LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
BETAH ASSOCIATES, INC.

DATE: 3/31/08

TABLE OF CONTENTS

Paragraph

1. Licensed Premises
2. License Term
3. Early Termination
4. License Fee
5. Use Licensed Premises
6. Assignment
7. Condition of Licensed Premises
8. Alterations and Improvements
9. Liens
10. Services and Operating Expenses
11. Furniture, Fixtures and Equipment
12. Liability, Property Damage and Fire Insurance
13. Hold Harmless
14. Responsibilities of Licensee
15. Destruction of Licensed Premises
16. Default
17. Access
18. Surrender of Possession
19. Notice of Accidents, Defects or Damage
20. Compliance with Laws
21. Waiver
22. Non-Discrimination
23. Public Employment
24. Mailing Notices
25. Resident Agent
26. Prohibition of Hazardous Substances
27. Non-Appropriation
28. American Disabilities Act Requirements
29. Eminent Domain
30. Force Majeure
31. Entire Agreement
32. Modification
33. Governing Law
34. Claims
35. Parking

Exhibit A – Licensed Premises
Exhibit B – Contract

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 31 day of March, 2008, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and BETAH ASSOCIATES, INC. (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County has a leasehold interest in the building known as the Colesville Elementary School located at 14015 New Hampshire Avenue, Silver Spring, Maryland (the "Licensed Premises"), and

WHEREAS, the County, through the Department of Health and Human Services, wishes to provide at the Licensed Premises, a comprehensive program to improve health care access and health awareness to eliminate health disparities in the African American population in accordance with Contract Number 7646023113-AA between the County and BETAH Associates, Inc., and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at the Licensed Premises health services and health awareness programs to the African American population at the Licensed Premises in accordance with Contract Number 7646023113-AA between the County and BETAH Associates, Inc.; and

WHEREAS, the Licensee, as the Service Provider, has agreed to provide such services at the Licensed Premises and the County agrees to enter into a license for the Licensed Premises 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: The County does grant the Licensee the privilege and right to license space in the rooms designated as 100, 102, 103, 106, 108, 110, 118,121,124 and 128 located in the premises known as the Coleville Elementary School located at 14015 New Hampshire Avenue, Silver Spring, Maryland in Montgomery County, Maryland; (the "Licensed Premises"), as cross-hatched on the attached **Exhibit A**, for the Licensee to provide at the Licensed Premises health services and health awareness programs to the African American population at the Licensed Premises as described more fully in the Contract attached as **Exhibit B** and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall commence on April 1, 2008 and shall run concurrently with the Contract unless sooner terminated, and will expire automatically upon the termination of the Contract. Notice of any early termination of the Contract shall be given by Licensee to the County as detailed in Paragraph 3, below.

3. EARLY TERMINATION: It is agreed between the Parties that this License may be terminated at any time during the License Term or any extension of the Licensed Term by the County giving, thirty (30) days written notice of the termination. If the Contract is terminated this License shall automatically terminate on the date of termination of the Contract. The County is under no obligation to provide alternate space for Licensee and is not responsible for any moving costs or any expenses incurred by Licensee to relocate or move whether such move or relocation is the result of termination or any other reason.

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in the attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar ($1.00) per year to the County. 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 75549, Baltimore, Maryland 21275-5549.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that the Licensed Premises shall be used for providing at the Licensed Premises health services and health awareness programs to the African American population as described in the Contract, attached as Exhibit B (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 to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract 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 Contract.

6. 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.

7. 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.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County's consent has been obtained, Licensee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The

County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

9. LIENS: Licensee shall not do or suffer anything to be done whereby the Licensed Premises shall be encumbered by any lien, including mechanic's liens. Licensee expressly covenants and agrees that it will, during the term hereof, within sixty (60) days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Licensed Premises or any portion thereof by reason of or any act or omission on the part of Licensee, and hereby expressly agrees to save and hold harmless the Licensor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Licensed Premises, and shall not be thus released within said sixty (60) day period, the County, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Licensed Premises from any such lien, and Licensee agrees to pay and reimburse the County upon demand for or on account of any expense which may be incurred by the County in discharging such lien or claim.

