



REQUEST FOR PROPOSAL

2011-08J

May 11, 2011

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**PROPOSALS ACCEPTED NO LATER THAN:
3:00 PM MST, FRIDAY, JUNE 3, 2011**

**TO: Julie Rollins
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING PROPOSALS FROM A CLINICAL LABORATORY SERVICE PROVIDER AS A BACKUP LAB AND TO PROVIDE INDEPENDENT CONFIRMATION OF I HOUSE LAB RESULTS. PLEASE DO NOT CONFUSE OUR AGENCY WITH A PERSONNEL OR HUMAN RESOURCE DEPARTMENT. WE ARE A SUBSTANCE ABUSE TREATMENT PROVIDER.

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL: IN THE FOLLOWING ORDER

1. TRANSMITTAL LETTER
2. EXHIBIT A, PROFESSIONAL SERVICES CONTRACT
3. EXHIBIT B, DETAILED INFORMATION RESPONSE FORM
4. EXHIBIT C, SIGNATURE PAGE
5. LETTER OF UNDERSTANDING REGARDING CONFIDENTIALITY REQUIREMENTS
6. CERTIFICATE OF NON-COLLUSION FORM
7. ATTACHMENT A, STANDARD TERMS AND CONDITIONS
8. ATTACHMENT B, CONTRACT COSTS
9. ATTACHMENT C, SERVICE DESCRIPTION
10. CERTIFICATE OF LIABILITY INSURANCE
11. PROOF OF WORKERS COMPENSATION INSURANCE

SEALED PROPOSALS SHOULD BE MAILED OR HAND DELIVERED TO: JULIE ROLLINS, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED PROPOSAL." PLEASE REFERENCE 2011-8J ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON JUNE 3, 2011, AT 3:00P.M. NO LATE PROPOSALS WILL BE ACCEPTED.

UTAH COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR WAIVE MINOR IRREGULARITIES WHEN TO DO SO WOULD BE IN THE BEST INTERESTS OF UTAH COUNTY. MINOR IRREGULARITIES ARE THOSE WHICH WILL NOT HAVE A SIGNIFICANT ADVERSE EFFECT ON OVERALL COMPETITION OR PERFORMANCE LEVELS.

**JULIE ROLLINS, C.P.M.
PURCHASING AGENT**

UTAH COUNTY
Division of Substance Abuse

REQUEST FOR PROPOSALS

FOR

Urine Drug Testing Laboratory Services

RICHARD NANCE, LCSW
DIRECTOR



NCE ABUSE
COMPETENCY
T SERVICES

UTAH COUNTY DIVISION OF SUBSTANCE ABUSE

a Division of the Utah County Health Department

151 S University Ave., Suite 3200 ★ PROVO, UTAH 84601 ★ PHONE (801) 851-7127

April 29, 2011

Dear Prospective Bidder:

Utah County Division of Substance Abuse administers comprehensive drug and alcohol treatment for the Utah County Commission. A component of those services is performing urine drug screens. We currently operate an in house lab that performs the majority of the drug screens. However, we are seeking a clinical laboratory service provider as a backup lab and to provide independent confirmation of in house lab results. Please do not confuse our agency with a personnel or human resource department. We are a substance abuse treatment provider.

At this time we are soliciting bids for independent confirmation of in house urine drug testing results. We anticipate a volume of roughly 0 - 100 independent confirmations per month. Bids for these services must follow the request for proposal procedures as outlined in the RFP document. You may access the RFP document at: www.utahcountyonline.com From the home page, click on "Departments", then "Health", then "Substance Abuse", then "What's New", then "Urine Drug Screen Lab RFP".

The dates for the bids are as follows"

- a. RFP issue date – May 1, 2011
- b. Submission of technical questions via e-mail to ucadm.gordonb@state.ut.us by May 13, 2011
- c. Answers to questions posted on the Utah County website – May 27, 2011
- d. Closing date for receipt of proposals – June 3, 2011
- e. Notification of award – June 24, 2011
- f. Beginning Service Date – July 1, 2011

Please evaluate the attached request for proposals carefully. If you do not understand any component of the RFP, please contact our office at the number indicated in the body of the RFP. We look forward to the receipt of your proposal.

