

Medical Examiner

Department Director: Dr. Jon Thogmartin

OMB Budget Analyst: Toni Merrill

Department Purpose

The Medical Examiner safeguards the rights of each citizen who dies in Pinellas County by determining the cause and manner of death according to the responsibilities and obligations in Chapter 406, Florida Statutes. The Medical Examiner's Office provides both forensic medicine services (investigation of sudden, unexpected, or suspicious death) and forensic laboratory services (chemical and drug analyses) to Pinellas County on a contractual basis.

Budget Summary

The FY24 Budget for the Medical Examiner reflects an overall increase of \$401,190, or 5.1%, from the FY23 Revised Budget of \$7.9M.

Fund: 0001 - General Fund						
	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Estimate	FY24 Request
Personnel Services	\$236,730	\$240,890	\$144,346	\$242,450	\$238,420	\$256,340
Operating Expenses	\$6,290,761	\$6,454,579	\$6,941,304	\$7,556,440	\$7,556,440	\$7,978,790
Capital Outlay	\$192,441	\$190,330	\$0	\$69,480	\$76,480	\$34,430
Expenditures Total	\$6,719,931	\$6,885,799	\$7,085,649	\$7,868,370	\$7,871,340	\$8,269,560
FTE – General Fund	2.0	2.0	2.0	2.0	2.0	2.0

FY24 Budget Drivers and Topics for Discussion

- Personnel Services increases \$13,890, or 5.7%, to \$256,340. The Proposed FY24 Budget includes 3.0% Salary Adjustments on the Mid-Point for county employees.
- Operating Professional Services (ME contract) shows a net increase of \$526,290, or 7.2%. This increase is attributed to the rise in salary costs in addition the need to add 6 FTE positions. These positions are part of Professional Services because the employees of the Medical Examiner work directly for the ME (not the County or State). These increases are not part of County or State-wide standard inflationary increases.
- Machinery and Equipment reflect a decrease of \$435,050, or 60.9%, due to the removal of costs associated with equipment used for medical examination and analyzing DNA. This reduction is offset with the planned purchase of a body lift (\$12,000), multi-purpose copier (\$2,427), stretchers (\$8,000) with grant funds.
- Facility related costs not captured within the ME cost center total \$457,700, an increase of \$99,740 from the prior year (these costs are reflected in the Department of Administrative Services budget).

Medical Examiner

- **FY24 Decision Packages**
 - Currently there are no Decision Packages.
- **Vacancies & Staff Augmentation**
 - No Vacancies.

FY24 Operating Budget Analysis

General Fund

- The FY24 Budget for the Medical Examiner, which is fully funded by the General Fund, reflects an increase of \$401,190, or 5.1%, from the FY23 Revised Budget of \$7.9M. There are no changes to county staffing FTE in FY24.
- Operating expenses are increasing 5.0%, or \$394,330. The FY24 Operating Budget includes an increase of \$526,290 (7.2%) for the ME contract of which Dr. Thogmartin's personnel costs are expected to increase \$467,763 from FY23 to FY24 a 6.0% increase. The remainder of the increase is due to inflationary increases of supplies.

Summary of Proposed Changes to User Fees for FY24

- Laboratory Services FY 24 changes below and attached as Schedule A
- DNA Decedent ID - blood (per decedent) \$450.00 (FY23 \$400.00)
- DNA Decedent ID -tooth or bone (per decedent) \$550.00 (FY23 \$500.00)
- DNA STR Forensic Analysis (per item) \$525.00 (FY23 \$475.00)
- DNA YSTR Add-on (per item) \$400.00 (FY23 \$75.00)

FY23 Accomplishments

Medical Examiner

- Continued performing to the accreditation standards set by the National Association of Medical Examiners
- Recertification of accreditation by the National Association of Medical Examiners
- Identified a long-term unidentified body from 2016

Forensic Lab

- Received American Society of Crime Laboratory Director's Maximus award for the 2nd consecutive year. This award is presented to crime laboratories that operate at 90.0% or better peak efficiency.
- Re-accredited by ANAB to the International Standard for Testing Laboratories (ISO 17025)
- Returned average analytical turnaround times to pre-COVID numbers, with current averages at less than 30 days.

