

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
CASA DE MARYLAND, INC.

DATE: 6-24-2015

TABLE OF CONTENTS

Paragraph

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

Exhibit A – Licensed Premises

Exhibit B – Contract

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License"), made this ~~24th~~ day of June, 2015, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and CASA DE MARYLAND, INC., (the "Licensee"), (the County and the Licensee together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of fee simple title in the improvements and contiguous grounds located at 14645 Rothgeb Drive, Rockville, Maryland, 20850 (the "Building"), and

WHEREAS, the County through the Department of Health and Human Services wishes to provide employment, training and supportive services for low income, multi-cultural residents located in the County; and

WHEREAS, the County entered into Contract Number 1024870 with Licensee to provide and operate a program of employment, training and supportive services for low income, multi- cultural residents located in the County at the Building; and

WHEREAS, the Licensee has agreed to provide such services in a portion of the Building as defined in the License Agreement and the County has agreed to enter into this License at the Building for this purpose.

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

1. LICENSED PREMISES: The County does hereby grant the Licensee the privilege, license and right to the contiguous grounds, walkways and parking area and office space located at 14645 Rothgeb Drive, Rockville, Maryland, 20850 and as shown

on **Exhibit A** (the "Licensed Premises"). Those spaces that are cross hatched on the Exhibit A, are exclusive of the Licensed Premises and are not licensed to Licensee under this License Agreement. The Exhibit A is attached to this License and incorporated as if fully set herein.

2. **LICENSE TERM:** The License Term shall commence on December 16, 2014, the date that the Licensee took possession of the Licensed Premises and shall run concurrently with the Contract unless sooner terminated, and will expire automatically upon the termination of the Contract. Notice of any early termination of the Contract shall be given by Licensee to County as detailed in Paragraph 3, below.

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

4. **LICENSE FEE:** In consideration of services provided by the Licensee as set forth in attached Contract, and for the rights and obligations provided for in this License, Licensee shall pay One Dollar (\$1.00) per year. All payments are to be made in advance on the first day of the Term, during each license year, and shall be payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 9464, Gaithersburg, Maryland 20898-9464.

5. **USE OF LICENSED PREMISES:** Licensee covenants and agrees that the Licensed Premises shall be used for Licensee to provide and operate a program of employment, training and supportive services for low income, multi- cultural residents located in the County at the Licensed Premises which services are further described in Contract Number 1024870, attached as Exhibit B (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating the use of the Licensed Premises therein described. Licensee shall be responsible for obtaining all

licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in the Contract.

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

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

8. ALTERATIONS AND IMPROVEMENTS:

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

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes

and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

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

10. SERVICES AND OPERATING EXPENSES:

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

- i. All repairs in the Licensed Premises or the Building costing in excess of Three Hundred Dollars (\$300.00) per repair;
- ii. Repair, replacement and preventive maintenance of HVAC, electrical and plumbing systems;
- iii. Major structural repairs;
- iv. Utilities, including electric, gas, fuel oil and water, until this license is amended for the first extension, at which time Licensee will become responsible for payment of all utilities; and
- v. Fire extinguisher service and replacements as necessary.

B. By Licensee: Licensee agrees to maintain the Licensed Premises, at Licensee's sole cost and expense, in good condition, clean, secure and ADA compliant at all times which shall include, but not be limited to the following:

- i. Licensee agrees to pay for any repair in the Licensed Premises that is less than Three Hundred Dollars (300.00), except those repairs that are the responsibility of the County as set forth in Paragraph 10(A), ii, iii, and iv above.
- ii. Maintenance and repair to the exterior of the Licensed Premises including painting, roofing and gutters, including gutter cleaning all which may be required to be in compliance with Maryland and County codes;
- iii. General maintenance, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including trimming of shrubbery and trees; snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; light bulb replacement; carpet cleaning and repair; and all maintenance that shall be required for compliance with Maryland and County codes.
- iv. Daily cleaning of the Licensed Premises to include offices, restrooms, food preparation areas if any, storage and common areas. Removal of all perishable and non-perishable trash weekly from the Licensed Premises. Recycling and pest control.
- v. Telephone, computer service and maintenance and monitoring of the stand-alone security system;
- vi. Appliance replacement when, in County's sole judgment, replacement is necessary due to abuse, misuse, or negligence on the part of Licensee, its employees, patrons or agents. All appliances shall be approved by the County prior to their installation;

