

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20060881**

**1. ACTION REQUESTED/PURPOSE:** Approve the First Amendment to the Contract Between Lee County and the District 21 Lee County Medical Examiner's Office.

**2. WHAT ACTION ACCOMPLISHES:** Provides a time extension from thirty (30) to sixty (60) days for the return of any excess salary to the Budget Director.

**3. MANAGEMENT RECOMMENDATION:** Approve Amendment to Existing Contract.

<b>4. Departmental Category:</b> <span style="font-size: 2em; font-weight: bold; margin-left: 100px;">AIA</span>		<b>5. Meeting Date:</b> <span style="font-size: 1.2em; font-weight: bold; margin-left: 20px;">August 1, 2006</span>	
<b>6. Agenda:</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> <b>Administrative</b> <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other		<b>8. Request Initiated:</b> Commissioner _____
			Department <span style="float: right;">County Administration</span>
			Division _____
			By: _____
			Pete Winton Assistant County Manager

**9. Background:**

The Contract Between Lee County and the District 21 Medical Examiner was approved by the Board of County Commissioners on June 15, 2004. The Contract states that the District 21 Medical Examiner has thirty (30) days to reconcile the books before left-over monies are due at the County. The District 21 Medical Examiner contacted staff to increase the time frame to sixty (60) days. Staff agreed that the additional thirty (30) days would be allowed and that the Contract would be amended.

ATTACHMENT: (3) First Amendment to the Contract Between Lee County and the District 21 Medical Examiner

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>HS for PW 7/20/06</i>

**11. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY  
COUNTY ADMIN: *CK*

7-20-06 1:35 *mp.*

COUNTY ADMIN  
FORWARDED TO: *[Signature]*

*[Signature]*

**FIRST AMENDMENT TO THE  
CONTRACT BETWEEN  
LEE COUNTY AND THE DISTRICT 21 MEDICAL EXAMINER**

**THIS AMENDMENT** to the Contract between Lee County and the District 21 Medical Examiner dated June 15, 2004, is made and entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County", and **REBECCA HAMILTON, M.D.**, referred to as "Medical Examiner"; collectively, the "Parties", hereto.

**RECITALS**

**WHEREAS**, the County and the Medical Examiner entered into a Contract regarding the various obligations, duties and requirements of the Parties for compensation, reasonable salary and fees; and

**WHEREAS**, the Parties now wish to amend the Contract dated June 15, 2004, attached hereto as Exhibit "A", to provide a time extension for the return of any excess salary to the Budget Director.

**NOW THEREFORE**, the Parties agree to the following terms and conditions hereinafter set forth, the Medical Examiner and the County, intending to be legally bound, hereby agree as follows:

1. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

2. SECTION V.C.2. **Disbursement of Compensation and Salary** of the Contract is hereby amended as follows, with underlined language being the amendment to previously adopted text and deleted language being shown by strike-through type.

Any excess salary or related compensation from Associate Medical Examiner/Support Staff-related expenses (Exhibit "A"), will be returned to the County, to the attention of the Budget Director within ~~thirty (30)~~ sixty (60) days after the fiscal year ends.

3. All of the remaining terms in the Contract dated June 15, 2004, attached hereto, remain the same.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first written above.

**ATTEST: CHARLIE GREEN  
CLERK OF COURTS**

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

(SEAL)

**MEDICAL EXAMINER**

Liz Manzo  
[1<sup>st</sup> Witness' Signature]

BY: Rebecca A. Hamilton, M.D.  
Rebecca A. Hamilton, M.D.

LIZ MANZO  
[Type or Print Name]

District 21 Medical Examiner

Pamela M. Dragich  
[2<sup>nd</sup> Witness' Signature]

\_\_\_\_\_  
[Title]

PAMELA M. DRAGICH  
[Type or Print Name]

7/20/06  
[Date]

## EXHIBIT "A"

### CONTRACT BETWEEN LEE COUNTY AND THE DISTRICT 21 MEDICAL EXAMINER

THIS CONTRACT is made and entered into this 15th day of June, 2004, by and between **REBECCA HAMILTON, M.D.**, referred to as "Medical Examiner", and **LEE COUNTY**, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, "County"; collectively, the "Parties" hereto.

