

AGREEMENT BETWEEN THE
DIVISION OF HEALTH
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES
AND
THE COUNTY COMMISSION
OF Nassau COUNTY
MEDICAL EXAMINERS DISTRICT 4

THIS AGREEMENT entered into the first day of July, 1974, establishes a working relationship between the Division of Health, State of Florida, hereinafter referred to as the Division, and the County Commission, Nassau County, hereinafter referred to as the County, for Fiscal Year 1974-75;

WITNESSETH:

WHEREAS, Chapter 406 of the Florida Statutes has established a Medical Examiners' Commission and program within the state and empowered it to develop districts and implement a program to carry out the general intent and purposes of said Chapter; and

WHEREAS, the Medical Examiners' Commission and the Division did recommend, and the Legislature did appropriate funds in the amount of \$1,404,000 for the Fiscal Year 1974-75; and

WHEREAS, said purposes include the establishment, by the Division, of a program for the partial reimbursement of funds expended by the County for the provision of medical examiner services; and

WHEREAS, said state reimbursement funds are to be used to supplement and augment existing medical examiner services or provide such services in areas in which they did not previously exist; and

WHEREAS, said state reimbursement funds are not to replace present funds expended by the County for medical examiner services; and

WHEREAS, said funds will be allocated to the County on the basis of an average rate calculated to defray approximately sixty percent (60%) of the costs incurred for medical examiners' service in violent deaths; and

WHEREAS, the Division has designated the County as qualified to undertake the provision of such services through the District Medical Examiner and his officially designated Associate Medical Examiner(s);

I. NOW, THEREFORE, the County agrees to the following:

- A. The County shall use those funds granted by the Division:
 1. To defray sixty percent (60%) of the costs incurred for medical examiner services in cases of official violent death (accidents, suicides, homicides, and undetermined); certified as such when the underlying cause of death, as listed in Part I of the Medical Certification of Death, indicates the death was due to violence, poisoning or external physical trauma, and the manner of death is listed as accident, homicide, suicide, or undetermined.
 2. To cooperate in the development of new or improved medical examiner services for the County and the Medical Examiner District.
- B. Funds granted by the Division shall not be used to replace any funds currently being spent by the County for any medical examiner services.
- C. Establish appropriate working arrangements with the other counties in Medical Examiner District Number 4 and other such counties as may be necessary to provide uniform medical examiner services for the area.
- D. Provide records including an Accession Register, case records, and copies of death certificates shall be retained by the District Medical Examiner on behalf of the County as a permanent record for purposes of examination and audit as may be necessary.
- E. Submit to the Division an annual report of total medical examiner activity; said report to be on a form provided by the Division and to be submitted within thirty (30) days of the close of the calendar year.
- F. Provide all services and facilities as may be necessary to carry out the intent of Chapter 406, Florida Statutes, and to provide such medical examiner services as may be required to cover adequately all other cases which are the responsibility of the Medical Examiner under said chapter.
- G. Allocate a minimum total of \$ 3,700 as a forty percent (40%) share of the cost of medical examiners' services in cases of violent deaths.

II. NOW, THEREFORE, the Division agrees to the following:

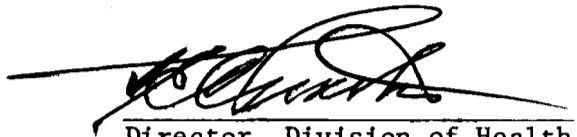
- A. Allocate to the County the total sum of \$ 5,600 for processing 32 cases of violent deaths at an average rate of \$175.00 per case. The Division retains the right and responsibility for adjusting the rate of reimbursement so as to remain within budget limits.
- B. Disburse the funds on a monthly basis upon receipt, by the 15th day of the following month, from the Chairman of the County Commission or his designated representative, of a properly certified voucher for payment, listing the case numbers, of the violent deaths as processed for the County by the District Medical Examiner and/or his officially appointed Associate Medical Examiner(s).

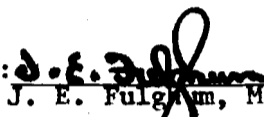
III. This agreement may be cancelled at any time by either party giving to the other not less than thirty (30) days written notice, certified mail, return receipt requested, that on and after a date herein specified the agreement shall be deemed terminated and cancelled.

IV. This agreement is terminated as of June 30, 1975.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.


Chairman, County Commission


Director, Division of Health
Department of Health and
Rehabilitative Services

ATTEST: 
J. E. Fulghum, M.D., Chief
Bureau of Adult Health and
Chronic Diseases