

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 (X) Consent () Regular
() Ordinance () Public Hearing

Department

Submitted By: Medical Examiner's Office

Submitted For: Medical Examiner's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff Recommends Motion to Approve: A contract with Wuesthoff Memorial Hospital, d/b/a Wuesthoff Reference Laboratory to establish restructured services and a new fee schedule for toxicology and histology testing effective July 1, 2008 through June 30, 2012 with the contractual cost not to exceed \$ 915,750.

Summary: On May 15, 2001, the Board of County Commissioners approved the Contract with Wuesthoff Reference Laboratories for forensic toxicology laboratory testing, based on an individual test fee. The MEO continues to experience increases in autopsy cases and deaths involving multiple drugs, resulting in increased toxicology testing and anticipates a 20% increase in usage annually. Due to increased costs, Dr. Bell, Chief Medical Examiner, re-negotiated the terms of the contract with Wuesthoff Reference Laboratory. At this time, Wuesthoff Reference Laboratory has submitted a totally new fee schedule with a comprehensive drug panel being completed for a flat rate of \$165.00 per case, instead of a separate fee for each test. A comprehensive drug panel is defined as the detection and quantitation of alcohols, carbon monoxide, and the drugs listed in Exhibit "C" in blood, urine and vitreous fluid from the submitted Medical Examiner case. Additional tests for drugs not included in the panel are done at the discretion of the Medical Examiner's Office and fees are separate, with a fee schedule attached. Wuesthoff Reference Laboratory's costs include the cost of the pickup, delivery, storage and return and/or destruction of specimens.

Countywide (DW)

Background and Policy Issues: Wuesthoff Reference Laboratory began toxicology specimen testing for the Palm Beach County Medical Examiner Office on June 1, 2001. Due to the elimination of in-house histology testing in 2002, the contract with Wuesthoff was amended to include the addition of histology testing, in addition to toxicology testing. There continues to be a rise in Medical Examiner autopsy cases, resulting in additional forensic laboratory testing, as well as histology testing, to determine the cause of death. The continued rise in drug-related deaths also causes significant increases in the amount of testing needed. Wuesthoff has submitted a fee schedule to include a comprehensive drug panel to include many tests, instead of separate tests which costs would often rise to several hundred dollars per Medical Examiner case. Wuesthoff will provide services as set forth in the attached fee schedule, with the comprehensive drug panel being \$165.00 and separate fees for additional tests needed. The contract cost is \$ 915,750. These services include the storage of specimens for two years, then the return of specimens on homicide cases and destruction of all other specimens that are over two years of age.

Attachments:

- A. Contract for Wuesthoff Reference Laboratory (3)

Recommended by: Mitchell Bell 8/7/08
Department Director Date

Approved by: [Signature] 8/14/08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures					
Operating Costs	57,235	228,937	228,937	228,938	171,703
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	57,235	228,937	228,937	228,938	171,703
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 0001 Department 670 Unit 4100 Object 3431 Program

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Although the contract is budgeted in FY 2008, the Medical Examiner's Office will exceed appropriations. They will return to the Board at the end of the fiscal year for a contingency transfer. The Medical Examiner's Office anticipates a decrease in contract costs with the new fee schedule.

Atwillhite 8.8.8
8/8/08 OFMB

James J. Jovan 8/12/08
Contract Administration
8/12/08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 8/13/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 14th day of July, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Wuesthoff Memorial Hospital, Inc., dba: Wuesthoff Reference Laboratory [] an individual, [] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 59-0688798.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of forensic toxicology testing, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Michael D. Bell, M.D., telephone no. (561) 688-4575.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Nancy P. Williams, telephone no. (321) 255-8052.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on 7/1/08 and complete all services by 6/30/2012.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of nine hundred fifteen thousand, seven hundred fifty dollars (\$ 915,750). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and

approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed zero Dollars (\$ -0-), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY

the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE

participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT 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. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT 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.” CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY’S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

PALM BEACH COUNTY
Board of County Commissioners
c/o Medical Examiner’s Office
3126 Gun Club Road
West Palm Beach, Florida 33406

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT 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.
- J. **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, coverage, 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.

