

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** September 17, 2013

**AGENDA ITEM NO.** 17

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature**

**Subject:**

Approval of Contract between Jon R. Thogmartin, M.D., P.A., and Pinellas County for the Provision of Medical Examiner and Forensic Laboratory Services.

**Department:**

Health and Community Services

**Staff Member Responsible:**

Gwendolyn Warren, Executive Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE AND AUTHORIZE THE CHAIRMAN TO EXECUTE THE CONTRACT BETWEEN JON R. THOGMARTIN, M.D., P.A., (MEDICAL EXAMINER) AND PINELLAS COUNTY (COUNTY) FOR THE PROVISION OF MEDICAL EXAMINER AND FORENSIC LABORATORY SERVICES.

I ALSO RECOMMEND THAT UPON EXECUTION OF THE AGREEMENT BY THE CHAIRMAN, THE CLERK BE AUTHORIZED TO ATTEST.

**Summary Explanation/Background:**

The Medical Examiner agrees to furnish all services, personnel, labor, and necessary equipment to serve as the District Six Medical Examiner to Pinellas County, in accordance with Chapter 406, Florida Statutes. In addition, the Medical Examiner agrees to furnish all necessary laboratory tests in accordance with Chapter 943, Florida Statutes, and provide for the analysis of evidence seized by law enforcement agencies in the County pursuant to their authority under Florida law.

**Fiscal Impact/Cost/Revenue Summary:**

The contract amount for fiscal year 2013-14 is \$4,225,370.00. This amount reflects a combination of Medical Examiner and Forensic Laboratory budgets. This is an increase of approximately .024% from the current fiscal year's budget of \$4,155,080.00. During the term of the contract, the County will compensate the Medical Examiner approximately \$162,514.23, paid bi-weekly for twenty six billing periods, for services performed. Estimated reimbursements for fiscal year 2013-14 total approximately \$1,000,614.00 and are as follows: Pasco County, including cremation fees in Pinellas, is \$721,214.00; State DUI/Drug Trust Fund is \$253,000.00; DUI and lab fees from other agencies is \$26,400.00. The term of this contract shall be from October 1, 2013 through September 30, 2014.

**Exhibits/Attachments Attached:**

Contract Review Transmittal Slip  
Forensic Science Center Contracts  
Schedule A Fees  
Liability Insurance Declaration Page  
Pinellas/Pasco County Interlocal Agreement for Autopsy Reimbursement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Forensic Science Center Agreement with Jon R. Thogmartin, M.D., Medical Examiner</b>	
<b>CONTRACT NO.:</b> number	<b>ESTIMATED EXPENDITURE / REVENUE: 4,225,370.00</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

Annual agreement with Dr. Thogmartin for medical examiner services for fiscal year 2013-14, October 1, 2013 to September 30, 2014. Three (3) original copies.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Tim Burns Justice & Consumer Svc.	7/24/13	<i>DB/m</i>		
<b>Risk Mgmt:</b> Virginia Holscher <i>OK 7-26</i>	7/29/13	VEN	Ins. requirements included in Attachment #1. Pls see change to p.12	<i>OK</i> <i>or</i> <i>TB</i>
<b>Finance:**</b> Cassandra Williams	7/30/13	<i>CBW</i>	P.6 of 18 - Paying 2 or 3 prnts in advance? Why? Update Schedule A from 10/1/11. 2 advanced	<i>OK - found to reflect</i> <i>in 3</i> <i>TB -</i>
<b>OMB:**</b> Eric Naughton	8/2	<i>EN</i>	payments necessary to sustain operations during emergencies / fiscal delays.	<i>TB</i>
<b>Legal:</b> Carl Brody	8/2	<i>CB</i>	See comments above	
<b>Assistant County Administrator or Executive Director:</b> Gwendolyn Warren, Healthy Communities Executive Director	8/30/13	<i>GW</i>		

Please return to Jadonn Sowell/Justice & Consumer Services By **August 8, 2013**.  
All inquiries should be made to Jadonn Sowell ext.46213.

## **CONTRACT FOR MEDICAL EXAMINER SERVICES**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "COUNTY" and **JON R. THOGMARTIN, M.D., P.A.**, a Florida corporation, hereinafter called "DR. THOGMARTIN."

### **WITNESSETH:**

WHEREAS, the provision of forensic laboratory services in Pinellas County is an integral part of the criminal justice system; and

WHEREAS, Dr. Thogmartin has the specialized training, experience and expertise to provide the necessary forensic laboratory services; and

WHEREAS, the provision of medical examiner services detailed in Section 406.11, Florida Statutes, is an integral part of the criminal justice system; and

WHEREAS, Dr. Thogmartin has been appointed by the Governor to serve as the District Six Medical Examiner; and

WHEREAS, the Pinellas County Board of County Commissioners is responsible for the payment of the Medical Examiner's fees, salaries, and expenses pursuant to Section 406.06(3) and §406.08(1), Florida Statutes; and

WHEREAS, forensic lab services will now be incorporated within this agreement for Medical Examiner Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“ACT” means Chapter 406, Florida Statutes, and Chapter 11G, Florida Administrative Code and the statutory requirements of Chapter 943, Florida Statutes, which apply to the Pinellas County Forensic Laboratory.