Medical Examiner

Budget Summary by Program and Fund

Medical Examiner

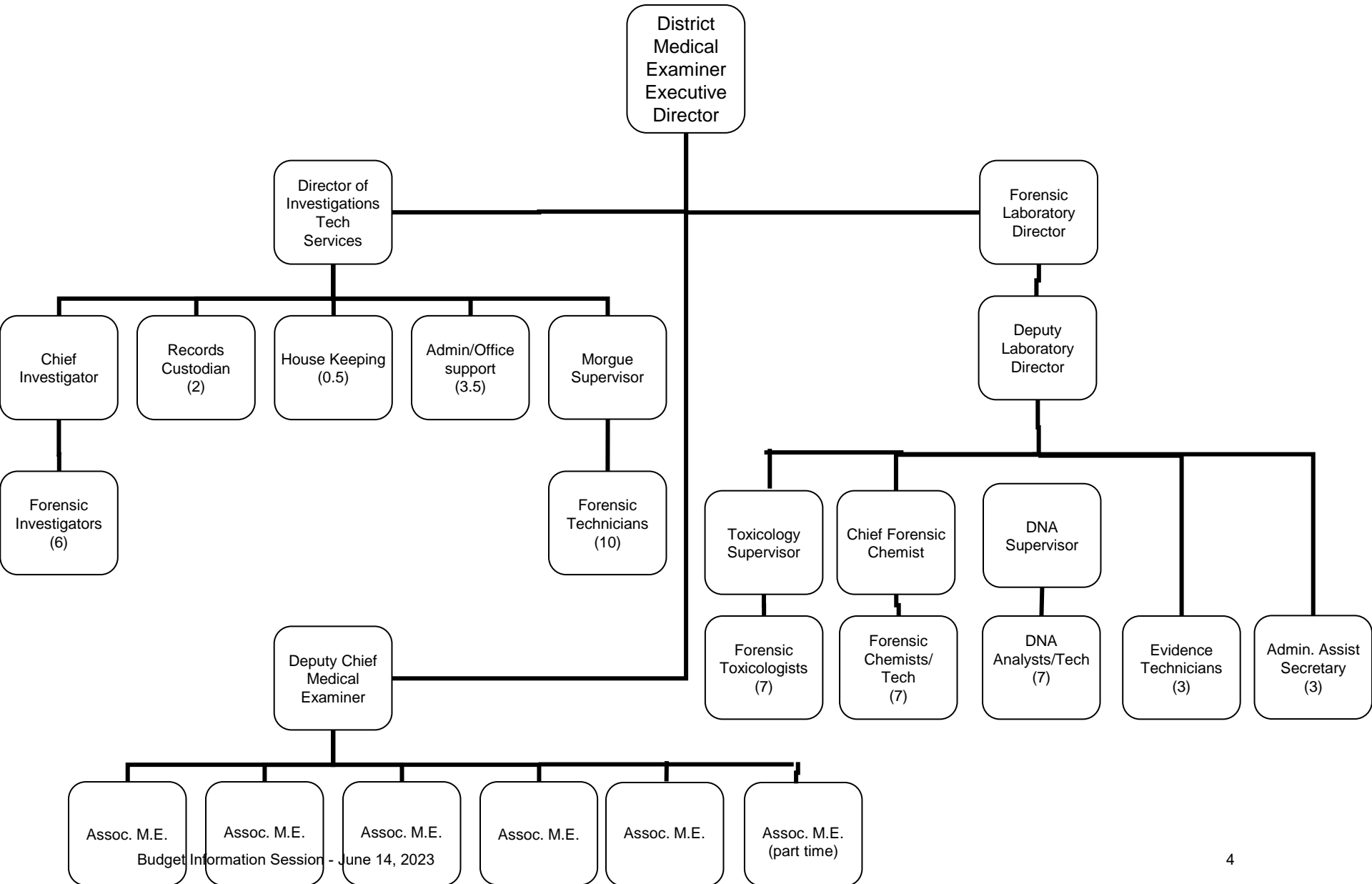
Determines the cause and manner of death according to the responsibilities and obligations in Florida Statutes 406. Performs toxicology on Medical Examiner cases, determines the concentration of alcohol and controlled substances in DUI cases, and determines the DNA profile of samples and chemical composition of items submitted by law enforcement. Additionally, two DNA Specialists are Pinellas County employees and are not included in the Medical Examiner's contract which allows the County to maintain accreditation and provides the lab with access to the National Combined DNA Index System (CODIS).

