

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR EMPLOYEE ALCOHOL AND DRUG TESTING
PURSUANT TO RFP 22-003**

THIS AGREEMENT (“Agreement”) is made and entered into by and between **Fort Bend County**, (“County”), a body corporate and politic under the laws of the State of Texas, and **DSI Medical Services, Inc.**, (“Contractor”), a company authorized to conduct business in the State of Texas; hereinafter collectively referred to as “Parties.”

WITNESSETH

WHEREAS, County desires that Contractor perform employee alcohol and drug testing services (“Services”) as provided by the Scope of Services (attached hereto as “Exhibit A” and incorporated by reference); and

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

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

AGREEMENT

SECTION 1. Scope of Services.

A. Contractor shall render Services in accordance with Exhibit A to this Agreement.

SECTION 2. Personnel.

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

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

SECTION 3. Compensation and Payment.

A. Contractor’s fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Seventy Thousand dollars and 00/100 (\$70,000.00). In no case shall

the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

- B. Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost, or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. Mutually approved travel and mileage expenses incurred in the performance of required services will be reimbursed to Contractor to the extent that those costs that do not exceed Fort Bend County travel reimbursement limits to attached and incorporated as Exhibit B to this Agreement. Contractor will not be reimbursed for costs in excess of those listed in Exhibit B.
- E. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

SECTION 4. Limit of Appropriation.

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy Thousand dollars and 00/100 (\$70,000.00), specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Seventy Thousand and dollars 00/100 (\$70,000.00).

SECTION 5. Time of Performance or Term.

This Agreement shall be effective on October 1, 2021, ("Effective Date") and shall continue thereafter for a term of one (1) year through September 30, 2022, ("Initial Term"), unless sooner terminated by mutual consent of the Parties or in accordance with Section 6 "Termination" below with the option to renew under the same terms and conditions for up to four (4) additional one (1) year terms (each, a "Renewal Term"), unless either Party notifies the other Party in writing of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of any one (1) year term.

SECTION 6. Termination.

- A. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice issued by the County Judge or the Department Head.

- B. Termination for Default
 - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

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

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

SECTION 7. Modification and Waivers.

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

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

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

SECTION 8. Ownership and Reuse of Documents.

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

SECTION 9. Inspection of Books and Records.

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

SECTION 10. Insurance.

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

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

5. Professional Liability insurance for errors and omissions with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the annual aggregate.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

SECTION 11. Indemnity.

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

SECTION 12. Confidential and Proprietary Information.

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

- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

SECTION 13. Independent Contractor.

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing

work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

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

SECTION 14. Notices.

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

To County: Fort Bend County
 Attn: County Judge
 401 Jackson Street, 1st Floor
 Richmond, Texas 77469

With copy to: Fort Bend County Purchasing Department
 Attn: Purchasing Agent
 301 Jackson Street, Suite 201
 Richmond, TX 77469

To Contractor: DSI Medical Services, Inc.
 300 Welsh Rd., Bldg 4, Ste 160
 Horsham, PA 19044

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14(A) and 14(B) and if the addressee has received the Notice. A Notice is deemed received as follows:
 - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

SECTION 15. Compliance With Laws.

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

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

SECTION 16. Performance Warranty.

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

SECTION 17. Assignment and Delegation.

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

SECTION 18. Applicable Law.

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

SECTION 19. Successors and Assigns.

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

SECTION 20. Third Party Beneficiaries.

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

SECTION 21. Severability.

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

SECTION 22. Publicity.

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

SECTION 23. Captions.

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

SECTION 24. Conflict.

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls in all instances to the extent of the conflict.

SECTION 25. Certain State Law Requirements for Contracts.

The contents of this Section are required by Texas Law and are included by County regardless of content.

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

SECTION 26. Human Trafficking.

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

SECTION 27. Entire Agreement.

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}


{EXECUTION PAGE TO FOLLOW}

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2021.

FORT BEND COUNTY

DSI MEDICAL SERVICES, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Matthew Wrobel

Authorized Agent- Printed Name

ATTEST:

Business Unit Manager

Title

Laura Richard, County Clerk

9/8/2021

Date

Attachments: Exhibit A: Scope of Services
Exhibit B: Fort Bend County Travel Policy

i:\agreements\2022 agreements\purchasing\dsi medical services, inc. (22-purch-100088)\agreement for employee drug and alcohol testing.rfp 22-003 (kcj - 09.08.2021)

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

EXHIBIT A



Fort Bend County, TX

Request For Proposal #22-003

"Alcohol & Drug Testing"

STATEMENT OF WORK Provided By:

DSI MEDICAL SERVICES, INC.

Roger Hornby

Vice President – Business Development

300 Welsh Rd, Bldg 4, Ste 160

Horsham PA 19044

P 800.770.0531 x1729

F 215.957.0640

E roger.hornby@dsimed.com

6/25/2021



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TABLE OF CONTENTS

| | |
|---|--------|
| 1. Executive Summary / Letter of Transmittal..... | pg. 3 |
| 2. Understanding of Requirements | pg. 5 |
| 3. SAMHSA Laboratory | pg. 10 |
| 4. Staff Resources | pg. 12 |
| 5. Medical Review Officer (MRO) Services..... | pg. 13 |
| 6. Experience / References | pg. 14 |
| 7. Alternative Collection Sites | pg. 15 |
| 8. Pricing & RFP Required Documents | |



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EXECUTIVE SUMMARY / Letter of Transmittal

Contact

Roger Hornby (**Primary Contact**)
Vice President of Business Development

P 800.770.0531 x1729 **C** 215.740.3689

F 215.443.3037

E roger.hornby@dsimed.com

Matt Wrobel
Business Unit Manager

P 800.770.0531 x1720

E matthew.wrobel@dsimed.com

Summary

DSI Medical Services Inc., **founded in 1991, CELEBRATING over 30 years of extensive experience of State & Federal laws outlined in the Omnibus Transportation Employee Testing Act of 1991 and The Drug-Free Workplace Act of 1988**, is a NATIONAL TPA that will provide drug & alcohol management services utilizing a HHS / SAMHSA Certified Laboratory for both initial screening and GC/MS confirmation of non-negative specimens, in order to permit FT BEND COUNTY to meet its regulatory responsibilities under Department of Transportation (DOT) regulations including, but not limited to, **49 CFR Parts 40, 219, 382, 383, 390-397, 399 and 655, as well as 20 CFR Part 29**. Additionally, FORT BEND COUNTY's policies mandate a drug free workplace for all its employees, so DSI Medical will provide drug testing services under NON-DOT environments, with the same legal defensibility as its Federally-mandated programs.

The HHS / SAMHSA Certified Laboratory will provide account coded chain of custody and control forms to respective FORT BEND COUNTY departments. **For walk-in clinics, DSI Medical will provide an online portal for locating and placing orders for UDS collections, BATs, and/or DOT Physicals, utilizing the ELECTRONIC chain of custody and control form**. Additionally, (if necessary) any compliant urine collection kits will accompany supply orders generated via our website by respective company contacts. **All laboratory testing will be conducted in full compliance with Federal DOT regulations, as well as for NON-DOT testing in the same fashion.**

DSI Medical will provide medical review officer (MRO) services through its contract with i-3 Medical Review Services. All MRO's are fully certified through the American Association of Medical Review Officers (AAMRO), representing accreditation in all 50 states, and are current & in compliance with Federal & State regulations.

DSI Medical will provide management oversight to the corporate substance abuse testing programs up to & including: maintenance of the random pool selections, alternate selections, result reporting following MRO review, electronic notification to DER when negative results are posted, blind specimens, litigation support packages, expert witness testimony, **MIS and management reports**, & onsite mobile collection services and/or local collection centers for FORT BEND COUNTY, for any pre-employment, random, post-accident, reasonable cause, return-to-duty, and/or follow up drug & alcohol tests annually. **Additionally, DSI will provide administrative management services, regulatory guidance, updates, & interpretation, as well as labor grievance support, and education, to help ensure compliance of your employees with your company drug testing program.**



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Profile Data

DSI Medical’s drug testing policies, procedures and practices are in accordance with and comply with the requests in this RFP, as well as all applicable governmental laws, rules and regulations at both the Federal and State levels. **Neither DSI Medical, nor any individuals assigned to this agreement, are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. DSI Medical is not part of any pending civil litigation, arbitration, or proceedings that would affect its capability of providing the requested services.**

Insurance

Included is the Liability Insurance Certificate of DSI Medical Services Inc. by Provider: The Greater Rochester Assurance Company. DSI has coverage under General Liability (\$2,000,000), Workers Compensation & Employers’ Liability (\$1,000,000), Professional Liability (\$2,000,000), Automobile Liability (\$1,000,000), and Excess Liability (\$5,000,000) which is over General Liability and Auto & Employers Liability only. FORT BEND COUNTY The Transportation Solutions to be listed as “Additionally Insured” upon request.