“ASCLD-LAB” means the American Society of Crime Laboratory Directors, Laboratory Accreditation Board.

“ASSOCIATE MEDICAL EXAMINER” means an anatomic board certified or board eligible pathologist hired by and serving at the pleasure of the MEDICAL EXAMINER pursuant to his authority under Section 406.06, Florida Statutes.

“CODIS” means the Combined DNA Index System (CODIS) is the FBI-funded computer system that solves crimes by searching DNA profiles developed by federal, state, and local crime laboratories.

“CODIS OPERATOR” means an employee of the COUNTY that is eligible for the Florida Retirement System, functions as a DNA Analyst and that has secured access to the CODIS database.

“COUNTY” means Pinellas County, Florida, a political subdivision created by the State of Florida.

“CREMATION APPROVAL” means any cremation, burial-at-sea, or disposition by anatomic dissection approval produced pursuant to Ch. 406.

“DEA LICENSE” means the annually renewed license to possess controlled substances issued to the Pinellas County Forensic Laboratory by the Federal Drug Enforcement Administration.

“DEPARTMENT” means the Pinellas County Department of Justice and Consumer Services.

“DISTRICT” means Medical Examiner District Six that includes Pinellas County and Pasco County.

“DR. THOGMARTIN Property” means all equipment purchased and owned by DR. THOGMARTIN which would remain in the possession of DR. THOGMARTIN in the event of termination of this Contract.

“FORENSIC LABORATORY DIRECTOR” means a qualified forensic scientist hired by and serving at the pleasure of DR. THOGMARTIN.

“FUNCTION-RELATED EQUIPMENT” means major equipment purchased by the COUNTY that is integral to the service provided by the Forensic Science Center. It includes all COUNTY owned and COUNTY purchased computers, software, video equipment, cameras, office machines, office furniture, medical instruments, X-ray machines, and laboratory instruments.

“MEDICAL EXAMINER LABORATORY SERVICES” means toxicology laboratory testing for drugs or alcohol in deceased persons on items submitted by the Medical Examiner directly related to deceased persons in ongoing Medical Examiner death investigations.

“NAME” means the National Association of Medical Examiners.

“NON-MEDICAL EXAMINER LABORATORY SERVICES” means chemistry and laboratory testing for DNA, controlled substances, alcohol, ignitable liquids, and related substances on items submitted by outside agencies such as law enforcement not directly related to deceased persons in ongoing Medical Examiner death investigations.

“PROFESSIONAL MEMBERSHIP” means the holding of any executive or committee position by Professional Staff in a forensic science related organization including,

but not limited to the American Academy of Forensic Sciences and the American Society of Crime Laboratory Directors.

“PROFESSIONAL STAFF” means the Director of Investigations, all Associate Medical Examiners, the Forensic Laboratory Director, and all Forensic Chemists/Toxicologists/DNA Analysts performing the services under this Contract.

“REQUEST FOR PROFESSIONAL ASSISTANCE” means any request for medical examiner services or for forensic laboratory services made by a jurisdiction or agency outside the District/County.

## 2. PURPOSE.

DR. THOGMARTIN agrees to furnish all services, personnel, labor and necessary equipment not otherwise provided for herein, to serve as the District Six Medical Examiner which includes Pinellas County.

DR. THOGMARTIN agrees to furnish all services, personnel, labor and necessary equipment not otherwise provided for herein to provide forensic laboratory analysis of evidence submitted by law enforcement agencies in the COUNTY pursuant to their authority under Florida Law.

## 3. SCOPE OF SERVICES

A. DR. THOGMARTIN is responsible for all duties and responsibilities outlined in the ACT. DR. THOGMARTIN shall advise the DEPARTMENT of any other appointment to a statewide or national commission, council, committee or special investigation panel. Likewise, Professional Membership activity of Professional Staff shall be reported to the DEPARTMENT. DR. THOGMARTIN agrees to supply janitorial services to the facility including all labor and supplies.

B. DR. THOGMARTIN shall conduct or cause to be performed all necessary laboratory tests for the analysis of evidence seized by law enforcement agencies in Pinellas

County pursuant to their authority under Florida law and shall conduct Medical Examiner related laboratory testing and non-Medical Examiner laboratory testing. DR. THOGMARTIN shall employ the necessary personnel to conduct said tests. Said employment shall comply with all federal, state and local statutes and regulations. Said employees shall safeguard and maintain proper chain of custody of all evidence submitted to them in accordance with the Standards of Practice and Performance required to maintain ASCLD-LAB and NAME Accreditation. Said employees shall further be available to testify in all criminal and civil litigation stemming from their duties. In addition, necessary laboratory reports shall be prepared and distributed according to general law.