#### RECITALS

WHEREAS, REBECCA HAMILTON, M.D., was appointed by the Governor to serve as the District 21 Medical Examiner pursuant to Chapter 406, Florida Statutes, and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, the Medical Examiner and Associate Medical Examiners are public officers for purposes of Section 112.313, Florida Statutes, and the standards of conduct prescribed thereunder; and,

WHEREAS, the Medical Examiner and Associate Medical Examiners are entitled to compensation and such reasonable salary and fees as are established by the Board of County Commissioners; and,

WHEREAS, the Parties now wish to reduce to writing the various obligations, duties and requirements of the Parties.

NOW THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the Medical Examiner and the County, intending to be legally bound, hereby agree as follows:

**SECTION I**            **PURPOSE**

It is the purpose and intent of this Contract to define the terms and conditions under which the County will provide compensation (including benefits) and such reasonable salary and fees for the Medical Examiner, Associate Medical Examiners and support staff, and for the Medical Examiner's utilization of the County's autopsy and laboratory facilities.

All terms and conditions of this Contract shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

**SECTION II**            **SCOPE OF SERVICES**

The Medical Examiner will be responsible for the provision and performance of services in accordance with Chapter 406, Florida Statutes, as it may be amended or renumbered from time to time, and the standards promulgated by the Florida Medical Examiner's Commission, for the Medical Examiner's District which includes Hendry, Glades and Lee Counties.

**SECTION III**            **DEFINITIONS**

- A.    "Revenues" shall refer to those revenues relating to the carrying out of the duties of the Medical Examiner's Office which includes, but is not limited to, cremation fees, expert witness fees, all charges to Hendry and Glades Counties, including autopsies, narratives, toxicology fees, transportation and photography.
- B.    "Operating Budget" shall refer to the annual budget of operating expenses and capital expenses required to operate the Medical Examiner facility.

**SECTION IV**            **OBLIGATIONS**

A.    **INDEPENDENT CONTRACTOR**

The Parties agree that the Medical Examiner is and shall remain an independent contractor to the County and nothing contained herein shall be construed to be inconsistent with that relationship or status. This Contract shall not be interpreted nor construed to constitute the Medical Examiner, or any of her agents or employees, as employees of the County.

B.    **LICENSES**

The Medical Examiner agrees to maintain throughout the term(s) of this Contract, all such licenses, authorizations and permits as are required to do business in the State of Florida and in Lee County, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing all services provided and performed by the Medical Examiner for the County.

C.    **QUALIFIED PERSONNEL**

1.    The Medical Examiner may appoint as many qualified physicians as Associate Medical Examiners as may be necessary to provide service at all times and all places within the District as determined by, and based on, the Medical Examiner's professional judgment and expertise. The Medical Examiner will hire, discipline, dismiss and have complete supervision and control over her own agents, employees and subcontractors. Associate Medical Examiners will not be in privity of contract with the County.

2. The Medical Examiner agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only fully qualified personnel to be responsible for all Basic Services and Additional Services to be provided pursuant to this Contract.

D. STANDARDS OF PROFESSIONAL SERVICE

The Medical Examiner will provide and perform all services pursuant to this Contract in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed.

E. CONFLICTS OF INTEREST

The Medical Examiner shall file an affidavit with the Supervisor of Elections of the County, assuring that all Associate Medical Examiners have no conflicting financial interests or clients represented before agencies pursuant to Section 112.3145, Florida Statutes.

F. EXAMINATIONS, INVESTIGATIONS AND AUTOPSIES

The Medical Examiner will provide to the Budget Director each month, a report which shall include at a minimum, the following information; per county and per physician:

1. Number of all investigations and narrative reports for non-autopsy



Medical Examiner cases.

2. Number of all autopsies performed.
3. Court cases and medical/legal conferences, number and hours spent.
4. Number of authorizations for all cremations and burials at sea and anatomical dissections.
5. Number of hours of scene investigations.

The activity report should be submitted to the County Budget Director by the 10<sup>th</sup> business day of the month following the month of the described activities.

## **SECTION V                    COMPENSATION AND ANNUAL BUDGET REQUEST**

### **A.    COMPENSATION, SALARY AND FEES**

The County will compensate the Medical Examiner, Associate Medical Examiners and support staff, which shall include all salaries and related personnel compensation expenses (and excludes operating and capital expenses), for those services which relate to the District 21 Medical Examiner's function only. Said compensation, benefits, salary and fees, as set forth in Exhibit "A", shall be updated yearly during the budget cycle, be subject to Board approval, and become effective October 1.. The Medical Examiner will place these funds in an account in a reputable financial institution acceptable to the County.

### **B.    CREMATION AUTHORIZATION**

The Parties agree that should Lee County adopt an Ordinance or other procedure or mechanism enabling the Medical Examiner to charge for cremation

authorizations, the Medical Examiner's base salary (as provided in Exhibit "A") shall be reduced by \$25,000.00 (or the equivalent prorated amount if implemented at some point during a contract year). The Medical Examiner shall thereafter be entitled to receive 30% of all gross cremation authorization receipts as a part of her base salary, provided the cremation authorization fee set by the County is at least \$25.00 per authorization.

C. METHOD OF PAYMENT

1. **Budget.** The Medical Examiner shall submit an annual budget request to the County Budget Director consisting of an operating/capital (not salary/compensation-related) budget request, and one for salaries and fees request, to be submitted by June 8, 2004, for the budget year 2004/05 and by April 1, 2005, for the budget year 2005/06, and thereafter in accordance with procedures established by the County Budget Director. The operating portion of the budget may include an amount relating to Accountant/CPA and Attorney's Fees.

The Medical Examiner will submit a monthly payroll report in an acceptable format to the Budget Director.

The Accountant and Attorney amounts should reflect reasonable and customary fees for an Accountant/CPA and Attorney services relevant to the Medical Examiner function. The Medical Examiner must have a written agreement with the Accountant and Attorney reflecting services to be provided prior to the County considering any budget request for such services. A copy of said agreements, including any renewals and amendments, must be submitted to

the County Budget Director at the time of the annual budget development. All capital equipment budget requests (over a \$750.00 unit value) must be provided in list form as part of the capital portion of the budget request, and include estimated costs and justification of each request.

2. **Disbursement of Compensation and Salary.** The County agrees to advance to the Medical Examiner on the first day of each month a sum equivalent to one-twelfth (1/12) of the compensation, and salary as established herein. Distribution of Cremation Fees proceeds will be paid to the Medical Examiner on a monthly basis by the County.

Any excess salary or related compensation from Associate Medical Examiner/Support Staff-related expenses (Exhibit "A"), will be returned to the County, to the attention of the Budget Director within thirty (30) days after the fiscal year ends.

3. **Additional Compensation.** In the event that all methods for finding permanent or temporary help in the form of Associate Medical Examiners have been exhausted, and subject to the approval of the County, the Medical Examiner will receive additional compensation based upon the then-prevailing locums rate, and commensurate with the volume of the additional work assumed by the Medical Examiner, until such time that assistance can be obtained.

## **SECTION VI**      **ADDITIONAL FISCAL RESPONSIBILITIES**

### A. **REVENUES**

All revenues arising from the functions of the Medical Examiner's office

are considered County revenues and will be deposited into the County's accounts as identified by the Budget Director. The Medical Examiner is responsible for providing revenue budget estimates as part of the annual budget preparation cycle.

The County shall be responsible for the billing for, and collection of, all services performed by the Medical Examiner's office, with the exception of cremation fees. The Medical Examiner agrees to provide the County with all information needed by the County for billing and collection purposes, including the information included in Section IV, F. above. The Medical Examiner shall be responsible for the billing of Cremation Fees, payable to Lee County Board of County Commissioners, reflecting a remittance address of Lee County Budget Director, Post Office Box 398, Fort Myers, Florida 33902. The Medical Examiner agrees to provide the Budget Director with a duplicate copy of each cremation fee invoice.

**B. EXPENSES/CAPITAL EXPENDITURES**

All operating expenses/capital expenditures will be processed by the Medical Examiner's office (unless otherwise stated within this Contract or directed by the County Budget Director) utilizing the County's budget/financial system. The Medical Examiner will follow the County's expenditure policies and procedures, with the exception of expenses associated with medical and/or scientific vendors, such as vendors who provide toxicological analyses; DNA analyses; microbiological services; immunopathological studies; post-mortem metabolic screening; histology; and special chemistry studies.

All invoices relating to the Accountant/CPA or Attorney services rendered for the Office of the District 21 Medical Examiner's function must be submitted to the County Budget Director for approval prior to County processing for payment. Such invoices should provide sufficient and specific descriptions detailing the services rendered.

