

**FIRST AMENDMENT TO  
THREE-PARTY AGREEMENT BETWEEN  
ALACHUA COUNTY  
AND  
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES  
AND  
WILLIAM F. HAMILTON, M.D.  
FOR DISTRICT MEDICAL EXAMINER SERVICES,  
UNIVERSITY PHYSICIAN SUPPORT SERVICES,  
UNIVERSITY NON-PHYSICIAN SUPPORT  
SERVICES AND FACILITY USE**

**THE THREE-PARTY AGREEMENT** ("Agreement"), made and entered into the 1<sup>st</sup> day of October, 2017 ("Effective Date"), by and among **Alachua COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County", and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, hereinafter referred to as "University", **FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA, and WILLIAM F. HAMILTON, M.D.**, hereinafter referred to as the "District Medical Examiner", is hereby amended effective the 1<sup>st</sup> day of October, 2018 by this **First Amendment**, and the parties heretofore named agree as follows:

1. **Section 3** of the Agreement is hereby deleted in its entirety and replaced with a new **Section 3** to read:

3. Term of Agreement. This Agreement shall commence on the Effective Date and remain in full force and effect through September 30, 2019, unless first terminated or amended by the parties as provided herein.

2. **Section 8** of the Agreement is hereby deleted in its entirety and replaced with a new **Section 8** to read:

8. Annual Budget. No later than July 1, 2019, the District Medical Examiner, with the assistance of UNIVERSITY, shall submit to the Board of County Commissioners of County an annual budget for the next ensuing fiscal year October 1, through September 30. The District Medical Examiner's budget for Fiscal Year 2018/2019 as submitted to County is attached to this Agreement as Attachment A and is incorporated herein by this reference.

3. **Section 10** of the Agreement is hereby deleted in its entirety and a new **Section 10** is established to read as follows:

10. Compensation by County. **THE DISTRICT MEDICAL EXAMINER EXPRESSLY RECOGNIZES THAT ALL FEES AND COMPENSATION PAID TO UNIVERSITY PURSUANT TO THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF THE COUNTY, AND FURTHER, NEITHER THE DISTRICT MEDICAL EXAMINER, NOR ANY MEMBER OF HIS STAFF, WILL RECEIVE COMPENSATION DIRECTLY FROM THE COUNTY FOR SERVICES PURSUANT TO THIS AGREEMENT.** As compensation for the District Medical Examiner's services and UNIVERSITY's Faculty Physician support services, non-physician support personnel services and for facility usage, the County shall pay UNIVERSITY an annual amount equal to Five

Hundred Sixty-Six Thousand Two Hundred Thirty-One Dollars and Eighty-Eight Cents (\$566,231.88). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Forty-Seven Thousand One Hundred Eighty-Five Dollars and Ninety-Nine Cents (\$47,185.99), the first of which shall be paid forty-five (45) days after the commencement of the term of this Agreement. In addition, the County shall separately pay UNIVERSITY for autopsy and related services in accordance with the fee schedule attached hereto as **Attachment C**. UNIVERSITY shall provide County with a detailed monthly invoice indicating all autopsies performed up to the date of the invoice. A copy of the death certificate for each autopsy will be provided with the invoice. After review, and if properly supported, County shall pay invoiced fees within forty-five (45) days of receipt of the invoice. All invoices shall be sent directly to:

**Community Support Services Director  
Alachua County Department of Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville, FL 32641**

4. **Attachment A** to the Agreement is hereby deleted and replaced with the revised version of **Attachment A** that is attached to this **First Amendment** and is hereby incorporated into the Agreement by reference.
5. **Attachment C** to the Agreement is hereby deleted and replaced with the revised version of **Attachment C** that is attached to this **First Amendment** and is hereby incorporated into the Agreement by reference.
6. In the event of a conflict between the terms of the Agreement and this **First Amendment**, the terms of this **First Amendment** shall control.

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IN WITNESS WHEREOF, the parties have caused this **First Amendment** to be executed for the uses and purposes therein expressed on the day and year first above-written.

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE DEPARTMENT OF PATHOLOGY, IMMUNOLOGY AND LABORATORY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**

**ALACHUA COUNTY, FLORIDA**

By: Chris L. Christensen For  
Name: Lee Pinkoson Date  
Chair  
Board of County Commissioners

By: [Signature] 7/13/18  
Adrian Tyndall, M.D. Date  
Interim Dean, College of Medicine  
University of Florida