C. Appointment of DR. THOGMARTIN or one of the Professional Staff to the Florida Forensic Advisory Council is within the Scope of Services of this Agreement. DR. THOGMARTIN shall advise the DEPARTMENT of any other appointment to a statewide or national commission, council, committee or special investigation panel. Likewise, Professional Membership activities of Professional Staff shall be reported to the DEPARTMENT.

D. The COUNTY shall assume all responsibility for billing and collecting CREMATION APPROVAL fees, if any, and assumes any liability and responsibility for the billing and collection of CREMATION APPROVAL fees. The COUNTY shall set the fee amount. DR. THOGMARTIN shall provide timely public information related to CREMATION APPROVALS, REPORTS sufficient for the COUNTY to bill for CREMATION APPROVALS. If COUNTY chooses to bill for CREMATION APPROVALS, DR. THOGMARTIN, as part of his official duties under the ACT, shall not be expected or required to withhold CREMATION APPROVAL numbers from Funeral Directors for lack of payment to COUNTY.

E. Services provided by any Professional Staff as an expert witness or private consultant on non-medical examiner cases originating inside or outside of the District or on medical examiner cases originating outside of the District, are outside the Scope of Services of this Contract. Services by any Professional Staff as an expert witness or private consultant on non-Pinellas County Forensic Laboratory cases originating inside or outside of the COUNTY are outside of the Scope of Services of this Agreement. Services provided by any Professional Staff as an expert witness or private consultant on medical examiner cases originating inside the District, if provided within the COUNTY facility, shall be reported to the COUNTY and fees for use of the COUNTY facility shall be \$15 per billable hour payable to the COUNTY.

F. DR. THOGMARTIN shall be responsible for maintaining all public records created by his office and responding to all public records request made to his office.

4. TERM.

The term of this Agreement is for the fiscal year period from October 1, 2013, through September 30, 2014.

5. COMPENSATION.

A. The COUNTY agrees to compensate DR. THOGMARTIN for services at a rate of One Hundred Sixty-Two Thousand, Five Hundred Four and 23/100 (\$162,514.23) Dollars paid bi-weekly for twenty-six (26) billing periods during the term of this Agreement, not to exceed an annual maximum amount of Four Million, Two Hundred Twenty Five Thousand, Three Hundred Seventy (\$4,225,370.00) Dollars.

B. The COUNTY agrees to provide the first three payments in the amount of Four Hundred Eighty Seven Thousand Five Hundred and Forty Two and 69/100 (\$487,542.69) Dollars as first payment for the term of this Agreement. All subsequent payments shall be as provided for in Paragraph A of this section. The annual maximum



amount shall remain Four Million, Two Hundred Twenty Five Thousand, Three Hundred Seventy (\$4,225,370.00) Dollars.

C. The COUNTY agrees that the terms of this Agreement contemplate the anticipated normal activities and workload of DR. THOGMARTIN based upon past statistics and reasonable projections. The COUNTY agrees that in the event of a natural or man-made disaster or occurrence, it shall reimburse DR. THOGMARTIN for all extraordinary expenses (this includes expenses for exhumation when indicated by investigation and disaster related body removals at One Hundred Fifty Dollars (\$150) per decedent and Fifty Dollars (\$50) per body pouch for bodies transported as are submitted to the Department and approved by the COUNTY.

D. In the event that the Pinellas County Attorney's Office is prohibited from representing DR. THOGMARTIN based on a conflict of interest or other ethical proscription, any expenses related to providing legal counsel and services to DR. THOGMARTIN for legal actions arising solely out of DR. THOGMARTIN's statutory duties (exclusive of professional or business liability claims) including legal services required to represent DR. THOGMARTIN as counsel of record regarding requests for public records under Chapter 119, Florida Statutes, and Florida Rule of Criminal Procedure 3.852 (records requests from the Office of Capital Collateral Representative) shall be paid by the COUNTY upon presentation by DR. THOGMARTIN at a rate not to exceed Two Hundred (\$200.00) Dollars per hour plus costs, up to an amount not to exceed Twenty Thousand (\$20,000.00) Dollars. Prior to obtaining private counsel, DR. THOGMARTIN must receive approval from the Pinellas County Attorney's Office, which shall state the basis for the conflict.

E. DR. THOGMARTIN stipulates, agrees and understands that under the terms of this Agreement he must maintain an adequate number of Professional Staff and support staff to perform all duties in accordance with this Contract. Should any professional staff

position remain vacant for more than 180 days, Dr. Thogmartin shall explain the vacancy in writing to the DEPARTMENT.

