DRAINAGE DIST#1
DER: JAIME SALAZAR
2031 E GRIFFIN PKWY

B. MRO Name, Address, Phone No. and Fax No.

DR NEIL J DASH
DOCTORS REVIEW SERVICE (DRS)
346 FRANKLIN AVENUE



MISSION TX 75472 MASSAQUENA NY 11758
956-424-3000 Fx: 956-424-3939 800-525-9341 FAX: 516-797-1293

C. Donor SSN or Employee I.D. No.

LOCATION CODE:

D. Specify Testing Authority: HHS NRC Specify DOT Agency: FMCSA FAA FRA FTA PHMSA USCG

E. Reason for Test: Pre-employment Random Reasonable Suspicion/Cause Post Accident Return to Duty Follow-up Other (specify)

F. Drug Tests to be Performed: THC, COC, PCP, OPI, AMP THC & COC Only Other (specify)

G. Collection Site Address:

320457
LABSERVICES INC
2031 E GRIFFIN PKWY

Collector Phone No. 956-424-3000

Collector Fax No. 956-424-3939

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes.

Temperature between 90° and 100° F? Yes No, Enter Remark Collection: Split Single None Provided, Enter Remark Observed, Enter Remark

REMARKS

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, sealed, sealed and released to the Delivery Service noted in accordance with applicable Federal requirements.

SPECIMEN BOTTLE(S) RELEASED TO:

X
Signature of Collector AM
(PRINT) Collector's Name (First, MI, Last) Date (Mo/Day/Yr) Time of Collection PM

Name of Delivery Service

RECEIVED AT LAB OR IITF:

Signature of Accessioner
(PRINT) Accessioner's Name (First, MI, Last) Date (Mo/Day/Yr)

Primary Specimen Bottle Seal Intact
 YES NO
If NO, Enter remark in Step 5A.

SPECIMEN BOTTLE(S) RELEASED TO:

STEP 5A: PRIMARY SPECIMEN REPORT - COMPLETED BY TEST FACILITY

- NEGATIVE POSITIVE for: Marijuana Metabolite ($\Delta 9$ -THCA) Methamphetamine MDMA 6-Acetylmorphine OXYC HYC
- DILUTE Cocaine Metabolite (BZE) Amphetamine MDA Morphine OXYM HYM
- PCP Codeine
- REJECTED FOR TESTING ADULTERATED SUBSTITUTED INVALID RESULT

REMARKS:

Test Facility (if different from above):

I certify that the specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements.

X
Signature of Certifying Technician/Scientist (PRINT) Certifying Technician/Scientist's Name (First, MI, Last) Date (Mo/Day/Yr)

STEP 5b: COMPLETED BY SPLIT TESTING LABORATORY

Laboratory Name

Laboratory Address

RECONFIRMED FAILED TO RECONFIRM - REASON

I certify that the split specimen identified on this form was examined upon receipt, handled using chain of custody procedures, analyzed, and reported in accordance with applicable Federal requirements.

X
Signature of Certifying Scientist (PRINT) Certifying Scientist's Name (First, MI, Last) Date (Mo/Day/Yr)

CONTAINER SEAL

Barcode: 0803598876

Bottle A

Bottle B (SPUN)

DATE DONOR'S INITIALS

SPLIT

DATE DONOR'S INITIALS



NOTE POSITION OF BARCODE STARTS AT BOTTOM OF CONTAINER. SHOWN HER

U.S. Department of Transportation (DOT)

Alcohol Testing Form

(The instructions for completing this form are on the back of Copy 3)

* COPY OF RECORD *

STEP 1: TO BE COMPLETED BY ALCOHOL TECHNICIAN

A: Employee Name _____
(Print) (First, M.I., Last)

B: SSN or Employee ID No. _____

C: Employer Name _____
Street _____
City, State, Zip _____

DER Name and Telephone No. _____
DER Name _____ DER Phone Number _____

D: Reason for Test: Random Reasonable Susp. Post-Accident Return to Duty Follow-up Pre-employment

STEP 2: TO BE COMPLETED BY EMPLOYEE

I certify that I am about to submit to alcohol testing required by U.S. Department of Transportation regulations and that the identifying information provided on the form is true and correct.

Signature of Employee _____ Date _____ Month / Day / Year

STEP 3: TO BE COMPLETED BY ALCOHOL TECHNICIAN

(If the technician conducting the screening test is not the same technician who will be conducting the confirmation test, each technician must complete their own form.) I certify that I have conducted alcohol testing on the above named individual in accordance with the procedures established in the U.S. Department of Transportation regulation, 49 CFR Part 40, that I am qualified to operate the testing device(s) identified, and that the results are as recorded.

