

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
INTERFAITH WORKS, INC.

DATE: 6/24/08

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 24th day of June, 2008, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "County") and INTERFAITH WORKS, INC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of the improvements and contiguous grounds located at 20201 Watkins Mill Road, Gaithersburg, Maryland, 20879 (the "Licensed Premises"), and

WHEREAS, the County, through Department of Health and Human Services, wishes to provide a transitional shelter program for homeless women with chronic mental illness and/or disabilities over the age of fifty at the Licensed Premises; and

WHEREAS, the County has agreed to enter into a License with the Licensee to provide at the Licensed Premises a residential facility in which homeless women with chronic mental illness and/or disabilities over the age of fifty will receive services more specifically set forth in Contract Number 8648050199-AA between the County and the Licensee; 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 hereby grant Licensee the privilege, license and right to the improvements and contiguous grounds, walkways and parking area located at 20201 Watkins Mill Road, Gaithersburg, Maryland, 20879 as cross-hatched 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, as the Service Provider, providing a residential facility in which homeless women with chronic mental illness and/or disabilities over the age of fifty will receive services described more fully in Contract Number 8648050199-AA attached as Exhibit B and incorporated as if fully set forth herein (the "Contract").

2. LICENSE TERM: The License Term shall commence July 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 Licensee is removed as Service Provider under the Contract 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 to for the exclusive purpose of providing a residential facility in which homeless women with chronic mental illness and/or disabilities over the

age of fifty will receive services 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 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 over One Hundred Dollars (\$100.00);
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
- iii. Office computers, telephones and appliances in the Licensed Premises that have been installed by the County will be the property of the County and maintained by the County's Department of Technology Services and County Maintenance ;
- iv. Major structural repairs;

- v. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning;
- vi. 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 and 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. Fire extinguisher service and replacements as necessary; and
- x. 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. All repair and maintenance in the Licensed Premises under One Hundred Dollars (\$100.00);
- ii. All custodial, janitorial and recycling services;
- iii. Telephone service not provided by the County;
- iv. 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;

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

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 Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) 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 Automobile Liability Coverage with 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 owned automobiles, hired automobiles and non-owned automobiles.

iii. Licensee agrees to obtain and maintain, during the full term of this License, 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.*

iv. Licensee agrees to obtain and maintain, an All-Risks Property Policy during the License term and any renewal terms to protect the full replacement value of all contents of the Licensed Premises and all interests of the Licensee, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Licensee. The County does not provide any coverage for Licensee's owned contents and improvements to the Licensed Premises. County shall be named as a loss payee.

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 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. 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.

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:

Interfaith Works, Inc.
114 West Montgomery Avenue
Rockville, Maryland 20850
Rebecca Wagner
Executive Director

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 Rebecca Wagner, Executive Director for Interfaith Works, Inc. and the address for receipt of notices and service of process is 114 West Montgomery Avenue, Rockville, Maryland 20850. 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.

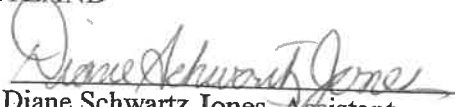
SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: 

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

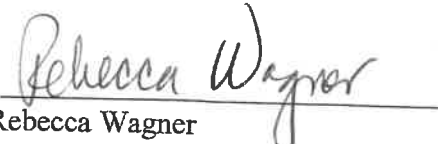
By: 
Diane Schwartz Jones, Assistant
Chief Administrative Officer

Date: 6/24/08

WITNESS:


By: 

LICENSEE:
INTERFAITH WORKS, INC.

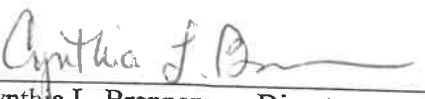
By: 
Rebecca Wagner
Title: Executive Vice President