All capital equipment budgeted by the County and needed for use by the Medical Examiner shall be purchased by, and be inventoried through the County, as County property. The procurement of said equipment shall be approved in accordance with the Lee County Purchasing Manual upon submission of a requisition by the Medical Examiner to the Lee County Purchasing Department. These capital equipment purchases will be congruent with the capital equipment list approved by the Board of County Commissioners at the annual, public budget hearing. Any deviation(s) will require approval by the County Budget Director before proceeding with a requisition to the Purchasing Department. The Medical Examiner agrees to take reasonable care of, and to maintain and repair any equipment provided by the County.

The Medical Examiner shall inventory the equipment at the facility and provide the County with an update of the County assets within four (4) months after execution of this Contract. Thereafter, the Medical Examiner shall inventory the County assets on a reasonably periodic basis as requested by the County Clerk's Office or the County Budget Director.

Upon termination of this Agreement, all fixtures, property and equipment acquired through the County will remain the property of the County.

**SECTION VII**      **PRIVATE PRACTICE**

The Medical Examiner may engage in the private practice of medicine pursuant to Section 406.04(4), Florida Statutes, as it may be amended from time to time, insofar as such practice does not interfere in any way with those official duties performed as the Medical Examiner for the District.

Appearances as an expert witness in criminal cases, for hearings, trials or depositions in connection with work performed as the Medical Examiner shall be made without charge to the Counties, State Attorney's Office or any other prosecuting agency within District 21 or the Public Defender's Office or an attorney appointed by the Public Defender's Office or the Twentieth Judicial Circuit to serve in that capacity within District 21. For civil cases related to criminal cases or in which the County is a party, the witness fee for the expert testimony of the Medical Examiner will be determined pursuant to the County's witness fee schedule. For civil cases in which the County is not a party, the Medical Examiner may negotiate expert witness fees for depositions, court appearances, expert testimony, or consultations, as deemed appropriate. The Medical Examiner will be responsible for billing and collecting any fees related to civil cases.

Any other work including, but not limited to, consulting work and professional expert testimony that is not performed by the Medical Examiner pursuant to the provisions of this Contract, shall be at the discretion of the Medical Examiner pursuant to Section 406.09, Florida Statutes, as it may be amended from time to time, and the Medical Examiner may receive compensation from third parties for such work. However, for any consultation/expert testimony

not related to the District 21 Medical Examiner's function, the Medical Examiner shall remit to the County a Facility Use Fee as set forth in Exhibit "B", which is subject to amendment by the Board of County Commissioners on a yearly basis, for the Medical Examiner's non-public use of the County facilities. For such non-public use of the County's facility, the Medical Examiner shall indemnify and hold the County harmless from all such activities. All Facility Use Fees consequent to the Medical Examiner's private use of the facility shall be remitted to the County from the Medical Examiner's private account within thirty (30) consecutive days of such use. These fees shall be remitted for the provision of Medical Examiner services to any party, excluding Hendry, Glades and Lee Counties, for private autopsy services, rendered in the Medical Examiner's private practice of medicine while utilizing the County's facilities.

In the event the Medical Examiner engages in the private practice of medicine, all costs and expenses related to the maintenance of such private practice will be financially supported solely by those revenues. No County funds will be used to support any private practice of the Medical Examiner.

All funds received by the Medical Examiner for private practice shall be deposited into a single bank account separate and apart from the account established for the performance of public duties, and the records of same will be made available to the County on a reasonable basis to insure compliance with and payments for the Medical Examiner's private use of the public facilities.

At the discretion of the Medical Examiner, and for as long as there is no interference in the performance of the Medical Examiner functions, the Medical Examiner may authorize those third parties with existing "Facility Contracts" with the County to use the Medical Examiner's

facility for private autopsy services. In such circumstances, the Medical Examiner shall notify the County Budget Director in a timely manner of the proposed usage, including the date, time, requestor's name, address, phone number and other pertinent information. The County will be responsible for billing to, and collecting from, the requestor for each such usage of the facility, and all such payments will be retained by the County pursuant to the Facility Contracts.

**SECTION VIII**      **ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

Currently, the County recognizes and agrees that while this Contract is with Rebecca Hamilton, M.D., Dr. Hamilton will operate the Medical Examiner's Office through her Professional Association, Rebecca Hamilton, M.D., P.A.. However, if the Parties to this Contract obtain an opinion from the State which permits contracting with the Professional Association, then the Parties agree to amend the Contract, or execute a new Contract, substituting the Professional Association as the contracting party. The Medical Examiner shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the disestablishment of the Medical Examiner's professional practice and the establishment of the successor Medical Examiner.