Fund	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY24 Budget
0001 - General Fund	\$6,719,931	\$6,885,799	\$7,085,649	\$7,868,370	\$8,269,560
Total	\$6,719,931	\$6,885,799	\$7,085,649	\$7,868,370	\$8,269,560

Attachments:

1. Organizational ChartPage 4
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3. User Fees Report.....Page 7
4. Pasco County Agreement.....Page 8

Forensic Science Center



Pinellas County
Standard Detail
Program: 6082-Medical Examiner-District Six
Version: County Admin Review

Attachment 2 -Budget Report

Expenditures

Account	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Estimate	FY24 Request	Budget to Budget Change	Budget to Budget % Change
5210001 - FICA Taxes	11,012	11,297	6,853	11,250	10,770	11,800	550	4.89%
5220001 - Retirement Contributions	37,116	37,581	24,459	41,200	41,250	50,710	9,510	23.08%
5230001 - Hlth,Life,Dntl,Std,Ltd	41,276	40,833	20,136	38,270	36,770	39,690	1,420	3.71%
5110001 - Executive Salaries	147,326	151,179	92,898	149,330	148,430	154,140	4,810	3.22%
5150001 - One Time COLA Wage Disbursement	0	0	0	2,400	1,200	0	(2,400)	-100.00%
5496551 - Intgv Sv-Risk Financing	52,800	48,450	32,430	38,870	38,870	37,620	(1,250)	-3.22%
5999999 - Invoices Pend Acct Distribution	0	0	0	0	0	0	0	0.00%
5520001 - Operating Supplies Exp	94,741	21,433	1,276	0	0	0	0	0.00%
5520004 - Oper. Supplies-Lab	4,960	0	84,923	159,230	159,230	109,970	(49,260)	-30.94%
5520016 - MIS Supplies	0	90,471	0	0	0	0	0	0.00%
5520099 - PC Purchases under \$1000	23,010	14,236	24,840	0	0	0	0	0.00%
5520091 - Equipment purchases under \$5,000	0	4,116	0	0	0	0	0	0.00%
5520098 - PC Purchases under \$5,000	0	0	0	33,910	33,910	24,230	(9,680)	-28.55%
5340001 - Other Contractual Svcs	6,000	0	1,276	43,600	43,600	0	(43,600)	-100.00%
5490001 - Othr Current Chgs&Obligat	0	0	233	0	0	0	0	0.00%
5310001 - Professional Services	6,109,250	6,256,350	6,778,360	7,280,680	7,280,680	7,806,970	526,290	7.23%
5460001 - Repair&Maintenance Svcs	0	19,523	17,965	150	150	0	(150)	-100.00%
5680100 - Software-Purchased	56,976	47,700	0	12,000	12,000	12,000	0	0.00%
5640001 - Machinery And Equipment	135,465	142,630	0	57,480	64,480	22,430	(35,050)	-60.98%

Expenditures

Account	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Budget	FY23 Estimate	FY24 Request	Budget to Budget Change	Budget to Budget % Change
5640099 - PC Purchases over \$1000	0	0	0	0	0	0	0	0.00%
Expenditures Total	6,719,931	6,885,799	7,085,649	7,868,370	7,871,340	8,269,560	401,190	5.10%
	(6,719,931)	(6,885,799)	(7,085,649)	(7,868,370)	(7,871,340)	(8,269,560)	(401,190)	-5.10%

Schedule A

Fees Paid by Pasco County and outside agencies for Medical Examiner and Forensic

Laboratory Services

10/01/23

Services

Autopsies-Complete (per case)	\$800.00
Autopsies-Head (per case)	\$150.00
Cases Examined (per case)	\$250.00
Cremation Approval (per approval)	\$30.00
Scene Response (per response)	\$175.00

Laboratory Exams and Related Services

DUI Drug Screen (per specimen type)	\$325.00
Alcohol Level (per specimen type/time)	\$100.00
Tox Drug Screen – Full (per specimen type)	\$200.00
Tox Drug Screen – Partial (per specimen type)	\$100.00
Tox Drug Quantitation (per drug)	\$110.00
Carbon Monoxide (per case)	\$50.00
Inhalants Screen and Confirmation (per specimen type)	\$100.00
X-RAY -General (per image)	\$50.00
X-RAY -Dental (per image)	\$20.00
Fire Debris Analysis (per item)	\$150.00
Seized Drug Analysis (per item)	\$150.00
DNA Decedent ID - blood (per decedent)	\$450.00
DNA Decedent ID -tooth or bone (per decedent)	\$550.00
DNA STR Forensic Analysis (per item)	\$525.00
DNA YSTR Add-on (per item)	\$400.00

