

Grants & Contracts - Transmittal Memo

DATE: August 30, 2018

FROM: Purchasing Division, Contracts

TO: Cathie Whitney

CONTRACT #: 10716

VENDOR: University of Florida Board of Trustee/William F. Hamilton, MD

DESCRIPTION: #10716 1st Amendment Three Party Agreement with for district medical examiner services, university physician support services, university non-physician support services and facility use

APPROVED BY: Board of County Commissioners

APPROVAL DATE: 8/28/2018

RECEIVED ON: August 30, 2018

TERM START: 10/1/2018

TERM END: 9/30/2019

AMOUNT: \$566,231.88

RFP/BID #:

POR #
(ENCUMBERANCE):

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**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 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, 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 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 **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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 S. Chitka # 702
Name: Lee Pinkoson Date
Chair
Board of County Commissioners

By: _____
Adrian Tyndall, M.D. Date
Interim Dean, College of Medicine
University of Florida

ATTEST

DISTRICT MEDICAL EXAMINER

By: Sum [Signature]
Alachua County Clerk Date
APPROVED AS TO FORM

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

[Signature]
Alachua County Attorney's Office Date

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

Operating Cost Fixed Expenses FY 18-19		Total
Salaries and Benefits ¹	\$	698,270
Salary offset ² (Pro Fees reimbursed to UF for Salaries)	\$	(288,738)
Contractual Services/Facilities	\$	12,912
Repairs and Maintenance (equipment and facilities)	\$	5,340
Data Processing (Internet and back up)	\$	9,552
Operating Supplies (Autopsy and Office)	\$	88,800
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%) ³	\$	88,291
Capital Expenses	\$	-
Net Operating Cost Expense	\$	972,907

Entity	2017 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	435	58.2%	\$ 565,231.88	\$ 47,185.99
Baker	25	3.4%	\$ 33,078.84	\$ 2,756.57
Bradford	24	3.2%	\$ 31,139.04	\$ 2,594.42
Colo	29	3.9%	\$ 37,949.40	\$ 3,161.95
Chloriat	20	2.7%	\$ 26,268.48	\$ 2,189.04
Levy	69	9.3%	\$ 89,507.40	\$ 7,458.95
Union	6	0.8%	\$ 7,789.20	\$ 648.60
Dept of Corrections ⁴	139	18.6%	\$ 180,980.72	\$ 15,080.06
Total	747	100.00%	\$ 972,907.06	\$ 81,075.58
Rounding Adjustment				\$ 0.04
Operating Cost Total Validation Check				\$ 81,075.58
	Non-Corrections case average per month			\$ 51
	Avg. Operating Cost Per Case:			\$ 1,302.54
DCC ALL	124	100.00%	\$ 180,980.72	\$ 15,080.06
Total	124	100.00%	\$ 180,980.72	\$ 15,080.06
Rounding Adjustment				\$ -
DCC Assessment Total Validation Check				\$ 180,980.72
	Corrections case average per month			\$ 10
	Avg. Operating Cost Per Case:			\$ 1,459.36

Expense Total Budget Estimate				FY 18-19
District 8 Operating Cost Assessment Total				\$ 972,907
Professional Services		Cases Estimate		
(Variable per case)	Fee ⁵		Total	\$ 883,305
Autopsy	\$ 775	552	\$ 427,800	To UF for Drs
External Examination	\$ 225	170	\$ 38,250	To UF for Drs
Investigative Report	\$ 150	8	\$ 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
Total Budget				\$ 1,856,212
Typical Total Cost per case				\$ 2,550

^{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} DCC 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

Variable Expenses 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)	\$ 165.00
Cremation Fee	\$ 25.00
Body Transport by ATE 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.	



Agenda

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**Jack Durrance Auditorium
Second Floor
12 SE 1st Street**

August 28, 2018 BoCC Regular Meeting 9:00AM

Agenda Item #25.

Agenda Item Name:

1st Amendment to the Medical Examiners Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D

Presenter:

Claudia Tuck, 264-6704

Item Description:

1st Amendment to the Medical Examiners Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D

Recommended Action:

Approve the 1st Amendment to the Medical Examiners Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D

Prior Board Motions

The original Medical Examiner Agreement was approved by the BoCC on October 24, 2017, item # 31.

Fiscal Consideration:

1st Amendment to the Medical Examiners Three Party Agreement

General Fund

001-29-2906.527.34.00

\$1,110,620.00

Background:

The 1st Amendment to the Medical Examiners Three Party Agreement between Alachua County, the University of Florida Board of Trustees and William F. Hamilton, M.D. for the provision of District Medical Examiner Services, University Physician Support Services, University Non-Physician Support Services and Facility use.

Chapter 406 of the Florida Statutes requires the Board of County Commissioners in each Medical Examiner's District to establish and pay reasonable salaries, fees and expenses to the District Medical Examiner and his/her associates.

The Medical Examiner Agreement delineates the responsibilities of each of the three parties previously

mentioned in relation to the performance of mandated autopsy services. The Medical Examiner and the University of Florida College of Medicine submit a budget annually to the County for Administrative costs (see Attachment A) that include salaries and benefits, transportation, facility costs, etc. \$566,231.88 for these expenses. The costs associated with autopsies (see Attachment C) are separate and rate based and require reimbursement, per the mandate. The cost increases in Attachment A rent is due to relocation of Medical examiners in new building effective 10/1/18. This increase was included in the FY 19 budget. This Agreement is effective 10/1/18 through 9/30/19.