

TEMPLATE GRANT AGREEMENT [NOT FINAL]

BETWEEN

MARYLAND DEPARTMENT OF AGING

AND

THIS GRANT AGREEMENT is made by and between the Maryland Department of Aging (“DEPARTMENT”) and _____ (“GRANTEE”).

The DEPARTMENT and the GRANTEE agree as follows:

1. PROGRAM AND SERVICES TO BE PROVIDED

1.1. Subject to the continuing availability of State and/or federal funds, the DEPARTMENT shall fund GRANTEE’S services, in accordance with Section 10-1101 and 10-1102 of the Human Services Article of the Annotated Code of Maryland, as described in GRANTEE’S proposal. GRANTEE’S proposal, which is attached as the Appendix, addresses GRANTEE’S Healthy Aging project.

1.2. The Appendix includes an approved budget, which addresses Grantee’s indirect costs.

1.3. 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 **December 1, 2023** and shall continue through **June 30, 2024**. If the grant award is finalized after the start of the designated term, the DEPARTMENT and GRANTEE agree to abide by the provisions of this Grant Agreement for the entire term.

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 grant. The notice shall specify the acts or omissions relied on as cause for termination. Upon termination of this agreement under this subsection, the DEPARTMENT may recover from GRANTEE the portion of the grant funds that is equal to the proportion of activities that was not completed, i.e. if half the grant activities are not completed, the Department may recover half the funds.

3. PAYMENT

3.1. The cost to the DEPARTMENT for the services to be provided by the GRANTEE under this Grant Agreement, as indicated in the approved budget, shall not exceed:

\$ _____ (“Not-to-Exceed Amount”)

3.2. GRANTEE will be entitled to the Not-to-Exceed Amount upon execution of this Grant Agreement by all parties and upon processing by the DEPARTMENT of a proper Request for Funds by GRANTEE.

For the avoidance of doubt, GRANTEE is required to submit program and financial reports in accordance with Section 3.5 and Section 3.6 of this Grant Agreement.

3.3. The GRANTEE’S Federal Tax Identification Number is:

_____.

3.4. (If applicable) 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.

3.5 Program and Financial Reports. GRANTEE shall submit program and financial reports on January 15, 2024, April 15, 2024, and July 15, 2024 (final program and financial reports).

3.6 Program reports shall address activities, accomplishments, challenges, opportunities, and achievement of measurable outcomes. Financial reports shall provide financial data on a form provided by the DEPARTMENT, which may require showing expenditures by budget line item to date. The financial reports shall demonstrate that charges were for expenses that the approved budget indicated this grant would cover.

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, including §§ 7-402, 7-403, 7-405, and 7-406 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

4.2. Each party is responsible for its own actions under this agreement and will not try to hold the other party liable with respect to any matter not arising from that party’s actions. 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 State Department of Assessments and Taxation, and the Maryland Department of Labor, 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 Subtitle 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, including matters of copyright or other intellectual property.
- (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 Project 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 its _____ or such person's 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 designated Project Officer.

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 because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, disability that is unrelated in nature and extent so as not to reasonably preclude the performance of such employment, or sexual orientation, or any other characteristic that is forbidden as a basis for discrimination by applicable State and federal laws, such as Maryland law that forbids discrimination based on gender identity or genetic information. Except in contracts for standard commercial supplies or raw materials, the GRANTEE shall include a clause similar to this clause in all contracts it enters into with funds from this grant. The GRANTEE and each contractor 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.

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 Grantee 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 units or both during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of

these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information.

4.12. Political Contribution Disclosure: The GRANTEE shall comply with Title 14 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into a contract, lease, or other agreement with the State, including its agencies or a political subdivision of the State, in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections certain statements in accordance with the statute.

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. 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.

4.15. The GRANTEE shall retain all books, records, and other documents relevant to this Grant Agreement for a period of three years from the date of submission of the final expenditure report (unless required to be retained for a longer period, such as in the event of litigation or audit) or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, unless required to be retained for a longer period in accordance with 45 C.F.R. § 75.361 (for example, in the case of litigation or audit), or, for both Federal and non-Federal grants, in accordance with any other applicable statute, regulation, or requirement, 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 for such in the performance of their official duties, and such other persons as are authorized by the DEPARTMENT. The GRANTEE shall also ensure that the applicable record retention requirements are made known to any sub-grantee. 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 Maryland Department of Aging auditors or other State-approved auditors.

4.16. (a) GRANTEE shall obtain written approval of the DEPARTMENT for any purchase of assets with funds paid under this Grant, excluding ordinary office supplies, except that such is not required with regard to purchase of assets described in the Appendix attached hereto.

(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 FIVE HUNDRED DOLLARS (\$500.00) 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 DEPARTMENTS 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 thereunder, 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 State 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.

4.17. Project Information Dissemination: All materials created under this agreement shall contain the following attribution: "Grant funds from the Maryland Department of Aging assisted in the development of this material. Points of view or opinions contained herein are those of the authors and do not necessarily represent the official position or policies of the Department."

4.18. Ownership of Intellectual Property: The GRANTEE will own all rights, title

to and interests in any and all intellectual property that are created, conceived of, reduced to practice or authored solely by GRANTEE employees. The GRANTEE and Department will jointly own the data developed under this grant agreement. The GRANTEE and Department will jointly own all rights, title to and interests in any and all intellectual property that are created, conceived of, reduced to practice or authored jointly by GRANTEE and Department employees. The Department will own all rights, title to and interests in any and all intellectual property that are created, conceived of, reduced to practice or authored solely by Department employees. Each party hereby licenses any intellectual property it develops under this Agreement to the other party to use or modify without cost in perpetuity.

4.19. Privacy: GRANTEE agrees (1) to keep all confidential information, including personally identifiable information, submitted to it in the course of this undertaking confidential, and (2) to refrain from using the confidential information for purposes other than in the performance of this Agreement. GRANTEE will impose this requirement of confidentiality upon all of its employees and subcontractors and sub-grantees. All subcontract or sub-grant agreements to be entered into in connection with this undertaking by GRANTEE shall contain confidentiality requirements similar to the provisions of this Agreement.

4.20. This Grant Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Each person signing this Grant Agreement represents and warrants that such person has full right, power, and authority to execute this Grant Agreement.

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)

(Printed name and title)

(Date)

Attest:

For the DEPARTMENT:

Carmel Roques, Secretary,
Maryland Department of Aging

(Date)

Approved for form and legal sufficiency for the State of Maryland this

_____ day of _____, 2023.

Assistant Attorney General