**Memoranda of Agreement**

**Between**

**Weakley County Prevention Coalition**

**And**

***Martin Housing Authority***

1. This Agreement between the Weakley County Prevention **Coalition** (hereafter COALITION) and *Martin Housing Authority* (hereafter AGENCY) shall be from July 1, 2019 until terminated by mutual agreement:

PREMISE OF THE AGREEMENT

An organization willing to act as a fiscal agent for a community prevention/behavioral health coalition does so because they understand the need within their service area for community driven initiatives that mitigate misuse of substances and increase the understanding and availability of behavior health services. In undertaking this goal, the foundational principle for a successful fiscal agent/coalition relationship is a recognition that both parties are separate with equally important but independent roles. Therefore, this agreement is to establish the roles and responsibilities of both parties as agreed to and indicated by signatures below. The following general principles were considered and understood by both parties prior to executing this Agreement:

1. Funding provided by the Division of Substance Abuse Services (DSAS) Office of Prevention Services (OPS) is for the use of the COALITION to implement strategies approved through the Strategic Prevention Framework process.
2. The AGENCY, identified as “Grantee” in state contracts is tasked to provide fiscal oversight (i.e. administration, surveillance…) and act as administrative agent on behalf of the members of the COALITION.
3. While they will share common operational policies and procedures, the COALITION will be identified as and act as a separate entity from the AGENCY. The two parties will work equally to develop operational budgets and to negotiate any variances to standard operational procedures necessary to effectively conduct COALITION business.
4. The COALITION’s by-laws shall identify its elected officers and these officers shall comprise the voting members of the COALITION’s Executive Committee.
5. The COALITION’s Executive Committee shall be responsible for providing the AGENCY with official current and changing positions of the COALITION.
6. Both parties to this Agreement understand that staff funded by the COALITION is obligated to the accomplishment of funder approved strategies. Staff funded by the COALITION should not have time split between programmatic obligations to the AGENCY and service to the COALITION unless otherwise agreed and specified in writing.

SERVICES AND RESPONSIBILITIES

1. The COALITION (Executive Committee) shall:
2. Reconcile the monthly expenditure report provided by the AGENCY using COALITION expense records and provide any difference in writing to the AGENCY.
3. Provide regular detailed reports of programmatic activities required by funder to the AGENCY. This report will be consistent with a funder approved implementation plan.
4. Assist in the supervision of its paid staff/contractor in the accomplishment of day to day operational requirements.
5. Assist in the development of job description(s) for its staff/contractor.
6. Assist with the preparation of performance reviews for staff and have authority to recommend staff salaries and raises.
7. Develop revisions to the contract budget(s) and document their approval by a vote of the COALITION’s Executive Committee through meeting minutes that reflect officers present, budget discussion, and vote.
8. Coordinate budget revisions with the AGENCY. Budget revision requests along with justification(s) shall be transmitted to the state for approval by staff or other designee at the direction of the COALITION’s Executive Committee.
9. Establish, maintain, and enforce COALITION policies/procedures not otherwise provided by the AGENCY for Non-discrimination including Title VI; Staffing and personnel; Maintaining a Drug Free Workplace; COALITION Membership; and Staff and Contractor management and oversight; and Inventory and management of COALITION equipment and materials.
10. Formulate goals and objectives in compliance with funding source.
11. Create, approve and follow its budget in compliance with the requirements of its funding source.
12. Obtain, pay for and monitor its own telephone for making long distance calls and an answering machine for receiving confidential messages.
13. Provide to AGENCY copies of all required documentation, including but not limited to grant proposals, by-laws, minutes of meetings, goals and objectives, budget and program policies.
14. The COALITION will respect the right of other agencies and organizations to their own opinions and beliefs.
15. AGENCY shall:
16. Provide monthly detailed reports of the use of all funds including those designated as indirect (administrative.) This report should be reconciled by the COALITION’s treasurer (budget committee) using COALITION expenses records.
17. Establish a separate internal account number for donations to the COALITION and these unencumbered funds will be delineated in the AGENCY funding report to the COALITION.
18. While COALITION staff technically are AGENCY staff, they shall be identified publicly as that of the COALITION and items such as business cards, stationary, and name tags shall identify the COALITION as the staff’s parent organization.
19. Provide space in which the COALITION can store its supplies, maintain its records and where its personnel can work;
20. Provide banking services, perform bookkeeping, prepare and distribute payroll, and prepare and submit through its bookkeeping staff the appropriate forms for any employment taxes. Wages and payroll taxes due shall be paid from COALITION funds;
21. Provide banking services regarding funds received, provide bookkeeping, and pay outstanding bills as approved;
22. Maintain a COALITION specific (Post Office Box) mailing address paid from COALITION funds;
23. Assist the COALITION to select staff and volunteers to accomplish its activities;
24. Assist the COALITION to set goals and objectives for contract employees, and negotiate and approve their contracts;
25. Incorporate into AGENCY’s library any reference materials targeted toward the general public which are provided by the COALITION for that purpose;
26. COALITION supply items shall be purchased and stored separately from those of the AGENCY
27. AGENCY agrees to maintain and make available to the COALITION upon request all books, records, documents and other evidence pertaining to the costs and expenses relating to this Agreement to the extent and in such detail as will properly reflect all direct costs of labor, materials equipment, supplies, services and other costs and expenses of whatever nature for which reimbursement is claimed or payment is made under the provisions of this contract.
28. This agreement shall be subject to all applicable provisions of State and Federal law and regulations related to the delivery and funding of social service.

SERVICE FEES AND EXPENSES

The COALITION shall reimburse AGENCY for any indirect or direct expenses incurred by AGENCY at a rate NOT to exceed ten (10%) percent of the total contract value.

SUPPLIES AND RESOURCE MATERIALS

 If the COALITION dissolves or becomes inactive, resource materials provided by the COALITION which are incorporated into the AGENCY’s library will become the property of the AGENCY in order that such materials continue to be available to the public. Other COALITION material and property shall be disposed of in accordance with COALITION bylaws.

CONFIDENTIALITY

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium, or method of communication, provided to the Grantee by the State of acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as “Confidential Information.” Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

Both parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of client records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this Agreement for any purpose not connected with the parties’ contract responsibilities, except with the written consent of such recipient, recipient’s attorney, or recipient’s parent or guardian.

LIABILITY AND INSURANCE

AGENCY shall obtain/maintain insurance coverage in accordance with funder requirements.

EQUAL OPPORTUNITY

AGENCY and the COALITION mutually agree to be bound by and abide by all applicable antidiscrimination statutes, regulations, policies, and procedures as may be applicable under any Federal or State contracts, statutes or regulations or otherwise as presently or hereinafter adopted by the AGENCY.

AMENDMENT

This agreement may be amended by mutual consent of both parties; however, such agreements MUST BE in writing and signed by both parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2019.

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Executive Committee Chair Executive Director

Weakley County Prevention Coalition Martin Housing Authority