
CITY OF BALTIMORE

Shantay Jackson
Director



MAYOR'S OFFICE OF
NEIGHBORHOOD SAFETY & ENGAGEMENT
100 Holliday Street, Rm 341
Baltimore, Maryland 21202
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Prepared: 6/7/22

Current MONSE Relationships with Hospital Systems, re: Hospital-Based Responder Programs


Responsive to your request, MONSE has had relationships with the following hospital systems prior to the FY23 expansion across Baltimore-area medical systems:

- MedStar Health
- Sinai Hospital/LifeBridge Health
- St. Agnes

Please note that this submission includes three contracts that are not yet approved by the Board of Estimates; thus, there may be minor changes between these "DRAFT" versions and the final, approved agreements. A status of these agreements can be found below:

- MedStar Union Memorial and Good Samaritan Hospitals – Submitted to BOE; In Audits.
- Sinai Hospital – Awaiting signature from hospital system.
- St. Agnes Hospital – Undergoing Legal review.

POC: Alicia T. Sherod; Alicia.Sherod@baltimorecity.gov 443.257.1953

FROM	NAME & TITLE	Shantay Jackson, Director	CITY OF BALTIMORE MEMO	
	AGENCY NAME & ADDRESS	Mayor's Office of Neighborhood Safety and Engagement 100 N. Holliday Street, Room 640		
	SUBJECT	FY22 Medstar Harbor Hospital Agreement w/MONSE		

TO The Honorable President and Members of the Board of Estimates

DATE: August 18, 2021

**AUDITS HAS REVIEWED AND HAS
NO OBJECTION TO B/E APPROVAL**

Dear President and Members:

ACTION REQUESTED OF B/E:

The Board of Estimates is requested to approve the Provider Agreement with Medstar Harbor Hospital (MSHH). The term of this Agreement shall be retroactive and will commence July 1, 2021, and will terminate on June 30, 2022, unless otherwise extended or terminated according to the terms of this Agreement. All grant funds awarded hereunder shall be expended within the one (1) year term. Upon mutual agreement, funding availability and approval by the Board, the Agreement may be extended for an additional one (1) year period.

AMOUNT AND ACCEPTANCE OF FUNDS:

Budget Account Number: 2026-000000-2255-802400-603051

Total Agreement Amount: \$129,977.58



By Jaime Cramer at 10:25:16 AM, 9/9/2021

BACKGROUND/EXPLANATION:

MSHH was awarded an Agreement on February 6, 2019, to provide the services of two Hospital Responders to implement the Safe Streets Hospital Responder Program, for the purpose of reducing readmission of patients with a violence-related injury, especially gun and knife related injuries. The Responders implement strategies to reduce violence, intervene in scenarios of retaliation, and support wraparound services offered by MSHH.

The funding source for this activity is Casino Local Impact Grant (LIG) funds, consistent with the South Baltimore Gateway Master Plan, and as approved by the Casino Local Development Council (LDC) in its recommendations to the City on the use of these funds. The period covered by the original agreement was January 1, 2019, to December 31, 2019. On July 29, 2020, a second Agreement was awarded to MSHH to provide the Hospital Responder Program services for the period of January 1, 2020, through June 30, 2021.

This submission has is being submitted now and is retroactive to July 1, 2021, due to administrative delays.

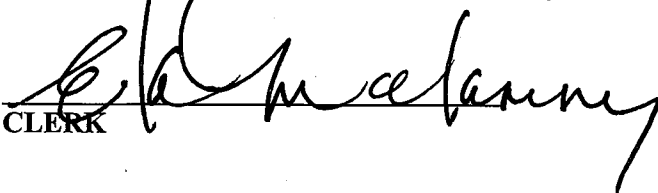
MBE/WBE PARTICIPATION:

N/A

BALTIMORE CITY RESIDENTS FIRST (BCRF):

BCRF Applicable: ___ yes x no

APPROVED BY BOARD OF ESTIMATES


CLERK

SEP 29 2021

DATE

**PROVIDER AGREEMENT BY AND BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE AND
MEDSTAR HARBOR HOSPITAL**

SEP 29 2021

THIS AGREEMENT ("Agreement") is entered into this _____, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the Mayor's Office of Neighborhood Safety and Engagement ("MONSE" or the "City") and **HARBOR HOSPITAL, INC., d/b/a MEDSTAR HARBOR HOSPITAL**, a not-for-profit formed and in good standing in the State of Maryland (the "Provider").

RECITALS

WHEREAS, the City through the Office of the Mayor makes available on an annual basis casino local impact grants, which shall be used for improvements in the communities of South Baltimore in proximity to the Horseshoe Casino, which include Cherry Hill and other neighborhoods served by the Provider;

WHEREAS, these local impact grants may be used for, among other purposes, public safety, community development and other public services and improvements, and

WHEREAS, the City desires to use these local impact grant funds for the implementation of a Safe Streets Hospital Program in Cherry Hill;

WHEREAS, the City has a need for a provider to implement a Safe Streets Hospital Responder Program on behalf of the City;

WHEREAS, the City has responsibility for oversight of this Program;

WHEREAS, the Provider is qualified to render such services; and

WHEREAS, the City hereby wishes to engage the services of the Provider and the Provider has agreed to provide the services described herein to the City.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

- 1.1 The purpose of this Agreement is for the Provider to plan and launch a comprehensive hospital-based violence intervention program that complements existing violence prevention efforts of the Safe Streets Program ("Project").

2. SCOPE OF SERVICES:

- 2.1. The Provider shall provide services as described in the scope of services which is attached hereto at **Exhibit A** and made part of this Agreement.

3. PROFESSIONAL RESPONSIBILITY:

- 3.1. The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.
- 3.2. The Provider warrants it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants it has secured all required licenses and certifications to provide services under this Agreement.

4. TERM:

- 4.1. The term ("Term") of this Agreement will commence July 1st, 2021 and will terminate on June 30th, 2022, unless otherwise extended or terminated according to terms of this Agreement. Upon mutual agreement of the parties, and approval of the board, this Agreement may be extended for an additional one (1) year period under the same terms. At least three (3) months prior to the expiration date of the initial term, the parties shall confer about whether to extend the term of this Agreement.

5. REIMBURSEMENT, BUDGET, PAYMENT

- 5.1. 5.1 In Consideration for the services performed in accordance with the attached Attachment B, the City agrees to pay the Provider the amount of ONE HUNDRED TWENTY NINE THOUSAND, NINE HUNDRED SEVENTY SEVEN DOLLARS AND FIFTY EIGHT CENTS (\$129,977.58) as the full and complete financial obligation of the City to the Provider. The Provider agrees all expenditures are to be made in accordance with the budget and scope of services provided in Attachment 1.
- 5.2. First Payment. Upon execution of this agreement, the Provider can request an advance to start or continue program operations such as payroll in an amount equal to 20% of the grant award supported by The City's General Funds not to exceed \$100,000. The Provider must submit the request in writing and plan to spend the advanced funds in accordance to their program expenditures. In addition, the Provider must submit documentation as proof of expenditures to MONSE per the Provider budget and scope before receiving the remaining portion of the total grant award. The Provider is prohibited from requesting and receiving an advance on the portion of the grant award funded by the Federal or State governments unless The City is notified prior to the advanced request and proper Federal or State authorization was received prior to distribution of funds.
- 5.3. Subsequent payment will not be processed if the advance is not fully expended and reported on. The final amount shall be made upon submission of an invoice setting forth the services provided and the City shall make every effort to pay said verified invoice within thirty (30) days of submission.

- 5.4.** MONSE shall be responsible for reimbursement of services performed under this program, subject to available funding. Payment shall be based on signed invoices from Grantee with supporting source documentation as required by MONSE. Required documentation include receipts of expenditure by the Provider, records of salaries and fringe, performance measures, narrative progress reports, and other material as provided in the Agreement. Every effort will be made to make payment to the Grantee under this Agreement within thirty (30) days of presentation of a request for payment which can be verified by the City. The City reserves the right to withhold up to 10% of reimbursement for expenses pending satisfactory performance as reflected on the final report. All invoices and performance reports shall be made using standard forms as designated by the City.

6. INSURANCE:

- 6.1.** The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.
- 6.1.1.** Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim in the event that service delivered to this Agreement either directly or indirectly, involves professional services. If coverage is purchased on a "claims made" basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis." Said policy shall be required in the event the services performed, pursuant to this agreement, either directly or indirectly, involve or require professional services. Notwithstanding the foregoing, the Parties acknowledge that the Provider's insurance coverage obligations may be fulfilled by MedStar's Risk Management Plan. Provider's liability insurance policy identified in this section may be provided through the Company's self-insurance program, Greenspring Financial Insurance Limited, a captive insurance company licensed and domiciled in the Grand Cayman Islands, which shall maintain funding for such coverage at actuarially sound levels as determined at least annually by a qualified independent actuary.
- 6.1.2.** Workers' Compensation coverage as required by the State of Maryland or other applicable State's law.
- 6.1.3.** Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim for claims arising out of bodily injuries or death, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. Such insurance shall

include contractual liability insurance.

- 6.1.4.** Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2.** The Provider's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 6.3.** To the extent of the Provider's negligence, the Provider's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected /appointed officials, employees, or agents shall not contribute with the Provider's insurance or benefit the Provider in any way.
- 6.4.** Required insurance coverage shall not be canceled or in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- 6.5.** Except for coverage of which Provider is not self-insured, insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII.
- 6.6.** The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured under General Liability as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.
- 6.7.** The Provider shall furnish to the City a "Certificate of Insurance" as verification that coverage is in force.
- 6.8.** Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required shall be a default by the Provider under this Agreement.

7. INDEMNIFICATION:

- 7.1.** The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or

unknown; (c) breach of the Provider's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or sub consultant agreements.

- 7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Provider settle any such claim, lawsuit or proceeding without City's prior written approval.
- 7.3. The City shall indemnify the Provider from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees arising or resulting from negligent acts or omissions of the City or its employees in connection with the performance of this Agreement.
- 7.4. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. TERMINATION:

- 8.1. Termination for Cause. If the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Provider has failed to cure such violation within thirty (30) days after receiving written notification from the City. The Provider will receive compensation for actual hours worked and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement. The Provider may terminate this Agreement if the City does not make payment to the Provider within sixty (60) days of written notice from the Provider that it has not received payment after submitting to the City an approved invoice according to Section 5.2.
- 8.2. Termination for Convenience. Either Party shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the Provider. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.

- 8.3. Appropriations. The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing at least thirty (30) days written notice of intent to terminate to the Provider. The Provider shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

- 9.1. The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. To the extent allowable by federal and state laws with regard to protected health information, the Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.
- 9.2. The Provider agrees to establish and maintain on a current basis:
- 9.2.1. General Journal;
 - 9.2.2. General Ledger;
 - 9.2.3. Cash Disbursement Journal;
 - 9.2.4. Payroll Register;
 - 9.2.5. Time and Attendance Records;
 - 9.2.6. Cumulative Leave Records;
 - 9.2.7. Maintain accounts receivable, accounts payable and equipment ledgers;
 - 9.2.8. Monthly Reconciliation of Bank Accounts;
 - 9.2.9. Monthly Reconciliation of Petty Cash Accounts; and
 - 9.2.10. Monthly Trial Balance.
- 9.3. The Provider further agrees that:
- 9.3.1. All checks shall be supported by official documentation;

9.3.2. All contract expenditures for service shall be supported by approved documentation; and

9.3.3. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

10. AUDITS:

10.1. The City requires each of its Providers to have an annual audit at its own (Provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. The Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

10.1.1. If the Provider expends \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").

10.1.2. If the Provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.

10.1.3. The Provider shall submit an original bound audit report and all management letters in hardcopy and PDF versions to the City within the nine (9) months after the end of its fiscal year. The Provider shall send the appropriate audit report to the Fiscal Unit of the City.

10.1.4. Irrespective of the amount of the award and of the particular audit requirements, the City has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the Provider. The City also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the Provider.

10.2. The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the City may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

11. INFRINGEMENT PROTECTIONS:

- 11.1.** The Provider represents and warrants to the City that to the best of its knowledge, any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared by the Provider in performance of services under this Agreement (the "Property") do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.
- 11.2.** The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider's prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City's written consent.
- 11.3.** Should the Property become, or in the Provider's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

12. PERPETUAL LICENSE:

- 12.1.** The Provider agrees to grant the City a perpetual enterprise license to the materials produced, prepared, generated, or created in accordance with this Agreement.

13. CONFIDENTIALITY:

- 13.1.** The Provider agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement.
- 13.2.** The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.
- 13.3.** As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal

information from unauthorized access, use, modification, disclosure, or destruction.

- 13.4.** If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider's or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.
- 13.5.** The Provider shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd- 2, as implemented at 42 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-30 I et seq.) as amended. The Provider expressly agrees that it will strictly comply with the confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 (which are incorporated herein by reference).

14. PUBLICATION:

- 14.1.** Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. MODIFICATIONS AND AMENDMENTS:

- 15.1** Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

16. COMPLIANCE WITH LAWS:

16.1. The Provider hereby represents, warrants, covenants, and agrees that:

16.1.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.1.2. The Provider's name in this Agreement is its full legal name;

16.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

16.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

16.2. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

16.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

16.2.2. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

16.3. The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

17. CRIMINAL BACKGROUND CHECKS:

17.1. The Provider covenants and agrees that it will conduct a criminal background check of the staff hired through funding from this grant prior to the employee commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Provider and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially

minors, seniors, and people with disabilities or mental illness) having contact with that individual.

18. DISPUTES:

- 18.1.** The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and materials which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

19. CITY REQUIREMENTS:

19.1. Nondiscrimination.

- 19.1.1.** The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 19.1.2.** The Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Provider shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 19.1.3.** Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Provider agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Provider has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Provider for each subcontract or supply contract. The Provider agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions. Any action by the City under this Section is only applicable to Services provided in this Agreement.
- 19.2.** MBE/WBE. The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (*See Art. 5, § 28-54, Baltimore City Code*)
- 19.3.** Conflict of Interest. No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 19.4.** Unfair Labor Practices. Notwithstanding any other provisions in instant Agreement, the Provider shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:
- 19.4.1.** Providers, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.

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

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

19.5. No Dumping. The Provider's violation of any provision of City Health Title 7 ("Waste Control"), Subtitle 6 ("Prohibited Disposal"), constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

20. MISCELLANEOUS PROVISIONS:

20.1. No Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

20.2. Severability. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

20.3. Governance.

20.3.1. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.

20.3.2. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The parties hereby irrevocably waive any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.

20.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.

20.5. Agency. Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

20.6. Notice.

20.6.1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:

Shantay Jackson, Director

Mayor’s Office of Neighborhood Safety & Engagement
100 Holliday Street
Baltimore, Maryland 21202

With copies to:

Anisha Thomas, Deputy Director – Safe Streets Program

Mayor’s Office of Neighborhood Safety & Engagement
100 Holliday Street
Baltimore, Maryland 21202

Ethan Cohen, Senior Project Coordinator

Mayor’s Office of Economic &
Neighborhood Development
100 Holiday Street
Baltimore, Maryland, 21202

FOR THE PROVIDER:

Elizabeth Sebastiao

ATTN: Community Health/Care Transformation - Administration

3001 S. Hanover Street
Baltimore, Maryland 21225

With a copy, that shall not constitute Notice, to:

Attn: General Counsel

MedStar Health, Inc. / Legal Department
10980 Grantchester Way, 8th Floor
Columbia, MD 21044

20.6.2. All Notices shall be effective upon receipt by the party to which notice is given.

20.7. Payments to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising

incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

- 20.8. Non-Hiring of Officials and Employees.** The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.
- 20.9. No Third Party Beneficiaries.** This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights, or remedies (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement and shall not absolve either party hereto of legal liability to any third party.
- 20.10. Gender.** Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.
- 20.11. Headings.** Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 20.12. Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 20.13. Recitals.** The recitals are hereby incorporated as part of this Agreement.
- 20.14. Survival.** The representations, warranties, covenants, promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 20.15. Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 20.16. Independent Contractor.**
- 20.16.1.** It is agreed by the parties that at all times and for all purposes hereunder that the Provider is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.