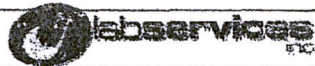
TECHNICIAN: BAT STT DEVICE: SALIVA BREATH^o 15-Minute Wait: Yes No

SCREENING TEST: (For BREATH DEVICE^o write in the space below only if the testing device is not designed to print.)

Test #	Testing Device Name	Device Serial # OR Lot # & Exp Date	Activation Time	Reading Time	Result
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CONFIRMATION TEST: Results MUST be affixed to each copy of this form or printed directly onto the form.

REMARKS: _____



Alcohol Technician's Company _____
2031 E. Griffin Parkway
Mission, TX 78572 424-3000
Company Street Address

(PRINT) Alcohol Technician's Name (First, M.I., Last) _____ Company City, State, Zip _____ Phone Number _____

Signature of Alcohol Technician _____ Date _____ Month / Day / Year

STEP 4: TO BE COMPLETED BY EMPLOYEE IF TEST RESULT IS 0.02 OR HIGHER

I certify that I have submitted to the alcohol test, the results of which are accurately recorded on this form. I understand that I must not drive, perform safety-sensitive duties, or operate heavy equipment because the results are 0.02 or greater.

Signature of Employee _____ Date _____ Month / Day / Year

This notice is also available on the internet at <http://www.samhsa.gov/workplace>.

FOR FURTHER INFORMATION CONTACT: Anastasia Donovan, Division of Workplace Programs, SAMHSA/CSAP, 5600 Fishers Lane, Room 16N06B, Rockville, Maryland 20857; 240-276-2600 (voice).

SUPPLEMENTARY INFORMATION: The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 30, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended in the revisions listed above, requires strict standards that laboratories and IITFs must meet in order to conduct drug and specimen validity tests on urine specimens for federal agencies.

To become certified, an applicant laboratory or IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory or IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and IITFs in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A HHS-certified laboratory or IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA), which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated January 23, 2017 (82 FR 7920), the following HHS-certified laboratories and IITFs meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

HHS-Certified Instrumented Initial Testing Facilities

Dynacare, 6628 50th Street NW, Edmonton, AB Canada T6B 2N7, 780-

784-1190 (Formerly: Gamma-Dynacare Medical Laboratories)

HHS-Certified Laboratories

Alere Toxicology Services, 1111 Newton St., Gretna, LA 70053, 504-361-8989/800-433-3823 (Formerly: Kroll Laboratory Specialists, Inc., Laboratory Specialists, Inc.)

Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23236, 804-378-9130 (Formerly: Kroll Laboratory Specialists, Inc., Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)

* Clinical Reference Laboratory, Inc., 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917

Cordant Health Solutions, 2617 East L Street, Tacoma, WA 98421, 800-442-0438 (Formerly: STERLING Reference Laboratories)

Desert Tox, LLC, 10221 North 32nd Street Suite J, Phoenix, AZ 85028, 602-457-5411

DrugScan, Inc., 200 Precision Road, Suite 200, Horsham, PA 19044, 800-235-4890

Dynacare *, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630 (Formerly: Gamma-Dynacare Medical Laboratories)

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655, 662-236-2609

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387

* Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4986 (Formerly: Roche Biomedical Laboratories, Inc.)

Laboratory Corporation of America Holdings, 1904 TW Alexander Drive, Research Triangle Park, NC 27709, 919-572-6900/800-833-3984 (Formerly: LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group)

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 866-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center)

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3927/800-873-8845 (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for

Laboratory Services, a Division of LabOne, Inc.)

Legacy Laboratory Services—MetroLab, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088, Testing for Veterans Affairs (VA) Employees Only

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311, 800-328-6942 (Formerly: Centinela Hospital Airport Toxicology Laboratory)

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8991/800-541-7891x7

Phamatech, Inc., 15175 Innovation Drive, San Diego, CA 92128, 888-635-5840

* Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories)

Redwood Toxicology Laboratory, 3700 Westwind Blvd., Santa Rosa, CA 95403, 800-255-2159

USArmy Forensic Toxicology Drug Testing Laboratory, 2490 Wilson St., Fort George G. Meade, MD 20755-5235, 301-677-7085, Testing for Department of Defense (DoD) Employees Only

Upon finding a Canadian laboratory to be qualified, HHS will recommend that DOT certify the laboratory (**Federal Register**, July 16, 1996) as meeting the minimum standards of the Mandatory Guidelines published in the **Federal Register** on January 23, 2017 (82 FR

* The Standards Council of Canada (SCC) voted to end its Laboratory Accreditation Program for Substance Abuse (LAPSA) effective May 12, 1998. Laboratories certified through that program were accredited to conduct forensic urine drug testing as required by U.S. Department of Transportation (DOT) regulations. As of that date, the certification of those accredited Canadian laboratories will continue under DOT authority. The responsibility for conducting quarterly performance testing plus periodic on-site inspections of those LAPSA-accredited laboratories was transferred to the U.S. HHS, with the HHS' NLCP contractor continuing to have an active role in the performance testing and laboratory inspection processes. Other Canadian laboratories wishing to be considered for the NLCP may apply directly to the NLCP contractor just as U.S. laboratories do.