6. METHOD OF PAYMENT.

A. The COUNTY shall pay the above amounts by direct deposit into the specified account(s) of the MEDICAL EXAMINER. No bi-weekly billing or other invoices shall be required by the COUNTY other than this AGREEMENT and the terms of Section 5.

B. In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify DR. THOGMARTIN of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to COUNTY.

7. WORK FOR OUTSIDE AGENCIES.

A. This section of this Agreement shall apply to any services rendered to Pasco County, to persons, agencies, organizations or other Medical Examiner Districts as part of a Request for Professional Assistance. References to Pasco County are not necessarily exclusive.

B. For any services performed for Pasco County or Pinellas County law enforcement agencies for DUI testing, DR. THOGMARTIN shall itemize such services (as specified in REPORTS below) and, as compensation for the use of the COUNTY facility, DR. THOGMARTIN shall pay to the COUNTY, on a monthly basis, twenty (20%) percent of all fees received from any request for such services rendered the previous month and performed at the facility. For any services performed for any other municipality or entity as part of a Request for Professional Assistance, DR. THOGMARTIN shall pay the county (20%) of all fees received for such services performed at the facility. DR. THOGMARTIN may request authorization to waive such fees by submitting a written request to the DEPARTMENT for consideration and approval by the COUNTY.

C. DR. THOGMARTIN shall pay usage fees to the COUNTY for services rendered within the County Facility to Pasco County or to Pinellas County law enforcement agencies for traffic related alcohol and drug testing (DUI cases) in accordance with the attached fee schedule.

8. REPORTS.

A. Budget.

In addition to the standard annual budget submission showing COUNTY operating expenses and capital outlays, DR. THOGMARTIN agrees to provide an FY 13-14 professional services budget proposal for all services including outside income showing the previous fiscal year actual, current fiscal year estimated and subsequent fiscal year proposed revenues, expenses, and net impact associated with the operations of MEDICAL EXAMINER AND LABORATORY functions. DR. THOGMARTIN also agrees to advise the DEPARTMENT in writing prior to seeking any grants or financial assistance that could alter the amount of funding from the COUNTY or alter the Scope of Services.

B. Monthly Reports.

DR. THOGMARTIN agrees to provide the DEPARTMENT with a monthly report which shall include at a minimum, the following:

1. A report showing monthly and year-to-date totals for each function performed by the office to include the number of autopsies and cremation approvals (by Funeral Home/Crematory). Current monthly and year-to-date totals shall be compared with the prior year's monthly and year-to-date totals.
2. An itemization of services provided to Pasco County or any other County to include the number of:
  - a. autopsies performed,

b. days for which body storage was provided including the initial 24 hour period.

3. Other statistical data and reports shall be available to the COUNTY upon reasonable request.

9. FACILITY AND EQUIPMENT.

A. The COUNTY agrees to provide, maintain, and support at no cost to DR. THOGMARTIN, a facility and all Function-Related Equipment reasonably required to perform the duties listed under the Scope of Services. Prior to purchasing Function-Related Equipment in excess of One Thousand (\$1,000.00) Dollars, DR. THOGMARTIN agrees to notify the DEPARTMENT and to explore all other options including use of surplus equipment. DR. THOGMARTIN agrees to purchase Function-Related Equipment through the COUNTY in accordance with the Purchasing Ordinance. DR. THOGMARTIN may purchase additional DR. THOGMARTIN Property from his budget line item, Professional Services. A separate listing of DR. THOGMARTIN Property and EQUIPMENT that is housed within the COUNTY facility shall be supplied to the DEPARTMENT. DR. THOGMARTIN shall be responsible for all said property and equipment and the COUNTY assumes no liability and shall be held harmless for any damage, injury caused or loss of DR. THOGMARTIN Property and Equipment.

B. The County shall maintain the facility in a manner consistent with that of comparable Medical Examiner facilities in the state. In the event that DR. THOGMARTIN determines that the facility being provided DR. THOGMARTIN under this Agreement is not being maintained in a manner consistent with comparable Medical Examiner facilities, DR. THOGMARTIN shall notify the County, through its Department of Justice and Consumer Protection. This notice shall be in writing and shall explain the

specific basis for the claim that the facility is not being maintained in a manner consistent with the mandates of this Agreement.

