



REQUEST FOR PROPOSAL

2011-19J

November 15, 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, THURSDAY, DECEMBER 1, 2011**

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

UTAH COUNTY IS ACCEPTING PROPOSALS FROM QUALIFIED SUPPLIERS TO CONTRACT FOR LABORATORY SERVICES TO ITS SECURITY CENTER FACILITY LOCATED IN SPANISH FORK, UTAH.

***** SEE ATTACHED SPECIFICATIONS AND REQUIREMENTS *****

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR PROPOSAL:

- TRANSMITTAL LETTER (SEE SECTION 4.1)
- COMPLETED DETAILED INFORMATION RESPONSE FORM (EXHIBIT B)
- SIGNATURE PAGE (EXHIBIT C)

PLEASE DIRECT ALL QUESTIONS TO:

DALE BENCH, CORRECTIONS HEALTH SERVICES DIRECTOR
UTAH COUNTY SECURITY CENTER, SPANISH FORK, UTAH
801-851-4224

PLEASE SUBMIT FOUR (4) COPIES OF YOUR PROPOSAL.

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 RFP# 2011-19J ON ALL DOCUMENTS PERTAINING TO THIS PROPOSAL. ALL PROPOSALS ARE DUE ON THURSDAY, DECEMBER 1, 2011, AT 3:00 P.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.

A handwritten signature in cursive script, reading "Julie Rollins", written over a horizontal line.

JULIE ROLLINS, C.P.M.
PURCHASING AGENT

UTAH COUNTY SECURITY CENTER

REQUEST FOR PROPOSALS

FOR

CLINICAL LABORATORY SERVICES

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 BACKGROUND

The Utah County Security Center is located at 3075 North Main, Spanish Fork, Utah 84660. The Utah County Security Center is a detention facility for prisoners. The Security Center contains a self-contained fully-equipped laboratory.

1.2 PURPOSE

Through this Request For Proposals (RFP), Utah County intends to evaluate qualified laboratory service providers to contract for laboratory services to its Security Center facility.

1.3 RFP ORGANIZATION

Pursuant to this RFP a contract will be executed, a copy of which is attached as Exhibit D. The contract period will be for a term of approximately 1 year, commencing when executed and terminating December 31, 2012. Utah County shall have an option, pursuant to that contract, to renew the contract for three additional, one year periods, upon the same terms and conditions.

This RFP is organized into six (6) 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, Description of Work, and the organizational structure of the RFP.

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

Section 3. 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 4. Proposal Requirements-Outlines the inclusion requirements for consideration of proposals.

Section 5. Evaluation Procedures-Describes how proposals will be evaluated by the issuing entity.

Section 6. Terms and Conditions-Outlines certain terms and conditions under which the contract must be performed.

1.4 DESCRIPTION OF WORK

- a. Laboratory services for inmates housed at the Utah County Jail, to include all commonly ordered laboratory tests including but not limited to the tests outlined in Exhibit B and pre-employment laboratory services for employment applicants for civilian(Hep B, Hep C, HIV) and sworn(Hep B, Hep C, HIV, CMP, CBC) positions.
- b. Test results must be available online through a secure website. Test results must be incorporated into County's Electronic Medical Record(EMR).
- c. STAT services with STAT results reported within 6 hours of specimen collection.
- d. Infection control reports must be provided on a monthly basis.
- e. Laboratory and STAT services must be available, 24 hours a day, 7 days a week, 365 days a year and consultation services on a 24 hour per day basis through a pager or answering service.
- f. Laboratory must be CLIA as well as JCAHO accredited.
- g. Provider must demonstrate a comprehensive Quality Improvement Process which includes active interaction with the facility as well as contracted physicians.
- h. All Provider employees entering the Jail must pass a background check.
- i. Possess and maintain in good standing any and all required licenses,
- j. PROVIDER will handle, store and dispose of biohazardous materials in accordance with all applicable state, federal and local laws.

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 2.3;

- 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 D.

2.2 RULES OF PROCUREMENT

For this procurement, all proposals will be submitted in the proposal format outlined in Section 3 (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 PROCUREMENT TIMETABLE

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

REQUIRED ACTIVITY	SCHEDULED DATE
RFP Issue Date	Nov. 15 October 6, 2011
Closing Date For Receipt of Proposals	Dec. 1 October 21, 2011

2.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be directed prior to the submission deadline date either by fax or telephone to:

Utah County Security Center
Attention: Dale Bench,
Corrections Health Services Director
Business Hours: 9:00 a.m. to 4:00 p.m. MST
Telephone Number: (801) 851-4224

After proposals have been submitted, Utah County Personnel and/or their

representatives may arrange to meet with a proposed provider to further discuss related issues.