- 20.16.2.** The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and state law.
- 20.17. Contingent Fee Prohibition.** The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 20.18. Assignability/Subcontracting.** The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 20.19. Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.
- 20.20. Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.
- 20.21. Null and Void.** Should this Agreement not be approved by the Board, it shall be considered null and void.


**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

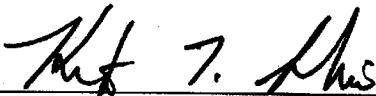
ATTEST

Custodian of the Seal

**MAYOR AND CITY COUNCIL OF
BALTIMORE**



By: _____
Shantay Jackson, Director, Mayor's Office
of Neighborhood Safety and Engagement

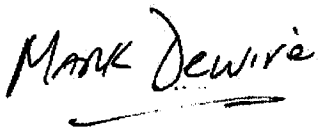
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



Keith T. Shiner, Senior Hospital Counsel

**HARBOR HOSPITAL, INC., d/b/a
MEDSTAR HARBOR HOSPITAL**


By: _____
Jill Donaldson
President, MedStar Harbor Hospital
Senior Vice President, MedStar Health



Mark Dewire, Assistant Solicitor
Chief Solicitor, 8/9/2021

**APPROVED BY THE BOARD OF
ESTIMATES**



Clerk SEP 29 2021 Date

EXHIBIT A

MEDSTAR HARBOR HOSPITAL SAFE STREETS HOSPITAL RESPONDER PROGRAM

SCOPE OF SERVICES

This Scope of Work Statement between the Mayor's Office of Neighborhood Safety and Engagement (hereinafter known as "MONSE" or "City") and Medstar Harbor Hospital (hereinafter known as the "Provider") to utilize the Provider's Safe Streets Hospital Responders (hereinafter known as "Responders") to reduce re-admission of patients with a violence-related injury, especially gun and knife related injuries, and to assist patients with access to wrap around services at Medstar Harbor Hospital.

SECTION 1. WORK TO BE PERFORMED

The Responders will implement strategies to reduce violence related to injury re-admissions, intervene in scenarios of retaliation, and support access to the wrap around services offered by Provider and affiliates.

The Responders provide direct services by means of education, advocacy, and service coordination of individuals injured through violence in order to extend the support services of Provider in collaboration with Safe Streets Baltimore.

The Responders will use the following approach:

- Will conduct an intake and risk assessment within 48-hours of the treatment of a patient who is the victim of a shooting and/or major assault wound.
- Complete appropriate assessment tools and consents with patient's signature indicating the patient's agreement to services by the Responders.
- Conduct Safe Streets Hospital Responder Enrollment Option procedures with patient and enroll those patients who accept the offer.
- Complete ongoing needs assessment through face-to-face meetings with patients ("clients" or "individuals") during home, community, and/or office visits.
- Complete appropriate re-injury prevention assessment and evaluation tools.
- Develop individual service plans with case manager and social manager based on patient's needs.
- Act as patient advocate, coordinate, and make referrals for services.
- Monitor and track services provided to patient and document all client encounters.
- Collaborate with other staff and collaborators and Safe Streets sites to formulate plans

and strategies to help resolve conflicts and prevent re-injury.

- Maintain records and client's files, update Redcap Database, write reports, compose letters and complete forms as needed.
- Participate in regular staff meetings conducted by Safe Streets and Provider and Collaborators.
- Will share data as requested by the City in compliance with legal regulations governing hospital data.

The Cure Violence/Safe Streets Model is a public health derived strategy aimed at reducing gun violence. The target populations are individuals at high risk of involvement in shootings and killings. Responders will refer patients who accept to be a participant in the Safe Streets program based on the patient possessing a minimum of four of the following criteria:

1. Member of a gang known to be actively involved in violence;
2. History of criminal activity including crimes against persons;
3. Leader of a gang actively involved in violence;
4. Pending or prior arrest(s) for weapons offenses;
5. Victim of a recent shooting;
6. Recently released from prison; and
7. Between the ages of 14 and 25.

A. Identification and Detection of Individuals and Groups at Highest Risk of Involvement in Shootings/Killings

Provider Deliverable:

Ensure Responders have the credibility, rapport, and knowledge to identify and work with individuals/groups at highest risk for involvement in shootings and killings, to include the ability to:

- Use past and developed relationships with key individuals/groups to promote use of nonviolence and prevention of shooting incidents, including retaliations;
- Establish rapport with new key individuals/groups (individuals returning to the community, etc.); and
- Meet with key individuals/groups on a daily basis.

B. Change Behavior and Norms

Provider Deliverable:

Through credibility and rapport, ensure Responders are working to change the behaviors and norms supportive of violence in target community. To include:

- Distribution of public education materials promoting the use of nonviolence;
- Providing information regarding available resources, (job training, education, substance abuse treatment, etc.);
- Assisting in Safe Street Site *Shooting Responses*, should violence occur;
- Partnering with community groups/organizations to conduct and/or participate in community events; and
- Communicating nonviolence strategies to key individuals/groups/patients.

C. Mobilize Community

The Responders are responsible for participating in community mobilization to change norms within the neighborhood. This is done through planning and participating in community activities and public education efforts, assisting with coalition building, and leading and participating in activities to engage the community in this intervention.

Provider Deliverable:

- Provider will provide evidence of informing partners of ways to become involved in the initiative, which may include: providing in-kind services, access to programming, attending and advertising monthly events and shootings responses, etc., in the monthly report.
- The Provider should assist the Safe Streets site staff with building rapport and fostering relationships with their existing community partners.

D. Use Data to Inform Interruption Efforts

Provider Deliverable:

- Provider will complete Data Form provided by MONSE (**Attachment 1**) for every patient the Responders engage or submit own report of required information, with MONSE approval
- Map all data associated with the intervention to include:
 - Locations of violent crimes
 - Locations of canvassing/interruption efforts
 - Locations of established relationships with key individuals

- Confirmed hot spots
- Locations of mediations
- Use data to inform interruption strategies and identify daily plan

E. Staffing

Provider Deliverable:

Responders will be trained in the Cure Violence model of the National Network of Hospital Based Violence Intervention Programs to use credible community messengers to intervene in situations of retaliation, to connect the patient with Safe Streets if applicable, and to be the link between the patient and their wrap- around care and services.

Staffing for the program will consist of:

- One (1) FTE Hospital Responder
- One (1) PT Hospital Responder
- Responders are employed during the hours when violence-related injury is most likely to occur. Constant data analysis may require hours to be adjusted for a variety of reasons, i.e. seasonal changes, shooting trends, etc. To change work hours, supporting documentation (crime data) must be submitted to MONSE. Hours worked must be documented and verified by Provider.
- Responders are active members of the Safe Streets Cherry Hill team and will participate in daily site briefings and debriefings, before and after their shifts at MedStar Harbor. The Safe Streets Cherry Hill Site Director and Violence Prevention Coordinator (VPC) will be the point of contact for the Responders, and the VPC will track the Responders performance in the Safe Streets Baltimore CiviCore database. Responders will be expected to participate in site coordination of activities and community events.
- Responders are expected be in communication with the Safe Streets community sites to identify potentially violent situations and key individuals and interrupt potential violence through conflict mediation. Contact with key individuals and conflict mediations shall be documented.

Other duties for Responders:

- Identify and build relationships with staff of agencies that provide employment and educational assistance and other services needed by Safe Streets participants and community members.
- Continuously work to broaden and strengthen community relationships, with special efforts to reach out to key community agencies, including faith community leaders who are not involved with Safe Streets and establish relations with them.

- Assist with administrative duties, including but not limited to:
 - Expenditure requests/reports
 - Monthly audits
 - Program reports

SECTION 2: PERSONNEL POLICIES AND PROCEDURES:

A. Personnel

The Provider is responsible for ensuring compliance with all personnel requirements identified below for staff funded in whole or in part by the Safe Streets program.

Responders shall be selected by a community panel consisting of at least one representative of the Provider, a representative of MONSE, a member of the Safe Streets Cherry Hill staff, a Law Enforcement representative, and at least one other individual who lives or works in the community.

Hospital Responder Staff:

Responders must possess street knowledge of Baltimore City and the ability to work with key individuals at greatest risk for involvement in shootings. They must maintain credibility and the respect of the individuals they aim to work with in the community.

The Responders shall be selected from a pool of candidates to include current outreach workers, community residents, ex-offenders (except those convicted of domestic violence, child abuse or a crime of a sexual nature unless the candidate was convicted of domestic violence ten or more years ago), and others with a demonstrated ability to relate to the target population. If the individual to be hired was previously employed by the Provider in the position that she/he would fill, she/he must have vacated the position in good standing. Responders shall be hired upon the recommendation of the community panel. Inclusion of other community representatives is encouraged. Up to two representatives of a single organization may participate on a panel provided the organization has only one “vote” in the selection of candidates to whom offers of employment will be extended. No candidates shall be offered employment without the agreement of MONSE and the Provider.

Candidates who are deemed qualified by the panel but are not offered a position will be considered eligible for hiring for up to four months following the date of their interview with the panel. Hiring or reinstatement of any personnel shall be contingent upon these individuals successfully passing a criminal background check and drug screening.

Providers, with assistance from MONSE, must reevaluate all staff members at a minimum of once per year, to ensure team members still possess the credibility and skills needed to work with key individuals/groups. Individuals who no longer possess the necessary rapport and skills will receive assistance in transitioning to alternate employment.

Requests for reimbursement for compensation paid to persons hired in violation of this process will not

be approved.

All potential hires must adhere to the Provider's approved ex-offender hiring policy. A sample policy is provided in **Attachment 2**.

Provider Deliverable:

- All personnel hired pursuant to this Agreement shall meet the requirements detailed in the position description included in **Attachment 3**. The Provider agrees to maintain records documenting compliance with all aspects of this hiring process.
- Provider must be in compliance with the hiring process.
- Staff hired as full time workers will be offered the following benefits, at a minimum: unemployment compensation, social security and healthcare, in addition to an hourly or salaried wage.
- Criminal background checks must be completed for each individual to be hired, including those who admit to having been convicted of felonies and/or having served time in prison.
- New hires must be drug tested to assure they are drug-free and agree to periodic drug testing as part of a program of random testing or for cause.

B. Professional Development/Training

Providers are required to advise all staff members of available support services offered through employment and/or insurance (i.e., counseling, health and wellness services, legal assistance, etc.). Additionally, Providers should inform staff of all services available through partnering agencies and organizations.

Provider Deliverable:

- Ensure all staff members are aware of available support services.
- Successful candidates are required to complete the basic outreach worker training delivered by Cure Violence and MONSE within 30 days of their employment with the Provider, if the training is available in Baltimore or at another site nationwide.
- Successful candidates are required to complete 40 hours of Cure Violence Hospital Responder training delivered by MONSE within 30 days of their employment with the Provider.
- Participation of staff in all trainings, problem-solving and information sharing sessions, and other meetings required by the MONSE; notice of these meetings will be forwarded to the Provider by MONSE in advance of the meetings.

C. Equipment

Provider Deliverable:

Individuals hired pursuant to this Agreement will be provided with the equipment they need to fulfill their duties, including cell phones and access to a computer with internet service, and a base of operation located in or in close proximity to the target post(s).

D. Personnel Monitoring

Provider Deliverable:

- Notification to MONSE in writing of vacancies, suspensions or terminations of staff paid by this Agreement within 48 hours of any employee's change in status.
- Hours for each employee must be maintained on site, approved by a supervisor, and made available for MONSE review upon request.
- Provider must conduct monthly checks every thirty (30) days during the employee's length of employment to ensure that they have not been arrested and/or convicted of any new charge(s). The Provider may obtain publicly available information via their law enforcement contact or the State of Maryland's criminal database, which is available to the public (Maryland Case Search). **All arrests and convictions must be reported to MONSE within two (2) business days. Any worker arrested and charged with a felony or serious misdemeanor must at minimum, be suspended pending review by a personnel committee. Any employee convicted of a felony or misdemeanor must be terminated.**
- Providers must agree to institute disciplinary measures for employees who fail to perform job duties as described in Section 1. Disciplinary action should include, but are not limited to, verbal warnings, written warnings, suspension and termination.
- Providers must collect work-related property from staff at the point of separation, i.e., uniforms.
- The Provider, with MONSE assistance, will conduct an assessment of each staff member on a yearly basis, at minimum, to ensure they possess the skills and knowledge necessary to provide violence interruption for their assigned area. Staff members who no longer possess the credibility or required relationships with key individuals/groups may be terminated from employment.
- The Provider must perform random drug testing for all Responder staff. The Provider must ensure all staff members are randomly tested at a minimum of once per contract period.
- Results of criminal background checks and drug tests should be retained by the Provider in a secure location and available for review during the monthly audit.
- The Provider must submit their Arrest/Conviction and Substance Abuse policies to MONSE.

SECTION 3: FISCAL

A. Budget

The Provider agrees to perform the activities specified in Section 1 of this Scope of Services for costs detailed in the budget (see **EXHIBIT B**).

Provider Deliverable:

- The Provider must create a budget providing the reasonable allocations to each budget line and must submit the budget to MONSE for approval.
- The Provider must submit the budget using the appropriate forms provided in **Attachment 4** as well as a budget narrative.
- Modifications made to the budget involving more than a 10% adjustment within line items require prior written approval of the MONSE.
- All purchases in excess of \$500 require prior MONSE approval, unless items are covered in the approved budget
- The Provider must retain all original source documentation for examination by MONSE upon request.

B. Reimbursement

The Provider may request payment be made monthly or quarterly. MONSE shall reimburse the Provider for satisfactorily rendering services, at the sole discretion of MONSE. MONSE shall use reasonable efforts to make payment within thirty (30) days of presentation of a request for payment by the Provider.

Payment of the next month's reimbursement will be contingent on the Provider submitting satisfactory documentation of the previous month's expenses.

All reimbursement requests must be submitted using the Safe Streets Baltimore Financial Forms (**Attachment 4**).

Provider Deliverable

- Fiscal Activity Reports: The Provider agrees to submit invoices for billing in a format prescribed by MONSE on a monthly basis. All invoices shall be signed and dated by authorized personnel on the site. Failure of the Provider to submit required invoices in a timely manner will be considered immediate grounds for the suspension of this Agreement and justification for non-renewal of future contracts.
- The Provider shall submit requests for payment by the 10th day of the following month. In the event that the 10th day does not fall on a business day, the request for payment shall be sent on the next business day. Provider's request for payment shall indicate the time periods and services for which payment is requested, and shall adhere to

instructions and format to request payment for services provided.

- The Provider is expected to retain all original source documentation for examination by MONSE (bills, invoices, receipts, payroll registers, timesheets etc.) for a period of three years after the date of the final payment under this Agreement or pursuant to any applicable statute of limitations.

SECTION 4: PROGRAM DOCUMENTATION

The Provider is responsible for maintaining records to document all program activity including but not limited to:

- Daily logs
- Incident details
- Team Meeting forms
- Individual Supervisions

Program Deliverable:

- The Provider agrees to maintain the records required by MONSE to document activity completed by Provider personnel under this Agreement (completion of the work described in this Agreement and the achievement of the results described in Section 1 of this contract).
- The Provider agrees to complete, at a minimum, the forms listed in the **Attachments**. All documentation must be stored in a locked and/or secure file and be made available for review by MONSE.
- Timesheets during this Agreement period for all staff funded under this Agreement are required to be maintained on site, approved by a supervisor, and available for review during the MONSE monthly audit. Documentation of work completed by funded staff should reflect the time staff are paid by the contract.

SECTION 5: REPORTING REQUIREMENTS

Monthly Program Activity Reports measure the efforts of the team for the reporting period.

Monthly reports must contain the following (reporting document to be provided):

- Number of key individual contacts

- Copies of completed intake and assessment forms
- Copies of Weekly Team Meeting forms
- Criminal background checks
- Specific geographic locations of where violent events occur surrounding the hospital

Additional information may be requested by MONSE of the Provider.

Provider Deliverable:

- The Provider agrees to submit program data and other information required by MONSE regarding activities and outcomes in a form and manner according to a schedule specified by MONSE.
- All records created and maintained in conformance with the terms of this Agreement shall, in the event of the termination of this Agreement, become the property of MONSE, to the extent the records do not include protected health information. The Provider agrees to notify MONSE to arrange a time for pickup or delivery of records.

