

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

DATE: 1/7/2020

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Exhibit A – Lease Agreement, dated May 23, 2016, between
Montgomery County, Maryland and Cornerstone
Montgomery, Inc.

Exhibit B – Contract # 1084651

Exhibit C – Licensed Premises

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this 7th day of January, ~~2019~~²⁰²⁰, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and INTERFAITH WORKS, INC. ("Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County, as tenant, and Cornerstone Montgomery, Inc ("Landlord"), as landlord, are parties to that certain lease agreement, dated May 23, 2016 (the "Lease"), whereby which the County leases the premises located at 2 Taft Court, Suite 100, Rockville, MD 20850, containing 12,000 square feet, more or less (the "Licensed Premises"). A copy of the lease agreement is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the County, through its Department of Health and Human Services created Interfaith Works Women's Center. This day program targets homeless women, many of whom have chronic mental illness and provides twenty-four (24-hour) daily emergency shelter coverage, 365 days per year to a maximum of 70 Montgomery County homeless women; and

WHEREAS, the County entered into Contract Number #1084651 (the "Contract") with Licensee to support the above referenced programs, and to specifically provide and operate a program of services focusing on assessing the current cause of homelessness and assess housing needs, and to address barriers to obtaining permanent housing located in the County at the Building. A copy of the Contract is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the County and the Licensee hereby enter into the License, whereby which the County licenses to Licensee the exclusive use and occupancy of the Licensed Premises for the Permitted Use, as defined below.

WHEREAS, this License is subject to the terms and conditions of the Lease, and Licensee shall be bound by all the terms and conditions of said Lease.

WHEREAS, Cornerstone Montgomery, Inc. consents to this License, as evidenced by its signature below.

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 the Licensee the privilege, license and right to use approximately 12,000 square feet on the first floor in Suite 100 (the "Licensed Premises") as depicted on **Exhibit C** attached hereto and incorporated herein. Licensee's use of the Licensed Premises is for the exclusive purpose of providing and operating a program of services focusing on the Interfaith Works Women's Center, as more fully described in the Contract.

2. LICENSE TERM: The License Term shall commence on July 1, 2019 and end on June 30, 2020. Licensee is in possession of the Licensed Premises. The License Term shall run concurrently with the Contract, as amended, but will terminate automatically upon the termination of the Lease or the Contract, or upon the early termination of this License in accordance with its terms.

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 Lease or Contract is terminated, this License shall automatically terminate on the date of such termination. 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 attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay to the County One Dollar (\$1.00) per year. Licensee shall make all payments in advance on the first day of the License Term during each license year, payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 829464, Philadelphia, PA 19182-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises, exclusively, to provide an emergency shelter utilizing a low-barrier and housing-focused approach to providing housing services to homeless women (who may have a variety of conditions that may include, behavioral health or physical health, however, who may be able to complete their Activities of Daily Living (ADL's) at the Licensed Premises which services are further described in the Contract, attached as Exhibit B (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating its use of the Licensed Premises. 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 Permitted Use.

6. ASSIGNMENT AND SUBLEASING: 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. Any rights and/or options to assign and/or sublet the Licensed Premises reside solely in the County's discretion as set forth in the Lease, **Exhibit A, Section 17, Assignment and Subletting.**

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, it will return the Licensed Premises to the County in the same condition as 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 both Landlord and the County. Once Landlord and the County grant such consent, Licensee may proceed to perform the work as its own expense. 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 obtain the permission of Landlord and County or to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License. Landlord and the County shall have the right to inspect the Licensed Premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event the completed work is not satisfactory to either Landlord or 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 Landlord and the County 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 the 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 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 and contingent upon 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 services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all similar Montgomery County serviced properties. It should be noted that this Building is neither owned nor managed by the County and therefore typical responsibilities that the County assumes are no longer necessary. Services are as follows:

- i. Utilities, including electric, gas, fuel oil and water.

- ii. The County shall maintain, repair, and replace the CCTV and security systems servicing the Building. However, the County shall not be held responsible for any CCTV and security systems that the landlord manages and operates.

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

- i. All custodial, janitorial and recycling services in the Licensed Premises, including the bathrooms (if any). Proper routine maintenance and repair (i.e. cleaning, waxing, sealing, shampooing) of all flooring products (i.e. luxury vinyl tile, VCT, porcelain tile, carpet, sealed concrete, etc.).
- ii. Bed bug infestation remediation and removal.
- iii. Telephone service.
- iv. Kitchen appliances if applicable. The Licensee shall maintain, repair and/or replace all kitchen appliances. Such appliances include but are not limited to the following: walk-in freezers, hood systems, ovens, microwaves, etc.
- v. Any proprietary systems (i.e. computer systems, phone systems, etc.) that require maintenance and/or replacement shall be at the sole responsibility and cost of the Licensee.
- vi. If a grease interceptor is required by applicable governmental law to operate the kitchen, Licensee at its sole cost shall perform all applicable routine maintenance and repair of this equipment.
- vii. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, deterioration, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation. Licensee must apply, if available, for any warranties for new appliances acquired for the facility.

- viii. Licensee shall not proceed with or use any unusual or hazardous materials in the performance of these requirements without consent of the County.
- ix. Licensee, at its sole cost and expense, shall use one of the County's designated vendors to paint the interior premises. Specifications of type of paint and colors shall be provided by the County.
- x. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the interior of the structure, or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, invitees, clients, 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.

Licensee shall transmit a summary of repairs made by Licensee on a quarterly basis to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, MD 20850, Attn: Director of Real Estate.

C. By Landlord: Landlord shall provide those services to the Licensed Premises as set forth in the Lease, **Exhibit A**, Sections 12(a), (c).

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) in the aggregate 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 or Licensee's clients' or residents' owned contents and/or improvements to the Licensed Premises. County shall be named as a loss payee as their interests may appear.

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 General Services, Office of Real Estate, 101 Monroe Street, 9th 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.

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, invitees,

residents, patrons or employees, except such claims, actions or damages as may be occasioned by the negligent 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. However, at the Licensee's sole cost and expense, the Licensee shall be required to place upon the Licensed Premises signage prohibiting smoking or vaping of any kind in and around the Licensed Premises.

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, employees, guests and invitees.

E. Licensee shall not have animals 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 Licensed 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 this License, return to the County all keys of the Building, Leased Premises, 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 to re-key such locks.