Acceptance of Terms

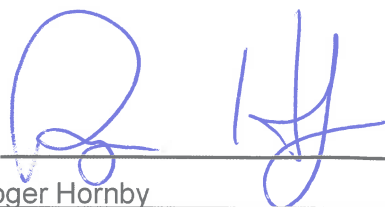
This Statement of Work (Professional Services Agreement) for ALCOHOL & DRUG TESTING, dated June 2021, is a proposed agreement entered into by and between FORT BEND COUNTY and DSI Medical Services (DSI) Inc., from October 1, 2021 through September 30, 2022, with the option to renew up to four (4) additional one (1) year terms, and is subject to the same terms and conditions, including the PRICE TAB, and valid for one hundred twenty (120) days from opening date of RFP.

DSI Medical will maintain full acceptance of proposed services, with acknowledgement of all addendum, throughout the duration of said purchase order or contract resulting from this RFP / Technical Proposal. In addition, DSI Medical will comply with the Standard Contract Clauses required by the FORT BEND COUNTY. Executed on the dates set forth below by the undersigned authorized representatives of both Parties.

FORT BEND COUNTY

DSI Medical Services, Inc.
300 Welsh Rd, Bldg 4, Ste 160
Horsham PA 19044
800.770.0531 x1729

By: _____
Signature: _____
Name: _____
Title: _____
Date: _____

By: 
Signature: _____
Name: Roger Hornby
Title: VP Business Development
Date: 06/25/2021



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UNDERSTANDING OF REQUIREMENTS

DSI Medical will manage the drug and alcohol testing services for FORT BEND COUNTY. Program management includes urine specimen testing at a HHS / SAMHSA laboratory under Federal & State & protocols, associated supplies for specimen collection, and overnight specimen transportation, to the laboratory from the collection site and/or mobile collector.

The HHS / SAMHSA laboratory will report all results to a designated certified Medical Review Officer (MRO) who will in conjunction with MRO staff will review all non- negative results. MRO staff will coordinate and verify receipt of the MRO copy or equivalent copy of the chain of custody and control form permitting MRO ruling and result release in an expeditious manner. Any non-negative specimen will result in the medical review officer contacting the donor and providing the opportunity for the donor to explain (and provide) medical justification for the laboratory findings. Absent medical justification the MRO will rule the test result accordingly. **Every positive drug test result reviewed by the MRO will first be reported telephonically** to the respective designated employer representative (DER) before the result is release electronically to the confidential account and password protected DSI web site.

DSI Medical will serve as a single point of contact for any drug or alcohol test inquiries from FORT BEND COUNTY management. DSI senior management is readily available to provide regulatory guidance or interpretation to any management representative as currently is the practice. DSI will provide quarterly/monthly random drug selections to the respective district contacts. **DSI utilizes the scientifically validated i-3 program for FORT BEND COUNTY's random selections. This highly acclaimed random software program assures completerandomness of the employees selected.**

Additionally, result information will be data entered into the confidential password protected web-based account for random statistical accounting and MIS reporting. DSI Medical will provide drug test result reporting **(typically less than 24 hours for negatives and 24-72 hours for "non-negatives")** via the confidential account & password DSI web site. **DSI Medical will maintain records & data collected of each donor on our server, with results accessible 24 /7 online to respective FORT BEND COUNTY contacts.**

FORT BEND COUNTY management will electronically forward an updated pool roster to our random pool administrator to load on our secure FTPS site. Alternate selections are readily available electronically should an initial random selection not be available during the selection period. Random statistical reports will be provided at any time to reflect current random statistical data and demonstrate the programs tracking for annual compliance and MIS reporting.

Deliverables

All services and supplies will be in place for FORT BEND COUNTY within the agreed upon implementation period (generally within 1 week), following approval and acceptance of DSI Medical serving as FORT BEND COUNTY's Third Party Administrator (TPA), including creating & delivery of Chain of Custody forms to designated locations, collection kits, shipping materials, etc., at NO ADDITIONAL CHARGE.



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Employee Education & Supervisor Training

Any training regarding DSI Medical's system utilization & functionality, location of network providers, supply order capability, or any additional needs, will be coordinated with respective FORT BEND COUNTY contacts. **Senior Management remains versed & up-to-date on Federal regulatory updates/changes & will provide guidance so that the FORT BEND COUNTY has the right tools in place to be in compliance at all times.**

DSI Medical program management training is included with our service. However, if requiring FEDERAL compliant "Reasonable Suspicion" training for supervisors and/or employees, this service is available online, and can be purchased on a "Per License" basis. DSI Medical offers this training through their online curriculums, and these trainings meet the DOT requirements in accordance with 49 CFR Part 382.603 and 382.307, as well as your company's unique needs, including, but not limited to, the following: Reasonable Suspicion, Drug & Alcohol Awareness, General Hazardous materials, driver file documentation, etc., and training is available on an "as needed" or "refresher" basis.

Random Drug Testing Selections

DSI utilizes the scientifically validated Scanlon Associates program for random selection. **This highly acclaimed random software program assures complete randomness of the employees selected, for multiple pool requirements of DOT entities including: FMCSA, FRA, FTA, USCG, PHMSA, and FAA.** The selection process has withstood labor challenges including a NLRB challenge. Since the early challenges surrounding random testing, there has not been any claim whereby the selection process has been disputed.

Selections are done on a monthly or quarterly basis, dependent upon your preference. **Selections are posted to our confidential password protected web site and permit client monitoring and requests for alternates.** Selected donors are removed from a pending status as random tests are completed. Monitoring of your random program by DSI's staff assists in adjusting the number of employees selected to assure the clients' compliance with Federal & company random testing requirements, along with notification of all DOT selected individuals who did not complete their testing during selection period.

(In accordance with HIPAA, outside facing client portal has successfully passed numerous penetration / vulnerability and application scans. Mobile devices can also use this Symantec Encryption, however USB ports are disabled using Symantec Endpoint Protection. As well, end users are required to change password every 90 days, containing strong encryption features (with a minimum 8 characters, Upper, Lower, Number, Special Character). Users are also susceptible to being locked out after 5 unsuccessful attempts. In addition, the web portal utilizes SFAX and Protected Trust email encryption.

Random Breath Alcohol tests will be performed by a certified breath alcohol technician, whether mobile or at a collection facility, via a DOT approved breathalyzer machine. For any test with alcohol level of 0.2 or greater, a confirmation test will be administered within 15 minutes of initial test, per the Federal guidelines, and notification to the client will be made immediately.



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Urine and/or Breath Alcohol Mobile On-Site SCHEDULED Collections

DSI Medical Services, Inc. employs a sub-contracted team of Federally-certified drug / BAT collectors whom can perform on-site collections for FORT BEND COUNTY. These collectors will be responsible for transportation of specimen to lab & necessary paperwork to DSI Medical. Mobile collectors are available by scheduled appointments for onsite collection needs.

Emergency Mobile On-Site UNSCHEDULED Post-Accident / Suspicion Services

For any "After Hours" Emergency testing needs, DSI Medical will make available, upon calling an Emergency phone line, a team of Federally certified UDS & BAT collectors if requested:

- Our national mobile collection team, ARCpoint Labs of Sugarland, will be available to provide both "after hours" and during normal business hour mobile collection needs. Please see cost Quotation for charges for both "scheduled" and "unscheduled" emergency service needs.
- Per the Federal Regulations, any post-accident breath alcohol testing will be performed no more than 2 hours, to a max of 8 hours (with documentation), and drug testing no more than thirty-two (32) hours, after an accident, unless unforeseen circumstances prevent from doing so. Any additional FORT BEND COUNTY specific requests will be met to the best of our abilities.