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to annual appropriation by the County Council and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense the following:

i. All repair and maintenance in the Licensed Premises;
ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
iii. Major structural repairs;
iv. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;

v. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees, but excluding flower bed maintenance, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; gutter cleaning; light bulb replacement; carpet cleaning and repair; and maintenance required for code compliance. All such services shall be provided sand performed at the same level and manner as provided and performed for all Montgomery County serviced properties;

vii Utilities, including electric, gas, fuel oil and water;

viii. Trash removal, recycling and pest control;

ix. Telephone and computer services;

x. Interior custodial, janitorial and recycling services

xi. Fire extinguisher service and replacements as necessary; and

xii. Interior painting as needed or as required by the County.

B. By Licensee: Licensee agrees to provide within the Licensed Premises, at Licensee's sole cost and expense, the following:

i. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation;

ii. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County; and

iii. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds

or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

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 Licensed Premises, or are a part of the Licensed Premises systems at the time the Licensed Premises is delivered to Licensee, shall remain with the Licensed Premises. 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. The following equipment is located in the Licensed Premises and is the property of the County and shall remain with the Licensed Premises at the termination of the License: Eleven (11) desks, Thirteen (13) chairs, Eleven (11) desk-top computers, Eleven (11) telephones and Twelve (12) filing cabinets.

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors,

Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of workers' compensation and employers' liability meeting all statutory requirements of the State of Maryland with the following minimum Employers' Liability limits; *Bodily Injury by Accident - $100,000 each accident, Bodily Injury by Disease - $500,000 policy limits and Bodily Injury by Disease - $100,000 each employee.*

iii. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises.

B. Additional Insured: The Licensee's Liability Policies 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 and if requested copies of policies.

C. 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 and copy of policies evidencing the covergaes 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. Licensee has the obligation to assure that the County always has a valid Certificate of Insurance and complete copies of the policies.

D. 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.

E. 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.

13. HOLD HARMLESS: Licensee agrees to indemnify and hold harmless and pay for the defense of the County from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Licensee's use of possession of the premises, including but not limited to play fields and play areas, from any breach of this License by Licensee, or from any claim, action, damage, liability or expense occasioned wholly or in part by any negligent act, errors or omission of Licensee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors. Licensee further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

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.

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

H. 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.

I. 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.

J. 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 Contract.

K. 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.

L. 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.

M. 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 Contract. 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.

N. 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. The following equipment is located in the Licensed Premises and is the property of the County and shall remain with the Licensed Premises at the termination of the License: Eleven (11) desks, Thirteen (13) chairs, Eleven (11) desk-top computers, Eleven (11) telephones and Twelve (12) filing cabinets.

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 the Permitted Use, 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 the 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 Contract 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:
BETAH Associates, Inc.
7910 Woodmont Ave.
Suite 600
Bethesda, Maryland 20814
Attn: Eppie Hankins

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 Joy Nathan for BETAH Associates, Inc. and the address for receipt of notices and service of process is 7910 Woodmont Ave., Bethesda, Maryland 20814. 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 Contract. 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: Debbie Richards

COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: Diane Schwartz Jones 3/3/08
Name: Diane Schwartz-Jones
Title: Assistant Chief Administrative Officer

WITNESS:

By: M Morris
3/24/08

LICENSEE:
BETAH ASSOCIATES, INC.

