

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	<u>56,250</u>	<u>225,000</u>	<u>225,000</u>	<u>225,000</u>	<u>225,000</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>56,250</u>	<u>225,000</u>	<u>225,000</u>	<u>225,000</u>	<u>225,000</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

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

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

Costs will be covered by County ad valorem funds
Fund: General Fund
Unit: Medical Examiner

C. Departmental Fiscal Review: Stephanie Sepioka 8/2/12

III. REVIEW COMMENTS

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

[Signature] 8/7/2012
OFMB
8/6/12 8/10/12

[Signature] 8/9/12
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 8/30/12
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 _____ day of _____, 2012, 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 Rockledge HMA, LLC, d/b/a Wuesthoff Reference Laboratory, a company authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT or WUESTHOFF, whose Federal I.D. is 273142075.

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., whose telephone no. is 561-688-4575.

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

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on July 1, 2012 and complete all services by June 30, 2017.

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, with no "out of pocket" expenses, shall not exceed a total contract amount of one million, one hundred and twenty-five thousand Dollars (\$1,125,000.00). 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 are 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. 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 hereinunder 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 years are 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 coverages 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 coverages. 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.

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.

- F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- G. **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 coverages 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
c/o Medical Examiner's Office
3126 Gun Club Road
West Palm Beach, FL 33406

- H. **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.
- I. **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.

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, and the Palm Beach County Code of Ethics. 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 judgement 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, judgement, 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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, familial status, sexual orientation, gender identity and expression.

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.
Medical Examiner's Office
3126 Gun Club Road
West Palm Beach, FL 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 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

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 shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). 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.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, 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 Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List

created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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: _____
Shelley Vana, Chair

CONSULTANT:

**Rockledge HMA, LLC, d/b/a/
Wuesthoff Reference Laboratory**

Signature

TIM CERULLO

Typed Name

CEO

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(corp. seal)

By _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By Michael D. Bell
Michael D. Bell, M.D.

SCOPE OF WORK

CONSULTANT will provide toxicology services to the COUNTY on a fee for service basis as set forth in Exhibit "B." A comprehensive drug panel (blood, urine, vitreous) is defined as the detection and quantitation of alcohols, carbon monoxide, and the drugs listed in Exhibit "B" 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 COUNTY. All specimens shall be returned to the COUNTY 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 the COUNTY. 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.

**TOXICOLOGY PRICE LIST
(SEE ATTACHED)**

Drugs Quantified at no additional charge, included in Comprehensive Inclusive

Pricing Structure of \$ 165.00

6-monoacetylmorphine	Ethanol	Oxcarbazepine
7-aminoclonazepam	Fenfluramine	Oxycodone
Acetaminophen	Fentanyl	Oxymorphone
Acetone	Flunitrazepam	Paroxetine
Alphahydroxy alprazolam	Fluoxetine	Pentazocine
Alprazolam	Fluphenazine	Pentobarbital
Amitriptyline	Flurazepam	Phencyclidine
Amobarbital	Gabapentin	Phenobarbital
Amphetamine	Haloperidol	Phentermine
Aripiprazole	Hydrocodone	Phenytoin
Benzoyllecgonine	Hydromorphone	PMA
Buprenorphine	Ibuprofen	PMMA
Bupropion	Imipramine	Primidone
Butabarbital	Isopropanol	Procainamide
Butalbital	Ketamine	Promethazine
Caffeine	Lamotrigine	Propoxyphene
Carbamazepine	Lidocaine	Propranolol
Carisoprodol	Loratadine	Pseudoephedrine
Chlordiazepoxide	Lorazepam	Quetiapine
Chlorpromazine	MDA	Ramelteon
Cimetidine	MDMA	Risperidone
Citalopram	Meperidine	Salicylates
Clomipramine	Meprobamate	Secobarbital
Clonazepam	Methadone	Sertraline
Clonidine	Methamphetamine	Sildenafil
Clozapine	Methanol	Temazepam
Cocaethylene	Methylphenidate	THC
Cocaine	Metoprolol	THC-COOH
Codeine	Mexiletine	Theophylline
Cyclobenzaprine	Midazolam	Thioridazine
Desalkylflurazepam	Mirtazapine	Tramadol
Desipramine	Morphine	Trazodone
Desmethyltramadol	Nalbuphine	Triazolam
Dextromethorphan	Naproxen	Trimipramine
Diazepam	Nordiazepam	Venlafaxine
Diphenhydramine	Norfentanyl	Verapamil
Doxepin	Normeperidine	Zolpidem
Doxylamine	Norpropoxyphene	
Ecgonine methyl ester	Nortriptyline	
Ephedrine	Olanzapine	
Estazolam	Orphenadrine	
Eszopiclone	Oxazepam	

Drugs detected in the Comprehensive Drug Panel*
Wuesthoff Toxicology - 02/07/2012