I. Licensee must inform all occupants of the Licensed Premises 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 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.

L. 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 its operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

M. 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.

N. Licensee shall be responsible for all County Covenant not otherwise specified in this License, including but not limited to those set forth in the Lease, Section, 18.

15. DESTRUCTION OF LICENSED PREMISES: Licensee acknowledges and agrees that the County shall have no obligation to Licensee in the event of damage or destruction of the Licensed Premises, and that the provisions of the Lease, Section 19, shall govern any such occurrence.

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;
- iv. 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; or
- 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:

A. County Access: County shall have access at all times to the Licensed Premises upon reasonable notice to Licensee for the purpose of inspection, or for the purpose of performing any work or services required to be performed by County under this License or the Lease, or for any other purpose which County considers necessary or desirable.

B. Landlord Access: Landlord shall have access to the Licensed Premises in accordance with the Lease, Section 11.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County or Landlord, and return 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. Licensee shall pay for all damages due to any waste, misuse, or neglect of said Licensed Premises, its fixtures, and appurtenances, by said Licensee, its agents, employees, guests or invitees.

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. License shall provide notice by contacting the County's Division of Facilities Management-Customer Service number at 240-777-7777. This number can be used 24 hours/7 days per week.

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").

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 policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), 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 and Chapter 19A and Section 11B-52 of the Montgomery County Code 2014, 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 Ave.
Rockville, MD 20850
Attn: Shane C. Rock

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th 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 The Corporation Trust Incorporated and the address for receipt of notices and service of process is 2405 York Road, Suite 201, Lutherville, MD 21093. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, now will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premised or Building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like,

or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County and Landlord 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 this License, or its obligations under the Contract or the Lease. 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 either the Landlord or the County. 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 Landlord or 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: County will not 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. The Parties hereby waive their right to a trial by jury in any legal action relating to this License.

35. PARKING: The parking rights granted to the County per the Lease, Section 8, shall be for the benefit of Licensee for the License Term, and shall be governed in accordance with the terms of such Section 8 of the Lease.

36. HOLDOVER: In the event of any holdover by Licensee upon the termination or earlier expiration of this License, Licensee shall be held solely liable for all costs,

penalties and/or fines that Landlord may charge to the County, per the terms of the Lease, Section 22.

37. CONTROLLING DOCUMENT: This Licensee is subject to all the terms and conditions of the Lease, and all terms of the Lease are incorporated as is fully stated herein. In the event of any conflict between the terms of this License and the terms of the Lease, the Lease shall control.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Julie L White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Jerome Fletcher

Title: Assistant Chief Administrative Officer

Date: 1/7/2020

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker
Neal Anker
Associate County Attorney
12-18-19

RECOMMENDED

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

WITNESS:

By: Suzanne D. Fink

LICENSEE:
INTERFAITH WORKS, INC.

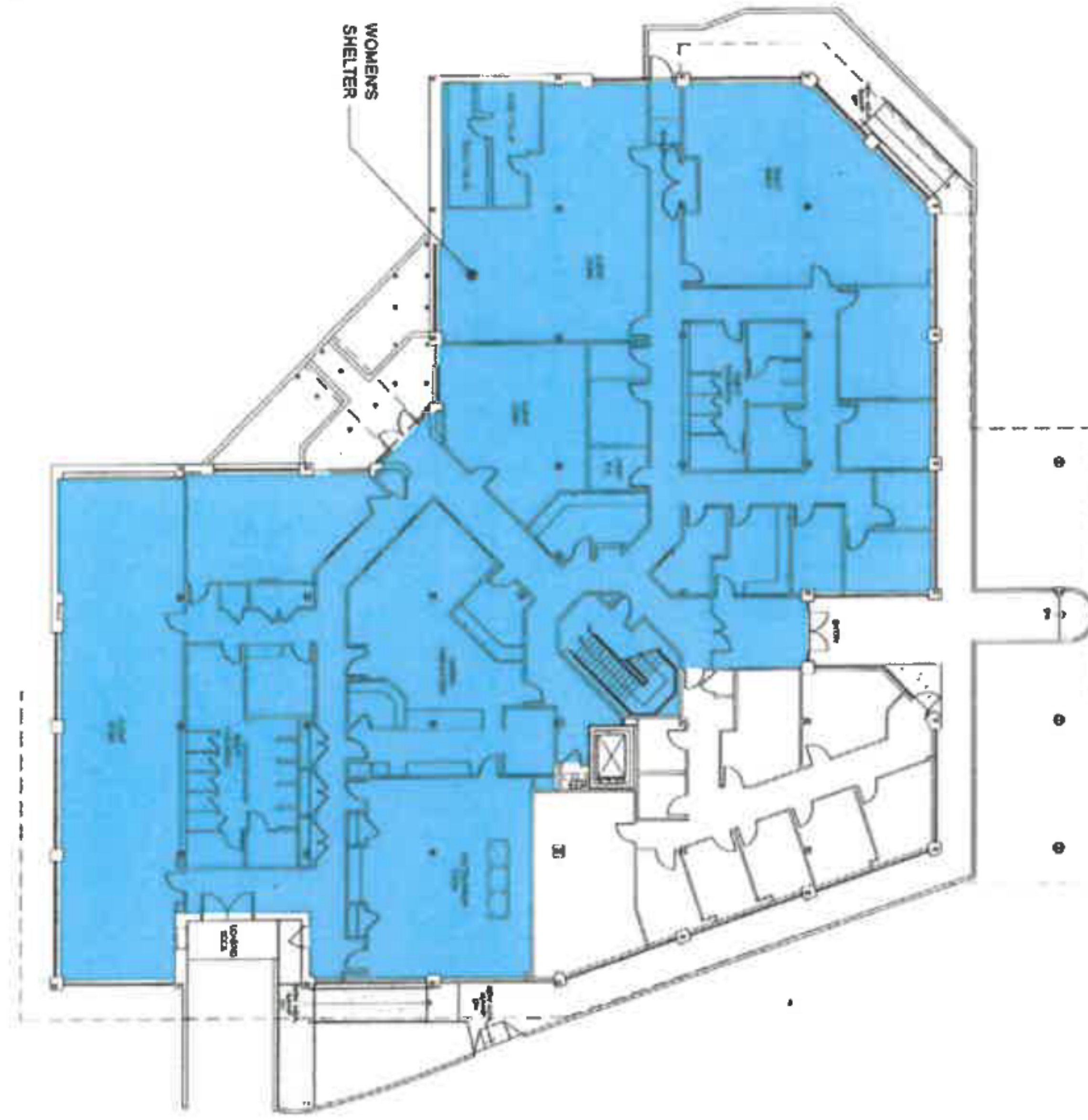
By: Shane C. Rock
Shane C. Rock
Title: Chief Executive Officer

Date: 12/9/2019

EXHIBIT A
Lease Agreement between County and Cornerstone, Inc.

