

**MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
STANDARD MEMORANDUM OF UNDERSTANDING (MOU)
INTRA-AGENCY/INTERGOVERNMENTAL AGREEMENT**

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 _____

a governmental entity of the State of Maryland, the Federal Government, another State
government, or a municipal or local government, etc., within Maryland or another state,
hereafter known as "the Government."

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: _____ (if none write
"none").

The total cost to the Department for the provision of the described services shall not exceed
\$ _____. This amount shall be payable to the
Government 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 Government 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 Government 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 Government on form DHMH 440 End of Year Reconciliation.

- B. Other Services Billing and Budget

If this is a cost reimbursement Agreement, for the provision of services 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 an 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 other State agency under this agreement will be made via the Financial Management Information System (FMIS) of the State Comptroller's Office, using an Interagency Transfer. The other State agency 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 that are a part of this agreement.

C. If Federal funds support the activities of this agreement (see paragraph B herein), the Government acknowledges, per the United States Office of Management & Budget's Grants and Cooperative Agreement with State and Local Governments, Circular A-102 (d) Debarment & Suspension, the following obligations of Federal granting agencies regarding debarment and suspension:

“Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. Agencies shall establish procedures for the effective use of the List of Parties Excluded from Federal Procurement or Nonprocurement programs to assure that they do not award assistance to listed parties in violation of the Executive Order. Agencies shall also establish procedures to provide for effective use and/or dissemination of the list to assure that their grantees and subgrantees (including contractors) at any tier do not make awards in violation of the nonprocurement debarment and suspension common rule.”

Which requirements are incorporated in grantee and sub-grantee funding arrangements, and reflected in the Affirmations contained in Attachment _____ and executed by the Government.



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 Government shall contact this person immediately if the Government is 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 Government shall be:

Name (Typed)

Title (Typed)

Business Address (Typed)

Business Telephone Number (Typed)

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



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 GOVERNMENT

The specific services to be provided by the Government 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:

(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 Government

For the Department

BY: _____

BY: _____

Signature

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: _____

DHMH Control Number _____

Name (Typed)

Assistant Attorney General

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments Circular A-102(d), Debarment and Suspension:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)
and the duly authorized representative of _____
(name of government entity)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____

(Authorized Representative and Affiant)