1, (3-Chlorophenyl)piperazine	cyclobenzaprine
2CI	desalkylflurazepam
2,5-dimethoxy-4-isdoamphetamine	desipramine
3-fluoromethcathinone	diacetylmorphine
3,4-Methylenedioxypropylvalerone (MDPV)	dimethoxyamphetamine
3-Trifluoromethylphenylpiperazine	dimethoxy-4-methylamphetamine
6-monoacetylmorphine	diazepam
7-aminoclonazepam	diphenhydramine
acetaminophen	doxepin
alpha hydroxyalprazolam	doxylamine
alprazolam	duloxetine
amantadine	ephedrine/pseudoephedrine
amitriptyline	estazolam
amphetamine	eszopiclone
amobarbital	ethylone
amoxapine	felbamate
antipyrine	fenfluramine
aripiprazole	fentanyl
atenolol	flunitrazepam
atropine	fluoromethcathinone
benzocaine	fluoxetine
benzoylecgonine	fluphenazine
benzylpiperazine	gabapentin
bupivacaine	guaifenesin
buprenorphine	haloperidol
bupropion	HU-210
butalbital	hydrocodone
butylone	hydromorphone
caffeine	hydroxyzine
carbamazepine	ibuprofen
carisoprodol	imipramine
chlordiazepoxide	JWH-018
chlorpheniramine	ketamine
chlorpromazine	labetalol
cimetidine	levamisole
citalopram	levorphanol
clomipramine	loratadine
clonazepam	lidocaine
clonidine	loratadine
clozapine	lorazepam
cocaethylene	LSD
cocaine	MDA
codeine	MDMA
cotinine	meperidine

*detection dependent on sample matrix and limit of detection levels.

mephedrone
mephobarbital
S(-) Methcathinone
meprobamate
metaxalone
methadone
methamphetamine
methocarbamol
methylone
methylphenidate
methyl salicylate
metoprolol
metronidazole
midazolam
mirtazapine
morphine
nalbuphine
nalorphine
naproxen
naphyrone
nicotine
nordiazepam
nordoxepin
norfentanyl
norpropoxyphene
nortriptyline
olanzapine
orphenadrine
oxazepam
oxycodone
oxymorphone
papaverine
PMA
PMMA
paroxetine
pentazocine
pentobarbital
pentoxifylline
PCP
phendimetrazine
pheniramine
phentermine
phenobarbital
phenylpropanolamine
phenytoin
primidone
procainamide

procaine
promethazine
propranolol
propofol
propoxyphene
quinidine/quinine
ramelteon
ranitidine
risperidone
salicylamide
salicylic acid
secobarbital
sertraline
sildenafil
tapentadol
temazepam
theobromine
theophylline
thiopental
thioridazine
ticlopidine
topiramate
tramadol
trazodone
triazolam
trimethobenzamide
trimethoprim
valproic acid
venlafaxine
verapamil
ziprasidone
zolpidem

ethanol
methanol
acetone
isopropanol

*detection dependent on sample matrix and limit of detection levels.

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HEALTH MANAGEMENT ASSOCIATES
PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

PBY432

PAGE: 246

PRINTED 03/15/12

TIME 11:32:01

P.R. DATE 03/14/12

PRICING TIER LEVEL: 002 *

DPT CHARGE
NR CODE DESCRIPTION

437 32473 IMMUNOPEROXIDASE STAIN
437 80017 SPECIAL STAIN GROUP II
437 88312 SPECIAL STAINS GROUP I

HCPCS	REV CODE	PRICE	O/P PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
88342	0310	75.00	.00	.00	.00	08/23/2011	99/99/9999
88313	0312	15.00	.00	.00	.00	08/23/2011	99/99/9999
88312	0312	15.00	.00	.00	.00	08/23/2011	99/99/9999

* 002 Primary fee schedule

If test not listed on 002, pricing pulls from 067.

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19/2012 10:13 AM FAXCORE
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PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

