

FAMILY LEAGUE OF BALTIMORE, INC.
2305 N. Charles Street, Suite 200, Baltimore, MD 21218
("FAMILY LEAGUE")

FUNDED PARTNER:

CONTRACT EXECUTION DATE:

CONTRACT TERM: July 1, 2016 – June 30, 2017

CONTRACT AMOUNT:
(Not to Exceed)

FUNDER(S):

PROGRAM:

SITES:

If Contract contains federal funds, Catalog of Federal Domestic Assistance (CFDA)#: _____

This award is subject to the Contract Terms attached hereto, as well as the statutes and regulations of the State of Maryland and, if it contains Baltimore City Funding, Baltimore City statutes and regulations.

1. USE OF ELECTRONIC RECORDS AND WEB-BASED GRANTS MANAGEMENT SYSTEM. By entering into this Contract, Funded Partner confirms that:

A. Funded Partner consents to electronic receipt of electronic record and signature disclosures and use of the FUNDINGtrack, web-based grants management system, for all disclosures, notices, agreements and reporting under this Contract the same as if it had received a paper copy of the document and signed it by hand with an ink pen; and

B. Funded Partner certifies and warrants that as the recipient of this electronic communication, Funded Partner has full authority to execute all documents, that user of Funded Partner's access to FUNDINGtrack has full authority to conduct or transact business on its behalf, that Funded Partner will safeguard this access and that Funded Partner's agent utilizing such access and Funded Partner will hold harmless and indemnify the Family League if any of these representations are incorrect; and

C. Funded Partner understands and consents to the fact that Family League shall rely upon all agreements, notices, records and reports in Funded Partner's portal in FUNDINGtrack to determine and measure all rights, obligations and compliance by Funded Partner with this Contract; and

D. Wherever this Contract refers to notice which needs to be provided to the other party, Funded Partner agrees that this shall be deemed to mean that such notice shall occur through and within Funding Partner's portal and where it shall be expressly acknowledged by both parties; and

E. Funded Partner consents to receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to Funded Partner in reference to this Contract by Family League; and

F. It is Funded Partner's responsibility to provide Family League with accurate and complete e-mail address and other contact information, to maintain any secrecy and privacy of access to information uploaded in Funded Partner's portal and to maintain and update promptly any changes in this information.

2. PERFORMANCE STANDARDS, DUTIES, AND RESPONSIBILITIES OF FUNDED PARTNER

A. Funded Partner shall provide all work described in the Scope of Work, maintained in FUNDINGtrack (the "Scope of Work"). Substandard performance as determined in the sole and reasonable discretion of Family League shall constitute non-compliance with this Contract.

B. Funded Partner shall comply with the data collection and evaluation provisions contained in this Contract, if any.

C. Funded Partner shall establish and use results-based accountability performance monitoring to assess the quality and effectiveness of services identified in the Scope of Work.

3. BASIS OF PAYMENT AND BUDGET

A. In consideration of services rendered, Family League shall pay Funded Partner on the basis of appropriate claims submitted to Family League in accordance with the budget maintained in FUNDINGtrack (the "Budget"). The Budget shall be completed by Funded Partner and approved by Family League prior to the release of any payments pursuant to this Contract. In no event shall the cumulative payments made by Family League to Funded Partner pursuant to this Contract exceed the sum set forth on the first page of this Contract (the "Contract Amount"). No funds paid pursuant to this Contract shall be used to supplant other funds.

B. In accordance with the Budget, Funded Partner may be permitted to make budget modifications of up to ten percent (10%) of any approved budget line-item, to decrease or increase said line-item (so long as any such modifications do not increase the total Contract Amount), without prior approval from Family League, provided that Family League is notified of the modification through FUNDINGtrack as soon as possible but no later than thirty (30) days prior to the expiration of this Contract.

C. All requests for budget modifications of more than ten percent (10%) of any approved budget line-item, to decrease or increase said line-item, must be submitted through FUNDINGtrack for approval. Family League shall have the sole authority to approve or deny all requests for budget modifications of any budget line item. Requests must be submitted as soon as practicable and in no event shall be later than thirty (30) days prior to the expiration of this Contract.

D. Payments pursuant to this Contract shall be made by Family League to Funded Partner in accordance with the schedule contained in **Exhibit "A"** (the "Payment Terms") attached to this Contract. Family League expressly reserves the right to alter such payments if, in its reasonable and good faith exercise of discretion, it deems such changes necessary to ensure that the terms and objectives of this Contract are being met and achieved. **Exhibit "A"** is hereby incorporated into and made part of this agreement.

