

BOARD OF COUNTY COMMISSIONERS

DATE: August 21, 2012

AGENDA ITEM NO. //

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:

Justice and Consumer Services

Staff Member Responsible:

Tim L. Burns, 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.

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 2012-13 is \$4,155,080.00. This amount reflects a combination of Medical Examiner and Forensic Laboratory budgets. This is a decrease of approximately .01% from the current fiscal year's budget of \$4,195,140.20. During the term of the contract, the County will compensate the Medical Examiner approximately \$159,810.77, paid bi-weekly for twenty six billing periods, for services performed. Estimated reimbursements for fiscal year 2012-13 total approximately \$1,043,466.00 and are as follows: Pasco County, including cremation fees in Pinellas, is \$761,253.00; State DUI/Drug Trust Fund is \$253,000.00; DUI and lab fees from other agencies is \$29,213.00. The term of this contract shall be from October 1, 2012 through September 30, 2013.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip
Three (3) 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

PROJECT: Forensic Science Center Agreement with Jon R. Thogmartin, M.D., Medical Examiner

CONTRACT NO.: _____ ESTIMATED **EXPENDITURE** / REVENUE: **\$4,155,080.00**

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: Three (3) copies

<u>REVIEW SEQUENCE</u>	<u>DATE</u>	<u>INITIALS/ SIGNATURE</u>	<u>COMMENTS (IF ANY)</u>	<u>COMMENTS REVIEWED & ADDRESSED OR INCORPORATED</u>	<u>ORIGINATOR'S INITIALS & DATE</u>
Originator (Jadonn Sowell)	<u>06/28/2012</u>	<u>[Signature]</u>			
Risk Management (Virginia Holscher)	<u>6/29/12</u>	<u>Virginia Holscher</u>	<u>see revised ins.</u>		<u>[Signature] 7/30/12</u>
OMB (Bill Berger)	<u>7/1/12</u>	<u>[Signature]</u>			
Finance (Cassandra Williams)	<u>7/18/12</u>	<u>CBW</u>			
Legal (Carl Brody)	<u>7/23/12</u>	<u>[Signature]</u>			
Assistant County Administrator (Carl Harness)	<u>7/24/12</u>	<u>CHA</u>			

Please return to Justice and Consumer Services as soon as possible. All inquiries should be made to Jadonn Sowell ext. 46213. Thank you.

CONTRACT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2012, 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, 2012, through September 30, 2013.

5. COMPENSATION.

A. The COUNTY agrees to compensate DR. THOGMARTIN for services at a rate of One Hundred Fifty-Nine Thousand, Eight Hundred Ten and 77/100 (\$159,810.77) 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, One Hundred Fifty Five Thousand, Eighty (\$4,155,080.00) Dollars.

B. 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.

C. 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.

D. 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 12-13 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 (\$1000.00) 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 (see attached memo), 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. UTILITIES.

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. PROFESSIONAL LIABILITY INSURANCE.

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 12-13

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:

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

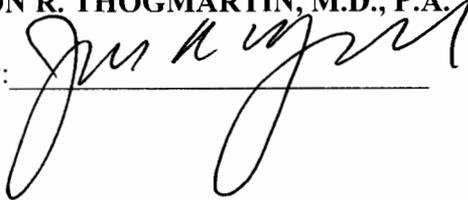
By: _____
Deputy Clerk

By: _____
Chairman of the Board of County Commissioners

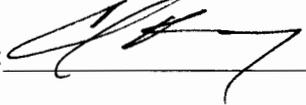
ATTEST:

By: _____

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

By:  _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By:  _____

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

<u>Body Transport</u>	<u>\$150.00</u>
<u>Out of County Body Transport</u>	<u>\$300.00</u>
<u>Body pouch</u>	<u>\$50.00</u>

Other facilities surcharges for Pinellas County:

<u>Autopsy</u>	<u>\$0.00</u>
<u>Body Storage</u>	<u>\$10.00</u>



EVANSTON INSURANCE COMPANY

Policy No. SM-882561
Prev. No. SM-875262
Prod. No. 37408

DECLARATIONS - PROFESSIONAL LIABILITY INSURANCE POLICY FOR SPECIFIED MEDICAL PROFESSIONS

Claims Made Coverage: The coverage afforded by this policy is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported in writing to the Company pursuant to the terms herein.

Notice: This is a duty to defend policy. Additionally, this policy contains provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless the policy is amended by endorsement. Please read the policy carefully.

