

**MEMORANDUM OF AGREEMENT BETWEEN  
THE STATE OF ALABAMA DEPARTMENT OF FINANCE  
AND PROJECT SOLDIER, INC.  
FOR THE DISTRIBUTION OF CARES ACT CORONAVIRUS RELIEF FUNDS**

This Memorandum of Agreement is made by and between the State of Alabama Department of Finance ("DOF"), at 600 Dexter Avenue, Montgomery, Alabama 36130, and Priority Soldier, Incorporated ("Priority Soldier"), an Alabama nonprofit corporation (that is qualified as a public charity under Section 501(c)(3) and Section 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended), at 420 North 20<sup>th</sup> Street, Suite 2200, Birmingham, Alabama 35203. DOF and Project Soldier are hereinafter collectively referred to as the "parties." This agreement becomes effective upon approval of the parties and the Governor.

**I. PURPOSE AND SCOPE**

(a) The federal Coronavirus Aid, Relief, and Economic Security Act, hereinafter referred to as the CARES Act, established the Coronavirus Relief Fund ("CRF"). The CARES Act appropriated \$150,000,000,000 to the CRF to make payments to state, local, and tribal governments for the purposes enumerated in the CARES Act, namely to respond to and mitigate the coronavirus pandemic. The State of Alabama received approximately \$1,900,000,000 from the CRF. CRF funds may only be used to cover costs that 1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

(b) Alabama Act 2020-199 divided the State of Alabama's share of CRF funds into ten categories and charged DOF with the responsibility of administering the funds on behalf of the people of Alabama. One such category provides, "Up to \$250,000,000 to be used to support the delivery of health care and related services to citizens of Alabama related to the coronavirus pandemic." Priority Soldier is requesting, and DOF is agreeing to provide, \$1,903,790.00 from this category of CRF funds to support Priority Soldier's COVID-19 Online Coping and Assistance Program ("OCAP") for military veterans with post-traumatic stress disorder ("PTSD"). A detailed program description is attached hereto as Appendix A.

(c) Priority Soldier's OCAP will use trauma-centered care trained counselors, volunteers, and medical professionals to mitigate the worsening of PTSD symptoms that have arisen as a result of the onset of the COVID-19 pandemic. The program will consist of twelve sessions over four weeks, each week consisting of three 60-minute group sessions) for each class of veterans. The purpose of this program is to provide veterans whose PTSD has worsened due to COVID the proper tools to cope with their trauma during the pandemic. Additionally, the project will aim to offer 1-to-1 mental health assessments towards the end of the term for each veteran in the class. This program will serve approximately 340 veterans across the State.

(d) As this project has been presented to DOF by Priority Soldier, DOF has concluded that the OCAP program is necessary to respond to and mitigate the coronavirus pandemic in Alabama. Further, DOF concludes that funding this project using the State's CRF funds is an

appropriate use of these funds under both federal and state law. DOF fully supports Priority Soldier in its efforts to support and protect the citizens of Alabama in the battle against COVID-19.

## II. PARTIES' RESPONSIBILITIES

A. PRIORITY SOLDIER agrees to the following:

1. To implement and administer its OCAP program as described herein and in Appendix A and to complete the program by December 30, 2020;
2. To use the funds provided by DOF under this agreement in accordance with federal and state law and for the purposes set forth in this agreement and for no other purpose;
3. Beginning on Friday, December 4, and continuing until the OCAP program's conclusion, to provide to the State Finance Director's Office weekly reports detailing the OCAP program's progress; and
4. To return any funds provided by DOF under this agreement that are unspent no later than December 30, 2020.

B. DOF agrees to the following:

1. To provide \$1,903,790.00 to Project Soldier from the State's CRF funds as described herein to fund the OCAP program and for no other purpose.