ARTICLE 11 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party 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 the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a

conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the

COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

PALM BEACH COUNTY
Michael D. Bell, M.D.
Chief Medical Examiner
c/o Medical Examiner's Office
3126 Gun Club Road

West Palm Beach, Florida 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Wuesthoff Memorial Hospital, Inc. dba: Wuesthoff Reference Laboratory
Attn: Nancy P. Williams
6800 Spyglass Court
Melbourne, FL 32940

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Chairman

WITNESS:

CONSULTANT:

Signature

Wuesthoff Memorial Hospital, Inc.

Company Name

Name (type or print)

Signature

Signature

George Fayer

Typed Name

Name (type or print)

SVP / CFO

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By Michael Bell
Department Director

SCOPE OF WORK

This contract is for toxicology services with Wuesthoff Reference Laboratory, for testing specimens on a fee for service basis. WUESTHOFF will provide toxicology services to Palm Beach COUNTY on a fee for service basis as set forth in this exhibit (attached hereto). A comprehensive drug panel (blood, urine, vitreous) is defined as the detection and quantitation of alcohols, carbon monoxide, and the drugs listed in Exhibit "C" in blood, urine, and vitreous fluid (when available) from the submitted medical examiner case. Billing will be issued on a monthly basis, as required by Article 3 of the Contract. Revisions in rates must be approved by the Board of County Commissioners.

Testing Results:

WUESTHOFF shall use all reasonable efforts to provide COUNTY with 95% of the comprehensive drug panel results within 60 days from the date of receipt of the specimen.

Records:

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.

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.

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.

See Wuesthoff Toxicology Pricing List
(Attached Hard Copy)

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

**WUESTHOFF REFERENCE LABORATORY
TOXICOLOGY PRICING FOR**

**DISTRICT 15
MEDICAL EXAMINER OFFICE
May 15, 2008**

TEST	TEST INFORMATION	WRL PRICE
Alcohol Panel *	Ethanol, Methanol, Acetone, Isopropanol	\$ 50.00
Carbon Monoxide *	Reports Carboxyhemoglobin as a percentage of Total Hemoglobin	\$ 45.00
* Charge applicable only if a Comprehensive Drug Panel is not also ordered.		
Comprehensive Drug Panel (Blood,Urine, Vitreous)	Refer to handout	\$165.00
Comprehensive Drug Panel (Bile or Gastric)	Refer to handout	\$165.00
Comprehensive Drug Panel (Tissue)		\$200.00
Sedative/Hypnotic Panel (Blood)		\$200.00
Sedative/Hypnotic Panel (Urine)		\$200.00
Hepatitis A IgM		\$ 80.00
Hepatitis B Surface Antigen		\$ 80.00
Hepatitis C Antibody		\$ 80.00
HIV-1 Antibody		\$ 35.00
TEST	TEST INFORMATION	WRL PRICE
Western Blot		\$ 70.00
Electrolyte Panel (Vitreous)		\$ 60.00
Solvents/Inhalants		\$160.00

This proposal includes the following services:

Courier service	No charge
Supplies	No charge
Storage- 2 years	No charge
Histology :	
Slide	\$ 7.00
Recuts	\$ 2.50
Special stains	\$15.00
Immunostains	\$75.00
Microbiology:	
Blood culture	\$50.00
Gram stain	\$10.00
Culture other source	\$50.00

Please contact me if you have any questions.