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

viii. Notwithstanding the obligations of the County regarding certain maintenance, Licensee will be responsible for damage to the structure, grounds or contents of the Licensed Premises due to the willful or negligent acts of Licensee, Licensee's employees, patrons, residents, or agents. In the event of such damage, the Licensee shall immediately make the necessary repairs or replacement to the satisfaction of the County, at Licensee's sole cost and expense or the County shall make such repairs or replacements for which Licensee shall promptly reimburse the County.

A summary of such repairs shall be transmitted quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, and Attention: Director of Real Estate. In addition, on an annual basis, within 45 days prior to the end of each calendar year, the Licensee shall be required to schedule a walk-through of the Licensed Premises with the County Property Manager and the Health and Human Services Contract Manager, by contacting the Department of General Services at the address above.

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

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

i. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and fire liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

ii. Licensee agrees to obtain and maintain, during the full term of this License, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of One Million Dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

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

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

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

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of 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, to the extent that the Licensee would be covered by insurance if the Licensee complied with the requirements of this License Agreement pertaining to insurance.

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

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

agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Licensee within the Licensed Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

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

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

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

C. Licensee shall not place upon the Licensed Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by County. However, Licensee, at the Licensee's sole cost and expense, shall be required to place upon the Licensed Premises and the Building signage prohibiting smoking or vaping of any kind in and around the Building, the Licensed Premises and the contiguous grounds, walkways and parking area.

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

E. Licensee shall not have 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 demised premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

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

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

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

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

K. The Licensee must 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 their 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. The Licensee must not hold any special events, including fundraising events, at the Licensed Premises. Any exception to this provision requires approval of the Chief Administrative Office or his designee. In order to obtain an exception, Licensee must submit a written request to the Office of Real Estate, explaining all details of the event, including the projected proceeds of the event and how the proceeds will be used. The County will have thirty (30) days to respond. Any such exception will be granted or withheld at the sole and absolute discretion of the County.

15. DESTRUCTION OF LICENSED PREMISES:

A. In the event of damage to or destruction of the Licensed Premises or any part of the Licensed Premises by fire, storm, flood or other casualty which does not require the Licensee to suspend entirely its business, the County shall, as soon as practicable after said damage or destruction, repair and restore the Licensed Premises to the condition they were in

immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part of the Licensed Premises render the Licensed Premises wholly unavailable for use by the Licensee for the Permitted Use, the County shall promptly begin and diligently pursue the repairing, restoration and rebuilding of the Licensed Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as the County may determine appropriate. In the alternative, the County may terminate this License within thirty (30) days following the date of the destruction of the Licensed Premises as described above by sending a termination notice to the Licensee.

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

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

- i. Failure to perform under any term, covenant or condition of this License;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of Licensee, or for the appointment of a receiver or trustee of Licensee's property;
- iii. The making of any assignment for the benefit of Licensee's creditors;
- iv. The abandonment of the Licensed Premises by Licensee;
- v. any default or breach of the terms and conditions of the Contract which is not cured prior to the expiration of any applicable notice and cure period;

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

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

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

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

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

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the

Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). In no event shall Licensee be liable for any violations of Applicable Laws with respect to the Licensed Premises which are existing as of the Commencement Date. The County shall be required to ensure that the Building and the land upon which the Building is located are in compliance with all Applicable Laws.

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

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

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

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

Licensee:

CASA de Maryland, Inc.
8151 15th Avenue

County:

Montgomery County, Maryland
Department of General Services

Langley Park, Maryland 20783
Attn: Gustavo Torres
Executive Director

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 Gustavo Torres and the address for receipt of notices and service of process is 14004 Beechvue Lane, Silver Spring, MD 20906. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests.

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

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

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

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

31. ENTIRE AGREEMENT: This License (which contains and includes the Exhibits) is the entire agreement between the Parties, and no representations, inducements, or agreement, oral or otherwise, between the Parties not contained in this License shall be of any force or effect.