E. Notwithstanding the foregoing, all payments to Funded Partner shall be conditioned upon Funded Partner's compliance with the terms and conditions contained in this Contract. Family League shall have the right to holdback and/or setoff payments to Funded Partner if Family League determines that Funded Partner has failed to meet any terms and conditions contained in this Contract and/or Funded Partner has charged for costs not included in the approved Budget.

F. Funded Partner understands that all expenditures pursuant to this Contract must be in accordance with the approved Budget. It is Funded Partner's responsibility to maintain appropriate records to insure a proper accounting of all funds and expenditures. Funded Partner shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary by Family League to ensure a proper accounting for all Funded Partner funds received. These records shall be made available for audit at all times by Family League or its designee.

G. Funded Partner must submit final invoices no later than fifteen (15) days after the expiration and/or termination of this Contract. Any invoices submitted subsequent to this date may not be honored by Family League.

H. All unused funds, including the unused portions of any advanced funds that have not been spent by the earlier of the expiration of the Contract Term or the termination of this Contract shall

be returned to Family League within fifteen (15) days of the expiration of the Contract Term or the termination of this Contract respectively.

I. Family League shall have the right to withhold the final payment of the Contract Amount until all financial, programmatic and other reports are received and accepted by Family League.

4. DATA COLLECTION AND EVALUATION

A. Funded Partner shall establish and maintain data collection practices to monitor fulfillment of participant outcome objectives, terms and conditions and all other requirements contained in the approved Scope of Work and with any program evaluation.

B. Funded Partner shall establish and use results-based accountability performance monitoring to assess the quality and effectiveness of services identified in the approved Scope of Work. The results-based performance monitoring shall, at a minimum, consist of the following:

- (i) "What and How Much Will You Do?", including the identification of program activities and the projected number of participants to be served by this Contract;
- (ii) "How Well Will You Do It?", including the identification of service quality measures; and
- (iii) "Is Anyone Better Off?", including the identification of appropriate and measurable participant outcomes and appropriate methods of measurement.
- (iv) Activities, Highlights, and Success Stories.
- (v) Staffing Changes/Vacancies.
- (vi) Training and Technical Assistance Needs

C. Funded Partner shall participate in the Enterprise Edition of ETO (Efforts to Outcomes), a web-based information system developed by Social Solutions and located at (secure.etosoftware.com) and shall enter the data required on each child/family and service data. The requirements for participation in ETO and the program data elements are detailed in **Exhibit "B"**. **Exhibit "B"** is hereby incorporated into and made part of this agreement

5. REPORTS / DELIVERABLES

Funded Partner shall submit to Family League all progress reports, expenditure reports and deliverables through FUNDINGtrack, located at <https://flb.fluxx.io>. If certain information is not available on monthly/quarterly basis, Funded Partner shall indicate so in the report.

6. PARTICIPANT SERVICE RECORDS

A. Funded Partner shall establish and maintain enrollment documentation for program participant. Participant enrollment documentation shall be retained for one (1) year (or longer as may be required by applicable law) following the Contract Term. At a minimum, this documentation should contain the following:

- (i) evidence that permission for program enrollment/participation was obtained from participant or their parent/guardian;
- (ii) evidence that participants or their parent/guardian granted consent or declined to participate regarding data collection and evaluation; and
- (iii) if consented, demographic information needed for data collection requirements.

7. MONITORING AND INSPECTION

A. The services provided by Funded Partner pursuant to this Contract may be monitored, inspected, and evaluated by Family League to determine that they are being delivered in accordance with the Scope of Work. This may occur through meetings and teleconferences and through the monitoring of Funded Partner's adherence to the terms of the Contract. Family League's failure to monitor, inspect, or evaluate according to these provisions shall not relieve Funded Partner of any of its obligations under this Contract.

B. Family League shall have the right to conduct visits (scheduled or unscheduled) during normal business hours and/or during program operation hours to any site(s) where Funded Partner performs services or maintains records related to this Contract. During the visits, Family League may observe service delivery and review records to ensure that the required documentation is located in Funded Partner's files and, where applicable, in participant records.

C. For a period of five (5) years from termination of this Contract, Funded Partner shall facilitate inspection, by representatives of Family League, or any other agency or entity designated by Family League, of any of Funded Partner's records pertaining to matters covered by this Contract. Funded Partner shall permit Family League and/or its designee to make copies or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this Contract. Funded Partner shall also grant to the State of Maryland access to all information, including client records, consistent with State and federal laws.

8. PROVISIONS FOR STAFFING AND HIRING PRACTICES

A. Funded Partner represents that it has or will secure at its own expense, all personnel required to perform the services described in this Contract. Such personnel shall not be employees of or have any contractual relationship with Family League.

