

Memorandum of Understanding
Between
the State of Missouri
and
[Insert Name of County]
and
[Insert Name of LPHA]

Purpose:

This Memorandum of Understanding (“MOU”) details the understanding between the State of Missouri (“the State”), [Insert County Name] (“the County”), and [Insert LPHA name] (“the LPHA”) regarding the distribution of federal funds to the LPHA for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). This agreement outlines the areas of responsibility the State, the County, and the LPHA each assume in relation to the LPHA receiving a grant from the County.

Responsibilities of the County:

1. From the allocation of funds from the Coronavirus Relief Fund as created in the Coronavirus Aid, Relief, and Economic Security (CARES) Act the County received from the State, the County shall give the LPHA a portion of those funds in an amount equal to the lesser of: the actual request of funds from the LPHA for necessary expenditures, or, 15% of the County’s total distribution from the State.

Responsibilities of the LPHA:

1. The LPHA's uses of the funds provided by the County will be used only to cover those costs that-
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) (“necessary expenditures”);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the LPHA; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Funds provided to the LPHA by the County pursuant to this MOU for necessary expenditures that were incurred during the period that begins on March 1, 2020, and ending on December 30, 2020, that are not expended by the LPHA on those necessary expenditures on or before March 31, 2021, must be returned to the State of Missouri on or before April 1, 2021.
3. Funds provided to the LPHA pursuant to this MOU must adhere to official federal guidance and FAQ documents issued, or to be issued, concerning what constitutes a necessary expenditure. Any funds expended by the LPHA in any manner that does not adhere to official federal guidance shall be returned to the State of Missouri.
4. The LPHA shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to the State of Missouri, or the State’s contractor, upon either’s request.

5. Any funds provided pursuant to this MOU cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
6. Funds received pursuant to this MOU cannot be used for expenditures for which the LPHA has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
7. The LPHA shall in good faith use its best efforts to use the funds provided by the County for use on necessary expenditures incurred serving citizens living in the County.
8. The LPHA agrees to use funds received from the County pursuant to this MOU consistent with the foregoing requirements, or as specifically directed by the Missouri Department of Health and Senior Services (DHSS) – if any such direction is given.

Responsibilities of the State:

1. The Office of Administration will not seek reimbursement from the County for any funding the County provides to the LPHA pursuant to the terms of this MOU. The LPHA shall be liable to the State for any expenditure of funds received from the County that is inconsistent with federal guidance or FAQs concerning the use of the funds, unless such an expenditure was contained in a written directive from the Missouri DHSS to the LPHA.

Effective Date of Agreement:

This MOU will become effective as of the date of the signature of the last of the parties. Changes to this MOU may be made at any time by mutual written consent of all of the parties and shall be made by the parties to the extent necessitated by the issuance of new or revised federal guidelines or FAQs.

SIGNATURES:

I HEREBY STATE THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT:

State of Missouri *Date*
Sarah Steelman, Commissioner, Office of Administration

State of Missouri *Date*
Scott Fitzpatrick, State Treasurer

[COUNTY NAME] County *Date*
NAME, Presiding Commissioner

NAME OF LPHA *Date*
NAME, TITLE