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

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

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

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

guests will be confined to the surfaced parking areas in existence as of the date of execution of this License.

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

WITNESS:

By: Julie L. White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Ramona Bell Pearson
Ramona Bell Pearson
Title: Assistant Chief Administrative
Officer

Date: 6/24/15

WITNESS:

By: _____

LICENSEE:
CASA DE MARYLAND, INC.

By: Gustavo Torres
Gustavo Torres
Title: Executive Director

Date: 6/11/15

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Alvin Nguyen

Date: 4/13/15

RECOMMENDED

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

Date: 4/10/15



MONTGOMERY COUNTY MARYLAND

PURCHASE ORDER (PO)

Isiah Leggett
County Executive

Department of General Services
Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4186

David E. Dise
DGS Director

Supplier:
Ship To:
Bill To:

| | | |
|--|---|---|
| CASA DE MARYLAND (30791) INC 8151 15TH AVE(ACH) HYATTSVILLE, MD 20783 (240) 491 5707 OFFICE | HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850 | HEALTH AND HUMAN SERVICES CONTRACT MANAGEMENT TEAM 401 HUNGERFORD DR 6TH FL Rockville, MD 20850 |
|--|---|---|

Purchase Order Information:

| MC Buyer | PO Type | PO No. | Revision No. | Revision Date | MC Revision Buyer |
|--------------------------------|--|--------------|--------------|---------------|-----------------------|
| Pota Karakaya | Purchase Order | 1031817 | 0 | | |
| MC Dept. Contact | MC Dept. Contact | Contract No. | FOB | Payment Terms | MC Customer Acct. No. |
| Requested By: Dukes, Kara I | Phone/Email: Requester info: 240-777-4453 kara.dukes@montgomerycountymd.gov | 1024870 | Destination | Net | |

This Purchase Order is not valid prior to July 1, 2013.

*

THE PO IS FOR EMPLOYMENT AND TRAINING.

*

THIS PURCHASE ORDER IS ISSUED PER THE COMPENSATION, TERMS, CONDITIONS AND SPECIFICATIONS/SCOPE OF SERVICES UNDER CONTRACT NO. 1024870.

*

QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO KARA INGRAM DUKES.

| PURCHASE ORDER 1031817 | | | | | |
|------------------------|--|----------|-----|------------|----------------|
| Line No. | Description Good/Service/Construction | Quantity | UOM | Unit Price | Extended Price |
| 1 | FY14 encumbrance new contract #1024870 with Casa de Maryland, Inc. | | | | 709,388.50 |
| Attachments: | | | | | |

| | | | | | |
|--------|--|--|--|--|------------|
| Total: | | | | | 709,388.50 |
|--------|--|--|--|--|------------|

MC Contracting Officer:

Date: 29-JUN-2013

PO 1031817

Revised:



MONTGOMERY COUNTY
MARYLAND

PURCHASE ORDER (PO)

PURCHASE ORDER TERMS AND CONDITIONS

PO 1031817

1. This purchase order is issued by: Montgomery County, Maryland, Department of General Services, Office of Procurement, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4186.
2. A separate invoice for this purchase order or for each shipment thereon must be rendered immediately following shipment. All copies of invoices and all inquiries regarding payment must be forwarded directly to the "Bill To" address. Failure to comply with this requirement will delay payment.
3. Montgomery County, Maryland is exempt from State of Maryland retail sales tax (exemption certificate number 3000123-5) and Federal Excise Tax (Federal Employer Identification Number (FEIN)(TIN) 52-6000980).
4. If applicable, this purchase order constitutes acceptance of the Contractor's proposal. The terms and conditions referenced on the front or attached, either electronically or printed copy, are hereby incorporated into and made a part of this purchase order.
5. All previous terms and conditions remain in effect unless expressly modified by this purchase order.
6. This form has been approved as to form and legality by the Office of the County Attorney and may not be modified without the prior written approval of the Office of the County Attorney.