2.5 EVALUATION CRITERIA

A point evaluation system will be used to rank the proposals. Point ranges have been assigned to each category in accordance with the County's view of their relative importance. The evaluation components are listed below with their assigned points:

- | | | |
|----|---|--------|
| a. | Experience/Education/Credentials | 0 - 20 |
| b. | Extent of services/tests offered | 0 - 20 |
| c. | Insurance capabilities & background check | 0 - 20 |
| d. | Cost | 0 - 20 |
| e. | Response to proposal | 0 - 10 |

SECTION 3 INSTRUCTIONS FOR PROPOSAL PREPARATION

3.1 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

All proposals must reference RFP# 2011-19J

The proposal must include (in the following order):

- ▶ Transmittal letter describing background of respondent and the intent to participate in the contract.
- ▶ Completed Detailed Information Response Forms provided in the RFP (including all requested attachments).
- ▶ Signature Page certifying that the respondent understands the terms and conditions of the RFP and intends to abide by them if awarded a contract.

3.2 PROPOSAL CONTENT

In order to be considered, a proposal must contain all sections as described in Subsection 3.1. Additionally, all respondents must answer all questions contained in Subsections 4.2, 4.3, and 4.4. 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, a 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 4 PROPOSAL REQUIREMENTS

4.1 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.
- ▶ 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.

- ▶ 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 the call from Utah County.
- ▶ Name and complete mailing address of the respondent, along with telephone number and fax number.

4.2 DETAILED INFORMATION RESPONSE FORM

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

4.3 LIST OF LAB TESTS

A list of required laboratory tests is attached as Exhibit B.

4.4 SIGNATURE PAGE

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

SECTION 5 EVALUATION PROCEDURES

This process will include, but not be limited to, proposal evaluation and verification by appropriate Utah County Security Center staff and/or its authorized representatives.

5.1 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.

5.2 DISPOSITION OF PROPOSALS

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

outcome of the selection process.

All proposals will be evaluated by authorized representatives of Utah County.

SECTION 6 TERMS AND CONDITIONS

6.1 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 participate in 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. The responding party further 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 this RFP process or the use of the information contained in this RFP. Only the terms and conditions contained in a contract 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 as having any legal effect whatsoever.

6.2 INDEMNIFICATION:

Provider agrees to indemnify, defend and save harmless County, and all of its officers, agents, and employees from and against any and all claims, demands, loss, damages, injury, liability, suits, proceedings and expenses (including reasonable attorney's fees), whether based on contract, statute or tort, arising out of the performance of this Agreement or the services provided hereunder, caused by the Provider, its officers, agents or employees. Provider shall defend all suits brought upon such claim or demand and pay all costs and expenses incidental thereto. COUNTY shall have the right, at its option and expense, to participate in the defense of such suit without relieving Provider of any obligation hereunder.

6.3 INSURANCE:

The PROVIDER agrees to carry and maintain for the duration of this agreement professional malpractice and commercial general liability insurance coverage equal to or greater than \$650,000 for one person in any one occurrence, \$2,225,000 for two or more persons in any one occurrence, and \$250,000 for property damage in any one occurrence, or as modified by the state risk manager pursuant to state statute during the term of this contract. This coverage shall provide liability insurance to cover the activities of PROVIDER including PROVIDER'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name "Utah County, 100 East Center, Provo, Utah 84606" as a certificate holder.** The PROVIDER shall furnish, with the bid submission, a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicated above before providing any services hereunder.

6.3 PAYMENT

COUNTY will pay PROVIDER monthly per test at the rates contained in the contract upon receipt of an invoice from PROVIDER detailing the date, inmate, services and charges therefore.

EXHIBIT A

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 possess and maintain in good standing any and all required licenses, accreditations and certifications necessary to provide the requested laboratory services. To meet this requirement, please respond to the following questions:

Are all required licenses, accreditations and certifications necessary to provide the requested Laboratory services in good standing? **YES** **NO**

Have you included copies of all required licenses, accreditations and certifications necessary to provide the requested laboratory services? **YES** **NO**

2. **Insurance.** It is required that the selected provider obtain a Certificate of Insurance for commercial general liability and professional errors and omissions coverage in the minimum amounts listed in Section 6.3. To meet this requirement, please respond to the following question:

Have you included the Certificate of Insurance for your proposal? **YES** **NO**

3. **Provision of Services.** It is required that the selected provider be able to provide laboratory services on an emergency and STAT basis, if and when necessary. To meet this requirement, please respond to the following question:

Can you provide lab services on an emergency and STAT basis and consultation services on a 24 hour per day basis through a pager or answering service? **YES** **NO**

EXHIBIT B

A list of the laboratory services currently being used by the Utah County Security Center follows. This is not an inclusive list.