#### 10. CODIS OPERATORS

The COUNTY agrees to provide to DR. THOGMARTIN, two CODIS Operators, qualified per standards set by Thogmartin to work at the Pinellas County Forensic Laboratory, who shall be employees of the COUNTY, but work under the direct supervision and control of DR. THOGMARTIN. The Forensic Laboratory Director shall be responsible for the approval of timesheets, leave requests, performance salary reviews, as relates to CODIS Operators, and shall forward all related records to the DEPARTMENT for processing and retention. The Forensic Laboratory Director shall report any incidents that may result in liability on behalf of the COUNTY immediately to the DEPARTMENT'S Bureau Director and DR. THOGMARTIN agrees to cooperate with the COUNTY in addressing these matters. The DEPARTMENT shall be responsible for all personnel and payroll transactions. The DEPARTMENT'S Bureau Director shall also be responsible for signing off on all reviews. All specialized training or travel expenses related to the two CODIS OPERATORS shall be incurred by DR. THOGMARTIN. DR. THOGMARTIN shall approve selected CODIS Operator candidates prior to their employment with the COUNTY in compliance with all federal, state and local statutes and regulations. Access to the facility shall be at the pleasure of DR. THOGMARTIN, however, access may not be denied without cause. If, at any time, DR. THOGMARTIN determines that selected CODIS Operators are unacceptable, DR. THOGMARTIN shall inform the COUNTY of his decision and the COUNTY shall begin initiating recruitment proceedings for replacement of the CODIS Operator(s).

#### 11. UTILTITES.

The COUNTY shall assume the reasonable cost of any water, gas, heat, power, paging service, cable media service, local phone service, waste removal, and grounds maintenance which is furnished to the facility. DR. THOGMARTIN shall assume the cost of all long-distance telephone charges billed by the COUNTY, janitorial services, and all other services supplied to said facility which the COUNTY has not herein specifically agreed to furnish. The COUNTY reserves the right to provide other services as are deemed in the best interest of the COUNTY in extraordinary circumstances.

12. TRANSPORTATION AND STORAGE OF BODIES.

The COUNTY agrees to assume any costs incurred in transporting and storing bodies examined by DR. THOGMARTIN if the death occurred in Pinellas County and the costs of body transport is reflected in COMPENSATION (Section 5).

13. AMENDMENT.

This Contract may be amended at any time provided such amendment is in writing and signed by both parties.

14. TERMINATION.

This Contract shall be terminable at will at the option of either party upon their furnishing of a ninety (90) days written notice to the other party.

15. INDEPENDENT CONTRACTOR.

It is mutually agreed that DR. THOGMARTIN is and shall remain an independent contractor and is not an employee or agent of the COUNTY.

16. INSURANCE. (See Attachment #1)

A. DR. THOGMARTIN shall obtain professional liability insurance with limits of not less than One Million (\$1,000,000.00) Dollars which shall provide coverage for all services provided under the terms of this Contract. The COUNTY agrees to pay the cost of such insurance coverage for DR. THOGMARTIN. The annual premium for such insurance

coverage shall be included in the approved line item budget. DR. THOGMARTIN's policy coverage shall be reviewed annually by the DEPARTMENT.

B. Should DR. THOGMARTIN's professional liability insurance fail to, or during the terms of this Contract, cease to cover the Scope of Services required, DR. THOGMARTIN shall, within twenty-four (24) hours of his knowledge of same, notify the DEPARTMENT and procure new or endorsed coverage for the services provided under this Contract. Failure to comply with this notice provision shall make this Contract subject to termination upon ten (10) days written notice to DR. THOGMARTIN by the COUNTY.

17. NON-DISCRIMINATION.

DR. THOGMARTIN shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of age, sex, race, color religion, national origin, or disability. DR. THOGMARTIN shall, during the performance of this Contract, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

18. INDEMNIFICATION.

DR. THOGMARTIN shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from DR. THOGMARTIN; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of DR. THOGMARTIN; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. DR. THOGMARTIN shall not indemnify the COUNTY for any claims

arising as a result of termination of the contract as described under section 4 of this Agreement. The COUNTY shall be responsible for all claims due to the actions or negligence of the COUNTY and/or its employees to include failures of the COUNTY owned facility.

19. NON-ASSIGNABILITY.

This Contract is not intended, nor shall it be construed, to inure to the benefit of any third party hereto, and no right, duty or obligation of DR. THOGMARTIN under this agreement shall be assigned to any person, private association or corporation, not-for-profit corporation, or public body without the prior written consent of the COUNTY.

20. SEVERABILITY.

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term or condition held to be illegal or void renders the balance of the agreement to be impossible to perform.

21. DOCUMENTS COMPRISING AGREEMENT.

This Contract for DR. THOGMARTIN services shall consist of this Agreement and the following documents which are incorporated herein by reference:

Schedule A List of Fees for Services for FY 13-14

Schedule B. DR. THOGMARTIN's professional liability insurance declarations page

Schedule C. Memo regarding Drug Testing of DNA Analysts

22. AUDITS.

DR. THOGMARTIN shall retain all records relating to this Agreement for three (3) years after final payment is made. All records shall be subject to audit by the COUNTY pursuant to Pinellas County Ordinance 94-51. The DEPARTMENT, on behalf of the



COUNTY, shall have access to financial records relating to this Agreement for the purpose of audits.

23. GOVERNING LAW.

The laws of the State of Florida shall govern this Agreement.