Contract #1024870

This Contract is between Montgomery County, Maryland (the "County") and CASA de Maryland, Inc., 8151 15th Avenue, Langley Park, MD 20783 (the "Contractor").

BACKGROUND

Montgomery County's Department of Health and Human Services' (the "Department") primary responsibility is the delivery of health and human services that address the basic and critical needs of the County's most vulnerable children and adults. The Department provides core services that address basic human needs that include food, shelter, clothing and personal care. The Department's mission is aligned with the County's mission statements of providing *Healthy and Sustainable Communities* and *A Strong and Vibrant Economy and Vital Living for All of Our Residents*.

Over the past 15 years, the County has experienced significant demographic changes that impact both the type of services needed and the way services are delivered to groups. Most notably, the population is more diverse ethnically, economically and linguistically. According to the 2010 Census updates, the County's minority population is growing at a faster pace than the general population. Montgomery County's Hispanics or Latinos constitute 17% of the local population, Asians 14%, and Blacks 17.2%. In 2010, the County's total population was 971,777 which represented an 11.3% increase from 2000 to 2010.

This ethnic diversity leads to language issues which impact both residents' lives and the ability of community institutions and organizations to serve their needs. According to the 2010 American Community Survey, 30.9% of the County's population was foreign born and 37.5% speak a language other than English at home. 14.2% of the County's residents do not speak English well enough according to the 2006 American Community Survey. The ability to speak English well is one key factor in determining a person's capacity to find employment that will pay a self sufficient wage.

To address these needs in the community, the County issued Request for Proposal # 1024870, Employment and Training (the "RFP") seeking a contractor to provide employment, training and supportive services for low income, multi-cultural residents in the County.

The Contractor has been awarded this Contract as a result of the RFP.

I. SCOPE OF SERVICE

- A. The Contractor must operate a program of employment, training and supportive services for low-income, multi-cultural residents (the "participants") in County owned facilities in a central location and two satellite centers in the Upcounty* and Mid-county areas of the County. (*Montgomery County intends to build a new facility next to the new Equipment Maintenance and Operation Center north of Shady Grove Road in the near future. The scope and details of this new facility will be shared with the Contractor as the capital project develops.) The services provided by the Contractor must include the following:
1. The Contractor must design a system that will ensure effective referral of participants between the Sites to access a full range of services and trainings.
 2. The Contractor must assess each participant's skill level, utilizing County-approved tools, in order to make referrals to job training and other employment programs as appropriate. The Contractor must clearly document recommendations and outcomes in each participant's employment record.
 3. The Contractor must place participants with employers for permanent, temporary, full time and part time job openings as well as day labor work, establishing and maintaining a positive working relationship with both employers and participants to improve job retention.
 4. The Contractor must publicize program services to prospective employers to develop and expand relationships with employers regularly seeking workers from this program.
 5. The Contractor must provide employment resource information to participants to assist them in job search efforts (e.g., classified job ads, trade publications, Internet access, job line telephone numbers, employment agency names and phone numbers and Maryland Job Service information).
 6. The Contractor must develop and maintain a structured process for the orderly pick-up of program participants by the employer.

7. The Contractor must provide pre-employment/life skills training and vocational training to help participants learn how to search for jobs, obtain employment, and learn skills that will enhance their employability on an on-going basis. The Contractor must also maintain updated information on employment/life skills trainings provided by other sources in order to make referrals and provide assistance with enrollment for participants when the Contractor's on-site classes are filled.
8. The Contractor must provide English language instruction for participants by coordinating and developing classes or by enrolling participants in classes sponsored by other training groups or agencies, prioritizing participation by program participants engaged in day labor.
9. The Contractor must provide at a minimum monthly workshop seminars and/or support groups on such topics as workplace expectations, résumé writing, interview skills, job acquisition strategies, work place etiquette and communication techniques to prepare participants for entry/reentry into the work place. These workshops must be provided at a minimum of once a month.
10. The Contractor must provide workshop seminars and/or referrals to seminars related to support services to enhance personal growth and coping skills. These educational seminars should include topics such as decision making, problem solving, time management, self-esteem, personal budgeting, financial literacy, motivation, anger management, and health and wellness.