Transition, Implementation, & Counseling

Transition & implementation will occur over a 1 - 2 week period. An initial conference call between DSI Medical & FORT BEND COUNTY management can be scheduled to establish expectations for training timelines, creation & delivery of Chain of custody forms to designated locations, proper destruction of existing Chain of custody forms, discussion of FORT BEND COUNTY's random pool management, and introduction to our website reporting system, collection site finder, billing system, etc. with your Designated Employee Representative (DER).

A "Substance Abuse Professional" referral letter is available for all donors who test and confirm positive by the MRO. In addition, even though **DSI Medical does not provide direct treatment services**, 49 CRFP Part **40.287 states: "As an employer, you must provide to each employee (including an applicant or new employee) who violates a DOT drug and alcohol regulation a listing of SAPs readily available to the employee and acceptable to you, with names, addresses, and telephone numbers. You cannot charge the employee any fee for compiling or providing this list. You may provide this list yourself or through a C/TPA or another service agent."**

As **added value service**, DSI Medical can provide you with contact information to a "Service Agent" that is listed within the *DOT's Office of Drug and Alcohol Policy and Compliance - Employers Handbook for Guidance and Best Practices*. This Service Agent maintains a nationwide network of DOT qualified substance abuse professionals (SAPs).

It is up to you, as the employer, to make contact with this "Service Agent" to assure that you are following the guidelines set forth by the DOT for providing SAP referrals.

To access these services please call: **888.720.SAPS (7277) or 410.668.8110**



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Litigation Support / Labor Grievance Consulting – Exclusive to DSI customers!

- DSI Medical Services will assist your company with grievance preparation and/or unemployment claims analysis and review. The following are some of the ways in which assistance and support can be given:
- Pre-case discussion highlighting strengths, weaknesses, previous decisions, and potential conflicts (if any) with collective bargaining agreement.
- Provision of support documentation for case preparation and discussions with labor representative presenting the case.
- Provision of support documentation for case preparation and discussions with Human Resource representative presenting the case for unemployment challenges.
- Review Company Substance Abuse and Testing Policies and provide input.
- Act as liaison between company and laboratory toxicologist(s) to assure that all claims are addressed in an expert opinion that can be submitted at any hearing that might occur.
- Additionally, DSI's professionals are available to clients for questions and counseling on drug and alcohol testing issues or matters.

Billing and Recordkeeping

Test result reporting occurs immediately upon release from the medical review officer. GC/MS negative results are released and reported, **on average, 24 hours (or less) with e-mail notification** to respective DER advising new results have been posted to the confidential password protected web site (*Faxed & Email attached results available upon request*). **Positives & Refusal to Test drug test rulings are first communicated telephonically to the respective DER prior to release to the confidential password protected web site.** Immediate communication of Positive & Refusal to Test results is also made for breath alcohol testing.

All services are invoiced monthly, VIA 1 SIMPLE INVOICE!!! Billing can be itemized / subtotaled per FORT BEND COUNTY location for tracking convenience. Acceptable payments include: Net 15, Net 30, or Credit Card accepted. Invoices will be billed inclusive of Lab costs, MRO services, UDS & BAT collection fees, and Physicals when placing orders online through the ONE Portal. Mobile / Emergency fees, online training course licenses, and onsite services will be billed in arrears of services performed.



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Record Keeping / Data Collection

DSI Medical Services Website, accessible 24/7, www.dsimed.com

- Immediate release of negative results available in MRO ruling format to the confidential website following your Medical Review Officer's review, typically less than 24 hours.
- **Ability to locate & coordinate with additional local or out-of-area collection sites to facilitate DOT and/or Non-DOT drug testing.**
- Ability to retrieve rulings electronically securely and forward to designated company locations via e-mail.
- **Access to current year and previous 4 years of results (non-negative) available at your convenience and retrievable according to your company's requirements.**
- E-mail OR Secure Faxed Result (fax # provided by customer) to the designated employer representative (DER) every time a new result is posted to the web site.
- E-mail notification to the DER, along with a call to collection site during normal business hours of 9am-6pm Monday – Friday, for every pending result that cannot be released due to the MRO not receiving the MRO copy of the chain of custody form.
- The ability to print your company's individual MRO rulings (secure encrypted data) based on your selection criteria e.g. by date, by test reason, by DOT vs. Non –DOT.
- Customized Reports to facilitate your program management (Random Testing Monitoring).

Management Reports

- DSI Medical, via i-3 software that powers our website www.dsimed.com, generates the following reports for our clients:
- **DOT Annual MIS Summary: This summary includes all drug & alcohol testing information required with the exception of refusals, education and disposition of drivers.**
- Random Recap Report - provides detailed information including "donors not tested" - (available monthly/quarterly depending on client's random program).
- Positive Recap Report - details the client's positive donors for a requested period of time - (issued upon request).
- Donor List - details donors by a variety of sorts (i.e., location, reason for test) - (issued upon request).
- Customized Monthly Reports as required by the client are accessible anytime.
- **Bi-Annual Lab Reports - sent directly to client from the labs.**



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HHS/SAMHSA LAB: ALERE TOXICOLOGY LABORATORIES

- Alere Toxicology Services, 1111 Newton St, Gretna LA 70053, 504-361-8989
- Alere Toxicology Services, 450 Southlake Blvd, Richmond VA 23236, 804-378-9130

All Alere Toxicology Laboratory procedures are documented in their Standard Operating Procedure Manual. As a SAMHSA / HHS certified laboratory this manual is reviewed, and all actions are scrutinized to assure strict compliance with the SOPs every six months by independent inspectors assigned by SAMHSA. Chain of Custody procedures are included in every aspect of the drug testing, from the time a kit is received by an Alere employee until it's disposal, be that a day later as in the case of a negative specimen, or a year later, should the specimen be positive. Alere's quality assurance program includes both internal and external "blind specimen" submission. Alere Toxicology surpasses required quality assurance measures through outside contracts for constant submission of blind proficiency specimens.

In accordance with Department of Health and Human Services Regulations (Mandatory Guidelines for Federal Workplace Drug Testing Programs) will be performed in the following manner:

- Each specimen is accessioned upon arrival at Alere Toxicology Labs. A series of bar-coded numbers is applied to the specimen, as well as all accompanying documentation. After accessioning, each "primary" specimen is sampled for the initial testing. During the aliquoting process, each specimen is observed for signs of adulteration or tampering.
- Immunoassay screening via the EMIT method is performed on all urine specimens. For those companies performing DOT required testing, the initial screening is for marijuana, cocaine, phencyclidine, opiates/opioids, amphetamines, 6-AM, and MDMA, MDA. Cutoff levels utilized in the screening are as follows --

| DRUG CLASS | INITIAL TEST LEVEL | CONFIRMATORY TEST LEVEL |
|--------------------------|--------------------|-------------------------|
| AMPHETAMINES | 500 ng/mL | |
| Amphetamine | | 250 ng/mL |
| Methamphetamine | | 250 ng/mL |
| COCAINE METABOLITES | 150 ng/mL | 100 ng/mL |
| MARIJUANA METABOLITES | 50 ng/mL | 15 ng/mL |
| MDA-ANALOGUES | 500 ng/mL | |
| MDA | | 250 ng/mL |
| MDMA | | 250 ng/mL |
| OPIATES | 2000 ng/mL | |
| Morphine | | 2000 ng/mL |
| Codeine | | 2000 ng/mL |
| OPIATES (SEMI-SYNTHETIC) | 300 ng/mL | |
| Hydromorphone | | 100 ng/mL |
| Hydrocodone | | 100 ng/mL |
| 6-ACETYLMORPHINE | 10 ng/mL | 10 ng/mL |
| OXYCODONES | 100 ng/mL | |
| Oxycodone | | 100 ng/mL |
| Oxycodone | | 100 ng/mL |
| PHENCYCLIDINE | 25 ng/mL | 25 ng/mL |



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- During the EMIT process each specimen is analyzed for CREATININE (a non-protein nitrogenous constituted of normal urine) to check for dilution of the specimen; Specific Gravity is performed on those specimens with a low creatinine measure, pH, and oxidizing adulterants. Additionally, any specimen identified by the laboratory as “suspicious” is subjected to testing for a wide variety of adulterants.
- Results on those specimens testing Negative via immunoassay screening are released from the laboratory to the Medical Review Officer. In the case of specimens testing “positive” via immunoassay screening, a second aliquot of the primary specimen is taken to confirmatory testing utilizing Gas Chromatography/Mass Spectrometry. Specimens reported Positive via GC/MS must be at or above the following cutoff levels –
- Additionally, Methamphetamine positives must contain a minimum of 200 ng/mL Amphetamine (Methamphetamine metabolite). Specimens confirmed Positive via GC/MS would be reported as positive to the Medical Review Officer.
- A Non-DOT lookalike panel will be made available to order for Non-Federal testing needs. Cutoffs will mirror exactly as listed for the DOT cutoff levels & procedures.