24. AGREEMENT MANAGEMENT.

The COUNTY designates the following person as the Contract Manager:

Jadonn N. Sowell, M.S.  
Department of Justice and Consumer Services  
631 Chestnut Street  
Clearwater, FL 33756 Phone: (727) 453-7441  
Facsimile: (727) 453-7433

DR. THOGMARTIN designates the following person as the Contract Manager:

Jon R. Thogmartin, M.D.  
District Medical Examiner  
Executive Director  
Forensic Science Center  
10900 Ulmerton Road  
Largo, FL 33778  
(727) 582-6800

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

ATTEST

**Ken Burke**

Clerk of Circuit Court

**PINELLAS COUNTY, FLORIDA**

Acting by and through its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_ *HW*  
Chairman of the Board of County Commissioners

ATTEST:

By: *Shen E. Hwang*

**JON R. THOGMARTIN, M.D., P.A.**

By: *Jon R. Thogmartin*

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *[Signature]*

## **Schedule A**

**10/01/11**

Fees billed by Medical Examiner/Forensic Laboratory

<u>Autopsies-Complete</u>	<u>\$750.00</u>
<u>Autopsies-Head</u>	<u>\$125.00</u>
<u>Cases Examined</u>	<u>\$250.00</u>
<u>Cremation Approval</u>	<u>\$25.00</u>
<u>Scene Response</u>	<u>\$125.00</u>

**Laboratory Exams and Related Services\*:**

<u>DUI Drug Screen</u>	<u>\$300.00</u>
<u>Alcohol Level</u>	<u>\$100.00</u>

**MEDICAL EXAMINER AND SEIZED DRUG FEES**

<u>Tox Drug Screen – Full</u>	<u>\$150.00</u>
<u>Tox Drug Screen - Partial</u>	<u>\$80.00</u>
<u>Tox Drug Quantitation</u>	<u>\$100.00</u>
<u>Carbon Monoxide</u>	<u>\$50.00</u>
<u>Other Screens</u>	<u>\$50.00</u>
<u>X-RAY (General)</u>	<u>\$50.00</u>
<u>X-RAY (Dental)</u>	<u>\$20.00</u>
<u>Fire Debris Analysis</u>	<u>\$150.00</u>
<u>Seized Drug Analysis</u>	<u>\$100.00</u>
<u>Seized Cannabis</u>	<u>\$50.00</u>
<u>DNA Decedent ID (Out of County/sample)</u>	<u>\$400.00</u>

**\*Fees include 20% facilities surcharge for Pinellas County**

Body Transport	\$150.00
Out of County Body Transport	\$300.00
Body pouch	\$50.00

Other facilities surcharges for Pinellas County:

Autopsy	\$0.00
Body Storage	\$10.00

**ATTACHMENT #1 - INSURANCE REQUIREMENTS**

**Notice:** The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the

**ATTACHMENT #1 - INSURANCE REQUIREMENTS**

contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Fire Legal Liability	\$ 300,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Professional Liability (Medical Malpractice) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending five (5) years beyond termination of the contract shall be required. Proof of "tail coverage" must be submitted 60 days prior to termination of contract, or immediately if contract termination is less than 60 days. In lieu of "tail coverage", contractor may submit annually to the County, for a five (5) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of the initial contract.

Limits	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 3,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

**DECLARATIONS**

Policy Number: W13009120101  
 Authority Reference: B6012BUSANMSL1201  
 Underwriters: Syndicates 2623/623 at Lloyd's

Attaching to and forming a part of:

**MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY CLAIMS MADE AND REPORTED INSURANCE**

This Insurance is effected with Certain  
 UNDERWRITERS AT LLOYD'S OF LONDON (not incorporated).

**THIS IS A CLAIMS MADE AND REPORTED POLICY.  
 PLEASE READ CAREFULLY.**

**Item 1 Named Insured:** Jon R. Thogmartin, M.D. PA


**Address:** 10900 Ulmerton Road  
 Largo, FL 33778

**Item 2 Policy Period:**

Inception: 01-Oct-2012  
 Termination: 01-Oct-2013

**FL SURPLUS LINES AGENT NOTICE**

Surplus Lines Agent- Eric Shapiro  
 License #- E158590  
 1408 N. Westshore Blvd, Suite 611  
 Tampa, FL 33607

Producer Contact- Teri Rafferty  
 City- 8191 College Parkway, Ste 202  
Fort Myers, FL 33919  
 File No. \_\_\_\_\_ Quarter \_\_\_\_\_  
 Premium: 30,950.00 Tax 1,549.25  
 Service Fee 30.99 Policy Fee 35.00  
 FL Hurricane Fee \_\_\_\_\_ EMPA \_\_\_\_\_  
 Agent Countersignature 

(both days at 12.01 a.m. local standard time at the address shown in Item 1. above)

