

LICENSE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
SHEPHERD'S TABLE, INC.

DATE: 6/19/2018

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 19 day of June, 2017[§], by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and SHEPHERD'S TABLE, INC. ("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 8106 Georgia Ave Silver Spring, MD 20910 (the "Building"), and

WHEREAS, the County entered into Contract #1076645 (the "Contract") with Licensee to provide meals, outreach, and supportive services to homeless persons and to end chronic homelessness for persons that lost permanent housing and provide other assigned duties; and

WHEREAS, the Licensee must develop and provide a social services program to screen homeless and other individuals ("Clients") that lost their permanent housing in Montgomery County; and

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

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:

A. Description of Licensed Premises: The County does hereby grant the Licensee the privilege, license and right to the Building's first (1st) floor, Room 242 ("Eye Clinic"), and Rooms 303, 304, 314, 315, 317, 318, 319, 321, 322, 323, 324, 325,

326, 331 ("Corridor") and 334 located in the Building (the "Licensed Premises") as shown on **Exhibit A** attached hereto and incorporated herein. Licensee's use of the Licensed Premises is for the exclusive purpose of Licensee providing meals, outreach, and supportive services to homeless persons and to ending chronic homelessness for persons that lost permanent housing and for providing other assigned duties as more fully described in the Contract attached as **Exhibit B** and incorporated as if fully set forth herein.

B. Shared Responsibility: Licensee acknowledges that in addition to providing the services for the Licensed Premises specified in Section 10(B) below, that it has a shared responsibility, together with Interfaith Works, Inc., another licensee in the Building, for providing said services for the following rooms licensed to Interfaith Works, Inc.: Room 128 ("Reception"), room 316 ("IT Closet"), room 124 ("Telecom Room"). Rooms and/or areas 204 ("Case Management Waiting Area"), Elevators 1 & 2 (provide janitorial services), 306, 307, and 311. Licensee shall, at its own cost and expense, coordinate with Interfaith Works, Inc. all responsibilities for maintaining, utilizing, and occupying the shared rooms.

2. LICENSE TERM: The License Term shall commence on July 1, 2017 and shall run concurrently with the Contract, and will expire automatically upon the termination of the Contract which is June 30, 2018, unless either this License or the Contract are terminated sooner. If the Contract for services is extended, the License Term will be extended accordingly. The initial term and any extension thereof are hereafter referred to collectively as the "License Term."

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

4. LICENSE FEE: In consideration of services provided by the Licensee as set forth in attached Contract, and for the rights and obligations provided for in this License,

Licensee shall pay to the County One Dollar (\$1.00) per year. Licensee shall make all payments in advance on the first day of the License Term during each license year, payable by check to: Montgomery County, Maryland, Department of General Services, Office of Real Estate, P. O. Box 829464, Philadelphia, PA 19182-9464.

5. USE OF LICENSED PREMISES: Licensee covenants and agrees that it shall use the Licensed Premises, exclusively, to provide meals, outreach, and supportive services to homeless persons and to end chronic homelessness for persons that lost permanent housing and to provide other assigned duties at the Licensed Premises which services are further described in the Contract, attached as Exhibit B (the "Permitted Use"). Licensee agrees to ensure compliance with all licensing and operational requirements regulating its use of the Licensed Premises. Licensee shall be responsible for obtaining all licenses and certifications required by State, Federal, and County law to operate the program as defined in the Contract. Failure to obtain and maintain any certifications and licenses required under State, Federal, or Local law to operate the program as defined in the Contract will constitute a breach of this License. Licensee will use and occupy the Licensed Premises during the License Term for no purpose other than the use as specified in this License and 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, it will return the Licensed Premises to the County in the same condition as when Licensee accepted the Licensed Premises, with reasonable wear and tear and damage due to casualty excepted.

8. ALTERATIONS AND IMPROVEMENTS:

A. Licensee shall not undertake any alterations, changes or improvements to the Licensed Premises without the prior written consent of the County. Once the County grants such consent, Licensee shall be responsible for the acquisition of

any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this License.

B. The County's Approval and Inspection: In order to secure the County's approval of any structural alterations or improvements, Licensee shall submit to the County plans and specifications clearly setting forth the work to be performed. The County shall respond in writing within forty-five (45) days from receipt of plans and specifications. The County shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to the County, Licensee shall undertake any necessary corrections, at Licensee's risk and expense.

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

10. SERVICES AND OPERATING EXPENSES:

A. By County: Subject to and contingent upon annual appropriation by the County Council, and except for work necessitated by reason of Licensee's negligent or wrongful act, the County agrees to provide within the Licensed Premises, at the County's sole cost and expense, the services listed below. All such services shall be provided and performed at the same level and manner as provided and performed for all similar Montgomery County serviced properties.

- i. Maintenance of the fire alarm systems.
- ii. Repair, replacement and preventive maintenance of mechanical (including the elevators), HVAC, electrical and plumbing systems.
- iii. Major structural repairs.
- iv. Maintenance and repair to the exterior of the Building envelope components including painting, roofing, waterproofing, and gutters, including gutter cleaning.
- v. General maintenance, if not provided by the County, including but not limited to interior and exterior window cleaning, lawn maintenance including grass mowing; general grounds keeping including weeding, mulching, trimming of shrubbery and trees, snow and ice removal from sidewalks and parking lots adjacent to the Licensed Premises, from parking areas and driveway; repair and/or replacement of VCT; light bulb replacement; and maintenance required for code compliance.
- vi. Utilities, including electric, gas, fuel oil and water.
- vii. Trash removal, recycling and pest control (excluding bed bug control).
- viii. Fire extinguisher service, inspections, and replacements as necessary.
- ix. Exterior painting as needed or as required by the County. Specifications of type of paint and colors shall be provided by the County. The County, at its own cost and expense, shall use its own contractor to complete the painting.