Sincerely,

Richard Nance, LCSW
Director

SECTION 1 – ADMINISTRATIVE OVERVIEW**1.1 BACKGROUND**

The Utah County Division of Substance Abuse provides drug and alcohol prevention, evaluation, and treatment services for the residents of Utah County, State of Utah. As a part of evaluation and treatment monitoring and compliance, and compliance with the requirements of various legal entities, it is necessary to establish objectively and accurately whether or not clients are continuing to abuse drugs and alcohol. We have established an in house lab that performs the majority of the drugs screen for clients in our treatment system using EMIT technology. However, we are seeking a clinical laboratory service provider to provide independent GC/MS gas chromatography/mass spectrometry technology (and/or LC/MS/MS or a more sensitive method of confirmation) of our in house lab results.

1.2 PURPOSE

Through this Request for Proposals (RFP), Utah County Division of Substance Abuse (UCDSA) intends to evaluate qualified (CLIA Certified) clinical laboratories to provide urine drug screening services for clients of UCDSA.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit A. The completed proposal for laboratory services will need to be submitted to Utah County no later than Friday June 3, 2011.

This RFP is organized into seven (7) sections plus Exhibits and a signature page.

Section 1, Administrative Overview – Outlines general information on the objectives of this RFP, background information on the issuing entity, and the organizational structure of the RFP.

Section 2, Procurement Rules and Procedures – Outlines the rules and schedules for this procurement.

Section 3, Scope of Work – Outlines the requirements for the laboratory contract.

Section 4, Instructions for Proposal Preparation – Outlines the precise manner in which proposals must be submitted for consideration. Failure to adhere to these guidelines may result in the rejection of the proposal.

Section 5, Proposal Requirements – Outlines the inclusion requirements for consideration of proposals.

Section 6, Evaluation Procedures – Describes how proposals will be evaluated by the issuing entity.

Section 7, Terms and Conditions – Outlines certain terms and conditions under which the contract must be performed.

SECTION 2 – PROCUREMENT RULES AND PROCEDURES

2.1 PROCEDURE

The procedure for the issuance of this RFP, evaluation of proposals, and selection of a provider is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection 2.4;
- b. Utah County and/or its representatives will evaluate all submitted proposals to determine acceptance or rejection of the proposals.
- c. The selected provider will be required to sign the contract which is attached as Exhibit A.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 4 (Instructions for Proposal Preparation) of this RFP.

All prospective providers must meet the enclosed criteria as of the date of submission. Respondents will provide all requested information in the Detailed Information Response Forms.

Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

2.3 PROPRIETARY INFORMATION

Please mark any specific information contained in your proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposals. Pricing and service elements of the successful proposal will not be considered proprietary.

2.4 PROCUREMENT TIMETABLE

Below is the Procurement Timetable that has been established for this RFP.

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	May 1, 2011
Closing Date for Receipt of Proposals	June 3, 2011 3:00 p.m. Mountain Daylight Time (MDT)
Beginning Service Date	July 1, 2011

2.5 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date to Utah County Division of Substance Abuse Program Services Director, Gordon S. Bruin, L.P.C.

Business Hours: 8:00 a.m. to 4:00 p.m. MST or MDT

Telephone Number: (801) 851-7167

Fax: (801) 851-7198

Address: 151 S University Ave, Suite 3200
Provo, Utah 84601

SECTION 3 – SCOPE OF WORK**3.1 Clinical Laboratory Services for Urine Drug Testing Confirmation**

Laboratory testing services shall include the following:

Confirmation urine drug testing for one or more of the following drugs:

Opiates	Oxycodone	
Benzodiazepines		Methadone
Amphetamines	Buprenorphine	
Methamphetamine		PCP
Marijuana (cannabinoids)		Alcohol
Cocaine metabolites		
Barbiturates		

It is required that positive specimens be retained (refrigerated/ frozen) for three months after confirmation testing in case the validity of the confirmation is challenged in court.

Contractor provides collection kits, packaging, and postage paid specimen mailers insuring "chain of custody" handling.

Methodology shall be by a reliable industry standard method more sensitive than electron multiplied immunoassay (EMIT) such as gas chromatography/mass spectrometry or LC/MS/MS. If a client or court contests a result, laboratories may be required to perform additional testing to confirm any positive result. Volume of testing will range from 0 to 200 tests per year.