B. Funded Partner agrees that Funded Partner and all other persons employed or engaged by Funded Partner in connection with any and all goods or services purchased under the terms of this Contract shall comply with the terms and conditions of this Contract.

C. Prior to performing work under this Contract, Funded Partner and its subcontractors shall complete national criminal history records checks for individuals in accordance with state law, including Family Law Article, Title 5, Subtitle 5, Annotated Code of Maryland and COMAR 12.15.02. Officially-approved copies of such background investigations shall be maintained by Funded Partner and its subcontractors. Funded Partner and its subcontractors shall develop and comply with policies and procedures developed to respond to situations in which a criminal background check discloses criminal

activity. In any case where a criminal record is reported, Funded Partner and its subcontractors shall take immediate and appropriate action to protect the safety and welfare of any and all children having contact with that employee or volunteer. Funded Partner shall assure that all agencies or subcontractors with which it contracts to provide services to youth under this Contract abide by the same policies concerning criminal background investigations of employees. To the extent allowed by law, Funded Partner shall indemnify and hold harmless Family League for any breach of this Section.

Funded Partner shall maintain data, including the names of each individual (staff members, volunteers and subcontractor employees) and completion dates of criminal records history checks, within the Staffing and Criminal Background Check Report in FUNDINGtrack.

D. Funded Partner affirms that it shall not discriminate in any manner against any person on the basis of race, color, religion, national origin, ancestry, sex, physical or mental disability, age, sexual orientation or any other legally protected characteristic in any area affecting employment or the delivery of services under this Contract. At all times, Funded Partner shall comply with all applicable laws and regulations with regard to employing the most-qualified person(s) for positions identified and/or created under this Contract.

E. Funded Partner shall maintain a drug-free work environment.

F. Funded Partner shall cooperate fully with all training and staff development activities as required by Family League.

9. ACCOUNTING SYSTEM

A. Funded Partner shall establish and maintain an accounting system to identify and support all expenditures billed to Family League under this Contract. This shall include a system to identify, review, and approve the accuracy of third-party services billed directly to Funded Partner by the third party. The accounting system shall be in accordance with generally accepted accounting practices.

B. The accounting system shall record all income and expenses for Funded Partner's total program. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursement journal, and general ledger.

C. If Funded Partner provides services to more than one local management board ("LMB"), Funded Partner shall report to Family League the amount of Children's Cabinet funding received from each LMB, including a description of the services provided to each LMB. Funded Partner shall provide such reports as soon as Funded Partner becomes aware of such information and shall modify/update such reports as necessary.

10. AUDIT REQUIREMENTS

A. Funded Partner shall have a financial audit completed by an independent Certified Public Accountant, as selected by Funded Partner. The audit shall be completed annually and a copy

shall be provided to Family League within ninety (90) days of completion of the audit. The audit shall be performed at the expense of Funded Partner.

B. Funded Partner must ensure the audit is provided in accordance with generally accepted auditing practices ("GAAP"). An independent auditor licensed and registered in the State of Maryland must perform the audit. Where applicable the audit shall be in compliance with the U.S. Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," and such audits shall be accepted even when not required.

C. If monies received by Funded Partner during the same fiscal year exceed \$300,000 in Children's Cabinet funds, the audit submitted shall contain a separate schedule of revenues and expenses for the Children's Cabinet funds.

D. If Funded Partner provides services to any other LMB, the audit submitted shall contain a separate statement of income and expenses and a separate schedule for this Contract.

E. If Funded Partner is an instrumentality of local government and is included in the Comprehensive Annual Financial Report for the county, a supplemental schedule or a Program Disbursement Journal report shall also be submitted.

F. The audit submitted shall report on compliance and internal control over financial reporting based on an audit of financial statements performed in accordance with GAAP.

- G. The audit submitted shall include a schedule of findings and questioned costs to include:
- (i) Summary of auditor's results on financial statements;
 - (ii) Findings related to the financial statements of the agency or of the program which are required to be reported in accordance with GAAP;
 - (iii) Doubt, if any, on the part of the auditors as to the auditee's ability to continue as a going concern; and
 - (iv) Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

H. A copy of any Management Letter or other document issued in conjunction with the audit shall be provided to Family League. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

I. Funded Partner shall provide a report on the status of action(s) taken in response to prior audit findings and recommendations.

J. Family League shall adjust future payments or final payment if the findings of an audit indicate over or under payment to Funded Partner in the period prior to the audit. If no payments are owed to Funded Partner, Funded Partner shall immediately refund any and all over-payments to Family League.

11. RECORD RETENTION

A. Except as provided in Section 6 of this Contract with respect to participant service records, Funded Partner shall retain all books, records or other documents relevant to this Contract for five (5) years after receipt of final payment pursuant to this Contract or longer as may be required by applicable law after final payment for the service period, at its cost, and Federal auditors and any persons duly authorized by Family League shall have full access to, and the right to examine and audit any of said material during said period and upon reasonable request.

B. If this Contract is for services, and Funded Partner is no longer a provider of services for Family League, at Family League's request, all individual participant records shall be returned to Family League. Otherwise, records shall be maintained by Funded Partner as directed herein.

C. If an audit is initiated prior to the expiration of the five-year period or such later period as may be required by applicable law, and extends past that period, all documents shall be maintained until the audit is completed.

D. If Funded Partner determines that it will no longer operate as a business in the State of Maryland within the five-year period after receipt of final payment pursuant to this Contract or such later period as may be required by applicable law or this Contract, it shall notify Family League of such decision at least ninety (90) days prior to discontinuing its operation in the State of Maryland. At Family League's request, Funded Partner shall provide any and all books, records or other documents relevant to this Contract to Family League. Otherwise, records shall be maintained by Funded Partner, its successors and assigns.

12. INVENTORY

A. During the Contract Term, Funded Partner shall have the non-exclusive right to use all equipment/assets purchased with funding stemming from this Contract. Funded Partner must maintain a list of all equipment/assets purchased with funding stemming from this Contract. Funded Partner shall provide an equipment/assets inventory form to Family League within ninety (90) days of the start of the Contract and shall provide subsequent updates as necessary throughout the Contract. Upon termination of this Contract, for any reason, ownership or title in such equipment/assets shall immediately revert to Family League or Family League's agents or designees. Funded Partner shall not dispose of any equipment/assets purchased with funding stemming from this Contract without the prior written approval of Family League. Equipment/assets purchased with State of Maryland funding shall be the exclusive property of the State of Maryland and shall revert to the State of Maryland.

B. Notwithstanding the foregoing, Family League shall have the right to reclaim any equipment/assets purchased with funding stemming from this Contract at any time. Upon receipt of a notice of reclamation from Family League, Funded Partner shall cooperate with Family League in making arrangements to deliver the equipment/assets subject to the reclamation to Family League or Family League's designee within fifteen (15) days of the date of the notice of reclamation. Family League shall pay all reasonable, previously approved costs associated with the delivery of the equipment/assets to Family League or its designee.

13. INDEMNIFICATION AND INSURANCE

A. The parties to this Contract shall agree that each party is and shall be solely responsible for its own negligence, acts or omissions. Funded Partner shall indemnify and hold harmless Family League, its employees, officers, agents, servants, contractors, funders and volunteers against any claims, liabilities, or expenses (including attorneys' fees) arising out of any act or omission of Funded Partner, its employees, officers, agents, servants, contractors, or volunteers while providing services or goods pursuant to this Contract or in any way related to this Contract. Notwithstanding the foregoing, if Funded Partner is a state or a local government entity, Funded Partner shall indemnify, defend, and hold harmless Family League, its employees, agents, funders and volunteers from any and all claims, demands, suits, and actions, including attorney's fees and court costs, connected therewith, brought against Family League, its employees, agents, funders and volunteers, arising out of any act or omission of Funded Partner, its officials, employees, agents, servants, contractors, or volunteers while providing goods or services pursuant to this Contract or in any way related to this Contract, to the extent allowable under the Maryland Tort Claims Act, Annotated Code of Maryland, State Government § 12-101 *et seq.*, or under the Local Government Tort Claims Act, Annotated Code of Maryland, Courts and Judicial Proceedings § 5-301 *et seq.*, as applicable.

B. Unless otherwise self-insured as a government entity, Funded Partner agrees:

(i) to maintain during the Contract Term and any extension thereof commercial general liability insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence, per person for claims arising out of bodily injuries or death, and property damages. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. The policy shall include broad form property damage if Funded Partner uses any City of Baltimore owned facility (or facilities). Such insurance shall include (a) contractual liability insurance and (b) sexual and/or physical abuse liability coverages.

(ii) to maintain during the Contract Term and any extension thereof professional liability insurance, errors and omissions insurance, with annual aggregate limits of no less than One Million Dollars (\$1,000,000.00) pertaining to services rendered by professionals on behalf of Funded Partner. If coverage is purchased on a "claims made" basis, Funded Partner warrants that it will purchase continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of this Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form. Said policy shall be for services performed, pursuant to this Contract, either directly or indirectly, which involve or require professional services. "Professional Services" for purposes of this Contract shall mean any services provided by a licensed professional.