- x. The County shall maintain, repair, and replace the CCTV and security systems servicing the Building.

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

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

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

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, Attention: Director of Real Estate.

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

12. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Insurance Requirements:

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

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

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

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

B. Additional Insured: The Licensee's Liability Policies must list Montgomery County, Maryland as an additional insured and all insurance policies obtained by the Licensee as required by this License Agreement must provide that the Licensee will give the County written notice of amendment, cancellation, termination or non-renewal, no

later than forty-five (45) days prior to amendment, cancellation, termination or non-renewal. The Licensee must provide on an annual basis evidence that is satisfactory to the County of the insurance coverages required under this License Agreement and if requested copies of policies.

C. Certificate of Insurance: The Licensee must, within forty-five (45) days from execution of this License Agreement, deliver to the County a certificate(s) of insurance and copy of policies evidencing the coverages required under this License Agreement. The certificates must be issued to: Montgomery County, Maryland, Department of 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, at the Licensee's sole cost and expense, the Licensee shall be required to place upon the Licensed Premises signage prohibiting smoking or vaping of any kind in and around the Licensed Premises.

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

E. Licensee shall not have animals in or about the Licensed Premises. This provision does not limit Licensee or Licensee's clients' rights to have bona fide service animals on the Licensed Premises. Licensee is solely responsible for the proper care of service animals in the Licensed Premises and in keeping the Licensed Premises clean and free of debris and waste associated with the care and feeding of service animals.

F. Licensee, upon receipt of the same in writing shall comply with all reasonable rules and regulations with regard to the use of the Licensed Premises that may be from time to time promulgated by County, and any violation of said rules and regulations upon the expiration of any applicable notice and cure period shall be deemed to constitute a violation of this License. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the Licensed Premises as set forth in this License. County shall not discriminate against Licensee in the enforcement of any rule or regulation. If there shall be a conflict between this License and rules and regulations, the terms of this License shall govern.

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

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

I. Licensee shall inform all occupants of the Licensed Premises as to the safe and proper operation of all appliances and equipment in the Licensed Premises.

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

K. The Licensee must not strip, overload, damage, or deface the Licensed Premises or any part of the premises of which the Licensed Premises are a part, including, but not limited to, hallways, stairways, or elevators.

L. The Licensee must not permit any trade or occupation to be carried on or use made of the Licensed Premises outside the scope of this License and the Contract. Further the Licensee agrees to and must obey any and all federal, state, county and local laws and regulations relating to its operation of business on and in the Licensed Premises and premises of which the Licensed Premises are a part.

M. The Licensee must not move any furniture or equipment which is the property of the County into or out of the Licensed Premises without the County's prior written consent.

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

17. ACCESS: Licensee shall allow County and County's employees or agents access to the Licensed Premises at all times for the purpose of inspection, or for the purpose of performing any work or services required to be performed by County under this License, or which County considers necessary or desirable, or for any other purpose which the County considers necessary or desirable.

18. SURRENDER OF POSSESSION: Licensee covenants and agrees that, at the expiration or other termination of this License, it shall remove all goods and effects from the Licensed Premises not the property of County, and return to County the Licensed Premises and all keys, locks and other fixtures connected therewith (except property belonging to Licensee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Licensee is not herein expressly made liable excepted. Licensee shall pay for all damages due to any waste, misuse, or neglect of the Licensed Premises, its fixtures, and appurtenances, by Licensee, its agents, employees, guests or invitees.

19. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Licensee shall give to the County prompt verbal notice of accidents in or damages to the Licensed Premises, and, within twenty-four (24) hours, the Licensee shall follow-up with a detailed written report of such accidents or damages. License shall provide notice by contacting the County's Division of Facilities Management customer service number at 240-777-7777. This number can be used 24 hours/7 days per week.

20. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Licensee, at Licensee's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, or any municipality in which the Licensed Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office (the "Applicable Laws"). 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 policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws and regulations regarding discrimination. By signing this License Agreement, the Licensee assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

23. PUBLIC EMPLOYMENT: The Licensee understands and agrees that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 2014, as amended, that it is unlawful for any person or entity transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

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

Licensee:

Shepard's Table, Inc.
8106 Georgia Ave
Silver Spring, MD 20910
Sandy Spring, Maryland 20860
Attn: Jackie Coyle

County:

Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

25. RESIDENT AGENT: The Resident Agent for the Licensee is William Primosch and the address for receipt of notices and service of process is 8720 Hartsdale Avenue, Bethesda, MD 20817. Licensee must immediately notify County of any change in resident agent or address as provided herein.

26. PROHIBITION OF HAZARDOUS SUBSTANCES: Licensee will not use or permit the Licensed Premises to be used in violation of any Environmental Laws, now will it use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, or about the Licensed Premised or Building any Hazardous Substances, nor will it permit or allow any third party to do so without the County's prior written consent. The foregoing shall not preclude Licensee from using materials commonly used in the course of performing the Permitted Use, provided that Licensee properly uses, handles and disposes of the same in accordance with applicable law and the manufacturers' instructions with respect thereto. The Licensee agrees not to store or bring hazardous substances onto the Licensed Premises. The term "hazardous substances" shall mean any substance, chemical, waste, product or the like which now or in the future is identified as hazardous, toxic, dangerous or the like, or is regulated or otherwise subject to any Environmental Laws, including, but not limited to, asbestos, polychlorinated biphenyls, urea formaldehyde insulation, and any substance which requires reporting, registration, notification, removal, abatement or special treatment, storage, handling or disposal under any Environmental Laws. The term "Environmental Laws" shall mean all existing and future Federal, state and local laws, regulations, ordinances and the like relating to the environment, as amended from time to time. Environmental Laws currently include, but are not limited to, the following: the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 et. seq.) ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et. seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§11001, et. seq.) ("EPCRA"), the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et. seq.) ("OSHA") and the Toxic Substances Control Act (15 U.S.C. §§2601 et. seq.) ("TSCA"). The Licensee indemnifies the County against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the Licensed Premises by the Licensee, its agents, contractors or employees or guests. .

