

**SECOND 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, 2019 by this **Second 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, 2020, 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, 2020, 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 2019/2020 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 Eighty-Two Thousand Eight Hundred Fifty-Eight Dollars and Sixty Cents (\$582,858.60). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Forty-Eight Thousand Five Hundred Seventy-One Dollars and Fifty-Five Cents (\$48,571.55), 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 **Second 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 **Second 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 **Second 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 **Second Amendment**, the terms of this **Second Amendment** shall control.

IN WITNESS WHEREOF, the parties have caused this **Second Amendment** 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
Name: _____
Chair
Board of County Commissioners

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

ATTEST

DISTRICT MEDICAL EXAMINER

By: _____
Alachua County Clerk Date

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

APPROVED AS TO FORM

Alachua County Attorney's Office Date

Attachment "A"
MEDICAL EXAMINER District 8 Budget
Effective October 1, 2019 - September 30, 2020

Operating Cost Fixed Expenses FY 19-20				Total
Salaries and Benefits			\$	706,053
Salary offset1 (Pro Fees reimbursed to UF for Salaries)			\$	(290,332)
Contractual Services Facilities			\$	16,060
Repairs and Maintenance (equipment and facilities)			\$	5,900
Data Processing (Internet and back up)			\$	8,000
Operating Supplies (Autopsy and Office)			\$	60,100
Rent (Building plus Records Storage at Iron Mountain)			\$	312,653
Printing & Reproduction			\$	1,600
Insurance, Liability and Auto			\$	8,600
Telephone, Postage, & Freight			\$	7,920
Travel/Meetings (Work Related/CME/CEU Requirements)			\$	12,864
Dues, Subscriptions, Library			\$	500
Miscellaneous (Utilities)			\$	32,400
Administration Fee (5%) ²			\$	92,362
Capital Expenses			\$	-
Net Operating Cost Expense				\$ 974,680

Entity	2018 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	463	59.8%	\$ 582,858.60	\$ 48,571.55
Baker	31	4.0%	\$ 38,987.16	\$ 3,248.93
Bradford	33	4.3%	\$ 41,911.20	\$ 3,492.60
Dixie	22	2.8%	\$ 27,291.00	\$ 2,274.25
Gilchrist	20	2.6%	\$ 25,341.72	\$ 2,111.81
Levy	69	8.9%	\$ 86,746.56	\$ 7,228.88
Union	8	1.0%	\$ 9,746.76	\$ 812.23
Dept of Corrections ³	128	16.5%	\$ 160,822.20	\$ 13,401.85
Total	774	99.90%	\$ 973,705.20	\$ 81,142.10
Rounding Adjustment			\$ 974.80	
Operating Cost Total Validation Check			\$ 974,680.00	\$ 81,223.33
Non-Corrections case average per month:				54
Avg. Operating Cost Per Case:				\$ 1,259.84
DOC ALL	128	100.00%	\$ 160,822.20	\$ 13,401.85
Total	128	100.00%	\$ 160,822.20	\$ 13,401.85
Rounding Adjustment			\$ -	
DOC Assessment Total Validation Check			\$ 160,822.20	
Corrections case average per month:				11
Avg. Operating Cost Per Case:				\$ 1,256.42

Expense Total Budget Estimator				FY 19-20
District 8 Operating Cost Assessment Total				\$ 974,680
Professional Services				
(Variable per case)	Fee ⁴	Cases Estimate	Total	\$ 966,465
Autopsy	\$ 775	607	\$ 470,425	To UF for Drs
External Examination	\$ 225	171	\$ 38,475	To UF for Drs
Investigative Report	\$ 150	5	\$ 750	To UF for Drs
Investigation (All Cases)	\$ 150	783	\$ 117,450	To UF for Drs
Tech Autopsy Fee	\$ 100	607	\$ 60,700	To UF for On-Call
Toxicology	\$ 170	607	\$ 103,190	To UF/DRL
Histology	\$ 175	607	\$ 106,225	To UF/DRL
Cremation Approval	\$ 25	2,770	\$ 69,250	To UF for Processing
Total Budget				\$ 1,941,145
Typical Total Cost per case				\$ 2,479

Note ¹ Autopsy, Exam, Invest, Tech & Cremation fees are reimbursed for cases by UF staff pathologists

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

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

Note ⁴ Professional fees are itemized in Attachment "C"

ATTACHMENT "B"
FY 19-20

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 19-20

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)	\$ 170.00
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.	