EXHIBIT B
Contract #1084651

EXHIBIT C
Leased Premises



CORNERSTONE MONTGOMERY

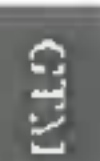
2 TAFT COURT, ROCKVILLE, MD 20850 04-05-2016

FIRST FLOOR

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GTM ARCHITECTS



CONTRACT #1084651

This Contract is between Montgomery County, Maryland (the "County") and Interfaith Works, Inc., (the "Contractor") located at 114 W. Montgomery Avenue Rockville, Maryland 20850.

BACKGROUND

1. The County requires an experienced, qualified, and culturally-competent entity to provide an emergency shelter utilizing a low-barrier and housing-focused approach to providing housing services to homeless women (who may have a variety of conditions that may include, behavioral health or physical health, however, who may be able to complete their Activities of Daily Living (ADL's)).
2. The Contractor represents that it has the expertise and experience necessary to provide the services required under this Contract.
3. The Contractor was selected to provide these services as a result of Request for Proposal #1084651- Women's assessment Center/Women's Shelter, including Solicitation Amendment #1 ("RFP").
4. The Contractor submitted a proposal, dated May 2, 2018 and Amendment 1, in response to the RFP ("Proposal").
5. The County awarded this Contract to the Contractor in accordance with the RFP.
6. The Contractor represents that it is willing and able to provide the required services set forth in this Contract, the RFP, and the Proposal to the satisfaction of the County.
7. The Director, Office of Procurement, is the duly authorized Contracting Officer of the County, with authority to sign this Contract on behalf of the County and is solely responsible for all contractual changes and modifications to the Contract.

I. SCOPE OF SERVICES

The County will provide a leased facility located at 2 Taft Court, Rockville, MD 20850 for the provision of services as described in this Contract.

- A. The Contractor must operate and coordinate an emergency shelter for homeless women with a variety of conditions to include:
 1. Provide twenty-four hour (24-hour) daily emergency shelter coverage, 365 days per year, to a maximum of 70 Montgomery County homeless women. The Contractor must accept homeless women who have lost permanent housing in Montgomery County.
 2. Within the shelter's 70-bed capacity, designate and reserve two medical beds and 1 crisis response shelter bed to be used for medical or immediate shelter placements to

meet Health Care for the Homeless or Coordinated Entry System needs. The Contractor must provide the following services: intake assessments; ongoing case management; and permanent housing planning for these beds as well as all shelter beds.

3. Provide routine maintenance and repairs of the shelter as outlined in lease agreement.
4. Enter into a Memorandum of Agreement (MOA) with the County to ensure adequate accommodations for homeless women with additional needs. The MOA terms must indicate that the Contractor must reserve one (1) shelter bed for Aging and Disability (A&D) and must provide intake assessment, collaborative ongoing case management; and discharge planning.
5. Accept referrals from the County's Continuum of Care (CoC) via a standardized referral form provided by CoC's Coordinated Entry System (CES) from providers such as outreach case managers, treatment providers, other Department of Health and Human Services (DHHS) agencies, and non-profit agencies. The CES serves the entire geographic area of Montgomery County through multiple access points for emergency shelter, rapid re-housing, transitional, and permanent housing options.
6. Ensure that the shelter is adequately staffed at all times to provide supervision and housing-focused services, even though it is anticipated that some clients will be away from the shelter during daytime hours. At least one staff member must remain awake at night during typical clients' sleeping hours (10p.m. – 6a.m).
7. Establish written shelter rules and regulations, approved by the County, which must be given and explained to each client upon admission to the shelter. The rules and regulations must be posted in a conspicuous area of the shelter. Shelter rules cannot be barriers to shelter placement but must add structure to maintaining a safe and decent environment for clients and staff.

Shelter rules and regulations must include a duty roster, which lists assigned household chores that assist clients in preparing to live independently, and assist the facility to maintain a clean, orderly, and safe environment.
8. The Contractor must provide at least two (2) meals per day to clients; the Contractor may obtain meals for clients through purchase and/or meals donated through community resources.
9. The Contractor must store and monitor each client's use of prescription medications to ensure safety and compliance with medical instructions, as part of a written plan which must be approved by the Contract Monitor.
10. The Contractor must participate in the CES which includes various meetings such as CES Housing and Prioritization bi-monthly meetings.

11. All new shelter clients must complete a tuberculosis (TB) symptom assessment tool and follow current procedure for TB, i.e. testing or other health risks, within three days of admission into the shelter program.
12. The Contractor must develop and maintain a case record for each client in a format approved by the County's Contract Monitor within 5 days of client admission. Case records must be kept in locked cabinet(s) and in a secured location, accessible only by the Shelter Director and designated shelter staff. Case records must contain the following minimum information:
 - a. Tuberculosis (TB) test results (if not in the HMIS);
 - b. Emergency client contact and emergency medical contact, if available;
 - c. Pertinent medical information;
 - d. Shelter authorization forms and copy of housing plans from case managers;
 - e. Record of medications prescribed to or taken by the client.
13. The Contractor must ensure that 100% of shelter clients remaining in the facility beyond five consecutive days, have applied for eligible entitlements benefits (such as, Supplemental Nutritional Assistance Program (SNAP), Medical Assistance, and Disability Income, if appropriate. The Contractor must ensure that each client's acceptance, denial, or refusal to apply for such benefits must be documented in the client's record.
14. The Contractor, at its own expense or via the County Continuous Learning Courses, must train or obtain training for all staff that provide shelter services, on an as needed basis in the following areas:
 - a. Motivational interviewing;
 - b. Financial literacy;
 - c. Behavioral health issues, i.e. substance use and harm reduction;
 - d. Health and safety training; and
 - e. Landlord tenant issues, i.e. how to read and understand a lease.

The Contractor must maintain records of training sessions for each staff member, including the date and content of each training. This information must be submitted to the Contract Monitor for this Contract, during each annual program evaluation.