PBY432

PAGE 463
PRINTED 03/15/12
TIME 11:32:01
P.B. DATE 03/14/12

PRICING TIER LEVEL: 067

P. 12

FAX NO. 3212558191

FAX NO. 3212558191
MAR-15-2012 THU 02:19 PM REFERENCE LAB

MAR-15-2012 THU 02:19 PM REFERENCE LAB

DPT CHARGE
NBR CODE DESCRIPTION

HCPCS	REV CODE	* PRICE *	O/P PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
438 98203							
438 98509	0300	71.00	.00	.00	.00		
438 83321	0300	221.00	.00	.00	.00	01/30/2012	99/99/9999
438 98638	0300	240.00	.00	.00	.00	01/30/2012	99/99/9999
438 98384	0300	71.00	.00	.00	.00	01/30/2012	99/99/9999
438 98511	86255 0300	583.00	.00	.00	.00	01/30/2012	99/99/9999
438 98501	0300	202.00	.00	.00	.00	01/30/2012	99/99/9999
438 98245	80101 0301	24.00	.00	.00	.00	01/30/2012	99/99/9999
438 98246	0300	75.00	.00	.00	.00	01/30/2012	99/99/9999
438 98510	0300	75.00	.00	.00	.00	01/30/2012	99/99/9999
438 98626	0300	235.00	.00	.00	.00	01/30/2012	99/99/9999
438 83274	0300	125.00	.00	.00	.00	01/30/2012	99/99/9999
438 98202	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 83275	0300	125.00	.00	.00	.00	01/30/2012	99/99/9999
438 98513	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 98514	0300	120.00	.00	.00	.00	01/30/2012	99/99/9999
438 98512	0300	412.00	.00	.00	.00	01/30/2012	99/99/9999
438 98515	0300	123.00	.00	.00	.00	01/30/2012	99/99/9999
438 17314	0300	142.00	.00	.00	.00	01/30/2012	99/99/9999
438 98516	86355 0302	257.00	.00	.00	.00	01/30/2012	99/99/9999
438 98201	0300	152.00	.00	.00	.00	01/30/2012	99/99/9999
438 98625	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 98639	0300	250.00	.00	.00	.00	01/30/2012	99/99/9999
438 98632	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 98200	0300	100.00	.00	.00	.00	01/30/2012	99/99/9999
438 98198	0300	178.00	.00	.00	.00	01/30/2012	99/99/9999
438 83279	0301	228.00	.00	.00	.00	01/30/2012	99/99/9999
438 98338	0300	228.00	.00	.00	.00	01/30/2012	99/99/9999
438 98678	83018 0301	123.00	.00	.00	.00	01/30/2012	99/99/9999
438 98517	0300	18.00	.00	.00	.00	01/30/2012	99/99/9999
438 98518	0300	106.00	.00	.00	.00	01/30/2012	99/99/9999
438 98519	0300	154.00	.00	.00	.00	01/30/2012	99/99/9999
438 98520	0300	114.00	.00	.00	.00	01/30/2012	99/99/9999
438 98680	0300	90.00	.00	.00	.00	01/30/2012	99/99/9999
438 98640	0300	85.00	.00	.00	.00	01/30/2012	99/99/9999
438 98521	0300	130.00	.00	.00	.00	01/30/2012	99/99/9999
438 98641	0300	86.00	.00	.00	.00	01/30/2012	99/99/9999
438 98209	0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438 98557	0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438 98558	0300	299.00	.00	.00	.00	01/30/2012	99/99/9999
438 98528	0300	429.00	.00	.00	.00	01/30/2012	99/99/9999
438 83276	0300	147.00	.00	.00	.00	01/30/2012	99/99/9999
438 98522	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 83303	0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438 98523	0300	250.00	.00	.00	.00	01/30/2012	99/99/9999
438 98524	0300	122.00	.00	.00	.00	01/30/2012	99/99/9999
438 83324	0300	264.00	.00	.00	.00	01/30/2012	99/99/9999
438 98527	0300	308.00	.00	.00	.00	01/30/2012	99/99/9999
438 98525	0300	103.00	.00	.00	.00	01/30/2012	99/99/9999
438 98526	0300	76.00	.00	.00	.00	01/30/2012	99/99/9999
438 98197	0300	106.00	.00	.00	.00	01/30/2012	99/99/9999
	0300	125.00	.00	.00	.00	01/30/2012	99/99/9999

REQUESTED BY: RANDYB

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HEALTH MANAGEMENT ASSOCIATES
PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

PBY432

PAGE 464
PRINTED 03/15/12
TIME 11:32:01
P.E. DATE 03/14/12

P. 13

FAX NO. 3212558191

MAR-15-2012 THU 02:20 PM REFERENCE LAB

DPT CHARGE	NBR	CODE	DESCRIPTION	HCRCS	REV CODE	* PRICE *	O/P PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
438	98072		CRYPTOCOCCAL AG TITER	86406	0302	93.00	.00	.00	.00		
438	98401		CSF IGG INDEX	86329	0300	142.00	.00	.00	.00	01/30/2012	99/99/9999
438	98529		CYANIDE SCREEN		0300	71.00	.00	.00	.00	01/30/2012	99/99/9999
