

MEMORANDUM OF UNDERSTANDING

Edward Byrne Memorial/ JAG Grant 2014-2015

This Memorandum of Understanding (MOU) establishes a partnership between United Way of Broward County Commission on Substance Abuse (hereinafter "UWBCCSA") and City of Fort Lauderdale (hereinafter "Provider") for the purpose of defining the roles and responsibilities of the parties as it relates to the Edward Byrne/JAG Grant Program Operation Trendbuster 4 for Funding Year 2014-2015.

PURPOSE AND SCOPE

The Byrne/JAG Grant Program, administered in Broward County by the United Way of Broward County Commission on Substance Abuse (UWBCCSA), is a partnership among federal, state, and local governments to create safer communities. The Byrne/JAG Grant Program was created by the Anti-Drug Abuse Act of 1988. In Broward County it places emphasis on drug-related crime and violent crime. It falls under the jurisdiction of FDLE, Office of Criminal Justice Grants and is administered in Broward County by UWBCCSA. The Byrne/JAG Program is a blend of the previous Edward Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG) Programs.

Together, the Parties enter into this Memorandum of Understanding (MOU) to mutually implement broad-based strategies to promote effective substance abuse prevention, intervention, and enforcement programs to support science-based/evidence-based principles and promising practices. Accordingly, the Provider and the UWBCCSA operating under this MOU, agree as follows:

UWBCCSA RESPONSIBILITIES

- 1) Provide administrative oversight that includes quality assurance, monitoring, technical assistance, and contractual compliance for all funded programs to promote quality and excellence.
- 2) Provide technical assistance and/or consultation related to program and fiscal reporting, program outputs and outcomes, and other compliance matters.
- 3) Review program reports submitted to ensure they are complete, accurate and in compliance with FDLE requirements.
- 4) Process program reports into the Simon System.
- 5) Conduct Project Director and Prevention Action Team meetings as needed to inform Providers about relevant contract/program information to facilitate contract compliance and program effectiveness and to enhance coordination of substance abuse prevention services.
- 6) Respond to program inquiries and requests in a timely manner.
- 7) Monitor effective utilization of program funding.
- 8) Conduct on-site monitoring visits to ensure compliance with requirements and quality of programming delivered and prepare reports describing the results of the monitoring.

- 9) Perform Mid-Year and End-of-Year Contract Performance Reviews to assess contract compliance and program performance and to inform funding allocation decisions.
- 10) Coordinate grant adjustment(s) for programs seeking contract revision(s).
- 11) Coordinate the de-obligation process for programs that are not in compliance with FDLE and UWBCCSA requirements
- 12) Facilitate the sharing of information across Providers and Unit of Government through presentations and other communication tools regarding program/compliance topics, current trends in substance use/abuse data and interrelated issues, and other relevant information.

