

## **INTERAGENCY AGREEMENT**

**between  
City of Jacksonville  
and  
Nassau County**

This Interagency Agreement is entered into this 1st day of June, 1995, between the Mayor, City of Jacksonville, and the Board of County Commissioners, Nassau County, to provide for the allocation of funds pursuant to Title I of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990, Public Law 101-381.

Pursuant to the Act, the Mayor, City of Jacksonville, as the Chief Elected Official (CEO) for the Eligible Metropolitan Area (EMA) of Duval, Clay, Nassau, and St. Johns counties, is charged with allocating funds to political subdivisions within the EMA.

The Title I administering agency for the City of Jacksonville will be the Mental Health and Welfare Division of the Community Services Department. The Title I administering agency for Nassau County will be the HRS/Nassau County Public Health Unit.

Whereas, the Metropolitan Jacksonville Area HIV Health Services Planning Council (HIV Planning Council) was established by the CEO to:

1. Establish priorities for the allocation of funds within the eligible areas;
2. Develop a comprehensive plan for the organization and delivery of health services that is compatible with any existing state or local plan regarding the provision of health services to individuals with HIV disease; and
3. Assess the efficiency of the administrative mechanism in rapidly allocating funds to the areas of greatest need within the eligible area.

Whereas, the CEO shall use amounts received under these grants to provide direct financial assistance for the purpose of delivering or enhancing HIV-related:

1. Outpatient and ambulatory health and support services, including case management and comprehensive treatment services for individuals and families with HIV disease; and
2. Inpatient case management services that prevent unnecessary hospitalization or that expedite discharge, as medically appropriate, from inpatient facilities.

Whereas, the cumulative total of AIDS cases in the counties of Clay, Nassau, and St. Johns counties represents approximately twelve percent (12%) of the total case count for the EMA.

Whereas, the HIV Planning Council voted to allocate 12% of the Formula and Supplemental Grant service funds to the counties of Clay, Nassau, and St. Johns.

Whereas, the HIV Planning Council directed its representatives from Clay, Nassau, and St. Johns Counties

etermine the allocation of funds for each county and to adopt a spending plan for the use of these funds.

Whereas, the HIV Planning Council has prioritized the expenditure of \$269,848 for Clay, Nassau, and St. Johns Counties.

Whereas, Nassau County has proposed a plan to spend \$66,711 for the care of people living with HIV/AIDS.

Now, Therefore, the undersigned, representing the government of Nassau County and the City of Jacksonville agree to the following:

1. The Nassau County government agrees to provide services under this Agreement from June 1, 1995 to November 27, 1995, for the Title I CARE Act Formula Grant; and from July 1, 1995 to February 26, 1996, for the Title I CARE Act Supplemental Grant according to the approved scope of services and budget attached and made a part hereof.
2. The Nassau County government agrees to assure that the level of expenditures by such political subdivision for HIV-related services for individuals with HIV disease will be maintained at a level equal to the level of expenditures by the county for the one-year period preceding the first fiscal year for which a grant is received by the eligible area.
3. The City of Jacksonville, upon receipt of the signed Agreement, shall provide a lump sum payment to Nassau County government in the amount of \$33,136 in Formula Grant funds. A lump sum payment of \$33,575 in Supplemental Grant funds shall be made upon approved expenditure of all Formula Grant funds. These amounts include an additional \$25,711 requested by Nassau County to provide expanded services and purchase equipment for data handling. St. Johns and Clay counties concurred with this request on June 22, 1995.
4. The Nassau County government agrees to participate in the evaluation of the project(s) by staff of the City of Jacksonville, Division of Mental Health and Welfare, representatives of the Metropolitan Jacksonville Area HIV Health Planning Council and/or HRSA-approved external evaluators with the assurance that client confidentiality will be maintained and to ensure that subgrantees also agree to participate in this process as a condition of the grant.
5. The Nassau County government agrees to submit a monthly expenditure report and program narrative report identifying: (1) progress in implementing funded programs/services; (2) any problems that arise; and (3) strategies for resolving the problems identified; on or before the fifteenth (15th) of every month for the term of this Agreement.
6. The Nassau County government agrees to submit a monthly report of the unduplicated number and demographic characteristics of each client receiving services funded by Title I as well as client transmission categories, stage of HIV-related illness at time of intake, and the insurance status of clients in a format provided by the City of Jacksonville, Division of Mental Health and Welfare.
7. The Nassau County government agrees to submit a Year-End expenditure report on or before December 20, 1995, for Formula Grant funds and on or before March 20, 1996, for Supplemental Grant funds which identifies (1) the cumulative obligation and disbursement of