27. NON-APPROPRIATION: This License shall terminate automatically on July 1 of any year for which the County, for whatever reason, does not appropriate funds

to pay for the services specified in this License or its obligations under the Contract. 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. The Parties hereby waive their right to a trial by jury in any legal action relating to this License.

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

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Julie L. White

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Ramona Bell Pearson
Title: Assistant Chief Administrative Officer

Date: 6/19/18

WITNESS:

By: Jilna Rothman

LICENSEE:
SHEPHERD'S TABLE, INC.

By: Jackie Coyle
Title: Executive Director

Date: 6/7/18

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

RECOMMENDED

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

Date: 6/18/18

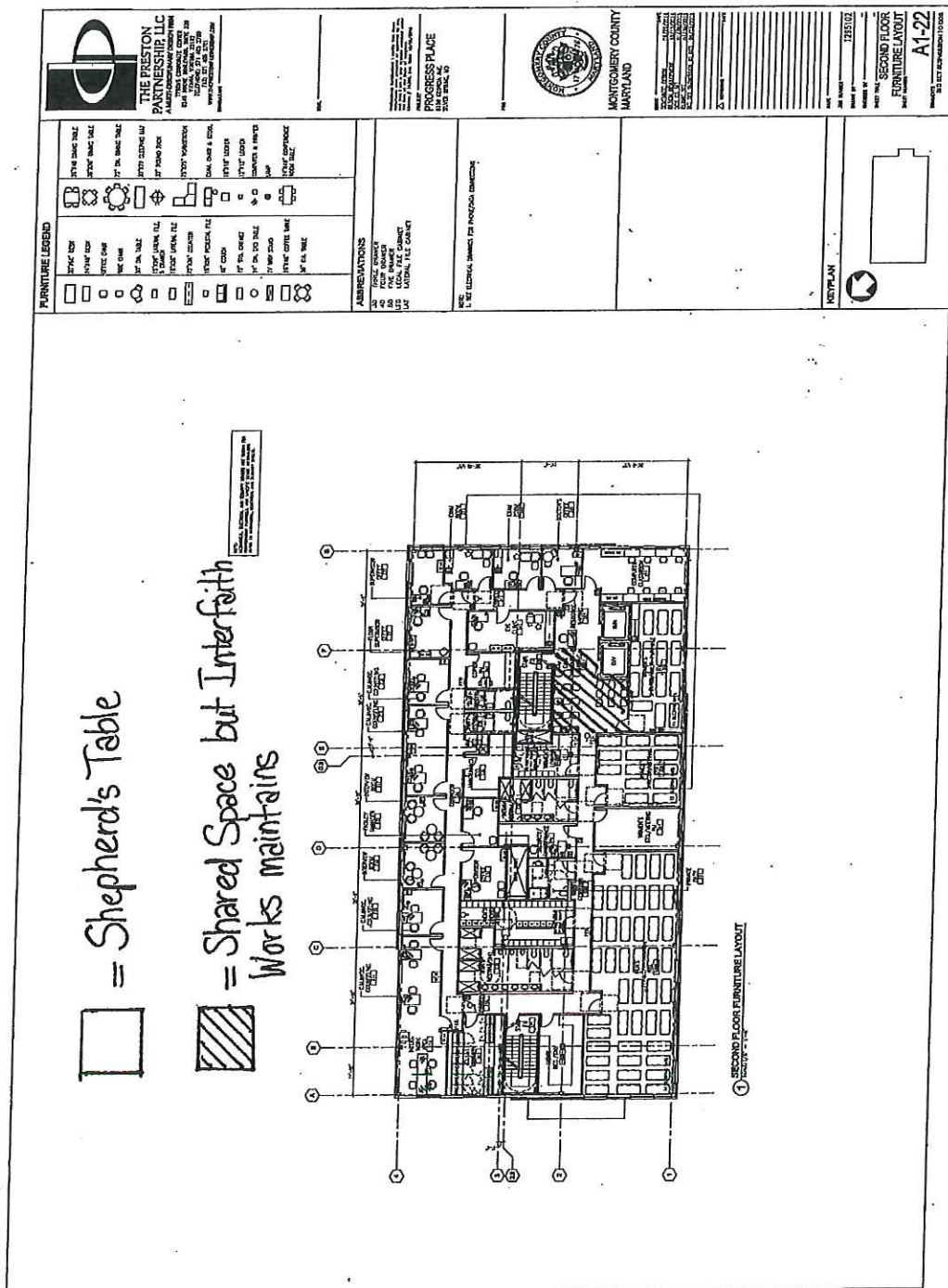
Date: 6/12/18

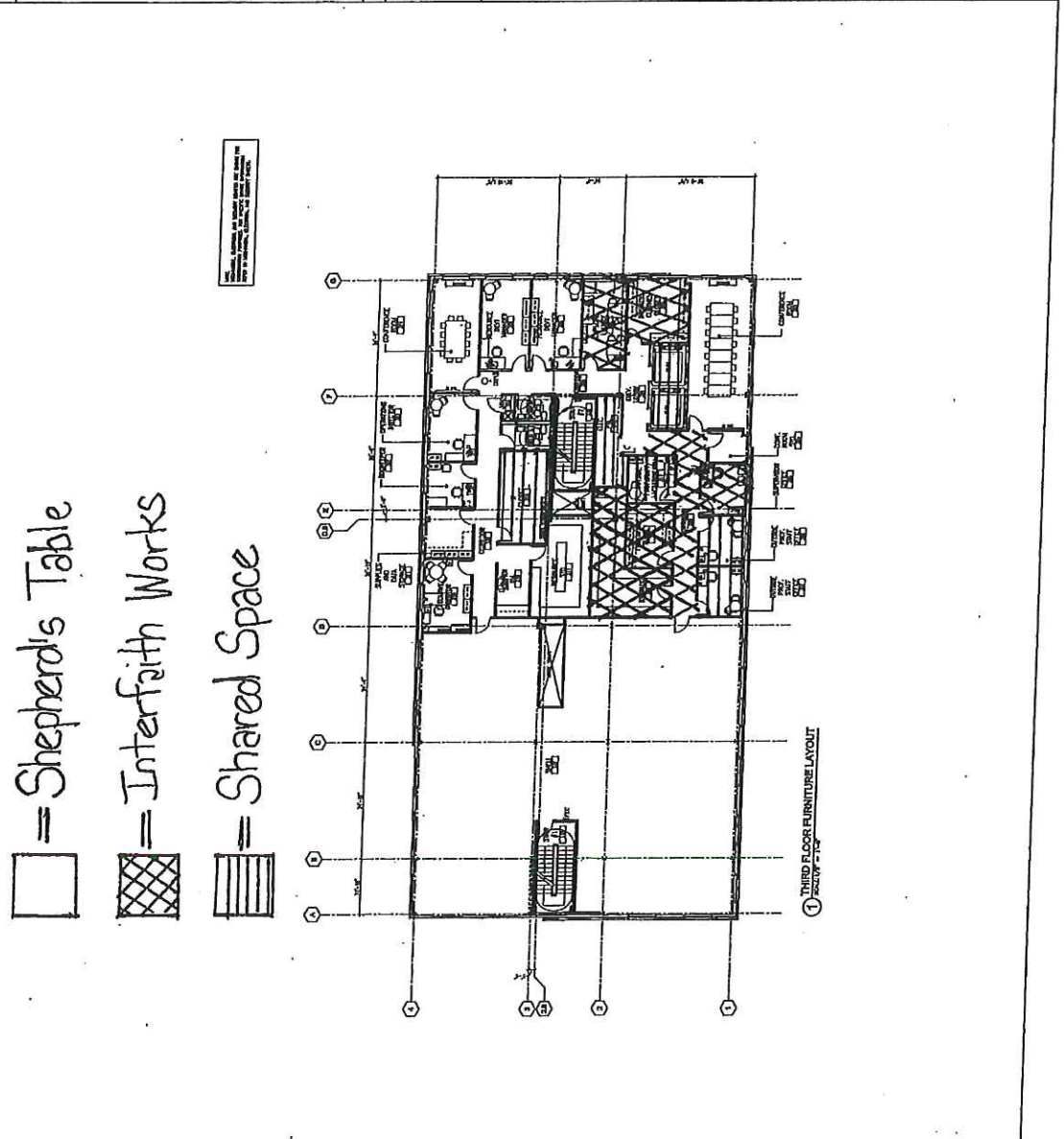
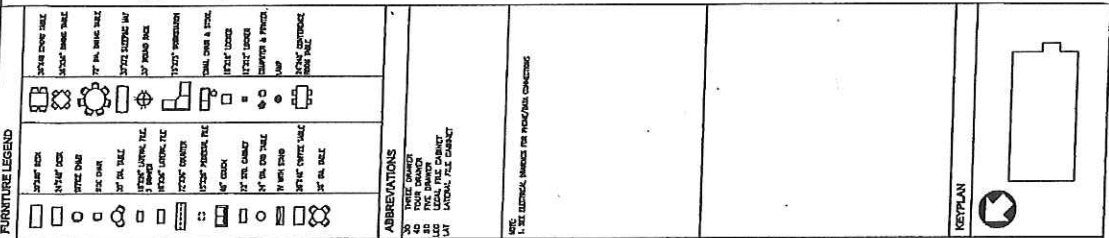
EXHIBIT A
LICENSED PREMISES
First Floor

FIRST FLOOR FURNITURE LAYOUT
PROJECT: 1-10-10

* = It should be noted that Elevator 1 is maintained by Shepherd's Table but is a Shared Space

EXHIBIT A
LICENSED PREMISES
Second Floor



[illegible]



MONTGOMERY COUNTY GOVERNMENT TRANSMITTAL

Date: 6/30/17

TO: Gregory Green
Department of Health & Human Svcs

FROM: OFFICE OF PROCUREMENT (Suzanne Kapust)

Contract No(s): 1076645

Contractor(s): The Shepherd's Table

ATTACHED PLEASE FIND COPIES OF:

CONTRACT(S) _____ CONTRACT AMENDMENT(S): _____

P.O. No.: 1079480 Change Order(s) No.: _____

(PO's may be printed directly from Oracle.)