Alere Toxicology laboratories has scientifically validated procedures in place to perform testing for “d” and “l” (amphetamine) isomer testing. This test is performed upon written request from the Medical Review Officer, and at NO ADDITIONAL CHARGE to the client. These procedures are scrutinized during audits and have been found to provide the forensic quantum-of-proof necessary for any challenges during litigation.

QUALITY ASSURANCE: Data handling procedures are dictated by SAMHSA / HHS to be highly secure at every step. Additionally, accession numbers applied to each specimen and accompanying documentation are bar coded for the data entry process. A multi-level review within the laboratory is carried out by accessioners, analysts and a certifying scientist prior to any (positive or negative) results being released from the lab. Restricted access to each program, within the computer system only, permits only approved and authorized laboratory personnel to enter results, and provides yet additional protection within the data entry/data handling process. All of these procedures, combined with their multi-level review, assure 100% accuracy 100% of the time.

QUALITY ASSURANCE: SAMHSA and the U.S. Department of Transportation mandate that specimens testing positive be maintained in locked freezer storage for one year. Alere Toxicology maintains a highly secure area within an extremely limited access area for this purpose. Freezer temperatures are examined and documented on a daily basis, and procedures are in place should a problem be identified. Chain of Custody forms for each specimen stored are maintained with the specimens during the analysis procedure and then filed in a secure manner acceptable to SAMHSA / HHS regulations. The current system of storage is highly expandable, and more than adequate to meet the needs of future contracts.

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Alere Toxicology Services, Inc.

Richmond, VA
NLCP Laboratory Number: 0760

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 20, 1994

A handwritten signature in black ink, appearing to read "Pamela S. Hyde", written over a horizontal line.

Pamela S. Hyde, D.D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in black ink, appearing to read "Frances M. Harding", written over a horizontal line.

Frances M. Harding
Director
Center for Substance Abuse Prevention

Certificate of Accreditation



The Substance Abuse and Mental Health
Services Administration
certifies that

Alere Toxicology Services, Inc.

Gretna, LA

NLCP Laboratory Number: 0083

has successfully completed the requirements
of the National Laboratory Certification Program for urine laboratories in accordance
with the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

Effective June 26, 1989

A handwritten signature in cursive script, appearing to read "Pamela S. Hyde".

Pamela S. Hyde, J.D.
Administrator
Substance Abuse and Mental Health Services Administration



A handwritten signature in cursive script, appearing to read "Frances M. Harding".

Frances M. Harding
Director
Center for Substance Abuse Prevention



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STAFF RESOURCES

DSI Medical presently has seven representatives assigned to FORT BEND COUNTY. Most of the representatives possess in excess of a decade of experience in regulated substance abuse testing and both state & federal regulations, as a tenured employee of DSI Medical. Each representative will be well versed on the necessary FORT BEND COUNTY protocols and will continue to handle FORT BEND COUNTY's business through constant communication, with timely resolution to any concerns.

Senior management remains available on a 24/7 basis to respond and provide guidance and regulatory interpretation. The seven representatives are as follows:

DSI Medical Services

- Matt Wrobel
Business Unit Manager
P 800.770.0531
E Matthew.Wrobel@dsimed.com
- Joseph Whelan
Sr. Vice President,
/ Expert Witness Testimony
P 800.770.0531 x1720
E Joseph.Whelan@dsimed.com
(see resume on following pages)
- Roger Hornby (Primary Contact –
10+ years with DSI Medical)
Vice President of Business Development
P 800.770.0531 x1729
C 215.740.3689
E Roger.Hornby@dsimed.com
- Peggy Levins
Customer Service / Supplies / Account Set Up
P 800.770.0531 x1737
E Peggy.Levins@dsimed.com
- Susan Hough (over 20 years with DSI Medical)
*Manager, Customer Service / Alcohol Testing
Compliance / MRO Assistant*
P 800.770.0531 x1722
E Susan.Hough@dsimed.com
- Kathy Pontarelli (over 6 years with DSI
Medical) – *Customer Service / MRO Assistant*
P 800.770.0531 x1723
E Andrea.Bokunewicz@dsimed.com
- Kevin McCown (over 20 years with DSI
Medical) – *Random Program Administrator /
MRO Assistant*
P 800.770.0531 x1724
E Kevin.McCown@dsimed.com
- Candance Heil (over 9 years w/ DSI Medical)
*MRO Assistant / Assistant Random
Program Administrator*
P 800 770 0531 x1735
E Candance.Heil@dsimed.com

Alere Toxicology Laboratories

- Mark Wuest
Alere Lab Director, Richmond VA (resume on following pages)

Joseph F. Whelan
Senior Vice President DSI Medical
Director Contracts & Regulatory Oversight
DRUGSCAN, Inc
Horsham, PA 19044

- Manage and direct client contracts providing drug & alcohol testing services to over five hundred nationwide clients. Oversee three hundred thousand + drug test rulings per year in both regulated and non-regulated testing environments.
- Subject Matter Expert on FMCSA Part 391.41- Physical Qualifications for Drivers
- **Twenty-three + years freight transportation experience as corporate Director of HR & Labor with hands on experience in management, employment litigation, substance abuse testing, addiction and treatment, labor, human resources, and training.**
- **35 + years experience with substance abuse testing and addiction; human metabolism of drug metabolites and alcohol, forensic toxicology, hydration, and opiate addiction / pain medication.**
- Former lead member of MFCA/TMI subcommittee on Drug and Alcohol Testing. Responsible for drafting the drug and alcohol testing language of the National Master Freight Agreement (NMFA) Article 35, Section 3 & 4 which covers 100,000+ unionized truck drivers across the country.
- Adjudicated drug/alcohol grievance cases under the NMFA rendering decisions that comply with DOT Regulations and the Collective Bargaining Agreement.
- Served as "Expert Witness" involving 49 CFR Parts 40, 382, 655, 199, & 46 CFR Parts 16 & 4 in labor / civil litigation procedures.
- Submitted comments, facilitated testimony during NPR on re-write of 49 CFR Part 40 and the current drug and alcohol testing regulations implemented August 2001.
- **Lectured / Trained on Department of Transportation Regulations: 49 CFR Part 40, 49 CFR FMCSA Part 382, FTA Part 655, PHMSA Part 199 USCG 46 CFR 4, 5, & 16, and NRC 10 CFR Part 26**
- Certified Breath Alcohol Technician (BAT) / Urine Specimen Collection Trainer
- Regulatory Consultant to Medical Review Officers (MRO), Substance Abuse Professionals (SAPS), and Medical Directors on forensic toxicology, regulated testing process, and substance abuse addiction.
- Conducted workshops in conjunction with Drug Enforcement Agency (DEA)
Titled: "Drug Testing / Overcoming the Barriers".
- **Past Advisory Board Member - Partnership for Drug Free Workplace.**
- Lecturer / Participant for New Jersey Forum: "Linking Community and Workplace Substance Abuse Prevention Programs"

- **Lecturer / Trainer: “Substance Abuse Disorders & Disease Of Addiction and Its Impact On The Workplace” “Signs & Indicators, Addiction In The Workplace”**
- **City of Philadelphia, Mayor’s Task Force to Combat Opioid Epidemic**
- **Past Chairman - New Jersey Personnel Group**

Education: Rutgers University

CURRICULUM VITAE

NAME: MARK WUEST, D-ABFT-FD

ADDRESS: Alere Toxicology Services
450 Southlake Blvd
Richmond, VA 23236
804-378-9130

EDUCATION Bachelor of Science, Major - Microbiology
The Ohio State University - Columbus, Ohio

EXPERIENCE:

- August 2014 to Present **Laboratory Operations Director / Responsible Person**
Alere Toxicology Services – Richmond, VA
- ❖ *Manage daily operations of forensic drug testing laboratory. Laboratory tests for drugs of abuse in urine and oral fluids.*
 - ❖ *Responsible for maintaining SOP's, quality assurance and quality control, method validations, testing and evaluation of proficiency testing surveys, training of staff.*
 - ❖ *Serve as an expert witness in federal, state and local courts.*
- September 2010 to August 2014 **Laboratory Manager, Confirmations Department**
Quest Diagnostics, Inc. – Lenexa, KS
- ❖ *Manage supervisors and testing personnel in the extraction and GC/MS areas.*
 - ❖ *Write and revise SOP's for the department, method validations, coordinate testing and evaluation of proficiency testing surveys, oversee training of confirmation staff, certify screening and confirmation data as needed.*
- August 2010 to August 2014 **Responsible Person**
Quest Diagnostics, Inc. - Lenexa, KS
- ❖ *Responsible for daily operations of forensic drug testing laboratory. Laboratory tests for drugs of abuse in urine, oral fluids and hair.*
- August 2006 to August 2010 **Alternate Responsible Person**
Quest Diagnostics, Inc. (LabOne) - Lenexa, KS
- ❖ *Responsible for daily operations of forensic drug testing laboratory.*
- June 2007 to September 2010 **Supervisor, Confirmations Department**
Quest Diagnostics, Inc. (LabOne) – Lenexa, KS
- ❖ *Manage supervisors and testing personnel in the extraction and GC/MS areas.*
 - ❖ *Write and revise SOP's for the department, method validations, coordinate testing and evaluation of proficiency testing surveys, oversee training of confirmation staff, certify screening and confirmation data as needed.*
- January 2005 to July 2007 **Supervisor, Non-Negative Certifying Scientists**
Quest Diagnostics, Inc. (LabOne) - Lenexa, KS
- ❖ *Review and certify test results of initial screen and confirmation tests of urine drug screens, oral fluid drug screens and blood alcohols.*
 - ❖ *Provide technical oversight to the Non-Negative Certification area.*
 - ❖ *Consult with clients and physicians regarding testing and results.*

June 2004 to
January 2005

Team Lead, Non-Negative Certifying Scientists

LabOne, Inc. – Lenexa, KS

- ❖ *Review and certify test results of initial screen and confirmation tests of urine drug screens, oral fluid drug screens and blood alcohols.*
- ❖ *Provide technical leadership and direct workflow in the Non-Negative Certification area.*
- ❖ *Consult with clients and physicians regarding testing and results.*

November 2000 to
April 2004

Responsible Person (RP)/Certifying Scientist

Alliance Laboratory Services- Cincinnati, Ohio

- ❖ *Manage daily operations of HHS/SAMHSA certified forensic urine drug testing laboratory.*
- ❖ *Write and revise SOP manual.*
- ❖ *Oversee training and education of personnel; quality assurance/quality control; analytical methods and method validation.*
- ❖ *Serve as expert witness for urine drug testing and blood alcohol cases.*
- ❖ *Perform duties of certifying scientist and quality control coordinator.*
- ❖ *Assumed RP duties June 2000.*

December 1999 to
November 2000

Alternate RP/Certifying Scientist

Alliance Laboratory Services- Cincinnati, Ohio

- ❖ *Supervisor of accessioning staff, positive and negative certifying scientists.*
- ❖ *Perform duties of certifying scientist and quality control coordinator.*

June 1997 to
December 1999

Certifying Scientist/Quality Control Coordinator

Alliance Laboratory Services- Cincinnati, Ohio

- ❖ *Certify positive and negative drug screens in HHS/SAMHSA certified laboratory.*
- ❖ *Supervise GC/MS and immunoassay testing.*
- ❖ *Supervise the quality control program for the forensic drug testing.*
- ❖ *Consult with clients and physicians regarding testing and results.*

January 1993 to
June 1997

Toxicology Supervisor

Jewish Hospital Laboratory - Cincinnati, Ohio

(Lab changed name to Alliance Laboratory Services, Health Alliance 1/97)

- ❖ *Supervise 2nd shift operation of forensic drug testing (accessioning, screening and confirmations) in HHS/SAMHSA certified laboratory and clinical toxicology laboratory.*
- ❖ *Certify negative drug screens.*
- ❖ *Review results of clinical toxicology tests.*

March 1989 to
December 1992

Laboratory Manager/Technical Supervisor

Toxicology Associates, Inc. - Columbus, Ohio

- ❖ *Manage daily operations of clinical/forensic toxicology lab.*
- ❖ *Review results and reports of testing.*
- ❖ *Supervise quality control and quality assurance.*
- ❖ *Supervise technical, clerical and support personnel.*

September 1987 to
March 1989

Laboratory Technologist

Toxicology Associates, Inc. – Columbus, Ohio

- ❖ *Perform drug screens and quantitative drug analysis on blood and urine specimens using GC/MS, GC, TLC, HPLC, FPIA, EMIT and Spectrophotometry.*

PROFESSIONAL CERTIFICATIONS AND MEMBERSHIPS:

- Diplomat – Forensic Drug Toxicology – American Board of Forensic Toxicology (ABFT)
- Inspector – National Laboratory Certification Program (NLCP)
- Member - Society of Forensic Toxicologists (SOFT)
- Member - Midwest Association for Toxicology and Therapeutic Drug Monitoring (MATT)



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MEDICAL REVIEW OFFICER (MRO) SERVICES

Dr David Nahin, M.D.
MROCC Certification #18-12647 (Expires 8/1/2023)
i-3 Screen MRO Review

P.O. Box 17409
Denver CO 80217

MRO Services are provided through i-3 Medical Review Services with whom DSI contracts with. Both the **American Association of Medical Review Officers (AAMRO)** and **Medical Review Officer Certification Council (MROCC)** certification allows the medical doctor to be able to perform DOT certified lab analysis review for ANY STATE within the United States of America. Along with this certification, MRO services provided include the following:

- Administrative review of all negative results.
- Review of all confirmed positive results by a licensed Medical Physician who is qualified in accordance with CFR Part 40.121, under the Omnibus Act.
- Interpretation of each confirmed positive test results.
- Provide an opportunity for a donor to discuss a positive test result with the Medical Review Officer.
- Consultation with the forensic toxicologist from the HHS/SAMHSA laboratory to review concerns or questions regarding test results.
- Order a reanalysis of the original urine sample, if necessary. (Only the MRO has the authority to issue this directive).
- Determine whether a laboratory positive test resulted from legally prescribed medication. If so, report test results as negative. Alert DER on those medications that may pose a safety risk suggesting FORT BEND COUNTY employee obtain a safety sensitive letter from prescribing physician.
- Any and ALL positive THC / Marijuana results will be reported to the DER as positive, including those where the donor possesses a medical marijuana certificate.
- Discuss any conflicts between FORT BEND COUNTY policy and Federal standards of practice with the designated employee representative (DER) of the FORT BEND COUNTY.
- Notify the employer regarding the results of the test.

Each company's designated MRO will be the sole custodian of individual test results. The MRO will retain the reports of individual test results for a minimum of five (5) years, in compliance with federal regulations.

MROCC

Medical Review Officer Certification Council

certifies that

David R. Nahin, M.D.

has successfully met all eligibility and examination criteria
and is hereby designated a

Certified Medical Review Officer

Certification Number: 18-12647
Effective from August 01, 2018
to August 01, 2023





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EXPERIENCE / REFERENCES

Here is what our clients are saying about DSI MEDICAL SERVICES with their current programs....

1. "For over 20 years, ABF Freight System, Inc. has partnered with DSI MEDICAL SERVICES for all of our drug testing needs. In addition to providing reliable, timely drug test results, we have found their customer service exceptional."

Marla K. Scales, *Manager of Human Resources* | P 479.785.8942 | E mkscales@abfs.com
ABF Freight System, Inc. 3801 Old Greenwood Rd, Fort Smith AZ 72903. DOT Regulated company, Transportation, 1000+ employees

2. "Just a few words of appreciation for the outstanding service provided by DSI MEDICAL SERVICES in administering all aspects of our nationwide Substance Abuse Program. DSI MEDICAL SERVICES consistently surpasses our expectations from the initial testing to issuing the final report to the MRO. Your firm is at the top of a very short list of service providers that excels in the delivery of the highest quality, always timely and most professional services in a very litigious and scientifically demanding field. We look forward to ten more years of satisfaction guaranteed service from your company."

David Gunnoe, *Risk Manager* | P 713.475.4512 | E David.Gunnoe@ge.com
Atlantic Plant Maintenance, Inc. A Division of General Electric 3225 Pasadena Ave, Pasadena TX 77503 Non-DOT Regulated company, Utility Services, 1000+ employees

3. "The Philadelphia Area Labor-Management Committee (PALM) has been using DSI MEDICAL SERVICES since 1996. During this time, the relationship between the management and employees of DSI MEDICAL SERVICES and PALM has grown to one of respect, cooperation and reliability. The staff and services of DSI MEDICAL SERVICES have been outstanding in getting results in a timely manner. Questions, if they arise, are given thorough answers. The scheduling of collections is handled masterfully, even on a last minute basis. Collectors are efficient and professional. Office personnel, have always handled issues with prompt and cheerful dispositions. PALM is extremely proud to work with such an organization."

Gert Anthony, *Manager* | P 215.732.7476 Ext 20 | E ganthony@palmnet.org
Philadelphia Area Labor-Management Committee (PALM) 731 S. Broad St, Philadelphia PA 19147 Non-DOT Union company, Oil Refinery, 200+ employees

4. Additional Municipality References

County of Burlington NJ
Contact: Kate Mahan
P 609.265.5480
E kmahan@co.burlington.nj.us

City of Paterson NJ
Contact: Debra Hannibal
P 973.321.1323 x4024
E dhannibal@patersonnj.gov

Santa Fe County NM
Contact: Irene Mueller
P 505.992.9880
E imueller@santafecountynm.gov

City of Boston MA
Contact: Ellen Ferry
P 617.635.3014
E ellen.ferry@boston.gov



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ALTERNATIVE COLLECTION SITES

➤ PremierCare

1730 B.F. Terry Blvd, Rosenberg TX 77471

281-633-0148 M – F 8am – 5pm

➤ AFC Urgent Care

18310 W. Airport Blvd, Richmond TX 77407

832-756-7772 M – Sat 8am – 8pm | Sun 8am – 5pm

➤ CareNow

- 1403 Hwy 6, Sugarland TX 77478

832-260-0640 M – F 8am – 8pm | Sat/Sun 8am – 6pm

- 1730 B.F. Terry Blvd, Rosenberg TX 77471

281-633-0148 M – F 8am – 5pm

➤ Concentra Medical Center

10521 Corporate Dr, Stafford TX 77477

281-277-7997 M – F 8am – 5pm

➤ MOBILE COLLECTOR: ARCpoint Labs of Sugarland

Pat Prokop

346-279-0097

pprokop@arcpointlabs.com

available 24/7

DOT POST ACCIDENT TESTING PROTOCOL

The following questions should be asked of the driver calling in to report an accident:

1. Did the accident result in a fatality? Yes No
2. Was the driver of the commercial vehicle issued a citation? Yes No

If the answer was "YES", ask the following questions:

A. Was anyone removed from the accident scene for medical attention?

- Yes No

B. Was any vehicle towed from the scene of the accident?

- Yes No

- A DOT recordable post-accident is required if the answer to #1 is YES.
- A DOT recordable post-accident is required if the answer to #2 is YES and either 2A or 2B is YES

If a post-accident is required the driver must submit to an alcohol test within two (2) hours. If unable to perform an alcohol test within the first two (2) hours, note to the accident file why the alcohol test was conducted after the two (2) hours, but less than 8 hours from the time of the event.

The driver must submit to a drug test within 32 hours from time of event.

When the driver has completed the alcohol test and the urine collection for the drug test, the driver may continue to drive provided the alcohol test is negative and there is no fitness for duty issues affecting safe operations in a safety sensitive capacity. Only upon receipt of a positive drug test ruling from the MRO must the driver immediately be removed from a safety sensitive capacity.

Company policies may restrict continued driving pending completion of the accident investigation.

****Post accident drug/alcohol test should not disrupt or interfere with the administering of medical attention resulting from the accident****

ADDITIONAL RESOURCES

<https://www.fmcsa.dot.gov/regulations/title49/section/382.303?display=guidance>

[https://www.transportation.gov/sites/dot.gov/files/docs/ODAPC Employer Guidelines %20June 1 2015 A.pdf](https://www.transportation.gov/sites/dot.gov/files/docs/ODAPC_Employer_Guidelines_%20June_1_2015_A.pdf)

POST-ACCIDENT

You are required by the DOT Agencies and USCG to conduct drug and alcohol tests following qualifying accidents. The following table summarizes post-accident time-frames and specimens that must be collected:

| DOT Agency | Specimen Type | Time Frame for Collection |
|-------------------------------------|---|--|
| FMCSA, FAA, FTA, PHMSA, USCG | Urine for <u>drug</u> testing. | Up to 32 hours from time of event. |
| FMCSA, FAA, FTA, PHMSA | Saliva or breath for <u>alcohol screening</u> ; breath for <u>alcohol confirmation</u> testing. | Within 2 hours, but cannot exceed 8 hours from time of event. |
| FRA | Urine for <u>drug</u> testing. Blood for <u>drug and alcohol</u> testing. | Up to 4 hours from time of event, but may exceed time frame to collect specimen – in every case, a blood and urine specimen must be collected. |
| USCG | Breath, Saliva, or Blood for <u>alcohol</u> testing. | Within 2 hours of the event. Up to 8 hours may be allowed if there are safety concerns to be addressed. |

The supervisor at the scene of the accident/event should know the testing criteria and make a good faith effort decision to test or not test based on the information available at the time. The supervisor may consult with others, but the supervisor is the person who has to make the decision. If the testing cannot happen within the required time, the supervisor must document the reasons. Any employee required to be tested but needs medical assistance, must get the needed medical assistance first.

| Type of Accident Involved | Citation Issued to the CMV Driver | Test Must Be Performed by Employer |
|---|--|---|
| Human Fatality | Yes | Yes |
| Human Fatality | No | Yes |
| Bodily Injury With Immediate Medical Treatment Away From the Scene | Yes | Yes |
| Bodily Injury With Immediate Medical Treatment Away From the Scene | No | No |
| Disabling Damage to Any Motor Vehicle Requiring Tow Away | Yes | Yes |
| Disabling Damage to Any Motor Vehicle Requiring Tow Away | No | No |



AN ACM GLOBAL COMPANY

PRICING

- DOT Drug Test collected at FBCEH \$20.00 per test
 - This price assumes FBC employee performs collection
- DOT Drug Test collected at alternate clinics \$39.50 per test
- DOT Alcohol Test collected at alt. clinics \$42.00 per test
- MRO Review included in Drug test price
- Transportation of Specimen No charge
- Collection fee, CCF forms, Supplies No charge
- Computer-generated Random Selections included in Drug test price
- Statistical Reports / Online Database of Results / Employee Record Set-up & Maintenance No charge
- Positive specimen documentation/storage No charge
- Preparation of DOT Annual Reports No charge
- Annual administration Fee No charge
- Blind specimen & maintenance No charge
- Out-of-town/state testing same prices as above
- Split Specimen Testing at Alternate Lab \$150 per positive metabolite
- Online Supervisor "Suspicion" Training \$49.00 per end user license
- Legal Rep. / Audit Prep. (Telephonic) No charge
- (In-Person) \$250 per hour + travel/meals
- FMCSA Clearinghouse: Reporting Positives No charge
- Submitting Queries \$3.00 per Full/Limited query

AFTER HOURS | 24/7 ONSITE PRICING

- DOT Drug Test \$45.00 per test
- DOT Alcohol Test \$30.00 per test
- Hourly Rate to be onsite \$135 – 1st hour
\$110 each hour after 1st

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.
DSI Medical 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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
300 Welsh Rd, Bldg 4, Suite 160

6 City, state, and ZIP code
Horsham PA 19044

7 List account number(s) here (optional)

Requester's name and address (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.