438	17313		CYCLIC CETRULL PEPTIDE/CCP AB	86200	0302	130.00	.00	.00	.00	01/30/2012	99/99/9999
438	98530		CYCLOBENZAPRINE		0300	83.00	.00	.00	.00	01/30/2012	99/99/9999
438	98511		CYCLOBENZAPRINE FLUID		0300	221.00	.00	.00	.00	01/30/2012	99/99/9999
438	83322		CYCLOBENZAPRINE TISSUE		0300	264.00	.00	.00	.00	01/30/2012	99/99/9999
438	97555		CYSTIC FIBROSIS MOLEC ISO/EXTR	83890	0301	295.00	.00	.00	.00	01/30/2012	99/99/9999
438	98534		DEXTRQ/LEVO METHORPHAN		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438	98535		DIETAZEM		0300	171.00	.00	.00	.00	01/30/2012	99/99/9999
438	83277		DIPHENHYDRAMINE TISSUE		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98642		DIPHENHYDRAMINE, FORENSIC		0300	120.00	.00	.00	.00	01/30/2012	99/99/9999
438	98686		DNA SPECIMEN EVALUATION FEE		0300	160.00	.00	.00	.00	01/30/2012	99/99/9999
438	98536		DOXEPIN		0300	82.00	.00	.00	.00	01/30/2012	99/99/9999
438	98537		DOXEPIN FLUID		0300	213.00	.00	.00	.00	01/30/2012	99/99/9999
438	98538		DOXYLAMINE		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438	98539		DOXYLAMINE FLUID		0300	259.00	.00	.00	.00	01/30/2012	99/99/9999
438	98540		DULOXTINE		0300	169.00	.00	.00	.00	01/30/2012	99/99/9999
438	98643		ELECTROLYTE PANEL, FORENSIC		0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438	98644		ELECTROLYTE PANEL, VITREOUS		0300	75.00	.00	.00	.00	01/30/2012	99/99/9999
438	98541		ESZAZOLAM		0300	171.00	.00	.00	.00	01/30/2012	99/99/9999
438	98542		ESZOPICLONE		0300	202.00	.00	.00	.00	01/30/2012	99/99/9999
438	98543		ETHYLENE GLYCOL		0300	107.00	.00	.00	.00	01/30/2012	99/99/9999
438	98909		ETHYLENE GLYCOL, TISSUE		0300	353.00	.00	.00	.00	01/30/2012	99/99/9999
438	98343		F-ACTIN IGA	83516	0301	303.00	.00	.00	.00	08/23/2011	99/99/9999
438	98673		FEDERAL DRUG SCREEN		0300	37.50	.00	.00	.00	01/30/2012	99/99/9999
438	83278		PENTANYL PANEL TISSUE		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98672		FLORIDA DRUG FREE RL ALCOHOL		0300	18.00	.00	.00	.00	01/30/2012	99/99/9999
438	98671		FLORIDA DRUG FREE WP 10		0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438	98669		FLORIDA DRUG FREE WP 5		0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438	98670		FLORIDA DRUG FREE WP 8		0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438	15091		FLOW CYTOMETRY TECH EA ADD	88185	0310	83.00	.00	.00	.00	01/30/2012	99/99/9999
438	15090		FLOW CYTOMETRY TECH INITIAL	88184	0310	1,987.00	.00	.00	.00	01/30/2012	99/99/9999
438	83319		FLUOROCARBONS		0300	159.00	.00	.00	.00	01/30/2012	99/99/9999
438	98544		FLUOXETINE		0300	95.00	.00	.00	.00	01/30/2012	99/99/9999
438	83314		FLUOXETINE TISSUE		0300	155.00	.00	.00	.00	01/30/2012	99/99/9999
438	88375		FLUOXETINE FLUID		0300	130.00	.00	.00	.00	01/30/2012	99/99/9999
438	88378		FLUOXETINE URINE		0300	107.00	.00	.00	.00	01/01/2012	99/99/9999
438	98685		FORENSIC DNA PANEL		0300	575.00	.00	.00	.00	01/01/2012	99/99/9999
438	98650		FREE OPIATE PANEL, TISSUE		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98182		FREE OPIATE GC/MS		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98545		GABAPENTIN		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438	88376		GABAPENTIN, TISSUE		0300	301.00	.00	.00	.00	01/30/2012	99/99/9999
438	98630		GHB, TISSUE		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98629		GHB, URINE		0300	150.00	.00	.00	.00	01/01/2012	99/99/9999
438	98546		GLUCOSE BLOOD		0300	20.00	.00	.00	.00	01/30/2012	99/99/9999
438	98547		GLUCOSE VITREOUS		0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438	98548		GUAIACENSIN		0300	275.00	.00	.00	.00	01/30/2012	99/99/9999
438	98549		HALOCARBONS PANEL		0300	170.00	.00	.00	.00	01/30/2012	99/99/9999
438	98551		HALOGENATED HYDROCARBON SCN BL		0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438	98556		HALOGENATED HYDROCARBON SCN UR		0300	35.00	.00	.00	.00	01/30/2012	99/99/9999