* Authorized laboratories utilized by Lab Services for bid requirements.

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LabServices, Inc. is a fully accredited and certified laboratory, licensed by the U.S. Department of Health and Human Services under the provisions of the Clinical Laboratory Improvement Amendments of 1988. Laboratory Director is Mr. Richard Gaytan, Jr. MT(ASCP).

Notice of Privacy Practices

I. THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice describes the privacy practices of LabServices, Inc., and its affiliate organizations. It applies to all departments and units of LabServices, Inc. that provide clinical laboratory services.

II. WE HAVE A LEGAL DUTY TO SAFEGUARD YOUR PROTECTED HEALTH INFORMATION (PHI)

We are legally required to protect the privacy of your health information. We call this information "protected health information," or "PHI" for short, and it includes information that can be used to identify you that we've created or received about your past, present, or future health or condition, the provision of health care to you, or the payment of this health care. We must provide you with this notice about our privacy practices that explains how, when, and why we use and disclose your PHI. With some exceptions, we may not use or disclose any more of your PHI than is necessary to accomplish the purpose of the use or disclosure. We are legally required to follow the privacy practices that are described in this notice.

However, we reserve the right to change the terms of this notice and our privacy policies at any time. Any changes to our privacy practices will apply to the PHI we already have in our possession, or information we may receive about you in the future. When we make an important change to our policies, we will change this notice and publish the new notice. You can also request a copy of this notice from the contact person listed in Section VI below at any time and can view a copy of the notice on our Web site at www.LabServicesInc.com. (pending)

III. HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION.

We use and disclose health information for many different reasons. Below, we describe the different categories of our uses and disclosures and give you some examples of each category.

A. Uses and Disclosures Relating to Treatment, Payment, or Health Care Operations. We may use and disclose your PHI for the following reasons:

1. For treatment. We may disclose your PHI to physicians, nurses, and other health care personnel who provide you with health care services or are involved in your care. For example, we may provide your PHI to your physician.
2. To obtain payment for treatment. We may use and disclose your PHI in order to bill and collect payment for the treatment and services provided to you. For example, we may provide portions of your PHI to our billing department and your health plan to get paid for the health care services we provided to you. We may also disclose PHI about you to other health care providers or to your health plan so that they can arrange for payment relating to your care. We may also provide your PHI to our business associates, such as billing companies, claims processing companies, and others that process our health care claims.
3. For health care operations. We may disclose your PHI in order to operate this laboratory. For example, we may use your PHI in order to evaluate the quality of our testing. We may also provide your PHI to our accountants, attorneys, consultants, and others in order run our business and to make sure we're compliant with the laws that affect us.

B. Certain Uses and Disclosures Do Not Require Your Consent. We may use and disclose your PHI without your consent or authorization for the following reasons:

1. When a disclosure is required by federal, state or local law, judicial or administrative proceedings, or law enforcement. For example, we make disclosures when a law requires that we report information to



government agencies and law enforcement personnel about victims of abuse, neglect, or domestic violence when ordered in a judicial or administrative proceeding.

2. For public health activities. For example, we report information about various diseases, to government officials responsible for collecting that information, and we may provide coroners, medical examiners, and funeral directors necessary information relating to an individual's death.
3. For health oversight activities. For example, we will provide information to assist the government when it conducts an investigation, audit, inspection, or licensure of a health care provider or organization.
4. For research purposes. In certain circumstances, we may provide PHI in order to conduct medical research.
5. To avoid harm. In order to avoid a serious threat to the health or safety of a person or the public, we may provide PHI to law enforcement personnel or persons able to prevent or lessen such harm.
6. For specific government functions. We may disclose PHI of military personnel and veterans, in certain situations. And we may disclose PHI for national security purposes, such as protecting the president of the United States or conducting intelligence operations.
7. For workers' compensation purposes. We may provide PHI in order to comply with workers' compensation laws.

C. One Use and Disclosure Requires You to Have the Opportunity to Object:

Disclosures to family, friends, or others. We may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

D. All Other Uses and Disclosures Require Your Prior Written Authorization.

In any other situation not described in section III A, B, and C above, we will ask for your written authorization before using or disclosing any of your PHI. If you choose to sign an authorization to disclose your PHI, you can later revoke that authorization in writing, to stop any future uses and disclosures (to the extent that we haven't taken any action relying on the authorization).

