

ATTACHMENT #3 - SAMPLE CONTRACT

DHS/DAO/PM/19-001-S
AGENCY CONTROL NUMBER

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN SERVICES**

AND

FOR

THIS CONTRACT, effective as of _____, by and between the Maryland State Department of Human Services _____, hereinafter abbreviated as the "DHS/ _____" and _____ a _____ hereinafter referred to as the "CONTRACTOR".

The DHS/ _____ and the CONTRACTOR do mutually agree as follows:

I.

PROGRAM AND SERVICES TO BE PROVIDED

Subject to the continuing availability of the State and /or federal funds, the DHS/ _____ shall purchase the CONTRACTOR'S services and the CONTRACTOR shall _____. These services shall be provided in accordance with the terms and conditions of this Agreement, the DHS/ _____'s Scope of Work, the CONTRACTOR'S proposal and budget dated _____, attached as the Appendix and incorporated as part of this Agreement.

II.

TERM OF AGREEMENT

Performance under this Agreement shall commence on _____ and shall continue until agreed upon services are completed, but in any case no later than _____. The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHS/ _____, in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.

III.

COSTS AND EFFICIENCY

(a) The cost to the DHS/ _____ for the services to be provided by the CONTRACTOR under the Agreement shall not exceed: _____ Dollars (_____).

(b) METHOD OF PAYMENT: Payments by the DHS' Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHS/ receiving funds as specified to pay for the total costs of the services set forth in the Appendix from .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHS/ shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHS/ reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is .

The CONTRACTOR agrees to include this number on all invoices billed to the DHS/ . The DHS/ may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is (individual contractor only). This number will be used for disbursement and tax purposes only.

IV.

GENERAL PROVISIONS AND CONDITIONS

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. The CONTRACTOR shall designate INSERT NAME, ADDRESS, TELEPHONE #, FAX # and EMAIL ADDRESS, or designee, to serve as Title for this Agreement. All contact between the DHS/ and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHS/ 's designated Title.

(c) Amendment of Agreement: This Agreement may be amended as the DHS/ and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

(e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHS/ in accordance with this clause in whole, or from time to time in part, whenever the Title shall determine that such termination is in the best interest of the State. The DHS/ will pay all reasonable costs associated with this Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHS/ shall terminate the Agreement. Prior to terminating this Agreement, the DHS/ shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHS/ may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHS/ 's option, become the State's property. The DHS/ shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable after termination and the DHS/ can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the Title's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHS/ .

(i) Anti-Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.

(j) Non-liability of the DHS/ : It is understood and agreed that the DHS/ shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHS/ , it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHS/ 's program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHS/ 's clients, agrees to include an acknowledgment of funding received from the DHS/ under this contract in any and all related publications. "Related publications"

are not limited to publications funded under the contract.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

FOR THE CONTRACTOR:

FOR THE DHS/ :

Signature

Signature

Type Name Here
Name

Type Name Here
Name

Type Title Here
Title

Type Title Here
Title

Date Signed

Date Signed

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.