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HEALTH MANAGEMENT ASSOCIATES
PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

2BY432

PAGE 465

PRINTED 03/15/12

TIME 11:32:01

P. E. DATE 03/14/12

P. 14

FAX NO. 3212568191

MAR-15-2012 THU 02:20 PM REFERENCE LAB

13/2012 10:13 AM

DPT CHARGE	NBR	CODE	DESCRIPTION	HCPCS	REV CODE	* PRICE *	O/P PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
	438	98550	HALOPERIDOL								
	438	83304	HANDLING FEE		0300	86.00	.00	.00	.00		
	438	83288	HE HISTO SLD CLIENT		0300	30.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83285	HE RECUT SLD CLIENT		0300	20.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83283	HEALTH FAIR PROFILE 1		0300	20.00	.00	.00	.00	01/30/2012	99/99/9999
	438	65982	HEMOLYSIS, ACID		0300	12.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98674	HISTOLOGY SLIDE RECUT	85475	0305	235.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98553	HYDROXYZINE		0300	20.00	.00	.00	.00	01/30/2012	99/99/9999
	438	29246	I2 AUTOANTIBODIES		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98554	IBUPROFEN	86341	0302	835.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83313	IBUPROFEN TISSUE		0300	80.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83295	IHA CADMIUM EXPOSURE PANEL		0300	287.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83296	IHA LEAD EXPOSURE PANEL		0300	60.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83297	IHA THYROID PANEL		0300	34.75	.00	.00	.00	01/30/2012	99/99/9999
	438	83300	IHC STAIN CLIENT		0300	5.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83301	IHM FLO EA ANTI CLIENT		0300	125.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98052	INDICANS, URINE (QUALITATIVE)	81005	0300	125.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98668	INFANT SCREEN PROLACTIN		0307	21.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98552	INHALENT PANEL ABUSED GASES		0300	65.00	.00	.00	.00	01/30/2012	99/99/9999
	438	15408	INSITU HYBRIDIZATION MANUAL		0300	123.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98559	KETAMINE	88368	0310	92.00	.00	.00	.00	01/30/2012	99/99/9999
	438	87065	KLEINHAUER-BETKE		0300	102.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98560	LAMOTRIGINE	85460	0305	35.00	.00	.00	.00	01/30/2012	99/99/9999
	438	88377	LATEX SPECIFIC IGE		0300	71.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98623	LEGAL BLOOD ALCOHOL		0300	99.30	.00	.00	.00	01/30/2012	99/99/9999
	438	98561	LEVETIRACETAM		0300	150.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98562	LIDOCAINE		0300	102.00	.00	.00	.00	01/01/2012	99/99/9999
	438	83280	LIDOCAINE & METAB FORENSIC		0300	102.00	.00	.00	.00	01/30/2012	99/99/9999
	438	17304	LIPOPROTEIN (A)		0300	102.00	.00	.00	.00	01/30/2012	99/99/9999
	438	17305	LIPOPROTEIN BLOOD ELEC SEP&QW	83695	0301	49.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98563	LITHIUM	83700	0301	125.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98645	LITHIUM, FORENSIC		0300	61.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98646	LITHIUM, REF LAB		0300	50.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98675	LITIGATION PACKAGE, FORENSIC		0300	61.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98676	LITIGATION PKG EXTRA, FORENSIC		0300	85.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98564	LORATADINE		0300	1.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98565	LSD		0300	174.00	.00	.00	.00	01/30/2012	99/99/9999
	438	16802	LUPUS PROFILE		0300	228.00	.00	.00	.00	01/30/2012	99/99/9999
	438	97671	MAGNESIUM 24 HR UR	86849	0302	119.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83284	MANAGED CARE CONTRACT RATE	83735	0301	71.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98179	MDA/MDMA		0300	15.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98664	MDMA CONFIRMATION		0300	150.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98631	MDMA PANEL, TISSUE		0300	65.00	.00	.00	.00	01/30/2012	99/99/9999
	438	88374	MDPV		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98566	MEPERIDINE		0300	190.00	.00	.00	.00	01/30/2012	99/99/9999
	438	83312	MEPHEDRONE		0300	99.00	.00	.00	.00	01/01/2012	99/99/9999
	438	98569	METALS/METALLOIDS PANEL TISSUE		0300	190.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98567	METALS/METALLOIDS PANEL 1		0300	508.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98568	METALS/METALLOIDS PANEL 1		0300	215.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98570	METALS/METALLOIDS PANEL 3		0300	254.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98570	METAXALONE		0300	167.00	.00	.00	.00	01/30/2012	99/99/9999
	438	98571	METFORMIN		0300	138.00	.00	.00	.00	01/30/2012	99/99/9999