IV. WHAT RIGHTS YOU HAVE REGARDING YOUR PHI

You have the following rights with respect to your PHI:

- A. **The Right to Request Limits on Uses and Disclosures of Your PHI.** You have the right to request a restriction or limitation on the health information we use or disclose about you for treatment, payment, or health care operations. We are not required to agree to your request for restriction if it is not feasible for us to comply or if we believe that it will negatively impact our ability to treat you. To request a restriction, you must make your request in writing to the Privacy Official identified on the last page of this notice. In your request, you must tell us what information you want to limit and to whom you want the limits to apply. If we accept your request, we will comply with your request, unless the information is needed to provide emergency treatment. You may not limit the uses and disclosures that we are legally required or allowed to make.
- B. **The Right to Choose How We Communicate With You.** You have the right to ask that we communicate information to you at an alternate location (for example, sending information to your work address rather than your home address) or by alternate means (for example, e-mail instead of regular mail). To request that we communicate with you in a certain way, you must make your request in writing to the Privacy Official identified on the last page of this notice. We must agree to your request as long as we can easily provide it in the format you requested.



- C. **The Right to See and Get Copies of Your PHI.** In most cases, you have the right to look at or get copies of your PHI that we have, but you must make the request in writing. If we don't have your PHI but we know who does, we will tell you how to get it. In certain situations, we may deny your request. If we do, we will tell you, in writing, our reasons for the denial and explain your right to have the denial reviewed. Note: Clinical Laboratory Improvement Amendments of 1988 (CLIA) regulations and state law allows us to provide test results directly to a patient.

If you request copies of your PHI, we will charge you for each page, and the cost of postage. Instead of providing the PHI you requested, we may provide you with a summary or explanation of the PHI, as long as you agree to that and to the cost in advance. Usually the fee is \$1 per page or \$5 for the summary.

- D. **The Right to Receive an Accounting of the Disclosures We Have Made.** You have the right to get a list of instances in which we have disclosed your PHI. The list will not include uses or disclosures made to carry out treatment, payment, or health care operations, pursuant to your authorization, directly to you, to your family, or in our facility directory. The list also won't include uses and disclosures made for national security purposes, to corrections or law enforcement personnel, or before April 14, 2003.

To request a list of the disclosures we have made, you must submit a request in writing to the Privacy Official identified on the last page of this notice. Your request must state a time period which may not be more than two (2) years and may not include dates before April 14, 2003. We will respond within 60 days of receiving your request. The list will include the date of the disclosure, to whom PHI was disclosed (including their address, if known), a description of the information disclosed, and the reason for the disclosure. We will provide the list to you at no charge, but if you make more than one request in the same year, we will charge you for each additional request.

- E. **The Right to Correct or Update Your PHI.** If you believe that there is a mistake in your PHI or that a piece of important information is missing, you have the right to request that we correct the existing information or add the missing information. You must provide the request and your reason for the request in writing. We will respond within 60 days of receiving your request. We may deny your request in writing if the PHI is (i) correct and complete, (ii) not created by us, (iii) not allowed to be disclosed or (iv) not part of our records. Our written denial will state the reason for the denial and explain your right to file a written statement of disagreement with the denial. If you don't file a written statement of disagreement, you have the right to request that your request and our denial be attached to all future disclosures of your PHI. If we approve your request, we will make the change to your PHI, tell you that we have done it, and tell others that need to know about the change to your PHI.

- F. **The Right to Get This Notice by E-Mail.** You have the right to request and receive a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of this notice. A security question or password is assigned to any electronic correspondence. A fee of \$5 may apply to any electronic correspondence.

Any requests made pursuant to the rights identified in this Section IV must be made in writing to the Chief Privacy Officer listed in this Notice.

V. HOW TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If you think that we may have violated your privacy rights, or you disagree with a decision we made about access to your PHI, you may file a complaint with the person listed in the Section VI below. You also may file a written complaint to the Secretary of the Department of Health and Human Services. We will take no retaliatory action against you if you file a complaint about our privacy practices.

