

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs	<u>462,000</u>	<u>554,400</u>	<u>665,280</u>	<u>798,336</u>	<u>958,003</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>462,000</u>	<u>554,300</u>	<u>665,280</u>	<u>798,336</u>	<u>958,003</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund 0001 Agency 670 Org. 4100 Object 3431
 Reporting Category _____

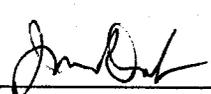
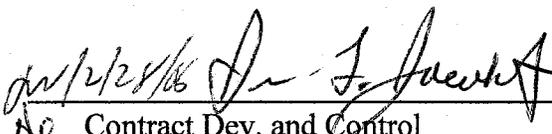
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Costs will be covered by existing budgeted funds as object line 3431 has been budgeted for \$462,000, in anticipation of increased costs for this fiscal year.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 12-28-06
 _____ OFMB
 12/28/06
 _____ Contract Dev. and Control

B. Legal Sufficiency:



 Assistant County Attorney

This amendment complies with our review requirements.
 At the time of CDC's review, the Amendment was not executed.

C. Other Department Review:

 Department Director

AMENDMENT NO. 2 TO
CONTRACT BETWEEN WUESTHOFF MEMORIAL HOSPITAL, INC., D/B/A/
WUESTHOFF REFERENCE LABORATORY AND PALM BEACH COUNTY

This Amendment No. 2, made and entered into this _____ day of _____, 2007, between Wuesthoff Memorial Hospital, Inc., d/b/a Wuesthoff Reference Laboratory, (hereinafter referred to as "WUESTHOFF"), and Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), to modify that certain Contract entered into between the parties on May 15, 2001, and as amended on July 9, 2002, to conduct toxicology services for COUNTY on a fee for service basis.

WHEREAS, the parties desire to modify said Contract as set forth hereafter; and

NOW, THEREFORE, in consideration of the foregoing mutual promises, covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto expressly acknowledge, the parties mutually agree as follows:

Paragraph 1, WUESTHOFF'S RESPONSIBILITIES, is hereby amended to read:

1.1 Fee Schedule.

WUESTHOFF will provide toxicology and histology services to COUNTY on a fee for service basis as set forth in Exhibit A attached hereto. Billing will be issued regularly as determined by WUESTHOFF.

1.5 Specimen Pickup, Delivery, Storage, Return and/or Destruction

WUESTHOFF shall provide proper containers for specimen pickup from the Palm Beach County Medical Examiner's Office, delivery, storage, and /or returned. All specimens shall be stored by WUESTHOFF, as a service provided, at no cost to PALM BEACH COUNTY. Notification will be made to the Morgue Supervisor prior to destruction of any samples. All samples will be held for a minimum of two years, with the exception on homicide cases. Specimens on homicides will be returned to the Medical Examiner's Office, at the time other specimens for that year are being destroyed. WUESTHOFF shall be responsible for all transportation and delivery costs involved in the transfer, pickup and return of specimens between WUESTHOFF and Palm Beach County Medical Examiner's Office. WUESTHOFF shall pick up specimens on a daily basis, Monday through Friday, excluding Saturday and Sunday.

All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective and duly authorized officers, the day and year first above written.

ATTEST:

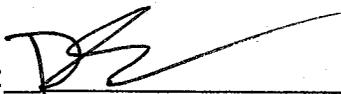
Sharon R. Bock,
Clerk and Comptroller
Palm Beach County

Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

Approved as to Form And
Legal Sufficiency

By: 

Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Michael D. Bell, MD, Chief ME

ATTEST:

WUESTHOFF MEMORIAL HOSPITAL,
INC., d/b/a WUESTHOFF REFERENCE
LABORATORY

By: _____
Title: _____

Sworn to and subscribed before me
this ___ day of _____, 2006.