REQUESTED BY: RANDYB
 PRINTING LEVEL: 067

HEALTH MANAGEMENT ASSOCIATES
 PATIENT BILLING SYSTEM
 CHARGE MASTER ALPHA LISTING
 FOR DATE OF SERVICE 03/15/2012

PHY432 PAGE 466
 PRINTED 03/15/12
 TIME 11:32:01
 P.E. DATE 03/14/12

DPT CHARGE NBR	CODE	DESCRIPTION	HCPCS	REV CODE	PRICE	O/2 PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
438	98647	METHADONE, FORENSIC		0300	120.00	.00	.00	.00		
438	98648	METHADONE, TISSUE		0300	387.00	.00	.00	.00	01/30/2012	99/99/9999
438	98572	METHOCARBAMOL		0300	101.00	.00	.00	.00	01/30/2012	99/99/9999
438	98573	METHYLENEDICATE		0300	98.00	.00	.00	.00	01/30/2012	99/99/9999
438	98574	METOPROLOL		0300	110.00	.00	.00	.00	01/30/2012	99/99/9999
438	83311	METRONIDAZOLE		0300	170.00	.00	.00	.00	01/30/2012	99/99/9999
438	83299	MID FLORIDA ALLERGY PANEL		0300	118.00	.00	.00	.00	01/30/2012	99/99/9999
438	98575	MIRTAZAPINE		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438	98649	MISC SUBSTANCE ID		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	98681	MRO		0300	10.00	.00	.00	.00	01/30/2012	99/99/9999
438	17312	MUTATE ID ENZ LIG/PRIME EXT EA 83914		0301	85.00	.00	.00	.00	01/30/2012	99/99/9999
438	98576	NAFPROXEN		0300	85.00	.00	.00	.00	01/30/2012	99/99/9999
438	17316	NATURAL KILLER CELLS TOT COUNT 86357		0302	257.00	.00	.00	.00	01/30/2012	99/99/9999
438	98577	NITROUS OXIDE		0300	312.00	.00	.00	.00	01/30/2012	99/99/9999
438	98578	OLANZAPINE		0300	221.00	.00	.00	.00	01/30/2012	99/99/9999
438	98579	OPiate PANEL TOTAL TIS		0300	268.00	.00	.00	.00	01/30/2012	99/99/9999
438	98580	ORPHENADRINE		0300	120.00	.00	.00	.00	01/30/2012	99/99/9999
438	98581	OXACARBAZEPINE		0300	87.00	.00	.00	.00	01/30/2012	99/99/9999
438	88368	OXYBUTYRIN		0300	201.00	.00	.00	.00	01/30/2012	99/99/9999
438	98582	PAROXETINE		0300	92.00	.00	.00	.00	01/30/2012	99/99/9999
438	98583	PAROXETINE FLUID		0300	222.00	.00	.00	.00	01/30/2012	99/99/9999
438	98449	PARVOVIRUS B-19, ULTRA QUANT	87799	0306	1,119.00	.00	.00	.00	02/03/2012	99/99/9999
438	83294	PATERNITY ADDL PARTY CLIENT		0300	150.00	.00	.00	.00	01/30/2012	99/99/9999
438	83290	PATERNITY FORENSIC CLIENT		0300	600.00	.00	.00	.00	01/30/2012	99/99/9999
438	83292	PATERNITY POST MORTEM SAMPLE		0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438	83293	PATERNITY STD 3 PARTY CLIENT		0300	400.00	.00	.00	.00	01/30/2012	99/99/9999
438	83291	PATERNITY 2 PARENTAGE CL		0300	250.00	.00	.00	.00	01/30/2012	99/99/9999
438	98665	PCP CONFIRMATION		0300	85.00	.00	.00	.00	01/30/2012	99/99/9999
438	83298	PEDIATRIC ALLERGY PANEL		0300	46.50	.00	.00	.00	01/30/2012	99/99/9999
438	98908	PENTAZOCINE		0300	112.00	.00	.00	.00	01/30/2012	99/99/9999
438	98584	PESTICIDE/INSECTICIDE SCN TISS		0300	552.00	.00	.00	.00	02/03/2012	99/99/9999
438	98585	PHENDIMETRAZINE		0300	99.00	.00	.00	.00	01/30/2012	99/99/9999
438	98586	PHENTERMINE		0300	127.00	.00	.00	.00	01/30/2012	99/99/9999
438	98587	PHENYTOIN REF LAB		0300	89.00	.00	.00	.00	01/30/2012	99/99/9999
438	98651	PHENYTOIN, FORENSIC		0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438	83339	PHENYTOIN, TISSUE		0300	290.00	.00	.00	.00	01/30/2012	99/99/9999
438	86045	PHOSPHATIDYLSERINE ICG	86148	0302	114.00	.00	.00	.00	02/03/2012	99/99/9999
438	98588	PIPERAZINE DESIGNER DRUG PANEL		0300	577.00	.00	.00	.00	01/30/2012	99/99/9999
438	86658	POLIO TYPE 2 AB	86658	0302	624.00	.00	.00	.00	01/30/2012	99/99/9999
438	98589	PRCABALIN		0300	209.00	.00	.00	.00	01/30/2012	99/99/9999
438	98590	PRIMIDONE		0300	114.00	.00	.00	.00	01/30/2012	99/99/9999
438	98591	PROMETHAZINE		0300	85.00	.00	.00	.00	01/30/2012	99/99/9999
438	98592	PROPOFOL		0300	165.00	.00	.00	.00	01/30/2012	99/99/9999
438	98593	PROPOFOL TISSUE		0300	440.00	.00	.00	.00	01/30/2012	99/99/9999
438	98594	PROPORYPERNE		0300	119.00	.00	.00	.00	01/30/2012	99/99/9999
438	98666	PROPORYPERNE CONFIRMATION		0300	65.00	.00	.00	.00	01/30/2012	99/99/9999
438	98596	PROPORYPERNE FLUID		0300	171.00	.00	.00	.00	01/30/2012	99/99/9999
438	98595	PROPORYPERNE TISSUE		0300	174.00	.00	.00	.00	01/30/2012	99/99/9999
438	98597	PROPRANOLOL		0300	80.00	.00	.00	.00	01/30/2012	99/99/9999
438	98599	PSEUDOPHEDRINE /EPHEDRINE CONF		0300	250.00	.00	.00	.00	01/30/2012	99/99/9999
438	98598	PSEUDOPHEDRINE SCREEN		0300	129.00	.00	.00	.00	01/30/2012	99/99/9999

