

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Opioid Settlement Fund Advisory Council or Agency (hereinafter the "Council" or "AGENCY"), by and through the Mississippi Attorney General's Office (hereinafter the "AGO"), and \_\_\_\_\_ (hereinafter "Awardee") for funds from the Opioid Settlement Fund (hereinafter "Fund") for the purpose of supporting programs that treat, prevent, surveil, or reduce opioid use disorder or otherwise remediate the harmful effects of the opioid epidemic. Pursuant to the process established by the Council and with the approval of and appropriation by the Mississippi Legislature, the Council awards AWARDEE \$\_\_\_\_\_ for the express purpose of funding the Project as defined in the attached Proposal Narrative.

### RECITALS

**WHEREAS**, this MOU directs the disbursement of the funds to AWARDEE to exclusively pay the costs of the Project; and

**WHEREAS**, the disbursement of the funds is contingent upon sufficient funds being available in the Fund and appropriation by the Legislature; and

**WHEREAS**, the attached Project Budget outlines the allocation of funds; and

**WHEREAS**, the AGO and Council have requested AWARDEE maintain on file documentation of expenditures, including invoices, checks, and ACH records, and furnish any such documentation to the AGO and Council with the quarterly expenditure reports; and

**WHEREAS**, the AWARDEE and Council agree that the award is public funds and retains its public character through the grant;

**WHEREAS**, AWARDEE agrees to provide quarterly expenditure reports to AGO and Council that summarize the expenditure of the funds provided for the Project. AWARDEE shall provide the quarterly expenditure reports by April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup> and January 10<sup>th</sup> of each year, as well as an annual expenditures report no more than thirty (30) days after final expenditure of funds, including any/all documents not previously submitted, summarizing the expenditures and use of the proceeds upon completion of the Project; and

**WHEREAS**, AWARDEE agrees to provide quarterly programmatic reports to AGO and Council that summarize progress made and action taken to achieve the goals of the Project, including, where applicable, statistics on parties served, resources distributed, and other performance data. AWARDEE shall provide the quarterly programmatic reports by April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup> and January 10<sup>th</sup> of each year, as well as an annual programmatic report no more than thirty (30) days after final expenditure of funds; and

**WHEREAS**, the Council finds, consistent with the Project, that it is in the Council and AWARDEE's best interests that the funds allocated for the Project should be disbursed to the AWARDEE by the AGO [in one lump sum/as reimbursement within thirty (30) days of receipt of each quarterly report] and that AWARDEE shall directly administer

the expenditure of such funds for the Project.

**NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI OPIOID SETTLEMENT FUND ADVISORY COUNCIL, BY AND THROUGH THE MISSISSIPPI ATTORNEY GENERAL'S OFFICE, AND AWARDEE AS FOLLOWS:**

**SECTION 1.** Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

**SECTION 2.** Awardee will receive the funds in a lump sum within thirty (30) days of the execution of this MOU.

OR

Awardee will receive funds as reimbursement within thirty (30) days of the receipt of each quarterly report.

Lump sum grants awards shall be limited to projects of no more than \$50,000.00.

**SECTION 3.** AWARDEE agrees to use all funds received from the Council exclusively for the Project as authorized and provided by the attached Proposal Narrative and Project Budget. Failure on the part of AWARDEE to adhere to any provision within this MOU, including but not limited to failure to provide timely reporting, may result in immediate action by the State to recover any grant funds.

**SECTION 4.** The AGO expressly reserves the right to conduct an audit of grant proceeds and/or to retain a third-party to conduct an audit and the AWARDEE agrees to cooperate with any such audits.

**SECTION 5.** AWARDEE agrees to provide the AGO quarterly reports summarizing expenditures of the Project. AWARDEE shall provide the monthly expenditure reports by April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup> and January 10<sup>th</sup> of each year, as well as an annual audit of grant funds no more than thirty (30) days after final expenditure of funds, including any/all documents not previously submitted, summarizing the expenditures and use of the proceeds upon completion of the Project.

**SECTION 6.** AWARDEE agrees to maintain copies of all invoices, checks, and ACH records and similar documentation for each expenditure of all funds received for the Project sufficient to satisfy and confirm, to AGO's satisfaction, that such funds have been expended **solely** for the costs of the Project as authorized and provided by the Proposal Narrative and Budget Narrative.

**SECTION 7.** AWARDEE agrees to provide quarterly programmatic reports to AGO and Council that summarize progress made and action taken to achieve the goals of the Project, including, where applicable, statistics on parties served, resources, distributed,

and other performance data. AWARDEE shall provide the quarterly programmatic reports by April 10<sup>th</sup>, July 10<sup>th</sup>, October 10<sup>th</sup> and January 10<sup>th</sup> of each year, as well as an annual programmatic report no more than thirty (30) days after final expenditure of funds.

**SECTION 8.** All notices or information pursuant to this MOU shall be provided as follows:

**AWARDEE**

John Smith, Executive Director  
Post Office Box 123  
Town, Mississippi  
Phone: (601) 555-5555  
Email: [jsmith@awardee.org](mailto:jsmith@awardee.org)

**Mississippi Attorney General's Office**

Attention: Opioid Settlement Fund Advisory Council  
P.O. Box 220  
Jackson, Mississippi 39205  
Phone: (601) 540-0157  
Email: [OpioidCouncil@ago.ms.gov](mailto:OpioidCouncil@ago.ms.gov)

**SECTION 9.** This MOU shall be effective from and after the last signature date and expire on June 30, 2027. Should AWARDEE require additional time to expend funds distributed under this MOU to complete the Proposal Narrative, and subject to spending authority and approval of the Council, as necessary, the parties will sign another MOU with similar terms for the next 12 months.

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI ATTORNEY GENERAL'S OFFICE**

By: \_\_\_\_\_  
Lynn Fitch, Attorney General

Date: \_\_\_\_\_

**AWARDEE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

John Smith, Executive Director