## III. TERMINATION OF AGREEMENT

Except as set forth in this section, this agreement may be terminated only by a writing signed by each party or representatives of each party. If Priority Soldier determines that it will not pursue the OCAP project for any reason, it may terminate this agreement upon written notice to the State Finance Director and upon return of any unspent funds. If DOF concludes, after a reasonable investigation and in its sole discretion as administrator of the funds, that the funds provided hereunder have been used in a manner inconsistent with federal or state law, DOF may terminate this agreement immediately upon written notice to Priority Soldier. In such event, Priority Soldier agrees to return any unspent funds to DOF immediately.

## IV. MISCELLANEOUS PROVISIONS

A. The terms and commitments contained herein shall not constitute a debt of the State of Alabama, which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

B. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

C. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. DOF and Priority Soldier understand the unprecedented and novel challenge that COVID-19 presents to the State. In addition to the reporting requirements in Section II.A.3., Priority Soldier will reasonably update DOF of material changes that make Priority Soldier's performance hereunder impracticable.

E. In order to comply with federal requirements relating to the administration of grants and other federal assistance funds, DOF provides the following information to Priority Soldier: This sub award is provided to Priority Soldier through a grant to the State of Alabama in the amount of \$1,901,262,000 from the U.S. Treasury via Section 601(a)(1) of the Social Security Act (42 U.S.C. 301 et seq.), known as the Coronavirus Relief Fund, as created by Section 5001 of the CARES Act, Pub. L. No. 116-136 (March 27, 2020) under Federal Award Identification Number SLT0002 and SLT0223, CFDA #21.019 Coronavirus Relief Fund for the period March 1, 2020 to December 30, 2020. This sub award is provided in accordance with the requirements set forth in the CARES Act and other applicable federal and state law and policy, and Priority Soldier affirms that all information it has provided to DOF relating to this sub award is true and accurate. This sub award does not include research and development. The parties acknowledge and understand that each sub recipient of CRF funds will be evaluated in accordance with Code of Federal Regulations 200-331(b) for risk of noncompliance with federal statutes, regulations, and the terms and conditions of the sub award. Further, each sub recipients' activities will be monitored as necessary to ensure that the sub award is used for authorized purposes, in compliance with law, and that sub award performance goals are achieved. Other monitoring tools may be implemented depending on the level of risk posed by the sub recipient.

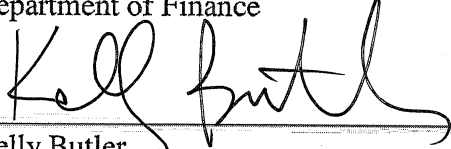
## V. AMENDMENT

This agreement may be amended only by a writing signed by each party or representatives of each party.

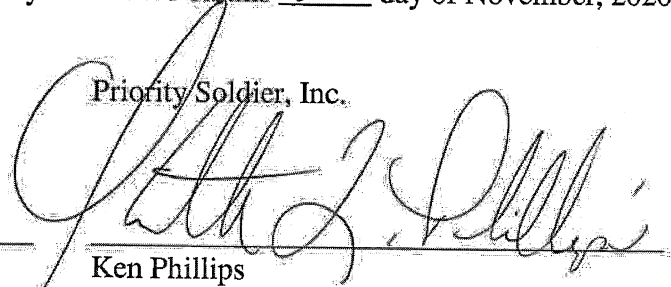
[SIGNATURES APPEAR ON THE NEXT PAGE]

In witness whereof, the parties hereto have caused this agreement to be executed by those officers, officials, and persons thereunto duly authorized on this 24<sup>th</sup> day of November, 2020.

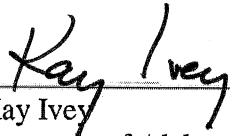
State of Alabama  
Department of Finance

  
\_\_\_\_\_  
Kelly Butler  
Finance Director

Priority Soldier, Inc.

  
\_\_\_\_\_  
Ken Phillips  
CEO

APPROVED:

  
\_\_\_\_\_  
Kay Ivey  
Governor of Alabama