SECTION 4 – INSTRUCTIONS FOR PROPOSAL PREPARATION**4.1 PROPOSAL ORGANIZATION AND NUMBER OF COPIES**

Each respondent must submit four (4) copies of its proposal to the Utah County Purchasing Agent. The proposal must be delivered to:

Julie Rollins
Utah County Purchasing Agent
100 East Center, Room 3600
Provo, Utah 84606

The proposal must include (in the following order):

- Transmittal Letter
- Exhibit A, Professional Services Contract
- Exhibit B, Detailed Information Response Form
- Exhibit C, Signature Page
- Letter of Understanding Regarding Confidentiality Requirements
- Certificate of Non-Collusion Form
- Attachment A, Standard Terms and Conditions
- Attachment B, Contract Costs
- Attachment C, Service Description
- Certificate of Liability Insurance
- Proof of Workers Compensation Insurance

4.2 PROPOSAL INCLUSION REQUIREMENTS

In order to be considered, a proposal must contain all sections as described in Subsection 4.1. Requested documentation relating to these forms must be attached. Responses must be on the included forms – no exceptions or substitutions will be allowed. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

The occurrence of any of the following may result in disqualification of a respondent:

- a. Failure to respond within the established timetable.
- b. Failure to completely answer all questions on the proposal.
- c. Use of any other type of form or format other than those indicated in the RFP.
- d. Failure to provide requested documentation at the time of proposal submission.
- e. Illegible responses.
- f. Failure to sign and return the Signature Page.

SECTION 5 – PROPOSAL REQUIREMENTS

5.1 LETTER OF TRANSMITTAL

The letter of transmittal shall be on official business letterhead. The letter of transmittal shall include:

- A statement that the respondent will comply with all terms and conditions as indicated in the RFP.
- A statement indicating whether the respondent is a corporation or other legal entity (specify what type of entity).
- A statement that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal.

- A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
- A signed letter of understanding committing the respondent to federal confidentiality requirements (42 CFR Part 2.)
- Evidence of current insurance coverage in force for workers compensation and professional liability claims.
- Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from Utah County.
- Name and complete mailing address of the respondent along with telephone number and fax number and email address.

5.2 DETAILED INFORMATION RESPONSE FORM

The Detailed Information Response Form attached as **Exhibit B** must be completed and included in the submission.

5.3 SIGNATURE PAGE

A signature page in the form attached as Exhibit C must be executed and included in the submission.

SECTION 6 – EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate employees of Utah County and by the Utah County Division of Substance Abuse or their agents.

6.1 ACCEPTANCE OF PROPOSAL

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

6.2 DISPOSITION OF PROPOSALS

All proposals (and the information contained therein) shall become the property of Utah County. No proposal shall be returned to the respondent regardless of the outcome of the selection process.

6.3 EVALUATION CRITERIA

All proposals will be evaluated by authorized representatives of Utah County according to the following point system:

1. Cost	40 points
2. Completeness of Proposal	10 points
3. Experience	10 points
4. Procedures	20 points
5. Turnaround time/receipt of Laboratory test results	20 points

SECTION 7 – TERMS AND CONDITIONS**7.1 GENERAL**

Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a definitive signed agreement with the awarded provider.

It is vitally important that any person who signs a proposal or contract on behalf of a provider organization certifies that he or she has the authority to so act. The provider who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

Receiving this RFP or responding to it does not entitle any entity to participation, services, or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this

RFP, unless and until Utah County and such person shall have executed and delivered a definitive written agreement.

By responding to this RFP, each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP; and the responding party agrees, that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives, as a result of the evaluation of any potential arrangement and the use of the information contained in this RFP. Only those particular representations or warranties which may be contained in any definitive agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the parties in any manner or having any legal effect whatsoever.

7.2 PAYMENT

Payment will be at the rate included in the final contract.

7.3 INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives would have the right to enter the premises of the selected provider, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the agreement. The selected provider must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

EXHIBIT C

SIGNATURE PAGE

All sections and exhibits of the RFP are understood and agreed upon.

Signature

Title

EXHIBIT B

DETAILED INFORMATION RESPONSE FORM

In order to receive full consideration, submitted proposals must contain responses to all questions. Failure to respond to all questions may result in exclusion from participating in this RFP.

1. **Licensing Requirements.** It is required that the selected provider will have its state license in good standing and have a current local business license. To meet this requirement, please respond to the following questions:

	YES	NO
Is your State License in good standing?	<input type="checkbox"/>	<input type="checkbox"/>

Have you included copies of your State License?

Do you have a current Local Business License?

Comment [rn1]: I can't get the yes/no boxes in the right place

Have you included copies of your Local Business License?

Is your lab in compliance with regulations governing clinical Laboratories as mandated by the state department of health?

Comment [rn2]: Needs to be split into two questions

Is your lab CLIA certified?

