**INTER-AGENCY AGREEMENT**

**BETWEEN**

**NAME OF DEPARTMENT**

**AND**

**NAME OF DEPARTMENT**

**THIS INTER-AGENCY AGREEMENT** (this “Agreement”) made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ between two agencies of the Mayor and City Council of Baltimore (hereinafter called the “City”), namely the NAME OF DEPARTMENT (hereinafter called the "DEPARTMENT 1") and the NAME OF DEPARTMENT (hereinafter called “DEPARTMENT 2”).

**WHEREAS**, this Agreement represents a cooperative effort to utilize funds from a grant/appropriation to DEPARTMENT 1 as identified in **Attachment 1** for the purposes of SPECIFY PURPOSE; and

**WHEREAS**, DEPARTMENT 1 shall provide to DEPARTMENT 2 funding as described in this Agreement to facilitate the payment of DOLLAR AMOUNT for the DEPARTMENT 2’s SPECIFY PURPOSE; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**A. PURPOSE**

DEPARTMENT 1 hereby agrees to provide funds, in the amounts set forth herein, to DEPARTMENT 2 in order to SPECIFY PURPOSE.

**B. SCOPE OF SERVICES**

DEPARTMENT 1 shall provide or subcontract for the services described in the **Attachment 1**, which are appended hereto and made a part of this Agreement.

**C. TERM**

The term of this Agreement shall be DURATION beginning on , 20 and ending on , 20 , unless terminated earlier in accordance with this Agreement.

**D. COMPENSATION AND METHOD OF PAYMENT**

1. Subject to the availability of funding, DEPARTMENT 1 shall provide funds by journal entry to the DEPARTMENT 2 for payment of SPECIFY PURPOSE described hereunder, in an amount not to exceed  **DOLLARS ($ . )** for the term.

2. DEPARTMENT 1 agrees that all expenditures are to be in accordance with the scope of services described in **Attachment 1**, the specific grant requirements included in **Attachment 2** and IF FEDERAL GRANT the certifications and assurances included at **Attachment 3**.

3. DEPARTMENT 1 shall only pay invoices to if the required supporting documentation accompanies each invoice.

**E. TERMINATION**

Either party may terminate this Agreement by giving to the other party written notification thereof at least sixty (60) days prior to termination. DEPARTMENT 1 shall provide funding to the DEPARTMENT 2 for services under this Agreement through the date of termination. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered shall be provided by the DEPARTMENT 2 to DEPARTMENT 1.

**F. MODIFICATIONS**

All modifications to this Agreement shall be made in writing by the parties and as applicable, approved by the Board of Estimates.

**G. GENERAL PROVISIONS AND CONDITIONS**

1. DEPARTMENT 2 shall comply with all federal, state and local laws, ordinances, rules, regulations and federal or state grant requirements related to the funding under this Agreement.

2. Any funds advanced to DEPARTMENT 2 prior to the execution of this Agreement are subject to the terms and conditions of this Agreement.

3. Any notice required or permitted under this Agreement shall be in writing and delivered to:

|  |  |
| --- | --- |
| **FOR THE DEPARTMENT 1:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **FOR DEPARTMENT 2:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

4. The recitals are hereby incorporated as part of this Agreement.

5. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed and delivered the day and year first above written.

**WITNESS MAYOR AND CITY COUNCIL OF BALTIMORE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATORY

DEPARTMENT 1

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATORY

DEPARTMENT 2

**APPROVED AS TO FORM AND APPROVED BY THE BOARD OF**

**LEGAL SUFFICIENCY ESTIMATES**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ASSISTANT SOLICITOR CLERK DATE

**ATTACHMENT 1 – SCOPE AND BUDGET**

Background:

Program Scope:

Budget:

Budget Narrative:

**ATTACHMENT 2 – GRANT TERMS AND CONDITIONS**

Grant Name:

CFDA Number [if Federal grant]:

Grant Number:

(attached)

**ATTACHMENT 3**

**[FOR FEDERAL GRANTS – HEALTH]**

For purposes of this attachment, DEPARTMENT 2 is referred to as the PROVIDER.

**A. ASSURANCES**

In performing its responsibilities under this grant, the PROVIDER hereby assures that it will fully comply with the following provisions as applicable:

1. Shall give the federal awarding agency, the State, the City, and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally-accepted accounting standard or agency directives.
2. Shall grant the federal awarding agency, the State, and the City a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes:
   1. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
   2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
3. Shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq., which governs the protection of individually identifiable health information.
4. Shall comply with Section 543 of the PHS Act, 42 U.S.C. 290dd-2, as implemented at 42 CFR part 2, which requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes.
5. Shall comply with the requirements of Public Law 103-227, also known as the Pro-Children Act of 1994 (Act) and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
6. Shall comply with all applicable nondiscrimination statutes, including but not limited to:
   1. Title VI of the Civil Rights Act of 1964, as amended, which provides that no person in the United States shall, on grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
   2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in Federally-assisted program;
   3. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance; and
   4. The Age Discrimination in Employment Act of 1975, as amended, which prohibits discrimination on the basis of age in Federally-assisted programs.
7. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
8. Shall comply with federal provisions (pursuant to §§1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by the Department of Health and Human Services (DHHS). The PROVIDER affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to such exclusion. The PROVIDER agrees, further, during the term of this Agreement, to check the List of Excluded Individuals/Entities at <http://oig.hhs.gov/> prior to hiring or assigning individuals to work on this Agreement, and to notify the DEPARTMENT 1 immediately of any identification of the contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the contractor or any contractor employee.
9. Shall comply with all applicable audit requirements of the Office of Management and Budget (OMB), including but not limited to OMB Circular A-133.
10. Shall comply with all other applicable Federal, State, and City laws, executive orders, regulations and policies governing this Agreement.

**B. CERTIFICATIONS**

**1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.**

As required by Executive Orders 12549 and 12689, the undersigned, on behalf of the PROVIDER, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**2. CERTIFICATION REGARDING LOBBYING.**

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over $100,000, the undersigned, on behalf of the PROVIDER, certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000.00 for each such failure.

**3. CERTIFICATION OF NON-DELINQUENCY OF FEDERAL DEBT.**

The undersigned, on behalf of the PROVIDER, certifies to the best of his or her knowledge and belief that the PROVIDER is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

*The undersigned further provides assurance that it will include the language of the certifications in all subawards/subcontracts and that all subrecipients shall certify and disclose accordingly.*

*As the duly authorized representative of the PROVIDER, I hereby certify that the PROVIDER will comply with the above certifications.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title of Authorized Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date