B. The Contractor must have in place adequate language assistance resources for its staff to utilize in order to assist participants. These language assistance resources can include having bilingual staff that is proficient in the predominant languages spoken in the County: English, Spanish, French and Amharic. The language assistance resources can also include use of a per diem interpreter and include the availability of a phone interpreting service.

C. The Contractor must form partnerships with and make referrals to community based organizations that provide services that support participant efforts to maintain employment. The support service should include child care, transportation, immigration, health and mental health care.

D. The Contractor must coordinate the provision of services to each participant with other agencies to whom the County or the Contractor refers the participant, or with other agencies providing services to the participant and/or family of the participant. Coordination with other services/agencies must be clearly documented in each participant's employment record based on both formal and informal assessments conducted by the Contractor.

E. The Contractor must operating a legal service program to assist workers with employment related issues, including wage disputes; advising and assisting workers in obtaining work permits; referring individuals to other resources for assistance with non-employment related legal issues.

F. The Contractor must develop a system to coordinate referrals for the different supportive services between the three sites - Central, Mid County and Upcounty.

G. The Contractor must develop and maintain a case record for each participant to document services provided and referrals made.

H. The Contractor must ensure that all staff, volunteers and subcontractors providing direct services to participants submit to and successfully pass criminal background checks before they provide direct services to participants under the Contract.

I. The Contractor is responsible for the basic management and maintenance of the County owned Facilities where the three program sites are located which includes all the structures on the property and grounds at the three sites. The Contractor, within 30 days of execution of this Contract, must sign a space license agreement with the County's Department of General Services for the use of County facilities. This space license agreement may require insurance coverage.

J. The Contractor is responsible for providing the following security services:

- ◆ Establishing a relationship with the Montgomery County Police Department in reporting incidents and follow-up on security matters.
- ◆ Documenting incidents and violations of ground rules by program participants. The contractor must not allow participants to return to the program site for grave violations for a period of 1 month to 1 year or more depending on the seriousness of the violation.
- ◆ Maintaining security awareness of employers coming to the program for services.
- ◆ Assisting the program staff with the hiring processes when requested.
- ◆ Monitoring the entire premise area and promptly reporting suspicious activity the Montgomery County Police Department.

II. QUALITY ASSURANCE

1. The Contractor must operate the program for a minimum of 40 hours per week, at each site. The Contractor must propose a schedule of operation that will cover hours from Monday to Friday including some weekend hours in order to meet the needs of the special populations seeking seasonal or permanent employment.
2. The Contractor must submit any change to the weekly schedule of operations to the County's contract monitor at least seven days prior to the proposed date of change. Any proposed changes to the schedule must be approved by the County.
3. The Contractor must post all signs regarding schedules, employment opportunities and facility information in the predominant languages spoken in the County. They will include but not limited to the following languages: English, Spanish, French and Amharic.
4. The Contractor must ensure that signage describing requirements of the federal Americans with Disabilities Act (ADA), Limited English Proficiency (LEP), Department of Health and Human Services (DHHS) Customer Rights and Responsibilities, and other statements as required by federal, State or County law or policy and as required and approved by the DHHS is posted in an accessible public place by the Contractor in each Employment Resource Center. This signage, after consultation with the County, may need to be posted in multiple languages.
5. Participate in meetings and training opportunities conducted by the County.
6. Include the following phrase on all printed materials prepared as a result of the Contract: "*Funded by the Montgomery County Department of Health and Human Services.*" All public relations materials produced by the Contractor become the property of the County upon termination of the Contract.

III. RECORDS AND REPORTS

A. The Contractor must submit a monthly statistical report on participants at each site served in the programs to the County designated program monitor by the 15th of the month following the service month. The reports must be provided in a format approved by the County.

The monthly report must contain the following data:

- The number of unduplicated individuals coming to the program looking for employment
- The number of unduplicated temporary job placements

-
- The number of unduplicated permanent job placements
- The number of full time jobs obtained through the program
- The number of participants placed in jobs with medical benefits
- The number of day labor jobs obtained through the program
- The number of new employers and repeat employers
- The number of participants who enrolled in and completed trainings
- The number of participants enrolled and completed ESOL classes
- The number of participants receiving legal assistance
- The percentage of Day Laborer participants moving into fulltime unsubsidized employment
- The number of participants still employed 3 months after placement.