SECTION 6: PROPERTY

Equipment procured pursuant to this Agreement is to be used to implement the Safe Streets Hospital Responder program in the community served by the Provider.

Provider Deliverable:

- A record of items purchased, the purchase price and location of the item shall be reported to MONSE at the end of the contract period.

SECTION 7: PROVIDER OVERSIGHT

Compliance with all requirements is considered essential to the successful implementation of the Safe Streets Hospital Responder Program. Responders will be directly supervised by assigned MedStar staff (Manager, Emergency Department and Director, Community Health) with coordination from Safe Streets Site Director. MONSE will provide performance and contractual oversight and management. Therefore, the Provider must:

- Maintain appropriate supervision and overall management of the project;
- Meet on a weekly basis with responders to address any barriers, opportunities for workflow and personnel improvement, and distribution of caseloads between the Responders; and to review coordination efforts with Safe Streets team;
- Ensure that program staff are adhering to all conditions set forth in this Agreement;
- Have knowledge of site operations, progress towards outcomes and areas in need of improvement; and,

- Must be involved in the creation and implementation of a corrective action plan, if required by MONSE. See **Attachment 6** for the corrective action plan.

Provider Deliverable:

- Schedule regular meetings with Responder staff to discuss progress towards outcomes and address issues/needs.

SECTION 8: MEDIA

Media plays a crucial role in promoting the public health message, creating a positive perception of the initiative by the public, and serving as a platform for potential funding opportunities. Both MONSE and the Provider will notify each other immediately about any media inquiries, reports, publications, or interviews by MONSE, the Provider, and/or Responder(s) that relates to the program. MONSE will provide media training and refreshers to the Responders.

Provider Deliverable:

- Provider will have all Responder staff paid with funds from this contract who will participate in media interviews successfully complete a media training provided by MONSE.
- The Provider agrees that only staff that has successfully completed the media training will be eligible for interviews with media representatives.
- The Provider agrees to notify MONSE of all media coverage within five (5) business days of contact with media outlet.

SECTION 9: FURTHERANCE OF PARTNERSHIP

No individual, agency, or entity may utilize the Safe Streets brand name or logo except as specified in this Agreement, and only with the prior approval of MONSE. Unauthorized use of the Safe Streets brand can result in contract termination and/or legal action. Providers who fail to implement Safe Streets as described in Section 1 of this Agreement forfeit their right to use the Safe Streets logo and name.

Provider Deliverable:

- The Provider agrees to utilize the Safe Streets logo on its publications and acknowledge MONSE as a co-sponsor of its anti-violence events related to this specific program.
- Including but not limited to, printed materials (fliers, posters, event promotions, promotional materials, etc.), videos and collateral items related to this specific program.

- The Provider agrees to utilize funds received to implement Safe Streets Hospital Responder Program from other sources to implement the strategies described in this agreement. Any funding received from additional sources to implement, maintain, or enhance the Safe Streets initiative must be reported to MONSE in writing within 30 days of receipt.
- Funding for enhancements must be in adherence to the Cure Violence/Safe Streets model and cannot be for projects outside of the scope of work. Enhancements to the program must be reported to MONSE in writing prior to implementation.

SECTION 10: RELATIONSHIP WITH FUNDER

MONSE agrees to provide the following to facilitate implementation of the Safe Streets Hospital Responder Program:

- Technical assistance, both on and off-site, to Provider to facilitate the successful implementation of the model. This includes:
 - Assisting the Provider to implement and sustain the initiative according to the model; AND
 - Providing onsite assistance for analysis of all publicly available crime data relevant to the project.

Initial and Ongoing Training for all site staff related to the successful implementation of Safe Streets.

Materials, if available, to be used in public education and other efforts to persuade those at risk of involvement in shootings or killings to change their behavior and members of their community to become involved in Safe Streets.

Documentation information and data about the impact of Safe Streets in partner communities and any research that supports the work MONSE and its partners are engaged in.

Publicize the work of the project and its partners.

Monitoring its work and that of partners to ensure that professional management of all aspects of the Safe Streets Hospital Responder Program, including MONSE's fiduciary duties. This includes:

- Monthly review of program files.
- Monthly Site Visits with the Responders.
- MONSE will collect and review performance data on a regular basis. This data will be used to assist the Provider to plan its activities and strategies and to address any problems quickly and effectively.

- **Fiscal Support** including training on preparation and submission of required reports and **reimbursement for invoices within 30 days of receipt of all required documentation.**

The Provider must cooperate and be responsive to MONSE's monitoring efforts.

Evaluation: MONSE will separately provide support for an evaluation of Safe Streets Hospital Responder Program.

MONSE and the Provider will work with the Evaluator to design and conduct the evaluation, establish reporting and record keeping requirements, establish performance measures, design data collection tools, and other activities related to evaluation of the program, to the extent that these procedures have been approved by a Johns Hopkins Committee for the Protection of Human Subjects and procedures are consistent with relevant Federal and State legislation and policies.

Attachments to this Scope of Services section:

1. Data Form
2. Sample of Ex-Offender Hiring Policy
3. Position Description
4. Safe Streets Baltimore Financial Forms
5. Corrective Action Plan

ATTACHMENT 1 – DATA FORM

Safe Streets Hospital Responder Program Quarterly Data Report

Violence Prevention	Conflict mediations conducted by Hospital Responders, total							
	% of Hospital Responder participants that have previously experienced other violent injury							
	% of Hospital Responder participants that have previously experienced gun violence							
	% of Hospital Responder participants ever returned to the hospital for violent injury							
Hospital Service Utilization	# additional hospital service visits completed, average							
	% follow up hospital appointments attended							
	% referrals completed successfully							
	# referrals made per patient, average							
Hospital Responder Outputs	# successful contacts per patient, average							
	% Assault/ Blunt Force							
	% Stabbing							
	% Gunshot							
Injury Type	% 55 and over							
	% 35 - 54							
	% 18 - 34							
	% Under 18							
Age Category	% Male							
	% Female							
Gender	% Hispanic or Latino							
	% Other							
Ethnicity	% White							
	% Black or African American							
Race	Average length of engagement, days							
	Total # patients closed out							
	Total # new patients							
	Total # patients served							
Patient Volume								
Quarter	Q1: July - Sep; Q2: Aug - Dec; Q3: Jan - Mar; Q4: Apr - June	Q1	Q2	Q3	Q4			
Fiscal Year	FY 2022	FY22	FY22	FY22	FY22			
Hospital Name	MedStar Harbor Hospital (MSHH)	MSHH	MSHH	MSHH	MSHH			

ATTACHMENT 2 – SAMPLE OF EX-OFFENDER HIRING POLICY



Policy Number 115
Effective Date: June 11, 2018
Revised: March 01, 2021

Background Investigations

Policy Statement

Hiring and promoting qualified individuals to fill positions contributes to our overall strategic success. Each associate is hired/promoted to make significant contributions. To ensure the quality of its associates and, through them, the best possible care and service to its patients and customers, MedStar Health seeks to hire the most qualified candidate for each vacancy.

Philosophy Statement

MedStar Health is committed to being an employer of choice by attracting, developing, and retaining skilled and engaged associates through the use of best practice employment procedures.

Procedure

I. General Guidelines

To ensure that individuals who join MedStar Health are well qualified and have a strong potential to be productive and successful associates, it is our policy to investigate the backgrounds of applicants who have accepted an offer of employment. Background investigations are conducted for all external new hires, re-hires and individuals hired from a temporary agency assignment. The background investigation is conducted post-offer, pre-employment on any individual providing services to the Company within any business unit or facility, in accordance with any applicable state and federal law. All job offers are conditioned on the successful completion of the background investigation.

Generally, MedStar Health does not repeat background investigations for internal promotions/transfers. However, additional verifications may be conducted should the new position require more stringent requirements than the previously held position. In addition, MedStar Health may conduct or repeat a background investigation if the associate is transferring to another MedStar entity, when the prior background documents cannot be produced or if there are missing checks in the document on file. Decisions related to repeating background investigations in situations of promotions and transfers are made based on all facts and circumstances.

New/additional verifications or review of the original background investigation will be conducted when a prior criminal issue(s) was previously dismissed as not job-

related but is now job-related to the new position. An individualized assessment of the criminal issue(s) will be required (See section titled "Criminal Charges and Convictions".)

MedStar Health may conduct a background investigation during the employment of an associate on a case-by-case basis (for example; as part of an internal investigation or when an associate self-reports a criminal issue, etc.), even if not required by this policy under the direction of the HR leader and legal and in accordance with federal and state law.

Employment applications, applicant phone screens, and interviews will not inquire about an applicant's criminal record until after the applicant verbally accepts an offer of employment.

II. Background Investigation Authorization and Process

Background investigations require prior authorization from candidates and may be conducted by a third-party vendor.

At a minimum the background investigation will include following checks: Criminal Records Search, Sex Abuse Registries Search, FACIS Level III Search, Employment Verifications, and a Social Security Number Trace.

III. Criminal Charges and Convictions

When a background investigation reveals a criminal conviction within the last 7 years, or a currently pending criminal charge, the candidate's employment will be subject to an individualized assessment to assure that appropriate mitigating or exacerbating factors are considered in each case (e.g., the nature of the job, the nature of the criminal issue, the age of the candidate at the time of the issue, the total number of criminal issues, and any evidence of mitigation or rehabilitation). As part of that assessment, candidates will be given an opportunity to explain the situation and offer evidence of rehabilitation or mitigation.

If, after consideration of relevant factors, MedStar Health concludes that the job offer should be rescinded, it will notify the candidate in writing of its decision.

IV. Contingent Staff/Non-Associates

Contingent staff/non-associates are expected to successfully complete a criminal background investigation in accordance with MedStar Health requirements. All third-party vendors are responsible to ensure contingent staff/non-associates meet MedStar Health clearance requirements before the start of an assignment.

V. Responsibilities

Leaders

- Be aware of and familiar with this policy and other policies and procedures related to hiring and selection, including but not limited to; MedStar Health's EEO, ADA and other applicable policies, procedures related to selection requirements.
- Afford equal opportunity to all associates and job applicants in aspects of employment related to hiring, promotions, and transfers.
- Understand that no questions concerning prior criminal activity may be asked during a job interview. Documentation must be retained for a period no less than two years.

Applicants and Associates

- After receiving a job offer, new hires must complete a form authorizing MedStar Health to conduct a background investigation.
- Associates who are transferring or being promoted within MedStar, who have had a background check upon initial hire to MedStar, do not require a second background check unless the position being offered requires a more stringent check than was completed originally.

Human Resources

- Assist in educating leaders, associates and third-party, vendors as applicable, regarding this policy, its requirements, and their responsibilities
- Ensure that the Company's EEO, ADA and other applicable policies are adhered to in the hiring and selection of applicants, both internal and external, for all positions
- Serve as a resource for leaders and associates in need of assistance or information on the selection and employment process.

Please contact Human Resources with any questions regarding this policy.

Provisions of this policy apply to all associates to the extent they do not conflict with relevant terms of an applicable contract.

ATTACHMENT 3 – POSITION DESCRIPTION

RESPONSIBILITIES:

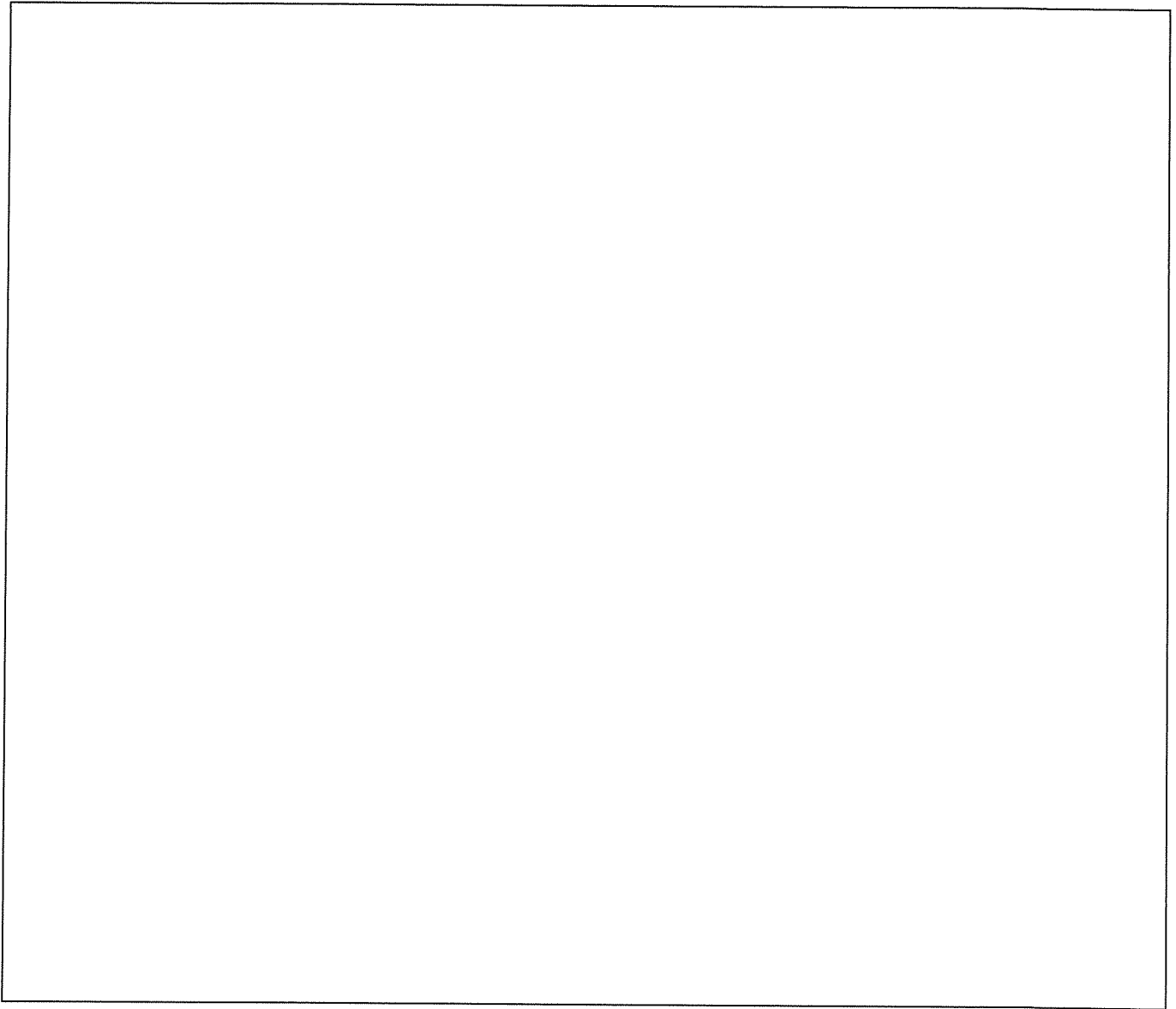
The Hospital Responder of the Medstar Safe Streets Hospital Responder Program will be responsible for:

- Implementing the direct intervention activities of the Safe Streets Hospital Responder Program including supporting the work of the Hospital Case Managers and the Hospital Responders.
- Implementing trauma-informed and culturally relevant programming in coordination with Safe Streets Baltimore, Mayor's Office of Criminal Justice, and Cure Violence.
- Meets with interested patients and loved ones following a violent injury for follow-up assistance during their recovery from their injuries
- Assesses patients and visitors for follow-up needs and facilitates linkage to appropriate supportive services
- Facilitates linkage of injured individuals to appropriate Safe Streets community sites for those residing in Safe Streets communities
- Facilitates linkage of injured individuals to community resources and/or other programs that assist the participant develop resources and establish a relationship with positive social support networks.
- Travels extensively to community locations and various agencies and outreach organizations within the community to establish relationships with providers of services needed by at-risk participants.
- Acts as participant advocate, coordinates and makes referrals for services. Monitors and tracks services provided and must document all participant encounters and contracts made on behalf of participants.
- Coordinates and monitors services, including comprehensive tracking of participant activities in relation to action plan.
- Collaborates with other staff to formulate action plans and strategies to help resolve conflicts and prevent shootings.
- Develops relationships with key community partners to identify issues, as well as offer alternatives to at-risk individuals.
- Maintains records and participant related files, writes reports, composes letters and completes forms, as appropriate.
- Participates in regular staff meetings conducted by Safe Streets Baltimore and the hospital.