(The County anticipates, but does not guarantee, that the County or other homeless services providers in the community will make training sessions in the above-named areas in paragraph 14, available for Contractor's staff.)

15. The Contractor must provide multi-language resources for clients with limited English proficiency, either through on-site staff or through other means that are approved by the Contract Monitor.

16. The Contractor must have non-discriminatory policies in place to provide reasonable accommodations in compliance with the Americans with Disabilities Act (ADA <http://www.montgomerycountymd.gov/DGS-ADA/Home.html>).
17. In the event the County receives additional funding for services requested under this Contract, the County reserves the right to expand the existing scope of services for the Contract at any time. Such additional services are not guaranteed and will only be requested if additional funding is appropriated and encumbered by the County. Additional services must be added via a Contract amendment to this Contract.
18. The Contractor must comply with all federal, state, and local laws and regulations governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act. The Contractor must also sign a **Business Associate Agreement (Attachment C)** with the County prior to execution of The Contract and must comply with the provisions in the attached Business Associate Agreement.
19. The Contractor must comply with DHHS Background Clearance policy requirements for staff, subcontractors, and volunteers serving clients (please see link below for policy). The Contractor is responsible to check this link periodically for updates to the policy.
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
20. If this Contract is terminated for any reason, or upon conclusion of the final Contract term, the Contractor must work with the County to ensure a successful transition of program services and clients to the new provider of the services.

B. Administrative Responsibilities:

1. The Contractor must, within 30 days of this Contract execution, provide to the County's Contract Monitor, an organizational chart which outlines staff and identifies supervisory responsibility, along with the staffing to client ratio within 30 days of the Contract. The staffing schedule must detail how many staff will be on site to monitor the operation of the shelter during the 24/7 hours of operation. The Contractor must maintain a staffing level consistent with the number of clients served and the other services provided.
2. The Contractor must develop and implement written County-approved policies and procedures for:
 - a. Admission process;
 - b. Non-discriminatory policies toward anyone based on race, ethnicity, national origin, religion, sexual orientation, gender identity or expression, physical or mental disability, age, or physical appearance;

- c. **ADA compliance with homeless persons on oxygen. Use of oxygen is not a safety risk unless it comes directly in contact with an open flame;**
- d. **Storage of unused oxygen tanks must be kept locked and away for other clients in a place less than 125 degrees Fahrenheit. Signs must be posted regarding cigarette smoking and oxygen in use;**
- e. **Completion of a tuberculosis (TB) symptom assessment tool and follow current procedure for TB or other health risks within three days of admission to the shelter program;**
- f. **Policies and procedures governing client confidentiality, release of information, client grievances and appeals;**
- g. **A written plan approved by the County to handle emergency medical and psychiatric crises experienced by shelter clients and ensure that all shelter staff is trained in these procedures. The Contractor must also have an approved first aid kit on site in accordance with American National Standards Institute standards;**
- h. **Client grievances against staff or client actions in the shelter. These procedures must be approved by the County and must be posted in a conspicuous area of the shelter;**
- i. **Suspension or termination which may only occur following a consensus decision with the Shelter Director, Case Manager, and County's Contract Monitor. The client must be given a Letter of Termination from the shelter program that explains and documents the reason(s) for the action taken. The client must be given the opportunity to request an appeal of the decision to the Contractor. The Contractor is not required to continue providing services to the client pending the appeal;**
- j. **A client may be terminated immediately by the Contractor if the client poses an immediate threat to the health, well-being, and/or safety of staff and clients of the shelter. When this occurs, the Contractor must, on the next business day, notify the County (Contract Monitor) of the client's termination;**
- k. **No drugs or alcohol use is permitted on the property or in the shelter, however, no client can be terminated for being under the influence. No testing for alcohol or drugs should occur at the facility. Client can be referred to Behavioral Health Services if behaviors indicate a need or a become a barrier to obtaining housing;**

- l. A client may only be suspended for a 24-hour period. When overnight suspension occurs, the Contractor must notify the County (Contract Monitor) no later than the next business day;
- m. Estimated length of stay that must focus on getting exiting clients quickly into stable housing. This policy should include how clients will address barriers to stable housing, which could include financial literacy, employment assistance, or addressing behavioral health or physical health conditions;
- n. Client savings policy to assist client in reducing debt, improving credit, or saving for housing stability. The Contractor may not charge any fee for emergency shelter placement. Requirement for savings is optional.

C. CONTRACTOR'S QUALIFICATIONS AND STAFFING REQUIREMENTS

1. The Contractor must employ a full-time Shelter Director/Manager to supervise the operation of the shelter. The shelter's Director/Manager must possess the following minimum qualifications:
 - a. Master's Degree in a human services or related field;
 - b. Two years of experience in supervising a shelter or direct care staff; and
 - c. Two years of experience in providing services to the homeless.

The Contractor must request approval from the County prior to any exception being made regarding minimum qualifications as requested for services under this Contract.

2. The Contractor must ensure that its case managers for this Contract, possess the following qualifications at a minimum:
 - a. Bachelor's Degree in a social science or human services field;
 - b. At least two years of experience providing clinical or case management services to the homeless or to person earning low income, to a population with mental health, substance abuse or co-occurring disorders, or to a population needing assistance with employment and vocational literacy;
 - c. If candidate possesses a master's degree, only one-year experience is required in the social science or human services field.

- d. The Contractor must hire supportive staff to be utilized in the 24/7 hours of operation that can assist in removing barriers to housing. This staff person may be a Housing Locator, Vocational Trainer, or Financial Counselor. Supportive staff may also be formerly homeless persons that have been stably housed for two years or more and have High School Diploma or GED.

D. Case Management

1. The Contractor must provide case management and support services to include but not be limited to:
 - a. Completion or updating the current version of the Vulnerability, Index, and Service Prioritization, Decision Assistance Tool (VI-SPDAT) in the Homeless Management Information System (HMIS) after day 5 and before the 10th day of a client's admission to the shelter;
 - b. Complete an Acuity Scale in HMIS within 30 days of the client's admission to the shelter and upon exiting to ensure appropriate level of case management; and
 - c. Screen, assess, and develop a comprehensive Individual Housing Plan(s) with each resident within five (5) business days of a client's admission into the shelter program.
 - d. The Individual Housing Plan must specify the goals and interventions required by the client; the case manager must address any/all barriers to obtaining permanent housing for clients within the shortest possible time. The Individual Housing Plan must be signed by the client and Case Manager as an agreement.