**Item 3 Limit of Liability:**

The total Limit of Liability of the Underwriters, including Damages and Claims Expenses, for all Claims first made against the Insured and reported in writing to the Underwriters during the Policy Period shall not exceed:

- (a) \$1,000,000 Each Claim
- (b) \$3,000,000 Term Aggregate - all coverages combined

**Item 4 Deductible:**

The Deductible amount shall be separately applicable to each Claim first made against the Insured during the Policy Period and shall apply to Damages and Claims Expenses:

\$25,000 Each Claim without aggregate

**Item 5 Premium:**

(a) The premium paid in respect of the entire Policy Period of Insurance

\$30,950

This insurance is pursuant to the Florida Surplus Lines law. Persons insured by surplus lines carried do not have the protection of the Florida Insurance Guarantee Act to the extent of any right of recovery for the obligation of insolvent unlicensed insurer.

Plus taxes as applicable, which shall be payable in full at inception of this Insurance as designated in **Item 2** of the Declarations

(a) Extended Reporting Period Premium: See Endorsement E01107082011

**Item 6 Retroactive Date:**

Coverage shall apply only to those Claims reported pursuant to the terms and conditions of the Policy arising out of Professional Services described herein and performed subsequent to the date below:

01-Dec-2000

**Item 7 Service of Suit:**

Service of Suit upon the Underwriter pursuant to Condition XXII of the Policy may be made upon:

Mendes & Mount  
750 Seventh Avenue  
New York, New York 10019-6829  
United States of America

**Item 8 Notice of Election:**

Recipient of Notice of Insured's Cancellation:

Beazley USA Services, Inc.  
30 Batterson Park Road  
Farmington, Connecticut 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247

Recipient of Notice of Insured's intention to purchase Extended Reported Period Coverage and premium for Extended Reporting Period Coverage:

Beazley USA Services, Inc.  
30 Batterson Park Road  
Farmington, Connecticut 06032  
Tel: (860) 677-3700  
Fax: (860) 679-0247

**Item 9 Notice of Claim:**

Recipient of Notice of Insured's Claims or circumstance per Condition XI of the Policy:

Beazley Healthcare Claims  
1270 Avenue of the Americas  
Suite 1200  
New York, NY 10020  
Tel: +1 (646) 943 5900  
Fax: +1 (646) 378 4039  
[healthcareclaims@beazley.com](mailto:healthcareclaims@beazley.com)



**Item 10 Additional Insureds/Scheduled Physicians:**

Scheduled by endorsement

**Item 11 Scheduled Professional Services:**

Medical Examination, Forensic Pathology Lab, Expert Witness & Expert Consultations, all related services performed by the Medical Examiner Office

**Item 12 Endorsements:**

1. NMA1256 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
2. NMA1477 Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
3. NMA 2918 War and Terrorism Exclusion Endorsement
4. E00576062012 Asbestos Exclusion
5. E00580062008 Lead Exclusion
6. E00581062008 Silica Exclusion Endorsement
7. E00584062008 Mold Exclusion
8. E00861122008 Premium Payment Warranty Endorsement
9. E00986012009 Scheduled Additional Insured Endorsement
10. E01013042009 Deceptive Trade Practices Exclusion
11. E01107082011 Bilateral Extended Reporting Period Endorsement
12. E01111042009 HIPAA Endorsement
13. E01122042009 Minimum Earned Premium Endorsement
14. E01757012010 Amend Sexual/Physical Misconduct Exclusion With Sublimit
15. E02155062010 Additional Per Claim Expenses Limit Subject to Aggregate
16. E03211092011 Scheduled Insureds (With Retroactive and Termination Dates)
17. E03796062012 Reliance on Another Insurance Company's Application
18. BSLMU05120809FL Important Notice – Florida
19. Schedule2012 Lloyd's Security Schedule Endorsement

Dated: 25-Oct-2012

At: 30 Batterson Park Road  
Farmington, Connecticut 06032  
(the office of the Correspondent)

By:   
Beazley USA Services, Inc (Correspondent)

INTERLOCAL AGREEMENT BETWEEN  
PINELLAS COUNTY and PASCO COUNTY

**COPY**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made and entered into this 23 day of December, 20  , by and between PINELLAS COUNTY, a political subdivision of the State of Florida, and PASCO COUNTY, a political subdivision of the State of Florida.

