

NON-SHELTER PROVIDERS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Attorney General's Office (hereinafter the "AGO") and [AWARDEE] (hereinafter "[Awardee]") for funds from the Victims of Human Trafficking and Commercial Sexual Exploitation Fund (hereinafter "Fund") for the purpose of supporting programs that provide shelter, counseling, medical needs, transitional housing and other related services to victims of human trafficking and commercial sexual exploitation at no charge to the victim as described by Mississippi Code Annotated §97-3-54.10 (hereinafter the "Project"). Pursuant to the process established by the Victims of Human Trafficking and Commercial Sexual Exploitation Fund Committee (hereinafter the "Committee") and subject to the terms of this MOU, the AGO awards [Awardee] [Insert Monetary Amount] for the express purpose of funding the Project as defined in the attached Proposal and Budget Narratives.

RECITALS

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

WHEREAS, the Committee determined that funding for indirect costs related to administration of the awarded project would be capped at 15% of the subject award; and

WHEREAS, the Budget Narrative outlines the allocation of the funds disbursed by AGO in a manner as determined by [Awardee]; and

WHEREAS, the AGO has requested [Awardee] maintain on file documentation of expenditures, including invoices, and furnish any such documentation to the AGO when requested; and

WHEREAS, [Awardee] agrees to provide quarterly expenditure and programmatic reports to the AGO that summarize the expenditure of the funds provided for the Project and include programmatic statistics and updates related to the progress of the approved Project. [Awardee] shall provide the quarterly expenditure reports by April 10th, July 10th, October 10th and January 10th of each year. [Awardee] agrees to also provide a programmatic 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 and the overall outcomes of the Project upon completion; and

WHEREAS, the AGO finds, consistent with the Project, that it is in the AGO and [Awardee]'s best interests that the funds allocated for the Project should be disbursed to [Awardee] on a fee-for-service basis in the form of reimbursement within (30) days of the receipt of each quarterly report and appropriate documentation of allowable expenditures.

NOW THEREFORE, IT IS MUTUALLY AGREED BY 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. The Awardee will receive funds on a fee-for-service basis in the form of reimbursement within thirty (30) days of the receipt of each quarterly report and appropriate documentation of allowable expenditures.

SECTION 3. [Awardee] agrees to use all funds received from the AGO exclusively for the Project as authorized and provided by the Proposal Narrative and Budget Narrative. Failure on the part of [Awardee] to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

SECTION 4. [Awardee] agrees to maintain on file the documentation in accordance with the recitals of this MOU and to submit such documentation to the AGO when requested.

SECTION 5. [Awardee] agrees to provide the AGO quarterly reports summarizing expenditures of the Project and including programmatic statistics and updates related to the progress of the approved Project. [Awardee] shall provide the monthly expenditure reports by April 10th, July 10th, October 10th and January 10th of each year. [Awardee] agrees to also provide an annual programmatic 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 and the overall results of the Project upon completion.

SECTION 6. [Awardee] agrees to maintain copies of all invoices and similar documentation for each expenditure of all funds received for the Project sufficient to satisfy and confirm, to the 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. All notices or information pursuant to this MOU shall be provided as follows:

[AWARDEE NAME]

[Awardee contact, Title]

[Awardee address]

Phone:

Email:

Mississippi Attorney General's Office

Attention: Abby Overby, Special Assistant Attorney General

P.O. Box 220

Jackson, Mississippi 39205

Phone: (601) 359-3094

Email: abby.overby@ago.ms.gov

SECTION 8. This MOU shall be effective from and after the last signature date and expire on December 31, 2027. Should [Awardee] require additional time to expend funds distributed under this MOU to complete the Proposal Narrative, the parties may sign another MOU with similar terms for the next six (6) months.

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: _____
[Awardee Authorized Signatory, Title]