Notary Public
My commission expires:

___ personally known or ___ identification type _____

**WUESTHOFF REFERENCE LABORATORY - TOXICOLOGY DEPARTMENT
DISTRICT 15 MEDICAL EXAMINER PRICE LIST**

TEST CODE	TEST NAME	CHARGE
6002B	Volatiles - Blood	15.00
6002V	Volatiles - Vitreous	15.00
6002U	Volatiles - Urine	15.00
6002M	Volatiles - Miscellaneous	25.00
6002T	Volatiles - Tissues	50.00
6005B	Qualitative Drug Screen (Blood)	50.00
6005U	Qualitative Drug Screen (Urine)	50.00
6005V	Qualitative Drug Screen (Vitreous Fluid)	50.00
6005M	Qualitative Drug Screen (Miscellaneous)	50.00
6005T	Qualitative Drug Screen (Tissues)	100.00
6006U	GC/MS (Urine) Qualitative Confirmation	35.00
6007B	Carbon Monoxide (Blood)	25.00
6007M	Carbon Monoxide (Miscellaneous)	REFERENCE LAB PRICE
6008	Cyanide Screen (Miscellaneous)	REFERENCE LAB PRICE
6009	Acetaminophen	20.00
6010	Amphetamine/Methamphetamine Panel GC/MS	120.00
6014	Barbiturates Panel GC/MS	75.00
6016	Benzodiazepines Quantitation (blood)	120.00
6016M	Benzodiazepines Quantitation (tissue)	150.00
6017	Cocaine & Metabolites Panel GC/MS (Blood)	100.00
6017M	Cocaine & Metabolites Panel GC/MS (Miscellaneous)	100.00
6022	Salicylate, Quantitative	20.00
6029	Methadone Quantitation	60.00
6033	Phencyclidine (PCP) GC/MS	120.00

6064	Phenytoin	20.00
6045	Urine Heavy Metal Screen	REFERENCE LAB PRICE
6054	Electrolytes Panel	10.00
6055	Nasal Swabs Screen GC/MS	50.00
6056	Free Opiates Panel GC/MS	100.00
6057	Total Opiates Panel GC/MS	100.00
6058	Carbamazepine	25.00
6067	MDMA/MDA GC/MS Panel	125.00
6068	Extended Metabolic Screen (NeoGen)	50.00
6069	Phenobarbital by Immunoassay	25.00
6071	Urinalysis - M.E.	15.00
6072	Theophylline	30.00
6075	GHB	120.00
6076	Para-methoxyamphetamine (PMA) & Para-methoxymethamphetamine (PMMA)	150.00
6061	Valproic Acid	25.00

*Miscellaneous Send-Out tests are subject to Reference Lab pricing and shipping charge

CLINICAL REQUESTS

9909	Hepatitis Panel, Chronic	50.00
M9533	HIV	28.10
Westblot	Western Blot HIV confirmation	60.00
9105	Microbiological Culture	35.00
9254	Fungus Culture	67.00
4220	AFB Culture	50.65
9235	Herpes Culture	50.00
9252	Blood Culture	35.00

MOLECULAR BIOLOGY PRICE LIST

6675	Forensic DNA Panel	575.00
9678	Paternity, Forensic	600.00
9677	Paternity, 2 Party	500.00
9679	Paternity, 3 Party	400.00
4301	Paternity Deceased Specimen Fee	200.00
9855	p-30	100.00
6099	Sperm Check	100.00
1306	DNA Specimen Evaluation Fee (no charge with results)	160.00
*Forensic Histology		3.50/slide

**Specimens will be retained by Wuesthoff Reference Labs for 2 years at no charge

*updated 10/31/06

R2001 0789

**CONTRACT BETWEEN WUESTHOFF MEMORIAL HOSPITAL, INC., D/B/A/
WUESTHOFF REFERENCES LABORATORIES AND PALM BEACH COUNTY**

This Contract, made and entered into this ^{MAY 15 2001} day of May, 2001, between WUESTHOFF Memorial Hospital, Inc., d/b/a Wuesthoff References Laboratories, (hereinafter referred to as "WUESTHOFF") whose Federal I.D. number is 59-0688798, and whose address is 6800 Spyglass Court, Melbourne, Florida 32940, and Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY").