QUALIFICATIONS:

- Experience working with at-risk youth and gang members.
- Ability to effectively communicate with Community groups and gang members.
- Skill in interviewing participants to determine their needs to reduce violence within the Community.
- Comfortable working with participants recently violently injured in a medical setting
- Knowledge of Safe Streets target communities and the ability to closely interact with gang members and high-risk individuals.
- Must have demonstrated the tenacity and audacity to approach members of prominent gang factions in the area to gain credibility.
- Knowledge of community health care and vocational services.
- Ability to monitor, assess and record participant progress against plan and make adjustments to plans and services.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Experience or training in crisis intervention

ATTACHMENT 4 -- SAFE STREETS BALTIMORE FINANCIAL FORMS



Safe Streets Baltimore

Schedule of Budgeted Salary and Fringe Costs

Period: 1/1/19-12/31/19

SALARY AND FRINGE SCHEDULE

No.	Job Title	Employee Name	Gross Annual Salary	Percentage of column D for this project	# of months	Salary for this project	FICA	State Unemployment	Workers Compensation	Health	Pension	Total Fringe	Total Salary and Benefits
												0.00%	
1													
2													
3													
4													
5													
6													
7													
Total		Total	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Safe Streets Baltimore Schedule of Equipment Cost

[illegible]

ATTACHMENT 5 -- SAFE STREETS BALTIMORE FINANCIAL FORMS



CORRECTIVE ACTION PLAN

Upon receipt of notification of noncompliance, sites may have, at the discretion of MOCJ, five (5) business days to submit this corrective action plan to resolve the identified issue(s). Please detail the course of action you will take to remedy the Area(s) of Concern in the *Action Steps* section. Next to each step please identify the proposed date that the step will be completed.

Once Plan is approved, sites may have thirty (30) days, at the discretion of MOCJ, to enact Plan and ensure compliance in each of the areas specified. Matters not resolved in accordance with the approved corrective action plan may, at the discretion of MOCJ, result in the issuance of a written notice of contract suspension.

Area(s) of Concern -

Action Steps	Proposed Date of Step Completion
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Area(s) of Concern -

Action Steps	Proposed Date of Step Completion
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

There is no minimum or maximum number of Action Steps

Site Staff Signature

Date

Date received: _____

MOCJ Office Use Only:

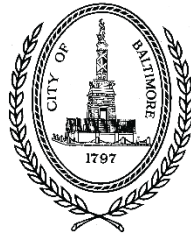
Plan Approved: _____ YES _____ NO

MOCJ Staff Signature

D _____

EXHIBIT B – BUDGET

	FTE	FY22
Personnel		
Hospital Responder #1	1.0	38,250.00
Hospital Responder #2	1.0	38,250.00
Program Director, Community Health	0.15	16,500.00
Fringe Benefits (23%)		
Hospital Responder		21,390.00
Total Personnel Cost		114,390.00
Non-Personnel		
Travel		
Local Travel for Patient (Lyft/Cab/Taxi)		400.00
Mileage (Personal)		400.00
Client Activities		2,500.00
Subtotal Travel		3,300.00
Equipment		
Employee Phones		105.00
Cell Service		1,350.00
Cell Phone Activation		150.00
Uniforms		500.00
Subtotal Equipment		2,105.00
Sub Total Direct Costs		119,795.00
Indirect Costs (8.5%)		10,182.58
TOTAL		129,977.58



TO: Board of Estimates/Office of the Comptroller

FROM: Shantay Jackson *saj*

SUBMITTING AGENCY: Mayor's Office of Neighborhood Safety and Engagement

MONSE

DATE: May

SUBJECT: MONSE Medstar Hospital-based Responder Contract

CONTRACT GRANT NUMBER: N/A

ACTION REQUESTED OF THE: The Board is requested to approve this retroactive contract between MONSE and Medstar.

PERIOD OF CONTRACT AGREEMENT: -

AMOUNT OF MONEY AND SOURCE: \$ -



By Jaime Cramer at 4:02:35 PM, 5/26/2022

BACKGROUND EXPLANATION: The purpose of this agreement is for the provider to plan and launch a comprehensive hospital-based violence intervention program that complements existing violence prevention efforts of the Safe Streets Program

LATE STATEMENT:

This agreement is late due to administrative delays.

MEET PARTICIPATION:

APPROVED FOR ONSITE DISTRIBUT:

EMPLOY BALTIMORE:

LIVING AGE:

LOCAL HIRING:

FOR POLICE ART:

The headers below are for use by reviewing departments ONLY. Please leave them as blank spaces for official endorsements and signatures.

FINANCE HAS REVIEWED:

LA DEPARTMENT HAS REVIEWED:

MANAGEMENT HAS REVIEWED:

AUDITS HAS REVIEWED:

APPROVED BY THE BOARD OF ESTIMATES:

DRAFT

**PROVIDER AGREEMENT BY AND BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE AND
MEDSTAR UNION MEMORIAL AND MEDSTAR GOOD SAMARITAN**

THIS AGREEMENT ("Agreement") is entered into this 4/4/22, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through the Mayor's Office of Neighborhood Safety and Engagement ("MONSE" or the "City") and **THE GOOD SAMARITAN HOSPITAL OF MARYLAND, INC.**, a Maryland corporation doing business as MedStar Good Samaritan Hospital ("MGS"), **THE UNION MEMORIAL HOSPITAL OF MARYLAND, INC.**, a Maryland corporation ("UMH") doing business as MedStar Union Memorial Hospital (MGS and UMH are each referred to in this agreement as the "Provider" and together as the "Providers".

RECITALS

WHEREAS, the City through the Office of the Mayor makes available on an annual basis casino local impact grants, which shall be used for improvements in the communities of South Baltimore in proximity to the Horseshoe Casino, which include Cherry Hill and other neighborhoods served by the Provider;

WHEREAS, these local impact grants may be used for, among other purposes, public safety, community development and other public services and improvements, and

WHEREAS, the City desires to use these local impact grant funds for the implementation of a Safe Streets Hospital Program in Cherry Hill;

WHEREAS, the City has a need for a provider to implement a Safe Streets Hospital Responder Program on behalf of the City;

WHEREAS, the City has responsibility for oversight of this Program;

WHEREAS, the Provider is qualified to render such services; and

WHEREAS, the City hereby wishes to engage the services of the Provider and the Provider has agreed to provide the services described herein to the City.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

- 1.1 The purpose of this Agreement is for the Provider to plan and launch a comprehensive hospital-based violence intervention program that complements existing violence prevention efforts of the Safe Streets Program ("Project").

2. SCOPE OF SERVICES:

- 2.1. The Provider shall provide services as described in the scope of services which is attached hereto at **Exhibit A** and made part of this Agreement.

3. PROFESSIONAL RESPONSIBILITY:

- 3.1. The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.
- 3.2. The Provider warrants it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants it has secured all required licenses and certifications to provide services under this Agreement.

4. TERM:

- 4.1. Subject to approval of the Baltimore City Board of Estimates (the "Board") term ("Term") of this Agreement be retroactive to July 1st, 2021 and will terminate on June 30th, 2022, unless otherwise extended or terminated according to terms of this Agreement. Upon mutual agreement of the parties, and approval of the Board, this Agreement may be extended for an additional one (1) year period under the same terms. At least three (3) months prior to the expiration date of initial term, the parties shall confer about whether to extend the term of this Agreement.

5. REIMBURSEMENT, BUDGET, PAYMENT

- 5.1. 5.1 In Consideration for the services performed in accordance with the attached Attachment B, the City agrees to pay the Provider the amount of **ONE HUNDRED SEVEN THOUSAND, SEVEN HUNDRED FOUR DOLLARS AND ZERO CENT (\$107,704.00)** as the full and complete financial obligation of the City to the Provider. The Provider agrees all expenditures are to be made in accordance with the budget and scope of services provided in Attachment 1.
- 5.2. First Payment. Upon execution of this agreement, the Provider can request an advance to start or continue program operations such as payroll in an amount equal to 20% of the grant award supported by The City's General Funds not to exceed \$100,000. The Provider must submit the request in writing and plan to spend the advanced funds in accordance to their program expenditures. In addition, the Provider must submit documentation as proof of expenditures to MONSE per the Provider budget and scope before receiving the remaining portion of the total grant award. The Provider is prohibited from requesting and receiving an advance on the portion of the grant award funded by the Federal or State governments unless The City is notified prior to the advanced request and proper Federal or State authorization was received prior to distribution of funds.
- 5.3. Subsequent payment will not be processed if the advance is not fully expended and reported on. The final amount shall be made upon submission of an

invoice setting forth the services provided and the City shall make every effort to pay said verified invoice within thirty (30) days of submission.

- 5.4. MONSE shall be responsible for reimbursement of services performed under this program, subject to available funding. Payment shall be based on signed invoices from Grantee with supporting source documentation as required by MONSE. Required documentation include receipts of expenditure by the Provider, records of salaries and fringe, performance measures, narrative progress reports, and other material as provided in the Agreement. Every effort will be made to make payment to the Grantee under this Agreement within thirty (30) days of presentation of a request for payment which can be verified by the City. The City reserves the right to withhold up to 10% of reimbursement for expenses pending satisfactory performance as reflected on the final report. All invoices and performance reports shall be made using standard forms as designated by the City.

6. INSURANCE:

- 6.1. The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.

- 6.1.1. Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim in the event that service delivered to this Agreement either directly or indirectly, involves professional services. If coverage is purchased on a "claims made" basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis." Said policy shall be required in the event the services performed, pursuant to this agreement, either directly or indirectly, involve or require professional services. Notwithstanding the foregoing, the Parties acknowledge that the Provider's insurance coverage obligations may be fulfilled by MedStar's Risk Management Plan. Provider's liability insurance policy identified in this section may be provided through the Company's self-insurance program, Greenspring Financial Insurance Limited, a captive insurance company licensed and domiciled in the Grand Cayman Islands, which shall maintain funding for such coverage at actuarially sound levels as determined at least annually by a qualified independent actuary.
- 6.1.2. Workers' Compensation coverage as required by the State of Maryland or other applicable State's law.
- 6.1.3. Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim for claims arising out of bodily

injuries or death, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. Such insurance shall include contractual liability insurance.

- 6.1.4. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2. The Provider's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 6.3. To the extent of the Provider's negligence, the Provider's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with the Provider's insurance or benefit the Provider in any way.
- 6.4. Required insurance coverage shall not be canceled or in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- 6.5. Except for coverage of which Provider is not self-insured, insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII.
- 6.6. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured under General Liability as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.
- 6.7. The Provider shall furnish to the City a "Certificate of Insurance" as verification that coverage is in force.
- 6.8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required shall be a default by the Provider under this Agreement.

7. INDEMNIFICATION:

- 7.1. The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a)

breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Provider's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or sub consultant agreements.

- 7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Provider settle any such claim, lawsuit or proceeding without City's prior written approval.
- 7.3. The City shall indemnify the Provider from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees arising or resulting from negligent acts or omissions of the City or its employees in connection with the performance of this Agreement.
- 7.4. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. TERMINATION:

- 8.1. Termination for Cause. If the Provider shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Provider shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement, provided the Provider has failed to cure such violation within thirty (30) days after receiving written notification from the City. The Provider will receive compensation for actual hours worked and actual expenses incurred for any approved invoices related to work completed prior to such termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement. The Provider may terminate this Agreement if the City does not make payment to the Provider within sixty (60) days of written notice from the Provider that it has not received payment after submitting to the City an approved invoice according to Section 5.2.
- 8.2. Termination for Convenience. Either Party shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the Provider. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work

accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.

- 8.3. Appropriations. The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing at least thirty (30) days written notice of intent to terminate to the Provider. The Provider shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

- 9.1. The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. To the extent allowable by federal and state laws with regard to protected health information, the Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.
- 9.2. The Provider agrees to establish and maintain on a current basis:
 - 9.2.1. General Journal;
 - 9.2.2. General Ledger;
 - 9.2.3. Cash Disbursement Journal;
 - 9.2.4. Payroll Register;
 - 9.2.5. Time and Attendance Records;
 - 9.2.6. Cumulative Leave Records;
 - 9.2.7. Maintain accounts receivable, accounts payable and equipment ledgers;
 - 9.2.8. Monthly Reconciliation of Bank Accounts;
 - 9.2.9. Monthly Reconciliation of Petty Cash Accounts; and
 - 9.2.10. Monthly Trial Balance.

9.3. The Provider further agrees that:

9.3.1. All checks shall be supported by official documentation;

9.3.2. All contract expenditures for service shall be supported by approved documentation; and

9.3.3. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

10. AUDITS:

10.1. The City requires each of its Providers to have an annual audit at its own (Provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. The Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

10.1.1. If the Provider expends \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").

10.1.2. If the Provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.

10.1.3. The Provider shall submit an original bound audit report and all management letters in hardcopy and PDF versions to the City within the nine (9) months after the end of its fiscal year. The Provider shall send the appropriate audit report to the Fiscal Unit of the City.

10.1.4. Irrespective of the amount of the award and of the particular audit requirements, the City has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the Provider. The City also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the Provider.

10.2. The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the City for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the City may

offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

11. INFRINGEMENT PROTECTIONS:

- 11.1. The Provider represents and warrants to the City that to the best of its knowledge, any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared by the Provider in performance of services under this Agreement (the "Property") do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.
- 11.2. The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider's prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City's written consent.
- 11.3. Should the Property become, or in the Provider's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

12. PERPETUAL LICENSE:

- 12.1. The Provider agrees to grant the City a perpetual enterprise license to the materials produced, prepared, generated, or created in accordance with this Agreement.

13. CONFIDENTIALITY:

- 13.1. The Provider agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement.
- 13.2. The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information, including Md. Code Ann. State Gov. §10-1301 et seq.

- 13.3. As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.
- 13.4. If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider's or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.
- 13.5. The Provider shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd- 2, as implemented at 42 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-30 I et seq.) as amended. The Provider expressly agrees that it will strictly comply with the confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22 (which are incorporated herein by reference).

14. PUBLICATION:

- 14.1. Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. MODIFICATIONS AND AMENDMENTS:

- 15.1 Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of

each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

16.COMPLIANCE WITH LAWS:

16.1. The Provider hereby represents, warrants, covenants, and agrees that:

16.1.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.1.2. The Provider's name in this Agreement is its full legal name;

16.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

16.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

16.2. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

16.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

16.2.2. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

16.3. The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

17.CRIMINAL BACKGROUND CHECKS:

17.1. The Provider covenants and agrees that it will conduct a criminal background check of the staff hired through funding from this grant prior to the employee commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Provider and its subcontractors shall obtain criminal history

records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

18. DISPUTES:

- 18.1. The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and materials which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

19. CITY REQUIREMENTS:

19.1. Nondiscrimination.

- 19.1.1. The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 19.1.2. The Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Provider shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Provider understands and agrees that violation of this clause is a material

breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 19.1.3. Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Provider agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Provider has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Provider for each subcontract or supply contract. The Provider agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions. Any action by the City under this Section is only applicable to Services provided in this Agreement.
- 19.2. MBE/WBE. The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (*See Art. 5, §28-54, Baltimore City Code*)
- 19.3. Conflict of Interest. No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 19.4. Unfair Labor Practices. Notwithstanding any other provisions in instant Agreement, the Provider shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:

- 19.4.1. Providers, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
 - 19.4.2. Providers, contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
 - 19.4.3. If the Board determines that a provider, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said provider, contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.
- 19.5. No Dumping. The Provider's violation of any provision of City Health Title 7 ("Waste Control"), Subtitle 6 ("Prohibited Disposal"), constitutes a breach of this Agreement; and the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

20. MISCELLANEOUS PROVISIONS:

- 20.1. No Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 20.2. Severability. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
- 20.3. Governance.
- 20.3.1. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.
 - 20.3.2. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The parties hereby irrevocably waive any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.
- 20.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.

