

NCHH Standard Terms and Conditions for Corporations

1. Confidential Information. "Confidential Information" is information which NCHH, in its sole determination, regards as confidential or proprietary including, but not limited to, borrower, grantee, or Contractor information, information regarding NCHH's financial and strategic planning, staffing, or contractors, and Protected Health Information. other data, files, and/or other material, both tangible and intangible, in writing and orally imparted. The Contractor hereby agrees that it shall not disclose or divulge any Confidential Information or any part thereof to any other person or entity or use any Confidential Information for its pecuniary benefit or for any other purpose without the prior written consent of NCHH. Upon the request of NCHH, Contractor shall promptly deliver to NCHH all documents or other materials in its possession, and all copies thereof, constituting or containing Confidential Information.

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

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

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

"Protected Health Information" is as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501. Protected Health Information includes information that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer,

school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, or to the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

2. Payment. In consideration of services rendered, NCHH shall pay Contractor on the basis of appropriate invoices submitted to NCHH in accordance with the budget provided by Contractor in support of the Contract (the "Budget"). The Budget shall be completed by Contractor and approved by NCHH prior to the release of any payments pursuant to this Contract, unless otherwise specified. In no event shall the cumulative payments made by NCHH to Contractor pursuant to this Contract exceed the sum set forth in the budget supporting this Contract (the "Contract Amount"). No funds paid pursuant to this Contract shall be used to supplant other funds. Contractor understands that all expenditures pursuant to this Contract must be in accordance with the approved Budget. It is Contractor's responsibility to maintain appropriate records to insure a proper accounting of all funds and expenditures. Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary by NCHH to ensure a proper accounting for all Contractor funds received.

Payments will not be made without NCHH's receipt of a completed W-9 form which is consistent with the Contractor's name stated herein, a signed contract, and acceptance by NCHH of the work performed. When submitting invoices, Contractor should use the attached NCHH Request for Payment form or if the Contractor chooses to use its own form, invoices shall reference the contract number, task order number (as necessary), award value, and period of performance on each invoice. Contractor shall bill monthly unless otherwise stated in its Contract. Contractor shall also submit all invoices no more than 60 days after the end of the grant or contract's period of performance. Contractor agrees that NCHH will be under no obligation to pay for any invoice that is not timely submitted and received by NCHH within the aforementioned 60-day period. Contractor shall submit supporting documentation, including receipts for travel, supplies, and other direct costs. Labor hours should be broken down by hours and labor rate, except if the agreement is fixed price.

3. Ownership of Deliverables. The Contractor hereby agrees and acknowledges that all documents and other Deliverables developed or produced by the Contractor under this Contract and the copyrights thereto, are the shared and joint property of NCHH and Contractor. NCHH and Contractor are granted a non-exclusive license, without cost or fee, to use such materials. Contractor shall not assign or transfer its license.

4. Contractor's Performance. Contractor shall establish and maintain data collection practices to monitor fulfillment of outcome objectives, terms and conditions and all other requirements of this Contract. NCHH expects Contractor to perform in a high quality, professional manner and in accordance with the standards set by the Contract Administrator. Substandard performance as determined in the sole and reasonable discretion of NCHH shall constitute non-compliance with this Contract. If the performance of the Scope of Work or Deliverable does not meet NCHH's standards, NCHH reserves the right to avail itself of all administrative, contractual, legal and equitable remedies, including, but not limited to, reducing or withholding payment to Contractor, canceling the Contract, and hiring another party to complete the Scope of Work. Contractor shall be liable to NCHH for any additional costs incurred in such events. Contractor shall repay NCHH for any funds which have been determined through audit to

have been misspent, unspent, misapplied, or otherwise not properly accounted. The repayment may be made by an offset to funds that are otherwise due the Contractor.