Comment [rn3]: Needs to be split into two questions

Is your lab National Laboratory Certification Program (NLCP) certified by the federal Substance Abuse and Mental Health Services Administration?

Comment [rn4]: Needs to be split into two questions

2. **Provision of Services.** It is required that the selected provider be able to commence provision of laboratory testing services by July 1, 2011

YES NO

Can you begin providing laboratory services by July 1, 2011 As required?

3. **Complete Cost.** It is required that the selected provider agree that the bid price will include the total cost per unit of service. To meet this requirement, please respond to the following questions:

Bid Amount: Confirmation for 1 drug: \$_____ per test

Confirmation for 2 drugs: \$_____ per test

Confirmation for 3 or more drugs: \$_____ per test

No per hour or hourly rate will be accepted. The bid amount must include the total cost for all costs incurred to provide the service requested.

YES NO

Do you agree to operate under this requirement? YES NO

4. **Turnaround Time:** It is required that the selected provider commit to a maximum time period from receipt of specimens at the laboratory to submission of results to Utah County Division of Substance Abuse (UCDSA). Please indicate the maximum turn-around time for required for Laboratory to return test results to UCDSA: _____ days.
5. **Procedures.** Please provide information about how you plan to accomplish the requirements for the laboratory testing services as outlined in Section 3.1 (attach another sheet if necessary).
6. **Company Background.** Please provide information about the organization of your business and your qualifications to provide clinical laboratory testing services. Include number of years in business, ownership information, types of services provided, certification and accreditation by appropriate oversight organizations, total number of employees, staff qualifications, etc. (attach another sheet if necessary).

EXHIBIT A
CONTRACT NO. _____

PROFESSIONAL SERVICES CONTRACT

1. CONTRACTING PARTIES: The Utah County, Division of Substance Abuse, hereinafter referred to as COUNTY and _____, Federal I.D. _____, hereinafter referred to as the CONTRACTOR.
2. Legal Status of CONTRACTOR Non-Profit Corporation For-Profit Corporation
 Partnership Government Agency Sole Proprietor
3. TYPE OF CONTRACTOR: Vendor Sub-recipient Service Provider
4. GENERAL PURPOSE OF CONTRACT: To provide urine drug testing for clients of the Utah County Division of Substance Abuse as specified in Attachment B of this Contract.
5. CONTRACT PERIOD: This contract is effective July 1, 2011 and will terminate on June 30, 2014. This contract may be extended for up to two additional one year periods at the discretion of the COUNTY.
6. CONTRACT COSTS: The CONTRACTOR will be reimbursed in 30 day increments on an as needed basis upon receipt by Utah County Division of Substance Abuse of a detailed billing for services rendered.
7. ATTACHMENTS INCLUDED AND INCORPORATED HEREIN BY THIS REFERENCE AS PART OF THIS CONTRACT:
 - a. Attachment A -- Standard Terms and Conditions.
 - b. Attachment B -- Contract Costs.
 - c. Attachment C -- Service Descriptions.
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:
 - a. All documents specified in any attachment to this contract.
 - b. All other governmental laws, regulations, or actions applicable to services provided herein.
 - c. Related Party Transactions: Are any declared by the CONTRACTOR? (See Related Parties, Attachment A, paragraph 9) Yes ___ No ___. If Yes, complete the related party disclosure in Attachment A, paragraph 9.

Comment [rn5]: This isn't a cost based reimbursement contract

Comment [rn6]: Needs to be renumbered

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IN WITNESS WHEREOF, the parties sign and cause this contract to be executed:

CONTRACTOR

CONTRACTOR Date

Other Date

COUNTY

Gary Anderson, Chairman Date
Utah County Commission

Richard Nance, LCSW, Director Date
Division of Substance Abuse

Bryan Thompson Date
County Clerk Auditor

Diane Orcutt Date
County Attorney

CERTIFICATE OF NON-COLLUSION FORM

STATE OF UTAH) REQUEST FOR PROPOSALS
) LABORATORY SERVICES
COUNTY OF UTAH)

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:

That as a condition precedent to the award of the Utah County project as above captioned,

I _____ (Owner, Officer, or Delegate) of _____ do
solemnly swear that neither I nor, to the best of my knowledge, any member or members of my firm have either
directly or indirectly restrained free and competitive professional selection on this project by entering into any
agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah County
Division of Substance Abuse, with regard to this contract.

_____ Signature

Date

By: (Title) _____

NOTARY:

Subscribed and sworn to before me this _____ Day of _____, 2011.