(iii) to maintain during the Contract Term and any extension thereof business automobile insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injury or death and property damages. The insurance shall apply to any own, non-owned, leased, or hired automobiles used in the performance of this Contract.

(iv) to maintain during the Contract Term and any extension thereof worker's compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or other states' laws.

(v) to ensure that Family League, its elected/appointed officials, employees, funders and agents shall be covered, by endorsement, as additional insureds with respect to liability arising out of activities performed by or on behalf of Funded Partner in connection with this Contract.

(vi) to ensure Funded Partner's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to limits of the insurer's liability.

(vii) to the extent of Funded Partner's negligence, Funded Partner's insurance coverage shall be the primary insurance as respects Family League, its elected/appointed officials, employees, funders and agents from any liability arising out of Funded Partner's performance of services hereunder. Any insurance maintained by Family League, its elected/appointed officials, employees, funders or agents shall not contribute with Funded Partner's insurance or benefit Funded Partner in any way.

(viii) to ensure insurance is placed within insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and must be licensed/approved to do business in the State of Maryland.

(ix) to ensure coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior notice has been given to Family League. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

(x) to furnish Family League a "Certificate of Insurance", with a copy of the additional insured endorsement as verification that coverage is in force upon execution of this Contract. Family League reserves the right to require complete copies of insurance policies at any time.

(xi) to ensure all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

(xii) to secure, at its sole expense, a fidelity bond to insure Family League against any and all loss of funds provided hereunder due to misuse, mismanagement and/or theft of such funds by the Funded Partner, its officers, employees, agents or assigns. The amount of this bond shall be thirty-three (33) percent of the dollar value of the award stated in this Contract.

C. Failure to obtain insurance coverage as required shall constitute a default under this Contract or failure to furnish Certificate(s) of Insurance as required may render this Contract null and void in the sole discretion of Family League; provided however, that no act or omission of Family League shall in any way limit, modify or affect the obligations of Funded Partner under any provision of this Contract. To the extent Funded Partner is self-insured as a government entity, Funded Partner shall be deemed to be in compliance with the insurance requirements contained in this Contract if Funded Partner's certificate of self-insurance provides for the above-referenced coverage in accordance with

the terms and conditions contained in this Contract and if Funded Partner provides the self-insurance certificate to Family League upon execution of this Contract.

14. CONTINGENT FEE PROHIBITION

Funded Partner warrants that it has not employed or retained for a fee or other consideration any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Funded Partner, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any other consideration contingent on the making of this Contract.

15. ASSIGNMENT AND SUBCONTRACTING

A. Funded Partner shall not assign Subcontract and/or delegate any duties under this Contract without the prior written permission of Family League. Family League reserves the right to withhold its consent regarding any assignment of this Contract. Following a permitted assignment of this Contract by Funded Partner, Funded Partner shall not be relieved of its obligations under this Contract. This Contract shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Contract. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation of Family League in addition to the total agreed price of the services of Funded Partner.

B. Except for those subcontracts set forth in the Budget, Funded Partner shall not enter into any subcontract for any of the work indicated under this Contract without the prior approval from Family League noted in FUNDINGtrack. Approval by Family League shall not relieve Funded Partner of any of its obligations under this Contract. Funded Partner shall be solely responsible to ensure that each of its subcontractors fully complies with all provisions of this Contract.

16. CONFIDENTIALITY OF INFORMATION

A. Funded Partner hereby acknowledges that Funded Partner may be asked to collect information from participants (if this Contract is for services) that is considered confidential under federal, state, or local laws. Funded Partner hereby agrees to comply with all federal, state, and/or local laws regarding safeguarding the confidentiality of such information, and to provide an appropriate Notice of Information Practices to all participants, or, if the participant is a minor, to the participant's parent or legal guardian, informing them of the collection of certain demographic and other data, as identified in this Contract. Furthermore, the data will be kept in either an electronic database or in hard copy program files, and that the data collected may be used to monitor the contractual obligations of Funded Partner and to evaluate any system of care or initiative of The Family League.

B. Any information collected from the participants, or records regarding services performed under this Contract, shall be confidential and shall not be disclosed to any third party without prior written consent of the program participants, or if a minor, the youth's primary caregiver, or pursuant to a valid court order. Funded Partner shall cooperate in the collection of any written consent that Family League may request with regards to the release of information, except that no participant may be compelled to consent to the release of confidential information, nor have services contracted for under this Contract denied due to their unwillingness to consent to their release.