VI. PERSON TO CONTACT FOR INFORMATION ABOUT THIS NOTICE OR TO COMPLAIN ABOUT OUR PRIVACY PRACTICES

If you have any questions about this notice or any complaints about our privacy practices, please contact:

Chief Privacy Officer: Ricardo Gaytan, Jr MT(ASCP)



POLICY / PROCEDURE TITLE: SECURITY POLICY		POLICY NUMBER: LSI-1601
EFFECTIVE DATE: 01/01/2016		PAGE 1 OF 5
FINAL APPROVAL SIGNATURE:		DATE SIGNATURE AFFIXED: 01/16
REPLACES POLICY		REVIEWED DATE(S):
NUMBER:	DATED:	
		REVISED DATE(S):

SECURITY AWARENESS AND ACCEPTABLE USE POLICY

Lab Services, Inc. Security Awareness and Acceptable Use Policy

Overview

The intentions for publishing a security awareness and acceptable use policy are not to impose restrictions that are contrary to the established culture of openness, trust and integrity. Lab Services, Inc. is committed to protecting all employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of Lab Services, Inc.. These systems are to be used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every Lab Services, Inc. employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at Lab Services, Inc.. These rules are in place to protect the employees and Lab Services, Inc.. Inappropriate use exposes Lab Services, Inc. to risks including virus attacks, compromise of network systems and services, and legal issues.

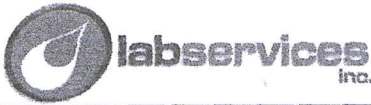
Scope

This policy applies to employees, contractors, consultants, temporary employees, and all other workers at Lab Services, Inc., including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Lab Services, Inc..

Policy

General Use and Ownership

1. While network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of Lab Services, Inc.. Because of the need to protect the network, management cannot guarantee the confidentiality of employee's personal information stored on any network device belonging to Lab Services, Inc..
2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.
3. IT recommends that any information that users consider sensitive or vulnerable be encrypted.
4. For security and network maintenance purposes, authorized individuals within Lab Services, Inc. may monitor equipment, systems and network traffic at any time.



POLICY / PROCEDURE TITLE: SECURITY POLICY		POLICY NUMBER: LSI-1601
EFFECTIVE DATE: 01/01/2016		PAGE 2 OF 5
FINAL APPROVAL SIGNATURE:		DATE SIGNATURE AFFIXED: 01/16
REPLACES POLICY		REVIEWED DATE(S):
NUMBER:	DATED:	REVISED DATE(S):

5. Lab Services, Inc. reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential. Examples of confidential information include but are not limited to: laboratory results and reports, employee lists with PII, any donor PHI, MRO results, credit card information, company private, corporate strategies, competitor sensitive, trade secrets, specifications, customer lists, and research data. Employees should take all necessary steps to prevent unauthorized access to this information.
2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts. Recommended system and user level passwords should be changed every 90 days. Lab Services, Inc. will remind users to update and is not responsible for actual updates.
3. All PCs, laptops and workstations should be secured with a password-protected screensaver with the automatic activation feature set at 15 minutes or less.
4. Employees should secure their workstations by logging off or locking (control-alt-delete for Windows users) when the host will be unattended.
5. Use encryption of information in compliance with Information Technologies' Security Policies.
6. Because information contained on portable computers is especially vulnerable, special care should be exercised. Protect laptops in accordance with the corporate security standards, including personal firewalls.
7. Postings by employees from a Lab Services, Inc. email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Lab Services, Inc., unless posting is in the course of business duties.
8. All hosts used by the employee that are connected to the Lab Services, Inc. Internet/Intranet/Extranet, whether owned by the employee or Lab Services, Inc., shall be continually executing approved virus-scanning software with a current virus database.

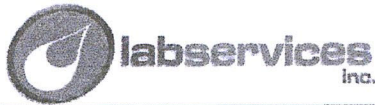
Lab Services, Inc. utilizes NORTON software license with VPN.
9. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Lab Services, Inc. authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Lab Services, Inc.-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.



POLICY / PROCEDURE TITLE: SECURITY POLICY		POLICY NUMBER: LSI-1601
EFFECTIVE DATE: 01/01/2016		PAGE 3 OF 5
FINAL APPROVAL SIGNATURE:		DATE SIGNATURE AFFIXED: 01/16
REPLACES POLICY		REVIEWED DATE(S):
NUMBER:	DATED:	
		REVISED DATE(S):

System and Network Activities

The following activities are strictly prohibited, with no exceptions

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Lab Services, Inc..
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Lab Services, Inc. or the end user does not have an active license is strictly prohibited. The use of any recording device such as, but not limited to, digital cameras, video cameras, and cell phone cameras, within the premises of all Lab Services, Inc. properties is prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a Lab Services, Inc. computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
7. Making fraudulent offers of products, items, or services originating from any Lab Services, Inc. account.
8. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
10. Port scanning or security scanning is expressly prohibited unless prior notification to IT is made.
11. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
12. Circumventing user authentication or security of any host, network or account.
13. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
14. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.



