

**GRANT AGREEMENT  
BETWEEN  
MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES  
AND**

**FOR**

Maryland's Project to Increase Food Supplement Program (FSP) Customers' Access to Farmers Markets

THIS GRANT AGREEMENT, effective as of                      is made by and between the Maryland State Department of Human Resources, (DEPARTMENT OR DHR), and, Vendor's Name, (GRANTEE), a Private Non-Profit agency.

The DEPARTMENT and the GRANTEE agree as follows:

**1. PROGRAM AND SERVICES TO BE PROVIDED**

1.1. Subject to the continuing availability of federal funds, the DEPARTMENT shall purchase GRANTEE'S services as described in the Grantee's Application to the DEPARTMENT for Maryland's Project To Increase Food Supplement Program (FSP) Customers' Access To Farmers Markets and Project Information and Funding Guidelines, attached hereto as Attachments A and B, respectively. The following additional documents are attached hereto and incorporated herein:

- a. Attachment C - Grantee's Approved Budget
- b. Attachment D - Claim for Reimbursement

1.2. The DEPARTMENT retains the unilateral right to require changes in the services, as long as the changes are within the general scope of work to be performed.

**2. TERM AND TERMINATION**

2.1. Performance under this Grant Agreement shall commence on                      and shall continue through                      .

2.2. The parties may agree in writing to an earlier termination date.

2.3 If the GRANTEE fails to fulfill its obligations under this Grant Agreement properly and on time, or otherwise violates any provision of the Grant Agreement, the DEPARTMENT may terminate the Grant Agreement. Prior to termination of this Grant Agreement, the

DEPARTMENT shall give the GRANTEE thirty (30) days prior written notice of such default, and if the GRANTEE has not cured such default within the thirty (30) day period, the DEPARTMENT may, by written notice, within five (5) days after expiration of this period, terminate the Agreement. The notice shall specify the acts or omissions relied on as cause for termination. The DEPARTMENT shall pay the GRANTEE fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages, caused by the GRANTEE'S breach.

### 3. PAYMENT

3.1. The cost to the DEPARTMENT for the services to be provided by the GRANTEE under this Grant Agreement shall not exceed \_\_\_\_\_, ( \_\_\_\_\_ ). Any increase in the grant amount for any renewal period may be pro rated over the annual grant in the same percentage as any applicable increase in grant funds in the Budget Bill over the previous fiscal year.

3.2. Payments by the DEPARTMENT shall be made promptly, no later than thirty (30) days after submission of an invoice from the GRANTEE.

3.3. The GRANTEE 'S Federal Tax Identification Number is \_\_\_\_\_. The GRANTEE agrees to include this number on all invoices. The DEPARTMENT may withhold payment for failure to comply with this provision.

3.4. Payment of these funds is conditional upon the DEPARTMENT receiving funds from **State of Maryland General Assembly and/or the federal government that have been appropriated under Grants Object 12** as specified, to pay for the total cost of the services set forth in the Appendix. The DEPARTMENT will give timely notice to the GRANTEE in the event that the DEPARTMENT does not receive the funds to pay for the total cost of the services provided under this Grant Agreement.

### 4. GENERAL PROVISIONS AND CONDITIONS

4.1. The terms of this Grant 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 State laws and regulations, including approval of the Board of Public Works where appropriate.

4.2. The DEPARTMENT shall not be liable in any action or tort, contract or otherwise for any action caused by the Grantee.

4.3. As a condition of the DEPARTMENT'S obligation to perform under this Agreement, the GRANTEE hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the

term of this Grant Agreement;

(c) It shall comply with all federal, State and local laws, regulations and ordinances applicable to its activities and obligations under this Grant Agreement; and

(d) It shall procure, at its expense, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Grant Agreement.

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

(a) Neither the GRANTEE, nor any of its officers or directors, nor any employee of the GRANTEE involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the GRANTEE'S application for the Grant or this Grant Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any State or of the United States;

(b) The GRANTEE has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the GRANTEE, to solicit or secure the Grant or this Grant Agreement, and the GRANTEE 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 GRANTEE, 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 Labor, Licensing, and Regulation, 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 GRANTEE, nor any of its officers, nor any person substantially involved in the contracting or fundraising activities of the GRANTEE, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08 of the Code of Maryland Regulations.

4.5. Indemnification and Claims:

(a) The GRANTEE shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the GRANTEE or its subcontractors under this Grant Agreement.

(b) The State of Maryland has no obligation to provide legal counsel or defense to the GRANTEE or its subcontractors in the event that a suit, claim or action of any character is

brought by any person not party to this Grant Agreement against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(c) The State has no obligation for the payment of any judgments or the settlement of any claims against the GRANTEE or its subcontractors as a result of or relating to the GRANTEE'S obligations under this Grant Agreement.

(d) The GRANTEE shall immediately notify the Procurement Officer of any claim or suit made or filed against the GRANTEE or subcontractors regarding any matter resulting from or relating to the GRANTEE'S obligations under the Grant Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the GRANTEE'S performance under this Grant Agreement.

4.6. The persons performing the services as set forth in the Appendix shall be employees of the GRANTEE. The GRANTEE is responsible for complying with all federal and State laws as to tax and Social Security payments to be withheld from wages paid to said employees.

4.7. The DEPARTMENT shall furnish the GRANTEE with such technical assistance and consultation by the DEPARTMENT staff as is reasonably necessary to assure satisfactory performance in providing the services required by this Grant Agreement.

