LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
SPANISH CATHOLIC CENTER, INC.

DATE: 3/27/02

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 27th day of March, 2006, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and SPANISH CATHOLIC CENTER, INC., a Maryland nonprofit 501 (c) 3 organization (the "Licensee"), (the County and the Licensee together the "PARTIES").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the building located at 2000 Dennis Avenue, Silver Spring, Maryland, known as Dennis Avenue Health Center ("Health Center") and

WHEREAS, the County created a new program called Montgomery Cares, to provide medical and dental care to low income and uninsured adults in Montgomery County; and

WHEREAS, under the Montgomery Cares program, the Licensee has agreed to provide dental services located at the Health Center two (2) evenings a week and the County agrees to share clinic space at the Health Center for this purpose.

In consideration of the covenants contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties mutually agree as follows:

1. LICENSED PREMISES: County does hereby grant Licensee the privilege, license and right to the non-exclusive use of clinic space located in the Health Center located at 2000 Dennis Avenue, Silver Spring, Maryland as outlined in red on **EXHIBIT A** (the "Licensed Premises"), which is attached to this License and

incorporated as if fully set forth, for the exclusive purpose of the Licensee providing dental care services described in the Memorandum of Understanding attached as **Exhibit B** and incorporated as if fully set forth herein (the "MOU"). The Licensed Premises contains the following:

A. reception area;

B. two (2) dental operation rooms equipped with basic dental units;

C. one (1) lab room/sterilization area;

D. hazardous waste storage area;

E. use of photocopier in lobby of the Health Center;

F. use of sterilization equipment; and

G. limited use of refrigerator and cabinet storage which will be determined by the County.

2. LICENSE TERM: The term of this License is for five (5) years, commencing on January 12, 2006 and expiring on January 11, 2011 (the "License Term"). This License and/or the MOU may be terminated at any time during the License Term or any extension of the License Term by the County upon ten (10) days written notice to the Licensee. The County is under no obligation to provide alternative space for the Licensee and is not responsible for any moving costs or any expenses incurred by the Licensee as a result of the termination or expiration of this License for any reason.

3. RENEWAL OPTION: The Licensee shall have the right, at its option, to extend the License Term for one (1) additional five (5) year term (the " Renewal Term"), provided that: (a) the Licensee is not in default of any of the provisions of this License; (b) the License is in full force and effect; (c) the County has not given the Licensee notice of the County's intention to terminate the License or notice that it intends not to renew the License. The Licensee shall provide the County with written notice that the Licensee desires to exercise Licensee's option to extend the License Term, one hundred and twenty

(120) days prior to the expiration of the current License Term. TIME IS OF THE ESSENCE FOR THE LICENSEE'S NOTICE TO THE COUNTY.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in attached MOU, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar ($1.00) per year. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Office of Real Estate, P. O. Box 62077, Baltimore, Maryland 21264-2077.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used as a Dental Clinic ("Dental Clinic") which services are further described in MOU (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law for operation as a Dental Clinic under the Permitted Use and the MOU. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the MOU will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the MOU.

6. HOURS OF OPERATION: Licensee shall be granted use of the Licensed Premises between 3:00 p.m. and 9:00 on Wednesday and Thursday, year long. Operation of the Dental Clinic shall begin at 3:30 p.m. and shall end at 8:30 p.m. on Wednesday and Thursday. Use of the Licensed Premises at other times must be approved in advance, in writing, by the County.

7. ASSIGNMENT: The Licensee shall not assign, transfer, mortgage or otherwise encumber this License or sublet or rent (or permit a third party to occupy or use) the Licensed Premises or any part of the Licensed Premises.

8. CONDITION OF LICENSED PREMISES: Licensee accepts the Licensed Premises in "as is" condition. Licensee agrees to maintain the Licensed

Premises in good condition and free of clutter throughout the License Term. Licensee acknowledges and agrees that at the end of the License Term, the Licensed Premises shall be returned to the County in the same condition as they were when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

9. ALTERATIONS AND IMPROVEMENTS: Licensee shall not be permitted to undertake any alterations, changes or improvements to the Licensed Premises.