Transport Fees

Body Transport (per decedent)	\$200.00
Out of County Body Transport (per decedent)	\$300.00
Body pouch (per decedent)	\$50.00

Storage

Body Storage (per decedent/per day)	\$10.00
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PINELLAS COUNTY HUMAN SERVICES
INTERLOCAL AGREEMENT FOR
PASCO COUNTY MEDICAL EXAMINER FACILITY UTILIZATION

Pinellas Legistar ID Number: 22-0786D

THIS INTERLOCAL AGREEMENT (Agreement) is effective upon the date last entered below, 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 utilize 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, **PINELLAS COUNTY** and **PASCO COUNTY** are both served by the District Six Medical Examiner and both maintain respective professional service agreements for required Medical Examiner functions; and

WHEREAS, **PINELLAS COUNTY** desires to continue to assist **PASCO** with its Medical Examiner facility needs through the use of the facility at 10900 Ulmerton Road, Largo, Florida 33778; and

WHEREAS, **PINELLAS COUNTY** continues to fund the daily operational costs and pays for enhancements and upgrades for the facility; and

WHEREAS, **PASCO COUNTY** desires to utilize the Medical Examiner's Facility and will compensate **PINELLAS COUNTY** for the use of the facility to aid in covering their proportional

cost of facility operations, facility enhancements and upgrades, and administration; and

WHEREAS, this collaboration provides for an efficient and effective utilization of shared space in the current absence of a **PASCO COUNTY** facility;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Recitals

The above “WHEREAS” clauses are incorporated into and are made a part of this Agreement.

2. Scope of Services.

PINELLAS COUNTY will allow the facility located at 10900 Ulmerton Road, Largo, Florida 33778 to be used for approved Medical Examiner services rendered by the District Six Medical Examiner on behalf of **PASCO COUNTY**. Utilization of the facility is subject to continued availability of sufficient facility space and continued approval from the District Six Medical Examiner.

3. Term of Agreement.

a. The term of this Agreement commences upon execution of this Agreement by both Parties and shall expire on September 30, 2025.

b. Parties reserve the right to renew this agreement for up to two (2) additional two (2)-year terms, which shall be mutually agreed upon in writing by the Parties.

4. Compensation.

a. **PASCO COUNTY** agrees to pay **PINELLAS COUNTY** for use of the facility in accordance with the provisions contained herein and the attached billing model structure (See Attachment A: Billing Model Example), calculated annually, for the services described in Section 2 of this Agreement.

b. The billing model consists of proportional operational costs, costs associated with new facility enhancements and upgrades, and an administrative fee for facilitation of this Agreement, invoicing, and payment processing. The proportional operational costs, costs associated with new facility enhancements and upgrades, and administrative fee will be combined for a lump sum payment which will be invoiced at the start of each fiscal year to cover the current year costs. An invoice will be submitted to **PASCO COUNTY** in October of each new fiscal year including location for remittance and a billing contact. Payment will be remitted within forty-five (45) days of the invoice date. The annual payment which consists of the proportional operational costs, costs associated with new facility enhancements and upgrades, and an administrative fee will be calculated in the following manner:

- i. **Proportional Operating Costs**: Proportional operating costs will be derived from the most recent, completed fiscal year, starting with Fiscal Year 2021, inclusive of the Medical Examiner's direct operating budget and full cost allocations supporting Medical Examiner operations, regular maintenance, utilities, technology support and risk associated with the facility, less the cost for Medical Examiner Professional Services. These costs will be adjusted based on the portion of the facility leveraged for Medical Examiner operations which currently stands at 63%, but is subject to change as operations change. These costs will further be adjusted to reflect the proportional use of the facility for **PASCO COUNTY** autopsy, calculated as a three-year average of the most recently completed Medical Examiner calendar years starting with Calendar Years 2019, 2020, and 2021 for the initial proportional operational cost.
- ii. **Proportional Facility Enhancement and Upgrade Costs**: Proportional Facility Enhancement and Upgrade Costs will be calculated as a total project

Pinellas County Human Services Funding Agreement

cost amortized over a **PINELLAS COUNTY** defined projected life to determine the annualized cost burden. These costs will be adjusted based on the portion of the facility leveraged for Medical Examiner operations which currently stands at 63%, but is subject to change as operations change. These costs will further be adjusted to reflect the proportional use of the facility for **PASCO COUNTY** autopsy, calculated as a three-year average of the most recently completed Medical Examiner Calendar years starting with Calendar Years 2019, 2020, and 2021 for the initial proportional facility enhancement and upgrade cost.