LABORATORY TEST LIST

ABO Grouping and Rho (D) Typing
Acute Hepatitis Panel
Aerobic Bacterial Culture
Albumin
ALK Phos
ALT (SGPT)
Amylase, Urine
Amylase Isoenzymes
Amylase, Serum
Amylase, Body Fluid
Antibody ID
Antibody Screen
Antinuclear Antibodies
AST (SGOT)
B 12 and Folate
Basic Metabolic Panel (8)
Bilirubin (TTL/DIR)
BNP
BUN
CA 125
Carbamazapine (Tegratol)
CBC Without Differential With Plt
CBC With Differential Without Plt
CBC With Differential With Plt
CBC Without Differential and Without Plt
CEA
CGT
Chlamydia GC CNA Probe with Confirmation on Positives
Cholesterol, Total
CKMB
Comprehensive Metabolic Panel (14)
Cortisol
Creatinine
CRP-Cardian/High Sensitivity
DAT

Digoxin (Lanoxin)
Electrolyte Panel
Endocervical Specimen
Estradiol
Ethanol
Ferritin
Fluid Cell Count
Folate
Free T-4
Free T-3
Free T-4
FSH and LH
Genital Culture, Routine
Glucose, Plasma
Group B Strep Colonization Detection Culture/DNA Probe
HAV Ab, HAV IgM
HB Ab
Hbc Ab
Hbc-IgM
Hbe Ag
Hbe Ab
Hbs Ag
hCG, Beta Subunit, Quantitative
hCG, Beta Subunit, Qualitative
HCV
Helicobacter pylori, IgG
Hematocrit
Hemoglobin
Hemoglobin A
Hep B Surface Antibody
Hep C Antibody
Hep B Surface Antigen
Hep A Antibody, IgM
Hepatic Function Panel (7)
Herpes Culture
HIV-1 Antibodies
Iron & IBC
LD Isoenzymes
LDH
LH
Lipid Panel
Lithium (Eskalith)
Liver Function Tests

Magnesium
Maternal Serum Testing
Occult Blood
Ova & Parasites
Phenobarbitol
Phenytoin (Dilantin)
Phenytoin
Phosphorus
Platelet Count
Potassium
PreGen-Plus
Pregnancy Test, Urine
Primidone (Mysoline)
Progesterone
Prolactin
Protein (Total)
Prothrombin Time (PT)
PSA
PT
PTT Activated
Qual. HCG
Quantative Beta-hCG
RBC Count
Renal Function Panel
Reticulocyte
RF
Rheumatoid Arthritis Factor
RPR
Rubella Antibodies, IgG
Sed. Rate, Westergren
Semen Analysis
Stool Culture
Stool Specimen
T7
Testosterone
Theophyllin
Throat, Beta-Hemolytic Strep Culture, Group A
Throat Specimen
Thyroid Cascade Profile
Thyroxine (T-4)
Total T-3
TSH, 3rd Generation
TSH

Utah County Security Center
3075 North Main, Spanish Fork, UT 84660

Request For Proposals
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Upper Respiratory Culture
Urethral Specimen
Urinalysis
Urine Culture (Routine)
Urine Culture (Microscopic)
Urine Specimen
Valproic Acid (Depakote)
Vancomycin
Vitamin B-12
WBC Differential
WBC Count

EXHIBIT C

SIGNATURE PAGE

All sections and exhibits of the RFP are understood and agreed upon. PROVIDER authorizes UTAH COUNTY to perform any and all background checks. PROVIDER will furnish such information as is necessary and will sign any and all releases necessary for UTAH COUNTY to perform background checks.

Signature

Title

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2011, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and _____, hereinafter referred to as PROVIDER.