10. SERVICES AND OPERATING EXPENSES:

A. The County will be responsible for providing to the Licensed Premises regular janitorial services, including hazardous waste removal, refuse removal, recycling, and pest control.

B. The County will provide fire extinguishers where needed.

C. The County will be responsible for the payment of utilities necessary for the operation of the Health Center of which the Licensed Premises are a part.

D. The County will be responsible for building maintenance of the Health Center as well as the maintenance of the grounds immediately adjacent to the Health Center of which the Licensed Premises are a part.

E. The County will be responsible for snow and ice removal or treatment of walkways and the parking areas, as it becomes necessary.

F. The County will be responsible for major structural repairs, and maintenance and repair of the Health Center's mechanical systems.

G. The County will provide, at its expense, photocopy machine use, telecopier use and phone use (for local calls only)

H. County and the Licensee agree that the County's maintenance responsibilities, as set forth above will be performed by the County, at the County's expense.

11. FURNITURE, FIXTURES AND EQUIPMENT: At the termination of this License, Licensee must deliver to the County the Licensed Premises in good, clean condition, reasonable wear and tear excepted. All items which are attached to the building, or are a part of the Building's systems at the time the building is delivered to Licensee, shall remain with the Building and shall be delivered to Licensee along with the building. Any personal property remaining within the Licensed Premises after termination of the License shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance: The Licensee agrees to obtain and maintain, during the full term of this License, any Renewal Terms, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy or policies of insurance issued by an insurance company or companies licensed in the State of Maryland and acceptable to the County containing the types of insurance coverages and limitations set forth in the Insurance Requirements, attached hereto as **Exhibit C**, which is incorporated by reference and made a part of this License Agreement.

B. Licensee's Owned Contents: . The Licensee must provide evidence of property coverage for their owned contents and any improvements to the Licensed Premises. Coverage shall be on a replacement cost basis for "all risks of direct physical loss or damage except as specifically excluded." The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

C. County's Insurance: The County will maintain its normal fire and liability insurance on the Licensed Premises. The County reserves the right to self-insure.

D. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850.

E. Additional Insured: The Licensee's General Liability Policy must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement.

F. Subrogation: If a casualty or other occurrence which should be covered by the insurance required by this License Agreement occurs, the Licensee must look solely to its insurer for reimbursement and the Licensee must ensure that such insurance is so written that the Licensee's insurer waives all rights of subrogation and shall have no cause of action against the County, its agents, or employees as a result of such casualty or occurrence. The Licensee waives and releases all right of recovery which it might otherwise have against the County or its agents or employees by reason of any loss or damage resulting from such casualty or other occurrence, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

13. HOLD HARMLESS: The Licensee agrees to hold harmless and defend the County from and against any and all claims of liability, actions, damages and expenses arising out of or related to the Licensee's breach of this License Agreement or use or possession of the Licensed Premises occasioned wholly or in part by any act or omission of the Licensee, its agents, contractors, guests or employees, except such claims

arising solely from the negligent acts or omissions of the County, the County's employees, agents and contractors.

14. RESPONSIBILITIES OF LICENSEE: Licensee covenants and agrees as follows:

A. Licensee shall not keep gasoline or other flammable material or any explosive within the Licensed Premises which will increase the rate of fire insurance on the Licensed Premises beyond the ordinary risk established for the type of operations described in Paragraph 5, above. Any such increase in the insurance rate due to the above, or due to Licensee's operations within the Licensed Premises, shall be borne by Licensee. Licensee shall not willfully do any act or thing in or about the Licensed Premises which may make void or voidable any insurance on the Licensed Premises, and Licensee, upon receipt of the same in writing, agrees to conform to all rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

B. Licensee shall not use or allow the Licensed Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Licensed Premises, adjacent properties or the adjacent neighborhood.

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County, except as otherwise provided for in Paragraph III of the MOU.

D. Licensee acknowledges that all responsibilities of Licensee relating to the use or misuse of the Licensed Premises and anything therein shall be construed to include use or misuse thereof by Licensee's agents and employees, guests and invitees.