PROVIDER RESPONSIBILITIES

- 1) **Compliance** – Provider shall adhere to all terms, provisions, and standard conditions, including addendums thereto, of the FDLE Application for Funding Assistance and Award Certificate and the Unit of Government Contract.
- 2) **FDLE Quarterly Performance Report** – This is a quarterly report that shows progress on objectives set forth in the grant application. Program Providers are required to submit this report (one (1) original signed paper copy and one (1) electronic Microsoft Word copy) to the United Way of Broward County Commission on Substance Abuse (UWBCCSA) office by the **5th day** after the quarter ends (January 5th, April 5th, July 5th, and October 5th). Requested revisions to incomplete or incorrect reports must be submitted to UWBCCSA by the **10th calendar day** or within 48 hours of receiving notification about needed revisions, whichever is later. If the reporting date falls on a weekend or holiday, reports are expected in the UWBCCSA office the next business day. **Incomplete, inaccurate or missing reports will be considered late after the 10th calendar day or the adjusted due date.** Timeliness and error rate will be review items in the Contract Performance Report.
- 3) **UWBCCSA/Byrne/JAG Quarterly Outcome & Financial Report** - This quarterly UWBCCSA/Byrne/JAG report shows progress on FDLE uniform objectives/outcomes, established outcome indicators, and the status of funding utilization. Program Providers are required to submit this report (one (1) original signed paper copy and one (1) electronic Microsoft Excel copy) to the United Way of Broward County Commission on Substance Abuse (UWBCCSA) office by the **5th day** after the quarter ends (January 5th, April 5th, July 5th, and October 5th). Requested revisions to incomplete or incorrect reports must be submitted to UWBCCSA by the **10th calendar day** or within 48 hours of receiving notification about needed revisions, whichever is later. If the reporting date falls on a weekend or holiday, reports are expected in the UWBCCSA office the next business day. **Incomplete, inaccurate or missing reports will be considered late after the 10th calendar day or the adjusted due date.** Timeliness and error rate will be review items in the Contract Performance Report.
- 4) **Quarterly Financial Invoices** - Financial invoices and support documentation for reimbursement must be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system thirty (30) days after the end of the reporting period. All project expenditures reports shall be submitted in sufficient detail for pre-audit and post-audit. Reports will be submitted even when no reimbursement is being requested.
- 5) **Monitoring Process** – Provider agrees to permit UWBCCSA and/or FDLE to perform scheduled or unscheduled monitoring visits, reviews and/or evaluations of the funded program during the course of the contract year. Programs may be monitored for fiscal/administrative and programmatic compliance with the FDLE Agreement and Terms and Conditions using approved tools. A report of monitoring findings will be delivered to the Provider, and Provider will submit a Corrective Action Plan and rectify all deficiencies noted within the period of time specified in the report if indicated. Follow-up Quality Assurance visits may be conducted as needed.

- 6) **Program Assessment** – Provider agrees to measure achievement of the performance outcomes included in the FDLE Application for Funding Assistance and Award Certificate. Provider will use measurement and reporting tools appropriate to the activities performed; collect and record pre/post testing data; and submit the results to UWBCCSA quarterly in the UWBCCSA/Broward County Quarterly Outcome & Financial Report and as otherwise requested.
- 7) **Project Director and Prevention Action Team Meetings** – Attendance is **required** at scheduled Project Director and Prevention Action Team meetings. These are held as scheduled at the United Way office unless otherwise noted. Agencies are responsible for the information that is covered in the meetings and for participating in the coordination of substance abuse services.
- 8) **GC Grant Adjustments** – **A draft of the grant adjustment must be sent to UWBCCSA for review and approval by April 30, 2015** in order to be in compliance with FDLE required timelines. Once reviewed, a formal request on the Provider’s letterhead must be submitted to UWBCCSA. Once approved by UWBCCSA they will be submitted to FDLE. The FDLE approval process takes 2-4 weeks. **All grant adjustments will be considered in force only when/if approved by FDLE. Any proposed amended services provided by the Provider prior to receipt of written FDLE approval are not reimbursable by FDLE and shall be the liability of the Provider.**
- 9) **Communication with UWBCCSA** – It is the responsibility of the Provider to keep UWBCCSA informed in a timely fashion of any challenges/obstacles that could impact either the Provider’s ability to attain objectives and outcomes set forth for the grant or their ability to draw down the funds allocated.

TERMS OF UNDERSTANDING

- 1) This Memorandum is in effect from **October 1, 2014 until September 30, 2015**, unless either the UWBCCSA or the Provider decides to discontinue this partnership. Notice of discontinuance must be made in writing to the other party at least 15 business days prior to the effective date.
- 2) Neither the existence of this Memorandum or anything contained herein shall alter or affect the legal, financial, administrative, and/or organizational status of the UWBCCSA or Program Provider.

Program Provider/Agency Name: _____

Print Name & Title of Authorized Signator	Signature of Authorized Signator	Date
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United Way of Broward County:

Kathleen Cannon		
United Way of Broward County President/CEO	Signature	Date