POLICY / PROCEDURE TITLE: SECURITY POLICY		POLICY NUMBER: LSI-1601
EFFECTIVE DATE: 01/01/2016		PAGE 4 OF 5
FINAL APPROVAL SIGNATURE:		DATE SIGNATURE AFFIXED: 01/16
REPLACES POLICY		REVIEWED DATE(S):
NUMBER:	DATED:	
		REVISED DATE(S):

15. Providing information about, or lists of, Lab Services, Inc. employees to parties outside Lab Services, Inc..

Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within Lab Services, Inc.'s networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Lab Services, Inc. or connected via Lab Services, Inc.'s network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Definitions

Spam Unauthorized and/or unsolicited electronic mass mailings.

Acceptance Signature:

Employee / Contractor / Third Party Signature

Date

Printed Name

Date of Security Awareness Training

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LAB SERVICES INC
MISSION, TX United States

Certificate Number:
2020-579507

Date Filed:
01/21/2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
HIDALGO COUNTY PURCHASING DEPARTMENT - TEXAS

Date Acknowledged:

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

RFB: 2020-001-02-05-YZV
Drug & Alcohol Testing for H.C. Employees

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAB SERVICES INC	MISSION, TX United States	X	

5 Check only if there is NO Interested Party.

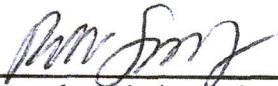
6 UNSWORN DECLARATION

My name is RICHARD GASTON JR, MT (RSCF), and my date of birth is _____.

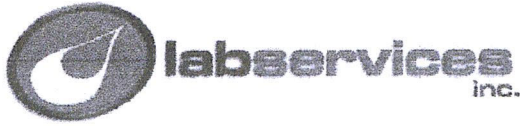
My address is 2031 E GRIFPIN PKWY, MISSION TX 78572 U.S.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in HIDALGO County, State of TEXAS, on the 3rd day of FEB, 20 20
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Contracted Clients - Business References

Hidalgo County Sheriff Office.....956-393-6000

Sgt. Fred Perez, Internal Affairs

711 El Cibolo Rd.

Edinburg, TX 78539

Project: E-17-306-11-28 Drug & Alcohol Testing Services

Drug & Alcohol Testing Services for HR 24/7/365

- Non-DOT split sample testing services with Hair/blood drug testing options
- Monthly randomization and testing for services
- 450 Detention Center & 375 Sheriff Office Employees

Since Jan 2018 - Now

City of Mission Risk Management.....956-580-8717

Mr. Robert Hinojosa, Director

Project: 10-289-10-04 Drug & Alcohol Screenings 24/7/365

1201 E 8th Street, Mission, TX 78572

- Non-DOT split sample testing services with Hair & blood drug testing options
- Monthly randomization and testing for services Post accidents, reasonable suspicion for departments including Police Dept. & Fire Department.

Since Nov. 2018 - Now

Hidalgo County Appraisal District.....956-381-8466

Lydia Elizondo, Manager

Drug & Alcohol Testing Services

Non-DOT split sample testing services with Hair & blood drug testing options

Since May 2017 - Now

SHAH EYE CENTER, P.A.....956-583-0202

IOPTICAL 1506 E Griffin Pkwy

Mission, TX 78572

Drug & Alcohol Testing Services

Non-DOT split sample testing services with Hair & blood drug testing options

Since 2011 – Now Betty Lopez

All Star Medical Supply.....956-624-5555

Mr. Frank Guerra

4201 N 22nd Street

McAllen, TX 78504

Law Office of Jose W Hernandez PLLC.....956-603-2058

Mr. Jose Hernandez

206 W Stubbs St

Edinburg TX 78539

Dr. Jose C Picasso, DC.....956-585-2225

Therapy & Rehab Clinic

Mission, TX 78572



Office of the Secretary of State

CERTIFICATE OF INCORPORATION OF

LABSERVICES, INC.
Filing Number: 800188623

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/31/2003

Effective: 03/31/2003



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea
Secretary of State



Franchise Tax Account Status

As of : 11/14/2019 09:09:10

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

LABSERVICES, INC.

Texas Taxpayer Number 32011096735

Mailing Address 2031 E GRIFFIN PKWY MISSION, TX 78572-3222

Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 03/31/2003

Texas SOS File Number 0800188623

Registered Agent Name RICARDO GAYTAN JR

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
LAB SERVICES INC
2031 E GRIFFIN PKWY
MISSION, TX 78572

CLIA ID NUMBER
45D1010460

EFFECTIVE DATE
07/21/2019

LABORATORY DIRECTOR
RICARDO GAYTAN JR

EXPIRATION DATE
07/20/2021

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.




A handwritten signature in cursive script that reads "Karen W. Dyer".