E. Licensee shall not have pets in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

G. Licensee further acknowledges that all shared appliances and equipment are in working order.

H. Licensee must maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures.

I. Licensee must require and assure that all entrance doors and windows in the Licensed Premises shall be closed and locked when the Licensed Premises are not in use. Further, Licensee before closing and leaving the Licensed Premises at any time must close all windows and doors and secure the Licensed Premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Licensee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of County and in the event of an approved change, shall provide County with keys to the facility. Licensee shall, upon the termination of its tenancy, restore to the County all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished the Licensee shall pay to the County the cost thereof.

J. All occupants of the Licensed Premises shall be informed as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

K. Licensee agrees to have an on-site representative to interact directly with on-site staff of the Health Center for facility, property management and day-to-day issues relative to Licensee's occupancy.

L. The Licensee is responsible for on site management of the Licensed Premises and must keep posted, in a conspicuous place within the Licensed Premises, the Licensee's responsibilities and obligations as specified in the MOU

M. The Licensee must indemnify, defend and hold the County and the County's other tenants, licensees, agents and employees (together the "Indemnities") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorney's fees, which may be imposed upon, incurred by, or asserted against any of the Indemnities and arising, directly or indirectly, out of or in connection with (i) The Licensee's breach of its obligations under this License; (ii) the acts or negligence of the Licensee, its agents, contractors, and employees in the premises or on the Licensed Premises; and (iii) the use or occupancy of the Licensed Premises, and by the Licensee, its agents, servants, employees and contractors. In case any action or proceeding is brought against any of the Indemnities by reason of any of the foregoing, the Licensee must reimburse the County the cost of defending such action or proceeding, or upon the County's written demand and at the Licensee's sole cost and expense, the Licensee must defend such action and proceeding by counsel approved by the County.

N. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

O. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the MOU. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to their operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

P. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

Q. The Licensee must not interfere with the County's use or other tenant's or the Licensee's use of the Licensed Premises and the premises of which the Licensed Premises are a part.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for use as a child care facility, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Licensed Premises are a part, the County may elect not to restore the said building and this License shall automatically terminate and the Parties shall be discharged from all responsibilities arising under this License.

16. DEFAULT: Licensee shall be considered in default of this License and County may terminate this License upon the occurrence of any of the following:

i. Failure to perform under any term, covenant or condition of this License;

ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;

iii. The making of any assignment for the benefit of Licensee's creditors;

iv: The abandonment of the Licensed Premises by Licensee;

v: any default or breach of the terms and conditions of the MOU which is not cured prior to the expiration of any applicable notice and cure period;

vi: Use of the Licensed Premises by the Licensee or with the consent of Licensee, for uses other than the Permitted Uses; and

vii: The intentional use of the Licensed Premises by Licensee or by Licensee's agents, employee, contractors, or guests, for any unlawful purpose.

17. ACCESS: Licensee shall allow County and County's employees or agents to have access to the Licensed Premises at all times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by County, or which County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Licensed Premises.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, to remove all goods and effects from the Licensed Premises not the property of County, and to yield up to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Subject to the terms of this License Agreement to the contrary, Licensee shall pay for all damages to the Licensed Premises, its fixtures, and appurtenances, as well as all damages sustained by Licensee or occupants of the Licensed Premises due to any waste, misuse, or neglect of

said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its employees, or any other person or persons upon the Licensed Premises by Licensee's permission.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

21. WAIVER: The waiver of at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this License shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver must not be construed or understood as waiving any further or other rights of either Party.

22. NON-DISCRIMINATION: The Licensee agrees to comply with the non-discrimination in policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2004, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

24. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective Parties shall be addressed as follows:

Licensee:
Spanish Catholic Center, Inc.
1618 Monroe St., NW
Washington, DC 20008

County:
Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:
Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is Spanish Catholic Center, Inc., and the address for receipt of notices and service of process is 1618 Monroe St., N.W., Washington, D.C. 20008. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal

and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay for the services specified in the MOU. The Licensee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

28. AMERICAN DISABILITIES ACT REQUIREMENTS: County and Licensee agree that any future modifications made to the Licensed Premises shall be made in conformance with the requirements of the Americans with Disabilities Act, the Federal Fair Housing Act, and all safety and accessibility requirements in Federal, State, and County Laws and regulations. Licensee must obtain all required permits prior to making any modifications to the Licensed Premises and must comply with all applicable Building and Safety Codes.