WITNESSETH:

WHEREAS, COUNTY, a body corporate and politic, desires to contract for laboratory services for jail inmates; and

WHEREAS, PROVIDER is willing to provide laboratory services to COUNTY in consideration of receiving such fees as herein provided.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. PROVIDER DUTIES:

In consideration of the compensation set forth in Section Two, the PROVIDER agrees to provide the following to COUNTY for the duration of this Agreement:

- a. Laboratory services for inmates housed at the Utah County Jail, to include all commonly ordered laboratory tests including but not limited to the tests outlined in Exhibit A and pre-employment laboratory services for employment applicants for civilian(Hep B, Hep C, HIV) and sworn(Hep B, Hep C, HIV, CMP, CBC) positions.

- b. Provide test results online through a secure website. Test results must be incorporated into County's Electronic Medical Record(EMR).
- c. Provide STAT services with STAT results reported within 6 hours of specimen collection.
- d. Provide infection control reports on a monthly basis.
- e. Provide Laboratory and STAT services 24 hours a day, 7 days a week, 365 days a year and consultation services on a 24 hour per day basis through a pager or answering service.
- f. Possess and maintain laboratory CLIA and JCAHO accreditations and provide COUNTY proof thereof.
- g. Provide a comprehensive Quality Improvement Process which includes active interaction with the Jail facility as well as contracted jail physicians.
- h. All PROVIDER employees entering the Jail must pass a background check.
- i. Possess and maintain in good standing any and all required licenses, accreditations and certifications necessary to provide the requested services.
- j. PROVIDER will handle, store and dispose of biohazardous materials in accordance with all applicable state, federal and local laws.

2. COMPENSATION:

COUNTY will pay PROVIDER monthly per test at the rates contained on the attached Exhibit B, Clinical Laboratory Services Fee Schedule, upon receipt of an invoice from PROVIDER detailing the test date, inmate, services and charges therefore.

3. INDEPENDENT CONTRACTOR:

A. PROVIDER states and affirms that PROVIDER is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as PROVIDER sees fit; that PROVIDER may advertise PROVIDER's services, during the period of this Agreement, as PROVIDER sees fit to the general public, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

B. The parties intend that an independent contractor relationship will be created by this Agreement, for the term of this Agreement. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with PROVIDER. PROVIDER is not to be considered an agent or employee of COUNTY for any purpose, and the employees of PROVIDER are not entitled to any of the benefits that COUNTY provides for COUNTY's employees. It is further understood that PROVIDER is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.

C. Both parties agree that PROVIDER shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, PROVIDER shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY. **PROVIDER shall furnish a Certificate of Insurance to COUNTY evidencing that PROVIDER has workers' compensation insurance for all employees of PROVIDER.**

4. INDEMNIFICATION:

PROVIDER agrees to indemnify, defend and save harmless County, and all of its officers, agents, and employees from and against any and all claims, demands, loss, damages, injury, liability, suits, proceedings and expenses (including reasonable attorney's fees), whether based on contract, statute or tort, arising out of the performance of this Agreement or the services provided hereunder, caused by the PROVIDER, its officers, agents or employees. PROVIDER shall defend all suits brought upon such claim or demand and pay all costs and expenses incidental thereto. COUNTY shall have the right, at its option and expense, to participate in the defense of such suit without relieving PROVIDER of any obligation hereunder.

5. INSURANCE:

The PROVIDER agrees to carry and maintain for the duration of this agreement professional malpractice and commercial general liability insurance coverage equal to or greater than \$650,000 for one person in any one occurrence, \$2,225,000 for two or more persons in any one occurrence, and \$250,000 for property damage in any one occurrence, or as modified by the state risk manager pursuant to state statute during the term of this contract. This coverage shall provide liability insurance to cover the activities of PROVIDER including PROVIDER'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this contract. **This insurance shall name "Utah County, 100 East Center, Provo, Utah 84606" as a certificate holder.** The PROVIDER shall furnish, with the bid submission, a certificate of insurance evidencing that the PROVIDER has insurance coverage equal to or greater than the above stated amounts. The PROVIDER shall

submit a certificate of insurance to Utah County naming Utah County as a certificate holder in the minimum amounts indicated above before providing any services hereunder.

6. DURATION

This Agreement shall be effective from the date of execution and shall terminate on December 31, 2012. This Agreement shall automatically renew for three (3) further one-year periods unless otherwise indicated in writing by COUNTY thirty (30) days prior to termination date.