By: Wilhelmina Bell Taylor
Name: ~~Eppie Hawkins~~ WILHELMINA BELL-TAYLOR
Title: CEO 3/24/08

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE
COUNTY ATTORNEY

By: [illegible]
~~Associate~~ Assistant County Attorney

Date: 3/12/2008

RECOMMENDED

By [illegible]
Cynthia Brenneman, Director
Office of Real Estate

Date: 3/13/08

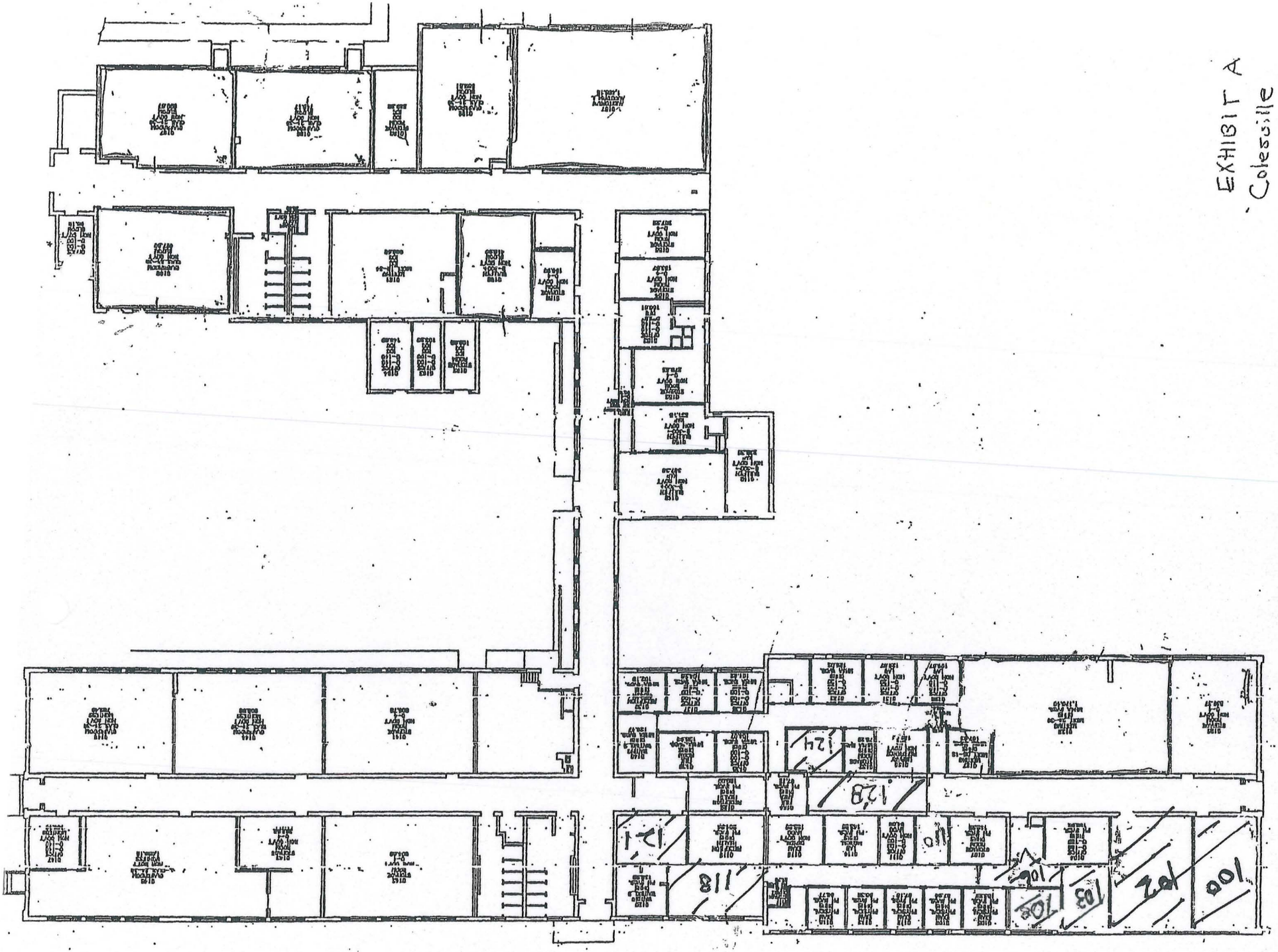

EXHIBIT A
Colesville

Contract No. 7646023113-AA

This Contract is between Montgomery County, Maryland (the "County") and BETAH Associates, Inc., 7910 Woodmont Avenue, Suite 600, Bethesda, Maryland 20814 ("the Contractor").

BACKGROUND/INTENT

The County's African American Health Program (AAHP) was created in 1999 to improve health care access and health awareness to eliminate health disparities in the Target Population. The intent of the County is to continue the implementation, management and evaluation of the existing African American Health Program. The specific areas of disparities which must be addressed are infant mortality, HIV/AIDS, Diabetes, Oral Health, including oral cancer, prostate cancer in men, and Cardiovascular Disease. In addition, tobacco use cessation and breast and colo-rectal cancer should be addressed as funding permits. These services must be provided within the framework of the AAHP and the Department of Health and Human Services (DHHS) strategic plans and in collaboration with the DHHS, the AAHP Executive Committee and the AAHP health disparities coalitions.

The Contractor has the experience and qualifications to deliver culturally appropriate services and interventions to the Target Population as described under this Contract.

The County intends to help facilitate a smooth transition between the current vendor for this program and BETAH Associates, Inc.

The County intends that all goods and services described in this Contract are based on a term of 12 months or a full fiscal year, from July 1 through June 30; and these goods and services may be pro-rated or otherwise adjusted by the County as needed and communicated by the County to the Contractor, to reflect shorter or longer contract terms, or for delays due to transitioning staff and programs between vendors. These deliverables which may be adjusted include: number of people served, number of meetings, events, interventions and reports provided; and goals, outcomes and program measures to be tracked and reported by the Contractor.

The Contractor has been selected as the result of RFP No.7646023113, African American Health Program, and is qualified to provide the services required under the Contract.

I. SCOPE OF SERVICES:

A. The Contractor must demonstrate sensitivity, knowledge and familiarity in working with the African American community. The Contractor must provide the following services within the framework of the AAHP and the County's Department of Health and Human Services (DHHS).

B. The Contractor must provide coordination and management for the AAHP through the hiring and supervising of an appropriate team of professionals and coordination of activities to provide required services as outlined in this Contract as described in the Scope of Services. The team must include an executive level project director who will serve as the key contact with all AAHP stakeholders and the DHHS contract monitor. The project director must be an experienced Master's prepared Registered Nurse and must promote the AAHP initiatives to community partners and businesses, broadening and enlisting community participation.

C. The Contractor must provide qualified staff and/or subcontractors who reflect and are sensitive to the cultural, linguistic, and ethnic diversity of the African American community.

D. The Contractor is responsible for the daily operation of the AAHP activities, which includes providing staff who are available to respond to requests for information from the public and from members of the AAHP coalition. The Contractor must maintain a local telephone number and must provide telephone coverage Monday through Friday, from 9:00 am to 5:00 pm.

E. The Contractor must be available to meet weekly, if needed, with the County's contract monitor and/or the AAHP Program Coordinator. The Contractor must be available in the early evenings and occasionally on weekends to provide and participate in special meetings and activities.

F. The Contractor must provide responsible fiscal and budget management, oversight of all expenditures, accounting, program evaluation, and personnel management, record-keeping and reporting.

G. The Contractor must maintain a current database, in a format approved by the County, for tracking mail and e-mail communications and must include a list of AAHP coalition members and other interested parties and stakeholders.

H. The Contractor must provide nurse case management services for the AAHP S.M.I.L.E. (Start More Infants Living Equally healthy) program, by hiring three full-time (3.0 FTE) Registered Nurses with a minimum of a bachelor's degree or previous community health experience, who maintain a current license in the State of Maryland. The nurses must be supervised by a Registered Nurse, who is licensed in the State of Maryland. Through the S.M.I.L.E. program, the Contractor's nurse case managers must case-manage high-risk pregnant women, and new mothers and infants, who have been referred to the AAHP and who are not eligible for other case management programs. The duties of the nurse case manager include, but are not limited to, the following:

1. Case-manage at a minimum 135 medically at-risk or high-risk pregnant women, and as many as 90 children up to 12 months of age and their mothers. The

Contractor's case managers must use case management protocols and tools approved by the County.

2. Provide at a minimum six (6) health education activities regarding pre-conception health and other factors influencing infant mortality, and outreach to target audiences, such as teen parents. This activity must be coordinated with AAHP's Infant Mortality Coalition and with the Contractor's health educator working with the AAHP.

3. Facilitate at least six (6) group health education sessions for prenatal, postpartum and well baby care for high-risk women and their families.

4. Provide referrals to other public and private services in the community, as needed, for clients and their families.

5. Participate in pertinent committees, coalitions and meetings which address infant mortality or pre-natal health, including but not limited to AAHP Infant Mortality Coalition, Fetal Infant Mortality Review Board and the Home Visiting Consortium.

I. The Contractor must hire a full time RN Nurse Diabetes Educator, certified by the American Association of Diabetes Educators, (or eligible to sit for the exam) to provide on-going clinical education and support to diabetic clients enrolled in AAHP programs or referred by other sources approved by the DHHS Contract Monitor; and to provide support to AAHP's diabetes education classes and Diabetes Dining Club. The services must include the following:

1. Provide individual education and support to diabetic patients and/or class participants and their families.

2. Provide additional diabetes self-management classes throughout the County with an emphasis on the Up-County area. Assist in provision of established classes as necessary.

3. Provide additional support to the Diabetes Dining Club expansion efforts, with an emphasis on expansion to the Up-County area.

J. The Contractor must provide qualified health educators to develop and coordinate the AAHP health education program activities to reach the Target Population. The Contractor's health education activities must be approved by the County. All health educators must have a bachelor's degree in health education or a related degree. One health educator must have at least two years of experience pertaining to minority health education and/or health education related to diabetes, infant mortality, cardiovascular health or cancer prevention. At least one health educator must have at least one year of experience working with HIV/AIDS health education and also have experience working with community groups regarding

HIV/AIDS. The duties of the Contractor's health educators must include, but are not limited to, the following:

1. Organize, implement, and evaluate training for community health outreach workers.

2. Organize, publicize, and convene health education classes on preventing and managing diabetes and cancer, nutrition counseling, exercise and high blood pressure management for the Target Population.

3. Provide HIV education and coordinate HIV testing targeting the focus population.

4. Organize, publicize, and convene a minimum of eight (8) events or health education forums, such as health fairs or group education sessions. The Contractor's health educators must provide health education geared toward health promotion and disease prevention to eliminate health disparities, in keeping with the goals and priorities of the County's AAHP.

5. Develop and print, and/or purchase health education brochures related to the County's AAHP priorities and distribute to medical providers and the target population.

6. Collaborate with other DHHS programs to support the implementation of an outreach program addressing men's health issues, including prostate cancer, among the Target Population.

K. The Contractor must provide one or more outreach workers, with a minimum of a high school diploma, to perform duties including, but not limited to, the following:

1. Providing health and program information to the Target Population and advertising and recruiting for AAHP educational classes and events.

2. Recruiting more community leaders in the Target Population to become active participants with the African American Health Program and with one or more of its health disparities coalitions.

3. Assisting in the planning and staffing for the AAHP health information events in the community for the Target Population.

4. Providing client assistance and referrals as needed for clients encountered at community and AAHP events.

5. Providing outreach and encouragement to clients, both in person and by telephone, about health prevention and wellness, including the importance of utilizing health care and other social services appropriately.

L. The Contractor must provide grant writing and other communications services, and other project management duties, using the services of an experienced grant writer to, at a minimum, perform the following duties:

1. research and identify appropriate grant opportunities to secure future funding from outside foundations, federal and state agencies and other funding sources to complement County funding for the AAHP;

2. apply for at least two major grants or several smaller grants. The Contractor must seek input from the County in preparing the grant applications. The Contractor must coordinate the submission of all required documents for all grants that the Contractor applies for including letter of support for those grants; and

3. develop and maintain additional communication tools such as, policy papers, web site, brochures or newsletter, as needed by the AAHP. The Contractor must also produce an annual report and an updated AAHP strategic plan annually, if requested by the contract monitor.

M. The Contractor must provide clerical and other staff support for the County's AAHP Executive Committee, each of the AAHP's coalitions and other administrative efforts related to AAHP including, but not limited to, performing the following duties:

1. schedule meetings, prepare agendas, reserve meeting rooms, record, prepare, and disseminate meeting minutes, send out meeting notices, and copy materials for distribution;

2. maintain current databases for mailings and e-mail communications, including the list of AAHP coalition members, and other interested parties and stakeholders. These databases are confidential and may not be sold or made available to outside organizations without written permission from the County;

3. prepare correspondence related to AAHP; and

4. assist in the production and publication of materials developed by the Executive Committee or Coalitions, including, but not limited to the AAHP strategic plan.

N. The Contractor must award mini-grants to community groups for the purpose of delivering the health education services described in this Contract. The measurement or collection of participant/client outcomes must be identified as a condition for the award. The total amount of the grants must not exceed the amount stated in the Contractor's County approved line-item budget (Attachment B) for these grants.

1. A mini-grant committee, comprised of at least three members of the Executive Committee of the African American Health Program, will evaluate the grant proposals and determine which applicants will receive mini-grants. The Contractor may, but is not required to, name more than one member of the mini-grant committee. The Contractor must adhere to the guidelines contained in the sample document entitled "African American Health Program Mini-Grant Application Process," which is incorporated by reference into and made part of this Contract as Attachment C.

2. The Contractor must administer the mini-grants. This administration includes, but is not limited to:

   a. soliciting mini-grant proposals;
   b. convening and providing administrative support to the mini-grant committee;
   c. announcing mini-grant awards;
   d. providing the funding proposed in the mini-grants to successful mini-grant applicants; and
   e. monitoring the mini-grant recipients to ensure that the mini-grant funds are used for the purposes stated in the mini-grant application.

O. The Contractor recognizes that although its main focus is to address the needs of the African American Community and the AAHP, under the terms of this Contract, the Contractor may not restrict or prohibit other non-African American clients, who are otherwise eligible for the services described in this Contract, from participating in any services or events funded through this Contract.

P. The facility (the Colesville Health Center located at 14015 New Hampshire Avenue, Silver Spring, Maryland 20904) where the Contractor will perform the work required under this Contract is owned by the County and operated and maintained by the County's Department of Public Works and Transportation (DPWT). Any work performed at the facility by the County, including, but not limited to maintenance, in relation to this Contract is subject to the County's funding availability. Before providing services under this Contract, the Contractor must sign a space license agreement with the County for the use and occupancy of the County's facility.

II. QUALITY ASSURANCE AND EVALUATION

A. The Contractor must comply with the quality assurance standards established by the County's Public Health Services contract monitor, which may include quality assurance visits and assessments, chart reviews and review of other AAHP data by the County.

B. The Contractor must protect patient confidentiality and privacy rights consistent with local, state, and federal laws and regulations, policies, and procedures. For this purpose, the Contractor will be designated as a DHHS Business Associate for compliance with HIPPA (Health Insurance Portability and Privacy Act) regulations and be required to execute the County's Business Associate Agreement. (Attachment E).

C. The Contractor must ensure that its staff providing services under this Contract is available to meet weekly, if needed, with the County's contractor monitor and or the AAHP Program Coordinator. The Contractor must accommodate monitoring visits by the County to evaluate program effectiveness and accept recommendations from the County to improve program effectiveness. This may include program record reviews, if appropriate, direct observation of services provided and consultation with clients receiving services. The Contractor must make available to the County, all client, employee, fiscal, and program documentation related to this Contract for evaluation and quality assurance review, at the County's request.

D. The Contractor must maintain employee files for its staff that demonstrates appropriate experience, credentials, and current licenses. The Contractor must maintain other personnel records such as timesheets and mileage records according to generally accepted business and accounting practices and principles.

E. The Contractor must include the following phrase on all printed or other media materials prepared as a result of this Contract: "Funded by the Montgomery County Department of Health and Human Services. This material may be reproduced." All health education or public relations materials produced, acquired or reprinted by the Contractor become the property of the County upon termination of this Contract.

F. The Contractor must comply with Maryland Occupational Safety And Health Administration (MOSHA) standards for environmental safety, infection control and hazardous waste material handling and disposal.

G. The Contractor must implement and maintain a comprehensive program evaluation designed to assess the program efficacy and client outcomes. As a part of this, the Contractor must maintain all AAHP electronic databases.

III. ADMINISTRATIVE REQUIREMENTS AND REPORTS

A. The Contractor must prepare and submit to the County written reports, whose content and format must be approved by the County, on a monthly and quarterly basis, with a final year-end summary report to the County. The reports must include, but are not limited to, the data outlined in paragraph IV. D. section 1-10.

B. The report format must conform to the following:

1. The Contractor must report on each program activity, including provision of

2. 75 percent of African American/Black clients enrolled in AAHP diabetes education or support programs will show positive outcomes in one or more of the following: knowledge, healthier lifestyles behavior or clinical outcomes.

3. The number of African American/Black residents receiving HIV counseling, testing and referral, if necessary, from AAHP staff, will increase by 10 percent per year.

4. A minimum of 200 African American/Black residents will be screened for hypertension by the Contractor per year. One hundred percent of those participants screened by the Contractor, who demonstrate a pre-hypertensive or hypertensive reading, will be offered health education and/or will be referred for further evaluation.

C. AAHP has identified target performance goals by the year 2010 in its Strategic Plan for infant mortality; diabetes, HIV/AIDS, oral health and cardiovascular disease. A copy of the latest AAHP strategic plan has been given to the Contractor to be used for background information about the AAHP's priorities, long-range goals and strategies. The scope of work in this Contract, including the required performance measure data and reports described in Section IV, Paragraph D, is based on the target performance goals and priorities described in the AAHP strategic plan.

D. The Contractor must collect and report in its monthly, quarterly and final report as appropriate, the following measures and data:

1. Total unduplicated number of clients served through the AAHP educational, case management and outreach services.

2. Demographic breakdown of the clients served, including age, race and gender, and country of origin, if available, by program offering.

3. Quarterly report of customer satisfaction, for all client case management and education classes and services.

4. Monthly, quarterly and annual reports for AAHP S.M.I.L.E. program, including:

   a. number of referrals broken down by prenatal, postpartum and infants;

   b. total number of cases managed;

   c. current number in case load broken down by prenatal, postpartum and infants; and

   d. number of deliveries to mothers enrolled prenatally, including number and percentage of term deliveries; number and percentage of healthy birth

weight deliveries; number of infant deaths; number of home visits and number of contacts.

5. Number of participants in AAHP HIV prevention programs, and number of participants who received counseling, testing and referral for HIV, including related client outcome data such as demographics, pre and post knowledge and behavior testing outcomes, and referrals made.

6. Number of clients identified and educated by AAHP staff in managing their hypertension and hypercholesterolemia, including related aggregate client outcome data, such as demographics, screening outcomes data, referrals, pre and post intervention testing and follow-up outcomes.

7. Number of participants enrolled in AAHP diabetes self-management classes and Diabetes Dining Clubs and associated aggregate client outcome data, such as: demographics and clinical data, e.g. weight, body mass index, blood pressure; referrals made; pre screening outcomes data, including baseline and post-testing of knowledge and behavior change; and follow-up outcomes of baseline data at three and six months intervals, post intervention.

8 Number of community groups which receive mini-grants under paragraph Article I, Paragraph N. 2; and number of community participants in services funded by mini-grants. Reports must include client outcome data as reported by the grantees.