29. EMINENT DOMAIN: The Licensee is not entitled to any condemnation award granted to the County as owner of the Licensed Premises. In the event that the Licensed Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat of such taking, the Licensee will not be entitled to recover from the County any capital expenditures for improvements and betterments made by the Licensee to the Licensed Premises at the Licensee's expense.

30. FORCE MAJEURE: Neither Party will be deemed in default with respect to the performance of any terms, covenants, and conditions of this License if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through natural or other cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of License Fees. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a Party.

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations,

inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

32. MODIFICATION: This License (other than the Rules and Regulations, which may be changed from time to time) must not be modified in any manner except by an instrument in writing executed by both Parties with the same formality as this License.

33. GOVERNING LAW: This License and its performance is to be governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland.

34. CLAIMS: Any action brought by or on behalf of either Party in connection with the performance of this License must be filed and maintained in a court of competent jurisdiction in Montgomery County, Maryland.

35. PARKING: The Licensee is entitled to full use of the parking facilities which are a part of the Licensed Premises as of the date of execution of this License. Parking for the Licensee and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

By: Rebecca S. Domaruk

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Joseph F. Beach

Joseph F. Beach, Assistant
Chief Administrative Officer

Date: 3/27/06

WITNESS:

By: Cassandra Frost

LICENSEE:
SPANISH CATHOLIC CENTERS,
INC.

By: [illegible]

Title: Division Director

Date: 3/22/06

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen P. Brennan

Date: 3/1/2006

RECOMMENDED

By: Cynthia L. Brenneman

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 3/1/06

2000 Dennis Avenue

Montgomery County Maryland

Department of Health and Human Services

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Between **Montgomery County, Maryland** and **Spanish Catholic Center, Inc.**
Regarding the Montgomery Cares Oral Health Program

This Memorandum of Understanding (MOU) made this 12th day of January, 2006 is entered into between Spanish Catholic Center, Inc. (SCC) and Montgomery County, Maryland ("County"), (collectively the "Parties"). Its purpose is to identify each Party's responsibilities in providing primary dental services to eligible Montgomery County residents in the Dennis Avenue Dental Clinic as part of the Montgomery Cares Oral Health Program.

I. BACKGROUND

There are an estimated 80,000 to 100,000 low-income, uninsured adult residents of Montgomery County who lack access to primary health care services, including dental services. To help meet the health care needs of these residents, the County created a new program, Montgomery Cares, whose goal is to provide primary medical care to 40,000 low-income, uninsured adults through a network of nonprofit clinics by 2010. To determine the feasibility of providing dental services to this population, the program's FY06 budget includes funds for a pilot oral health program. The Spanish Catholic Center, Inc. is a nonprofit 501 (c) 3 organization that provides primary medical care to Montgomery County adults through Montgomery Cares and also provides dental care to low-income, uninsured adults in the District of Columbia. As part of the Montgomery Cares Oral Health Program Pilot, the Spanish Catholic Center, Inc. agrees to take referrals from the following Montgomery Cares Clinics: Spanish Catholic Center Medical, Projecto Salud, People's Wellness Center, Muslim Community Center Clinic, Mercy Health Clinic, Holy Cross Hospital Health Clinic, Mobile Medical Care, Inc. (all sites) and Community Clinic, Inc. (as needed)." Spanish Catholic Center agrees to provide therapeutic dental services to adults at the SCC Dental Clinic, to be located at the Dennis Avenue Health Center, 2000 Dennis Avenue, in Silver Spring two evenings per week and the County agrees to share clinic space at its Dennis Avenue Health Center in Silver Spring for this purpose. Both Parties agree to designate key administrative contacts to oversee the implementation of this MOU.

II. COUNTY RESPONSIBILITIES

The County agrees to:

1. Establish a separate Space License Agreement between the County and the SCC to allow the SCC to use the following space and equipment at the Dennis Avenue Health Center, located at 2000 Dennis Avenue, Silver Spring, during the hours that SCC is delivering primary dental services to clients who are referred by the Montgomery Cares Program:

    a. reception area;

b. two (2) dental operatory rooms equipped with basic dental units;

c. one (1) lab room/sterilization area;

d. hazardous waste storage area;

e. use of a photocopier in lobby;

f. use of sterilization equipment; and

g. limited use of refrigerator and cabinet storage as volume allows.