The Individual Housing Plan must include:

- i. the type of housing the client needs and is eligible for;
 - ii. if applicable, the client's employment goals and the support services to be provided by program;
 - iii. if applicable, the attainment of necessary entitlements, i.e. Supplemental Nutritional Assistance Program (SNAP), Medical Assistance (MA), or Social Security disability income; and
 - iv. any other interventions necessary for client and case manager to complete for the client to obtain permanent housing.
- e. The Individual Housing Plan must be reviewed weekly by the Case Manager with the client, documenting client's progress toward goal completion, and revision of interventions and goals if necessary.

2. Case management services must be client centered to assist the client toward obtaining and maintaining income and housing. Case management includes tasks that client and case manager will complete to resolve homelessness.

This may include applying for entitlement programs, reducing debt, addressing criminal background, and dealing with specific issues that have created barriers in obtaining and/or maintaining housing and employment.

3. Case management services must be available during the hours of 8a.m. to 8p.m., 5 days per week.
4. The Contractor must enter client demographic information into the HMIS within twenty-four (24) hours of entry into the shelter. The Contractor must arrange with the County for training of its staff that will use the HMIS. The required information must be entered into HMIS and must conform to the County and Housing and Urban Development (HUD) standards. (Information on HUD and HMIS requirements and policy and procedures can be found on the County's website: <http://www.montgomerycountymd.gov/hmis>. At a minimum, the case manager must enter a monthly progress note that includes client's status of obtaining necessary documents, income, and updates on removing the barriers to permanent housing identified on their Individual Housing Plan.
5. Each of the Contractor's Case Managers must participate in a case review meeting with the County's designated Contract Monitor and all significant persons involved with the client's case, for all clients continuing after a 6-month length of stay.

E. County Responsibility

1. County will provide the HMIS training and user support to the Contractor's staff providing services under this Contract;
2. The County will provide a County-leased facility for use as the shelter. The County will oversee maintenance for major facility systems such as plumbing, electrical, and heating in the leased facility at 2 Taft Court, Rockville, MD 20850 with Cornerstone Montgomery, property owner.

F. Shelter Requirements

1. The Contractor must provide the following amenities and supplies, in good working condition, and of adequate supplies to meet the needs of the clients served under this Contract:

- a. laundry facilities with washer and dryer;
 - b. bathing facilities;
 - c. storage for personal belongings;
 - d. emergency clothing;
 - e. adequate beds and bed linens;
 - f. personal hygiene supplies, if necessary;
 - g. client designated telephone inside the shelter facility;
 - h. lounge space with books and magazines;
 - i. private space for interviewing; and
 - j. a locked storage cabinet and/or refrigerator for prescription medications.
2. The Contractor must have and maintain at least two computers and broadband internet service provider, as required by the County's technical requirement for the HMIS, a fax machine, and a functioning email system. Most of the communications between the County and other service providers will be conducted via email. The computer must conform to the County standards. Specific details are located at:
- <https://montgomerycountymd.gov/HHS-Program/SNHS/HMIS-Internal/HMISIndex.html>.
3. The Contractor must follow the current DHHS standard operating procedure for communicable disease testing, evaluation, and documentation. If a shelter client contracts a communicable disease, the Contractor must report the illness to the County's Public Health Dept., Healthcare for the Homeless RN, and Contract Monitor within 24 hours. Specific details are located at:
- <https://www.montgomerycountymd.gov/mcresponsive/newsearch.html?q=TB>
4. Fire Safety and Emergency Action Plans, the Contractor must:
- a. conducts fire drills, monthly, and ensure that all shelter employees receive annual training in fire prevention and fire safety. A record of fire drills must be kept in a log and accessible to the Contract Monitor;
 - b. ensure that each shelter has a written Emergency Action Plan that describes evacuation procedures and routes for the safe evacuation of everyone in the shelter in the event of an emergency;
 - c. ensure that each shelter has enough functioning fire extinguishers to meet the County and State fire code and ensure that they are inspected at least every six months, or more frequently if required by law or regulation; and
 - d. have a plan for weather-related emergencies and maintain at least a three-day supply of food, water, a corded phone, flashlights, and other necessities for handling an emergency or weather-related situation, as well as participate in any other emergency planning requested by the County.

II. QUALITY ASSURANCE

- A. The Contractor must have, or develop and implement, a Notice of Privacy Practice (NOPP) that must be approved by the County within thirty days of Contract execution. The purpose of the NOPP is to inform families that their personal information will be entered in an electronic record on the HMIS and how their information will be used.
- B. The Contractor must implement and maintain reasonable security practices and procedures, to include requiring any third-party to whom it discloses personal information originally disclosed to Contractor by the County, to also implement and maintain reasonable security practices and procedures related to protecting the personal information.
- C. The Contractor must enter into an HMIS Participation Agreement with the County, as provided by the County and use the HMIS system as an electronic record creating case plans, progress notes, and service transactions system for referrals to appropriate services. If a Participation Agreement does not already exist, this Participation Agreement must be signed within 60 days of execution of this Contract. The Contractor must use all Client Authorization forms and/or other HMIS related forms made available by the County to share client information with other providers using the HMIS and to inform clients that their information is being placed into an electronic record in the HMIS. Specific details and the Participation Agreement are located at: [.pdf](#)

<https://montgomerycountymd.gov/HHS-Program/SNHS/HMIS-Internal/HMISPolicyprocedure.html> click Appendix B, Participation Agreement.

III. OUTCOMES AND PERFORMANCE MEASURES

A. Outcomes

Data collection and program evaluation is extremely important for this Contract. The goal of this program is to provide a safe and decent sheltered facility while assisting the client in obtaining permanent housing.

The Contractor must develop and implement a County-approved mechanism to measure the progress of the County's Performance Measures listed below and assess the quality of services provided.

1. Within 5 consecutive days of admission, 100% of clients will apply for eligible entitlements, i.e. SNAP, MA, and eligible disability income within 30 days of admission to facility. Staff will document date of approval, ineligibility of or denial of benefits, or client's refusal to apply;

2. 40% of the clients will exit to permanent housing, i.e., returning to family/friends, room rentals, shared housing, rapid re-housing, within 60 days;
3. 50% of the clients will exit to permanent housing, including permanent supportive housing, within 90 days;
4. 40% of the clients remaining over 60 days in the facility will increase their income via entitlements or employment;
5. Of those exiting to permanent housing, 80% do not return to shelter within 12 months.