Date: 6/18/08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

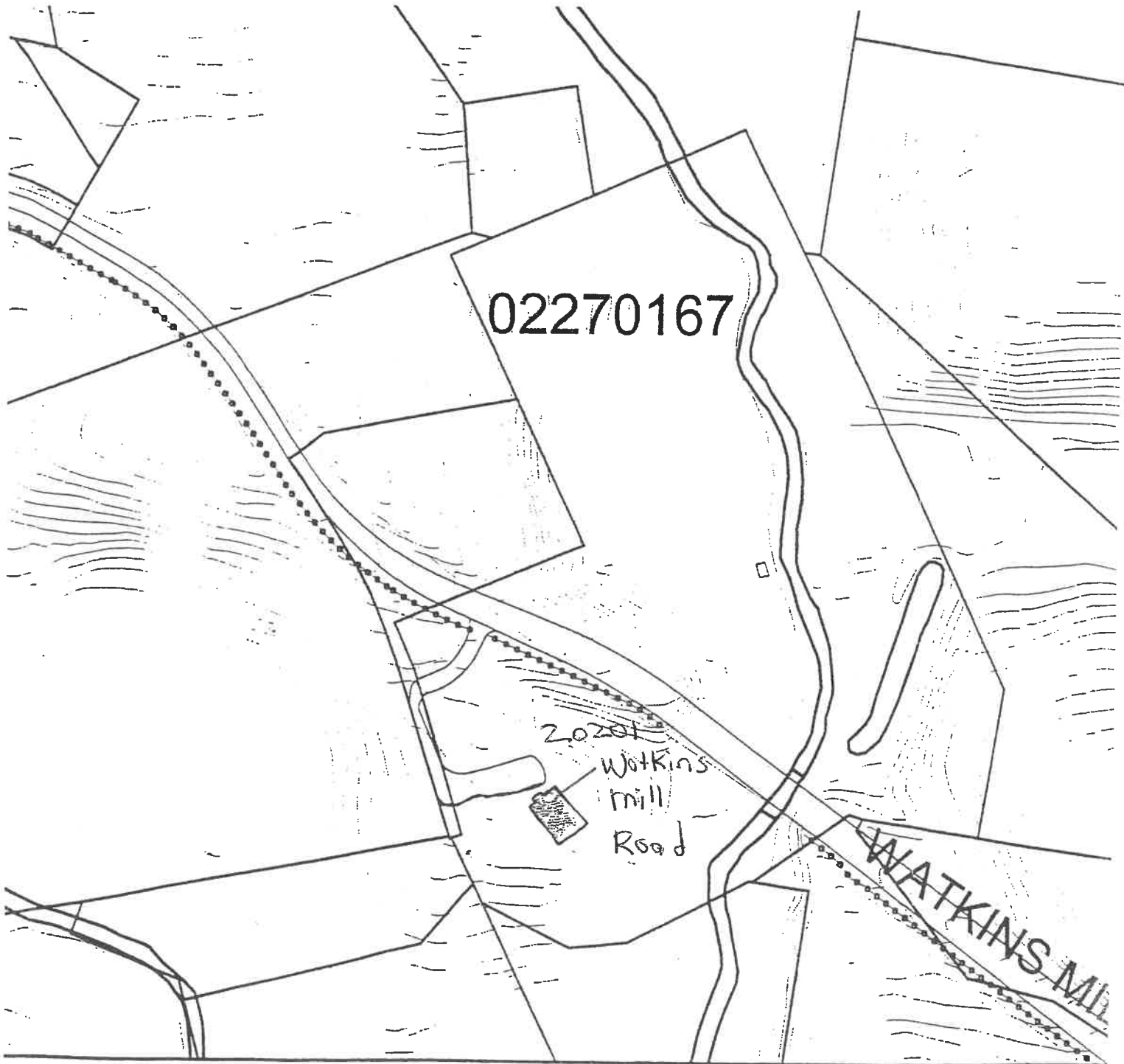
RECOMMENDED

By: 
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 6/3/2008

Date: 3/12/08

20201 Watkins Mill



MONTGOMERY COUNTY, MARYLAND
DEPARTMENT OF HEALTH & HUMAN SERVICES
Mental Health Core Service Agency
751 Twinbrook Parkway
Rockville, Maryland 20850-1428
(301) 217-1400 FAX: (301) 217-1145

FAX TRANSMITTAL

DATE: 2/26/99 TIME: _____

TO: Elizabeth Robinson
Leasing Management

FAX: _____ PHONE: : _____

FROM: Chris Bran

SUBJECT/COMMENTS: Contract - Shady Grove House

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NUMBER OF PAGES (Including this cover sheet)

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CONTRACT

031

AB

COPY

This Contract is dated January 2, 1995, and is between Montgomery County, Maryland ("the County") and MONTGOMERY COMMUNITY RESIDENCES, INC., 3300 North Fairfax Drive, Suite 200, Arlington, Virginia 22201 ("the Contractor").

