

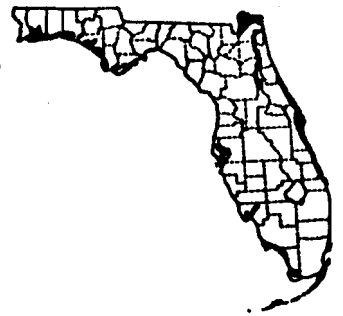


NASSAU COUNTY

BOARD OF COUNTY COMMISSIONERS

FERNANDINA BEACH, FLORIDA 32034

D. O. OXLEY, EX-OFFICIO CLERK



JOHN F. ARMSTRONG, SR.
CHAIRMAN
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DIST. NO. 3 YULEE
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DIST. NO. 4 HILLIARD

July 23, 1975

ARTHUR I. JACOBBS
ATTORNEY
RICHARD L. KING, P.E.
COUNTY ENGINEER
MELVIN F. DOUGHERTY
BUILDING OFFICIAL
AND INSPECTOR

City of Jacksonville
Duval County Courthouse
Jacksonville, Florida

Dear Sir:

Enclosed please find Agreement between the City of Jacksonville and Nassau County, which has been fully executed by Nassau County. Please execute and return same to this office for our files.

Very truly yours,

D. O. Oxley
Ex-Officio Clerk

DOO/gg

Enc.

AGREEMENT BETWEEN

THE CITY OF JACKSONVILLE AND NASSAU COUNTY

THIS AGREEMENT, made and entered into in duplicate this 22nd day of July, 1975, by and between the City of Jacksonville, hereinafter called City and Nassau County, a county government in the State of Florida, hereinafter called "County".

WHEREAS, Florida Statutes, Chapter 396, known as the Meyers Act provides for the prevention, control and treatment of alcoholism and the State has made funds available to local communities pursuant to said Act, and

WHEREAS, Florida Statutes, Chapter 394, Part 4, establishes the District Mental Health Board Number Six to promote such alcoholism services, to encourage and coordinate local community efforts and to provide funds therefor, and

WHEREAS, the City of Jacksonville, Division of Mental Health has been designated by the State of Florida, Division of Mental Health to supervise a comprehensive alcoholism program in the City and in the local district composed of the Counties of Duval, Baker, Clay and Nassau, and

WHEREAS, said District Board has requested that the City provide alcoholism services at the City's facilities for individuals referred by the other Counties within the District where alcoholism programs are currently unavailable and said Board shall contribute State funds to such Counties who shall pay the City for such services according to a fee schedule (Exhibit "A") established by the City's Division of Mental Health, now therefore,

IN CONSIDERATION of the premises and mutual covenants and undertakings, the parties hereto, for themselves and their personal representatives and successors, do hereby agree as follows:

1. The City agrees to provide alcoholism services and the County agrees to pay for such services actually rendered.

2. The City shall provide alcoholism services, including but not limited to non-medical detoxification, individual therapy, group therapy and educational therapy and the City shall have employed qualified, competent and experienced individuals to provide said services.

3. The County shall pay for such services actually rendered according to a schedule of rates and charges established by the City of Jacksonville, Division of Mental Health (hereinafter referred to as "Division") which rates and charges shall be reasonable to reflect actual costs and shall be uniform among the various counties of the District. The County shall make payment to the City within fifteen (15) days after submission of a monthly invoice from the Division covering the services rendered in the prior month. Such invoices shall contain such information as may be reasonable and necessary.

The County agrees to provide or cause to be provided necessary medical services and hospitalization to any such person referred by the County and brought to the City facility prior to bringing any such person to the City facility. In the event that emergency medical care and hospitalization is necessary for any such person while at the City facility, the County agrees to provide or cause to be provided such necessary medical care and hospitalization either at a hospital in its County or at a hospital in the City.

4. The County authorizes the physician and/or charge nurse of the City facility to determine the need for any such emergency medical care and hospitalization for any such person brought by the County and authorizes such persons to cause same to be provided at UHJ. However, for any treatment that requires more than 48 hours hospital care, the City shall notify the County by telephone, and where possible, and in keeping with normal health care considerations as

determined solely by the attending physician at University Hospital of Jacksonville, arrange to have such person transferred to Humphreys Memorial Hospital in Fernandina Beach.

5. The County agrees to pay for all said emergency medical care and hospitalization and shall indemnify, defend and hold harmless the City from and against any hospital or physician's charges or fees arising from or in connection with same.

6. The County shall not terminate or modify said Agreement without fifteen (15) days prior notice to the Chief, Division of Mental Health, City of Jacksonville.

7. The County agrees to provide and pay the costs of transporting individuals to and from the City's Alcoholism facilities. The City reserves the right to accept or reject any individual referred by the County when deemed by the City to be unsuitable, disruptive, or detrimental to the treatment facility or the program. The County agrees to transport any and all individuals from the treatment facility within forty-eight (48) hours or sooner if possible upon notification by the City. The City agrees to provide room and board and charge reasonable rates therefor while the individual is at the City's treatment facility.

7a. In all cases of admissions to University Hospital of Jacksonville, Nassau County will be billed and shall pay for all services rendered by University Hospital of Jacksonville. All billings will be at the current Medicaid rates. University Hospital of Jacksonville will determine the patient's financial status and apply for reimbursement for services rendered from insurance or other third party sources. If and when University Hospital of Jacksonville obtains such reimbursement, University Hospital of Jacksonville will then reimburse Nassau County to the extent that Nassau County has paid University Hospital of Jacksonville for the same services.

8. The term of this Agreement shall commence on the day and year above first written and shall terminate on June 30, 1975, provided that this Agreement shall be extended until June 30, 1976, subject to funds being made available to the parties hereto. This Agreement may be terminated by either party upon thirty (30) days advance written notice, provided that either party may terminate immediately in the event that funds shall be withheld, exhausted or otherwise unavailable.

9. This Agreement may be amended by mutual consent of the parties hereto.

10. The maximum indebtedness of the County under this Agreement shall not exceed

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first above written.

THE CITY OF JACKSONVILLE

BY: *[Signature]*

ATTEST: _____

NASSAU COUNTY

BY: *John F. Armstrong Sr.*

ATTEST: _____

Form Approved:
