

**SEVENTH AMENDMENT TO
THREE-PARTY AGREEMENT BETWEEN
LEVY 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, 2013 ("Effective Date"), by and among **LEVY 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, 2020 ("Effective Date") by this Seventh 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 UNDER THIS AGREEMENT AND UNDER CHAPTER 406, FLA. STAT., FOR MEDICAL EXAMINER SERVICES FOR 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 Fifty-Nine Thousand, Nine Hundred

Seven Dollars and Twelve Cents (\$59,907.12). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Four Thousand Nine Hundred Ninety-Two Dollars and Twenty-Six Cents (\$4,992.26), 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:

**Levy County Board of County Commissions
Attn: Karen Blackburn
P.O. Box 310
Bronson, FL 32621**

4. **Attachment A** to the Agreement is hereby deleted and replaced with the revised version of **Attachment A** that is attached to this Seventh 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 Seventh 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 Seventh 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 Seventh Amendment, the terms of this Seventh Amendment shall control.

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

LEVY 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: _____
Matthew Brooks Date
Chair
Board of County Commissioners

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

ATTEST

Danny J. Shipp,
Levy County Clerk Date _____

DISTRICT MEDICAL EXAMINER

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

APPROVED AS TO FORM:

Anne Bast Brown

Anne Bast Brown,
Levy County Attorney Date 9-16-2020

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

Operating Cost Fixed Expenses FY 20-21		Total
Salaries and Benefits	\$	668,821
Salary offset ¹ (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%) ²	\$	92,430
Capital Expenses	\$	-
Net Operating Cost Expense	\$	936,049

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	\$ 938.05
Dept of Corrections ³	109	14.3%	\$ 133,854.96	\$ 11,154.58
Total	783	100.00%	\$ 936,048.96	\$ 78,004.08
<i>Rounding Adjustment</i>			\$ 0.04	
Operating Cost Total Validation Check			\$ 936,049.00	\$ 78,004.08
		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
Total	109	100.00%	\$ 133,854.96	\$ 11,154.58
<i>Rounding Adjustment</i>			\$ -	
DOC Assessment Total Validation Check			\$ 133,854.96	
		Corrections case average per month:		9
		Avg. Operating Cost Per Case:		\$ 1,228.03

Expense Total Budget Estimator				FY 20-21
District 8 Operating Cost Assessment Total				\$ 936,049
Professional Services				
(Variable per case)	Fee⁴	Cases Estimate	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
Total Budget				\$ 1,922,239
Typical Total Cost per case				\$ 2,433

^{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	
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)	\$ 180.00
Cremation Fee	\$ 25.00
Body Transport by ATS	\$ 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.	