BACKGROUND

1. The County wishes to operate a County-owned shelter facility known as Shady Grove House.
2. The Contractor was selected as a result of RFP # 17031 to provide this service.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

The Contractor shall provide the following services:

- A. The Contractor must provide the facility operations component of the County's supervised housing program for mentally ill adults referred by the County in a facility provided by the County. Clients referred by the County also may have addiction problems. At any one time there will be a maximum of 10 clients in the program. The Contractor must admit each client referred by the County when less than 10 clients are in the program.
- B. The Contractor must provide facility operations 24 hours per day every day of the year. At a minimum, the Contractor must provide:
 1. supervision of clients to ensure their welfare and safety;
 2. arrangements for three meals per day including coordination and supervision of meal content, preparation, and cleanup with client involvement in all of these activities to the fullest extent possible;
 3. assignment of bedrooms and a reasonable amount of storage space to clients, written rules for the clients' use of common areas of the facility and enforcement of those rules;
 4. a service to clean the facility at least weekly to include laundering of bed and bath linens; and

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5. transportation and staff as determined appropriate by the Contractor to accompany clients to appointments as determined by the client's case manager;
 6. optional social and recreational activities for clients.
- C. The Contractor must hire a full-time Program Director who must be designated as the Contractor's Project Liaison with the County. The Program Director must have a minimum of a Bachelor's degree from an accredited college or university. The Program Director must:
1. supervise the Contractor's residential staff;
 2. arrange for the facility to be cleaned and maintained in good order, and arrange for the weekly laundering of linens and distribution of clean linens to client each week;
 3. coordinate the work schedules of the Contractor's residential staff to ensure that at least one staff member is on duty at the program at all times including periods of sleep as described in Section I.E. unless an alternate arrangement is made with the County in advance of the Contractor's staff's scheduled time to report for duty and the County has approved the alternate arrangement;
 4. attend and participate in meetings with the County at least once per quarter to review issues pertaining to contract management, administration, and service coordination;
 5. be designated authority by the Contractor to make program policy and administrative decisions for the Contractor; and
 6. meet at least twice per month with County clinical staff for client placement, case management and consultation review meetings and maintain telephone contact with mental health service providers to coordinate the clients' needs.
- D. The Contractor must hire a full-time Residential Supervisor who will provide coverage at the facility from 9:00 a.m. to 5:00 p.m. every Monday through Friday. The Contractor's Residential Supervisor must:
1. be responsible for the welfare and safety of clients and take direction for assigned duties from the Contractor's Program Director;
 2. orient and register clients in the facility when referral is made by the County;
 3. be responsible for monitoring each client's use of medications in the facility to insure compliance with medication instructions from the client's treating psychiatrist;
 4. collect rent from each client on a monthly basis and provide a written receipt to each client upon payment of rent;

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5. inspect the facility, including sleeping areas, for compliance with health, sanitation and fire safety regulations in accordance with a schedule approved by the Contractor and the County;
 6. assist clients with life skills education and development;
 7. provide transportation to accompany clients to appointments as determined by the client's case manager;
 8. plan with clients optional social and recreational activities for the clients; and
 9. meet at least twice per month with County clinical staff for client placement, case management, and consultation review meetings and maintain telephone contact with mental health service providers to coordinate the clients' needs.
- E. The Contractor must hire a sufficient number of residential staff to be on duty at the facility to supervise clients 24 hours per day. One staff person must be on site 24 hours per day. From 11:00 p.m. to 7:00 a.m., that staff person may be asleep but must be available to respond to client needs.
- At a minimum, the Contractor's residential staff must:
1. be responsible for the welfare and safety of clients and take direction for assigned duties from the Contractor's Program Director or Residential Supervisor;
 2. orient and register clients in the facility when referral is made by the County;
 3. be responsible for monitoring each client's use of medications in the facility to insure compliance with medication instructions from the client's treating psychiatrist;
 4. supervise the provision of meals to include keeping a roster of clients who are assisting with the preparation of the daily meals and cleanup after the meals;
 5. inspect the facility, including sleeping areas, for compliance with health, sanitation and fire safety regulations in accordance with a schedule approved by the Contractor and the County;
 6. assist clients with life skills education and development;
 7. provide transportation to accompany clients to appointments as determined by the client's case manager;
 8. assist clients with optional social and recreational activities for the clients; and
 9. meet at least twice per month with County clinical staff to coordinate service provision for clients.