C. Funded Partner acknowledges its duty to review and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320d *et seq.* and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164 as amended from time to time. Funded Partner agrees to execute any documents as may be requested by The Family League to ensure compliance with HIPAA. Funded Partner also agrees to comply, where applicable, with the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Health-General § 4-301 *et seq.* This obligation includes, but it is not limited to, adhering to the privacy and security requirements entailed for Protected Health Information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.

D. "Protected Health Information" is as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501. Protected Health Information includes information that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, or to the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

17. OWNERSHIP OF WORK PRODUCT

Any reports, data, studies or other materials in any form, generated or arising from the use of State of Maryland funds shall be the sole and exclusive property of the State of Maryland. Any reports, data, studies or other materials in any form, generated or arising from the other funder's funds shall be the sole and exclusive property of such funder. Family League and Funded Partner are granted a non-exclusive license, without cost or fee, to use such materials. Funded Partner shall not assign or transfer its license. Federal, state or local laws or regulations regarding confidentiality, use or release of intellectual property shall take precedence.

18. ACKNOWLEDGEMENT

When issuing statements, press releases, or any publications with regard to this Contract or any services or funding information pursuant to this Contract, Funded Partner shall obtain the prior consent of Family League noted in and through FUNDINGtrack. Additionally, Funded Partner shall acknowledge the support of any funder in any such statements, press releases or publications as may be required by Family League.

19. PROFESSIONALS

In the event the services to be provided by Funded Partner must by law be provided by individuals who are licensed and/or certified, Funded Partner shall only assign individuals to provide services under the Contract who are licensed and/or certified in accordance with the law. Additionally, Funded Partner shall only assign individuals who have been credentialed by Funded Partner to provide the specific professional services required by this Contract. All such individuals assigned by Funded Partner to provide services shall maintain their license and/or certification in good standing (not under

review or subject to suspension, credentials current) during the entire Contract Term and any extensions thereof. Funded Partner shall, prior to providing services, submit documentation to Family League that the individuals assigned to provide services are properly credentialed and are licensed and/or certified.

20. LOBBYING

Funded Partner and its partners shall not use funds paid under this Contract for any of the following purposes:

A. To carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code);

B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code);

C. To make any grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the United States Internal Revenue Code;

D. To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the United States Internal Revenue Code; or

E. To make a grant to any individual or organization without advance approval in writing signed by the parties to this Contract.

21. ANTI-TERRORISM

Funded Partner shall use all funds paid under this Contract in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

22. DISPUTES

Funded Partner shall provide notice to Family League of any intent to pursue a claim against Family League for breach of any of the terms of this Contract. Such notice shall set forth the reason for the claim and the pertinent Contract provision and shall be submitted through the Funded Partner portal within FUNDINGtrack. Funded Partner may not commence a lawsuit for breach of this Contract prior to the expiration of forty-five (45) days from the date of such notice. Within this forty-five-day period, Funded Partner, at the request of Family League, shall meet with Family League's designated representative for the purpose of attempting resolution of the dispute. Both parties agree to make good faith efforts to mend any alleged breach of this Contract.

In the event that the parties are unable to resolve any dispute in this timeframe and procedure, both parties agree that any and all disputes shall be exclusively commenced, prosecuted and defended in the State or Federal courts of the State of Maryland, Baltimore City. Both parties affirm and consent to the exclusive jurisdiction of these courts with respect to such litigation. THE PARTIES ALSO WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO OR ARISING FROM THIS CONTRACT. The

laws of the state of Maryland shall govern the validity of this Contract, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

23. NOTICE OF AND COOPERATION IN LITIGATION

Funded Partner shall immediately give notice to Family League of any claim, suit, or action made or filed against Funded Partner regarding any matter resulting from or relating to the obligations under this Contract, and will cooperate, assist and consult with Family League in defense or investigation of any claim, suit, or action made or filed against Family League or any of the funding sources as a result of or relating to the obligations of Funded Partner under this Contract. Such notice shall be submitted through the Funded Partner portal of FUNDINGtrack.

24. FEES AND OTHER SOURCES OF FUNDING

Funded Partner shall neither seek nor obtain funding through fees or charges to anyone receiving services for which Family League provides payment to Funded Partner pursuant to this Contract. Funded Partner guarantees that any expenditures for which it seeks reimbursement or payment under this Contract shall not be funded by any source other than Family League under the terms of this Contract. If funding is received through any other source, Funded Partner shall provide notice to Family League of such duplicate funding and shall delete the identified amounts from future Funded Partner billings and shall immediately refund to Family League the total amount of such duplicate funding. Such notice shall be submitted through the Funded Partner portal of FUNDINGtrack.