- _____

- (1) Attached please find **two (2)** executed copies of the subject contract documents. Please FORWARD ONE (1) EXECUTED COPY to the CONTRACTOR, which will serve as a "NOTICE TO PROCEED" and retain the remaining copy(s) for your files.
 - (2) PLEASE REMIND THE CONTRACTOR TO FORWARD A COPY OF PERTINENT INSURANCE CERTIFICATES TO THE PROCUREMENT OFFICE WITHIN TEN (10) DAYS, AS NOTED IN THE CONTRACT.



MONTGOMERY COUNTY
MARYLAND

PURCHASE ORDER (PO)

Isiah Leggett
County Executive

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

Cherri Branson
Director

Supplier:

Ship To:

Bill To:

THE SHEPHERDS TABLE (35937) 8210 DIXON AVE SILVER SPRING, MD 20910 () JACKI COYLE	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: Suzanne Kapust	PO Type: Purchase Order	PO No.: 1079480	Revision No.: 0	Revision Date:	MC Revision Buyer:
MC Dept. Contact:	MC Dept. Contact Phone/Email:	Contract No.: 1076645	FOB: Destination	Payment Terms: Net	MC Customer Acct. No.:
Requested By: Green, Gregory A.	Requester Info: 240-777-1247 Gregory.Green@montg omerycountymd.gov				

This Blanket Purchase Order is not valid prior to July 1, 2017.

This Blanket Purchase Order Provides Emergency Transitional and Housing Services Under Special Needs Housing.

This Blanket Purchase Order is issued in accordance with the terms, conditions, specifications, and pricing of the New Award of Contract #1076645.

Total charges against this Blanket Purchase Order shall not exceed the total listed below.

Questions regarding this Blanket Purchase Order should be directed to Gregory Green at 240-777-1247.

PURCHASE ORDER 1079480				Quantity	UOM	Unit Price	Extended Price
Line No.	Description Good/Service/Construction						
1	FY18 ENCUMBRANCE FOR THE SHEPHERD'S TABLE, INC. NEW CONTRACT NO. 1076645, (NEW CONTRACT).						208,435.27
Attachments:							
2	FY18 ENCUMBRANCE FOR THE SHEPHERD'S TABLE, INC. NEW CONTRACT NO. 1076645, (NEW CONTRACT).						3,474.00
Attachments:							
Total:							211,909.27



MONTGOMERY COUNTY
MARYLAND

PURCHASE ORDER (PO)

MC Contracting Officer:

Chris Brannon

Date: 29-JUN-2017

PO 1079480



MONTGOMERY COUNTY MARYLAND

PURCHASE ORDER (PO)

PURCHASE ORDER TERMS AND CONDITIONS

PO 1079480

1. This purchase order is issued by: Montgomery County, Maryland, 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
No. 1076645

This Contract is between Montgomery County, Maryland (the 'County'), and The Shepherd's Table, Inc., ("the Contractor"), located at 8106 Georgia Avenue Silver Spring Maryland 20910. *Now*

BACKGROUND

1. The County intends to provide meals, outreach, and supportive services to homeless persons and to end chronic homelessness for persons that lost permanent housing in Montgomery County.
2. The State of Maryland provides Emergency Transitional and Housing Services (ETHS) funds for the provision of these services. The grant documents accepted by the County identify the Contractor as a provider of these services in Montgomery County, Maryland.
3. The Contractor represents that it has the qualifications and experience necessary to provide the services required by the County, and as described in this Contract.
4. The Contractor has been designated as a grantee by County Council Resolution to provide these services, and this Contract is entered into pursuant to Section 11B-14(a) (4) and Section 11B-14(a) (3) of the Montgomery County Code.

TERMS AND CONDITIONS

I. SCOPE OF SERVICES

- A. The Contractor must develop and provide a social services program to screen homeless and other individuals ("Clients") that lost their permanent housing in Montgomery County. The Contractor must provide services to Clients at the County's facility known as Progress Place (the "Facility"), located at 8106 Georgia Avenue, Silver Spring, Maryland.
- B. The Contractor must sign a Lease Agreement with the County for the use and occupancy of the Facility. In accordance with the Lease Agreement, the Contractor must report any problems with the Facility, immediately, to the County identified contact person.
- C. Contractor's homeless screening must include completion of the Continuum of Care (CoC) approved screening tool, the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT), or full Service Prioritization and Decision Assistance Tool (SPDAT). The Contractor can either complete the VI-SPDAT or SPDAT, directly, or coordinate with Interfaith Works, co-located in the Facility, to complete and upload information into the Homeless Management Information System (HMIS) database.

- D. The Contractor must coordinate with the County for training on the HMIS. The required information entered in HMIS must conform to County CoC and Housing and Urban Development (HUD) standards described at (<http://www.montgomerycountymd.gov/hmis>).
- E. The Contractor must enter into an HMIS Participation Agreement with the County and must use the HMIS system as an electronic record for progress notes and service transactions for referrals to appropriate services. The HMIS Participation Agreement will be provided by the County. The Contractor must use all Client authorization forms and/or other HMIS related forms, made available by the County, to share Client information with other providers using the HMIS and to inform Clients that their information is being placed into an electronic record in the HMIS.
- F. The Contractor must designate a full-time Director of Social Services who will provide outreach and in-reach services to persons who lost permanent housing in Montgomery County. The in-reach or outreach services include providing information, referrals, and linkages to other programs that are co-located in the Facility, including Interfaith Works Empowerment Center for case management, Mobile Medical for physical health, and other services in the County such as, shelter, housing, and behavioral health services.
- G. The Contractor's Director of Social Services must coordinate other services to assist homeless persons, for services such as Clothes Closet/Resource Center, Eye Clinic, legal assistance, and mailroom to establish a free alternative for receiving mail. Social Services will be available during the dinner meal hours and at other times the Contractor is operating programs (Resource Center, legal services, Eye Clinic, or mailroom).
- H. The Contractor's mailroom must serve as a free alternative mailing address for Clients and/or for others that do not have physical addresses.
- I. The Contractor through its Director of Social Services must purchase, distribute, and coordinate transportation supports, i.e. tokens, SMART cards, and taxis for Clients, as deemed necessary, to access appropriate services, shelters, and programs.
- J. The Contractor must coordinate with the County to seek outside funding to maximize the meal and supportive services program.
- K. The Contractor must participate in the Continuum of Care (CoC) Coordinated Entry System meetings, the Adult Homeless Providers meetings, the Housing Prioritization meetings, and any additional meetings as required by the County.