**Nancy P. Williams
Senior Client Representative
Wuesthoff Reference Laboratory
877-599-7975 Ext 608052**

NUMEROUS	PRECURSOR/PARENT ION	PRODUCT DAUGHTER ION	RI
BMAM	328.4	165	
7-AMINOCLOAZEPAM	286.2	250.2	9.08
ACETAMINOPHEN	152.2	110	4.67, 5.16
ALPHA HYDROXYALPRAZOLAM	325.1	205.1	13.62
ALPRAZOLAM	309.3	205.1	13.87
AMITRIPTYLINE	278.3	233.4	13.44
AMPHETAMINE	136.1	91	5.23
ARIPIPRAZOLE (Ablify)	448.1	285.1	13.53
BENZOYLECGONINE	290.2	168.2	8.15
BUPRENORPHINE	468.4	55.2	11.66
BUPROPRION	240.2	184.1	10.04
CAFFEINE	195.1	110	7.56
CARBAMAZEPINE	237.1	194.1	13.02
CARISOPRODOL	261.3	176.3	14.003
CHLORDIAZEPOXIDE	300.4	227.3	
CHLORPROMAZINE	319.2	58.2	14.03
CIMETIDINE	253.2	159.1	4.47
CITALOPRAM	325	109.1	11.911
CLOMIPRAMINE	315.3	58.1	14.3
CLONAZEPAM	316.1	270	13.92
CLONIDINE	230.2	124.2	6
CLOZAPINE	327.3	270	11.64
COCAETHYLENE	318.2	186.3	10.2
COCAINE	304.2	182.1	8.81
CODEINE	300.2	152	
CYCLOBENZAPRINE	276.4	215.1	13.27
DESALKYLFLURAZAPAM	289.3	140.1	
DESIPRAMINE	287.4	72.1	13.53
DIAZEPAM	285.2	193	15.15
DIPHENHYDRAMINE	256.1	167.2	11.48
DOXEPIN	280.2	107.2	12.07
ESTAZOLAM	295.1	205.2	9.601
ESZOPICLONE	389.1	245.2	7.86
FENFLURAMINE	232.2	159.2	10.64
FENTANYL	337.4	188.2	10.89
FLUNITRAZEPAM	314.1	268.1	13.82
FLUOXETINE	310.4	44.3	14.269
FLURAZEPAM	388.2	315.2	11.56
GABAPENTIN	172.4	154.1	
HYDROCODONE	300.2	199	4.37, 6.105
HYDROMORPHONE	286.1	185	
IMIPRAMINE	281.2	86.2	13.1
KETAMINE	238.1	125.1	7.62
LORATADINE	383.1	337.1	16.28
LORAZEPAM	321	275.2	14.39
MDA	180.1	105	5.94
MDMA	194.1	163.2	6.4
MEPERIDINE	248.3	220.3	8.4
MEPROBAMATE	219.4	158.2	11.4
METHADONE	310.3	265.2	13.21
METHAMPHETAMINE	150.1	91.2	4.77/5.23
METOPROLOL	268.4	56.3	8.51
MIDAZOLAM	326.3	223	12.1
MIRTAZAPINE	266.3	195.1	9.1
MORPHINE	286.2	152	2.07, 2.45
NALBUPHINE	358.3	185.1	6.83
NALORPHINE	312.2	152.1	4.86
NAPROXEN	231.1	185.1	15.15
NORDIAZEPAM	271	140.1	14.85
NORFENTANYL	233.3	84.1	7.97
NORMEPERIDINE	234.1	160.3	9.7
NORPROPOXYPHENE	326.4	252.4	13.07
NORTRIPTYLINE	264.4	233.2	13.65
OLANZAPINE	313.3	256.2	5.99, 6.08
OXAZEPAM	287	241.1	14.31
OXYCODONE	316.4	241.2	4.65
PAROXETINE	330.3	70.2	13.54
PENTAZOCINE	286.3	218.3	10.39
PHTERMINE	150.2	91.1	6.86
PROADIFEN	354.5	209.2	14.81
PROMETHAZINE	285.3	198.1	12.8
PROPANOLOL	260.2	116.2	11.48
PROPOXYPHENE	340.3	58.1	12.94
QUETIAPINE	384.2	253.1	11.98
RANITIDINE	315.2	176	2.82-4.35
RISPERIDONE	411.1	191.1	10.21
SERTRALINE	306.3	275.1	14.44
SILDENAFIL	475.4	58.1	12.51
TEMAZEPAM	301.2	255.1	14.47
THEOPHYLLINE	181	124	6.34
THORIDAZINE	371.2	98.1	14.78
TRAMADOL	284.4	58.4	8.12
TRAZODONE	372.3	176	10.56
TRIAZOLAM	343.1	239.2	14.24
VENLAFAXINE	278.2	58	10.49
VERAPAMIL	455.5	165.1	12.569
ZOLPIDEM	308.4	235.2	9.601