20.5. Agency. Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

20.6. Notice.

20.6.1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, "Notices") shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:

Shantay Jackson, Director

Mayor's Office of Neighborhood Safety & Engagement
100 Holliday Street
Baltimore, Maryland 21202

With copies to:

Crystal Miller, Deputy Director – Gun Violence Reduction Strategy

Mayor's Office of Neighborhood Safety & Engagement
100 Holliday Street
Baltimore, Maryland 21202

Ethan Cohen, Senior Project Coordinator

Mayor's Office of Economic &
Neighborhood Development
100 Holiday Street
Baltimore, Maryland, 21202

FOR THE PROVIDER:

Elizabeth Sebastiao

ATTN: Community Health/Care Transformation - Administration

3001 S. Hanover Street
Baltimore, Maryland 21225

With a copy, that shall not constitute Notice, to:

Attn: General Counsel

MedStar Health, Inc. / Legal Department
10980 Grantchester Way, 8th Floor
Columbia, MD 21044

- 20.6.2. All Notices shall be effective upon receipt by the party to which notice is given.
- 20.7. Payments to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.
- 20.8. Non-Hiring of Officials and Employees. The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.
- 20.9. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights, or remedies (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement and shall not absolve either party hereto of legal liability to any third party.
- 20.10. Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.
- 20.11. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 20.12. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 20.13. Recitals. The recitals are hereby incorporated as part of this Agreement.
- 20.14. Survival. The representations, warranties, covenants, promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 20.15. Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 20.16. Independent Contractor.

20.16.1. It is agreed by the parties that at all times and for all purposes hereunder that

the Provider is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.

20.16.2. The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and state law.

20.17. Contingent Fee Prohibition. The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

20.18. Assignability/Subcontracting. The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

20.19. Force Majeure. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

20.20. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.

20.21. Null and Void. Should this Agreement not be approved by the Board, it shall be considered null and void.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

ATTEST

MAYOR AND CITY COUNCIL OF
BALTIMORE

By: _____

Shantay Jackson, Director, Mayor's Office
of Neighborhood Safety and Engagement

Custodian of the Seal

d/b/a **APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

UNION MEMORIAL HOSPITAL, INC.,

MEDSTAR UNION MEMORIAL AND
THE GOOD SAMARITAN HOSPITAL
OF MARYLAND, INC., d/b/a
MEDSTAR GOOD SAMARITAN

Jennifer Siegel, Senior Hospital Counsel

By: _____

Bradley S. Chambers
President, MedStar Union Memorial and
Medstar Good Samaritan
Senior Vice President, MedStar Health

Approved as to Form and Legal Sufficiency

Mara Hampton, Assistant Solicitor

APPROVED BY THE BOARD OF
ESTIMATES

Clerk

Date

EXHIBIT A

MEDSTAR UNION MEMORIAL AND MEDSTAR GOOD SAMARITAN SAFE STREETS HOSPITAL RESPONDER PROGRAM

SCOPE OF SERVICES

This Scope of Work Statement between the Mayor's Office of Neighborhood Safety and Engagement (hereinafter known as "MONSE" or "City") and MedStar Union Memorial and Medstar Good Samaritan (hereinafter known as the "Provider") to utilize the Provider's Safe Streets Hospital Responders (hereinafter known as "Responders") to reduce re-admission of patients with a violence-related injury, especially gun and knife related injuries, and to assist patients with access to wrap around services at MedStar Union Memorial and Medstar Good Samaritan.

SECTION 1. WORK TO BE PERFORMED

The Responders will implement strategies to reduce violence related to injury re-admissions, intervene in scenarios of retaliation, and support access to the wrap around services offered by Provider and affiliates.

The Responders provide direct services by means of education, advocacy, and service coordination of individuals injured through violence in order to extend the support services of Provider in collaboration with Safe Streets Baltimore.

The Responders will use the following approach:

- Will conduct an intake and risk assessment within 48-hours of the treatment of a patient who is the victim of a shooting and/or major assault wound.
- Complete appropriate assessment tools and consents with patient's signature indicating the patient's agreement to services by the Responders.
- Conduct Safe Streets Hospital Responder Enrollment Option procedures with patient and enroll those patients who accept the offer.
- Complete ongoing needs assessment through face-to-face meetings with patients ("clients" or "individuals") during home, community, and/or office visits.
- Complete appropriate re-injury prevention assessment and evaluation tools.
- Develop individual service plans with case manager and social manager based on patient's needs.
- Act as patient advocate, coordinate, and make referrals for services.

- Monitor and track services provided to patient and document all client encounters.
- Collaborate with other staff and collaborators and Safe Streets sites to formulate plans and strategies to help resolve conflicts and prevent re-injury.
- Maintain records and client's files, update Redcap Database, write reports, compose letters and complete forms as needed.
- Participate in regular staff meetings conducted by Safe Streets and Provider and Collaborators.
- Will share data as requested by the City in compliance with legal regulations governing hospital data.

The Cure Violence/Safe Streets Model is a public health derived strategy aimed at reducing gun violence. The target populations are individuals at high risk of involvement in shootings and killings. Responders will refer patients who accept to be a participant in the Safe Streets program based on the patient possessing a minimum of four of the following criteria:

1. Member of a gang known to be actively involved in violence;
2. History of criminal activity including crimes against persons;
3. Leader of a gang actively involved in violence;
4. Pending or prior arrest(s) for weapons offenses;
5. Victim of a recent shooting;
6. Recently released from prison; and
7. Between the ages of 14 and 25.

A. Identification and Detection of Individuals and Groups at Highest Risk of Involvement in Shootings/Killings

Provider Deliverable:

Ensure Responders have the credibility, rapport, and knowledge to identify and work with individuals/groups at highest risk for involvement in shootings and killings, to include the ability to:

- Use past and developed relationships with key individuals/groups to promote use of nonviolence and prevention of shooting incidents, including retaliations;
- Establish rapport with new key individuals/groups (individuals returning to the community, etc.); and
- Meet with key individuals/groups on a daily basis.

B. Change Behavior and Norms

Provider Deliverable:

Through credibility and rapport, ensure Responders are working to **change** the behaviors and norms supportive of violence in target community. To include:

- Distribution of public education materials promoting the use of nonviolence;
- Providing information regarding available resources, (job training, education, substance abuse treatment, etc.);
- Assisting in Safe Street Site *Shooting Responses*, should violence occur;
- Partnering with community groups/organizations to conduct and/or participate in community events; and
- Communicating nonviolence strategies to key individuals/groups/patients.

C. Mobilize Community

The Responders are responsible for participating in community mobilization to **change** norms within the neighborhood. This is done through planning and participating in community activities and public education efforts, assisting with coalition building, and leading and participating in activities to engage the community in this intervention.

Provider Deliverable:

- Provider will provide evidence of informing partners of ways to become involved in the initiative, which may include: providing in-kind services, access to programming, attending and advertising monthly events and shootings responses, etc., in the monthly report.
- The Provider should assist the Safe Streets site staff with building rapport and fostering relationships with their existing community partners.

D. Use Data to Inform Interruption Efforts

Provider Deliverable:

- Provider will complete Data Form provided by MONSE (Attachment 1) for every patient the Responders engage or submit own report of required information, with MONSE approval
- Map all data associated with the intervention to include:
 - Locations of violent crimes
 - Locations of canvassing/interruption efforts

- Locations of established relationships with key individuals
- Confirmed hot spots
- Locations of mediations
- Use data to inform interruption strategies and identify daily plan

E. Staffing

Provider Deliverable:

Responders will be trained in the Cure Violence model of the National Network of Hospital Based Violence Intervention Programs to use credible community messengers to intervene in situations of retaliation, to connect the patient with Safe Streets if applicable, and to be the link between the patient and their wrap-around care and services.

Staffing for the program will consist of:

- One (1) FTE Hospital Responder
- One (1) PT Hospital Responder
- Responders are employed during the hours when violence-related injury is most likely to occur. Constant data analysis may require hours to be adjusted for a variety of reasons, i.e. seasonal changes, shooting trends, etc. To change work hours, supporting documentation (crime data) must be submitted to MONSE. Hours worked must be documented and verified by Provider.
- Responders are active members of the Safe Streets Cherry Hill team and will participate in daily site briefings and debriefings, before and after their shifts at MedStar Harbor. The Safe Streets Cherry Hill Site Director and Violence Prevention Coordinator (VPC) will be the point of contact for the Responders, and the VPC will track the Responders performance in the Safe Streets Baltimore CiviCore database. Responders will be expected to participate in site coordination of activities and community events.
- Responders are expected be in communication with the Safe Streets community sites to identify potentially violent situations and key individuals and interrupt potential violence through conflict mediation. Contact with key individuals and conflict mediations shall be documented.

Other duties for Responders:

- Identify and build relationships with staff of agencies that provide employment and educational assistance and other services needed by Safe Streets participants and community members.
- Continuously work to broaden and strengthen community relationships, with special efforts to reach out to key community agencies, including faith community leaders who

are not involved with Safe Streets and establish relations with them.

- Assist with administrative duties, including but not limited to:
 - Expenditure requests/reports
 - Monthly audits
 - Program reports

SECTION 2: PERSONNEL POLICIES AND PROCEDURES:

A. Personnel

The Provider is responsible for ensuring compliance with all personnel requirements identified below for staff funded in whole or in part by the Safe Streets program.

Responders shall be selected by a community panel consisting of at least one representative of the Provider, a representative of MONSE, a member of the Safe Streets Cherry Hill staff, a Law Enforcement representative, and at least one other individual who lives or works in the community.

Hospital Responder Staff:

Responders must possess street knowledge of Baltimore City and the ability to work with key individuals at greatest risk for involvement in shootings. They must maintain credibility and the respect of the individuals they aim to work with in the community.

The Responders shall be selected from a pool of candidates to include current outreach workers, community residents, ex-offenders (except those convicted of domestic violence, child abuse or a crime of a sexual nature unless the candidate was convicted of domestic violence ten or more years ago), and others with a demonstrated ability to relate to the target population. If the individual to be hired was previously employed by the Provider in the position that she/he would fill, she/he must have vacated the position in good standing. Responders shall be hired upon the recommendation of the community panel. Inclusion of other community representatives is encouraged. Up to two representatives of a single organization may participate on a panel provided the organization has only one "vote" in the selection of candidates to whom offers of employment will be extended. No candidates shall be offered employment without the agreement of MONSE and the Provider.

Candidates who are deemed qualified by the panel but are not offered a position will be considered eligible for hiring for up to four months following the date of their interview with the panel. Hiring or reinstatement of any personnel shall be contingent upon these individuals successfully passing a criminal background check and drug screening.

Providers, with assistance from MONSE, must reevaluate all staff members at a minimum of once per year, to ensure team members still possess the credibility and skills needed to work with key individuals/groups. Individuals who no longer possess the necessary rapport and skills will receive assistance in transitioning to alternate employment.

Requests for reimbursement for compensation paid to persons hired in violation of this process will not be approved.

All potential hires must adhere to the Provider's approved ex-offender hiring policy. A sample policy is provided in **Attachment 2**.

Provider Deliverable:

- All personnel hired pursuant to this Agreement shall meet the requirements detailed in the position description included in **Attachment 3**. The Provider agrees to maintain records documenting compliance with all aspects of this hiring process.
- Provider must be in compliance with the hiring process.
- Staff hired as full time workers will be offered the following benefits, at a minimum: unemployment compensation, social security and healthcare, in addition to an hourly or salaried wage.
- Criminal background checks must be completed for each individual to be hired, including those who admit to having been convicted of felonies and/or having served time in prison.
- New hires must be drug tested to assure they are drug-free and agree to periodic drug testing as part of a program of random testing or for cause.

B. Professional Development/Training

Providers are required to advise all staff members of available support services offered through employment and/or insurance (i.e., counseling, health and wellness services, legal assistance, etc.). Additionally, Providers should inform staff of all services available through partnering agencies and organizations.

Provider Deliverable:

- Ensure all staff members are aware of available support services.
- Successful candidates are required to complete the basic outreach worker training delivered by Cure Violence and MONSE within 30 days of their employment with the Provider, if the training is available in Baltimore or at another site nationwide.
- Successful candidates are required to complete 40 hours of Cure Violence Hospital Responder training delivered by MONSE within 30 days of their employment with the Provider.
- Participation of staff in all trainings, problem-solving and information sharing sessions, and other meetings required by the MONSE; notice of these meetings will be forwarded to the Provider by MONSE in advance of the meetings.

C. Equipment

Provider Deliverable:

Individuals hired pursuant to this Agreement will be provided with the equipment they need to fulfill their duties, including cell phones and access to a computer with internet service, and a base of operation located in or in close proximity to the target post(s).

D. Personnel Monitoring

Provider Deliverable:

- Notification to MONSE in writing of vacancies, suspensions or terminations of staff paid by this Agreement within 48 hours of any employee's change in status.
- Hours for each employee must be maintained on site, approved by a supervisor, and made available for MONSE review upon request.
- Provider must conduct monthly checks every thirty (30) days during the employee's length of employment to ensure that they have not been arrested and/or convicted of any new charge(s). The Provider may obtain publicly available information via their law enforcement contact or the State of Maryland's criminal database, which is available to the public (Maryland Case Search). **All arrests and convictions must be reported to MONSE within two(2) business days. Any worker arrested and charged with a felony or serious misdemeanor must at minimum, be suspended pending review by a personnel committee. Any employee convicted of a felony or misdemeanor must be terminated.**
- Providers must agree to institute disciplinary measures for employees who fail to perform job duties as described in Section 1. Disciplinary action should include, but are not limited to, verbal warnings, written warnings, suspension and termination.
- Providers must collect work-related property from staff at the point of separation, i.e., uniforms.
- The Provider, with MONSE assistance, will conduct an assessment of each staff member on a yearly basis, at minimum, to ensure they possess the skills and knowledge necessary to provide violence interruption for their assigned area. Staff members who no longer possess the credibility or required relationships with key individuals/groups may be terminated from employment.
- The Provider must perform random drug testing for all Responder staff. The Provider must ensure all staff members are randomly tested at a minimum of once per contract period.
- Results of criminal background checks and drug tests should be retained by the Provider in a secure location and available for review during the monthly audit.
- The Provider must submit their Arrest/Conviction and Substance Abuse policies to

MONSE.

SECTION 3: FISCAL

A. Budget

The Provider agrees to perform the activities specified in Section 1 of this Scope of Services for costs detailed in the budget (see **EXHIBIT B**).

Provider Deliverable:

- The Provider must create a budget providing the reasonable allocations to each budget line and must submit the budget to MONSE for approval.
- The Provider must submit the budget using the appropriate forms provided in **Attachment 4** as well as a budget narrative.
- Modifications made to the budget involving more than a 10% adjustment within line items require prior written approval of the MONSE.
- All purchases in excess of \$500 require prior MONSE approval, unless items are covered in the approved budget
- The Provider must retain all original source documentation for examination by MONSE upon request.

B. Reimbursement

The Provider may request payment be made monthly or quarterly. MONSE shall reimburse the Provider for satisfactorily rendering services, at the sole discretion of MONSE. MONSE shall use reasonable efforts to make payment within thirty (30) days of presentation of a request for payment by the Provider.

Payment of the next month's reimbursement will be contingent on the Provider submitting satisfactory documentation of the previous month's expenses.

All reimbursement requests must be submitted using the Safe Streets Baltimore Financial Forms (**Attachment 4**).

Provider Deliverable

- Fiscal Activity Reports: The Provider agrees to submit invoices for billing in a format prescribed by MONSE on a monthly basis. All invoices shall be signed and dated by authorized personnel on the site. Failure of the Provider to submit required invoices in a timely manner will be considered immediate grounds for the suspension of this Agreement and justification for non-renewal of future contracts.
- The Provider shall submit requests for payment by the 10th day of the following month. In the event that the 10th day does not fall on a business day, the request for payment

shall be sent on the next business day. Provider's request for payment shall indicate the time periods and services for which payment is requested, and shall adhere to instructions and format to request payment for services provided.

- The Provider is expected to retain all original source documentation for examination by MONSE (bills, invoices, receipts, payroll registers, timesheets etc.) for a period of three years after the date of the final payment under this Agreement or pursuant to any applicable statute of limitations.

SECTION 4: PROGRAM DOCUMENTATION

The Provider is responsible for maintaining records to document all program activity including but not limited to:

- Daily logs
- Incident details
- Team Meeting forms
- Individual Supervisions

Program Deliverable:

- The Provider agrees to maintain the records required by MONSE to document activity completed by Provider personnel under this Agreement (completion of the work described in this Agreement and the achievement of the results described in Section 1 of this contract).
- The Provider agrees to complete, at a minimum, the forms listed in the **Attachments**. All documentation must be stored in a locked and/or secure file and be made available for review by MONSE.
- Timesheets during this Agreement period for all staff funded under this Agreement are required to be maintained on site, approved by a supervisor, and available for review during the MONSE monthly audit. Documentation of work completed by funded staff should reflect the time staff are paid by the contract.