B. Customer Satisfaction

1. The Contractor must conduct a Customer Satisfaction Survey annually or upon a client's permanent exit from the facility. Clients will voluntarily complete the Survey and deposit it in a secure and confidential location at the shelter:
2. How would you rate your recent experience with this program or service in each of the following areas?

	Very Satisfied ☺ ☺	Satisfied ☺	Not Satisfied ☹	Very Unsatisfied ☹ ☹	Don't Know / Not Applicable
Courtesy/Respect					
Responsiveness to needs					
Case Management Services					
Overall Experience					

IV. REPORTS/RECORDS

Bi-Annual Reports

The Contractor must provide to the County a bi-annual report which will accompany the six-month and year-end invoices. The bi-annual reports must include at a minimum a summary of the outcomes listed in Article III above.

V. COMPENSATION

- A. The Contractor's fiscal year line item budget, as approved by the County (the "Contractor's Budget"), is incorporated by reference into, and made a part of this Contract as Attachment B.
- B. Modifications to the Contractor's approved budget during the fiscal year must be justified, in writing, by the Contractor and must be approved, in writing, by the County, prior to implementation.
- C. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in this Contract, subject to the following limitations:
 1. No compensation will be paid for any costs that exceed the relevant line item in the Contractor's Budget by more than 10%.
 2. No compensation will be paid for any costs that exceed the overall total of the Contractor's Budget for each fiscal year.
 3. No services shall be performed by the Contractor under this Contract prior to the execution of a County Purchase Order for those services, and the Contractor's receipt of the said County Purchase Order.
 4. Compensation must not exceed funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor.
 5. **The maximum compensation for the initial six-month term of this Contract must not exceed \$440,000.**
- D. The Contractor must comply with Montgomery County's DHHS Allowable Contract Cost Reimbursement Policy, which can be found at:
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>.

VI. PRICE ADJUSTMENTS

Prices quoted are firm for a period of one year after execution of the Contract. For subsequent Contract terms, any request for a price adjustment after this two-year period is subject to the following:

- A. A request for price increase must be made in writing to the Program monitor and submitted with justification for the request including supporting documents. Submission of this request must be made at least sixty (60) days prior to the Contract's expiration date if the Contract is being extended.

- B. Approval or rejection by the Director, Office of Procurement, or designee.
- C. Available funding.
- D. The price increase will be capped by the Consumer Price Index (CPI) for all urban consumers issued for the Washington-Arlington-Alexandria, DC-VA-MD-WV area by the United States Department of Labor, Bureau of Labor Statistics, for ALL ITEMS.
- E. The County will approve only one price adjustment for each Contract term, if a price adjustment is approved.
- F. The price adjustment, including its effective date, must be incorporated into a written Contract amendment.

VII. INVOICES

The Contractor must submit monthly invoices and supporting documentation in a format approved by the County no later than 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, for expenses incurred by the Contractor in providing the goods and services described in this Contract.

All required reports and other supporting documentation must be submitted with the Contractor's monthly invoice. Invoices must be sent to the Contract Monitor designated by the County for this Contract.

VIII. TERM

This Contract is effective January 1, 2019, upon signature by the Director, Office of Procurement, and continues through June 30, 2019. Before the Contract term ends, the Director, at his or her sole option, may (but is not required to) renew this Contract for an additional term, if the Director determines that renewal is in the best interest of the County. The Contractor's satisfactory performance does not guarantee renewal of the Contract. The Director may exercise this option to renew four (4) times for up to one (1) year each. In addition, the County may extend the Contract term for an additional one-year period for the sole purpose of transfer or disposition of the Contractor's caseload.

IX. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor ("General Conditions") (Attachment A) are incorporated by reference and made a part of this Contract. The insurance requirements listed below supersede the insurance requirements set forth in Paragraph 21 of the General Conditions.

Prior to the execution of the contract by the County, the Contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct 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 and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of *one million dollars (\$1,000,000), and two million dollars (\$2,000,000), aggregate, 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
Sexual Molestation and Abuse

Professional Liability (Errors and Omissions Liability)

The policy shall cover professional errors and omissions, negligent acts, misconduct or lack of ordinary skill during the period of contractual relationship and services rendered with the County with a limit of liability of at least: *Each Claim - \$1,000,000*

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

Worker's 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 included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability of the contractor.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder
Montgomery County, MD
HHS / Contract Management Team
401 Hungerford Drive
Rockville, Md 20850

X. 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:

1. This Contract document;
2. The General Conditions of Contract Between County and Contractor (Attachment A);
3. The County's Business Associate Agreement (Attachment C);
4. The Contractor's County-approved fiscal year line item budget (Attachment B).

SIGNATURE PAGE FOLLOWS

SIGNATURES

INTERFAITH WORKS, INC.

MONTGOMERY COUNTY, MARYLAND

By: Shane Rock
SIGNATURE

By: _____
Cherri Branson, Director
Office of Procurement

(Typed Name) Shane Rock

Date: _____

Title: CEO

RECOMMENDED

Date: 12/4/2018

By: Uma S. Ahluwalia for
Uma S. Ahluwalia, Director
Department of Health and Human Services

Date: 11/29/2018

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

By: Janita L. Burdette
Paralegal
Date: Nov. 28, 2018

ATTACHMENT A

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT. ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;

ATTACHMENT A

- (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

ATTACHMENT A

B. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	Up to 50	Up to 100	Up to 1,000	Over 1,000
Workers Compensation (for contractors with employees)				

ATTACHMENT A

Bodily Injury by				
Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
 Commercial General Liability				
for bodily injury and property	300	500	1,000	See
damage per occurrence, including	Attachment			
contractual liability, premises				
and operations, and independent				
contractors				
 Minimum Automobile Liability				
(including owned, hired and non				
owned automobiles)				
Bodily Injury				
each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage				
each occurrence	300	300	300	
 Professional Liability*	250	500	1,000	See
for errors, omissions				Attachment
and negligent acts, per				
claim and aggregate, with				
one year discovery period and				
maximum deductible of \$25,000				

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850 4166

*Professional services contracts only

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ATTACHMENT A

TABLE B. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

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ATTACHMENT A

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

ATTACHMENT A

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

DEHS Contract Budget - FY19 (Pro-Rated for 6 Months)