5. Use of Subcontractors. Contractor shall not assign subcontract and/or delegate any duties under this Contract without the prior written permission of NCHH. NCHH acknowledges that Contractor subcontracts marketing and accounting services. If the Contractor retains a subcontractor to perform any portion of the Scope of Work, it shall first request written approval from NCHH, which shall not be unreasonably withheld. An MOU, subcontract, or other written agreement between the Contractor and its Subcontractor must precede the disbursement of any grant funds. Following a permitted subcontract or assignment of this Contract by Contractor, Contractor shall not be relieved of its obligations under this Contract. This Contract shall be incorporated by reference into any assignment and subcontract and any assignee or subcontractor shall comply with all of the provisions of this Contract.

6. Return of Documents. The Contractor shall deliver all records, notes, data, memoranda, models and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are NCHH's property or relate to NCHH's business upon NCHH's request or the completion of this Contract.

7. Right to Audit/Record Retention. Contractor shall keep (a) accurate documentation in connection with the Scope of Work to be performed herein, and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years from the end date of the period of performance or longer as may be required by applicable law, at its cost. Upon reasonable request, Contractor's documentation and books of account shall be open for inspection by NCHH, its auditors or Federal auditors to assure that the work has been properly performed and that funds are being paid in the proper manner for the work performed.

Contractor generally must retain financial and programmatic records, supporting documents, statistical records, and any other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant. These records may include, but not be limited to, general ledgers, invoices, payroll reports and other documents supporting amounts charged to the grant, periodic financial and programmatic reports, and underlying programmatic information supporting progress reports, etc.

8. Independent Contractor/Insurance. It is agreed by the parties that at all times and for all purposes hereunder Contractor is an independent subcontractor and not an employee of NCHH. No statement contained in this Contract shall be construed so as to find Contractor and its employees to be employees of NCHH, and they shall be entitled to none of the rights, privileges, or benefits of employees of NCHH whatsoever, including, but not limited to, worker's compensation, health/welfare benefits, paid holidays, death benefits, vacation leave, personal and sick leave benefits, compensatory time accumulation and leave, and retirement benefits. Contractor shall be solely responsible to pay all payroll taxes for its employees. Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for Contractor and all the Contractor's employees. The Contractor maintains, and shall maintain throughout the term of this Contract, commercial general liability insurance, automobile insurance (or hired and non-owned coverage on the commercial general liability insurance policy), miscellaneous professional liability insurance and workers' compensation insurance each in an amount not less than \$1,000,000.00 (except that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Contract. Contractor shall name NCHH as an additional insured on its commercial

general liability insurance and commercial automobile insurance. Within 48 hours of NCHH's request, Contractor shall provide NCHH with a certificate of insurance evidencing it having all the foregoing required coverages.

9. W-9 Form / Federal Tax Identification Number. Contractor shall provide NCHH with a signed and completed W-9 Form. Payment shall be made payable to the name and corresponding Federal Tax Identification number found on the W-9 Form which must match the information contained herein. Contractor hereby agrees to notify NCHH immediately upon any change of taxpayer information in Contractor's W-9 Form.

10. Relationship of the Parties. For purposes of this Contract, the Contractor is not an agent of NCHH and NCHH is not an agent of the Contractor. Neither party has the right or authority to bind the other party through its actions or any other contracts or communications.

11. Solicitation. The parties mutually agree to not solicit, directly or indirectly, for employment any of the other party's employees either during the Term of this Contract or for one (1) year thereafter without the consent of the other party. This prohibition shall not prohibit one party from hiring any employee of the other party who responds to: (i) routine employment solicitation efforts, including newspaper or internet advertisements, employment agency solicitations, or open house or job fair events or (ii) widely distributed announcements of job openings. This Section shall survive termination of the Contract.

