

**EIGHTH 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, 2021 (“Effective Date”) by this **Eighth 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, 2022, 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, 2022, 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 2021/2022 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 Sixty-One Thousand, Eighty Dollars

and Thirty-Six Cents (\$61,080.36). Payment shall be made to UNIVERSITY in twelve (12) equal monthly installments of the sum of Five Thousand Ninety Dollars and Three Cents (\$5,090.03), 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 **Eighth 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 **Eighth 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 **Eighth 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 **Eighth Amendment**, the terms of this **Eighth Amendment** shall control.

IN WITNESS WHEREOF, the parties have caused this **Eighth 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: John Meeks 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:

Interim County Attorney,
Date _____

Attachment "A"
MEDICAL EXAMINER District 8 Budget
Effective October 1, 2021 - September 30, 2022

Operating Cost Fixed Expenses FY 21-22				Total
Salaries and Benefits			\$	731,629
Salary offset ¹ (Pro Fees reimbursed to UF for Salaries)			\$	(267,010)
Contractual Services Facilities (Records storage, Biohazard)			\$	35,000
Repairs and Maintenance (Equipment, vehicles)			\$	5,000
Data Processing (Internet and back up)			\$	12,500
Operating Supplies (Autopsy and Office)			\$	65,000
Rent			\$	307,390
Printing & Reproduction			\$	3,000
Insurance, Liability and Auto			\$	9,500
Telephone, Postage, & Freight			\$	4,000
Travel/Meetings (Work Related/CME/CEU Requirements)			\$	10,000
Dues, Subscriptions, Library			\$	500
Miscellaneous (Utilities, Fuel)			\$	40,000
Administration Fee ²			\$	96,600
Capital Expenses			\$	-
Net Operating Cost Expense				\$ 1,053,109
Entity	2020 Year Actual	% of Caseload	Annual Assessment	Monthly Assessment
Alachua	591	64.6%	\$ 680,308.44	\$ 56,692.37
Baker	35	3.8%	\$ 40,018.20	\$ 3,334.85
Bradford	44	4.8%	\$ 50,549.28	\$ 4,212.44
Dixie	28	3.1%	\$ 32,646.36	\$ 2,720.53
Gilchrist	17	1.9%	\$ 20,009.04	\$ 1,667.42
Levy	53	5.8%	\$ 61,080.36	\$ 5,090.03
Union	13	1.4%	\$ 14,743.56	\$ 1,228.63
Dept of Corrections ³	133	14.6%	\$ 153,753.96	\$ 12,812.83
Total	914	100.00%	\$ 1,053,109.20	\$ 87,759.10
<i>Rounding Adjustment</i>			\$	(0.20)
Operating Cost Total Validation Check			\$ 1,053,109.00	\$ 87,759.08
Non-Corrections case average per month:				65
Avg. Operating Cost Per Case:				\$ 1,151.54
DOC ALL	133	100.00%	\$ 153,753.96	\$ 12,812.83
Total	133	100.00%	\$ 153,753.96	\$ 12,812.83
<i>Rounding Adjustment</i>			\$	-
DOC Assessment Total Validation Check			\$ 153,753.96	
Corrections case average per month:				11
Avg. Operating Cost Per Case:				\$ 1,156.04

Expense Total Budget Estimator				FY 20-21
District 8 Operating Cost Assessment Total				\$ 1,053,109
Professional Services		Cases Estimate		
(Variable per case)	Fee ⁴		Total	\$ 1,023,210
Autopsy	\$ 775	607	\$ 470,425	To UF for Drs
External Examination	\$ 225	187	\$ 42,075	To UF for Drs
Investigative Report	\$ 150	120	\$ 18,000	To UF for Drs
Investigation (All Cases)	\$ 150	914	\$ 137,100	To UF for Drs
Tech Autopsy Fee	\$ 100	607	\$ 60,700	To UF for On-Call
Toxicology	\$ 180	607	\$ 109,260	To UF/DRL
Histology	\$ 175	607	\$ 106,225	To UF/DRL
Cremation Approval	\$ 25	3,177	\$ 79,425	To UF for Processing
Total Budget				\$ 2,076,319
Typical Total Cost per case				\$ 2,272

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 21-22

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 21-22

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 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.	