Karen W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

Provider Information for 1689665580



Search (Registry) / Back to Results / NPI View

LAB SERVICES INC
 Organization Subpart: NO

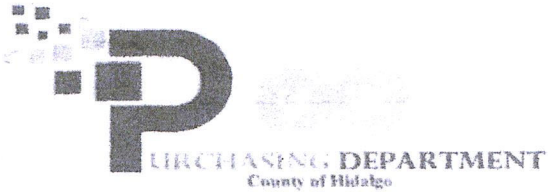
 NPI: 1689665580

 Last Updated: 2014-09-17
 Certification Date:

Details

Name	Value															
NPI	1689665580															
Enumeration Date	2005-10-31															
NPI Type	2- Organization															
Status	Active															
Authorized Official Information	Name: RICARDO GAYTAN MT(ASCP) CLS(NCA) Title: DIRECTOR Phone: 956-424-3000															
Mailing Address	2031 E GRIFFIN PKWY MISSION, TX 78572-3222 United States Phone: 956-424-3000 Fax: View Map (registry/map-view?q=2031 E GRIFFIN PKWY, MISSION, TX, 785723222, United States) 															
Primary Practice Address	2031 E GRIFFIN PKWY MISSION, TX 78572-3222 United States Phone: 956-424-3000 Fax: View Map (registry/map-view?q=2031 E GRIFFIN PKWY, MISSION, TX, 785723222, United States) 															
Health Information Exchange	<table border="1"> <thead> <tr> <th>Endpoint Type</th> <th>Endpoint</th> <th>Endpoint Description</th> <th>Use</th> <th>Content Type</th> <th>Affiliation</th> <th>Endpoint Location</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Endpoint Type	Endpoint	Endpoint Description	Use	Content Type	Affiliation	Endpoint Location								
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Taxonomy	<table border="1"> <thead> <tr> <th>Primary Taxonomy</th> <th>Selected Taxonomy</th> <th>State</th> <th>License Number</th> </tr> </thead> <tbody> <tr> <td>Yes</td> <td>291U00000X - Clinical Medical Laboratory</td> <td>TX</td> <td>45D1010460</td> </tr> </tbody> </table>	Primary Taxonomy	Selected Taxonomy	State	License Number	Yes	291U00000X - Clinical Medical Laboratory	TX	45D1010460							
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2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

January 27, 2020

Re: Addendum No. 1

RFB No: 2020-001-02-05-YZV

Hidalgo County - "Drug & Alcohol Testing for H.C. Employees"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1**, in connection with **"HIDALGO COUNTY"** Request for Bids (RFB) for "Drug & Alcohol Testing for H.C. Employees"

Please add this **ADDENDUM NO. 1** to your response, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3, paragraph 4 number 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA E-MAIL TO: yolanda.velasquez@co.hidalgo.tx.us.

If you do not receive all four (4) pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626 x-4881.

Please be advised that this **ADDENDUM NO. 1** will complete your response for **Hidalgo County "Drug & Alcohol Testing for H.C. Employees"**

Thank you for your prompt attention to this matter.

BY: Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: [Signature]
ADDENDUM NO. 1
ACKNOWLEDEMENT OF RECEIPT

BY: RICHARD GUYTON MI (ASCP)
Print Name

MLS/yzv
Enclosures

ADDENDUM NO. 1

January 27, 2020

RFB No. 2020-001-02-05-YZV

Hidalgo County

"DRUG & ALCOHOL TESTING FOR H.C. EMPLOYEES"

PLEASE NOTE THE FOLLOWING CHANGES:

RFB specifications have been modified to add number 22 for inclusion of Language.

Language is for information purpose only. Therefore please replace existing page three (3) and four (4) from current Specifications (Exhibit A) and replace with enclosed pages.

Please add this Addendum No 1 to your Response (RFB) so as to permit your company to submit a complete response.

I, RICHARD GAYTMN MT (ASCP), acknowledge receipt of ADDENDUM NO. 1 dated, January 27, 2020 *RFB NO.:2020-001-02-05-YZV Hidalgo County – "Drug & Alcohol Testing for H.C. Employees"*

RICHARD GAYTMN MT (ASCP)

Printed Name

01-28-20

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR RESPONSE IN ORDER TO COMPLETE YOUR RESPONSE.

