

**THIRD 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 1<sup>st</sup> 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 1<sup>st</sup> day of October, 2020 by this Third 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, 2021, 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 2020/2021 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-Six Thousand Nine Hundred Two Dollars and Seventy-Two Cents (\$586,902.72). Payment shall be made to UNIVERSITY in twelve (12) equal monthly

installments of the sum of Forty-Eight Thousand Nine Hundred Eight Dollars and Fifty-Six Cents (\$48,908.56), 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 24<sup>th</sup> 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 Third 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 Third 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 Third 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 Third Amendment, the terms of this Third Amendment shall control.

**IN WITNESS WHEREOF**, the parties have caused this Third Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Chair  
Board of County Commissioners

**ATTEST**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Alachua County Clerk

**APPROVED AS TO FORM**

DocuSigned by:  
*Robert C Swain*  
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Alachua County Attorney's Office Date \_\_\_\_\_

**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 \_\_\_\_\_  
Joseph A. Tyndall, M.D., MPH  
Interim Dean, College of Medicine  
University of Florida

**DISTRICT MEDICAL EXAMINER**

By: \_\_\_\_\_ Date \_\_\_\_\_  
William F. Hamilton, M.D.

**Attachment "A"**  
**MEDICAL EXAMINER District 8 Budget**  
**Effective October 1, 2020 - September 30, 2021**

<b>Operating Cost Fixed Expenses FY 20-21</b>				<b>Total</b>
Salaries and Benefits				\$ 668,821
Salary offset <sup>1</sup> (Pro Fees reimbursed to UF for Salaries)				\$ (301,294)
Contractual Services Facilities				\$ 23,660
Repairs and Maintenance (equipment)				\$ 5,500
Data Processing (Internet and back up)				\$ 7,500
Operating Supplies (Autopsy and Office)				\$ 67,300
Rent (Building plus Records Storage at Iron Mountain)				\$ 310,962
Printing & Reproduction				\$ 2,500
Insurance, Liability and Auto				\$ 9,250
Telephone, Postage, & Freight				\$ 6,920
Travel/Meetings (Work Related/CME/CEU Requirements)				\$ 2,500
Dues, Subscriptions, Library				\$ -
Miscellaneous (Utilities)				\$ 40,000
Administration Fee (5%) <sup>2</sup>				\$ 92,430
Capital Expenses				\$ -
<b>Net Operating Cost Expense</b>				<b>\$ 936,049</b>

  

Entity	2019 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	478	62.7%	\$ 586,902.72	\$ 48,908.56
Baker	33	4.3%	\$ 40,250.16	\$ 3,354.18
Bradford	40	5.2%	\$ 48,674.52	\$ 4,056.21
Dixie	25	3.3%	\$ 30,889.56	\$ 2,574.13
Gilchrist	20	2.6%	\$ 24,337.32	\$ 2,028.11
Levy	49	6.4%	\$ 59,907.12	\$ 4,992.26
Union	9	1.2%	\$ 11,232.60	\$ 936.05
Dept of Corrections <sup>3</sup>	109	14.3%	\$ 133,854.96	\$ 11,154.58
<b>Total</b>	<b>763</b>	<b>100.00%</b>	<b>\$ 936,048.96</b>	<b>\$ 78,004.08</b>
<i>Rounding Adjustment</i>			\$ 0.04	
<b>Operating Cost Total Validation Check</b>			<b>\$ 936,049.00</b>	<b>\$ 78,004.08</b>
Non-Corrections case average per month:				55
Avg. Operating Cost Per Case:				\$ 1,226.60
DOC ALL	109	100.00%	\$ 133,854.96	\$ 11,154.58
<b>Total</b>	<b>109</b>	<b>100.00%</b>	<b>\$ 133,854.96</b>	<b>\$ 11,154.58</b>
<i>Rounding Adjustment</i>			\$ -	
<b>DOC Assessment Total Validation Check</b>			<b>\$ 133,854.96</b>	
Corrections case average per month:				9
Avg. Operating Cost Per Case:				\$ 1,228.03

  

<b>Expense Total Budget Estimator</b>				<b>FY 20-21</b>
<b>District 8 Operating Cost Assessment Total</b>				<b>\$ 936,049</b>
<b>Professional Services</b>	<b>Cases Estimate</b>			
(Variable per case)	Fee <sup>4</sup>	Total		\$ 986,190
Autopsy	\$ 775 608	\$ 471,200	To UF for Drs	
External Examination	\$ 225 175	\$ 39,375	To UF for Drs	
Investigative Report	\$ 150 7	\$ 1,050	To UF for Drs	
Investigation (All Cases)	\$ 150 790	\$ 118,500	To UF for Drs	
Tech Autopsy Fee	\$ 100 608	\$ 60,800	To UF for On-Call	
Toxicology	\$ 180 608	\$ 109,440	To UF/DRL	
Histology	\$ 175 608	\$ 106,400	To UF/DRL	
Cremation Approval	\$ 25 3,177	\$ 79,425	To UF for Processing	
<b>Total Budget</b>			<b>\$ 1,922,239</b>	
<b>Typical Total Cost per case</b>			<b>\$ 2,433</b>	

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 20-21**

**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 20-21

Variable Expense Fee List	
<b>Professional Fees:</b>	
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
<b>Technical Fees (see note 2):</b>	
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	\$ 190.00
<b>Notes:</b>	
(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.	