WHEREAS, WUESTHOFF, operates and maintains a forensic toxicology laboratory which conducts toxicology testing to assist medical examiners in determining the cause and manner of death pursuant to Section 406, Florida Statutes; and

WHEREAS, COUNTY has requested the toxicology services of WUESTHOFF for testing on COUNTY specimens on a fee for service basis; and

WHEREAS, WUESTHOFF is desirous of providing toxicology services to COUNTY in exchange for remuneration.

NOW, THEREFORE, in consideration of the mutual undertaking and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto expressly acknowledge, the parties mutually agree as follows:

1.0 WUESTHOFF'S RESPONSIBILITIES.

1.1 Fee Schedule.

WUESTHOFF will provide toxicology services to COUNTY on a fee for service basis as set forth in Exhibit A attached hereto. Billing will be issued regularly as determined by WUESTHOFF.

1.2 WUESTHOFF shall receive no additional compensation under this Contract without prior written approval of COUNTY. COUNTY shall not be obligated to withhold U.S. income tax, withholding or social security tax, unemployment or worker's compensation payments, and similar withholdings.

1.3 Provision of Services.

WUESTHOFF toxicology services will be rendered in the usual manner of

operation unless otherwise elected by WUESTHOFF.

1.4 Record Sharing.

WUESTHOFF shall participate in a system established by WUESTHOFF to facilitate the sharing of results obtained from COUNTY specimens, subject to all applicable federal and state laws, rules and regulations pertaining to the confidentiality and public access of records. WUESTHOFF shall use all reasonable efforts to provide COUNTY with test results of specimens submitted to WUESTHOFF in a timely manner but WUESTHOFF will not be held responsible and will not incur liability for any untimely or delayed laboratory results.

1.5 Specimen Pickup, Deliver and Return.

WUESTHOFF shall provide proper containers for specimen pickup, delivery and return to the Palm Beach County Medical Examiner's Office. All specimens shall be returned to the Palm Beach County Medical Examiner's Office in a timely manner. WUESTHOFF shall be responsible for all transportation and delivery costs involved in the transfer, pickup and return of specimens between WUESTHOFF and Palm Beach County Medical Examiner's Office. WUESTHOFF shall pick up specimens on a daily basis, Monday through Friday, excluding Saturday and Sunday.

1.6 Expert Witness/Testifying at Trial.

WUESTHOFF shall provide the appropriate witness or expert witness as the case may be, to testify at any trial or deposition in any Medical Examiner case when subpoenaed to do so.

1.7 WUESTHOFF shall maintain any and all applicable permits and licenses relating to its operation and performance under this Contract and shall remain, during the terms of this Contract, in compliance with all applicable laws and regulations relating to the performance of its duties and responsibilities under this Contract.

1.8 INSURANCE

WUESTHOFF shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as

COUNTY's review or acceptance of insurance maintained by WUESTHOFF are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WUESTHOFF under the contract.

Commercial General Liability WUESTHOFF shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. WUESTHOFF shall provide this coverage on a primary basis.

Business Automobile Liability WUESTHOFF shall maintain Business Automobile Liability at a limit not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event WUESTHOFF doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing WUESTHOFF to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. WUESTHOFF shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employers Liability WUESTHOFF shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. WUESTHOFF shall provide this coverage on a primary basis.

Additional Insured WUESTHOFF shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." WUESTHOFF shall provide the Additional Insured endorsements coverage on a primary basis.

Certificate(s) of Insurance Prior to execution of this Contract, WUESTHOFF shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amount of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

Umbrella or Excess Liability If necessary, WUESTHOFF may satisfy the minimum limits required above for either Commercial General Liability, Business Auto

Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

2.0 COUNTY'S RESPONSIBILITIES.

2.1 Invoices received from WUESTHOFF will be reviewed and approved by COUNTY's representative, indicating that expenditures have been made in conformity with this Agreement and then will be sent to COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. All invoices must clearly state that goods and/or services were invoiced to WUESTHOFF and not to an individual or "cash".

2.2 COUNTY shall maintain any and all applicable permits and licenses relating to its operation and performance under this Contract and shall remain, during the terms of this Contract, in compliance with all applicable laws and regulations relating to the performance of its duties and responsibilities under this Contract.