13. Test results other than "stat" shall be performed and results returned after review by MRO as they become available. Vendor shall not divulge test results in any form to anyone other than those Hidalgo County Representatives designated in section 12 above or their respective supervisor or as authorized by the Hidalgo County Executive Officer. Vendor must comply with applicable laws, regulations and/or policy regarding confidentiality of test results and related information, including but not limited to, the Health Information Portability and Accountability Act (HIPAA).
14. Statistical reports of test results may be requested from the vendor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated County representative.
15. Effective October 01, 2010, the County of Hidalgo, Texas Commissioners adopted the United States Department of Transportation Standards for;
 - Alcohol and detectable level,
 - Type of Drug (substance) and detectable levels.
16. Vendor shall possess capability for collection of urine samples and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations 24 hours a day, 7 days a week. Pre-employment and Random Testing will require the capability of testing as needed by the Human Resources Department.
17. Vendor shall be able to respond after hours and weekends. Vendor's respond and arrival time shall be under two (2) hours after being notified.
18. **QUALIFICATIONS OF THE VENDOR** – Shall remain current on testing and medical standards for all services to be performed as a result of this contract. Vendor shall provide the County Purchasing Department with all licenses and certificates (if applicable) when they are renewed.
19. Vendor shall provide all chain of custody forms, supplies, and equipment necessary to collect analyze and store urine specimens for both US DOT and NON DOT collections.
20. Drug testing according to Federal Guidelines. Bid shall include an individual and a total test fee(s). Bid shall indicate fee(s) for urine and breath tests as requested on Bid Page (Exhibit "B").
21. **TESTING SITE**– Vendor shall be available on an as needed basis to provide services in *EASTERN* (Precinct No. 1) *CENTRAL* (Precinct No. 2 or 4) and *WESTERN* (Precinct No. 3) Hidalgo County including a locked, secured box, etc. for private articles where applicable.
22. **VENDOR** shall abide by any and all Federal and/or State reporting requirements, including but not limited to any requirements of the Federal Motor Carrier Administration Clearinghouse Rules as part of the Federal Motor Carrier Administration- Controlled Substance and Alcohol testing provision found in 49 C.F.R. part 382. Further, Vendor shall cooperate with and assist County or its agent(s) as needed with any requirements it has under the same.

TERMS AND CONDITIONS

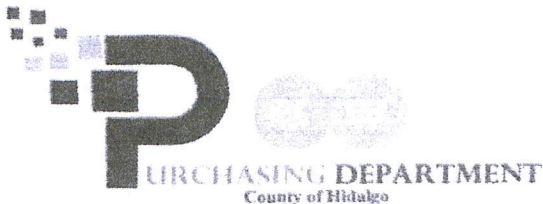
1. **CONTRACT TERM** – This Contract shall be for a period of two (2) years, and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contract persons and telephone numbers for the contact persons, who can verify your performance as a vendor with Government Entities in the State of Texas. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

2. Vendor must have been in business within the past five (5) years.
3. Hidalgo County will seek purchases/services from State awarded vendors whenever it is, its best interest to do so.
4. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
5. Any contract awarded to a successful bidder will be in effect until;
 - The contract expires
 - Delivery acceptance of products and/or performance of services ordered, or
 - Terminated by County with thirty (30) days written notice prior to the cancellations.
6. Hidalgo County reserves the right to award the bid to ONE OR MULTIPLE bidders if the County determines it is in its best interest to do so.
7. **INSURANCE REQUIREMENTS** for this project to be maintained though out the contract term (Refer to limits in Exhibit "C").
8. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
9. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.
10. All applicable forms in this packet shall be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 OR VIA E-MAIL TO volanda.velasquez@co.hidalgo.tx.us by NO LATER THAN, **Monday, January 27, 2020 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Wednesday, January 29, 2020 by 5:00 P.M.**



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

MEMORANDUM

To: All Participating Vendors
From: Yolanda Velasquez, Contract Specialist II *YZV*
H. C. Purchasing Department
Date: January 27, 2020
Subject: HIDALGO COUNTY --"DRUG & ALCOHOL TESTING FOR H.C. EMPLOYEES"
RFB No.: 2020-001-02-05-YZV

The following information is in response to written questions received from a participating vendor in connection with the project referenced above:

Question No. 1: Why do we need to have automobile insurance if we do not have any company vehicles?

Answer No. 1:

It is a County legal requirements.

Question No. 2: Why do we need to add the county as an additional insured?

Answer No. 2:

County legal requirement.

Question No. 3: Who is currently providing you with "reasonable suspicion" training?

Answer No. 3:

Fred Pryor online training and/or live seminars.

Question No. 4: Can references be other non-governmental agencies in which we do the same volume of work that the County does?

Answer No. 4:

Prefer County/Municipalities but will consider non-governmental with same volume as County.

Please acknowledge receipt of these questions and response by signing below and returning back via e-mail yolanda.velasquez@co.hidalgo.tx.us. Should you require additional information, please do not hesitate to call me at (956) 318-2626 ext. 4881.

Thank you.

Authorized Signature

RICHTARD GARYAN MT (ASLP) 1-30-20

Printed Name

Date

EXHIBIT “B”

FEE SCHEDULE

EXHIBIT “C”

CERTIFICATE OF
INSURANCE