

Template Memorandum of Understanding (Quarterly)

This Memorandum of Understanding (the “MOU”) is entered into between the Opioid Settlement Fund Advisory Council (hereinafter the “Council”), by and through the Mississippi Attorney General’s Office (hereinafter the “AGO”), and [AWARDEE] (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 reimbursement of the funds to AWARDEE to exclusively pay the costs of the Project; and

WHEREAS, the reimbursement 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; and

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 10th, July 10th, October 10th, and January 10th of each year, as well as an annual expenditure 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 10th, July 10th, October 10th, and January 10th 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 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 MOU 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 funds as reimbursement within thirty (30) days of the receipt of each quarterly report.

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. In the event AWARDEE fails to adhere to any provision of this MOU, including but not limited to the failure to provide timely or complete reporting, the AGO may, in its discretion and in any order, take one or more of the following actions: (a) provide written notice of the deficiency with a period to cure of not less than five (5) business days; (b) withhold or place a hold on further disbursement of funds pending cure; (c) require AWARDEE to submit and perform a corrective action plan; and (d) require immediate repayment of grant funds and/or terminate this MOU. Election of any remedy shall not waive the AGO's right to pursue any other, including immediate recovery, where the AGO determines the circumstances warrant.

SECTION 4. The AGO expressly reserves the right to conduct an audit of grant proceeds or to have the third-party administrator 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 quarterly expenditure reports by April 10th, July 10th, October 10th, and January 10th of each year, as well as a final expenditure report and accounting 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 Project Budget.

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 10th, July 10th, October 10th, and January 10th 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

[Awardee contact name, title, address, phone, email]

Mississippi Attorney General's Office

Attention: Misty Monroe, Assistant Attorney General

P.O. Box 220, Jackson, Mississippi 39205

Phone: (601) 359-3167 Email: Misty.Monroe@ago.ms.gov

SECTION 9. This MOU shall be effective from and after July 1, 2027, and expire on June 30, 2028.

SECTION 10. AWARDEE shall retain all records relating to the Project for not less than five (5) years following final expenditure of funds, or longer if required by law or requested by the AGO or the State Auditor. If any audit, claim, or investigation is begun before the period expires, records shall be retained until it is resolved.

SECTION 11. In the event of any conflict between the terms of this MOU and any attached Proposal Narrative or Project Budget, the terms of this MOU shall control.

SECTION 12. AWARDEE shall obtain the AGO's prior written approval before reallocating funds among budget categories or making any material change to the Project, implementation plan, Proposal Narrative,

or Project Budget. Approval requirements follow the reallocation thresholds established by the AGO. An approved change is documented by a revised Proposal Narrative or Project Budget which, upon the AGO's written approval, is incorporated into and governed by this MOU. This MOU, including its attachments, may be amended only by a written instrument approved by the AGO. No oral modification is effective. This MOU is the entire agreement of the parties as to its subject matter.

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

MISSISSIPPI ATTORNEY GENERAL'S OFFICE

By: _____ Date: _____
Lynn Fitch, Attorney General

AWARDEE

By: _____ Date: _____
[Authorized Representative]