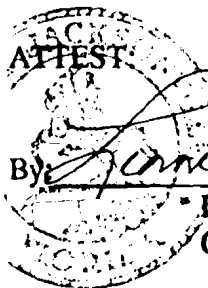
Supplemental Grant funds which identifies (1) the cumulative obligation and disbursement of funds, and (2) a financial statement that identifies the amount of funds received and the amount expended for each category of services provided.

8. The Ryan White CARE Act requires that funds will be utilized in a cost-effective manner which is immediately responsible to demonstrated need. To ensure that this objective is met, the Nassau County government agrees to voluntarily participate in the reallocation of funds authorized under this Agreement if Nassau County is unable, for any reason, to fully utilize the contracted amount. The Nassau County government also agrees to notify the City of Jacksonville as soon as possible when under-utilization becomes apparent. The City of Jacksonville will also notify Nassau County when fiscal records indicate the potential for under-utilization of contracted funding.
9. The Nassau County government agrees that in the provision of services with assistance provided under Title I, any charges for services will be made in accordance with the provision of the CARE Act, Section 2605(d) attached hereto and made a part hereof.
10. This Agreement recognizes the Nassau County government may subcontract certain services. The subcontractors shall be identified by Nassau County. Services furnished by Nassau County's subcontractors shall be subject to supervision by Nassau County government. Employee compensation, personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Nassau County government or the subcontractor.
11. The Nassau County government agrees to comply with Federal and State laws, rules and regulations of the City of Jacksonville's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin, and agrees to provide services without regard to ability to pay or the current or past health condition of an individual, and in settings accessible to low-income persons.
12. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.
13. The Nassau County government agrees that all work done as part of this Agreement will comply fully with all the administrative and other requirements established by applicable Federal and State laws, rules and regulations and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the City of Jacksonville for any loss of funds or resources resulting from non-compliance by the Nassau County government, its staff, agents, or subcontractor, as revealed in any subsequent audits.
14. If, through any cause, the Nassau County government shall fail to fulfill its obligations under this Agreement in a timely and proper manner or in the event that any of the provisions or stipulations of this Agreement are violated by the Nassau County government, the City of Jacksonville shall thereupon have the right to terminate the Agreement in whole or in part. Should the City of Jacksonville exercise its right to terminate this Agreement under the provision of this paragraph, the termination shall be accomplished in writing (delivered by hand

or certified mail, return receipt requested) and shall specify the reason and termination date. The Nassau County government will be required to submit the final expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon notice of termination of this Agreement, the Nassau County government shall not incur obligations after date of notice.

- 15. In the event Nassau County government determines it is no longer in its best interest to continue its contractual arrangement with the City of Jacksonville, Nassau County may likewise terminate this Agreement by giving at least thirty (30) calendar days prior notice in writing (delivered by hand or certified mail, return receipt requested) to the City of Jacksonville stating reasons for and date of such termination. Nassau County will submit the final expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon notice to the City of Jacksonville of termination date, Nassau County shall not incur obligations after date of notice.

In Witness Hereof, the parties hereto have set their hands and affixed their seals.



By: [Signature]  
Linnie C. Williams  
Corporate Secretary

City of Jacksonville

[Signature]  
L. A. Hester  
Chief Administrative Officer  
Mayor

WITNESSED:

By: [Signature]  
T. J. "Jerry" Greeson, Ex-Officio Clerk

Nassau County

By: [Signature]  
Jimmy L. Higginbotham

APPROVED AS TO FORM BY THE NASSAU COUNTY ATTORNEY:

[Signature]  
MICHAEL S. MULLIN

[Signature]  
Chair, Nassau Co Board of Co Commissioners

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and provision has been made for the payment of the monies provided therein to be paid.

[Signature]  
Director of Administration and Finance

Contract No. 7367 724

Form Approved:

[Signature]  
Assistant General Counsel

161170-0100 = \$ 77,176.  
761163-0100 2 23,575.