**SECTION IX**      **APPLICABLE LAW**

The laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States, shall govern this Contract when providing services funded by the United States government.

**SECTION X**      **NON-DISCRIMINATION**

The Medical Examiner shall comply with Titles VI and VII of the Civil Rights Act of 1964 Executive Order Number 11246 entitled, "Equal Employment Opportunity"; as



supplemented by regulations of the United States Department of Labor (41 C.F.R. Part 60); the Florida Civil Rights Act; and any and all other applicable federal and state anti-discrimination laws.

**SECTION XI**        **RECORDS**

A.     **DISTRICT 21 PUBLIC RECORDS**

All records of the Medical Examiner are subject to the provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, except for client records protected by Section 406.135, Florida Statutes, as it may be amended or re-numbered from time to time, and any other applicable exemptions.

B.     **OWNERSHIP AND TRANSFER OF DOCUMENTS**

1.     All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the Medical Examiner under this Contract shall be the property of the Medical Examiner until the Medical Examiner has been paid for performing the services and work required to produce such documents.
2.     Upon completion or termination of this Contract, all of the above documents shall be delivered to the appropriate Counties or to any subsequent Medical Examiner within thirty (30) calendar days from either the expiration or termination of the Contract.
3.     The Medical Examiner, at its sole expense, may make and retain copies of all documents delivered to the County for reference and internal use.

C. MAINTENANCE OF RECORDS

The Medical Examiner will keep and maintain sufficient records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Contract. Said records and documentation will be retained by the Medical Examiner at the Medical Examiner facility for a minimum of five (5) years from the date of expiration or termination of this Contract, or for such other period as required by law.

D. RECORDS RETENTION

The Medical Examiner shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, administrative rules and regulations, including the retention schedule for Medical Examiner records promulgated by the Secretary of State, Bureau of Archives and Records Management. Upon the expiration or termination of this Contract, all such records and supporting documents will be conveyed to the successor District 21 Medical Examiner or the County, whichever is appropriate at the time.

**SECTION XII**      **AUDIT PROVISIONS**

All records and contracts required by this Contract shall be available for audit, inspection or copying during normal business hours and as often as any of the Counties through their employees or agents may deem necessary and appropriate, except for those records that are confidential and exempt from disclosure by Florida Statute(s). Such records and contracts shall be stored in the County's Medical Examiner Facility. Any of the Counties shall have the right to

obtain and inspect any audit pertaining to the performance of this Contract made by any local, state or federal agency.

The Medical Examiner shall maintain on site, during the course of the work, and retain, not less than three years after completion thereof, complete and accurate records and supporting documentation applicable to all of the services, work, information, expense, cost, invoices and materials provided and performed by the Medical Examiner that are chargeable to the County in this Contract.

**SECTION XIII**      **EXIGENT CIRCUMSTANCES OR CATASTROPHIC OCCURRENCES**

Catastrophic Occurrences shall be defined as any single disaster, or series of disasters, which results in the inaccessibility of, and/or the interruption of utilities, natural or manmade disasters or occurrences of an unusual nature or magnitude such as would necessitate an extraordinary expenditure of funds on the part of the Medical Examiner in fulfilling the obligations under this Contract and Chapter 406, Florida Statutes. Exigent Circumstances shall be deemed to exist when events or circumstances, short of a natural or other disaster, arise which were not contemplated by the parties at the time of submittal or approval of the annual budget, and which necessitate the expenditure of additional funds. In the event of such circumstances, disaster(s) or occurrences, the Medical Examiner shall consult with the County Budget Director or his/her designee, regarding such additional or extraordinary expenditures. The Medical Examiner shall in all events retain the right to expend funds deemed necessary under such circumstances or occurrences, and shall then petition the Board of County Commissioners to reimburse the Medical Examiner for all additional or extraordinary expenses and compensation