25. COMPLIANCE WITH LAWS

Funded Partner hereby represents and warrants that:

- A. It is duly authorized to conduct business in the State of Maryland, is in good standing and it will take such action as may be necessary to remain so qualified and in good standing;
- B. It is not in arrears with respect to the payment of any monies due and owing to any local government, the State of Maryland, the United States of America, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and it will not become so in arrears during the term of this Contract;
- C. It will comply with all Federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
- D. It will procure, at its expense and prior to the commencement of this Contract, all licenses, permits, insurance, and governmental approval, if any, necessary to the performance of its obligations under this Contract; and
- E. Unless Funded Partner is a government entity, it will provide a Certificate of Good Standing from Maryland State Department of Assessments and Taxation upon execution of this Contract.

26. CONFLICTS OF INTEREST

A. No member, official, representative, or employee of Family League shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, representative or employee participate in any decision relating to this Contract which affects his/her personal interests or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested.

B. By executing this Contract, Funded Partner asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Contract. Funded Partner agrees to refrain from entering into all such practices or agreements during the term of this Contract (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest.

C. Funded Partner asserts that it has fully disclosed to Family League any and all practices and/or agreements of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of this Contract and will continue to do so during the term of this Contract and any extension thereto.

27. UNFAIR LABOR PRACTICES

Notwithstanding any other provisions in this Contract, Funded Partner shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable), which states as follows:

A. Contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.

B. Contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.

C. If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in the Resolution said contractor or subcontractor will be disqualified from bidding on Baltimore City contracts, and if they are currently completing contracts, they will be found in default of their contracts.

28. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder Funded Partner is an independent contractor and not an employee of Family League. No statement contained in this Contract shall be construed so as to find Funded Partner and its employees to be employees of Family League, and they shall be entitled to none of the rights, privileges, or benefits of employees of Family League whatsoever, including, but not limited to, worker's compensation, health/welfare benefits, paid holidays, death benefits, vacation leave, personal and sick leave benefits, compensatory time accumulation and leave, and retirement benefits. Funded Partner shall be solely responsible to pay all payroll taxes for its employees.

29. TERMINATION

A. If Funded Partner fails to fulfill its obligations under this Contract properly and on time, or otherwise materially violates any material provision of this Contract, Family League may immediately terminate this Contract.

B. This Contract may be terminated by Funded Partner upon ninety (90) days' notification to Family League submitted through the Funded Partner portal of FUNDINGtrack. Funded Partner shall cooperate with Family League to achieve an orderly transfer of participants and case files to another service provider selected by Family League.

C. This Contract may be terminated by Family League in whole or in part upon notice to Funded Partner by Family League submitted through the Funded Partner portal of FUNDINGtrack, whenever Family League shall determine that such termination is in the best interest of the State of Maryland, a funding source or Family League. Provided Funded Partner is not in default of this Contract, Family League shall pay all reasonable costs associated with this Contract that Funded Partner has incurred up to the date of termination. The liability of the Family League for any claims, liabilities, actions or damages arising out of or relating to this Contract, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount of out-of-pocket costs incurred by Funded Partner under this Contract which are not otherwise reimbursed either directly or indirectly. In no event shall Family League be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Contract, regardless of the legal theory under which such damages are sought, and even if Family League has been advised of the possibility of such damages or loss.

30. BALTIMORE'S LOCAL HIRING LAW

A. Baltimore City's Local Hiring Law, Baltimore City Code ART. 5, § 27-1, as amended, is incorporated by reference herein and made a part hereof. Funded Partner shall comply with all of the requirements contained in the law which includes but is not limited to immediately completing the Mayor's Office of Employment Development (MOED) Local Hiring Employment Analysis for Funded Partner and any subcontractor, agreeing to post new positions through MOED for a period of seven (7) days prior to publicly advertising the openings, and submitting monthly employment reports to Family League by the third business day of the month for the preceding month.

B. At Family League's sole discretion, Funded Partner will not receive its first payment under the Contract unless and until the employment analysis required by the Local Hiring Law has been performed. The submission of the Employment Reports as required shall be a condition precedent to the release of final payment or any and all retainage held pursuant to the Contract.

31. RENEWABILITY

This Contract is renewable upon notice of intent to consider renewal by Family League to Funded Partner within ninety (90) days prior to the termination date of this Contract. Any renewal of this Contract shall be contingent upon the availability of funding for this Contract, the continued need

for services pursuant to this Contract, Funded Partner's performance (to the satisfaction of Family League), and any other terms and/or conditions Family League may impose on Funded Partner.

32. ADDITIONAL CONDITIONS

A. Modifications and Amendments

Any and all requests by Funded Partner for modifications of any term of this Contract, including but not limited to modification of the services and/or goods identified under this Contract, shall be submitted by Funded Partner and shall be subject to approval by Family League. Such requests shall be submitted through the Funded Partner portal of FUNDINGtrack. Modifications shall be signed by designated representatives of each party before becoming effective amendments to this Contract.

