

**FIFTH 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, 2022 by this **Fifth 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, 2023, 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, 2023, 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 2022/2023 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 Seven

Hundred Thirty Thousand Seven Hundred Forty Dollars and Eighty-Four Cents (\$730,740.84). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Sixty Thousand Eight Hundred Ninety-Five Dollars and Seven Cents (\$60,895.07), 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 **Fifth 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 **Fifth 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 **Fifth 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 **Fifth Amendment**, the terms of this **Fifth Amendment** shall control.

IN WITNESS WHEREOF, the parties have caused this **Fifth 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

DISTRICT MEDICAL EXAMINER

By: _____ Date _____
Alachua County Clerk

By: _____ Date _____
William F. Hamilton, M.D.

APPROVED AS TO FORM

Alachua County Attorney's Office Date

Attachment "A"
MEDICAL EXAMINER District 8 Budget
Effective October 1, 2022 - September 30, 2023

Operating Cost Fixed Expenses FY 22-23	Total
Salaries and Benefits	\$ 734,100
Salary offset ¹ (Pro Fees reimbursed to UF for Salaries)	\$ (182,000)
Contractual Services Facilities (Records storage, Biohazard)	\$ 35,000
Repairs and Maintenance (Equipment, vehicles)	\$ 10,000
Data Processing (Internet and back up)	\$ 15,000
Operating Supplies (Autopsy and Office)	\$ 75,000
Rent	\$ 312,000
Printing & Reproduction	\$ 3,000
Insurance, Liability and Auto	\$ 9,500
Telephone, Postage, & Freight	\$ 4,000
Travel/Meetings (Work Related/CME/CEU Requirements)	\$ 12,500
Dues, Subscriptions, Library	\$ 1,000
Miscellaneous (Utilities, Fuel)	\$ 42,000
Administration Fee ²	\$ 92,500
Capital Expenses	\$ -
Net Operating Cost Expense	\$ 1,163,600

Entity	2021 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	536	62.8%	\$ 730,740.84	\$ 60,895.07
Baker	35	4.1%	\$ 47,707.56	\$ 3,975.63
Bradford	25	2.9%	\$ 33,744.36	\$ 2,812.03
Dixie	40	4.7%	\$ 54,689.16	\$ 4,557.43
Gilchrist	29	3.4%	\$ 39,562.44	\$ 3,296.87
Levy	84	9.8%	\$ 114,032.76	\$ 9,502.73
Union	14	1.6%	\$ 18,617.64	\$ 1,551.47
Dept of Corrections ³	91	10.7%	\$ 124,505.16	\$ 10,375.43
Total	854	100.00%	\$ 1,163,599.92	\$ 96,966.66
<i>Rounding Adjustment</i>			\$ 0.08	
Operating Cost Total Validation Check			\$ 1,163,600.00	\$ 96,966.67
				Non-Corrections case average per month: 64
				Avg. Operating Cost Per Case: \$ 1,361.85
DOC ALL	85	100.00%	\$ 124,505.16	\$ 10,375.43
Total	85	100.00%	\$ 124,505.16	\$ 10,375.43
<i>Rounding Adjustment</i>			\$ -	
DOC Assessment Total Validation Check			\$ 124,505.16	
				Corrections case average per month: 7
				Avg. Operating Cost Per Case: \$ 1,464.77

Expense Total Budget Estimator				FY 21-22
District 8 Operating Cost Assessment Total				\$ 1,163,600
Professional Services		Cases Estimate		
(Variable per case)	Fee ⁴		Total	\$ 1,110,940
Autopsy	\$ 800	613	\$ 490,400	To UF for Drs
External Examination	\$ 250	226	\$ 56,500	To UF for Drs
Investigative Only Report	\$ 175	15	\$ 2,625	To UF for Drs
Investigation (All Cases)	\$ 175	854	\$ 149,450	To UF for Drs
			\$ -	To UF for On-Call
Toxicology - routine	\$ 190	835	\$ 158,650	To UF/DRL
Histology - routine	\$ 175	835	\$ 146,125	To UF/DRL
Cremation Approval	\$ 30	3,573	\$ 107,190	To UF for Processing
Total Budget				\$ 2,274,540
Typical Total Cost per case				\$ 2,663

Note 1 Offset by UF for staff pathologists

Note 2 Administration Fee of 5% includes Human Resources, Purchasing and Financial Services

Note 3 DOC operating expense portion included in fixed fee per case contract

Note 4 Professional fees are itemized in Attachment "C"

Latest Update 5/3/2022

UF #619839