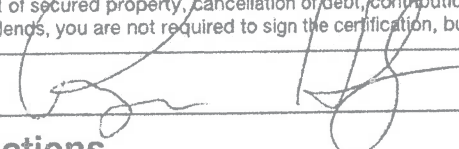
| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | - | | | - | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 8 | 0 | - | 0 | 2 | 7 | 0 | 1 | 1 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **1-7-2021**

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.



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

ne Kovar
County Purchasing Agent

Office (281) 341-8640

| | | | |
|--|--|--|------------------|
| Legal Company Name (top line of W9) | DSI Medical Services Inc. | | |
| Business Name (if different from legal name) | | | |
| Federal ID # or S.S. # | 80-0270114 | DUNS # | |
| Type of Business | <input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual | <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization | Age in Business? |
| Publicly Traded Business | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____ | | |
| Remittance Address | 300 Welsh Rd, Bldg 4, Suite 160 | | |
| City/State/Zip | Horsham PA 19044 | | |
| Physical Address | (same as above) | | |
| City/State/Zip | | | |
| Phone/Fax Number | Phone: 800 770 0531 x1729 Fax: 215 443 3037 | | |
| Contact Person | Roger Hornby | | |
| E-mail | roger.hornby@dsimed.com | | |
| Check all that apply to the company listed above and provide certification number. | DBE-Disadvantaged Business Enterprise _____ | Certification # _____ | |
| | SBE-Small Business Enterprise _____ | Certification # _____ | |
| | HUB -Texas Historically Underutilized Business _____ | Certification # _____ | |
| | WBE-Women's Business Enterprise _____ | Certification # _____ | |
| Company's gross annual receipts | <\$500,000 _____ | \$500,000-\$4,999,999 _____ | |
| | \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> | \$17,000,000-\$22,399,999 _____ | |
| | >\$22,400,000 _____ | | |
| NAICs codes (Please enter all that apply) | | | |
| Signature of Authorized Representative | | | |
| Printed Name | Roger Hornby | | |
| Title | Vice President - Business Development | | |
| Date | 6/14/21 | | |

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Job No.: 22-003 Alcohol + Drug Testing

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 80-0270114

Company Name submitting Bid/Proposal: DST Medical Services Inc.

Mailing Address: 300 Welsh Rd, Bldg 4, Suite 160 Horsham PA 19044

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

| <u>Fort Bend County Tax Acct. No.*</u> | <u>Property address or location**</u> |
|--|---------------------------------------|
| | <u>N/A</u> |
| | |
| | |
| | |

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
 Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
 [Company Name]

I certify that DST Medical Services Inc is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Horsham PA.
 [Company Name] [City and State]

Fort Bend County RFP 22-003

Q & A #1

Question 1: Who is your current TPA/provider(s) managing your drug/alcohol testing program & SAMHSA LAB conducting the urine testing?

Answer: Visit these websites:

<https://www.fortbendcountytexas.gov/government/governing-body/commissioners-court/commissioners-court-online>

and,

[https://agendalink.co.fort-](https://agendalink.co.fortbend.tx.us:8085/mindocs/2018/CCTR/20180814_3088/minutes/2935_26D_signed_agreement.pdf)

[bend.tx.us:8085/mindocs/2018/CCTR/20180814_3088/minutes/2935_26D_signed_agreement.pdf](https://agendalink.co.fortbend.tx.us:8085/mindocs/2018/CCTR/20180814_3088/minutes/2935_26D_signed_agreement.pdf)

Question 2: Who is your current onsite mobile collection provider?

Answer: See Question 1.

Question 3: Are mobile collectors used primarily for scheduled randoms, or do they come out onsite for after hours needs?

Answer: Both onsite Randoms and onsite after hours needs

Question 4: Being there is the request to use Fort Bend County Employee Health and Wellness center, whom is the best person to contract to discuss questions, and best phone # to call?

Answer: All questions are to be sent to Purchasing as stated in Section 7.1.

Question 5: Is this Wellness center owned by the County?

Answer: Yes.

Question 6: Are collections for drug & alcohol billed back to the County for use of this site by employees, or is it comped being it is owned by the County?

Answer: The collection fees for drug and alcohol are included in the contract that Next Level has with Risk Management.

Question 7: What site do you use that is open on a 24/7 basis?

Answer: No specific 24/7 site is used. The ER's do not want to provide drug and alcohol testing for post-accidents, because of that vendor is requested to come to location onsite after hours for collection.

Question 8: Although the RFP does not request pricing on FMCSA Clearinghouse services, would the County like us to include pricing on this?

Answer: Yes

Question 9: As well, is there any interest in pricing for DOT (or Non-DOT) physical pricing at the local clinics presented?

Answer: No

Question 10: Where can we obtain the current pricing on the current contract, or can you provide the pricing sheet from the current contract?

Answer: See Question 1.

Question 11: Why is this bid being solicited? Has all renewal option expired, or has there been an interruption with the service?

Answer: interruption with service

Question 12: If given the ability, what would the County change moving forward with the next Contract, to raise the service level even higher than it is now?

Answer: Invoicing monthly, reporting results correctly to the responsible party. Reliable communication between the MRO and employees with pending results.

*Risk Management – Post Accident
Human Resources – all other*

Question 13: Would The County be interested in utilizing the ELECTRONIC CCF, and to avoid any delay/interruptions caused by the expiration of current paper DOT chains on 8/31/21?

Answer: Yes

Question 14: In lieu of submitting an electronic proposal on a flash drive, will an electronic proposal on a cd-rom be acceptable? Our company has very stringent protection policies on our laptops, and I would need to request an encrypted flash drive, which takes time, and requires follow up on your part once received (to request the passcode). It would be much easier to copy to a cd-rom, if allowed.

Answer: Yes

Question 15: What is your estimated budget for this project?

Answer: \$70,000.00

Question 16: Page 1. "LABEL ENVELOPE: RFP 22-003 / ALCOHOL & DRUG TESTING". Page 4, 4.1, Submission Requirements shows an expanded version: "Proposal Number: R22-003 /Due Date: Tuesday, July 6, 2022 / Time: 2:00 PM (CST) / For: Employee Alcohol & Drug Testing". Please clarify if one format is favored/required over the other for the envelope.

Answer: Either is approved.

Question 17: Page 2. Vendor Information. "THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE". Where would you like it to be included? Tab 5?

Answer: Yes

Question 18: Page 12, 26.3. "County and the members of Commissioners Court shall be named as additional insured to all required coverage" Is the additional insured portion needed at the time of proposal submission or upon award of contract?

Answer: Upon award

Question 19: Page 13, 28.0. "VENDOR QUALIFICATIONS" Do you want a statement affirming these statements included in the Transmittal letter?

Answer: Yes

Question 20: Page 13, 28.0. "that he/she is able and capable of performing this proposal through his/her own resources without subcontracting or assignment" Is subcontracting not permitted? Are you looking to contract directly with a laboratory? Please clarify.

Answer: That wording should be removed from the RFP document.

Question 21: Page 13, "29.2 Deer Oaks EAP currently provides Employee Assistance Program (EAP) services including substance abuse services for the County." Is that to say they are the current provider of your Employee Alcohol & Drug Testing program? If not, who is?

Answer: No, in house Fort Bend County contracted to DISA Global Solutions

Question 22: Page 13, 29.3. "Most pre-employment...collections...are completed at the Fort Bend County Employee Health and Wellness Center." Is there a minimum amount of pre-employment tests at any given event? Volume can effect price of mobile on-site collections.

Answer: All Pre-employment testing is collected at the Fort Bend County Health and Wellness Clinic contracted to Next Level. Out of town pre-placement screen may be needed at alternative collection site provided by the awarded agency.

Question 23: Page 14, "29.6 The County requires random testing to be completed on-site at various locations throughout the County". Is there a minimum amount of random tests at any given event? Volume can effect price of mobile on-site collections.

Answer: 100 Safety Impact and approximately 100 (50% / 10%) DOT drug and alcohol Randoms at various locations throughout the County are conducted every quarter.

Question 24: Page 18, 31.2. "If oral presentations are scheduled" Due to Covid, can they be done virtually?

Answer: That may be possible.

Question 25: Page 19, 34.0. "the County will only pay for those days that satisfactory cleaning is accomplished". Confirm that "cleaning" is a type-o.