P. 15
 FAX NO. 3212558101
 MAR-15-2012 THU 02:21 PM REFERENCE LAB

REQUESTED BY: RANDYB

PRICING TIER LEVEL: 067

HEALTH MANAGEMENT ASSOCIATES
PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

PBY432

PAGE 467
PRINTED 03/15/12
TIME 11:32:01
P.E. DATE 03/14/12

DPT CHARGE
NBR CODE DESCRIPTION

HCPCS	REV CODE	* PRICE *	O/P PRICE	PROFEE AMOUNT	NONCOV AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
438 98232	0300	165.00	.00	.00	.00	01/30/2012	99/99/9999
438 98216	0300	165.00	.00	.00	.00	01/30/2012	99/99/9999
438 98230	0300	165.00	.00	.00	.00	01/30/2012	99/99/9999
438 98217	0300	300.00	.00	.00	.00	01/30/2012	99/99/9999
438 98229	0300	135.00	.00	.00	.00	01/30/2012	99/99/9999
438 98219	0300	165.00	.00	.00	.00	01/30/2012	99/99/9999
438 98600	0300	113.00	.00	.00	.00	01/30/2012	99/99/9999
438 98601	0300	298.00	.00	.00	.00	01/30/2012	99/99/9999
438 98602	0300	167.00	.00	.00	.00	01/30/2012	99/99/9999
438 10245	0300	30.00	.00	.00	.00	01/30/2012	99/99/9999
438 00203	82075 0301	95.00	.00	.00	.00	01/30/2012	99/99/9999
438 10173	82175 0301	28.00	.00	.00	.00	01/30/2012	99/99/9999
438 07442	99001 0300	60.00	.00	.00	.00	01/01/2012	99/99/9999
438 98603	83655 0301	122.00	.00	.00	.00	02/03/2012	99/99/9999
438 98604	0300	75.00	.00	.00	.00	01/01/2012	99/99/9999
438 98605	0300	92.00	.00	.00	.00	02/03/2012	99/99/9999
438 83335	0300	222.00	.00	.00	.00	01/30/2012	99/99/9999
438 98682	0300	30.00	.00	.00	.00	01/30/2012	99/99/9999
438 98606	0300	305.00	.00	.00	.00	01/30/2012	99/99/9999
438 17300	80195 0301	258.00	.00	.00	.00	01/30/2012	99/99/9999
438 83289	0300	62.00	.00	.00	.00	01/30/2012	99/99/9999
438 98634	0300	150.00	.00	.00	.00	01/30/2012	99/99/9999
438 98607	0300	40.00	.00	.00	.00	01/30/2012	99/99/9999
438 98637	0300	500.00	.00	.00	.00	01/30/2012	99/99/9999
438 98609	0300	225.00	.00	.00	.00	01/30/2012	99/99/9999
438 98608	0300	225.00	.00	.00	.00	01/30/2012	99/99/9999
438 98910	0300	225.00	.00	.00	.00	01/30/2012	99/99/9999
438 98610	0300	125.00	.00	.00	.00	01/30/2012	99/99/9999
438 83305	0300	277.00	.00	.00	.00	01/30/2012	99/99/9999
438 83281	0300	164.00	.00	.00	.00	08/23/2011	99/99/9999
438 83286	0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438 98611	0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438 98612	0300	183.00	.00	.00	.00	01/30/2012	99/99/9999
438 98181	0300	106.00	.00	.00	.00	01/30/2012	99/99/9999
438 98633	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 98652	0300	75.00	.00	.00	.00	01/30/2012	99/99/9999
438 98653	0300	120.00	.00	.00	.00	01/30/2012	99/99/9999
438 98613	0300	200.00	.00	.00	.00	01/30/2012	99/99/9999
438 98615	0300	73.00	.00	.00	.00	01/30/2012	99/99/9999
438 98614	0300	111.00	.00	.00	.00	01/30/2012	99/99/9999
438 98654	0300	136.00	.00	.00	.00	01/30/2012	99/99/9999
438 15406	88360 0300	72.00	.00	.00	.00	01/30/2012	99/99/9999
438 98663	0310	275.00	.00	.00	.00	01/30/2012	99/99/9999
438 98662	0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438 98677	0300	35.00	.00	.00	.00	01/30/2012	99/99/9999
438 98667	0300	5.00	.00	.00	.00	01/30/2012	99/99/9999
438 98656	0300	10.00	.00	.00	.00	01/30/2012	99/99/9999
438 98660	0300	10.00	.00	.00	.00	01/30/2012	99/99/9999
438 98661	0300	25.00	.00	.00	.00	01/30/2012	99/99/9999
438 98657	0300	55.00	.00	.00	.00	01/30/2012	99/99/9999
438 98658	0300	20.00	.00	.00	.00	01/30/2012	99/99/9999
	0300	25.00	.00	.00	.00	01/30/2012	99/99/9999