7. NOTICES:

Any notices which under the terms of this Agreement must or may be given or made by any party hereunder shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, or by express delivery service, addressed to the respective parties as follows or such other address as either party shall designate by proper notice:

To COUNTY:

Utah County Security Center
Attention: Dale Bench,
Corrections Health Services Director
3075 North Main
Spanish Fork, UT 84660

To PROVIDER:

Any such notice shall be deemed given on the date of actual delivery if in person or by express delivery service and upon the third day after mailing if by certified mail.

8. FORCE MAJURE:

Neither party shall be liable to the other for any delay or failure to perform under this Agreement if the delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; and freight embargoes.

9. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

11. GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Utah. This Agreement shall be deemed to be entered into in the County of Utah, State of Utah.

12. GENERAL COVENANTS

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the

singular number shall be held to include the plural number, and vice versa. The paragraph and section headings contained in this Agreement are for convenience only, and do not constitute a part of the provisions hereof.

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of the other party to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

PROVIDER shall be responsible to provide PROVIDER's legal support for the project including but not limited to the preparation of contracts with subcontractors.

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

This Agreement contains the entire Agreement between the parties and cannot be modified or amended except by written agreement signed by both parties.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed on the day and year first mentioned above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

Gary Anderson, Chairman

ATTEST:
BRYAN THOMPSON
County Auditor/Clerk

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM
JEFFREY BUHMAN
Utah County Attorney

By: _____
Deputy County Attorney

PROVIDER:

By: _____

Its: _____

EXHIBIT A

LABORATORY TEST LIST

ABO Grouping and Rho (D) Typing
Acute Hepatitis Panel
Aerobic Bacterial Culture
Albumin
ALK Phos
ALT (SGPT)
Amylase, Urine
Amylase Isoenzymes
Amylase, Serum
Amylase, Body Fluid
Antibody ID
Antibody Screen
Antinuclear Antibodies
AST (SGOT)
B 12 and Folate
Basic Metabolic Panel (8)
Bilirubin (TTL/DIR)
BNP
BUN
CA 125
Carbamazapine (Tegratol)
CBC Without Differential With Plt
CBC With Differential Without Plt
CBC With Differential With Plt
CBC Without Differential and Without Plt
CEA
CGT
Chlamydia GC CNA Probe with Confirmation on Positives
Cholesterol, Total
CKMB
Comprehensive Metabolic Panel (14)
Cortisol
Creatinine
CRP-Cardian/High Sensitivity
DAT
Digoxin (Lanoxin)
Electrolyte Panel
Endocervical Specimen

Estradiol
Ethanol
Ferritin
Fluid Cell Count
Folate
Free T-4
Free T-3
Free T-4
FSH and LH
Genital Culture, Routine
Glucose, Plasma
Group B Strep Colonization Detection Culture/DNA Probe
HAV Ab, HAV IgM
HB Ab
Hbc Ab
Hbc-IgM
Hbe Ag
Hbe Ab
Hbs Ag
hCG, Beta Subunit, Quantitative
hCG, Beta Subunit, Qualitative
HCV
Helicobacter pylori, IgG
Hematocrit
Hemoglobin
Hemoglobin A
Hep B Surface Antibody
Hep C Antibody
Hep B Surface Antigen
Hep A Antibody, IgM
Hepatic Function Panel (7)
Herpes Culture
HIV-1 Antibodies
Iron & IBC
LD Isoenzymes
LDH
LH
Lipid Panel
Lithium (Eskalith)
Liver Function Tests
Magnesium
Maternal Serum Testing
Occult Blood

Ova & Parasites
Phenobarbitol
Phenytoin (Dilantin)
Phenytoin
Phosphorus
Platelet Count
Potassium
PreGen-Plus
Pregnancy Test, Urine
Primidone (Mysoline)
Progesterone
Prolactin
Protein (Total)
Prothrombin Time (PT)
PSA
PT
PTT Activated
Qual. HCG
Quantative Beta-hCG
RBC Count
Renal Function Panel
Reticulocyte
RF
Rheumatoid Arthritis Factor
RPR
Rubella Antibodies, IgG
Sed. Rate, Westergren
Semen Analysis
Stool Culture
Stool Specimen
T7
Testosterone
Theophyllin
Throat, Beta-Hemolytic Strep Culture, Group A
Throat Specimen
Thyroid Cascade Profile
Thyroxine (T-4)
Total T-3
TSH, 3rd Generation
TSH
Upper Respiratory Culture
Urethral Specimen
Urinalysis

Urine Culture (Routine)
Urine Culture (Microscopic)
Urine Specimen
Valproic Acid (Depakote)
Vancomycin
Vitamin B-12
WBC Differential
WBC Count