SECTION 5: REPORTING REQUIREMENTS

Monthly Program Activity Reports measure the efforts of the team for the reporting period.

Monthly reports must contain the following (reporting document to be provided):

- Number of key individual contacts
- Copies of completed intake and assessment forms
- Copies of Weekly Team Meeting forms
- Criminal background checks
- Specific geographic locations of where violent events occur surrounding the hospital

Additional information may be requested by MONSE of the Provider.

Provider Deliverable:

- The Provider agrees to submit program data and other information required by MONSE regarding activities and outcomes in a form and manner according to a schedule specified by MONSE.
- All records created and maintained in conformance with the terms of this Agreement shall, in the event of the termination of this Agreement, become the property of MONSE, to the extent the records do not include protected health information. The Provider agrees to notify MONSE to arrange a time for pickup or delivery of records.

SECTION 6: PROPERTY

Equipment procured pursuant to this Agreement is to be used to implement the Safe Streets Hospital Responder program in the community served by the Provider.

Provider Deliverable:

- A record of items purchased, the purchase price and location of the item shall be reported to MONSE at the end of the contract period.

SECTION 7: PROVIDER OVERSIGHT

Compliance with all requirements is considered essential to the successful implementation of the Safe Streets Hospital Responder Program. Responders will be directly supervised by assigned MedStar staff (Manager, Emergency Department and Director, Community Health) with coordination from Safe Streets Site Director. MONSE will provide performance and contractual oversight and management. Therefore, the Provider must:

- Maintain appropriate supervision and overall management of the project;
- Meet on a weekly basis with responders to address any barriers, opportunities for workflow and personnel improvement, and distribution of caseloads between the Responders; and to review coordination efforts with Safe Streets team;
- Ensure that program staff are adhering to all conditions set forth in this Agreement;

- Have knowledge of site operations, progress towards outcomes and areas in need of improvement; and,
- Must be involved in the creation and implementation of a corrective action plan, if required by MONSE. See **Attachment 6** for the corrective action plan.

Provider Deliverable:

- Schedule regular meetings with Responder staff to discuss progress towards outcomes and address issues/needs.

SECTION 8: MEDIA

Media plays a crucial role in promoting the public health message, creating a positive perception of the initiative by the public, and serving as a platform for potential funding opportunities. Both MONSE and the Provider will notify each other immediately about any media inquiries, reports, publications, or interviews by MONSE, the Provider, and/or Responder(s) that relates to the program. MONSE will provide media training and refreshers to the Responders.

Provider Deliverable:

- Provider will have all Responder staff paid with funds from this contract who will participate in media interviews successfully complete a media training provided by MONSE.
- The Provider agrees that only staff that has successfully completed the media training will be eligible for interviews with media representatives.
- The Provider agrees to notify MONSE of all media coverage within five (5) business days of contact with media outlet.

SECTION 9: FURTHERANCE OF PARTNERSHIP

No individual, agency, or entity may utilize the Safe Streets brand name or logo except as specified in this Agreement, and only with the prior approval of MONSE. Unauthorized use of the Safe Streets brand can result in contract termination and/or legal action. Providers who fail to implement Safe Streets as described in Section 1 of this Agreement forfeit their right to use the Safe Streets logo and name.

Provider Deliverable:

- The Provider agrees to utilize the Safe Streets logo on its publications and acknowledge MONSE as a co-sponsor of its anti-violence events related to this specific program.

- Including but not limited to, printed materials (fliers, posters, event promotions, promotional materials, etc.), videos and collateral items related to this specific program.
- The Provider agrees to utilize funds received to implement Safe Streets Hospital Responder Program from other sources to implement the strategies described in this agreement. Any funding received from additional sources to implement, maintain, or enhance the Safe Streets initiative must be reported to MONSE in writing within 30 days of receipt.
- Funding for enhancements must be in adherence to the Cure Violence/Safe Streets model and cannot be for projects outside of the scope of work. Enhancements to the program must be reported to MONSE in writing prior to implementation.

SECTION 10: RELATIONSHIP WITH FUNDER

MONSE agrees to provide the following to facilitate implementation of the Safe Streets Hospital Responder Program:

- Technical assistance, both on and off-site, to Provider to facilitate the successful implementation of the model. This includes:
 - o Assisting the Provider to implement and sustain the initiative according to the model; AND
 - o Providing onsite assistance for analysis of all publicly available crime data relevant to the project.

Initial and Ongoing Training for all site staff related to the successful implementation of Safe Streets.

Materials, if available, to be used in public education and other efforts to persuade those at risk of involvement in shootings or killings to change their behavior and members of their community to become involved in Safe Streets.

Documentation information and data about the impact of Safe Streets in partner communities and any research that supports the work MONSE and its partners are engaged in.

Publicize the work of the project and its partners.

Monitoring its work and that of partners to ensure that professional management of all aspects of the Safe Streets Hospital Responder Program, including MONSE's fiduciary duties. This includes:

- o Monthly review of program files.
- o Monthly Site Visits with the Responders.

- MONSE will collect and review performance data on a regular basis. This data will be used to assist the Provider to plan its activities and strategies and to address any problems quickly and effectively.
- **Fiscal Support** including training on preparation and submission of required reports and **reimbursement for invoices within 30 days of receipt of all required documentation.**

The Provider must cooperate and be responsive to MONSE's monitoring efforts.

Evaluation: MONSE will separately provide support for an evaluation of Safe Streets Hospital Responder Program.

MONSE and the Provider will work with the Evaluator to design and conduct the evaluation, establish reporting and record keeping requirements, establish performance measures, design data collection tools, and other activities related to evaluation of the program, to the extent that these procedures have been approved by a Johns Hopkins Committee for the Protection of Human Subjects and procedures are consistent with relevant Federal and State legislation and policies.

Attachments to this Scope of Services section:

1. Data Form
2. Sample of Ex-Offender Hiring Policy
3. Position Description
4. Safe Streets Baltimore Financial Forms
5. Corrective Action Plan

ATTACHMENT 1 – DATA FORM

Safe Streets Hospital Responder Program Quarterly Data Report

Violence Prevention	Conflict mediations conducted by Hospital Responders, total				
	% of Hospital Responder participants that have previously experienced other violent injury				
	% of Hospital Responder participants that have previously experienced gun violence				
	% of Hospital Responder participants ever returned to the hospital for violent injury				
	# additional hospital service visits completed, average				
Hospital Service Utilization	% follow up hospital appointments attended				
	% referrals completed successfully				
	# referrals made per patient, average				
	# successful contacts per patient, average				
	% Assault/ Blunt Force				
Hospital Responder Outputs	% Stabbing				
	% Gunshot				
	% 55 and over				
	% 35 - 54				
	% 18 - 34				
Age Category	% Under 18				
	% Male				
	% Female				
	% Hispanic or Latino				
	% Other				
Ethnicity	% White				
	% Black or African American				
	Average length of engagement, days				
	Total # patients closed out				
	Total # new patients				
Patient Volume	Total # patients served				
	Q1: July - Sep; Q2: Aug - Dec; Q3: Jan - Mar; Q4: Apr - June				
	FY 2022				
	MedStar Harbor Hospital (MSHH)				
	Hospital Name				

ATTACHMENT 2 –SAMPLE OF EX-OFFENDER HIRING POLICY



MedStar Health

Policy Number 115
Effective Date: June 11, 2018
Revised: March 01, 2021

Background Investigations

Policy Statement

Hiring and promoting qualified individuals to fill positions contributes to our overall strategic success. Each associate is hired/promoted to make significant contributions. To ensure the quality of its associates and, through them, the best possible care and service to its patients and customers, MedStar Health seeks to hire the most qualified candidate for each vacancy.

Philosophy Statement

MedStar Health is committed to being an employer of choice by attracting, developing, and retaining skilled and engaged associates through the use of best practice employment procedures.

Procedure

I. General Guidelines

To ensure that individuals who join MedStar Health are well qualified and have a strong potential to be productive and successful associates, it is our policy to investigate the backgrounds of applicants who have accepted an offer of employment. Background investigations are conducted for all external new hires, re-hires and individuals hired from a temporary agency assignment. The background investigation is conducted post-offer, pre-employment on any individual providing services to the Company within any business unit or facility, in accordance with any applicable state and federal law. All job offers are conditioned on the successful completion of the background investigation.

Generally, MedStar Health does not repeat background investigations for internal promotions/transfers. However, additional verifications may be conducted should the new position require more stringent requirements than the previously held position. In addition, MedStar Health may conduct or repeat a background investigation if the associate is transferring to another MedStar entity, when the prior background documents cannot be produced or if there are missing checks in the document on file. Decisions related to repeating background investigations in situations of promotions and transfers are made based on all facts and circumstances.

New/additional verifications or review of the original background investigation will be conducted when a prior criminal issue(s) was previously dismissed as not job-



related but is now job-related to the new position. An individualized assessment of the criminal issue(s) will be required (See section titled "Criminal Charges and Convictions".)

MedStar Health may conduct a background investigation during the employment of an associate on a case-by-case basis (for example; as part of an internal investigation or when an associate self-reports a criminal issue, etc.), even if not required by this policy under the direction of the HR leader and legal and in accordance with federal and state law.

Employment applications, applicant phone screens, and interviews will not inquire about an applicant's criminal record until after the applicant verbally accepts an offer of employment.

II. Background Investigation Authorization and Process

Background investigations require prior authorization from candidates and may be conducted by a third-party vendor.

At a minimum the background investigation will include following checks: Criminal Records Search, Sex Abuse Registries Search, FACIS Level III Search, Employment Verifications, and a Social Security Number Trace.

III. Criminal Charges and Convictions

When a background investigation reveals a criminal conviction within the last 7 years, or a currently pending criminal charge, the candidate's employment will be subject to an individualized assessment to assure that appropriate mitigating or exacerbating factors are considered in each case (e.g., the nature of the job, the nature of the criminal issue, the age of the candidate at the time of the issue, the total number of criminal issues, and any evidence of mitigation or rehabilitation). As part of that assessment, candidates will be given an opportunity to explain the situation and offer evidence of rehabilitation or mitigation.

If, after consideration of relevant factors, MedStar Health concludes that the job offer should be rescinded, it will notify the candidate in writing of its decision.

IV. Contingent Staff/Non-Associates

Contingent staff/non-associates are expected to successfully complete a criminal background investigation in accordance with MedStar Health requirements. All third-party vendors are responsible to ensure contingent staff/non-associates meet MedStar Health clearance requirements before the start of an assignment.



V. Responsibilities

Leaders

- Be aware of and familiar with this policy and other policies and procedures related to hiring and selection, including but not limited to; MedStar Health's EEO, ADA and other applicable policies, procedures related to selection requirements.
- Afford equal opportunity to all associates and job applicants in aspects of employment related to hiring, promotions, and transfers.
- Understand that no questions concerning prior criminal activity may be asked during a job interview. Documentation must be retained for a period no less than two years.

Applicants and Associates

- After receiving a job offer, new hires must complete a form authorizing MedStar Health to conduct a background investigation.
- Associates who are transferring or being promoted within MedStar, who have had a background check upon initial hire to MedStar, do not require a second background check unless the position being offered requires a more stringent check than was completed originally.

Human Resources

- Assist in educating leaders, associates and third-party, vendors as applicable, regarding this policy, its requirements, and their responsibilities
- Ensure that the Company's EEO, ADA and other applicable policies are adhered to in the hiring and selection of applicants, both internal and external, for all positions
- Serve as a resource for leaders and associates in need of assistance or information on the selection and employment process.

Please contact Human Resources with any questions regarding this policy.

Provisions of this policy apply to all associates to the extent they do not conflict with relevant terms of an applicable contract.

ATTACHMENT 3 – POSITION DESCRIPTION

RESPONSIBILITIES:

The Hospital Responder of the Medstar Safe Streets Hospital Responder Program will be responsible for:

- Implementing the direct intervention activities of the Safe Streets Hospital Responder Program including supporting the work of the Hospital Case Managers and the Hospital Responders
- Implementing trauma-informed and culturally relevant programming in coordination with Safe Streets Baltimore, Mayor's Office of Criminal Justice, and Cure Violence.
- Meets with interested patients and loved ones following a violent injury for follow-up assistance during their recovery from their injuries
- Assesses patients and visitors for follow-up needs and facilitates linkage to appropriate supportive services
- Facilitates linkage of injured individuals to appropriate Safe Streets community sites for those residing in Safe Streets communities
- Facilitates linkage of injured individuals to community resources and/or other programs that assist the participant develop resources and establish a relationship with positive social support networks.
- Travels extensively to community locations and various agencies and outreach organizations within the community to establish relationships with providers of services needed by at-risk participants.
- Acts as participant advocate, coordinates and makes referrals for services. Monitors and tracks services provided and must document all participant encounters and contracts made on behalf of participants.
- Coordinates and monitors services, including comprehensive tracking of participant activities in relation to action plan.
- Collaborates with other staff to formulate action plans and strategies to help resolve conflicts and prevent shootings.
- Develops relationships with key community partners to identify issues, as well as offer alternatives to at-risk individuals.
- Maintains records and participant related files, writes reports, composes letters and completes forms, as appropriate.
- Participates in regular staff meetings conducted by Safe Streets Baltimore and the hospital.

QUALIFICATIONS:

- Experience working with at-risk youth and gang members.
- Ability to effectively communicate with Community groups and gang members.
- Skill in interviewing participants to determine their needs to reduce violence within the Community.
- Comfortable working with participants recently violently injured in a medical setting
- Knowledge of Safe Streets target communities and the ability to closely interact with gang members and high-risk individuals.
- Must have demonstrated the tenacity and audacity to approach members of prominent gang factions in the area to gain credibility.
- Knowledge of community health care and vocational services.
- Ability to monitor, assess and record participant progress against plan and make adjustments to plans and services.
- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Experience or training in crisis intervention

ATTACHMENT 4 – SAFE STREETS BALTIMORE FINANCIAL FORMS

DRAFT

DRAFT

DRAFT

ATTACHMENT 5 – SAFE STREETS BALTIMORE FINANCIAL FORUMS



CORRECTIVE ACTION PLAN

Upon receipt of notification of noncompliance, sites may have, at the discretion of MOCJ, five (5) business days to submit this corrective action plan to resolve the identified issue(s). Please detail the course of action you will take to remedy the Area(s) of Concern in the *Action Steps* section. Next to each step please identify the proposed date that the step will be completed.

Once Plan is approved, sites may have thirty (30) days, at the discretion of MOCJ, to enact Plan and ensure compliance in each of the areas specified. Matters not resolved in accordance with the approved corrective action plan may, at the discretion of MOCJ, result in the issuance of a written notice of contract suspension.

Area(s) of Concern -

Action Steps	Proposed Date of Step Completion
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

Area(s) of Concern -

Action Steps	Proposed Date of Step Completion
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.

There is no minimum or maximum number of Action Steps

Site Staff Signature _____

Date _____

Date received: _____

MOCJ Office Use Only:

Plan Approved: _____ YES _____ NO

MOCJ Staff Signature _____

D _____

EXHIBIT B – BUDGET

MEDSTAR Union Memorial and Good Samaritan Hospitals

	FY23	FY24
Personnel		
Hospital Responder #1 - MGSJ-Lamont Brown	1.0	37,850
Hospital Responder #2- MUMH -Antoin Torain	1.0	37,850
Fringe Benefits (22%)		
Hospital Responder		16,654
Total Personnel Cost		92,354
Non-Personnel		
Travel		
Local Travel for Patient (Lyft/Cab/Taxi)		1,500
Mileage (Personal)		750
Client Activities		9000
Subtotal Travel		11,250
Equipment		
Employee Phones		100
Tracphones		1,000
Cell Service		1,350
Cell Phone Activation		150
Tablet		1,000
Uniforms		500
Subtotal Equipment		4,100
Total Budget		107,704

EXHIBIT C – FUNDING SOURCE IDENTIFICATION

Award Amount: \$107,704
Award Source:
Contract Number:
Budget Acct. Number (BAN):

Source of Funding:	Federal	State	City
Name of Awarding Agency:		Mayor's Office Neighborhood Safety & Engagement	
Award Title:			
Award Id. #:		N/A	
CFDA Id. #:		N/A	
Term of Award:		Annual	
Award Amount:		\$107,704	
City Account #:		5000-511019-2255-702300-603051	

1. The Provider acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the Provider shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals.