2. The County will provide the following:

a. hazardous waste disposal;

b. all utilities (heat, electric, water);

c. building maintenance;

d. use of a photocopier and fax machine, for local calls only; and

e. building security.

3. The County will provide medical liability and general liability coverage for any non-paid, medically licensed dentist and dental hygienist who registers as a County volunteer to provide services through the SCC Dental Clinic held at the Dennis Avenue Health Center. As defined in Article 20-37 of the Montgomery County Code, the County's liability is limited by the Local Government Tort Claims Act to $200,000 per individual claim and $500,000 per total claims arising from the same occurrence for damages resulting from tortious acts or omissions. The County will not provide any insurance protection to SCC employees or contractors or to non-medically licensed volunteers.

4. The County agrees to recruit, train and provide administrative supervision for any medical volunteers who are registered as County volunteers, including volunteer dentists and hygienists who are providing services under this MOU.

III. SCC RESPONSIBILITIES

SCC agrees to:

1. provide qualified, licensed dental professionals, either paid or volunteer to:

    a. perform limited general dental care, provide oral health education, and information and referral for dental care resources, as needed, to Montgomery County adults over age 19 who are referred from clinics participating in the Montgomery Cares Program;

    b. refer patients screened who are age 60 and older to the County's Department of Health and Human Services (DHHS) Senior Dental Program; and

    c. serve as medical director of the SCC dental clinic at Dennis Avenue.

2. provide a qualified program administrator to oversee clinic operations and serve as liaison between SCC and DHHS;

3. organize, administer, and conduct the dental clinic sessions two times per week at the Dennis Avenue Health Center. In doing this, SCC must schedule appointments, schedule the dentists, hygienists, appropriate support staff, screen and triage patients, and provide direct dental care to eligible adults;

4. supervise all dental care, ensure that all dental treatment is properly documented, and that patient records are maintained in accordance with standard dental practice. SCC must ensure client confidentiality and comply with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable privacy laws and regulations for all patients;

5. payment for services will not be required; however, SCC may request and retain donations. SCC must provide donators with a receipt indicating the date and amount of the donation. The receipt must state that the donation is being accepted by the Spanish Catholic Center;

6. maintain onsite copies of licenses, relevant certifications, and credentials for all dentists, dental hygienists, and other licensed staff and volunteers providing patient care at the SCC Dental Clinic located at the Dennis Avenue Health Center; and provide the County access to copies of these documents upon request and during site reviews and quality assurance monitoring visits;

7. post a sign prominently in the reception area during clinic hours stating that the dental services for adults are being provided by the Spanish Catholic Dental Clinic, a non-profit agency. The signage must be approved by the County prior to SCC services being delivered;

8. provide appropriate dental supplies, including personal protective equipment and apparel, as well as all other portable dental equipment including, but not limited to cavitron, hand pieces, cure lights, and amalgamators. All portable equipment being attached to an existing ADEC brand dental unit must be compatible and up-to-date with the ADEC unit. SCC must replace or repair any shared County dental equipment which may get damaged during an SCC clinic session;

9. provide equal access to care for all eligible Montgomery County adult residents, referred from the Montgomery Cares Program, regardless of racial or ethnic background;

10. deliver services in a client-focused manner and ensure cultural competency through both verbal and written communications and translations, as needed;

11. ensure that patients receive adequate instructions for after-hours dental emergencies;

12. maintain all drugs, both prescription and over-the-counter, locked in designated cabinets;

13. comply with Maryland Occupational Safety and Health (MOSH) standards for environmental safety, infection control, and hazardous waste disposal;

14. comply with the quality assurance standards established by DHHS including allowing the County access to conduct quality assurance site visits.;

15. maintain patient records which are the property of SCC and will be brought to each clinic and returned at the end of each clinic to SCC's office;

16. hold clinic sessions on Wednesdays and Thursdays between 3:30 p.m. and 8:30 p.m.; or at other times pending approval by the County, and if allowed under the license agreement with the County;

17. protect patient confidentiality through policies and procedures consistent with HIPAA and all other applicable laws and regulations;

18. follow the County's inclement weather policy, which could include a decision to close County government offices. and

19. Obtain copies of State of Maryland licenses, Drug Enforcement Administration (DEA) and Controlled Dangerous Substance (CDS) certificates for all volunteer dentists and hygienists. The SCC medical director of the SCC Dental Clinic must provide medical supervision of the medical volunteers providing these services.