3.0 TERMS AND TERMINATION.

3.1 Term.

This Contract shall commence on the date first set forth and shall continue in effect for one (1) year from said date and shall automatically renew for successive terms of one (1) year each, unless and until terminated as provided herein.

3.2 Termination Without Cure.

This Contract may be terminated by either party, without cause, with 30 days written notice to the other party.

3.3 Breach/Opportunity to Cure.

The parties hereto expressly covenant and agree that in the event either party is in default of its obligation herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Contract.

4.0 RELATIONSHIP OF PARTIES.

4.1 Independent Contractors.

At all times the relationship between WUESTHOFF and COUNTY shall be that of two independent entities contracting with each other at arms length toward an independent contractor relationship. Neither party shall be deemed the agent of the other and no joint venture or partnership shall be deemed to result from this Contract.

5.0 INDEMNIFICATION

5.1 WUESTHOFF agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against COUNTY and agrees to be liable for any damages proximately caused by said acts or omissions.

5.2 WUESTHOFF shall indemnify and save harmless and defend the COUNTY, its agents, servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action which may arise from any negligent act or omission of WUESTHOFF, its agents, servants, employees or patrons in the performance of services under this Contract.

5.3 The COUNTY, a political subdivision of the State of Florida, agrees to be fully responsible as set forth in Section 768.28, Florida Statutes, for its own negligent acts or omissions or tortuous acts which result in claims or suits against WUESTHOFF, and shall be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as indemnification by the COUNTY of any party whatsoever.

6.0 MISCELLANEOUS.

6.1 This Contract is the complete and exclusive statement of all the arrangements between WUESTHOFF and COUNTY regarding the provision of the services described in Exhibit A.

6.2 This Contract may be amended upon written agreement of both parties.

6.3 All reports, information, documents, recordings and other data and procedures, developed, prepared or completed by WUESTHOFF in connection with the duties and responsibilities undertaken by WUESTHOFF in accordance with the terms of this Contract shall be regarded as property of WUESTHOFF without restriction, reservation or limitation.

6.4 Access and Audits.

WUESTHOFF shall maintain adequate books, records, documents and other evidence which sufficiently and properly reflects all charges, expenses and costs incurred in the performance of this Contract for a period of not less than three (3) years after completion of the Contract. However, if litigation or unresolved audit questions remain, the records shall be retained until the litigation or audit findings have been resolved. COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

6.5 WUESTHOFF warrants that all services shall be performed in a skilled and competent manner in accordance with the highest professional standards. WUESTHOFF warrants that it is fully qualified, and if required, authorized or permitted under State or local law to perform such services.

6.6 Notice.

Notices or other communication required to be given pursuant to the terms herein shall be sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) overnight mail for which evidence of delivery is obtained by the sender, to the parties as follows (or to such other address as a party may specify by due notice to the other).

To: WUESTHOFF:
6800 Spyglass Court

Melbourne, Florida 32940

To: PALM BEACH COUNTY
Lisa M. Flannagan, M.D.
Chief Medical Examiner
Palm Beach County Medical Examiner's Office
3126 Gun Club Road
West Palm Beach, Florida 33406

with a copy to:

County Attorney's Office
301 North Olive Avenue
Suite 601
West Palm Beach, Florida 33401

6.7 Severability.

If any part of this Contract shall be determined to be invalid, unenforceable, or contrary to law of professional ethics, that provision shall be reformed, if possible to conform to the law and ethics, and the other provisions of this Contract shall remain fully effective. If any restriction contained in this Contract is held by any court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and the remaining restrictions shall be enforced independently of each other.

6.8 Entire Agreement; Amendment.

This Contract supersedes all previous contracts, agreements and arrangements between the parties and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Contract may not be amended unless and until made in writing and signed by an authorized officer or agent of both parties.

6.9 Governing Contract.

This Contract shall be construed in accordance with the law of the State of Florida. Any action by any party shall be commenced and maintained and venue shall properly be in Palm Beach County, Florida.

