

**NINTH 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, 2022 (“Effective Date”) by this **Ninth 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, 2023, 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, 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.

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 One Hundred Fourteen Thousand,

Thirty-Two Dollars and Seventy-Six Cents (\$114,032.76). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Nine Thousand, Five Hundred Two Dollars and Seventy-Three Cents (\$9,502.73), 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: Wilbur Dean
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 **Ninth 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 **Ninth 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 **Ninth Amendment** and is hereby incorporated into the Agreement by reference.

6. In the event of a conflict between the terms of the Agreement and this **Ninth Amendment**, the terms of this **Ninth Amendment** shall control.

IN WITNESS WHEREOF, the parties have caused this **Ninth 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: _____
Name: Russell Meeks, Jr. Date
Chair
Board of County Commissioners

By: _____
Colleen G. Koch, M.D., M.S., M.B.A. Date
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:

Nicolle Shalley,
Levy County Attorney Date _____