2. As applicable, the Provider shall comply with the assurances and certifications, which are attached hereto and incorporated herein.

3. The Provider agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the City. However, should the Provider find such additional condition or conditions unacceptable, the Provider may terminate this Agreement upon thirty (30) days written notice.

**AGREEMENT BY AND BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE AND
SINAI HOSPITAL OF BALTIMORE, INC**

THIS AGREEMENT ("Agreement") is entered into this_____,by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a Maryland municipal corporation, acting by and through the Mayor's Office of Neighborhood Safety and Engagement (the "City" or the "Department") and **SINAI HOSPITAL OF BALTIMORE, INC.**, a not-for-profit corporation formed and in good standing in the State of Maryland (the "Provider").

RECITALS

WHEREAS, the City has received funding from the Governor's Office of Crime Prevention, Youth, and Victim's Services' Violence Intervention and Prevention Program (VIPP-2019-007), to implement a Hospital Responders program based on the Cure Violence model;

WHEREAS, the City desires to use these grant funds for the implementation of a Safe Streets Hospital Responder Program in the neighborhoods surrounding Provider in coordination with the Belvedere Safe Streets Site;

WHEREAS, the City has a need for a provider to implement a Safe Streets Hospital Responder Program on behalf of the City;

WHEREAS, the City has responsibility for oversight of this program;

WHEREAS, the Provider is qualified to render such services;

WHEREAS, the City hereby wishes to engage the services of the Provider and the Provider has agreed to provide the services described herein to the City; and

WHEREAS, Provider operates under an integrated hospital system;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

- 1.1** The purpose of this Agreement and all attachments and exhibits hereto (collectively, the "Agreement") is for the Provider to plan and launch a comprehensive hospital-based violence intervention program that complements existing violence prevention efforts of the Safe Streets Program ("Project").

2. SCOPE OF SERVICES:

- 2.1.** The Provider shall provide services as described in the scope of services which is attached hereto at **Exhibit A** and made part of this Agreement.

3. PROFESSIONAL RESPONSIBILITY:

- 3.1. The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.
- 3.2. The Provider warrants it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants it has secured all required licenses and certifications to provide services under this Agreement.

4. TERM:

- 4.1. The term ("Term") of this Agreement will commence upon approval by the Baltimore City Board of Estimates (the "Board") and will terminate on June 30th, 2022, unless otherwise extended or terminated according to terms of this Agreement. Upon mutual written agreement of the parties, and approval of the Board, this Agreement may be extended for an additional one (1) year period under the same terms. At least three (3) months prior to the expiration date of the initial term, the parties shall confer about whether to extend the term of this Agreement.

5. COMPENSATION:

5.1. Reimbursement.

- 5.1.1. The Provider shall provide the services agreed to in this Agreement as identified in **Exhibit A** for a total annual cost not to exceed FIFTY-NINE THOUSAND ONE HUNDRED THIRTY-FIVE DOLLARS (\$59,135.00) (including expenses).
- 5.1.2. Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the scope of services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement which is approved by the parties and the Board.

5.2. Payment.

- 5.2.1. The Provider shall submit invoices monthly to the City for work performed under this Agreement. Each invoice shall show the number of hours worked, the services performed, and expenses, if any, related to work performed up until the time of invoice submission. Expenses shall include transportation (train, air, taxi, mileage, tolls, and parking), lodging, meals, reproduction costs, and miscellaneous expenses to the extent allowable by the City according to the requirements of its Administrative Manual. Invoices will be structured in a format approved by the City.
- 5.2.2. City shall make its best efforts to pay the Provider for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the Provider. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

6. INSURANCE:

- 6.1.** The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof. Provider may satisfy its insurance obligations hereunder through Provider's self-insurance programs, including through LifeBridge Insurance Company Ltd., a captive insurance company licensed and domiciled in the Grand Cayman Islands, which captive insurance company shall maintain funding at actuarially sound levels as determined at least annually by a qualified independent actuary.
- 6.1.1.** Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim in the event that service delivered to this Agreement either directly or indirectly, involves professional services. If coverage is purchased on a "claims made" basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination and/or conversion from a "claims made" form to an "occurrence" coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a "Claim's Made Basis." Said policy shall be required in the event the services performed, pursuant to this agreement, either directly or indirectly, involve or require professional services.
- 6.1.2.** Workers' Compensation coverage as required by the State of Maryland or other applicable State's law.
- 6.1.3.** Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim for claims arising out of bodily injuries or death, sexual molestation and abuse, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. Such insurance shall include contractual liability insurance.
- 6.1.4.** Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2.** The Provider's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- 6.3.** To the extent of the Provider's negligence, the Provider's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected /appointed officials, employees, or agents shall not contribute with the Provider's insurance or benefit the Provider in any way.
- 6.4.** Required insurance coverage shall not be canceled, suspended, voided, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid,

until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

- 6.5. , insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland.
- 6.6. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.
- 6.7. The Provider shall furnish to the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.
- 6.8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance or complete copies as required shall be a default by the Provider under this Agreement.
- 6.9. Notwithstanding anything to the contrary in any applicable insurance policy, the Provider expressly warrants, attests and certifies that there are no carve outs or exclusions to the policy coverage and limitations stated herein, except as required by law.

7. INDEMNIFICATION:

- 7.1. The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Provider's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right. ; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or sub consultant agreements.
- 7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Provider settle any such claim, lawsuit or proceeding without City's prior written approval, which shall not be unreasonably withheld.

- 7.3. The City shall indemnify the Provider from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees arising or resulting from negligent acts or omissions of the City or its employees in connection with the performance of this Agreement. Notwithstanding the foregoing, the Provider agrees and understands that any obligation of the City to indemnify or assume liability under this Section and elsewhere in this Agreement is subject to available appropriations and shall be limited to an amount not greater than the maximum liability of a local government under the Local Government Tort Claims Act, Section 5-301 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.
- 7.4. The Provider shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the City settle any such claim, lawsuit or proceeding without Provider's prior written approval, which shall not be unreasonably withheld.
- 7.5. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. TERMINATION:

- 8.1. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement, provided the breaching party has failed to cure such violation within thirty (30) days after receiving written notification from the non-breaching party. The Provider will receive compensation for actual hours worked and actual expenses incurred for any approved invoices related to work completed prior to any early termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement. Notwithstanding the above, Provider may terminate this Agreement if the City does not make payment to the Provider within sixty (60) days of written notice from the Provider that it has not received payment after submitting to the City an approved invoice according to Section 5.2.
- 8.2. Termination for Convenience. Either Party shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.
- 8.3. Appropriations. The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing at least thirty (30) days written notice of intent to terminate to the Provider. The Provider shall not begin any additional work or services related to this Agreement upon

receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

9.1. The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. To the extent allowable by federal and state laws with regard to protected health information, the Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.

9.2. The Provider agrees to establish and maintain on a current basis:

9.2.1. General Journal;

9.2.2. General Ledger;

9.2.3. Cash Disbursement Journal;

9.2.4. Payroll Register;

9.2.5. Time and Attendance Records;

9.2.6. Cumulative Leave Records;

9.2.7. Maintain accounts receivable, accounts payable and equipment ledgers;

9.2.8. Monthly Reconciliation of Bank Accounts;

9.2.9. Monthly Reconciliation of Petty Cash Accounts; and

9.2.10. Monthly Trial Balance.

9.3. The Provider further agrees that:

9.3.1. All checks shall be supported by official documentation;

9.3.2. All contract expenditures for service shall be supported by approved documentation; and

9.3.3. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

10. AUDITS:

10.1. The Department requires each of its Providers to have an annual audit at its own (Provider's) expense to coincide with its fiscal year to be performed by an independent audit firm. The

Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

- 10.1.1.** If the Provider expends \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").
- 10.1.2.** If the Provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.
- 10.1.3.** The Provider shall submit an original bound audit report and all management letters in hardcopy and PDF versions to the Department within thirty (30) days after the issuance of the final audit report from the independent auditor. The Provider shall send the appropriate audit report to the Fiscal Unit of the Department.
- 10.1.4.** Irrespective of the amount of the award and of the particular audit requirements, the Department has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the Provider. The Department also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the Provider.
- 10.2.** The Provider agrees to comply with funding requirements based on the funding source identified in Attachment A.
- 10.3.** The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the Department for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the Department may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

11. INFRINGEMENT PROTECTIONS:

- 11.1.** The Provider represents and warrants to the City that to the best of its knowledge, any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared by the Provider in performance of services under this Agreement (the "Property") do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.
- 11.2.** The Provider agrees to defend at its expense any action brought against the City to the

extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider's prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City's written consent.

- 11.3.** Should the Property become, or in the Provider's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

12. Intentionally omitted.

13. CONFIDENTIALITY:

- 13.1.** The Provider agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement. For the purpose of this Agreement, "confidential information" is all information which is disclosed by, for or otherwise on behalf of a party (the "Disclosing Party") to the other Party ("Receiving Party") under or in reliance on this Agreement and/or in connection with the purpose of this Agreement, regardless of whether such information is marked or otherwise designated as "confidential" or delivered by verbal, written or electronic means, or in tangible or intangible form, and which a reasonable person familiar with the circumstances would understand to be confidential.
- 13.2.** The City agrees that any confidential information received from Provider or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of Provider or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the City after the expiration or earlier termination of this Agreement.
- 13.3.** The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information. , including Md. Code Ann. State Gov. §10-1301 et seq.
- 13.4.** As required under the Maryland Public Information Act, the Provider shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of

the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

- 13.5.** If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider's or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.
- 13.6.** The Provider and the City shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd- 2, as implemented at 42 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-30 I et seq.) as amended. The Provider expressly agrees that it will strictly comply with the confidentiality requirements of 34 U.S. Code § 10231 (which are incorporated herein by reference).

14. PUBLICATION:

- 14.1.** Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. Neither Party shall advertise the services hereunder or use the other Party's name or mark without prior written consent from the other Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. MODIFICATIONS AND AMENDMENTS:

- 15.1** Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

16. COMPLIANCE WITH LAWS:

16.1. The Provider hereby represents, warrants, covenants, and agrees that:

16.1.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.1.2. The Provider's name in this Agreement is its full legal name;

16.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

16.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

16.2. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

16.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

16.2.2. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

16.3. The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

17. CRIMINAL BACKGROUND CHECKS:

17.1. The Provider covenants and agrees that it and its subcontractors will follow its own policies and procedures regarding conducting a criminal background check of the staff hired through funding from this grant prior to the employee commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Provider and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

18. DISPUTES:

- 18.1.** The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and expenses which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

19. CITY REQUIREMENTS:

19.1. Nondiscrimination.

- 19.1.1.** The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 19.1.2.** The Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Provider shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 19.1.3.** Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Provider agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Provider has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Provider for each subcontract or supply contract. The Provider agrees to fully cooperate in any investigation conducted by the City

pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions. Any action by the City under this Section is only applicable to Services provided in this Agreement.

- 19.2. MBE/WBE.** The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (*See Art. 5, § 28-54, Baltimore City Code*)
- 19.3. Conflict of Interest.** No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 19.4. Unfair Labor Practices.** Notwithstanding any other provisions in instant Agreement, the Provider shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:
- 19.4.1.** Providers, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
- 19.4.2.** Providers, contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
- 19.4.3.** If the Board determines that a provider, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said provider, contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.
- 19.5. No Dumping.** The Provider's violation of any provision of City Health Title 7 ("Waste Control"), Subtitle 6 ("Prohibited Disposal"), constitutes a breach of this Agreement; and

the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

- 19.6. **Local Hiring.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to every contract for more than \$300,000 made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Please visit www.oedworks.com for detailed on the requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be attached hereto and incorporated herein.

20. STATE REQUIREMENTS

20.1. **Political Contribution Disclosure.** The Provider is aware of, and will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., “Disclosure By Persons Doing Public Business”, (“Election Law”). The Provider certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

21. MISCELLANEOUS PROVISIONS:

- 21.1. **No Waiver.** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 21.2. **Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
- 21.3. **Governance.**
- 21.3.1. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.
- 21.3.2. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The parties hereby irrevocably waive any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.
- 21.4. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.
- 21.5. **Agency.** Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically

provided in this Agreement.

21.6. Notice.

21.6.1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:

Shantay Jackson, Director

Mayor’s Office of Neighborhood Safety and Engagement
100 Holliday Street
Baltimore, Maryland 21202

FOR THE PROVIDER:

Adam Rosenberg

Vice President, Violence Intervention & Prevention
2401 West Belvedere Avenue,
Baltimore, MD 21215

21.6.2. All Notices shall be effective upon receipt by the party to which notice is given.

21.7. Payments to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

21.8. Non-Hiring of Officials and Employees. The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.

21.9. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights, or remedies (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement and shall not absolve either party hereto of legal liability to any third party.

21.10. Gender. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.

- 21.11. Headings.** Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 21.12. Multiple Copies.** This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 21.13. Recitals.** The recitals are hereby incorporated as part of this Agreement.
- 21.14. Survival.** The representations, warranties, covenants promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 21.15. Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 21.16. Independent Contractor.**
- 21.16.1.** It is agreed by the parties that at all times and for all purposes hereunder that the Provider is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.
- 21.16.2.** The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and state law.
- 21.17. Contingent Fee Prohibition.** The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 21.18. Assignability/Subcontracting.** The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 21.19. Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party

will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

- 21.20. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.
- 21.21. Null and Void. Should this Agreement not be approved by the Board, it shall be considered null and void.
- 21.22. Omitted: Catholic Directives not applicable to Sinai Hospital
- 21.23. Further Assurances. Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, the Provider agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy (AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.
- 21.24. Pre-existing Regulations. Any procurement regulations approved by the Board that are in effect on the date of execution of this Agreement are applicable to this Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

ATTEST

**MAYOR'S OFFICE OF
NEIGHBORHOOD SAFETY AND
ENGAGEMENT**

Custodian of the Seal

By: _____
Shantay Jackson, Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**SINAI HOSPITAL OF BALTIMORE,
INC.**

_____ By: _____

Mara Hampton, Assistant Solicitor

**APPROVED BY THE BOARD OF
ESTIMATES**

Clerk

Date

ATTACHMENT A

CONTRACT AND GRANT FUNDING IDENTIFICATION

A. City Contract Identification

City Contract #: CO#:

Name of PROVIDER: SINAI HOSPITAL OF BALTIMORE, INC

Address (include city, state, and zip code): 900 S Caton Ave, Baltimore, MD 21229

Name	Title	Phone	E-mail
Crystal Miller	Deputy Director CVI	443.984.3404	Crystal.Miller@baltimorecity.gov
Rashad Singletary	Associate Director GVRS	443.257.5126	Rashad.Singletary@baltimorecity.gov

B. Federal/State/City Grant Funding Source Identification

Source of Funding:	<u>State</u>
Name of Awarding Agency:	Governor's Office of Crime Prevention, Youth, and Victim's Services'
Grant Title:	Violence Intervention and Prevention
Grant Id. #:	VIPP-2019-007
CFDA Id. #:	N/A
Term of Grant:	10/01/2018 - 06/30/2022
Grant Amount:	\$59,135.00
City Account #:	5000-511019-2255-702300-405001

1. PROVIDER acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the PROVIDER shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals such as the U.S. MOCJ of Health and Human Services Grants Policy Statement and the Maryland MOCJ of Health and Mental Hygiene Human Services Agreements Manual. Upon the written request of the PROVIDER, MONSE shall provide the PROVIDER with a copy of the above grant(s).

2. PROVIDER agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the Baltimore City Commissioner of Health. However, should the PROVIDER find such additional condition or conditions unacceptable, the PROVIDER may terminate this Agreement upon thirty (30) days written notice.