12. Termination. Either party may terminate this Contract without cause upon the delivery of written notice to the other party in accordance with the terms of this Contract ("Termination"). In such event, the Contract will terminate thirty (30) days after such written notice was received. All obligations which were to be performed as of the date of Termination are discharged but any right based on prior breach or performance survives. Provided Contractor is not in default of this Contract, NCHH shall pay all reasonable costs associated with this Contract that Contractor has incurred up to the date of termination. The liability of NCHH for any claims, liabilities, actions or damages arising out of or relating to this Contract, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount of out-of-pocket costs incurred by Contractor under this Contract which are not otherwise reimbursed either directly or indirectly. In no event shall NCHH be liable for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Contract, regardless of the legal theory under which such damages are sought, and even if NCHH has been advised of the possibility of such damages or loss.

13. Cancellation. Upon the occurrence of a material breach, NCHH may cancel this Contract upon the delivery of written notice to the Contractor in accordance with the terms of this Contract ("Cancellation") and retain any remedy for breach of the whole Contract or any unperformed balance thereof.

14. Indemnification. Each party to this agreement shall indemnify, defend and hold harmless the other party and its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney fees arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the scope of work or services contemplated by this agreement. This shall include indemnification for

either party's employees, officers, agents, servants, subcontractors, or volunteers while providing services or goods pursuant to this Contract.

15. Arbitration. Any controversy or claim arising out of, or relating to, this Contract, or the breach thereof, shall be settled solely by arbitration utilizing the Commercial Arbitration Rules of the American Arbitration Association, but not necessarily utilizing AAA, in a forum located in Howard County in the State of Maryland. Judgment on an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any award rendered thereunder shall be final and binding on all parties thereto. Contractor irrevocably waives any objection to, and any right of immunity for, the jurisdiction of such arbitration on the grounds of venue or convenience of forum.

The parties acknowledge that the damages resulting from the improper use or disclosure of the Confidential Information of the other party shall result in irreparable harm to the other party and that damages would not be an adequate remedy. In such a circumstance, the injured party may proceed directly to court. If a court of competent jurisdiction should find that the other party has breached any such obligations, the other party agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief (including the posting of bond), it shall not oppose the entry of an appropriate order compelling its performance and restraining it from any further breaches.

16. Amendment. Both parties may amend this Contract or any part hereof so long as Amendments that affect the rights and obligations of either party are executed by both parties. Administrative changes or corrections that do not affect the rights and obligations of Contractor may be made unilaterally by NCHH with notice to, but without consent of, Contractor.

17. Delegation; Assignment. Contractor shall not delegate any duties or assign any rights under this Contract without the prior written approval of NCHH. A delegation of performance will not relieve Contractor of any duty to perform or any liability for breach of this Contract.

18. Governing Law; Venue. This Contract shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Contractor agrees that any litigation necessary pursuant to this Contract shall be exclusively brought and prosecuted in any District or Circuit Court of Maryland, as appropriate, or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Contractor consents to the jurisdiction of such courts. The Contractor irrevocably waives any objection to, and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

19. Nonwaiver. The failure of NCHH in any instance to insist upon a strict performance of the terms of this Contract or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option.

20. Notice. Any notice which either party desires to serve under the terms of this Contract shall be sufficiently given if in writing and delivered by certified mail, postage prepaid, to the addresses in this Contract.

21. Authorizing Action, Parties Bound. The execution, delivery and performance by Contractor are within Contractor's powers and have been duly authorized by all necessary action. The terms and provisions of this Contract shall be binding upon the parties hereto, their legal representatives, successors and assigns.

22. Severability. If any paragraph of this Contract or application thereof to any person or circumstances is held invalid, such invalidity will not affect other paragraphs of this Contract that can be given effect without the invalid paragraph, and to this end the other paragraphs are deemed to be severable.

23. Entire Contract. This instrument contains the entire Contract between the parties. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this Contract, shall be valid or binding; and this Contract may not be enlarged, modified or altered except in writing and signed by the parties.

24. Lobbying. Contractor shall not use funds paid under this Contract for any of the following purposes: (i) to carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code); (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code); (iii) to make any grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the United States Internal Revenue Code; (iv) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the United States Internal Revenue Code; or (v) to make a grant to any individual or organization without advance approval in writing signed by the parties to this Contract.