IV. INDEMNIFICATION

The Contractor and the County agree to indemnify and hold each other harmless from any liability, damage, cause of action, suits, claims or judgments arising from injury to person or property or otherwise which arises out of the act, failure to act, or negligence of the indemnifying party in connection with or arising out of the activity which is the subject of this agreement. Any obligation or liability of the County, arising in any way from this agreement is subject to, limited by, and contingent on the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. Section 5-301, et seq., (the "LGTCA"). Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.

V. MANDATORY INSURANCE REQUIREMENTS

Prior to the execution of this MOU by the County, SCC must obtain at its own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this MOU, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, SCC must provide a copy of the insurance policies. SCC's insurance must be primary.

Commercial General Liability

A minimum limit of liability of **five hundred thousand dollars ($500,000)**, combined single limit for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractor
Products and Completed Operations, during and for two years after completion of the work

Professional Liability (Medical/Dental)

Professional liability insurance covering errors and omissions and negligent acts committed during the period of the agreement with the County with a limit of liability of at least ***one million dollars ($1,000,000)*** per claim and aggregate and a maximum deductible of $25,000. SCC agrees to provide a one-year discovery period under this policy.

Worker's Compensation/Employers Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employer's Liability limits:

Bodily Injury by Accident - $100,000 each accident
Bodily Injury by Disease - $500,000 policy limits
Bodily Injury by Disease - $100,000 each employee

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on SCC's Commercial and Excess/Umbrella Insurance for Liability arising out of SCC's products, goods and services provided under this MOU.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change to any of the policies is required.

Certificate Holder

Montgomery County, Maryland
Heath & Human Services
Contract Management Team
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

VI. OTHER TERMS AND CONDITIONS

1. SCC may not assign or transfer this agreement, any interest herein or any claim hereunder, except as expressly authorized in writing by the County's Chief Administrative Officer.

2. SCC and SCC's employees are not agents of the County.

3. The County may terminate this agreement upon written notice to the SCC, when the County determines this to be in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice.

4. SCC Dental Clinic services may not commence under this agreement until all conditions for commencement are met, including execution of the agreement by both parties, and compliance with insurance requirements.

VII. TERM OF THE AGREEMENT

The term of this MOU will be effective upon date of signature by the County's Chief Administrative Officer or designee and shall continue until terminated by the County.

This MOU represents the complete and final understanding of the parties, and no other understanding or representation, oral or written, shall be deemed to exist or to bind the parties hereto.

VIII. BUSINESS ASSOCIATE AGREEEMENT

The County's Business Associate Agreement is incorporated by reference and made a part of this Contract as Attachment A. Contractor must comply with all provisions stated in Attachment A.

IX. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made part of this Contract, and are listed in order of legal precedence below in the event of a conflict in their terms:

A. This MOU document;

B. The Business Associate Agreement (BAA), Attachment A.

[Signature page follows]

SIGNATURES

SPANISH CATHOLIC CENTER, INC.

Signature

Title: Director of Operations

Date Jan 23/06

MONTGOMERY COUNTY, MARYLAND

Bruce Romer
Chief Administrative Officer

Date 1-12-06

RECOMMENDED:

By: Kenneth H Murray, for
Carolyn W. Colvin, Director
Department of Health and Human Services

Date: 1/13/06

APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

By:
~~Anne T. Windle~~ Andrew Thompson
Assistant County Attorney

Date: 1/11/06

Attachment A

AGREEMENT

This Agreement (the "Agreement") between **MONTGOMERY COUNTY, MARYLAND** ("County" or "Covered Entity") and Spanish Catholic Center, Inc. ("SCC" or "Business Associate") is dated and effective as of the date of signature of the County's Chief Administrative Officer or designee.