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- F. The Contractor must provide training to the Contractor's residential staff prior to the provision of service to clients under this contract, and for each new staff hired, to include, at a minimum, the following:
1. orientation to the program goals, policies and procedures;
 2. mental illness and its treatment;
 3. County services for mentally ill;
 4. crisis intervention; and
 5. cardiopulmonary resuscitation and first aid.
- G. The Contractor must provide an office in the facility for private use by the County or the County's designee which must include a locked file cabinet for the exclusive use of the County.
- H. The Contractor must install and maintain a telephone system in the facility which include a minimum of one telephone line for the Contractor's program staff, a second telephone line for the County staff's use in the facility, and a third telephone line for the use of the clients.
- I. The Contractor must provide a space in the facility's program office for a personal computer to be provided and installed by the County. The Contractor must enter client data required by the County in a format approved by the County into the County's automated tracking system when the client is registered in the facility.
- J. Prior to the provision of service, the Contractor must develop and implement a policy and procedure approved by the County for the supervised housing program. The Contractor must provide a copy of this policy and procedure to each client during the first face-to-face contact with the client and must explain this policy and procedure to the client. The Contractor's policy and procedure for the program must include rules for congregate living and specified consequences for violations of those rules. The Contractor's policy and procedure must include:
1. a mechanism for clients to sign in and out of the facility;
 2. a provision for obtaining from each client a signed authorization for release of information to other agencies providing services to the client in a format approved by the County;
 3. a provision that clients must not use drugs or alcohol and must not possess weapons;
 4. a provision for guest visitation at the facility;

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5. a provision for Contractor inspection of the facility for compliance with health, sanitation, and fire safety regulations in accord with a schedule approved by the Contractor and the County;
 6. a provision that clients must not exhibit threatening or violent behavior toward other persons;
 7. a provision for clients to eat meals together and participate in the planning, preparation and cleanup of meals;
 8. a provision that each client must apply for Medical Assistance and Social Services entitlements for which he/she may be eligible; and
 9. a provision for clients to pay rent to the Contractor each month in an amount determined by the Contractor but not to exceed 30% of the client's monthly gross income.
- K. The Contractor must establish and implement a schedule of client monthly rent charges and a method for collection approved in writing by the County which includes a provision that a client's rent will not exceed 30% of the client's gross monthly income. The Contractor must provide a receipt to each client upon collection of the client's rent.
- L. The Contractor must comply with all County licensing, fire inspection, and health regulations.
- M. The Contractor must develop, implement, and maintain a system of written client records in a format approved by the County and make all information contained in these records available to the County upon request by the County.
- N. The County reserves the right to conduct client record reviews or audits.
- O. The Contractor must gather and compile data on client demographics and on the client's length of stay in the Contractor's facility operations component and provide a summary report to the County in a format approved by the County with each monthly invoice.
- P. The Contractor shall develop a policy and procedure within six months of the execution of the Contract approved by the County for the transfer or disposition of the Contractor's caseload of clients referred under the contract upon termination of the Contract. The Contractor must implement the policy and procedure for caseload transfer or disposition upon written notice from the County. The Contractor's caseload transfer or disposition policy must address:
1. the time period for the completion of the transfer or disposition of Contractor's County referred caseload;
 2. the Contractor's plan to assure that adequate client services are continued; and
 3. the County's right to review the need of each of the Contractor's County referred clients for continuing care and financial assistance.

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- Q. The Contractor will purchase a 15 person van which will be shared with the Transitional Shelter Program for men.
1. The van will be used to transport residents of the two Transitional Shelter Programs to necessary appointments and for social and recreational activities.
 2. The Contractor will coordinate with the Transitional Shelter Program for men to develop a schedule for shared use of the van.
 3. The Contractor will purchase extended mechanical breakdown warranty, automobile liability coverage, and automobile physical damage insurance coverage sufficient to cover the use of the van by both transitional shelter programs.