6.10 Waiver.

One or more waivers of the breach of any provision of this Contract by either party hereto shall not be construed as a waiver of subsequent breach of the same or other

provision, nor shall any delay or omission, by either party in seeking a remedy for any breach of this Contract or to exercise the rights accruing to any party by reason of such breach be deemed a waiver by the party of its remedies and rights with respect to such breach.

6.11 Enforcement Costs.

Any costs or expenses (including reasonable attorney's (fees) associated with the enforcement of the terms and/or conditions of this Contract shall be borne by the respective parties, provided, however, that this clause pertains only to the parties of this Contract.

6.12 Equal Opportunity Provision.

WUESTHOFF agrees that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Contract.

6.13 Public Entity by Crime Certification.

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, WUESTHOFF certifies that it, its affiliates suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately proceeding the date hereof. This notice is required by F.S. 287.133 (3)(a).

6.14 Successors and Assigns.

COUNTY and WUESTHOFF each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither COUNTY or WUESTHOFF shall assign, sublet, convey or transfer its interest in this Contract without the express written consent of the other. Nothing herein shall be construed as creating any personal ability on the part of any officer or agent of the COUNTY which may be construed as giving

any rights or benefits hereunder to anyone other than COUNTY and WUESTHOFF.

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective and duly authorized officers, the day and year first above written.

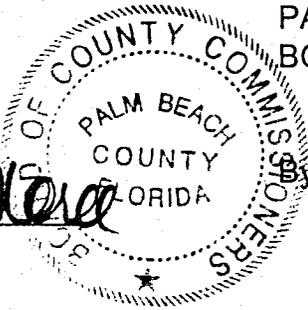
R2001 0789

MAY 15 2001

ATTEST:

Dorothy H. Wilken,
Clerk of Court

Deborah A. Nord
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

W. Newell
Warren H. Newell, Chairman

Approved as to Form And
Legal Sufficiency

By: [Signature]
Assistant County Attorney

ATTEST:

[Signature]
[Signature]

WUESTHOFF MEMORIAL HOSPITAL,
INC., d/b/a WUESTHOFF REFERENCE
LABORATORIES

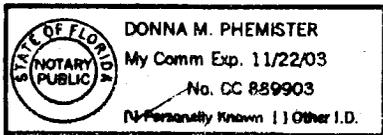
By: [Signature]
Title: President / CEO

Sworn to and subscribed before me
this 9 day of May, 2001.

Donna M. Plemister
Notary Public

My commission expires: 11/22/03

personally known or identification type _____



**EXHIBIT A (CURRENT PRICE LIST EXPIRES 09/30/01)
DISTRICT 15 MEDICAL EXAMINER PRICE LIST**

TEST CODE	TEST NAME	CHARGE
6002B	Volatiles - Blood	8.00
6002V	Volatiles - Vitreous	8.00
6002U	Volatiles - Urine	8.00
6002M	Volatiles - Miscellaneous	8.00
6007B	Carbon Monoxide (Blood)	7.00
6007M	Carbon Monoxide (Miscellaneous)	REFERENCE LAB PRICING
6005B	Qualitative Drug Screen (Blood)	40.00
6005U	Qualitative Drug Screen (Urine)	40.00
6005V	Qualitative Drug Screen (Vitreous Fluid)	40.00
6005M	Qualitative Drug Screen (Miscellaneous)	40.00
6006	GC/MS Qualitative Confirmation	35.00
6006U	GC/MS (Urine) Qualitative Confirmation	35.00
6006M	GC/MS (Miscellaneous) Qualitative Confirmation	35.00
6008B	Cyanide Screen (Blood)	15.00
6008	Cyanide Screen (Miscellaneous)	REFERENCE LAB PRICING
6009	Acetaminophen	8.00
6010	Amphetamine/Methamphetamine Panel GC/MS	75.00
6014	Barbiturates Panel GC/MS	60.00
6016	Benzodiazepines Panel GC/MS (Blood)	75.00
6016M	Benzodiazepines Panel GC/MS (Miscellaneous)	75.00
6017	Cocaine & Metabolites Panel GC/MS (Blood)	100.00
6017M	Cocaine & Metabolites Panel GC/MS (Miscellaneous)	100.00
6022	Salicylate, Quantitative	12.00
6027	Lidocaine	25.00