1. **NAMED INSURED:** JON R. THOGMARTIN, M.D., P.A.
2. **BUSINESS ADDRESS:**
10900 ULMERTON ROAD
LARGO, FL 33778
3. **POLICY PERIOD:** From October 1, 2011 to October 1, 2012
12:01 A.M. Standard Time at address of Insured stated above.
4. **PROFESSIONAL SERVICES:** Medical Examination, Forensic Pathology Lab, Expert Witness, Expert Consultation, all related services performed by the Medical Examiner Office
5. **LIMITS OF LIABILITY:**
Each Claim: \$ 1,000,000
Policy Aggregate: \$ 3,000,000
6. **DEDUCTIBLE:**
Each Claim: \$ 25,000
7. **RETROACTIVE DATE:** December 1, 2000
8. **RATE:** Flat
PREMIUM BASE: Flat
9. **PREMIUM FOR POLICY PERIOD:**
Minimum \$ 38,396.00
Deposit \$ 38,396.00
10. **PREMIUM FOR EXTENDED REPORTING PERIOD:** 150% for 12 months; 175% for 24 months; or 200% for 36 months
11. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:
None

12. ENDORSEMENTS ATTACHED AT POLICY INCEPTION:

- 1. EIC 4115-01 25% Minimum Earned Premium Endorsement
- 2. MEIL 5229 09 10 Longer Duration Extended Reporting Period Availability
- 3. EIC4575 Consent to Settlement - Florida
- 4. MPIL 1006 01 10 Florida Policy Holder Notice
- 5. EIC 4419-02 Additional Insured Endorsement
- 6. EIC4295-02 Claim Expenses in Addition to Per Claim Limit
- 7. EIC4004-03 Amendment of The Insured B. Addition of Physician/Surgeon/Dentist

13. NOTICES:

Notices required to be provided to the Company under this policy shall be addressed to:

CLAIM NOTICES:

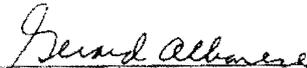
Claims Service Center
MARKEL SERVICE, INCORPORATED
Ten Parkway North
Deerfield, Illinois 60015

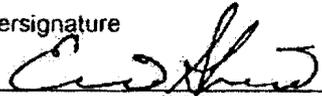
Fax: (847) 572-6338
E-mail: newclaims@markelcorp.com
Phone: (847) 572-6000

ALL OTHER NOTICES:

MARKEL SOUTHEAST
4521 Highwoods Parkway
Glen Allen, VA 23060

Fax: (866) 730-3088
Phone: (800) 963-7739 (804) 273-1400


Authorized Representative

FL SURPLUS LINES AGENT NOTICE	
Surplus Lines Agent- Eric Shapiro License #- E158590 1408 N. Westshore Blvd, Suite 611 Tampa, FL 33607	
Producer Contact- <u>Dru Wilson</u> City- <u>101 Starcrest Drive</u> <u>Clearwater, FL 33765</u>	
File No. _____	Quarter _____
Premium: <u>38396.00</u>	Tax <u>1921.55</u>
Service Fee <u>38.43</u>	Policy Fee <u>35.00</u>
FL Hurricane Fee _____	EMPA _____
Agent Countersignature 	

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

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.

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 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 1st 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 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.

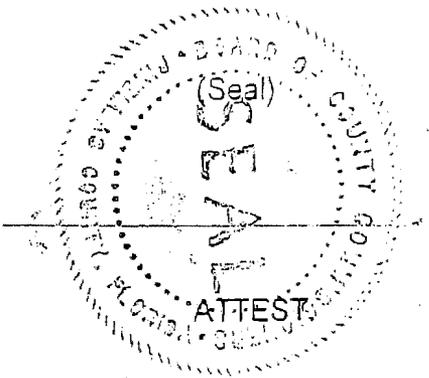
PINELLAS COUNTY, FLORIDA

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

Approved as to form:

Suzanne H. [Signature]
Assistant County Attorney
Pinellas County

Linda A. Reed
Deputy Clerk



PASCO COUNTY, FLORIDA

By: Ann Hildebrand
Ann Hildebrand, Chair,
Pasco County Board of
County Commissioners

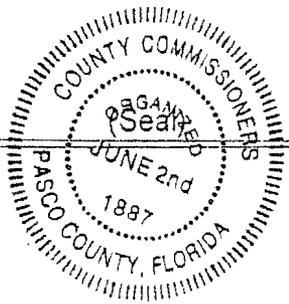
APPROVED
NOV 06 2002

Approved as to form and sufficiency

[Signature]
County Attorney
Pasco County

ATTEST:

Durda Dell
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 14th day of December A.D. 2002

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