- iii. **Administrative Fee**: An Administrative Fee of \$2,700 will be included in the annual lump sum payment. The administrative fee was calculated based on up to 3 hours per month of administrative support required to manage this agreement.
- iv. An annual projection will be provided to **PASCO COUNTY** in August of each year, but pending final budget adoption by **PINELLAS COUNTY**. Final rate calculations will be provided with the annual invoice of the new fiscal year. **PINELLAS COUNTY** will make every effort to advise on facility enhancements and upgrades as planning allows, but unanticipated projects may arise. These projects will be included in the calculations for the following fiscal year along with a prorated amount for the year in which the cost was incurred.
- v. **PINELLAS COUNTY** reserves the right to opt for payment on per autopsy basis in future contract year by providing written ninety (90) day notice to **PASCO COUNTY** on or before July 1st of the immediately preceding fiscal year. In the event of per autopsy payment, the combined lump sum including

the proportional operational costs, costs associated with new facility enhancements and upgrades, and an administrative fee will be divided by the most recently completed calendar year autopsy workload for Pasco to set the rate. If billed on a per autopsy basis, quarterly invoices will be forwarded to **PASCO COUNTY** by **PINELLAS COUNTY** showing the number of autopsies performed, the rate, and the amount due for the month. A location for remittance and billing contact will also be included on the invoice. Payments will be remitted within forty-five (45) days of the invoice date.

5. Emergency, Disaster, or Critical Event Response.

PASCO COUNTY agrees to maintain a Continuity of Operations Plan for Medical Examiner Operations in the event a local emergency, disaster, or critical event renders the facility at 10900 Ulmerton Road, Largo, Florida 33778 inoperable or unusable.

6. Amendment/Modification.

This agreement may be amended only by written consent of both **PINELLAS COUNTY** and **PASCO COUNTY**.

7. Termination.

a. **PINELLAS COUNTY** reserves the right to cancel this Agreement without cause by giving ninety (90) days prior notice to **PASCO COUNTY** in writing of the intention to cancel. In the event of non-payment, a notice will be generated for corrective action and **PINELLAS COUNTY** reserves the right to cancel this Agreement by giving thirty (30) days prior notice.

b. In the event **PASCO COUNTY** acquires alternate facility space for Medical Examiner operations, **PASCO COUNTY** reserves the right to cancel this agreement without cause by providing ninety (90) days prior notice of intent to cancel.

8. Indemnification.

As PINELLAS COUNTY and PASCO COUNTY are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

9. Governing Law.

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

10. Conformity to the Law.

Both PINELLAS COUNTY and PASCO COUNTY shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

11. 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.

12. 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

PINELLAS COUNTY:

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

PASCO COUNTY designates the following person(s) as the liaison:

Robert Goehrig, Director
Office of Management and Budget
Pasco County
7536 State Street
New Port Richey, FL 34654

SIGNATURE PAGE FOLLOWS

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

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By 
Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Barry A. Burton

Date: 3/14/, 2023

PASCO COUNTY, FLORIDA, by and through its County Administrator

By: 
Michael J. Carballa, P.E.