WHEREAS, COVERED ENTITY is disclosing or making available certain data, which may include Protected Health Information as that term is defined in 45 C.F.R. §164.501 ("PHI"), to SCC in connection with SCC'S performance of primary dental services, for COVERED ENTITY, pursuant to a Memorandum of Understanding (MOU) dated 1/12/06 between COVERED ENTITY and SCC (the "Services");

WHEREAS, COVERED ENTITY is or may be subject to the requirements of 42 U.S.C. §§1171, *et seq.,* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder (65 Fed. Reg. 82462, *et seq.*, December 20, 2000, as modified by 67 Fed. Reg. 53183, August 14, 2002 (the "Privacy Regulations")).

NOW, THEREFORE, the parties agree as follows:

1. SCC may use and disclose PHI only as required to perform Services, as permitted herein, or as required by law. SCC must not use or disclose PHI received from COVERED ENTITY in any manner that would constitute a violation of the Privacy Regulations if done by COVERED ENTITY.

2. SCC must use appropriate safeguards to prevent uses or disclosures of PHI that are not permitted by this Agreement or the Privacy Regulations. Furthermore, SCC must take reasonable precautions to protect the PHI from loss, misuse and unauthorized access, disclosure, alteration and destruction.

3. SCC must, as soon as reasonably practicable after becoming aware of any use or disclosure of PHI in violation of this Agreement, report any such use or disclosure to COVERED ENTITY.

4. SCC must obtain and maintain an agreement with each agent or subcontractor that has or will have access to the PHI, which is received from, or created or received by SCC in the course of performing Services for COVERED ENTITY, or otherwise, pursuant to which agreement such agent or subcontractor must be bound by the same restrictions, terms and conditions that apply to SCC under this Agreement with respect to such PHI.

5. Within a reasonable time after a request by COVERED ENTITY for access to PHI about an individual contained in a Designated Record

Set, SCC must make available to COVERED ENTITY such PHI. "Designated Record Set" shall mean a group of records maintained by or for COVERED ENTITY that is (i) the medical records and billing records about COVERED ENTITY patients maintained by or for COVERED ENTITY, or (ii) used, in whole or in part, by or for COVERED ENTITY to make decisions about its patients. As used herein the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for COVERED ENTITY. For the purposes of this, and other paragraphs in this Agreement, SCC is responsible for identifying and locating the requested PHI and providing it to the COVERED ENTITY.

6. In the event that any individual requests access to PHI contained in a Designated Record Set directly from SCC, then SCC must, as soon as reasonably practicable, forward such request to COVERED ENTITY. Thereafter, any denials of access to the PHI requested shall be the responsibility of COVERED ENTITY.

7. Within a reasonable time after receipt of a request from COVERED ENTITY for the amendment of an individual's PHI contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), SCC must provide such information to COVERED ENTITY for amendment, and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526, as determined in the sole discretion of the COVERED ENTITY. SCC must make available for inspection to the COVERED ENTITY the requested PHI and provide the requested PHI to the COVERED ENTITY at the request of the COVERED ENTITY.

8. Within a reasonable time after notice by COVERED ENTITY to SCC that COVERED ENTITY has received a request for an accounting of disclosures of PHI, other than related to the treatment of the patient, the processing of payments related to such treatment, or the operation of a covered entity or its business associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, SCC must make available to COVERED ENTITY such information as is in SCC'S possession, and is required for COVERED ENTITY to make the accounting required by 45 C.F.R. §164.528, as determined in the sole discretion of the COVERED ENTITY. In the event the request for an accounting is delivered directly to SCC, then SCC must, as soon as reasonably practicable, forward such request to COVERED ENTITY. SCC must make available for inspection to the COVERED ENTITY the requested PHI and provide the requested PHI to the COVERED ENTITY at the request of the COVERED ENTITY.

9. At COVERED ENTITY'S request, SCC must make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by SCC on behalf of, COVERED ENTITY available to the Secretary of the Department of Health and Human Services for purposes of determining COVERED ENTITY'S compliance with the Privacy Regulations.