II. COMPENSATION

- A. The Contractor must submit a fiscal year line item budget including all revenue sources to the County no later than a date set by the County to review and approve the line item budget. Modifications to the Contractor's approved budget during the fiscal year must be justified by the proposing party and must be approved by the Contract Monitor. The County will be held harmless for failure of the Contractor to collect other revenues from or on behalf of clients as projected in the Contractor's approved budget.
- B. The County will reimburse the Contractor for all costs not otherwise reimbursed by collections from or on behalf of clients that are incurred in providing the goods and services described in the Scope of Services, subject to the following limitations:
1. the maximum compensation payable by the County to the Contractor under this Contract shall not exceed \$142,599;
 2. no compensation will be paid for any costs that exceed the relevant line item in the Contractor's approved contractual fiscal year budget by more than 10%;
 3. no compensation will be paid for any costs that exceed the Contractor's approved contractual fiscal year budget; and
 4. all capital items for which the County reimburses the Contractor shall become the property of the County at the expiration of the term of the Contract.
- C. The Contractor may retain rent collected from or on behalf of clients (hereafter collectively referred to as "collections") for provision of more of the same services shown in the Scope of Services for capital item purchases for use by the program if the County approves in writing. The Contractor must remit to the County all collections in excess of the actual cost of provision of more services or capital item purchases approved by the County. All capital items which the County allows the Contractor to purchase with retained collections shall become the property of the County upon expiration of the Contract.

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- D. The Contractor must remit to the County all collections received after expiration of the Contract for services provided under this contract prior to the expiration of the contract less retentions approved as shown in II.C.

III. INVOICES

The Contractor must provide to the County an invoice for actual expenses incurred each month in a format approved by the County within 30 days after the close of each month. Each invoice must include the net monthly reimbursement requested by the Contractor. Net monthly reimbursements shall equal the Contractor's actual monthly expenses incurred as shown in II.A., less collections by the Contractor from or on behalf of clients each month. Each invoice must include a delineation of all collected rent and other collections from or on behalf of clients that are: 1) retained by the Contractor; 2) expended for services; or expended for capital items.

IV. PRICE ADJUSTMENTS

Prices quoted are to be firm for two (2) years after award of a contract. A request for price adjustment is subject to approval or rejection by the CONTRACTING OFFICER. A request for price adjustment from a contractor will not be approved unless the contractor submits to the County sufficient justification based on increased net costs under the contract to support the Contractor's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve month period immediately prior to the date of the request. The maximum price adjustment shall be based upon the CPI for all urban consumers issued for the Washington, D.C. Metropolitan Area by the United States Department of Labor, Bureau of Labor Statistics for the specific commodity or service group being provided by the Contractor under this contract as listed in the solicitation scope of work. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price adjustment may only be approved prospectively by a written contract amendment executed by the Director, Office of Procurement or his/her designee. The price increase, if approved, shall be effective sixty (60) days from the date of the receipt of the Contractor's request.

V. TERM.

The contract entered into pursuant to this RFP shall be from the date of contract signature by the County through June 30, 1996. At the County's option, this Contract may be extended under the same terms and conditions for four (4) additional one-year periods, contingent upon satisfactory annual performance by the Contractor and fiscal appropriations.

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VI. GENERAL CONDITIONS

The attached General Conditions (Attachment A) are incorporated and made part of this Contract. The following insurance requirements are in addition to those outlined in the General Conditions:

Prior to the execution of the Contract by the County, the Contractor must obtain at its own cost and expense and keep in effect until termination of the contractual relationship with the County the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance must be primary.

Commercial General Liability

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

Medical 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 at least \$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.

Worker's Compensation/Employers Liability

Meeting all requirements of Maryland Law and with the following minimum 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

Automobile Liability Coverage

A minimum of liability of one million dollars (\$1,000,000), combined single limit for bodily injury and property damage coverage per occurrence including the following:

owned automobiles
hired automobiles

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Automobile Physical Damage Coverage

The policy must evidence physical damage coverage, for both collision and comprehensive coverage, with a maximum deductible of \$250. The Contractor will be responsible for the deductible. Montgomery County must be listed as loss payee on this coverage.

Additional Insured

Montgomery County Government must be named as an additional insured on all liability policies.

Policy Cancellation

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

Certificate Holder

Montgomery County Government
Department of Health and Human Services
401 Fleet Street
Rockville, Maryland 20850

act # 17031AB

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SIGNATURES

MONTGOMERY COMMUNITY
RESIDENCES, INC.

MONTGOMERY COUNTY, MARYLAND

[Signature]
SIGNATURE (Seal)

Typed Terry Z. HaugTitle Sr. Vice PresidentDate 12-21-95

I hereby affirm that the above named person is a
corporate officer and empowered to sign
contractual agreements for the corporation.

Signed _____

Typed _____

Title _____

Date _____

[Signature]
Dr. Beatrice P. Tignor, Director
Office of Procurement

Date 1/2/96

RECOMMENDED

[Signature]
Charles L. Short, Director
Department of Health and Human Services

Date 12/11/95

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Assistant County Attorney

Date 12/18/95

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