**ATTEST**

By: [Signature]  
Alachua County Clerk Date

**DISTRICT MEDICAL EXAMINER**

By: [Signature] 11/5/18  
William F. Hamilton, M.D. Date

**APPROVED AS TO FORM**

[Signature]  
Alachua County Attorney's Office Date

**Attachment "A"**  
**MEDICAL EXAMINER District 8 Budget**  
**Effective October 1, 2018 - September 30, 2019**

<b>Operating Cost Fixed Expenses FY 18-19</b>		<b>Total</b>
Salaries and Benefits <sup>1</sup>	\$	638,270
Salary offset <sup>2</sup> (Pro Fees reimbursed to UF for Salaries)	\$	(266,738)
Contractual Services Facilities	\$	13,912
Repairs and Maintenance (equipment and facilities)	\$	5,340
Data Processing (Internet and back up)	\$	9,552
Operating Supplies (Autopsy and Office)	\$	66,600
Rent (Building plus Records Storage at Iron Mountain)	\$	305,140
Printing & Reproduction	\$	1,500
Insurance, Liability and Auto	\$	8,500
Telephone, Postage, & Freight	\$	8,100
Travel/Meetings (Work Related/CME/CEU Requirements)	\$	21,840
Dues, Subscriptions, Library	\$	500
Miscellaneous (Utilities)	\$	72,000
Administration Fee (5%) <sup>3</sup>	\$	88,391
Capital Expenses	\$	-
<b>Net Operating Cost Expense</b>	<b>\$</b>	<b>972,907</b>

Entity	2017 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	435	58.2%	\$ 566,231.88	\$ 47,185.99
Baker	25	3.4%	\$ 33,078.84	\$ 2,756.57
Bradford	24	3.2%	\$ 31,133.04	\$ 2,594.42
Dixie	29	3.9%	\$ 37,943.40	\$ 3,161.95
Gilchrist	20	2.7%	\$ 26,268.48	\$ 2,189.04
Levy	69	9.2%	\$ 89,507.40	\$ 7,458.95
Union	6	0.8%	\$ 7,783.20	\$ 648.60
Dept of Corrections <sup>4</sup>	139	18.6%	\$ 180,960.72	\$ 15,080.06
<b>Total</b>	<b>747</b>	<b>100.00%</b>	<b>\$ 972,906.96</b>	<b>\$ 81,075.58</b>
<i>Rounding Adjustment</i>			\$ 0.04	
Operating Cost Total Validation Check			\$ 972,907.00	\$ 81,075.58
Non-Corrections case average per month:				51
Avg. Operating Cost Per Case:				\$ 1,302.54
DOC ALL	124	100.00%	\$ 180,960.72	\$ 15,080.06
<b>Total</b>	<b>124</b>	<b>100.00%</b>	<b>\$ 180,960.72</b>	<b>\$ 15,080.06</b>
<i>Rounding Adjustment</i>			\$ -	
DOC Assessment Total Validation Check			\$ 180,960.72	
Corrections case average per month:				10
Avg. Operating Cost Per Case:				\$ 1,459.36

<b>Expense Total Budget Estimator</b>				<b>FY 18-19</b>
<b>District 8 Operating Cost Assessment Total</b>				<b>\$ 972,907</b>
<b>Professional Services</b>		Cases Estimate		
<b>(Variable per case)</b>	Fee <sup>5</sup>		Total	<b>\$ 883,306</b>
Autopsy	\$ 775	552	\$ 427,800	To UF for Drs
External Examination	\$ 225	170	\$ 38,250	To UF for Drs
Investigative Report	\$ 150	6	\$ 900	To UF for Drs
Investigation (All Cases)	\$ 150	728	\$ 109,200	To UF for Drs
Tech Autopsy Fee	\$ 100	552	\$ 55,200	To UF for On-Call
Toxicology	\$ 165	552	\$ 91,080	To UF/DRL
Histology	\$ 175	552	\$ 96,600	To UF/DRL
Cremation Approval	\$ 25	2,571	\$ 64,275	To UF for Processing
<b>Total Budget</b>				<b>\$ 1,856,212</b>
<b>Typical Total Cost per case</b>				<b>\$ 2,550</b>

Note 1 UF approved raises January 2018

Note 2 Autopsy, Exam, Invest, Tech & Cremation fees are reimbursed for cases by UF staff pathologists

Note 3 Administration Fee of 5% includes Human Resources, Purchasing and Financial Services

Note 4 DOC operating expense portion included in new fixed fee per case contract

Note 5 Professional fees are itemized in Attachment "C"

**ATTACHMENT "C"**  
**FY 18-19**

<b>Variable Expense Fee List</b>	
<b>Professional Fees:</b>	
Complete Autopsy	\$ 775.00
External Examination Only	\$ 225.00
Medical Examiner Report of Investigation	\$ 150.00
Expert Witness Fee per Hour (see note 1)	\$ 300.00
<b>Technical Fees</b> (see note 2):	
Autopsy Technical Fee	\$ 100.00
Tissue Preparation for Microscopic exam (routine case)	\$ 175.00
Toxicology Laboratory (routine testing)	\$ 165.00
Cremation Fee	\$ 25.00
Body Transport by ATS or Investigators for Homicide/Suspicious Death	\$ 200.00

**Notes:**

(1) No charges will incur for pre-trial consultation on criminal cases in 8th Judicial Circuit

(2) Costs for transportation of human remains, special lab tests, special toxicology followup testing, radiology, odontology, anthropology, and specialized consultations uncommonly required will be billed per case as charges are received and paid by the Medical Examiner Office.