Agency/Organization Name:
 Address:
 City, State, Zip Code:
 Contact Person:
 Phone/Fax/E-Mail:
 Contact Number:
 Service Area:

1/10/19

Interfaith Works Women's Center

114 W. Montgomery Avenue

Boyleville, MD 20850

Christine Hong

301-470-2412 / 301-585-4471 / chong@interfsmc.org

KFP
 Services to End and Prevent Homelessness

BUDGET SUMMARY

Category	FY 2019 Budget
A. Salary Expenses	Contract Expenses \$322,440.17
Fringe Benefits (16.5% of salary expenses)	\$53,191.06
Total Personnel (Salary + Fringe)	\$375,631.24
B. Direct (Operating) Expenses	\$40,680.74
C. Capital Expenses	\$0.00
Subtotal of Contract Expenses	\$416,311.98
Indirect/Admission (5.7826% of Subtotal of Contract)	\$23,928.02
Total Contract Budget	\$440,240.00

ATTACHMENT B

BUDGET DETAIL

A. Salary Expenses and Fringe Benefits

Position	Incumbent	Annual Salary	Full Time Equivalent (FTE) this contract	Expenses to Jobs Contract (Pro-Rated for 6 Months)	Fringe Benefit Rate	Fringe Benefits	Justification for Position
Director, Homeless Services	Hong, Christine ICSW-C	\$77,000.00	0.15	\$7,350.00	16.5%	\$12,225.00	Supervises all Homeless Services Program Directors, including the JW Women's Center (JWWC) Program Director, ensuring programs are aligned with best practices and comply with local and federal contract requirements. Serves as HMIS Administrator; Represents and provides leadership for Homeless Services, including the JWWC, by attending CoC, municipal, and other meetings with partners. See position description for more details.

Position	Name	Rate	Hours	Salary	Benefits	Total	Description
Deputy Director Homeless Services	Pina, Diana-Lobya-C	\$75,000.00	0.10	\$ 3,750.00	16.5%	\$ 4,387.50	Assists Director of Homeless Services in providing clinical supervision across the department for case management and front line staff, including for the IWWC. Also assists with external representation, coverage when needed, and administrative tasks. See position description for more details.
Program Director	Maken, Josi C	\$62,000.00	1.00	\$ 31,000.00	16.5%	\$ 35,175.00	Manages the program and supervises the Case Managers and other staff, as required by RFR. Provides case management to up to 16 24-hour women as required by RFR.
Case Manager	Multiple Staff	\$43,333.33	3.00	\$ 129,999.99	16.5%	\$ 150,999.98	Provides case management to 2 medical bed residents, as required by RFR. Limited to 4 hours/week.
Medical Bed Case Manager	Soglio, Maryane "Sandra", CNA	\$42,000.00	0.10	\$ 4,200.00	16.5%	\$ 4,935.00	Provides on-site employment services to clients without income-tax gain earned income.
Volunteer Coordinator	Garceta, Dabey	\$43,000.00	0.50	\$ 21,500.00	16.5%	\$ 24,675.00	Recruits and schedules volunteers for meals and group activities at the shelter (19,745 in-kind hours valued at \$549,322.50). Also solicits in-kind donations for client and shelter needs.
Inventory Specialist	Rui, Sabina	\$44,000.00	0.25	\$ 11,000.00	16.5%	\$ 12,775.00	Manages a \$517,207.00 annual inventory of in-kind food and other donations to keep inventories informed of shelter needs. Also orders supplies as needed.
Program Clerk	Quisalt, Lorna	\$33,280.00	0.50	\$ 16,640.00	16.5%	\$ 19,270.00	Enters client information into HMIS within 24 hours of entry. Also-pays data for reports.
Assistant Program Manager/Front Line Staff Supervisor	Septhanasath, Krishna	\$67,246.66	0.90	\$ 60,521.99	16.5%	\$ 69,993.06	Supervises and trains Shelter Coordinators and coordinates scheduling of Security Staff. Also coordinates with the property owner and vendors in addressing facility issues.
Shelter Coordinator	Multiple Staff	\$41,184.92	8.97	\$ 36,924.17	16.5%	\$ 42,754.49	Provides front-line support to clients and monitors the facility.
Staff Overtime/Holiday Pay/Vacation Coverage	All current Residential Coordinators	\$10,000.00	1.00	\$ 10,000.00	16.5%	\$ 11,650.00	Cost to cover Shelter Coordinators' overtime, holiday pay, and vacation coverage.
Total Salary Expenses \$ 323,370.17 Total fringe \$ 53,191.08							

B. Direct (Operating) Expenses

Expense Category	Total Budget	Cost to County	Justification of Costs
Front Line Staff Subcontract	\$ 33,280.00	\$ 33,280.00	MFD Participations Front Line Staff (2.0 FTEs) will be provided by Bankers Business Management Services, an MFD-vested company.
Maintenance	\$ 9,250.00	\$ 4,900.74	Building and equipment maintenance, building maintenance supplies, cleaning supplies and services.
IT Support/Computer Maintenance	\$ 7,200.00	-	IT services for computers, computer maintenance needed for HMIS data input and other client records as required.
Telephone	\$ 4,000.00	-	Phone, internet and fax line needed to provide services and use HMIS.
Computers, Furniture, Equipment (up to \$3,000)*	\$ 2,750.00	\$ -	Replacement computer hardware, furniture, appliances, and other equipment.
Travel	\$ 1,300.00	\$ -	Travel and parking expenses for staff, including the housing program.
Insurance	\$ 3,000.00	\$ -	Liability and auto insurance required to operate the shelter.
Staff Development	\$ 1,000.00	\$ -	Staff training expenses for topics not offered by IWB's own divisions.
Office Supplies & Postage	\$ 325.00	\$ -	Office supplies needed by staff such as paper, toner-cartridges, pens, etc., plus postage.

Recruitment & Background Checks	\$	750.00	\$		Job postings and background check expenses.
Copier Lease	\$	1,500.00	\$		Copier leasing expense.
Other Client Expenses (Net)	\$	7,250.00	\$	7,500.00	Expenses for clients, including: for off-vehicle, client transportation, medications, birth certificates, passport photos, fingerprinting, court records, food, for special diets, and any other needed client expenses.
Total Direct Expenses	\$	72,705.00	\$	40,830.74	
C. Capital Expenses, if applicable (greater than \$5,000)*					

Description	Cost	Justification/Notes
	\$	
	\$	
Total Capital Expenses	\$	

Approved by: (for the Vendor) Shane Rock 10/11/18

Signature: Shane Rock
 Name (please print): Shane Rock
 Title: CEO

Approved by: (Monitor for Dept. of Health and Human Services)
Kim Dell 10/19/18
 Signature: _____ Date: _____

Name (please print): Kim M. Dell
 Title: Health Services Administrator

*Equipment includes items up to \$5,000. Items greater than \$5,000 are capital expenses.