9. Number of clients receiving health education or referral for Oral Health Services.

10. Number of clients reached through AAHP outreach activities.

V. COMPENSATION

A. The Contractor's County-approved fiscal year, line item budget is incorporated by reference and made a part of this Contract as Attachment B. No later than May 31, 2008, (or at another time designated by County) or 30 days prior to the expiration date of any extended term of this Contract, the Contractor must submit a line item budget for the following fiscal year (July 1 through June 30).

B. The County will reimburse the Contractor for all reasonable costs incurred in providing the goods and services described in this Contract on a monthly basis within 30 days of submission of an invoice by the Contractor in a form and format approved by the County, subject to the following terms and limitations:

1. payment under this Contract is subject to satisfactory Contractor performance as determined by the County's Contract Monitor;

2. the maximum compensation payable by the County to the Contractor under this Contract for Fiscal Year 2008 must not exceed $312,742.92;
3. The County will not reimburse the Contractor for any line item exceeding 10 percent of the maximum for that line item in the approved budget unless approved in advance in writing by the County, or for any amount above the maximum compensation provided for in this Contract; and

4. all capital items for which the County reimburses the Contractor shall become the property of the County and must be returned to the County upon termination of the Contract. The Contractor must maintain an inventory of all such capital items and provide an updated list to the County by June 30 of each year this Contract is in effect.

VI. INVOICES

The Contractor must submit an invoice and documentation of monthly expenses incurred for program services under this Contract to the County, in a format approved by the County, no later than 30 days following the end of each month. The invoice must be submitted to: Contract Monitor, Department of Health and Human Services, African American Health Program, 14015 New Hampshire Avenue, Room 122, Silver Spring, Maryland 20904. The Contractor's monthly invoices must include all required reports with details about the activities conducted by the Contractor during the month related to the services required under this Contract.

VII. TERM

This Contract is effective on signature by the Director, Office of Procurement, through June 30, 2009. Funds for the first Fiscal Year of this Contract will only be encumbered for the period beginning with the start of the Contract term and ending on June 30, 2008. The Contractor must not provide any work or services on this Contract after June 30, 2008, without a Notice to Proceed and a Purchase Order from the County encumbering funding for the balance of the initial contract term. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term, if the Director determines that renewal is in the best interest of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. Continuation of this Contract is contingent on County Council appropriations for this service and encumbrance of funding for this service. The Director may exercise this option to renew this Contract three (3) times for one (1) year each.

VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between the County and Contractor ("General Conditions", Attachment A) are incorporated by reference into and made a part of this

Contract. The Mandatory Insurance Requirements set forth below supersede the insurance requirements set forth in Paragraph 21 of the General Conditions

MANDATORY INSURANCE REQUIREMENTS –

Prior to the execution of the contract by the County, the Contractor must obtain at their 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 contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability
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 coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Professional Liability
Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship 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. Contractor agrees to provide a one-year discovery period under this policy.

Workers' Compensation/Employer's Liability
Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' 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 Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

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

Certificate Holder
Montgomery County, Maryland
Health & Human Services / CMT / Carole Martin
401 Hungerford Drive, 6th Floor
Rockville, Maryland 20850

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 Contract Document

B. The General Conditions of Contract Between County and Contractor (Attachment A);

C. The County's Business Associate Agreement (Attachment E);

D. The Contractor's approved Fiscal Year 2008 line item budget and requested funding budget (Attachment B);

E. The Contractor's Mini-Grant Process/Announcement (Attachment C); and

F. The Random Moment Time Study (Attachment D).

Signatures Page Follows

SIGNATURES

BETAH ASSOCIATES, INC.

_____
Signature

Typed_____

Title_____

Date _____

MONTGOMERY COUNTY, MARYLAND

_____
David E. Dise, CPPO
Director, Office of Procurement

Date_____

RECOMMENDED

_____
Uma S. Ahluwalia, Director
Department of Health and Human Services

Date_____

APPROVED BY THE OFFICE OF THE COUNTY ATTORNEY

By_____

Date_____