

AGREEMENT FOR MEDICAL EXAMINER AND FORENSIC LABORATORY SERVICES

Legistar ID Number: 22-1274A

THIS AGREEMENT is made and entered into this 22nd day of September, 2022, 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, 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 the specialized training, experience and expertise to provide the necessary forensic laboratory and medical examiner services; and

WHEREAS, **DR. THOGMARTIN** was 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 laboratory services, under the name of the Pinellas County Forensic Laboratory, are now 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. **RECITALS.**

The above WHEREAS statements are incorporated into and made a part of this Agreement.

2. 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.

“ANAB” means the ANSI-ASQ National Accreditation Board.

“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” (Combined DNA Index System) 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 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 Chapter 406, Florida Statutes.

“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 Justice Coordination.

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

“MEDICAL EXAMINER 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 **MEDICAL EXAMINER** or Forensic Laboratory. 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 analyzed by the Pinellas County Forensic Laboratory.

“NAME” means the National Association of Medical Examiners.

“NON-MEDICAL EXAMINER LABORATORY SERVICES” means 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 and analyzed by the Pinellas County Forensic Laboratory.

“PINELLAS **COUNTY** FORENSIC LABORATORY” means the local crime laboratory defined by Florida Statute 943.32 as a member of the Statewide Criminal Analysis laboratory system which is managed by the **MEDICAL EXAMINER**.

“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.

3. 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 the **COUNTY**.

DR. THOGMARTIN further 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.

4. SCOPE OF SERVICES.

A. **DR. THOGMARTIN** shall perform or cause to be performed all necessary laboratory tests for the analysis of evidence seized by law enforcement agencies in the **COUNTY** pursuant to their authority under Florida law and within their accredited scope of services and shall conduct both Medical Examiner related and non-Medical Examiner related laboratory testing. **DR. THOGMARTIN** shall employ the necessary personnel to conduct said tests and said employment shall comply with all federal, state and local statutes and regulations. Any such 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 ANAB (formerly ASCLD/LAB International) and NAME Accreditation. Additionally, those employees shall be available to testify in all criminal and civil litigation stemming from their duties. Any necessary laboratory reports shall be prepared and distributed according to general law.

B. **DR. THOGMARTIN** shall advise the DEPARTMENT of any 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.

C. The COUNTY shall assume all responsibility and liability for the billing and collecting of CREMATION APPROVAL fees, if any. The COUNTY shall set the CREMATION APPROVAL fee amount. **DR. THOGMARTIN** shall provide timely public information related to CREMATION APPROVAL REPORTS sufficient for the COUNTY to bill for CREMATION APPROVALS. If the 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.

D. **DR. THOGMARTIN** is responsible for all duties and responsibilities outlined in the ACT. **DR. THOGMARTIN** agrees to ensure janitorial services to the facility including all labor and supplies.

5. TERM.

The term of this Agreement is for the fiscal year period from October 1, 2022, through and including September 30, 2027. Compensation will adjust annually as adopted by the Board of County Commissioners in the Pinellas County Medical Examiner's annual budget appropriation and in accordance with Section 5 below.

6. COMPENSATION.

A. The total annual amount for professional services in the first fiscal year under this Agreement shall not exceed a maximum amount of Seven Million Two Hundred Sixty-Four Thousand Five Hundred Three (\$7,264,503.00) Dollars. This amount will be paid to **DR. THOGMARTIN** at a rate of Two Hundred Seventy-Nine Thousand Four Hundred Three Dollars and 96/100 (\$279,403.96) Dollars bi-weekly for twenty-six (26) billing periods during the term of this Agreement. The parties reserve the right to adjust future fiscal year(s) compensation amounts in writing by mutual agreement of the PARTIES without the need to further amend this Agreement pursuant to the annual adopted Pinellas County Medical Examiner budget. In the event the annual compensation changes, payment and invoice amounts contained herein shall be adjusted accordingly.

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 Two Hundred Dollars (\$200) 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 Agreement. Should any PROFESSIONAL STAFF position remain vacant for more than 180 days, **DR. THOGMARTIN** shall explain the vacancy in writing to the DEPARTMENT.

7. 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**.

8. 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. 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 outside the District, if provided within the **COUNTY** facility, shall be reported to the **COUNTY** and fees for use of the **COUNTY** facility shall be Fifteen and 0/100 (\$15.00) per billable hour payable to the **COUNTY**.

C. 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.

D. 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**. For any services performed for any municipality or entity as a Request for Professional Services that pertain to the DNA Capacity Enhancement and Backlog Reduction Grants, **DR. THOGMARTIN** shall appropriately credit and document all fees to the project account in accordance with the requirements of the grant agreement between the **COUNTY** and National Institute of Justice (NIJ) in the award document.