which are justified and incurred by the Medical Examiner due to said circumstances, disaster(s) or occurrence(s). The Medical Examiner shall provide invoices and receipts to the County Budget Director in an itemized manner to support the petition to the Board of County Commissioners for additional or extraordinary compensation and expenditures. Examples of exigent circumstances may include, but are not limited to: the sudden disability of the Medical Examiner, Associate Medical Examiner, or member of the professional staff; funding of locum tenens in the event of departures by Associate Medical Examiner(s); or sudden malfunctioning of equipment vital to the operation of the office, such as the computerized radiography equipment. Examples of catastrophic occurrences include, but are not limited to: aircraft, bus or boat accidents where a large loss of life has occurred; hurricanes and other natural disasters; and any other disasters or occurrences caused by nature or human beings where a large loss of life is experienced. Upon petition of the Medical Examiner for additional or extraordinary compensation and/or expenditures, and with the recommendation of the County Budget Director, the Board of County Commissioners shall determine, using a reasonable and objective standard, the amount of additional or extraordinary compensation and/or expenditures to be paid to the Medical Examiner.

#### **SECTION XIV      FACILITIES AND EQUIPMENT**

In accordance with Section 406.08(5), Florida Statutes, the County will provide and insure, at no cost to the Medical Examiner, a facility and all medical-laboratory-related equipment reasonably required by the Medical Examiner to perform the duties as District Medical Examiner. The County shall bear the cost of the Medical Examiner's Facility.

**SECTION XV**      **INSURANCE**

A.      **INSURANCE COVERAGE TO BE OBTAINED**

1.      The Medical Examiner shall obtain and maintain such insurance or self-insurance as will protect her from: (a) professional liability claims; (b) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (c) claims for damages because of bodily injury, occupational sickness or disease or death of Medical Examiner employees, including claims insured by usual personal injury liability coverage; (d) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage; (e) from claims for injury to or destruction of tangible property including loss or loss of use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Contract, whether such services, work and operations be by the Medical Examiner, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable; (f) employment practice liability claims; and (g) employer benefits liability claims. The fees for such insurance will be paid by the Medical Examiner from funds provided by the County as part of the non-salary/operating expenses paid to the Medical Examiner.

2. The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
3. The Medical Examiner shall require, and shall be responsible for insuring, throughout the time that this Contract is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.
4. The Medical Examiner shall obtain, have and maintain during the entire period of this Contract such insurance program as set forth and required herein.

B. PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

1. All such insurance certificates shall be in a form and underwritten by (an) insurance company(ies) acceptable to the County.
2. Each Certificate of Insurance or self-insurance program documentation shall be submitted to the County in triplicate.
3. Each Certificate of Insurance shall include the following:
  - a. the name and type of policy and coverages provided;
  - b. the amount or limit applicable to each coverage provided;
  - c. the date of expiration of coverage;

- d. the designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
  - e. cancellation - should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Certificate Holder named.
4. If the initial or any subsequently issued Certificate of Insurance will expire prior to the completion of the work or termination of this Contract, the Medical Examiner shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Medical Examiner to provide the County with such renewal certificate(s) shall be sufficient justification for the County to terminate this Contract if a cure by the Medical Examiner is not effected within ten (10) days from written notice by the County.

**SECTION XVI**      **INSURANCE COVERAGES REQUIRED**

- A. The Medical Examiner shall obtain and maintain the following insurance coverages:
  - 1. **Worker's Compensation**: Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In

addition, the policy shall include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000.00 for each accident, whichever limit is greater.
- b. Notice of Cancellation and/or Restriction: The policy must be endorsed to provide the County with thirty (30) days prior written notice of cancellation and/or restriction.

2. **Commercial General Liability**: Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- a. Minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for Bodily Injury Liability and a minimum limit of \$100,000.00 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.00.
- b. Contractual coverage applicable to this specific Contract including any hold harmless and/or such indemnification agreement.

3. **Business Automobile Liability**: Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- a. Minimum limits of \$300,000.00 per person and \$500,000.00 per



accident for Bodily Injury Liability and a minimum limit of \$100,000.00 for Property Damage Liability, or a minimum combined single limit of \$500,000.00.

- b. Coverage shall include owned vehicles, leased vehicles, hired and non-owned leased vehicles, and employee non-ownership.

4. ***Professional Liability:*** The Medical Examiner and all Associate Medical Examiners shall obtain professional liability insurance. Pursuant to Section 406.16, Florida Statutes, the fees for such insurance shall be paid from funds appropriated by the Board of County Commissioners in an amount to be determined and/or approved by the County Budget Director, and shall be included in the Medical Examiner's annual budget request to the County, and the Medical Examiner must present to the County Budget Director an invoice evidencing the purchase by the Medical Examiner of said insurance coverage. Coverage shall include a minimum aggregate of \$250,000.00/\$750,000.00.