The Shepherd's Table, Inc.

Contract #1076645

Page 3 of 9

- L. The Contractor must participate in annual data collection activities and monthly reporting on outcomes for research and program evaluation purposes as required by any funding sources and consistent with Client confidentiality, as regulated by all relevant federal, State, and local laws, regulations, policies, and procedures.
- M. The Contractor must, within sixty (60) days of the execution of this Contract, enter into a lease agreement with the County's Department of General Services (DGS), for the use and occupancy of the Facility known. The lease agreement must include detailed responsibilities of the County and the Contractor in the maintenance of this Facility, to include but not be limited to, the following:
 - N. The Contractor is responsible for the day-to-day maintenance, appearance, and cleanliness of the areas occupied/used by the Contractor at the Facility. The Contractor may enlist the services of Clients to assist with this requirement or may subcontract with a vendor to provide services as vocational training for Clients.
 - O. The Contractor must notify DGS and inform the Contract Monitor in the event of equipment and other operational failures, i.e. elevators, HVAC issues, and irregular trash/recycling pick up.
 - P. The Contractor must comply with Department of Health and Human Services:
(DHHS) Background Clearance policy requirements for staff as stated in the link listed below. At a minimum, any and all staff and volunteers having unsupervised contact with a vulnerable population; including children and/or the elderly, must be appropriately screened prior to providing services under this Contract.

The Contractor must check the link for updates to the policy.
The background check policy is located here:
<http://www.montgomerycountymd.gov/HHS/DoingBuswDHHS.html>
- Q. The Contractor must have sufficient number of computers, fax machine, a broadband or wireless internet service provider (as required by the County's technical requirement for the HMIS), and a functioning email system, as most of the communications between the County and other service providers will be conducted via email.
- R. The Contractor must comply with all federal, State and local laws and regulations governing privacy and the protection of health information, including but not limited to, the Health Insurance Portability and Accountability Act. The Contractor must also sign a **Business Associate Agreement** with the County prior to execution of the Contract (**Attachment C**) and must comply with the provisions in the attached Business Associate Agreement.

The Shepherd's Table, Inc.

Contract #1076645

Page 4 of 9

- S. The Contractor understands and agrees that the County is the owner of all data collected in the performance of this Contract and, as such, the Contractor must, at the end of the Contract term, ensure that all data be provided to the County in a format that is acceptable to the County.

II. PROGRAM STAFFING

A. At a minimum, the Contractor must:

1. Hire sufficient staff, which must include a Kitchen Manager and an Assistant Food Services Staff, to provide nineteen (19) meals per week (three (3) meals per day - Monday through Friday, and two (2) meals during the weekend - Saturday and Sunday), to Clients, 365 days per year.
2. Hire a Volunteer Coordinator that will recruit, schedule, and support sufficient volunteers who will serve three (3) meals per day during the week (Monday thru Friday) and two (2) meals during the weekend (Saturday and Sunday), 365 days per year.

B. The Contractor must hire staff, designated as Program/Facility Assistant, to support the meal and social services program. This position may be responsible for organizing donations, and coordinating cleaning.

C. The Contractor must hire security personnel to be present during evening meals or when deemed necessary by the Contractor. Security staff must meet the qualifications identical to those used by the Montgomery County Police Department, as described at this link:

https://www.montgomerycountymd.gov/POL/career/police_officer/

III. RECORDS AND REPORTS

A. The Contractor must submit a bi-annual report within 15 days of the end of six months of the Contract execution, to include the number of Clients who:

1. received meals during the six-month period;
2. completed the homeless screening tool;
3. connected with Interfaith Works services;
4. utilized the MobilMedical;
5. received transportation assistance including tokens.

B. The Contractor must submit monthly reports, as required by the State Emergency Transitional Housing Services (ETHS) Grant, and in the format required by the State of Maryland.

- mm
- C. The Contractor must submit annual reports detailing data collection activities and monthly reporting on outcomes for research and program evaluation purposes as required by any funding source and consistent with customer confidentiality as regulated by all relevant federal, State, and local laws, regulations, policies and procedures.
 - D. The Contractor must run monthly reports on the HMIS to ensure that HMIS data are accurate and conforms to County and the HUD requirements. These monthly reports must be submitted with the monthly invoice by the 15th of the preceding month.

