

**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
STANDARD MEMORANDUM OF UNDERSTANDING (MOU)
INTRA-AGENCY/INTERGOVERNMENTAL AGREEMENT
FOR PUBLIC SAFETY AND CORRECTIONS
(Maryland Correctional Enterprise)**

This Memorandum of Understanding/Agreement, dated _____,
and entitled _____ is hereby
entered into between _____ a
unit of the Maryland Department of Health and Mental Hygiene, hereafter known as "the
Department", and the Department of Public Safety and Corrections.

The services which are the subject of this Memorandum of Understanding/Agreement are to
commence on or about _____ and terminate _____.

This Memorandum of Understanding/Agreement may further be renewed for the following
period(s) of time: _____.

The total cost to the Department for the provision of the described services shall not exceed
\$_____. This amount shall be payable to the
Department of Public Safety and Corrections at this frequency
_____, upon receipt of a specific invoice and in accordance with
Section I of this Memorandum of Understanding/Agreement.

SECTION I. BILLING AND BUDGET

This Agreement is for provision of: *(Check A. or B. and when applicable C.)*

- A. Services Controlled by the DHMH Human Services Agreements Manual

If this Agreement is for the provision of human services using a cost reimbursement methodology, the Department of Public Safety and Corrections must submit payment requests in the manner prescribed in the Department's Human Services Agreements Manual, using the DHMH 437 billing forms package. For such human services agreements, the Department of Public Safety and Corrections must also complete a DHMH 432 budget package and enclose it with this Agreement. This completed 432 budget package is deemed to be an incorporated part of this Agreement, as indicated by its reference in Section VII. Payment shall be limited to reimbursement of actual costs as identified by the Department of Public Safety and Corrections on form DHMH 440 end of year reconciliation.

- B. Other Services Billing and Budget

If this Agreement is for the provision of services which are not controlled by the Human Services Agreements Manual, the submission of a detailed budget, in which indirect cost is specifically identified, is required. This completed budget will be deemed to be an incorporated part of this Agreement, as indicated by its reference in Section VII.

- C. Services Provided by any Other State Agency

If this agreement is with another agency of the State of Maryland, both parties agree to comply with the directives of the Comptroller of the State of Maryland concerning payment for inter-agency agreements. Payment to the Department of Public Safety and Corrections under this agreement will be made via the Financial Management Information System (FMIS) of the State Comptroller's Office, using an Interagency Transfer. The _____ shall include the following information on all invoices:

- 1.) Amount of invoice
- 2.) Services rendered
- 3.) Agency's Control Number (or ADPICS #)
- 4.) DHMH Control Number (or ADPICS #)
- 5.) Financial Agency Code
- 6.) PCA and Agency Object Codes
- 7.) Transaction Code

If this agreement is not with another agency of the State of Maryland, invoices are to be sent **IN TRIPLICATE** to Accounts Payable at this address:

201 W. Preston Street, 3rd Floor
(ACCOUNTS PAYABLE STREET AND ROOM ADDRESS)

Baltimore, MD 21201
(CITY, STATE, AND ZIP CODE)

If also identified below, a copy (which shall be marked "copy") shall also be sent to:

(INDIVIDUAL NAME and TITLE)

(STREET AND ROOM ADDRESS)

(CITY, STATE AND ZIP CODE)

SECTION II. MANDATORY PROVISIONS

A. Nondiscrimination in Employment

The Government agrees:

- 1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- 2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and
- 3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Federal Funding Acknowledgement

1. There ___ are / ___ are not programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Funds Attachment A.
2. The total amount of federal funds allocated for the _____ is \$ _____ in Maryland State fiscal year _____. This represents ___% of all funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available for any

particular grant, contract, or Invitation for Bid.

3. This contract ____ does / ____ does not contain federal funds.
 4. If contained, the source of these federal funds is:
_____. The CFDA number is _____. The conditions that apply to all federal funds awarded by the Department are contained in Funds Attachment B. Any additional conditions that apply to this federally funded contract are contained in Funds Attachment C.
 5. Acceptance of this agreement indicates your intent to comply with all conditions which are part of this agreement.
- C. In accordance with Senate Bill 125 of the 2004 session of the Maryland General Assembly, this agreement is not effective unless and until it is approved by the Maryland Board of Public Works. The Department of Public Safety and Corrections is responsible for obtaining approval from the Board of Public Works.
- D. This agreement prohibits the use of subcontractors that are not selected under a competitive bid process.

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SECTION III. MONITORS

The Agreement Monitor for the Department shall be:

Name (Typed)

Title (Typed)

Business Address (Typed)

Business Telephone Number (Typed)

The Department's Agreement Monitor is the primary point of contact within the Department for matters relating to this Agreement. The Department of Public Safety and Corrections shall contact this person immediately if they are unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

The Agreement Monitor for the Department of Public Safety & Corrections shall be:

Name (Typed)

Title (Typed)

Business Address (Typed)

Business Telephone Number (Typed)

The Department of Public Safety and Corrections' Agreement Monitor is the primary point of contact within the Government for matters relating to this Agreement. The Department of Public Safety and Corrections' Agreement Monitor shall contact the Department's Agreement Monitor immediately if the Department of Public Safety and Corrections is unable to fulfill any of the requirements of, or has any questions regarding the interpretation of the provisions of the Agreement.

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SECTION IV. BACKGROUND INFORMATION OF AGREEMENT

(The immediately preceding section is optional; it may be used to describe any relevant background information. Draw a diagonal line through or X out any of this space that is unused.)

SECTION V. DUTIES OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS

The specific services to be provided by the Department of Public Safety and Corrections under this Memorandum of Understanding are as follows:

(Draw a diagonal line through or otherwise X out all unused space. Attach additional numbered pages, as needed to fully describe the Government's responsibilities and duties.)

SECTION VI. DUTIES OF THE DEPARTMENT

In addition to the payment of funds as previously described, the Department also agrees to provide or do the following:

1. Shall submit to the Board of Public Works, Legislative Committees and the Division of Legislative Services any interagency expenditure exceeding \$100,000 as detailed in Senate Bill 508 and BPW Advisory 2004-5.

(Draw a diagonal line through or otherwise X out all unused space. Attach additional numbered pages, as needed to fully describe what the Department will do or provide.)

SECTION VII. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
_____	_____
_____	_____
_____	_____
_____	_____

SECTION VIII. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this Agreement, these authorized signatories of the Department and the Government do hereby attest to their acceptance of the terms and conditions of this Agreement.

For the Department of Public
Safety and Corrections

For the Department

BY:

Signature

BY:

Secretary, Department of Health and Mental
Hygiene

or

Name (Type or Print)

Signature

Title (Type or Print)

Name (Type or Print)

Date of Signing

Title (Type or Print)

Approved as to Form and Legal Sufficiency

This ____ Day of

Date of Signing

By: _____

Name (Typed)
Assistant Attorney General

DHMH Control Number