5. ***Employment Practices Liability:*** With limits not less than \$1,000,000.00; and a deductible of not more than \$25,000.00 per occurrence.

6. ***Employer Benefits Liability:*** With limits not less than \$1,000,000.00; and a deductible of not more than \$25,000.00 per occurrence.

**SECTION XVII**      **DUTIES AND OBLIGATIONS IMPOSED ON THE MEDICAL EXAMINER**

The duties and obligations imposed upon the Medical Examiner by this Contract and the rights and remedies available hereunder shall be in addition to, and not by way of a limitation on

any otherwise imposed, or available by law or statute.

**SECTION XVIII HEADINGS**

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Contract are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits and Attachments.

**SECTION XIX ENTIRE CONTRACT**

This Contract, including the referenced Exhibits and Attachments, constitutes the entire Contract between the Parties and shall supersede all prior contracts or understandings, written or oral, relating to the matters set forth herein.

**SECTION XX NOTICES AND ADDRESS**

A. NOTICES BY MEDICAL EXAMINER TO COUNTY

All notices required and/or made pursuant to this Contract to be given by the Medical Examiner to the County shall be in writing and shall be given by the United States Postal Service to the following County address of record:

Lee County Board of County Commissioners Post Office Box 398 Fort Myers, Florida 33902-0398 Attention: Budget Director	With a copy to: Lee County Attorney Post Office Box 398 Fort Myers, Florida 33902-0398
------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------

B. NOTICES BY COUNTY TO MEDICAL EXAMINER

All notices required and/or made pursuant to this Contract to be given by the County to the Medical Examiner shall be made in writing and shall be given by the United States Postal Service to the following Medical Examiner's address of record:

District 21 Medical Examiner  
70 Dailey Drive  
Fort Myers, FL 33907-2437

Attention: Rebecca Hamilton, M.D.

C. CHANGE OF ADDRESS

Either Party may change its address by written notice to the other Party given in accordance with the requirements of this Article.

**SECTION XXI**      **TERMINATION**

It is expressly understood by the Parties that this Agreement is contingent upon the appointment of the Medical Examiner as the District 21 Medical Examiner. In the event that the Medical Examiner resigns or otherwise vacates the position, this Contract shall terminate on the effective date of the resignation or vacation of the position.

**SECTION XXII**      **MODIFICATIONS**

Modifications to the terms and provisions of this Contract shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or Change Order(s). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or Change Order(s) shall take precedence.

**SECTION XXIII**      **ACCEPTANCE**

Acceptance of this Contract shall be indicated by the signature of the duly authorized representative of the Parties in the space provided.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first written above.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: *Iwa S. Pierce*  
Deputy Clerk

By: *[Signature]*  
Chairman

DATE: June 15, 2004



APPROVED AS TO FORM:

By: *Andrea R. Fuser*  
County Attorney's Office

MEDICAL EXAMINER

By: *Rebecca A. Hamilton*  
Rebecca Hamilton, M.D.

By: *Rebecca A. Hamilton*  
(Authorized Signature)

*John F. [Signature]*  
(Witness)

Title: District Medical Examiner

*Warren B. Wiltshire*  
(Witness)

Date: June 15, 2004

(SEAL)

Contract Between Lee County and The District 21 Medical Examiner  
Section V - A. - Compensation, Salary, Fees and Related Expenses  
Exhibit "A"

**Director's Salary/related expenses**

Director/Medical Examiner salary	\$	285,000
Insurance - officer		4,766
Payroll taxes		9,663
Retirement contribution		<u>20,000</u>
		<u>319,429</u>

**Associate Medical Examiner's/support staff/related expenses**

Associate Medical Examiner's salary		192,968
Support staff salary		417,328
Insurance - group		64,337
Payroll taxes		45,063
Retirement contribution		<u>37,210</u>
		<u>756,906</u>
	\$	<u>1,076,335</u>

Rebecca A. Hamilton, MD, PA  
 Budgeted Expenses  
 Fiscal year October 1, 2003 - September 30, 2004