IV OUTCOMES AND PERFORMANCE MEASURE

- mm
- A. In the provision of meals and homeless in-reach services to Clients within the Facility:
 - 1. 50% of the Clients will complete the homeless screening tool;
 - 2. 40% of the Clients will connect to other services including, but not limited to Interfaith Works and Mobile Medical;
 - 3. 40% will be referred to and obtain either shelter, transitional or permanent housing.
 - B. Provide meals to approximately 100 homeless persons per day, seven days (Monday thru Sunday) per week.
- mm

COMPENSATION

- mm
- A. The Contractor's fiscal year line item budget as approved by the County (the "Contractor's Budget") is incorporated by reference into, and made a part of this Contract as Attachment B.
 - B. Modifications to the Contractor's approved budget during the fiscal year must be justified, in writing, by the Contractor and must be approved, in writing, by the County prior to implementation.
 - C. The County will reimburse the Contractor for all costs incurred in providing the goods and services described in this Contract, subject to the following limitations:
 - 1. No compensation will be paid for any costs that exceed the relevant line item in the Contractor's Budget by more than 10%.
 - 2. No compensation will be paid for any costs that exceed the overall total of the Contractor's Budget for each fiscal year.

3. No services shall be performed by the Contractor under this Contract prior to the execution of a County Purchase Order for those services, and the Contractor's receipt of the said County Purchase Order.
4. Compensation must not exceed funds appropriated by the County and encumbered in the County's Purchase Order issued to the Contractor.
5. **The maximum compensation for the initial term of this Contract must not exceed \$211,909.27.**

mm
VI. INVOICES

The Contractor must submit monthly invoices and supporting documentation to the County in a format approved by the County within 15 days following the end of each month. Upon receipt, acceptance, and approval of the Contractor's invoice, the County will make payment, net 30 days, for expenses incurred by the Contractor in providing the goods and services described in this Contract.

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

mm
VII. TERM

July 1, 2017
mm
This Contract is effective upon signature by the Director, Office of Procurement, and will end on June 30, 2018. Before the Contract term ends, the Director, at his or her sole option may (but is not required to) renew this Contract for additional one-year periods, if the Director determines that renewal is in the best interest of the County. Renewal of this Contract is contingent upon the County Council's designation of the Contractor as a grantee under Section 11B-14(a) (4) of the Montgomery County Code for the purposes described in this Contract.

mm
Funds have been appropriated for this Contract for the current term. For any subsequent period that the Contract remains in effect, payments under the Contract are contingent upon the appropriation and encumbrance of funds. If the County Council fails to approve an appropriation to fund this Contract for an additional period, no work is to be done after the current contract year, and the term for Contractor performance under this Contract will end, without further cost to the County.

mm
VIII. GENERAL CONDITIONS AND INSURANCE

The General Conditions of Contract Between Contractor and County ("General Conditions") are incorporated by reference and made a part of this Contract as (Attachment A) however, the mandatory insurance requirements listed below, supersede the insurance requirements listed in Paragraph 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 *minimum* following insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the Contractor must provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as a limitation of any potential liability on the part of the Contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of Contractor's obligation to provide the insurance coverage specified. The Contractor's insurance must be primary. Subject to applicable law, the insurance companies providing insurance coverage, as referenced in this Contract, may not limit coverage to their insured, or the County as an additional insured, to stated minimum amount(s) of insurance referenced in this Contract.

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

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 included as an additional insured on Contractor's commercial general, automobile insurance, and contractor's excess/umbrella insurance if used to satisfy the Contractor's minimum insurance requirements under this contract, for liability arising out of contractor's products, goods and services provided under this

Contract. The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to Customer and failure to request evidence of this insurance shall in no way be construed as a waiver of Contractor's obligation to provide the minimum insurance coverage specified.

The Shepherd's Table, Inc.
Contract #1076645
Page 8 of 9

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 / Gregory Green
401 Hungerford Drive, 6th floor
Rockville, Maryland 20850

IX . PRIORITY OF DOCUMENTS

The following documents are attached to this Contract and incorporated into this Contract by reference. In the event of any inconsistency among any of these documents, the documents will be interpreted in the order of the following priority:

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

SIGNATURE PAGE TO FOLLOW

The Shepherd's Table, Inc.
Contract #1076645
Page 9 of 9

SIGNATURES

THE SHEPHERD'S TABLE, INC.

MONTGOMERY COUNTY, MARYLAND

Jack Coyle

Signature

Cherri Branson

Cherri Branson, Director
Office of Procurement

Typed:

Jack Coyle

Date:

6/29/17

Title:

Executive Director

RECOMMENDED

Date:

6/20/17

Date:

6/6/2017

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

Janet R. Burdette

Paralegal

Date:

June 19, 2017

The Shepherd's Table, Inc.
Contract #1076645
Page 9 of 9

SIGNATURES

THE SHEPHERD'S TABLE, INC.

MONTGOMERY COUNTY, MARYLAND

Signature

Cherri Branson, Director
Office of Procurement

Typed:

Date:

Title:

RECOMMENDED

Date:

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

Date: 6/6/2017

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

Quetta L. Burdette
Paralegal

Date: June 19, 2017

ATTACHMENT A
CONTRACT NO. 1076645

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

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

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

2. AMERICANS WITH DISABILITIES ACT

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

3. APPLICABLE LAWS

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

The 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 Md. State Finance and Procurement Article, Section 13-101, et. seq.

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

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.

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

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

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

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

6. CONTRACT ADMINISTRATION

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

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;

ATTACHMENT A
CONTRACT NO. 1076645

- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

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

8. DISPUTES

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

9. DOCUMENTS, MATERIALS, AND DATA

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

10. DURATION OF OBLIGATION

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

11. ENTIRE AGREEMENT

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

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

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

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

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

13. GUARANTEE

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

ATTACHMENT A
CONTRACT NO. 1076645

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

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

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

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

ATTACHMENT A
CONTRACT NO. 1076645

	<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 for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300 Attachment	500	1,000	See
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
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

(Remainder of Page Intentionally Left Blank)

ATTACHMENT A
CONTRACT NO. 1076645

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

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

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

(Remainder of Page Intentionally Left Blank)

ATTACHMENT A
CONTRACT NO. 1076645

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. PAYMENT AUTHORITY

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

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

26. P-CARD OR SUA PAYMENT METHODS

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

27. 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.