Answer: Confirmed. The replacement word should be "service".

Question 26: Regarding the Fort Bend County Employee Health and Wellness Center, is this only a physical facility where contractor must provide staff to conduct drug screens on-site, or are there Fort Bend County Employee Health and Wellness Center who perform the drug screens?

Answer: The FBC Health and Wellness Clinic is contracted out to Next Level who provide the employees that complete the collection process.

Question 27: Section 29.3 states: "Most pre-employment, reasonable suspicion, and post-accident specimen collections and alcohol testing are completed at the Fort Bend County Employee Health and Wellness Center." Who is responsible for the collection fees charged by the Wellness Center for these collections? If they will be billing the Vendor, what is the collection fee they charge per collection?

Answer: For all collections completed by FBC Health and Wellness Clinic pricing is included in contract with Next Level. Vendor is not billed for collections at this site.

Question 28: Section 29.8 states: "Post accident drug and/or alcohol, non-DOT and/or DOT – 300 each." Is the estimated volume of post-accident testing actually 300 or is this a typo?

Answer: Approximately 300+ per year is correct

Question 29: Can you estimate the number of annual onsite collection events the County might have?

Answer: Approximately 60 post-accident were collected after hours onsite. Approximately 25 Random drug and alcohol may be collected onsite after hours.

Question 30: Define how current process works. For example, are there employees for Ft. Bend County that have list of employees who will need to be tested. How do they currently schedule tests? How are results sent to them or how do they access results?

Answer: Pre-Placements are scheduled through Human Resources with the FBC Health and Wellness Clinic, Out of town Pre-Placements are scheduled through vendors approved collection sites. A list of current employees both Safety, FMCSA, FTA are sent to vendor who then pulls the random quarter list and sends back to HR. Vendor proceeds with random collection. We are notified once results are in by email to view them that are listed through vendor's online site. Post-accidents are set up through Risk Management to appropriate site of collection and results are reported the same as above.

Question 31: What was total value of contract in 2020?

Answer:

Question 32: Who is current supplier?

Answer: DISA Global Solutions

Question 33: Unit volumes of tests in 2020?

- a. Non-DOT urine test
- b. DOT Urine test
- c. Breath alcohol test
- d. Number tests done during non-business hours

*Answer: a. Non-DOT urine test 859
b. DOT Urine test 127
c. Breath alcohol test 188
d. Number tests done during non-business hours 37*

Numbers are best estimates for including the following: pre-placement, random, reasonable suspicion, follow-up, and post-accident.

Question 34: Current costs from existing supplier for tests in 2020

- a. Non-DOT urine test
- b. DOT Urine test
- c. Breath alcohol test
- d. Current cost of "after hours testing.

*Answer: a. Non-DOT urine test \$37.50
b. DOT Urine test \$37.50
c. Breath alcohol test \$20.00
d. Current cost of "after hours testing \$23.00*

Question 35: Per RFP, item 29.3; “most pre-employment, reasonable suspicion and post-accident collections and alcohol testing are completed at the Fort Bend County Employee Health and Wellness Center. Questions: What % of the collections were done at this location vs. other locations? How is the testing process currently being handled? Does Ft. Bend County provide the supplier with a schedule in advance so that the supplier will have staff available to handle the testing at the Fort Bend County Employee Health and Wellness Center?”

Answer: All collections complete at the FBC Health and Wellness Clinic are completed by employees contracted out with Next Level. Any collections completed at other locations are scheduled through vendor with as much advance notice as possible.

Question 36: Is there a dedicated room that is used at the Fort Bend County Employee Health and Wellness Center? If so, how is access provided?

Answer: Yes, used by Next Level collectors.

Question 37: How many Post Accident incidents were there in 2020? How many done during non-business hours?

Answer: 277 with 37 non-business hours.



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ALTERNATIVE COLLECTION SITES

➤ PremierCare

1730 B.F. Terry Blvd, Rosenberg TX 77471

281-633-0148 M – F 8am – 5pm

➤ AFC Urgent Care

18310 W. Airport Blvd, Richmond TX 77407

832-756-7772 M – Sat 8am – 8pm | Sun 8am – 5pm

➤ CareNow

- 1403 Hwy 6, Sugarland TX 77478

832-260-0640 M – F 8am – 8pm | Sat/Sun 8am – 6pm

- 1730 B.F. Terry Blvd, Rosenberg TX 77471

281-633-0148 M – F 8am – 5pm

➤ Concentra Medical Center

10521 Corporate Dr, Stafford TX 77477

281-277-7997 M – F 8am – 5pm

➤ MOBILE COLLECTOR: ARCpoint Labs of Sugarland









Pat Prokop

346-279-0097

pprokop@arcpointlabs.com

available 24/7

PRICING

- **DOT/ Non-DOT Drug Test collected at FBCEH** **\$20.00 per test**
 - This price assumes FBC employee/contractor performs collection
- **DOT / Non-DOT Drug Test collected at Tier 1 Clinics**  **\$39.50 per test**
 - Tier 2 Clinics  (if used) \$46.25 per test
 - Tier 3 Clinics   (if used) \$62.00 per test
- **DOT / Non-DOT Alcohol Test collected at Tier 1 Clinic**  **\$42.00 per test**
 - Tier 2 or 3 Clinics    (if used) \$52.00 per test
- DOT / Non-DOT Physical at “**IN**” Clinic (if needed) \$85.00 per exam
- DOT / Non-DOT Physical at “**OUT**” Clinic (if needed) \$115.00 per exam
- MRO Review included in Drug test price
- Transportation of Specimen No charge
- Collection fee, CCF forms, Supplies No charge
- Computer-generated Random Selections included in Drug test price
- Statistical Reports / Online Results / Employee Set-up No charge
- Positive specimen documentation/storage No charge
- Preparation of DOT Annual MIS Reports No charge
- Annual administration Fee No charge
- Blind specimen & maintenance N/A
- Out-of-town/state testing same as above at Tiered clinics
- Split Specimen Testing at Alternate Lab \$150 per positive metabolite
- Online Supervisor “Suspicion” Training \$49.00 per end user license
- **Legal Rep. / Audit Prep. (Telephonic)** **No charge**
- (In-Person) \$250 per hour + travel/meals
- **FMCSA Clearinghouse: Reporting Positives/Refusals*** **No charge**
- Submitting Queries \$3.00 per Full/Limited query

*DSI Medical’s MROs will report drug test Positives & “clinic-based” refusals. Employer designated Refusals & BAT positives are reported by employer directly to the Clearinghouse.



AFTER HOURS | 24/7 ONSITE PRICING

| | |
|------------------------------------|---|
| ➤ DOT / Non-DOT Drug Test | \$45.00 per test |
| ➤ Observed DOT / Non-DOT Drug Test | +\$15.00 per test |
| ➤ DOT / Non-DOT Alcohol Test | \$30.00 per test |
| ➤ Hourly Rate to be onsite | \$135 – 1 st hour |
| | \$110 each hour after 1 st * |

* Hourly rates apply whether during or after hours

* Hourly rates apply “portal to portal”

* If additional hours are less than a full hour, County will be billed by closest “quarter hour” (roughly \$27.50 for every 15 minutes)

* Mobile/Onsite collector would request a female County employee to be available if an observed collection is needed for a female employee

EXHIBIT B

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

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

CONTRACT RATES:

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

OUT OF STATE TRAVEL:

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

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

LODGING (In and Out of State):

Hotel:

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

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

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm (be sure to check the correct fiscal year).

Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.

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

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

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

Additional fees allowable: Self-parking

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

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

Gratuities: Gratuities are not reimbursable for any lodging services.

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

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

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

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

County Exemption Status – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

MEALS:

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

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

Late Night Arrival – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

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

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

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

TRANSPORTATION:

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

Allowable expenses: Parking and tolls with documentation.

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

Allowable expenses: Parking and tolls with documentation required.

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

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

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

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's [REDACTED] The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

Enterprise:

● [REDACTED]
● [REDACTED]
● [REDACTED]

Avis:

● [REDACTED]
● [REDACTED]

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

Allowable expenses: Parking and tolls allowed with documentation.

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

Gratuities: Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

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

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

REGISTRATION:

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

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

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

GRANTS:

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

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

EXCLUSIONS:

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

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