**FIFTH AMENDMENT TO THE CONTRACT**
**BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**
**FOR MEDICAL DIRECTOR SERVICES FOR LEVY COUNTY**
**DEPARTMENT OF SAFETY**

**THIS FIFTH AMENDMENT,** by and between **LEVY COUNTY, a political subdivision of the State of Florida ("County")** and **THE UNIVERSITY OF FLORIDA BOARD OF TRUSTES**, **FOR THE BENEFIT OF THE DEPARTMENT OF EMERGENCY MEDICINE, COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA ("University")**, is made effective as of the date of last signature ("Fifth Amendment Effective Date").

RECITALS

Whereas, County and University entered into a Contract for Medical Director Services with an effective date of August 20, 2013 (the "Contract");

Whereas, the Contract has been amended and extended by subsequent letter of First Extension effective September 22, 2015; letter of Second Extension effective July 18, 2017; First Amendment, effective August 22, 2019; Second Amendment effective December 2, 2019; Third Amendment effective August 22, 2022; and Fourth Amendment and with an expiration date of November 19, 2026;

Whereas, the parties desire to further amend and further extend the Contract;

Now, therefore, in consideration of the mutual covenants set forth in this Fifth Amendment, the parties agree as follows:

A. The term of this Contract is extended and shall have an expiration date of December 31, 2027.

B. As of the Fifth Amendment Effective Date, Section 5.1.7 shall be added to the Contract and shall read as follows:
5.1.7 Allocation of Time/Reporting Requirement. University, through its Faculty Physician(s), shall provide the Administrative Services for approximately twenty four (24) hours per month up to Two Hundred eighty-eight (288) hours per year, averaged annually. The Parties shall mutually agree upon the days, times, and hours, from time to time, as necessary to provide Administrative Services. On a monthly basis, University shall direct the Medical Director to provide to the Department Finance Team a report summarizing the Administrative Services provided in the preceding month, which University will use to create its quarterly invoice as described in Section 3.1. The reporting will be submitted through a Medical Director Activity & Hours Log, which is hereby attached to this Agreement as Exhibit A.

C. As of the Fifth Amendment Effective Date, Section 3.01 of the Contract shall be deleted in its entirety and replaced with the following:
3.01 Compensation. University shall be paid at a rate of $55,456 annually to provide the System Medical Direction services provided herein. University shall invoice County the sum of $13,864 on or about the last working day of each quarterly period for services provided in the just-concluded quarter. Payments shall be made by County pursuant to the

Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by University.

D. As of the Fifth Amendment Effective Date, Exhibit A attached to this Fifth Amendment is hereby added to, and incorporated by reference into, the Contract as Exhibit A hereto.

E. Other than as set forth in this Fifth Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect, and are ratified by the parties, and this Fifth Amendment shall be deemed a part of the Contract. In the event of a conflict between the terms of the Contract and this Fifth Amendment, the terms of the Fifth Amendment shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fifth Amendment to be executed in several counterparts, each of which shall be deemed an original, as of the Fifth Amendment Effective Date.

**LEVY COUNTY BOARD OF COUNTY COMMISSIONERS**

_____

Tim Hodge Date
Chair
Levy County Board of County Commissioners

**THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, FOR THE BENEFIT OF THE COLLEGE OF MEDICINE, UNIVERSITY OF FLORIDA**

_____

Brian Hoh, MD, MBA Date
Dean, College of Medicine
Folke H. Peterson Dean's Distinguished Professor
James & Brigitte Marino Family Professor of Neurosurgery
University of Florida

**ATTEST:** Clerk of the Circuit Court and Ex Officio Clerk to the Board of County Commissioners

_____

Matt Brooks, Clerk

APPROVED AS TO FORM:

_____

, County Attorney

# Exhibit A – Medical Director Activity & Hours Log

Entity: _____
Medical Director Name: _____
Month/Year: _____

Daily Activity Log:

| Date | Description of Duties | Start Time | End Time | Total Hours |
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Monthly Total Hours: _____

I hereby attest to the accuracy of hours and duties reported.

Medical Director Signature: _____ Date: _____

Administrator Signature: _____ Date: _____