DHHS Contract Budget
 Interfaith Works, Inc.
 Contract #1026029

Residential Coordinators Salary Expenses and Fringe Benefits

Position	Incumbent	Hourly Wage	Annual Salary	Full Time equivalent (FTE), this	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification for Position
Shelter Coordinator	Andriantanjala, Jacky	\$ 12.36	\$25,708.80	0.85	\$ 21,852.48	16.5%	\$ 3,685.66	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Calloun, Jasmine	\$ 12.36	\$25,708.80	0.88	\$ 22,495.20	16.5%	\$ 3,711.71	Provides front line support to clients and monitors the facility.
Relief Shelter Coordinator	Chepkwony, Stella	\$ 12.36	\$25,708.80	0.00	\$ -	16.5%	\$ -	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Goines, Tysha	\$ 14.24	\$29,619.20	1.00	\$ 29,619.20	16.5%	\$ 4,887.17	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Johnson, Denesu	\$ 14.20	\$29,536.00	1.00	\$ 29,536.00	16.5%	\$ 4,873.44	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Kemegne, Frederique	\$ 12.36	\$25,708.80	1.00	\$ 25,708.80	16.5%	\$ 4,241.95	Provides front line support to clients and monitors the facility.
Relief Shelter Coordinator	Kamara, Etha	\$ 12.36	\$25,708.80	0.00	\$ -	16.5%	\$ -	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Leon, Rosa	\$ 13.21	\$27,476.80	0.85	\$ 23,395.28	16.5%	\$ 3,853.62	Provides front line support to clients and monitors the facility.
Relief Shelter Coordinator	Panagodage, Madushika	\$ 12.36	\$25,708.80	0.00	\$ -	16.5%	\$ -	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Quisuh, Lornia	\$ 12.36	\$25,708.80	0.50	\$ 12,854.40	16.5%	\$ 2,120.98	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Shipton, Keeda	\$ 12.36	\$25,708.80	1.20	\$ 5,341.76	16.5%	\$ 848.39	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Tarrang, Pasang	\$ 12.36	\$25,708.80	0.93	\$ 23,780.64	16.5%	\$ 3,923.81	Provides front line support to clients and monitors the facility.
Shelter Coordinator	Yosef, Lydia	\$ 12.36	\$25,708.80	0.50	\$ 12,854.40	16.5%	\$ 2,120.98	Provides front line support to clients and monitors the facility.
Shelter Coordinator	TBD	\$ 12.36	\$25,708.80	1.27	\$ 32,650.18	16.5%	\$ 5,387.28	Provides front line support to clients and monitors the facility.
Total				8.970	\$ 239,848.34		\$ 39,574.88	

DHHS Contract Budget
 Interfaith Works, Inc.
 Contract #1026029

Residential Coordinators Salary Expenses and Fringe Benefits

Interfaith Works Women's Center
 Contract#1026029

Position	Incumbent	Annual Salary	Salary Pro-Rated for 6 Months	Full Time equivalent (FTE), this contract	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification for Position
Case Manager	Cohen, Isharna	\$44,000.00	\$22,000.00	1.00	\$ 22,000.00	16.5%	\$ 3,630.00	Provide case management to up to 23 women as required by contract.
Case Manager	Arch, Melissa	\$43,000.00	\$21,500.00	1.00	\$ 21,500.00	16.5%	\$ 3,547.50	Provide case management to up to 23 women as required by contract.
Case Manager	Muhang, Sandy	\$43,000.00	\$21,500.00	1.00	\$ 21,500.00	16.5%	\$ 3,547.50	Provide case management to up to 23 women as required by contract.
Total.					\$130,000.00		\$65,000.00	\$10,725.00

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Montgomery County, Maryland (hereinafter referred to as "Covered Entity"), and INTERFAITH WORKS, INC., (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract #1084651 (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply with the the Maryland Confidentiality of Medical Records Act (Md. Code Ann., Health-General I §§4-301 *et seq.*) ("MCMRA") or other applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

ATTACHMENT C

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.
2. "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean INTERFAITH WORKS, INC.
3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.
4. "Designated Record Set" is defined at 45 CFR § 164.501.
5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.
6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.
7. "Required By Law" is defined at 45 CFR § 164.103.
8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.
9. "Security Incident" is defined at 45 CFR § 164.304.
10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

ATTACHMENT C

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

ATTACHMENT C

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by

ATTACHMENT C

Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying

ATTACHMENT C

Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary.

4. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of

ATTACHMENT C

Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, the MCMRA, or other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. CAUSES OF ACTION IN THE EVENT OF BREACH. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the Maryland law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

VII. MODIFICATION; AMENDMENT. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

ATTACHMENT C

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES. Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

IX. COMPLIANCE WITH STATE LAW. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Joy Page, Esq.
Deputy Privacy Official
Montgomery County, Maryland
401 Hungerford Drive, 7th Floor
Rockville, Maryland 20850
(240) 777-3247 (Voice)
(240) 777- 3099 (Fax)

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 114 W. MONTGOMERY AVEUE
ROCKVILLE, MARYLAND 20850

Attention: Mr. Shane Rock

Phone: (301) 315-1099

ATTACHMENT C

D. Maryland Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Maryland, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

SIGNATURE PAGE FOLLOWS

ATTACHMENT C

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

INTERFAITH WORKS, INC..

MONTGOMERY COUNTY, MARYLAND

By: Shane Rock

By: Uma S. Ahluwalia for

Name: Shane Rock

Name: Uma S. Ahluwalia

Title: CEO

Title: Department of Health and Human Services

Date: 12/4/2018

Date: 11/5/2018

ATTACHMENT C
EXHIBIT A

FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Montgomery County, Maryland, (the "County") and
- _____ (Business Associate).

Business Associate hereby notifies the County that there has been a Breach, Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

Date of the Incident: _____

Date of discovery of the Incident: _____

Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary) _____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

ATTACHMENT C

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____