The report must also include the results of the satisfaction surveys required below under "Program Outcome Measures and Instruments."

B. The Contractor must also submit a quarterly narrative report on the 15th of the month after the quarter ends, addressing the measures the Contractor is taking to increase the number of employers (both new and repeat). This should include both marketing and customer service measures targeting employers.

C. The Contractor must participate in annual data collection activities and reporting on performance outcomes for research and program evaluation purposes as required by any funding source. These actions must be consistent with customer confidentiality as regulated by all federal, state and local laws, regulations, policies and procedures.

D. The Contractor must provide an annual demographic data report on the participants served under this Contract; this report must be submitted with the year-end invoice. This report must include age, gender, countries of origins, education level, income source, family size and type, and housing status. Additionally, the Contractor must provide a year-end statistical report which addresses Contractor's success in achieving the outcomes set forth below under "Program Outcome Measures and Instruments":

IV. PROGRAM OUTCOME MEASURES AND INSTRUMENTS

A. The Contractor must develop and maintain a County-approved system of data collection and outcomes tracking to achieve the following goals:

- ♦ 60% of the participants looking for employment over the course of 1 year will be placed in day labor, part-time or full-time employment

- ◆ 20% of day laborers registering at the sites will move into fulltime unsubsidized employment
- ◆ 65% of participants placed in permanent employment will still be employed after 3 months
- ◆ 95% of participants are satisfied with the program as determined by Satisfaction Surveys

CUSTOMER SATISFACTION

B. The Contractor must conduct a customer satisfaction survey. This survey will be conducted during the month of April at the three site locations. The County will make an original copy of the survey available in English, Spanish, French and other languages of the participants as required. The program participants will voluntarily complete the survey and deposit it in a locked box provided by the County. This survey includes the following:

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 |
|---------------------------|-----------------------|----------------|--------------------|-------------------------|-----------------------------|
| Responsiveness/Timeliness | | | | | |
| Courtesy/Respect | | | | | |
| Overall Experience | | | | | |

Surveys will be collected by the County from each site at the end of one month after the locked box is dropped off. The data will be tabulated by the County and results will be shared with the Contractor.

V. COMPENSATION

- A. The Contractor's County-approved fiscal year line-item budget is incorporated herein by reference and is included as Attachment B to this Contract. Modifications to the Contractor's approved budget during the fiscal year must be justified by the proposing party and are subject to the Contract Administrator's written approval.

- B. The County will reimburse the Contractor for all actual and reasonable costs incurred in providing the goods and services described in this Contract, subject to the following limitations:
1. the maximum compensation payable by the County to the Contractor under this Contract must not exceed \$709,388.50 for the initial Contract term;
 2. no compensation will be paid for any costs that exceed the relevant line item in the Contractor's approved contractual fiscal year budget (Attachment B to this Contract) by more than 10 percent; and
 3. no compensation will be paid for any costs that exceed the Contractor's approved contractual fiscal year budget.
- C. The total maximum compensation under this Contract for all goods and services as described in this Contract, must not exceed \$709,388.50 unless modified by an executed amendment and purchase order, or change order, or superseded by another purchase order issued by the County's Office of Procurement. Any amounts to be paid to the Contractor must be established in the purchase order(s) executed by the County's Office of Procurement.

VI. INVOICES

- A. The Contractor must submit monthly invoices for program expenses to the County by the 15th day of each month for services provided in the prior month. Invoices and supporting documentation must be provided in a format approved by the County. All payments will be made on receipt of and acceptance by the County of the monthly invoice and report detailing the Contractor's activities, net 30 days.
- B. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in this Contract as long as the compensation does not exceed the Contractor's County- approved Budget and the funds appropriated by the County and encumbered in the County Purchase Order issued to the Contractor. Invoices must be sent to the Program Monitor designated by the County.