My Commission Expires: _____

Residing at _____

By: _____

Notary Public

Seal

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. CONTRACT JURISDICTION: The provisions of this contract shall be governed by the laws of the State of Utah.
2. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for the costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four (4) years after the contract terminates, or until all audits initiated within the four (4) years have been completed, whichever is later.
3. AUDIT OF RECORDS: The CONTRACTOR agrees to allow independent, Federal, State, and COUNTY auditors, and COUNTY Agency Staff, access to all the records relating to this contract, for audit and inspection, and for monitoring of services. Such access will be during normal business hours, or by appointment.
4. CONFLICT OF INTEREST: The CONTRACTOR represents that none of its officers or employees are officers or employees of UTAH COUNTY.
5. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the COUNTY to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the COUNTY. The CONTRACTOR shall be responsible for the payment of all income tax, social security, unemployment and workman's compensation amounts due as a result of payments received from the COUNTY for these contract services. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has workers' compensation insurance for all employees of CONTRACTOR. Persons employed by the CONTRACTOR and acting under direction of the CONTRACTOR shall not be deemed to be employees or agents of this COUNTY. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the CONTRACTOR. It is further understood that Independent Contractor is free to contract for similar services to be performed for others while under contract with COUNTY.

6. INDEMNITY CLAUSE:

CONTRACTOR agrees to indemnify, save harmless, and release Utah County and all its officers, agents, volunteers, and employees, from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement which are caused by any act negligent act of CONTRACTOR's officers, agents, volunteers, or employees.

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7. INSURANCE

Private Agencies - Insurance Required: The CONTRACTOR agrees to provide and maintain during the performance of the contract, at its sole expense, a policy of liability insurance naming the CONTRACTOR and UTAH COUNTY as insured parties under the policy. Such insurance shall be amended to indicate that

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it is primary coverage and not contributing coverage for the COUNTY. The limits of the policy shall be as follows:

1) The limit for damages for personal injury shall be not less than \$648,700 for one person in any one occurrence, and \$2,221,700 aggregate amount of individual awards that be may awarded in relation to a single occurrence; and

2) The limit for property damages shall be not less than \$259,500 in any one occurrence.

The CONTRACTOR shall provide to the COUNTY a certificate of insurance evidencing that the coverages required hereunder are in effect and giving the COUNTY the right to thirty (30) days notice of cancellation or non-renewal. The COUNTY may, upon request, require a certified copy of any insurance policy required hereunder.

8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by provisions of Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant/recipient of services, on basis of race, religion, color, or national origin; and further agrees to abide by Executive order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 C.F.R. 90 which prohibits discrimination on basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

Deleted: CONTRACTOR agrees to jointly and severally defend, indemnify, and hold the County harmless from any liability whatsoever, which may arise from CONTRACTORS performance or provision of services in accordance with this agreement. This obligation to indemnity shall include reasonable attorney's fees and all other reasonable costs which may arise from CONTRACTORS actions.¶

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9. SEPARABILITY CLAUSE: A declaration by any court, or other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless said provisions are mutually dependent.

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10. RELATED PARTIES: The CONTRACTOR is exempt or not exempt from the related parties clause. If the CONTRACTOR is not exempt, the CONTRACTOR shall not make payments to related parties in any category of Administration, Capital Expenditures or Program Expenses without the prior written consent of the COUNTY. Payments to related parties may include, but are not limited to: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease or rental agreements. Payments made by the CONTRACTOR to related parties without such prior written consent may be disallowed and may result in an overpayment assessment. For the purpose of defining payments to related parties under a contract:

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- a. The CONTRACTOR shall be defined to include all owners, partners, directors, officers of the CONTRACTOR or others with authority to establish policies and make decisions for the CONTRACTOR.
- b. Persons and/or organizations shall be considered related parties when any of the following conditions exist:
 - 1) A person and/or organization with directors, officers, or others with authority to establish policies and make decisions for the organization who is/are related to the CONTRACTOR through blood or marriage, defined by U.C.A. 52-3-1 (d) as father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt,

nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

- 2) An organization has in common with the CONTRACTOR either: a) owners or partners who directly or indirectly own 10% or more of the voting interest of the organization; and/or b) directors, officers or others with authority to establish policies and make decisions for the organization.

