

**THREE-PARTY AGREEMENT AMONG ALACHUA COUNTY
AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
AND
THOMAS M. COYNE, M.D., PH.D.
FOR DISTRICT MEDICAL EXAMINER SERVICES,
UNIVERSITY PHYSICIAN SUPPORT SERVICES,
UNIVERSITY NON-PHYSICIAN SUPPORT
SERVICES AND FACILITY USE**

THE THREE-PARTY AGREEMENT ("Agreement"), is hereby made and entered into the 1st day of October, 2022 ("Effective Date"), by and among **ALACHUA COUNTY**, a charter county and 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 **THOMAS M. COYNE, M.D., PH.D.** hereinafter referred to as the "District Medical Examiner."

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 406, Florida Statutes, the Governor of the State of Florida is charged with appointing district medical examiners for each of Florida's medical examiner districts and, for District 8, the Governor or designee has appointed Thomas M. Coyne, M.D. PH.D., a UNIVERSITY employee and faculty member in the Department of Pathology, Immunology and Laboratory Medicine, as the District Medical Examiner; and

WHEREAS, as District Medical Examiner, Dr. Coyne is charged with performing certain pathology services for the County and is in need of certain support services in order to fulfill his statutory obligations; and

WHEREAS, UNIVERSITY has on its faculty a board-certified pathologist who is qualified to support the District Medical Examiner in his performance of certain pathology services and University wishes to provide support services to the District Medical Examiner and to County; and

WHEREAS, UNIVERSITY also has available non-physician support personnel and a laboratory and office facility to support the District Medical Examiner in performing his statutory obligations and University wishes to make such resources available to the District Medical Examiner and to County, and the District Medical Examiner and the County desire to utilize such University resources; and,

WHEREAS, the educational programs of University will be enhanced because of opportunities for faculty to participate in educational, research, and administrative responsibilities through the cooperative efforts of University, County, and the District Medical Examiner; and

WHEREAS, University has agreed to receive and properly disburse all payments from County for services provided by the District Medical Examiner and University; and

WHEREAS, University, pursuant to Regulation 9.017, State University System of Florida Board of Governors, and in furtherance of its education, training, and service responsibilities, authorizes its professional faculty and staff, as an integral part of their academic activities and their employment as faculty and staff, to provide health, medical, and dental care and treatment to patients, including patients at independent hospitals, other institutions, and various other clinical sites; the College of Medicine is authorized, pursuant to said Regulation 9.017, to develop and maintain a faculty practice plan for the orderly collection and distribution of fees and income generated from such faculty practice activities; the College of Medicine has established and maintains such a faculty practice plan, known as the "College of Medicine Faculty Practice Plan";

NOW, THEREFORE, in consideration of the mutual benefits to flow to each other, the parties hereby agree as follows:

1. Scope and Purpose. As stated above, district medical examiners are appointed by the Governor and charged with the responsibility of providing certain pathology services. District medical examiners, in the performance of such pathology services, sometimes require the assistance of other pathologists, non-physician support personnel, and appropriate facilities to properly perform their statutory obligations. University has available an appropriately qualified faculty physician ("Faculty Pathologist") to provide support services to the District Medical Examiner and agrees to make its Faculty Pathologist available to the District Medical Examiner and the County for the provision of such support services pursuant to the terms of this Agreement. Such Faculty Pathologist shall not be considered an "Associate Medical Examiner" as that term is defined in 11G-1.002, Florida Administrative Code. University also has available non-physician support personnel and an appropriate facility to further support the District Medical Examiner and the County in the performance of certain pathology services, as may be required. As such, the parties wish to enter into this Agreement to set forth each party's respective duties, obligations, and responsibilities to ensure the orderly administration of this Agreement.