**Director's salary/related expenses**

Director's salary	\$285,000
Insurance-officer	4,766
Payroll taxes	9,663
Retirement contribution	20,000
<b>Subtotal</b>	<u><b>319,429</b></u>

**Salary/related expenses**

Wages-other	610,296	
Insurance-group	64,337	
Payroll taxes	45,063	
Retirement contribution	37,210	
<b>Subtotal</b>	<u><b>756,906</b></u>	<b>\$1,076,335</b>

**Non-salary Expenses**

Accounting	48,724	
Legal	30,087	
Plan administration	7,065	
Bank charges	218	
Dues/subscriptions	7,013	
Histology	4,192	
Insurance - workmen's comp	5,303	
Insurance - prof liab	25,952	
Morgue	11,172	
Licenses and taxes	963	
Office	13,953	
Pagers and answering svce	4,072	
Photo	2,161	
Postage	1,390	
Professional svces (toxicology)	132,580	
Professional svces (Jeanne)	213	
Professional fees (transport)	104,113	
Professional fees-locum	72,298	
Info and Graphics Mgmt	11,854	
Repairs and maintenance	8,377	
Seminars/travel/recruitment	17,951	
Telephone	1,890	
	<u><b>511,541</b></u>	<u><b>511,541</b></u>

<b>Total</b>		<u><u><b>\$1,587,876</b></u></u>
--------------	--	----------------------------------

Rebecca A. Hamilton, MD, PA

Fiscal year October 1, 2003 - September 30, 2004

Associate ME salary	\$137,969	
Associate ME salary	<u>54,999</u>	\$192,968
Support staff salary	38,533	
Support staff salary	56,486	
Support staff salary	62,618	
Support staff salary	62,632	
Support staff salary	31,600	
Support staff salary	45,224	
Support staff salary	75,185	
Support staff salary	<u>45,050</u>	<u>417,328</u>
		<u>\$610,296</u>

**Contract Between Lee County and The District 21 Medical Examiner  
Section VII – Private Practice  
Exhibit “B”**

**Facility Use Fee**

**Per Autopsy                      \$2,500.00**





First Professionals Insurance Company

2004 JUL 29 PM 12: 27

RECEIVED BY  
LEE CO. ATTORNEY

**MEMORANDUM OF INSURANCE**

TO:  
TO WHOM IT MAY CONCERN:

NAMED INSURED:  
REBECCA ANNE HAMILTON, M.D.  
C/O DISTRICT 21 MEDICAL EXAMINER  
70 DANLEY DRIVE  
FORT MYERS, FL 33907

This is to advise you that the First Professionals Insurance Company, Inc. has issued to the named insured the policy enumerated below, subject to all the terms of such policy. This memorandum neither affirmatively or negatively amends, extends or alters the coverage of such policy.

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	CLAIMS REPORTING PERIOD
26817	Professional Liability	1,500,000 each claim 4,500,000 aggregate	From: 07/24/2004 To: 07/24/2005

Retroactive Date: 07/24/1998

Class 17 - FORENSIC MEDICINE

Date Issued: 07/19/2004

Authorized Representative

RECEIVED  
MINUTES OFFICE  
2004 JUL 29 PM 1: 37

FPIC-9(1/86)

221/4

FL-P65403

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR YL  
HAMIL-1

DATE (MM/DD/YYYY)  
08/27/04

**PRODUCER**  
 Atkinson & Assoc. Insurance  
 1537 Brantley Rd, Bldg C  
 Fort Myers FL 33907  
 Phone: 239-437-5555 Fax: 239-689-3826

**INSURED**  
 Rebecca A. Hamilton, MD, PA  
 70 Danley Drive  
 Fort Myers FL 33907

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Group	22357
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21SBMBP8036	08/27/04	08/27/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	21SBMBP8036	08/27/04	08/27/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	21WECDX8681	03/26/04	03/26/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A		EMPLOYEE BENEFITS	21SBMBP8036	08/27/04	08/27/05	EACH OCC. \$1000000
A		EPLI	21SBMBP8036	08/27/04	08/27/05	EACH OCC. \$1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**DISTRICT MEDICAL EXAMINER**  
**LEE COUNTY BOARD OF COUNTY COMMISSIONERS IS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY COVERAGE.**

**CERTIFICATE HOLDER**  
 LEEBOAR  
 LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
 P. O. BOX 398  
 FORT MYERS FL 33902

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  
 Carolyn D. Diggs A068462