28. PROTECTION OF PERSONAL INFORMATION BY GOVERNMENT AGENCIES

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

29. TERMINATION FOR DEFAULT

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

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

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be

ATTACHMENT A
CONTRACT NO. 1076645

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.

ATTACHMENT A
CONTRACT NO. 1076645

30. TERMINATION FOR CONVENIENCE

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

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

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

33. WORKPLACE SAFETY

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

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

DHHS Contract Budget

Vendor/Organization Name: Address: City, State, Zip Code: Contact Person: Phone/Fax/E-Mail: Contract Number: Service Area:	The Shepherd's Table, Inc 8106 Georgia Avenue Silver Spring, MD 20910 Jacki Coyle, Executive Director 301-585-6463/301-585-4718/jcoyle@shepherdstable.org 6648190031-AA Montgomery County
--	---

BUDGET SUMMARY

Category	FY 2018 Budget Contract Expenses
A. Salary Expenses	\$208,435.27
Fringe Benefits (% of salary expenses)	
Total Personnel (Salary + Fringe)	\$208,435.27
B. Direct (Operating) Expenses	\$3,474.00
C. Capital Expenses	\$0.00
Subtotal of Contract Expenses	\$211,909.27
Indirect/Administration Subtotal of Contract Expenses (% of	
Total Contract Budget:	\$211,909.27

ATTACHMENT B

BUDGET DETAIL

A. Salary Expenses and Fringe Benefits

Position	Incumbent	Annual Salary	Full Time equivalent (FTE), this contract	Expenses to this Contract	Fringe Benefit Rate	Fringe Benefits	Justification for Position
Exec. Director	Jack Coyle	\$104,760.00	0.1145	\$ 12,000.00		\$ -	Program Oversight
Director Social Services	John Eckenrode	\$73,300.00	0.2456	\$ 18,000.00		\$ -	Client Counseling/Services Oversight
Bi-Lingual Counselor	Evert Vargas	\$47,994.00	0.4167	\$ 20,000.00		\$ -	Client Counseling
Director of Operations	Haile Gebregziabher	\$72,558.00	0.0678	\$ 4,921.30		\$ -	Kitchen Oversight
Kitchen Manager	Manuel de la Rosa	\$51,912.00	0.5302	\$ 27,525.00		\$ -	Meal Program
Asst. Food Service	Christina Moore	\$43,355.00	0.5859	\$ 25,400.00		\$ -	Meal Program
Asst. Food Service	Keith White	\$37,206.00	0.3983	\$ 14,820.00		\$ -	Meal Program
Volunteer Coordinator	Ashley Wagstaff	\$50,400.00	0.5000	\$ 25,200.00		\$ -	Meal Program
Program Asst. /Security & Maint.	Mohammed Banya	\$40,435.00	0.4487	\$ 18,144.97		\$ -	Evening Meal Asst. Security/Facility Maint.
Program Asst. /Facility Maint.	Ulric Boyle	\$32,136.00	0.4644	\$ 14,924.00		\$ -	Facility Maintenance
Security Program	Various Off-Duty Police Officers	\$52,650.00	0.5223	\$ 27,500.00		\$ -	Meal Security
		Total Salary Expenses	\$	208,435.27	Total Fringe	\$	-

B. Direct (Operating) Expenses

Expense Category	Cost	Justification of Costs
Consulting (if more than one consultant, list each one on a separate line)	\$ -	
Staff Development	\$ -	
Travel	\$ 3,474.00	Tokens and Client Transportation
Rent	\$ -	

Utilities	\$	-	
Maintenance	\$	-	
Telephone Bill	\$	-	
Other Communications	\$	-	
Equipment (up to \$5,000)*	\$	-	
Maintenance	\$	-	
Supplies	\$	-	
Insurance	\$	-	
Postage	\$	-	
Printing	\$	-	
Other Expenses (list)	\$	-	
Total Direct Expenses	\$	3,474.00	

C. Capital Expenses, if applicable (greater than \$5,000)*

Description	Cost	Justification of Costs
	\$	-
	\$	-
	\$	-
	\$	-
Total Capital Expenses	\$	-

Approved by: (for the Vendor)

Signature Jacki Coyle Date 3/31/17

Name (please print): Jacki Coyle

Title: Executive Director

Approved by: (Monitor, for the Dept. of Health and Human Services)

Signature Andy Jones Date 3/30/17

Name (please print): Andy Jones

Title: Contract Manager

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

Attachment C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Montgomery County, Maryland (hereinafter referred to as "Covered Entity"), and The Shepherd's Table, Inc. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in Montgomery County Contract # 1076645 (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

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

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

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

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

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

II. DEFINITIONS.

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

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

1. "Breach" is defined at 45 CFR § 164.402.

2. "Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean The Shephard's Table, Inc.

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

(C) III. PERMISSIBLE USE AND DISCLOSURE OF PHI

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

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

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

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

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

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it

knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
3. Be in substantially the same form as Exhibit A hereto;
4. Include a brief description of what happened; including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;
8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;
9. State whether the PHI was actually acquired or viewed;
10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;
11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address;

and

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

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

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

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

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

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

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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

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

must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

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

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

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

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

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

(D) IV. TERM AND TERMINATION.

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

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

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

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

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

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

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

Title: _____

Address: _____

Email Address: _____

Phone Number: _____