

**DEPARTMENT OF HUMAN SERVICES
GRANT AGREEMENT
FOR
ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE**

This Agreement, which is executed in compliance with Section 7402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made as of _____, between the State of Maryland (the "State"), acting through the Department of Human Services (the "Department"), located at 311 West Saratoga Street, Baltimore, Maryland 21201 and _____ (the "Association"), located at _____, a _____ corporation/an unincorporated association (cross out as appropriate).

1. Effective on the date of this Agreement, the Department is extending to the Association a grant in the amount of _____ Dollars (the "Grant"), which the Association shall use only for the following purposes: _____.

2. Any expenditure of Grant funds that is not consistent with the purposes stated in paragraph 1 may, in the unilateral judgment of the Department, be disallowed. Should any expenditure be disallowed or should the Association violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State grant to the Association in the current or succeeding fiscal year, or other appropriate action. The Association shall repay to the Department any part of the Grant that is not used for the purposes stated in paragraph 1 within 2 years after the date of this Agreement.

3. The Association may not sell, lease, exchange, giveaway, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Association. The Association shall give written notice at least 15 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Association agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b) (1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Association shall, at Its own expense, and for the reasonable useful life of that term or for 5 years, which ever is less, obtain and maintain insurance. The insurance shall provide full protection for the Association and the State against loss, damage, or destruction of or to the real or personal property. The Association shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment to the State of the Grant, in the sole discretion of the Department.

5. The Association may not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, sexual orientation, national origin, disability or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or bylaws contain a nondiscrimination clause consistent with the Governor's Code of Fair Practices.

6. The person executing this Agreement on behalf of the Association certifies, to the best of that person's knowledge and belief, that:

- a) Neither the Association, nor any of its officers or directors, nor any employee of the Association involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Association's application for the Grant or this Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any State or of the United States;
- b) The Association has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Association, to solicit or secure the Grant or this Agreement, and the Association has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement;
- c) _____ The Association, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury,

the Department of Assessments and Taxation, and the Department of Economic and Employment Development, and has paid or arranged for the payment of all taxes due to the State;

- d) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant; and
- e) Neither the Association, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Association, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21. 08. 04.04 of the Code of Maryland Regulations.

7. Within 60 calendar days after the close of any fiscal year in which the Association received funds under this Agreement, the Association shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that fiscal year. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Association shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of final payment under this Agreement, a resolution of audit findings, or disposition of nonexpendable property, whichever is later. The Department, the Department of Budget and Fiscal Planning, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request at any reasonable time within the retention period.

8. The Association shall comply with Sections 7221,7402,7403, and 13221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. Commercial Non-Discrimination: As a condition of entering into this Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the Association under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Association agrees to: provide to the State, within 60 days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Association has used in the past four (4) years of any of its Grant Agreements that were undertaken within the State of Maryland including the total dollar amount paid by the Association on each subcontract or supply contract. The Association further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that is requested by the State. The Association understands and agrees that violation of this clause shall be considered a material breach of this agreement and may result in grant termination, disqualification by the State from participating in State Grant Agreements, and other sanctions.

10. The law of Maryland shall govern the interpretation and enforcement of this Agreement.

11. This Agreement shall bind the respective successors and assigns of the parties.

12. The Association may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

13. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

14. It is understood and agreed that the Department shall not be liable in any action of tort, contract, or otherwise for any actions of the Association arising out of this Agreement.

15. No employee of the Department, whose duties as such employee include matters related to or affecting the subject matter of this Agreement, shall while in such employment become or be an employee of the Association.

16. The following items are incorporated by reference and made a part of this Agreement:

In Testimony whereof, witness the hands and seals of the parties.

ATTEST:

FOR THE CONTRACTOR:

Signature

Name (typed)

Title

Date signed

SERVICES

**FOR MARYLAND STATE
DEPARTMENT OF HUMAN**

ATTEST:

Signature

Named (typed)

Title

Date Signed

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