**WITNESSETH:**

WHEREAS, it is the purpose and intent of this Agreement, the parties hereto, and the Florida Interlocal Cooperation Act of 1969, to permit Pinellas County and Pasco County to make the most efficient use of their respective powers, resources and capabilities, by enabling them to cooperate from the basis of mutual advantage, and thereby to provide the facility as designated herein in the manner that will best accord with the existing resources available to each of them; and with geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

WHEREAS, the purpose of the Cooperation Act is to provide for a means by which Pinellas County and Pasco County may exercise their respective powers, privileges and authorities which they share in common and which each might exercise separately, in a joint manner; and

WHEREAS, the parties further intend to enter into this Agreement in order to show evidence of the need of Pinellas County to construct a new Medical Examiner's Office that provides space for Pasco County's usage; and

WHEREAS, Pinellas County will construct a Medical Examiner's facility at an estimated cost of \$13,800,000.00 (Thirteen Million Eight Hundred Thousand Dollars); and

WHEREAS, Pinellas County intends to fund the cost of construction of said Medical Examiner's facility, together with other funds from Pasco County through services rendered by the Medical Examiner for District Six; and

WHEREAS, Pinellas County is desirous of assisting Pasco County with its Medical Examiner needs by constructing the new Medical Examiner's facility; and

WHEREAS, Pasco County is desirous of utilizing the Medical Examiner's facility and will compensate Pinellas County for the use of the facility and other services, and will agree to continue to utilize the Pinellas County Medical Examiner's Office for the duration of twenty (20) years;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between Pinellas County and Pasco County as follows:

A. Authority: This agreement is entered into pursuant to provisions of Section 163.01, Fla.Stat.; Article VIII, Sections 1 and 2 of the Constitution of the State of Florida; Pinellas County Home Rule Charter; Section 125.0104 (1), Fla.Stat.; and other applicable provisions of law.

B. Terms of the Agreement:

1. Service Provided by Pinellas County: Pinellas County hereby covenants and agrees to allow Pasco County to utilize the new Medical Examiner's facility. Such use is permitted in accordance with agreements

executed between the District Six Medical Examiner and Pinellas County, as well as agreements between Pinellas County and Pasco County.

2. Payments by Pasco County to Pinellas County as Direct Cost Per

Autopsy: Pasco County shall pay Pinellas County \$800.00 (Eight Hundred Dollars) per autopsy performed on behalf of Pasco County by the Medical Examiner for District Six. The payments will consist of a fixed rate portion of \$677.25 and a variable rate portion of \$122.75 for the initial

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12 months of this agreement. Payments shall be paid within thirty (30) days of services rendered based upon invoices of the District Six Medical Examiner, processed through Pinellas County by the appropriate department, through the duration of this agreement. The variable rate portion will be adjusted on October 1<sup>st</sup> of each year to reflect cost increases according to the Producer Price Index. The adjustment will be based on the increase of the June data of the medical laboratories component of the Index compared to the previous year's June data. The

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base rate data for June 2002 will be 114.0.

3. Term of the Agreement and Effective Date: This Agreement shall be effective on October 1, 2002, notwithstanding proper execution by the authorized signatories of Pinellas County and Pasco County, and shall renew automatically each year for a period of twenty (20) years.

C. Filing: This Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, Florida, as required by Section 163.01(11), Fla.Stat.

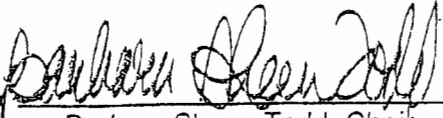
D. Severability: If any one or more of the covenants, agreements or provisions of this Agreement should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement which shall remain fully enforceable.

E. Controlling Law; Members of Pinellas County and Pasco County Not Liable: All covenants, stipulations, obligations and agreements of Pinellas County and Pasco County contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of said counties, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of Pinellas County and/or Pasco County in its, his or their individual capacity, and neither the members of the governing body of said counties nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by Pinellas County and Pasco County of this Agreement or any act pertaining hereto.

F. Modification or Amendment: This Agreement may be amended with the written consent of Pinellas County and Pasco County.

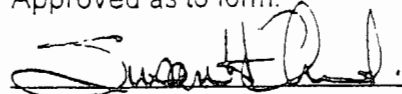
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as  
of the day and year written above.

PINELLAS COUNTY, FLORIDA


By: 

Barbara Sheen Todd, Chair,  
Pinellas County Board of  
County Commissioners

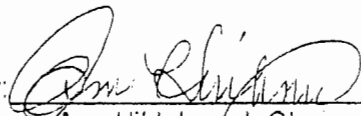
Approved as to form:



Assistant County Attorney  
Pinellas County

  
Deputy Clerk

PASCO COUNTY, FLORIDA

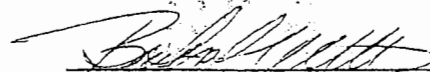
By: 

Ann Hildebrand, Chair,  
Pasco County Board of  
County Commissioners

APPROVED


NOV 06 2002

Approved as to form and sufficiency



County Attorney  
Pasco County

ATTEST:

  
Deputy Clerk

I, KARLEEN F. De BLAKER, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida.

Witness my hand and seal of said County FL. this 24th day of December A.D. 20 07

KARLEEN F. De BLAKER, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida

By

Debra Rubin

Deputy Clerk