P. 16
FAX NO. 3212550191
MAR-15-2012 THU 02:21 PM REFERENCE LAB

REQUESTED BY: RANDYB

PRICING TIER LEVEL: 067

HEALTH MANAGEMENT ASSOCIATES
PATIENT BILLING SYSTEM
CHARGE MASTER ALPHA LISTING
FOR DATE OF SERVICE 03/15/2012

PBY432

PAGE 468
PRINTED 03/15/12
TIME 11:32:01
P.H. DATE 03/14/12

P. 17

FAX NO. 3212558191

MAR-15-2012 THU 02:22 PM REFERENCE LAB

19/2012 10:13 AM FAXURE

DPT	NBR	CHARGE	CODE	DESCRIPTION	HCPCS	RVV	CODE	* PRICE *	O/P	PRICE	PROFER	AMOUNT	NONCOV	AMOUNT	EFFECTIVE	EXPIRATION
															DATE	DATE
438	98659	URINE DRUG SCREEN 8 PANEL				0300		25.00	.00		.00				01/30/2012	99/99/9999
438	98679	USA ADMINISTRATIVE FEE				0300		18.00	.00		.00				01/30/2012	99/99/9999
438	98616	VALPROIC ACID REF LAB				0300		132.00	.00		.00				01/30/2012	99/99/9999
438	98655	VALPROIC ACID, FORENSIC				0300		25.00	.00		.00				01/30/2012	99/99/9999
438	98617	VENLAFAXINE				0300		211.00	.00		.00				01/30/2012	99/99/9999
438	98618	VERAPAMIL				0300		118.00	.00		.00				01/30/2012	99/99/9999
438	83334	VILAZODONE				0300		163.00	.00		.00				01/30/2012	99/99/9999
438	98624	VOLATILE PANEL TISSUE				0300		200.00	.00		.00				01/30/2012	99/99/9999
438	98636	WITNESS FEE DAILY				0300		650.00	.00		.00				01/30/2012	99/99/9999
438	98635	WITNESS FEE HOURLY				0300		160.00	.00		.00				01/30/2012	99/99/9999
438	98619	XYLAZINE				0300		434.00	.00		.00				01/30/2012	99/99/9999
438	98620	ZIPRASIDONE				0300		113.00	.00		.00				01/30/2012	99/99/9999
438	98621	ZOLPIDEM				0300		122.00	.00		.00				01/30/2012	99/99/9999
438	83340	ZOLPIDEM, TISSUE				0300		350.00	.00		.00				01/30/2012	99/99/9999
438	83320	ZONESAMIDE				0300		132.00	.00		.00				01/30/2012	99/99/9999
438	98532	1,1-DIFLUOROETHANE				0300		520.00	.00		.00				02/03/2012	99/99/9999
438	98622	6-MAM SCREEN				0300		50.00	.00		.00				01/30/2012	99/99/9999
438	98501	ALCOHOL SCREEN				0301		24.00	.00		.00				01/30/2012	99/99/9999
438	98245	ALCOHOL VOLATILES - BLOOD	80101			0300		75.00	.00		.00				01/27/2012	99/99/9999
438	98678	BLOOD ALCOHOL CHARGE				0300		18.00	.00		.00				01/27/2012	99/99/9999
438	98680	CALL IN DRUG SCREEN				0300		85.00	.00		.00				01/27/2012	99/99/9999
438	98673	FEDERAL DRUG SCREEN				0300		37.50	.00		.00				01/27/2012	99/99/9999
438	98672	FLORIDA DRUG FREE BL ALCOHOL				0300		18.00	.00		.00				01/27/2012	99/99/9999
438	98671	FLORIDA DRUG FREE WP 10				0300		35.00	.00		.00				01/27/2012	99/99/9999
438	98669	FLORIDA DRUG FREE WP 5				0300		35.00	.00		.00				01/27/2012	99/99/9999
438	98670	FLORIDA DRUG FREE WP 8				0300		35.00	.00		.00				01/27/2012	99/99/9999
438	98649	MISC SUBSTANCE ID				0300		200.00	.00		.00				01/27/2012	99/99/9999
438	98681	MRO				0300		10.00	.00		.00				01/27/2012	99/99/9999
438	98634	SPECIMEN PICKUP CHARGE				0300		150.00	.00		.00				01/27/2012	99/99/9999
438	98607	SPECIMEN RETURN				0300		40.00	.00		.00				01/27/2012	99/99/9999
438	98637	SPECIMEN STORAGE, YEARLY				0300		500.00	.00		.00				01/27/2012	99/99/9999
438	98609	SYNTHETIC CANNABINOIDS CONF				0300		225.00	.00		.00				01/27/2012	99/99/9999
438	98608	SYNTHETIC CANNABINOIDS SCN				0300		225.00	.00		.00				01/27/2012	99/99/9999
438	98633	TOX STAT CHARGE				0300		75.00	.00		.00				01/27/2012	99/99/9999
438	98663	UDS ZERO TOLERANCE 10 PANEL				0300		35.00	.00		.00				01/27/2012	99/99/9999
438	98662	UDS ZERO TOLERANCE 8 PANEL				0300		35.00	.00		.00				01/27/2012	99/99/9999
438	98677	URINE ALCOHOL CHARGE				0300		5.00	.00		.00				01/27/2012	99/99/9999
438	98667	URINE ALCOHOL CONFIRMATION				0300		10.00	.00		.00				01/27/2012	99/99/9999
438	98656	URINE ALCOHOL SCN, FORENSIC				0300		10.00	.00		.00				01/27/2012	99/99/9999
438	98660	URINE DRUG SCREEN 10 PANEL				0300		25.00	.00		.00				01/27/2012	99/99/9999
438	98661	URINE DRUG SCREEN 12 PANEL				0300		55.00	.00		.00				01/27/2012	99/99/9999
438	98657	URINE DRUG SCREEN 2 PANEL				0300		20.00	.00		.00				01/27/2012	99/99/9999
438	98658	URINE DRUG SCREEN 5 PANEL				0300		25.00	.00		.00				01/27/2012	99/99/9999
438	98659	URINE DRUG SCREEN 8 PANEL				0300		25.00	.00		.00				01/27/2012	99/99/9999
438	98679	USA ADMINISTRATIVE FEE				0300		18.00	.00		.00				01/27/2012	99/99/9999
438	98636	WITNESS FEE DAILY				0300		650.00	.00		.00				01/27/2012	99/99/9999
438	98635	WITNESS FEE HOURLY				0300		160.00	.00		.00				01/27/2012	99/99/9999
438	10008	REF ALLERGEN INDIVIDUAL				86003	0302	10.00	.00		.00				01/27/2012	99/99/9999
438	05061	REF CBC/DIFF				85025	0305	5.00	.00		.00				02/01/2012	99/99/9999
438	23338	REF CORTISOL SERUM				82533	8301	20.00	.00		.00				02/01/2012	99/99/9999
438	97228	REF CRP ULTRASENSITIVE				86141	0302	12.00	.00		.00				02/01/2012	99/99/9999



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1801 West End Avenue, Suite 1500 Nashville, TN 37203	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
072392-ALL-AL/WC-11-12 Wuesth	INSURER A: Liberty Insurance Corporation	42404
INSURED Health Management Associates, Inc. 5811 Pelican Bay Boulevard, Suite 500 Naples, FL 34108-2710	INSURER B: Liberty Mutual Fire Insurance Company	23035
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** ATL-003074670-08 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-651-004245-021	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ STATUTORY
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-C5D-004245-011	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Workers Compensation and Automobile Liability coverage for Health Management Associates d/b/a Wuesthoff Reference Laboratory, 6800 Spyglass Court, Melbourne, FL

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Medical Examiners Office 3126 Gun Club Road West Palm Beach, FL 34406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Marjorie L. Rippey <i>Marjorie L. Rippey</i>
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**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MANAGER
OF
ROCKLEDGE HMA, LLC**

The undersigned, being the Sole Manager of the Rockledge HMA, LLC (the "Company") hereby unanimously consents to the adoption of the following resolution without a meeting:

RESOLVED, that, pursuant to the Company's Limited Liability Agreement ("LLC Agreement"), Tim Cerullo is hereby appointed as Vice President effective July 2, 2012; and

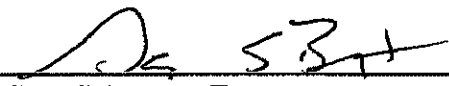
FURTHER RESOLVED, that said officer shall serve at the pleasure of the Manager and in accordance with the LLC Agreement until such successor is appointed; and

FURTHER RESOLVED, that all action heretofore taken by the person or persons now elected officers of the Company, acting in the name of and on behalf of the Company, are hereby in all respects ratified, confirmed and approved in their entirety.

Dated: As of July 2, 2012

**Hospital Management Associates, Inc.,
Manager**

By



Gary S. Bryant, Treasurer

Attachment #

2