The DEPARTMENT shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. The GRANTEE shall designate INSERT THE PROJECT OFFICER'S NAME, ADDRESS, TELEPHONE #, FAX # AND E-MAIL ADDRESS or his/her designee, to serve as Project Officer for this Agreement. All contact between the DEPARTMENT and the GRANTEE regarding all matters relative to this Grant Agreement shall be coordinated through the DEPARTMENT'S and GRANTEE'S designated Project Officers.

The use of funds under this Grant Agreement by the GRANTEE to hire consultants shall require the prior approval of any such arrangement and the proposed work plan of the consultant(s) involved by the DEPARTMENT, through its Project Officer. (Approval is not required if the Appendix indicates the consultant's use.)

4.8. This Grant Agreement may be amended as the DEPARTMENT and the GRANTEE mutually agree in writing. Except for the specific provision of the Grant Agreement which is thereby amended, the Grant Agreement shall remain in full force and effect after such amendment. Adjustments of funds between categories which do not affect the total authorized funding and are consistent with the objectives of this Grant Agreement do not require an amendment to the Grant Agreement. They must, however, be approved in writing by the Project Officer.

4.9. The GRANTEE shall operate under this Grant Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance. Except in subcontracts for

standard commercial supplies or raw materials, the GRANTEE shall include a clause similar to this clause in all subcontracts. The GRANTEE and each subcontractor shall post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

The GRANTEE understands that it will comply fully with provisions of the Americans with Disabilities Act. The GRANTEE agrees that it will not directly, or indirectly through contractual or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability; or that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the Department of Human Resources program with respect to individuals with a disability.

4.10. Non-hiring of Employees: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Grant Agreement, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

4.11. Financial Disclosure: The GRANTEE shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

4.12. Political Contribution Disclosure: The GRANTEE shall comply with Title 14 of the Election Law Article, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Election Laws: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

4.13. Unless otherwise provided in the Appendix, the GRANTEE may not, during the term of this Grant Agreement or any renewals or extensions of this Grant Agreement, assign or subcontract all or any part of this Grant Agreement without the prior written consent of the Project Officer.

4.14. Commercial Non-Discrimination: As a condition of entering into this Grant Agreement, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against the GRANTEE under Title 19 of the State Finance and Procurement

Article, as amended from time to time, the GRANTEE 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 GRANTEE 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 GRANTEE on each subcontract or supply contract. The GRANTEE 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 GRANTEE 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.

4.15. All parties hereby expressly acknowledge the possibility of substantial changes in State and federal regulations applicable to this Grant Agreement and expressly agree to renegotiate this Agreement as necessary to comply with such changes; provided that any increase in the scope of work or cost of performance will be compensated for by a budget increase or, in the alternative, by modifying the scope of work to reduce the cost of performance.

4.16. The GRANTEE shall retain all books, records, and other documents relevant to this Grant Agreement for a period of no less than three (3) 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 DEPARTMENT. The GRANTEE will provide to the DEPARTMENT a copy of that part of any audit performed by State or independent auditors which relates to the performance of this Grant Agreement and the administration of funds provided by the DEPARTMENT pursuant to this Grant Agreement. Any additional audit information requested by the DEPARTMENT may be secured at its own expense using Department of Human Resources auditors or other State-approved auditors.

4.17. (a) GRANTEE shall obtain written approval of the DEPARTMENT for any purchase of assets with funds paid under this Grant, excluding the POS equipment and any other items not required with regard to the purchase of assets described in the Attachments.

(b) Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the GRANTEE at a cost of over FIFTY DOLLARS (\$50.00) including purchase by lease-purchase agreement for the cost of which the GRANTEE is to be reimbursed under this grant, shall immediately vest in the DEPARTMENT upon (i) issuance for use of such property in the performance of this grant, or (ii) reimbursement of the cost thereof by the DEPARTMENT, whichever occurs first.

(c) The GRANTEE shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of the DEPARTMENT'S property so as to assure its full availability and usefulness for the performance of this grant.

(d) The DEPARTMENT'S property shall, unless otherwise provided herein, or approved in writing by the DEPARTMENT, be used only for the performance of this grant.

(e) In the event that the GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the DEPARTMENT'S property, it shall use the proceeds to repair, renovate, or replace the DEPARTMENT'S property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the DEPARTMENT as directed by the DEPARTMENT.

(f) At the conclusion of the term of this grant, the GRANTEE shall deliver to the DEPARTMENT a listing of all the DEPARTMENT'S property purchased hereunder, showing the following information as to each property item:

- (i) description of the property;
- (ii) manufacturer's serial number or other identification number;
- (iii) acquisition date and cost;
- (iv) source of the property;
- (v) percentage of Federal funds used in acquisition of the property;  
and
- (vi) location, use and condition of the property.

(g) Upon termination of the grant, the DEPARTMENT may require the GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of this grant.

(h) As an alternative to the provisions of (a) - (g), the GRANTEE may elect to furnish property for use in the performance of this grant out of its own funds, for which the DEPARTMENT will reimburse it to the extent of its allocated share of the annual depreciation expense of such property allowed by IRS depreciation schedules.

**This Grant 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 understandings or representations, oral or written, regarding the subject matter of this Grant 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 Grant Agreement.**

**Attest:**

**For the GRANTEE:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attest:**

**For the DEPARTMENT:**

\_\_\_\_\_

\_\_\_\_\_  
Signature

**Rosemary Malone**  
Name

**Executive Director, FIA**  
Title

\_\_\_\_\_  
Date

THIS GRANT AGREEMENT APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
ATTORNEY GENERAL'S OFFICE

\_\_\_\_\_  
DATE