B. Material Breach

In providing any and all goods or services pursuant to this Contract, Funded Partner shall abide by all policies, statutes, ordinances, rules and regulations pertaining to or regulating the provision of such goods or services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Contract and shall entitle Family League to terminate this Contract immediately or to place any further and reasonable conditions on the continuation of this Contract.

C. Delays and Extensions of Time

Funded Partner shall perform this Contract continuously and with due diligence. Funded Partner shall make no charges or claims for damages for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable circumstances beyond the control and without the fault or negligence of Funded Partner. Request for time extensions shall be in writing detailing the reason(s) for the extensions. The granting of time extensions shall be made solely at the reasonable discretion of Family League.

D. Minority and Women Business Enterprises

If applicable, the requirements of Baltimore City Code (2000 Edition), Article 5, Subtitle 28, as amended, are incorporated by reference in this Contract. If applicable, the failure of Funded Partner to comply with these requirements shall constitute material breach of this Contract.

E. Persons Bound

This Contract shall be binding upon the parties hereto, their successor, employees, and assignees.

F. Administration

All Funded Partner questions relating to the administration and performance of this Contract shall be referred to the President and CEO of Family League, or the President and CEO's designee, for

determination. The Local Management Board Policy and Procedures Manual issued by the Governor's Office for Children (the "Manual") and Family League's Community Partnership Agreement with the State of Maryland shall be incorporated into this Contract by reference and are binding on all parties hereto. A copy of the Manual may be obtained on the Internet at www.goc.maryland.gov. In the event of conflict between this Contract and the Manual or Family League's Community Partnership Agreement with the State of Maryland, the Manual and Family League's Community Partnership Agreement with the State of Maryland shall govern.

G. Integrated Documents Provision

This Contract contains all of the agreements, understandings, representations, warrants and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any prior representations made and not incorporated herein, and all modifications and amendments made hereto must be reflected in Funded Partner's portal in FUNDINGtrack.

H Counterparts

To facilitate execution, this Contract may be executed in as many counterparts as may be required, and each such counterpart shall be deemed to be an original. It shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

I. Interpretation/Severability

In the event of any question regarding the meaning of any of the provisions of this Contract, the interpretation placed thereon by Family League shall be final and binding on the parties hereto, provided that any such interpretation shall not be unreasonable.

If any portion of this Contract shall be held invalid and unlawful for any reason, the same shall be deemed severed from the remainder hereof, and stricken therefrom, and it shall in no way effect or impair the validity of the remainder of this Contract.

J. Gender and Headings

Words of gender used in this Contract may be construed to include any gender; words in the singular may include the plural, and vice versa. Any headings of the sections in this Contract are inserted for convenience and reference only.

K. Legal Authority

The signatory for Funded Partner below certifies and warrants that Funded Partner's name in this Contract is the full legal name as designated in its corporate charter, that he/she is empowered to act and contract for Funded Partner, and this Contract is duly authorized by Funded Partner.

L. No Waiver

Failure of Family League to insist on strict compliance or prompt performance of any of the terms of this Contract shall not constitute or be construed as a waiver or relinquishment of any right by Family League to enforce all terms strictly in the event of continuous or subsequent default.

M. **Additional Funder's Conditions**

Funded Partner agrees to comply with any additional terms and conditions as may be imposed by the funder(s) of this Contract but only upon receipt of written notification of such additional conditions. If Funded Partner does not agree to the additional terms and conditions, Funded Partner may terminate this Contract as described in Section 29.

N. **Certification of Community Non-Residential Services**

When applicable, Funded Partner agrees to comply with COMAR 16.17.05, Certification of Community Non-Residential services.

O. **Valid License**

Employees of Funded Partner who transport youth or their families for any services related to this Contract shall possess a valid driver's license and shall be covered by appropriate automobile insurance.

P. **Appeal and Grievance Procedures**

Funded Partner shall establish and implement a grievance policy and procedure approved the Family League whereby any participant or parent of a participant have an opportunity to present grievances regarding services provided under this Contract. Family League shall be notified by Funded Partner of all grievances as they occur.

Q. **Special Conditions**

In addition to the terms and conditions contained in this Contract, Vendor agrees to comply with the following conditions. In the event of conflict between this Contract and the Conditions, the Conditions listed below shall govern.

FAMILY LEAGUE OF BALTIMORE, INC.

Jonathon Rondeau, President & CEO

Date: _____

Date: _____

DRAFT