**EXHIBIT A (CURRENT PRICE LIST EXPIRES 09/30/01)
DISTRICT 15 MEDICAL EXAMINER PRICE LIST**

6029	Methadone GC/MS	60.00
6033	Phencyclidine (PCP) GC/MS	75.00
6064	Phenytoin	10.00
6040	Procainamide/NAPA	25.00
6044	Verapamil	30.00
6045	Urine Heavy Metal Screen	10.00
6050	Freons Screen	15.00
6054	Electrolytes Panel	10.00
6055	Nasal Swabs Screen GC/MS	10.00
6056	Free Opiates Panel GC/MS	100.00
6057	Total Opiates Panel GC/MS	100.00
6058	Carbamazepine	10.00
6067	MDMA/MDA GC/MS Panel	75.00
6068	Extended Metabolic Screen (NeoGen)	35.00
6069	Phenobarbital by Immunoassay	10.00
6075	GHB	120.00
6076	Para-methoxyamphetamine (PMA) & Para-methoxymethamphetamine (PMMA)	150.00
STAT courier fee		100.00
*Forensic Histology		4.00/slide

*Miscellaneous Send-Out tests are subject to Reference Lab pricing
updated 03/2001

**EXHIBIT A (EFFECTIVE 10/01/01)
DISTRICT 15 MEDICAL EXAMINER PRICE LIST**

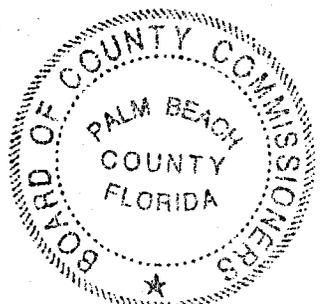
TEST CODE	TEST NAME	CHARGE
6002B	Volatiles - Blood	25.00
6002V	Volatiles - Vitreous	25.00
6002U	Volatiles - Urine	25.00
6002M	Volatiles - Miscellaneous	25.00
6002T	Volatiles - Tissues	50.00
6005B	Qualitative Drug Screen (Blood)	50.00
6005U	Qualitative Drug Screen (Urine)	50.00
6005V	Qualitative Drug Screen (Vitreous Fluid)	50.00
6005M	Qualitative Drug Screen (Miscellaneous)	50.00
6005T	Qualitative Drug Screen (Tissues)	100.00
6006	GC/MS Qualitative Confirmation	35.00
6006U	GC/MS (Urine) Qualitative Confirmation	35.00
6006M	GC/MS (Miscellaneous) Qualitative Confirmation	35.00
6007B	Carbon Monoxide (Blood)	25.00
6007M	Carbon Monoxide (Miscellaneous)	REFERENCE LAB PRICE
6008B	Cyanide Screen (Blood)	40.00
6008	Cyanide Screen (Miscellaneous)	REFERENCE LAB PRICE
6009	Acetaminophen	25.00
6010	Amphetamine/Methamphetamine Panel GC/MS	120.00
6014	Barbiturates Panel GC/MS	120.00
6016	Benzodiazepines Panel GC/MS (Blood)	120.00
6016M	Benzodiazepines Panel GC/MS (Miscellaneous)	120.00
6017	Cocaine & Metabolites Panel GC/MS (Blood)	120.00
6017M	Cocaine & Metabolites Panel GC/MS (Miscellaneous)	120.00