E. **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.

F. **DR. THOGMARTIN** shall notify the DEPARTMENT when entering into a contract, in his individual capacity, to provide medical examiner services for other cities, counties, or municipalities.

9. REPORTS.

A. Budget.

In addition to the standard annual budget submission showing **COUNTY** operating expenses and capital outlays, **DR. THOGMARTIN** agrees to provide an annual (Fiscal Year 22-23) 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.

10. **GRANTS.**

The **COUNTY** formally designates the Forensic Laboratory Director as the designated point of contact and financial point of contact for Forensic Science related federal, state, and local grants for the purpose of submitting applications, generating progress reports and submitting payment requests on behalf of Pinellas County. All applications are subject to approval of the **DEPARTMENT** in accordance with **COUNTY** grant management policies and all reports shall be provided to the **DEPARTMENT**. The **DEPARTMENT** shall be responsible for ensuring all appropriate audits are conducted and maintained.

11. **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 Five Thousand (\$5,000.00) 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 **MEDICAL EXAMINER PROPERTY** from his budget line item, Professional Services. A separate listing of **MEDICAL EXAMINER PROPERTY** 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 **MEDICAL EXAMINER PROPERTY**.

B. The **COUNTY** shall meet *ISO/IEC 17025:2017 General Requirements for the Competence of Testing and Calibration Laboratories*, Section 5.4.7 Control of Data. The **COUNTY** will maintain and update as needed the memorandum of understanding with Pinellas Business Technology Services to continue to meet these requirements.

C. 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 under this Agreement is not being maintained in a manner consistent with comparable Medical Examiner facilities, **DR. THOGMARTIN** shall notify the **COUNTY**, through the DEPARTMENT. 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.

12. CODIS OPERATORS.

The **COUNTY** agrees to provide to **DR. THOGMARTIN**, two CODIS OPERATORS, qualified per standards set by **DR. 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 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 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. CODIS OPERATORS 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).

13. 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.

14. TRANSPORTATION AND STORAGE OF BODIES.

When a death occurs in Pinellas County and the costs of body transport is reflected in Section 6. COMPENSATION, the **COUNTY** agrees to assume any costs incurred in transporting and storing bodies examined by **DR. THOGMARTIN**.

15. AMENDMENT.

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

16. TERMINATION.

A. 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.

B. This Agreement is contingent upon **DR. THOGMARTIN** serving as the District Six Medical Examiner.

17. MINIMUM INSURANCE REQUIREMENTS.

A. **DR. THOGMARTIN** shall obtain professional liability insurance with limits specified in Schedule C, attached hereto and incorporated by reference, 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**.

C. **DR. THOGMARTIN** must provide verification of adequate liability insurance coverage and must hold this coverage at all times during the existence of this Agreement as specified in Schedule B.

18. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed by the parties that **DR. THOGMARTIN** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of **DR. THOGMARTIN** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of **DR. THOGMARTIN**.

19. PUBLIC RECORDS

A. **DR. THOGMARTIN** shall be responsible for maintaining all public records created by his office and responding to public records requests made to his office.

B. **DR. THOGMARTIN** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes, and Pinellas County public records policies. **DR. THOGMARTIN** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, and regulations including but not limited to Section 119.0701, Florida Statutes.

20. 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, disability, sexual orientation, or gender identity. **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.

21. 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**. 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.

22. **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**.

23. **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.

24. **DOCUMENTS COMPRISING AGREEMENT.**

This Contract for **MEDICAL EXAMINER** services shall consist of this Agreement and the following documents which are incorporated herein by reference:

Schedule A. List of Fees for Services for 2023 Fiscal Year

Schedule B. Insurance Requirements

25. **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.

26. GOVERNING LAW.

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

27. CONFORMITY TO THE LAW

DR. THOGMARTIN shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

28. E-VERIFY.

a. All employees of **DR. THOGMARTIN** must be screened via the E-verify system in accordance with Florida Statute 448.095. **DR. THOGMARTIN** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If **DR. THOGMARTIN** enters into a contract with a Subcontractor, the Subcontractor must provide **DR. THOGMARTIN** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

c. If the **COUNTY**, **DR. THOGMARTIN**, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.

d. If the **COUNTY** has a good faith belief that a Subcontractor knowingly violated this provision, but **DR. THOGMARTIN** otherwise complied with this provision, the **COUNTY** will notify **DR. THOGMARTIN** and order that **DR. THOGMARTIN** immediately terminate the contract with the Subcontractor.

e. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. **DR. THOGMARTIN** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by **DR. THOGMARTIN**,

DR. THOGMARTIN may not be awarded a public contract for at least one (1) year. **DR. THOGMARTIN** acknowledges that **DR. THOGMARTIN** is liable for any additional costs incurred by the **COUNTY** as a result of termination of any contract for a violation of this section.

f. **DR. THOGMARTIN** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. **DR. THOGMARTIN** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

29. **PRIOR AGREEMENT, WAIVER, AND SEVERABILITY.**

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

30. **AGREEMENT MANAGEMENT AND NOTICE.**

All notices and other communications referred to and required herein must either be given by US Postal Service mail or Email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via Email shall be the date of receipt, provided such receipt has been confirmed by the recipient. Each party must advise the other parties of any status change concerning this Notice section.

Pinellas County Human Services designates the following person(s) as the liaison for the
COUNTY:

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

AGENCY designates the following person(s) as the liaison:

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

SIGNATURE PAGE FOLLOWS

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 the Circuit Court

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: *Dee Lynn Lewis*
Deputy Clerk

By: *Charlie Justice*
Charlie Justice, Chairman

Date: September 22, 2022.

Date: September 22, 2022.



ATTEST:

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

By: *[Signature]*

By: *[Signature]*

Date: 8/12/22

Title: District Medical Examiner

Date: 8/12/22

APPROVED AS TO FORM

By: *Matthew Tolnay*
Office of the County Attorney

Schedule A

Fees Paid by Pasco County for the Medical Examiner's Services

10/01/22

Services

<u>Autopsies-Complete</u>	<u>\$800.00</u>
<u>Autopsies-Head</u>	<u>\$150.00</u>
<u>Cases Examined</u>	<u>\$250.00</u>
<u>Cremation Approval</u>	<u>\$30.00</u>
<u>Scene Response</u>	<u>\$175.00</u>

Laboratory Exams and Related Services

<u>DUI Drug Screen</u>	<u>\$325.00</u>
<u>Alcohol Level</u>	<u>\$100.00</u>
<u>Tox Drug Screen – Full</u>	<u>\$200.00</u>
<u>Tox Drug Screen - Partial</u>	<u>\$100.00</u>
<u>Tox Drug Quantitation</u>	<u>\$110.00</u>
<u>Carbon Monoxide</u>	<u>\$50.00</u>
<u>Inhalants Screen and Confirmation</u>	<u>\$100.00</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</u>	<u>\$400.00</u>
<u>DNA Decedent ID (tooth or bone)</u>	<u>\$500.00</u>
<u>DNA STR Forensic Analysis (per sample)</u>	<u>\$475.00</u>
<u>DNA YSTR Add-on (per sample)</u>	<u>\$75.00</u>

Transport Fees

<u>Body Transport</u>	<u>\$200.00</u>
<u>Out of County Body Transport</u>	<u>\$300.00</u>
<u>Body pouch</u>	<u>\$50.00</u>

Storage

<u>Body Storage</u>	<u>\$10.00</u>
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Schedule B

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The **DR. THOGMARTIN** shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. 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 of executed Agreement, the **DR. THOGMARTIN** 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 three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement 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 Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the **DR. THOGMARTIN** to the **COUNTY** at least thirty (30) days prior to the expiration date.

DR. THOGMARTIN 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 DR. THOGMARTIN from its insurer. Notice shall be given to: **Pinellas COUNTY Risk Management Department**, InsuranceCerts@pinellascounty.org; and nothing contained herein shall absolve DR. THOGMARTIN of this requirement to provide notice.

Should the **DR. THOGMARTIN**, 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 **DR. THOGMARTIN** 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.

The **COUNTY** reserves the right, but not the duty, to review and request a copy of the **DR. THOGMARTIN's** most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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 is signing the Agreement.
- (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 the **DR. THOGMARTIN**.

Schedule B

- (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 **DR. THOGMARTIN** is only using employees named on such list to perform work for the **COUNTY**. Should employees not named be utilized by **DR. THOGMARTIN**, the **COUNTY**, at its option may stop work without penalty to the **COUNTY** until proof of coverage or removal of the employee by the **DR. THOGMARTIN** occurs, or alternatively find the **DR. THOGMARTIN** 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 the **DR. THOGMARTIN**.
- (8) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:
 - (A) Workers' Compensation Insurance: Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

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

If Licensee/Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

Schedule B

- (B) Commercial General Liability Insurance including, but not limited to, Independent DR. THOGMARTIN, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury. No Sexual Abuse or Molestation Exclusions Allowed.

Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) 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 this 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.