2. Responsibility for Bodies and Specimens. **NOTWITHSTANDING UNIVERSITY'S PROVISION OF VARIOUS SUPPORT SERVICES TO THE DISTRICT MEDICAL EXAMINER AND TO COUNTY, THE PARTIES UNDERSTAND AND AGREE THAT THE DISTRICT MEDICAL EXAMINER AND/OR COUNTY ARE RESPONSIBLE AT ALL TIMES FOR THE PROPER TRANSPORTATION, POSSESSION, AND DISPOSITION OF BODIES AND SPECIMENS IN ACCORDANCE WITH CHAPTER 406, FLORIDA STATUTES, AND CHAPTER 11G, FLORIDA ADMINISTRATIVE CODE, AND UNIVERSITY SHALL, UNDER NO CIRCUMSTANCES, BEAR ANY RESPONSIBILITY FOR THE TRANSPORTATION, POSSESSION, AND/OR DISPOSITION OF BODIES AND/OR SPECIMENS. UNIVERSITY SHALL NOT BE DEEMED TO ASSUME ANY LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE DISTRICT MEDICAL EXAMINER WHEN PERFORMING MEDICAL EXAMINER SERVICES, OR HIS AGENTS, SERVANTS AND/OR EMPLOYEES AND /OR COUNTY AND ITS AGENTS, SERVANTS AND/OR EMPLOYEES.**

3. Term of Agreement. This Agreement shall take effect on the Effective Date first set forth above and shall remain in effect until September 30, 2023, unless otherwise terminated by the parties as provided herein.

4. District Medical Examiner Services. The District Medical Examiner shall serve the County in accordance with the provisions of Chapter 406, Florida Statutes, and the provisions of Chapter 11G, Florida Administrative Code. Such services include, but are not limited to, the following:

- (a) Autopsies, examinations, and investigations as required by applicable Florida statutes and rules;
- (b) Community education and training of law enforcement officers and public safety personnel within County;

5. Compensation for DME Services. The parties understand and agree that the District Medical Examiner shall be paid with that portion of the total funds University receives from County that the District Medical Examiner earns based on the District Medical Examiner services provided pursuant to the terms of this Agreement. Such amount shall represent the fair market value of the District Medical Examiner's services. UNIVERSITY will not use funds received from the County to offset the cost of services that Dr. Coyne provides as a University faculty member, which are separate from his role as District Medical Examiner.

6. University Services.

(a) Faculty Pathologist Support Services. University's Faculty Pathologists shall support the District Medical Examiner in his performance of pathology services. University's Faculty Pathologist shall provide such support services pursuant to a schedule mutually agreed to by the District Medical Examiner and University. However, all the parties to this Agreement understand and agree that University's Faculty Pathologists shall, at all times, remain under the exclusive supervision and control of University and the District Medical Examiner shall exercise no control over University's Faculty Pathologist's professional judgment.

(b) Non-Physician Support Personnel. University also shall make available various non-physician support personnel to enable the District Medical Examiner to properly perform his duties. Such non-physician support personnel shall, at all times, remain under the direct supervision and control of University.

(c) Laboratory Facilities and Equipment. University shall make available an appropriate office space and laboratory facility ("Facility") located at 3217 SW 47th Avenue, Gainesville, Florida 32608, to the District Medical Examiner and to County. University shall fully equip and furnish the Facility and maintain whatever reasonable supplies are needed by the District Medical Examiner. University shall provide security and janitorial services to the Facility. University shall be responsible for maintenance and operation of the Facility, including establishing standard operating procedures and laboratory management, and shall maintain all furnishings, equipment and supplies in good condition. Access to the Facility will be available to authorized County, District Medical Examiner and University personnel on a 24-hour basis for the purpose of picking up and delivering bodies.

7. Independent Contractors. The parties expressly intend that with regard to the provisions and respective responsibilities of this Agreement, said parties are independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee assigned by University to fulfill University's obligations described herein shall be deemed an agent, servant, contractor, or employee of any other party. Regardless of anything else contained in or implied from this Agreement, any employee of University who may be performing the University services herein described shall remain an employee of University subject at all times to University's policies and procedures, and in no way shall such employee be deemed an employee of any other party. University assumes complete administrative and professional responsibility for University's employees in performing University functions, including the provision of workers' compensation and other employment related insurance as may be required from time to time by state or other law or regulation. While rendering services pursuant to this Agreement, all employees of University shall wear picture identification badges that shall clearly denote their employee status with University, and will further identify themselves whenever appropriate as University employees.

