

**FOURTH 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 1st 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 1st day of October, 2021 by this **Fourth 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, 2022, 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, 2022, 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 2021/2022 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 Six

Hundred Eighty Thousand Three Hundred Eight Dollars and Forty-Four Cents (\$680,308.44). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Fifty-Six Thousand Six Hundred Ninety-Two Dollars and Thirty-Seven Cents (\$56,692.37), 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 24th 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 Fourth Amendment and is hereby incorporated into the Agreement by reference.
5. Attachment B to the Agreement is hereby deleted and replaced with the revised version of Attachment B that is attached to this Fourth Amendment and is hereby incorporated into the Agreement by reference.
6. Attachment C to the Agreement is hereby deleted and replaced with the revised version of Attachment C that is attached to this Fourth Amendment and is hereby incorporated into the Agreement by reference.
7. In the event of a conflict between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Fourth 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: _____ Date _____
Name: _____
Chair
Board of County Commissioners

By: _____ Date _____
Colleen G. Koch, M.D., M.S., M.B.A. Date
Dean, College of Medicine
University of Florida

ATTEST
By: _____ Date _____
Alachua County Clerk

DISTRICT MEDICAL EXAMINER
By: *William F. Hamilton* 19&06 2021
William F. Hamilton, M.D. Date

APPROVED AS TO FORM
DocuSigned by:
Robert C Swain
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Alachua County Attorney's Office Date

Attachment "A"
MEDICAL EXAMINER District 8 Budget
Effective October 1, 2021 - September 30, 2022

	Total	
Operating Cost Fixed Expenses FY 21-22		
Salaries and Benefits		\$ 731,629
Salary offset ¹ (Pro Fees reimbursed to UF for Salaries)		\$(267,010)
Contractual Services Facilities (Records storage, Biohazard)		\$ 35,000
Repairs and Maintenance (Equipment, vehicles)		\$ 5,000
Data Processing (Internet and back up)		\$ 12,500
Operating Supplies (Autopsy and Office)		\$ 65,000
Rent		\$ 307,390
Printing & Reproduction		\$ 3,000
Insurance, Liability and Auto		\$ 9,500
Telephone, Postage, & Freight		\$ 4,000
Travel/Meetings (Work Related/CME/CEU Requirements)		\$ 10,000
Dues, Subscriptions, Library		\$ 500
Miscellaneous (Utilities, Fuel)		\$ 40,000
Administration Fee ²		\$ 96,600
Capital Expenses		\$ -
Net Operating Cost Expense		\$ 1,053,109

Entity	2020 Year	% of Caseload	Annual Assessment	Monthly Assessment
	Actual			
Alachua	591	64.6%	\$ 680,308.44	\$ 56,692.37
Baker	35	3.8%	\$ 40,018.20	\$ 3,334.85
Bradford	44	4.8%	\$ 50,549.28	\$ 4,212.44
Dixie	28	3.1%	\$ 32,646.36	\$ 2,720.53
Glchrist	17	1.9%	\$ 20,009.04	\$ 1,667.42
Levy	53	5.8%	\$ 61,080.36	\$ 5,090.03
Union	13	1.4%	\$ 14,743.56	\$ 1,228.63
Dept of Corrections ³	133	14.6%	\$ 153,753.96	\$ 12,812.83
Total	914	100.00%	\$ 1,053,109.20	\$ 87,759.10
			<i>Rounding Adjustment \$ (0.20)</i>	
			Operating Cost Total Validation Check \$ 1,053,109.00	\$ 87,759.08
			Non-Corrections case average per month:	65
			Avg. Operating Cost Per Case:	\$ 1,151.54
DOC ALL	133	100.00%	\$ 153,753.96	\$ 12,812.83
Total	133	100.00%	\$ 153,753.96	\$ 12,812.83
			<i>Rounding Adjustment \$ -</i>	
			DOC Assessment Total Validation Check \$ 153,753.96	
			Corrections case average per month:	11
			Avg. Operating Cost Per Case:	\$ 1,156.04

Expense Total Budget Estimator			FY 20-21
District 8 Operating Cost Assessment Total			\$ 1,053,109
Professional Services	Cases Estimate		
(Variable per case)	Fee ⁴	Total	\$ 1,023,210
Autopsy	\$ 775	\$ 607	\$ 470,425
External Examination	\$ 225	\$ 187	\$ 42,075
Investigative Report	\$ 150	\$ 120	\$ 18,000
Investigation (All Cases)	\$ 150	\$ 914	\$ 137,100
Tech Autopsy Fee	\$ 100	\$ 607	\$ 60,700
Toxicology	\$ 180	\$ 607	\$ 109,260
Histology	\$ 175	\$ 607	\$ 106,225
Cremation Approval	\$ 25	\$ 3,177	\$ 79,425
		Total Budget	\$ 2,076,319
		Typical Total Cost per case	\$ 2,272

Note¹ Autopsy, Exam, Invest, Tech & Cremation fees are reimbursed for cases by UF staff pathologists
 Note² Administration Fee of 5% includes Human Resources, Purchasing and Financial Services
 Note³ DOC operating expense portion included in new fixed fee per case contract
 Note⁴ Professional fees are itemized in Attachment "C"

ATTACHMENT "B"
FY 21-22

INSURANCE REQUIRED

- A. Professional Liability – Coverage must be afforded, under an “occurrence” form policy or “claims made” form, in limits not less than \$500,000. It is required that Professional Liability Insurance coverage be provided for all acts and omissions that occur during the term of the agreement. If this coverage is written on a claims made form, proof of extended reporting period coverage is required.

- B. The District Medical Examiner shall provide a Certificate of Insurance to the County with a sixty (60) day notice of cancellation.

ATTACHMENT "C"

FY 21-22

Variable Expense Fee List

Professional Fees:	
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
Technical Fees (see note 2):	
Autopsy Technical Fee	\$ 100.00
Tissue Preparation for Microscopic exam (routine case)	\$ 175.00
Toxicology Laboratory (routine testing)	\$ 180.00
Cremation Fee	\$ 25.00
Body Transport by ATS or Investigators for Homicide/Suspicious Death	\$ 190.00

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.