County Administrator

Date: 2/17, 2023

Attachment A: Billing Model Example

Chart 1

Calculation for FY23, based on FY21 Variables	Calculation for Per Autopsy Burden on ME Facility	Description
<ul style="list-style-type: none"> Operating Budget of ME in previous FY21 Less previous risk allocation (from FY19) Less: Professional Svcs for ME for FY21 	6,775,940.00 (\$48,450) (6,256,350.00)	Pinellas County's FY 21 Medical Examiner Budget actual Less risk allocation from FY19 allocation plan (see below for FY21 allocation) Plus FY21 Professional Services portion of the Medical Examiner's FY21 budget Plus FY21 Cost allocation plan (as prepared for FY23) (was \$665,318 in FY20 with \$584,966 from SE Section O&M). (FY21 allocation prepared for FY23 includes facility allocation as part of Public Safety Campus)
<ul style="list-style-type: none"> Full Cost Allocation Plan inclusive of Facilities for Medical Examiner (FY21 allocation for FY23) Risk Cost Allocation for Medical Examiner (FY21 allocation for FY23) BTS Cost Allocation for ME office (FY21 allocation for FY23) 	\$ 357,957.00 \$93,999 \$164,688 \$ 1,027,724.00	Plus FY21 Risk cost allocation as prepared for the FY23 budget Plus FY21 BTS cost allocation as prepared for the FY23 budget Percentage of the facility dedicated to Medical Examiner Operations is 63% (Forensic Lab is 37%) Total Annual operating costs calculated at 63% based on above facility allocation for Medical Examiner Operations
<ul style="list-style-type: none"> Total Burden of Autopsy Services on the Facility based on 63% 	\$ 647,466.12	3 Previous CY autopsy workload with average and percentage to be calculated Annually rounded up to the nearest percentage. (Total 3 year 2019[514], 2020[596], 2021[676] autopsies were 5,936, pasco accounted for 1,786 for 36%) Total Calculated Cost Burden for Pasco based on initial 63% of facility used by Medical Examiner operations and 36% of autopsies belonging to Pasco.
<ul style="list-style-type: none"> Total 3-year average percentage for pasco autopsies Pasco County's share of autopsy burden on facility operation based on 36% of autopsies Pasco County's annual share of facility enhancements based on 36% of autopsies Pasco County's annual Administrative Effort Cost 	36% \$235,087.80 \$1,782.36 \$2,700	From Chart 2: Total annualize cost burden for enhancements over projected life of enhancement, 63% facility use for Med Exam, and Pasco utilization (currently 36%) Fee based on 3 hours per month for Contract, billing, and model admin total Lump sum payment in lieu of per autopsy billing includes above facility operating (Operating, Enhancements, Admin)
<ul style="list-style-type: none"> Lump Sum Payment (Operating, Enhancements, Admin) 	\$237,570.16	Lump sum payment in lieu of per autopsy billing includes above facility operating (C13), facility enhancements (C14), and administrative fee (C15)
<ul style="list-style-type: none"> Per Autopsy Facility Operating Rate 	\$344.80	Per autopsy cost for facility ops divided by previous CY autopsies (CY2021 - 676).
<ul style="list-style-type: none"> Per Autopsy Facility Enhancements Annualized 	\$2.64	Per autopsy cost facility enhancements total divided by previous CY autopsies (CY2021 - 676)
<ul style="list-style-type: none"> Per Autopsy Annual Administrative Effort 	\$4.03	Per autopsy administrative cost. Fee based on 3 hours per month for Contract, billing, and model admin total.
Final Per Autopsy Rate (Operating, Enhancements, Admin)	\$ 951.44	Total Annual Per Autopsy Cost

Budget Information Session - June 14, 2023

Chart 2

FY Expenditures for Enhancements and upgrades	Capital Improvements and Additional Facility Enhancement Costs outside of typical annual budgeted activities	Cost	Projected Life of Enhancement (ie: 10 years, 15 years, 20 years)	Annual Burdened cost over projected life
FY2023	Hydrogen Generators (due to helium shortages)	\$82,881.00	15	5,525.40
FY2023	Evidence Freezer Replacement and Maintenance	\$35,000.00	15	2,333.33
FY2025		\$0.00	0	
TOTAL				\$7,858.73
Pasco County's Burdened Annual Share Capital				At 63% per line c11 At 56% per line c13
				\$4,951.00 \$1,782.36

Anticipated Enhancements	Projected Cost	Timing/Notes
helium shortages, new hydrogen generators Evidence Freezer Replacement and Maintenance	\$82,881 \$95,000	FY23 FY23
Atlas Copco - New air dryers(\$9688.60)	\$9,688.60	TBD
Full Mechanical Upgrades	\$1,000,000	TBD 2022-2024
Replacement of Morgue Autopsy Vestibule Doors	\$90,000	TBD
Parking Lot expansion (\$96,000 construction,	\$196,000	TBD

Please note: For each fiscal year, the autopsy rate to be calculated annually in alignment with the above model. Numbers in the above model are for demonstration purposes and subject to final budget adoption each year.