**EXHIBIT A (EFFECTIVE 10/01/01)
DISTRICT 15 MEDICAL EXAMINER PRICE LIST**

6022	Salicylate, Quantitative	25.00
6027	Lidocaine	30.00
6029	Methadone GC/MS	120.00
6033	Phencyclidine (PCP) GC/MS	120.00
6064	Phenytoin	25.00
6040	Procainamide/NAPA	25.00/25.00
6045	Urine Heavy Metal Screen	50.00
6050	Freons Screen	50.00
6054	Electrolytes Panel	25.00
6055	Nasal Swabs Screen GC/MS	50.00
6056	Free Opiates Panel GC/MS	120.00
6057	Total Opiates Panel GC/MS	120.00
6058	Carbamazepine	25.00
6067	MDMA/MDA GC/MS Panel	125.00
6068	Extended Metabolic Screen (NeoGen)	45.00
6069	Phenobarbital by Immunoassay	25.00
6071	Urinalysis - M.E.	15.00
6072	Theophylline	37.50
6073	Vancomycin	50.00
6075	GHB	120.00
6076	Para-methoxyamphetamine (PMA) & Para-methoxymethamphetamine (PMMA)	150.00
9909	Hepatitis Panel, Chronic	50.00
	*Forensic Histology	4.50/Slide
	STAT Courier Fee	100.00

*Miscellaneous Send-Out tests are subject to Reference Lab pricing and shipping charge

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on MAY 15 2001
DATED at West Palm Beach, FL on 5/25/01
DOROTHY H. WILKEN, Clerk
By: Celestina K. Moore D.C.



R2002 1121

**AMENDMENT NO. 1 TO
CONTRACT BETWEEN WUESTHOFF MEMORIAL HOSPITAL, INC., D/B/A/
WUESTHOFF REFERENCES LABORATORIES AND PALM BEACH COUNTY**

This Amendment No. 1, made and entered into this day of , 2002, ^{JUL 09 2002}
between Wuesthoff Memorial Hospital, Inc., d/b/a Wuesthoff References Laboratories,
(hereinafter referred to as "WUESTHOFF"), and Palm Beach County, a political subdivision
of the State of Florida, (hereinafter referred to as "COUNTY"), to modify that certain Contract
entered into between the parties on May 15, 2001, to conduct toxicology services for COUNTY
on a fee for service basis.

WHEREAS, the parties desire to modify said Contract as set forth hereafter; and

NOW, THEREFORE, in consideration of the foregoing mutual promises, covenants
and agreements herein, and for other good and valuable consideration, the receipt and
sufficiency of which the parties hereto expressly acknowledge, the parties mutually agree as
follows:

Paragraph 1, WUESTHOFF'S RESPONSIBILITIES, is hereby amended to read:

1.1 Fee Schedule.

WUESTHOFF will provide toxicology and histology services to COUNTY on a
fee for service basis as set forth in Exhibit A attached hereto. Billing will be issued regularly
as determined by WUESTHOFF.

1.3 Provision of Services.

WUESTHOFF'S toxicology and histology services will be rendered in the usual
manner of operation unless otherwise elected by WUESTHOFF.

All other terms and conditions of the Contract remain in full force and effect.

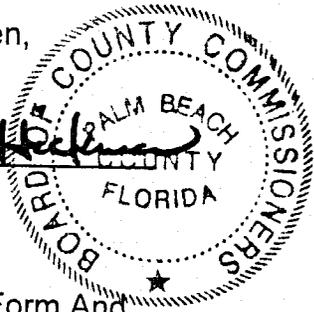
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective and duly authorized officers, the day and year first above written.

ATTEST:

Dorothy H. Wilken,
Clerk of Court

Linda C. Wilken
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: Warren H. Newell JUL 09 2002
Warren H. Newell, Chairman

Approved as to Form And
Legal Sufficiency

APPROVED AS TO TERMS
AND CONDITIONS

By: DAWN
Assistant County Attorney

Linda Wilken

ATTEST:

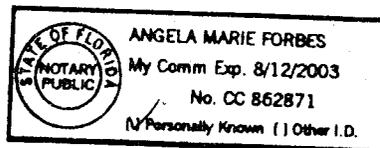
Angela Marie Forbes

WUESTHOFF MEMORIAL HOSPITAL,
INC., d/b/a WUESTHOFF REFERENCE
LABORATORIES

By: Angela Marie Forbes
Title: PRN / COO

Sworn to and subscribed before me
this 24 day of May, 2002.

Angela Marie Forbes
Notary Public
My commission expires: 8/12/2003



personally known or identification type _____

R2002 1121