VII. TERM

The effective date of this contract begins upon signature by the Director, Department of General Services. The period in which the Contractor must perform all work under the Contract begins on the Contract's effective date and ends on June 30, 2014. Contractor must also perform all work in accordance with time periods sated in the Scope of Work. Before this term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. The Director may exercise this option to renew this term four times for up to one year each.

VIII. GENERAL CONDITIONS AND INSURANCE

The attached General Conditions of Contract Between County and Contractor ("General Conditions"). Attachment B, are incorporated into, and made part of, this Contract. The following insurance requirements supersede those outlined in Provision 21 of the General Conditions:

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

Commercial General Liability

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

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

CASA de Maryland, Inc.

Contract #1024870

Page 10

Automobile Liability Coverage

A minimum limit of liability of *three hundred thousand dollars (\$300,000)*, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

owned automobiles

hired automobiles

non-owned automobiles

Workers' Compensation/Employer's Liability

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

Bodily Injury by Accident - \$100,000 each accident

Bodily Injury by Disease - \$500,000 policy limits

Bodily Injury by Disease - \$100,000 each employee

Additional Insured

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

Policy Cancellation

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, Maryland
DHHS / CMT / Kara Ingram Dukes
401 Hungerford Drive, 6th floor
Rockville, MD 20850

CASA de Maryland, Inc.

Contract #1024870

Page 11

IX. PRIORITY OF DOCUMENTS

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURES

CASA de Maryland, Inc

By: _____

Gustavo Torres

SIGNATURE

Typed Name GUSTAVO TORRES

Title: EXECUTIVE DIRECTOR

Date: 6/21/13

Montgomery County, Maryland

By: _____

David E. Dise

David E. Dise, CPPO
Director, Department of General Services

Date: _____

6/29/13

RECOMMENDED

By: _____

Uma S. Ahluwalia

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

Date: _____

6/12/13

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

By: _____

County Attorney

Date: _____

6/13/13

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.

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 prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

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 Maryland 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. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, 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, Department of General Services. 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.

5. CHANGES

The Director, Department of General Services, 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, Department of General Services, 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, Department of General Services, 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, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (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, Department of General Services, 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, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, 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, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, 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, Department of General Services, 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 Title 14 of the Election Law, Annotated Code of Maryland.

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.
- E. 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 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. 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, Department of General Services, 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. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

TABLE A. - INSURANCE REQUIREMENTS
(See Paragraph #21 Under the General Conditions of Contract
Between County and Contractor)

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

| | <u>Up to 50</u> | <u>Up to 100</u> | <u>Up to 1,000</u> | <u>Over 1,000</u> |
|--|-----------------|------------------|--------------------|-------------------|
| Workers Compensation (for contractors with employees) | | | | |
| 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 minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors | 300 | 500 | 1,000 | See Attachment |
| 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* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000 | 250 | 500 | 1,000 | See Attachment |

Certificate Holder

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

*Professional services contracts only

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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>Over 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
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

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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. 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.

24. 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.

25. PAYMENTS

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.

26. 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.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, 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.

The Director, Department of General Services, 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.

28. 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.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence 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.

31. 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.

Attachment B

DHHS Contract Budget

| | |
|---------------------------|--|
| Vendor/Organization Name: | CASA de Maryland, Inc. |
| Address: | 8151 15th Ave. |
| City, State, Zip Code: | Langley Park, MD 20783 |
| Phone/Fax/Email: | 240-491-5773 / 301-270-8659 / aspencer@casai |
| Contract Number: | |
| Service Area: | Montgomery County |

BUDGET SUMMARY

| Category | FY14 Budget |
|--|---------------|
| A. Salary Expenses | \$ 432,936.29 |
| Fringe Benefits (26.3% of salary expenses) | \$ 113,862.25 |
| Total Personnel (Salary + Fringe) | \$ 546,798.54 |
| B. Direct (Operating) Expenses | \$ 70,017.55 |
| C. Capital Expenses | |
| Subtotal of Contract Expenses | \$ 616,816.09 |
| Indirect/Administration (15% of Subtotal of Contract Expenses) | \$ 92,522.41 |
| Total Contract Budget: | \$ 709,338.50 |

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JUN 2013
MCCAA