The CONTRACTOR is obligated to immediately call any contemplated or actual related party payment to the attention of the COUNTY. Upon notification of related party payment, the COUNTY may, at its discretion, require that the CONTRACTOR undertake competitive bidding for the goods/services, require satisfactory cost justification prior to payment, or take other steps that may be necessary to assure that the goods/services provided afford the COUNTY a satisfactory level of quality and cost. Any related party payments contemplated under this contract are specified below: (if none, please so state below)

NAME	PURPOSE	AMOUNT	JUSTIFICATION

- 11. RENEGOTIATIONS OR MODIFICATIONS: This agreement shall constitute the entire agreement between the parties or any prior understanding or presentation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement. This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. Claims for services furnished by the CONTRACTOR, not specifically authorized by this contract, will not be paid by the COUNTY. Deleted: 0

- 12. TERMINATION: Unless otherwise stated in the Terms and Conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given to the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Deleted: 1

- 13. DEPARTMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the COUNTY. The CONTRACTOR shall provide a complete list of all employees, officers, and agents of the CONTRACTOR each month during the term of this contract so that COUNTY Deleted: 2

may comply with requirements of the Medicaid Office of the Inspector General regarding audits for excluded individuals and entities (LEIE).

14. WORK PRODUCT:All programs, work product, or products prepared or developed by the contractor in the performance of this contract or provided by contractor to the COUNTY in the performance of this contract shall be the property of the COUNTY.

Deleted: 3

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ATTACHMENT B
CONTRACT COSTS
 Page 1 of 2

1. **PAYMENT RATES:** The CONTRACTOR guarantees that costs charged for services to this contract are accurate representations of work performed.
2. **SERVICES:**

Service Type	Rate per confirmation	Units
<u>Confirmation testing for 1 of the following substances:</u> Opiates, Oxycodone, Buprenorphine, Benzodiazepines, Methadone, Amphetamines, Methamphetamine, PCP, Marijuana (cannabinoids), Alcohol, Cocaine metabolites, Barbiturates Supplies, specimen mailing and faxed summary included.	\$ _____	Variable (0 to 100 plus per month)
<u>Confirmation testing for 2 of the following substances:</u> Opiates, Oxycodone, Buprenorphine, Benzodiazepines, Methadone, Amphetamines, Methamphetamine, PCP, Marijuana (cannabinoids), Alcohol, Cocaine metabolites, BarbituratesSupplies, specimen mailing and faxed summary included.	\$ _____	Variable (0 to 100 plus per month)
<u>Confirmation testing for 3 or more of the following substances:</u> Opiates, Oxycodone, Buprenorphine, Benzodiazepines, Methadone, Amphetamines, Methamphetamine, PCP, Marijuana (cannabinoids), Alcohol, Cocaine metabolites, Barbiturates. Supplies, specimen mailing and faxed summary included.	\$ _____	Variable (0 to 100 plus per month)

3. METHOD OF PAYMENT: Payment will be based on a reimbursement for costs incurred. Monthly or otherwise regular billings will be submitted to the COUNTY with sufficient detail to support costs.

4. CONTRACTOR SPECIFICS:

The billing name and address of the CONTRACTOR is:

b. The IRS tax identification number is: _____

c. Telephone number is: _____ **Fax#** _____

d. Address or location where the services will be provided:

e. Contact Person: _____

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**LETTER OF UNDERSTANDING REGARDING
FEDERAL CONFIDENTIALITY REQUIREMENTS:
COORDINATION & REPORTING DRUG SCREENS**

(UTAH COUNTY DIVISION OF SUBSTANCE ABUSE & CONTRACTOR)

WHEREAS, _____ provides **urine drug testing** for consumers of Utah County Division of Substance Abuse.

WHEREAS, _____ in the provision of said services may receive information about individuals that has been determined to be confidential pursuant to federal regulation; and

WHEREAS, _____ desires to comply with said regulations;

NOW, THEREFORE, it is understood and agreed by _____ that:

1. In receiving, storing, processing, or otherwise dealing with any information from Utah County Division of Substance Abuse, its contractors or agents, about consumers receiving services from Utah County Division of Substance Abuse, its contractors or agents, _____ is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and
2. It will undertake to resist in judicial proceedings any effort to obtain access to information from _____ pertaining to consumers which is contrary to the federal confidentiality regulations, 42 CFR Part 2.

Dated this ____ day of _____, 2011.

Department Head

Utah County Commission Chair

Contractor

Utah County

Division of Substance Abuse

Request for Proposals

List of Additional Required Attachments:

Certificate of Liability Insurance

Proof of Workers Compensation Insurance

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