8. Annual Budget. No later than July 31, 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.

9. Insurance. The District Medical Examiner shall procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment B**. The District Medical Examiner shall provide to University a certificate of insurance evidencing the aforesaid coverage.

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 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 or EDRS produced Family Review Sheet for each autopsy will be provided with the invoice. After review, and if found acceptable, 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, Florida 32641**

11. Miscellaneous.

11.01 Default and Termination. The failure of any party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting parties will notify the defaulting party in writing. This notification will make specific reference to the provision that gave rise to the default. The non-defaulting parties will give the defaulting party seven (7) days to cure the default. If the default situation is not corrected within the allotted time, the non-defaulting parties are authorized to provide final termination notice to the defaulting party. Any party to this Agreement may terminate the Agreement without cause by first providing at least thirty (30) days written notice to the other parties. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours notice in writing to the District Medical Examiner and University. The County will be the final authority as to the availability of funds. The County will pay the District Medical Examiner and University for all work completed prior to any notice of termination.

11.02 Assignment. Any rights or obligations under this Agreement shall not be assigned without the prior written consent of the non-assigning parties.

11.03 Modifications. Any modification of this Agreement or renewal hereof shall be reduced to writing and submitted to the parties for their written approval.

11.04 Notices. Except as otherwise provided herein, any notice, request, or approval from any party to any other party shall be in writing, certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery. The names and addresses of the County's representative, University's representative and the District Medical Examiner and representative are:

County: [Alachua]

Copy to: Jesse. K. Irby II
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting

And to

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

University:

Jennifer L. Hunt, M.D., M.Ed.
Chair, Department of Pathology, Immunology and
Laboratory Medicine
P. O. Box 100275
Gainesville, Florida 32610-0275

District Medical Examiner:

Thomas M. Coyne, M.D., Ph.D.
Office of Medical Examiner
3217 SW 47th Avenue
Gainesville, FL 32608

11.05 Non-Waiver. The failure of any party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

11.06 Severability. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

11.07 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties.

11.08 Collusion. By signing this agreement, the parties declare that this Agreement is made without any previous understanding, agreement, or connections with any persons, District Medical Examiners or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

11.09 Conflict of Interest. The parties each warrant that neither it nor any of its employees have any financial or personal interest which conflicts with the execution of this Agreement. Should any conflict of interest arise during the term of this Agreement, the party with the conflict of interest shall immediately notify the other parties of such conflict of interest due to any other clients, contracts, or property interests.

11.10 No Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

11.11 Governing Law and Venue. This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

11.12 Successors and Assigns. The parties bind each other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

11.13 Laws & Regulations. The District Medical Examiner will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The District Medical Examiner is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the District Medical Examiner is not familiar with state and local laws, ordinances, code rules and regulations, the District Medical Examiner remains liable for any violation and all subsequent damages or fines.

11.14 Project Records. The District Medical Examiner will retain all records relating to this Agreement for three years after the completion of all work is performed. The District Medical Examiner will make

available to the County and to University any and all records relating to this Agreement for copying and inspection upon written request of the County or University. Furthermore, the District Medical Examiner will make any records relating to this Agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

11.15 Construction. This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that all parties have substantially contributed to the preparation of this agreement.

11.16 Attachments. All attachments attached to this Agreement are incorporated into and made part of this Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement for District Medical Examiner Services, Physician Support Services, Non-Physician Support Services and Facility Use to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

**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**

By: _____
Date
Chair
Board of County Commissioners
Alachua County, Florida

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

ATTEST:

Jesse K. Irby II Date
Alachua County Clerk

DISTRICT MEDICAL EXAMINER

APPROVED AS TO FORM:

By: _____
Thomas M. Coyne, M.D., PhD. Date

Alachua County Attorney's Office Date