Exhibit C

INSURANCE REQUIREMENTS:

A. Licensee agrees to obtain and maintain, during the full term of this License, a policy of liability insurance with minimum combined bodily injury and property damage in the amount of TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) for each occurrence, and TWO MILLION AND NO/100 DOLLARS ($2, 000,000.00) in the aggregate. Licensee agrees to provide a one (1) year discovery period under the policy. Such policy shall be issued by an insurance company licensed in the State of Maryland and acceptable to the County, which policy must include the following coverage:

1. Contractual Liability
2. Premises and Operations
3. Independent Contractors
4. Products and Completed Operations during and for two years following completion of the work.

B. Licensee agrees to obtain and maintain, during the term of this License, a policy of Workers' Compensation and Employers' Liability coverage. The Workers' Compensation policy must be in amounts as required by statute and the Employers' Liability Policy must be in amounts of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) for each accident for bodily injury by accident, FIVE HUNDRED THOUSAND ($500,000) DOLLARS for policy limits for bodily injury by disease and ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000) each employee for bodily injury by disease.

C. Licensee agrees to obtain and maintain during the License Term or any Renewal Term of this License, and until all of the Licensee's obligations which survive termination of this License have been completed, a policy of professional liability insurance covering errors and omissions and negligent acts committed during the License Term and any Renewal Term, with a limit of liability in the amount of ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) for each occurrence, and ONE MILLION AND NO/100 DOLLARS ($l 000,000.00) in the aggregate and a maximum deductible of TWENTY-FIVE THOUSAND DOLLARS ($25,000). Licensee agrees to provide a one (1) year discovery period under the policy.

D. Licensee must obtain and maintain a minimum limit of liability of one million dollars ($1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles

D. Licensee must maintain adequate fire, theft and vandalism insurance for the contents on the Licensed Premises.

EXHIBIT C

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2006

PRODUCER (301)986-6264 FAX (301)9[illegible]-6396
B.F. SAUL INSURANCE AGENCY
7501 WISCONSIN AVENUE
SUITE 1500
BETHESDA, MD 20814-6522

THIS CERTIFICATE IS ISSUE[illegible]S A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Archdiocese of Washington
Attn: Dorothy Moore
Post Office Box 29260
Washington, DC 20017-0260

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDIN ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7164-91-30	07/01/2005	07/01/2006	WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of W/C insurance in effect for the Archdiocese and Catholic Community Services, 924 G Street, N.W., Washington, DC 20001

CERTIFICATE HOLDER

Montgomery County Dept of Health
and Human Services

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Burke Hayes *Burke Hayes*

©ACORD CORPORATION 1988

Certificate of Coverage

Date: 11/8/2005

Certificate Holder
Archdiocese of Washington, et.al
Archdiocesan Pastoral Center
Attn: Finance, P O Box 29260
Washington, DC 20017-0260

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
Spanish Catholic Center
1618 Monroe Street, NW
Washington, DC 20010

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property					
					Real & Personal Property	
	General Liability				General Aggregate	
					Products-Comp/OP Agg	1,000,000
	☑ Occurrence				Personal & Adv Injury	
	☐ Claims Made	8524	7/1/2005	7/1/2006	Each Occurrence	1,000,000
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability					
					Each Occurrence	
	Other					
					Each Occurrence	

Description of Operations/Locations/Vehicles/Special Items

Coverage only extends for claims which directly arise out of the Spanish Catholic Center's fulfillment of its obligations as outlined in the contract between Montgomery County Department of Health and Human Services and the Spanish Catholic Center for the term of the certificate. However, this coverage does not include medical/dental professional liability.

D & O coverage - $1,000,000 aggregate included.

Holder of Certificate

Additional Protected Person(s)

Montgomery County Government

0180001485

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 45 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Joseph T. Bruendge

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/1/2005 Charge _____ Credit _____
Cancellation Date of Endorsement 7/1/2006
Certificate Holder Archdiocese of Washington, et.al
Archdiocesan Pastoral Center
Attn: Finance, P O Box 29260
Washington, DC 20017-0260

Certificate No. 8524 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
Montgomery County Government

Remarks: Coverage only extends for claims which directly arise out of the Spanish Catholic Center's fulfillment of its obligations as outlined in the contract between Montgomery County Department of Health and Human Services and the Spanish Catholic Center for the term of the certificate. However, this coverage does not include medical/dental professional liability.

D & O coverage - $1,000,000 aggregate included.

Joseph T. Bruendge
Authorized Representative

PKS-122 (1-99)