Draft - Not Yet Approved

**AGREEMENT BY AND BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE AND
ST. AGNES HEALTHCARE, INC.**

THIS AGREEMENT ("Agreement") is entered into this _____, by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a Maryland municipal corporation, acting by and through the Mayor's Office of Neighborhood Safety and Engagement (the "City" or the "Department") and **ST. AGNES HEALTHCARE, INC.**, a not-for-profit formed and in good standing in the State of Maryland (the "Provider").

RECITALS

WHEREAS, the City has received funding from the Governor's Office of Crime Prevention, Youth, and Victim's Services' Violence Intervention and Prevention Program (VIPP-2019-007), to implement a Hospital Responders program based on the Cure Violence model;

WHEREAS, the City desires to use these grant funds for the implementation of a Safe Streets Hospital Responder Program in the neighborhoods surrounding Provider in coordination with the Franklin Square Safe Streets Site;

WHEREAS, the City has a need for a provider to implement a Safe Streets Hospital Responder Program on behalf of the City;

WHEREAS, the City has responsibility for oversight of this program;

WHEREAS, the Provider is qualified to render such services;

WHEREAS, the City hereby wishes to engage the services of the Provider and the Provider has agreed to provide the services described herein to the City; and

WHEREAS, Provider operates under an integrated hospital system:

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PURPOSE:

- 1.1** The purpose of this Agreement and Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, and Attachment 7 (collectively, the "Agreement") is for the Provider to plan and launch a comprehensive hospital-based violence intervention program that complements existing violence prevention efforts of the Safe Streets Program ("Project").

2. SCOPE OF SERVICES:

- 2.1.** The Provider shall provide services as described in the scope of services which is attached

hereto at **Attachment 3** and made part of this Agreement.

3. PROFESSIONAL RESPONSIBILITY:

- 3.1. The Provider shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.
- 3.2. The Provider warrants it is authorized by law to engage in the performance of the services of this Agreement. The Provider warrants it has secured all required licenses and certifications to provide services under this Agreement.

4. TERM:

- 4.1. The term ("Term") of this Agreement will commence upon approval by the Baltimore City Board of Estimates (the "Board") and will terminate on June 30th, 2022, unless otherwise extended or terminated according to terms of this Agreement. Upon mutual written agreement of the parties, and approval of the Board, this Agreement may be extended for an additional one (1) year period under the same terms. At least three (3) months prior to the expiration date of the initial term, the parties shall confer about whether to extend the term of this Agreement.

5. COMPENSATION:

5.1. Reimbursement.

- 5.1.1. The Provider shall provide the services agreed to in this Agreement as identified in **Attachment 3** for a total annual cost not to exceed Two Hundred Two Thousand, and Forty Nine Dollars and Thirty Seven Cents (\$202,049.37) (including expenses).
- 5.1.2. Payment in excess of the amount set forth above will not be made unless there is a mutually agreed upon change in the scope of services which requires an increase in the total Project cost. Such an increase in the total Project cost will only occur through a written amendment to this Agreement which is approved by the parties and the Board.

5.2. Payment.

- 5.2.1. The Provider shall submit invoices monthly to the City for work performed under this Agreement. Each invoice shall show the number of hours worked, the services performed, and expenses, if any, related to work performed up until the time of invoice submission. Expenses shall include transportation (train, air, taxi, mileage, tolls, and parking), lodging, meals, reproduction costs, and miscellaneous expenses to the extent allowable by the City according to the requirements of its Administrative Manual. Invoices will be structured in a format approved by the City.
- 5.2.2. City shall make its best efforts to pay the Provider for approved invoices within thirty (30) days of receipt of the invoices for work satisfactorily performed by the

Provider. Under no circumstances shall the City be required to pay any interest or additional charges of any kind whatsoever.

6. INSURANCE:

- 6.1.** The Provider shall procure and maintain the following specified insurance coverage during the entire life of this Agreement, including extensions thereof.
- 6.1.1.** Professional Liability, Errors, and Omissions Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim in the event that service delivered to this Agreement either directly or indirectly, involves professional services. If coverage is purchased on a “claims made” basis, the Provider warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period from the date of contract termination and/or conversion from a “claims made” form to an “occurrence” coverage form. Additionally, a three (3) year extended reporting period is required for those policies written on a “Claim’s Made Basis.” Said policy shall be required in the event the services performed, pursuant to this agreement, either directly or indirectly, involve or require professional services. Notwithstanding the foregoing, the Parties acknowledge that the Provider’s insurance coverage obligations may be fulfilled by Ascension’s Risk Management Plan. Provider’s liability insurance policy identified in this section may be provided through the Company’s self-insurance program, Greenspring Financial Insurance Limited, a captive insurance company licensed and domiciled in the Grand Cayman Islands, which shall maintain funding for such coverage at actuarially sound levels as determined at least annually by a qualified independent actuary.
- 6.1.2.** Workers’ Compensation coverage as required by the State of Maryland or other applicable State’s law.
- 6.1.3.** Commercial General Liability Insurance, at a limit of not less than One Million Dollars (\$1,000,000) per claim for claims arising out of bodily injuries or death, sexual molestation and abuse, and property damages, including products and completed operations coverage. For those policies with aggregate limits, a minimum limit of One Million Dollars (\$1,000,000) is required. Such insurance shall include contractual liability insurance. General Liability is also covered by a program of self-insurance.
- 6.1.4.** Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.
- 6.2.** The Provider’s insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
- 6.3.** To the extent of the Provider’s negligence, the Provider’s insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees, and agents.

Any insurance and/or self-insurance maintained by the City, its elected /appointed officials, employees, or agents shall not contribute with the Provider's insurance or benefit the Provider in any way.

- 6.4. Required insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- 6.5. Except for coverage of which Provider is not self-insured and approved by the City insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VII and said insurers must be licensed/approved to do business in the State of Maryland .
- 6.6. The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the Provider in connection with this Agreement.
- 6.7. The Provider shall furnish to the City a "Certificate of Insurance" as verification that coverage is in force.
- 6.8. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance required shall be a default by the Provider under this Agreement.

7. INDEMNIFICATION:

- 7.1. The Provider shall indemnify, defend and hold harmless the City, its elected/appointed officials, employees, and agents from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, and agents, arising as a result of: (a) breach of the Provider's representations, warranties, covenants, or agreements under this Agreement; (b) the Provider's violation or breach of any federal, state, local, or common law, regulation, law, rule, ordinance, or code, whether presently known or unknown; (c) breach of the Provider's confidential obligations, including data security and privacy obligations; (d) any claim that the intellectual property provided by the Provider within the scope of this Agreement infringes any patent, copyright, trademark, license or other intellectual property right. ; and (e) any direct or indirect, willful, negligent, tortious, intentional, or reckless action, error, or omission of the Provider, its officers, directors, employees, agents, or volunteers in connection with the performance of this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. This requirement shall be included in all subcontractor or sub consultant agreements.
- 7.2. The City shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the Provider settle any such claim, lawsuit or proceeding without City's prior written approval, which shall not be unreasonably withheld.
- 7.3. The City shall indemnify the Provider from and against any claims, actions or demands,

including, without limitation, reasonable legal and accounting fees arising or resulting from negligent acts or omissions of the City or its employees in connection with the performance of this Agreement. Notwithstanding the foregoing, the Provider agrees and understands that any obligation of the City to indemnify or assume liability under this Section and elsewhere in this Agreement is subject to available appropriations and shall be limited to an amount not greater than the maximum liability of a local government under the Local Government Tort Claims Act, Section 5-301 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland.

- 7.4. The Provider shall have the right to control the defense of all such claims, lawsuits, and other proceedings. In no event shall the City settle any such claim, lawsuit or proceeding without Provider's prior written approval, which shall not be unreasonably withheld.
- 7.5. The obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8. TERMINATION:

- 8.1. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the representations, warranties, covenants, terms or stipulations of this Agreement, the non-breaching party shall thereupon have the right to terminate this Agreement, provided the breaching party has failed to cure such violation within thirty (30) days after receiving written notification from the non-breaching party. The Provider will receive compensation for actual hours worked and actual expenses incurred for any approved invoices related to work completed prior to any early termination pursuant to the terms of this Agreement. Notwithstanding the above, the Provider shall not be relieved of liability to City for damages sustained by the City by virtue of any breach of this Agreement. Notwithstanding the above, Provider may terminate this Agreement if the City does not make payment to the Provider within sixty (60) days of written notice from the Provider that it has not received payment after submitting to the City an approved invoice according to Section 5.2.
- 8.2. Termination for Convenience. Either Party shall have the right to terminate this Agreement at any time during the Term of this Agreement, for any reason, including without limitation, its own convenience, upon thirty (30) days prior written notice to the other party. If this Agreement is so terminated and the Provider shall not have been in default, the Provider will be compensated for all work accomplished, but not yet paid for, in accordance with the provisions of this Agreement. The Provider will not receive any further payments under this Agreement.
- 8.3. Appropriations. The payment of invoices and any amounts due the Provider under this Agreement is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If funds are not appropriated for payment under this Agreement, the City may terminate this Agreement without the assessment of any charges, fees or financial penalties against the City by providing at least thirty (30) days written notice of intent to terminate to the Provider. The

Provider shall not begin any additional work or services related to this Agreement upon receipt of notification of intent to terminate by the City.

9. RETENTION OF RECORDS:

- 9.1. The Provider shall retain and maintain all records and documents relating to this Agreement for a minimum of three (3) years from the date of final payment under this Agreement or pursuant to any applicable statute of limitations, whichever is longer, except in cases where unresolved audit questions require retention for a longer period as determined by the City. To the extent allowable by federal and state laws with regard to protected health information, the Provider shall make such records and documents available for inspection and audit at any time to authorized representatives of the City, and if applicable to state and/or federal government authorized representatives. If the Provider should cease to exist, custody of all records related to this Agreement will be transferred to the City.
- 9.2. The Provider agrees to establish and maintain on a current basis:
- 9.2.1. General Journal;
 - 9.2.2. General Ledger;
 - 9.2.3. Cash Disbursement Journal;
 - 9.2.4. Payroll Register;
 - 9.2.5. Time and Attendance Records;
 - 9.2.6. Cumulative Leave Records;
 - 9.2.7. Maintain accounts receivable, accounts payable and equipment ledgers;
 - 9.2.8. Monthly Reconciliation of Bank Accounts;
 - 9.2.9. Monthly Reconciliation of Petty Cash Accounts; and
 - 9.2.10. Monthly Trial Balance.
- 9.3. The Provider further agrees that:
- 9.3.1. All checks shall be supported by official documentation;
 - 9.3.2. All contract expenditures for service shall be supported by approved documentation; and
 - 9.3.3. Individual Personnel File folders shall be maintained and shall contain all individual personnel actions.

10. AUDITS:

- 10.1. The Department requires each of its Providers to have an annual audit at its own (Provider's)

expense to coincide with its fiscal year to be performed by an independent audit firm. The Provider must ensure that any independent auditor engaged to perform their Uniform Guidance audit is qualified and meets Generally Accepted Government Auditing Standards (GAGAS) as issued by the Comptroller General of the United States.

- 10.1.1.** If the Provider expends \$750,000 or more in federal source funds in its fiscal year, it shall engage at its own expense an independent audit firm to perform an annual audit based on its fiscal year in compliance with the requirements of 2 C.F.R. 200 and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") as promulgated by the United States Office of Management and Budget ("OMB").
- 10.1.2.** If the Provider receives less than \$750,000 in federal source funds in its fiscal year, it shall engage at its own expense an independent auditor to perform a financial statement audit based on its fiscal year in accordance with 2 C.F.R. 200, Subpart F and Uniform Guidance.
- 10.1.3.** The Provider shall submit an original bound audit report and all management letters in hardcopy and PDF versions to the Department within thirty (30) days after the issuance of a the final audit report from the independent auditor. The Provider shall send the appropriate audit report to the Fiscal Unit of the Department.
- 10.1.4.** Irrespective of the amount of the award and of the particular audit requirements, the Department has the right to perform periodic fiscal and programmatic reviews and audits of the records and books of the Provider. The Department also has the right to request the Baltimore City Department of Audits to perform a review or an audit of the Provider.
- 10.2.** The Provider agrees to comply with funding requirements based on the funding source identified in Attachment One.
- 10.3.** The Provider shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by City, state, or federal auditors or their designated representatives, and reviewed by the Provider. The Provider will be billed by the Department for the amount of said audit disallowance and shall promptly repay such audit disallowance. In the event of such an audit disallowance, the Department may offset the current fiscal year award or subsequent year award by the amount of such audit disallowance.

11. INFRINGEMENT PROTECTIONS:

- 11.1.** The Provider represents and warrants to the City that to the best of its knowledge, any concepts, idea, studies, models, presentations, graphics, images, maps, guides, photos, printed materials, reports, brochures, operating manuals, designs, data, electronic files, software, processes, plans, procedures and other materials prepared by the Provider in performance of services under this Agreement (the "Property") do not infringe or otherwise violate any intellectual property right of others, including patent, copyright, trademark, or trade secret.

- 11.2. The Provider agrees to defend at its expense any action brought against the City to the extent based on a claim that the Property violates an intellectual property right. The Provider will pay any costs and damages finally awarded against the City in such action that are attributable to such claim, provided that the City promptly notifies the Provider in writing of the claim (provided, however, that the failure to so notify shall not relieve the Provider of its indemnification obligations), allows the Provider to control the defense, provides the Provider with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without the Provider's prior written consent. In no event shall the Provider agree to any settlements related to this Agreement without first receiving the City's written consent.
- 11.3. Should the Property become, or in the Provider's opinion be likely to become, the subject of any intellectual property claim, the City may at its sole option direct the Provider to (i) procure for the City the right to continue using the Property, (ii) replace or modify the Property so as to make it non-violating, or, if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and the City shall be entitled an equitable adjustment in accordance with the Agreement.

12. Intentionally omitted.

13. CONFIDENTIALITY:

- 13.1. The Provider agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of City or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the Provider after the expiration or earlier termination of this Agreement. For the purpose of this Agreement, "confidential information" is all information which is disclosed by, for or otherwise on behalf of a party (the "Disclosing Party") to the other Party ("Receiving Party") under or in reliance on this Agreement and/or in connection with the purpose of this Agreement, regardless of whether such information is marked or otherwise designated as "confidential" or delivered by verbal, written or electronic means, or in tangible or intangible form, and which a reasonable person familiar with the circumstances would understand to be confidential.
- 13.2. The City agrees that any confidential information received from Provider or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of Provider or pursuant to applicable federal, state, or local laws. The provisions of this Section shall remain binding upon the City after the expiration or earlier termination of this Agreement.
- 13.3. The Provider shall comply with all applicable federal and state confidentiality requirements regarding personal information. , including Md. Code Ann. State Gov. §10-1301 et seq.
- 13.4. As required under the Maryland Public Information Act, the Provider shall implement and

maintain reasonable security procedures and practices that are appropriate to the nature of the personal information disclosed to the Provider by the City or other government agencies and which are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction.

- 13.5. If the Provider becomes aware of any unauthorized access to, disclosure of, use of, or damage to the confidential information, the Provider shall within forty-eight (48) hours notify the City of all facts known to it concerning such unauthorized access, disclosure, use, or damage. Additionally, the Provider shall use diligent efforts to remedy such breach of security or unauthorized access that is caused by or attributed to the Provider's or its officers, directors, employees, subcontractors, agents, or volunteers in a timely manner, be responsible for any remedial measures required by statute, assist and cooperate with the City in any litigation against third parties that the City undertakes to protect the security and integrity of the confidential information, and deliver to the City, if requested, the root cause assessment and future incident mitigation plan with regard to any such breach of security or unauthorized access. The Provider shall comply with all applicable U.S. and international laws governing or relating to privacy, data security and the handling of data security breaches.
- 13.6. The Provider and the City shall comply with all applicable federal and state confidentiality requirements regarding the collection, maintenance, use and disclosure of health information. This includes, where appropriate, (1) the Health Insurance Portability and Accountability (HIPAA) Act of 1996 (42 U.S.C. § 1320d et seq. and implementing regulations at 45 CFR parts 160 and 164) as amended, (2) the Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. 290dd- 2, as implemented at 42 C.F.R. part 2) as amended; and (3) the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General § 4-30 I et seq.) as amended. The Provider expressly agrees that it will strictly comply with the confidentiality requirements of 34 U.S. Code § 10231 (which are incorporated herein by reference).

14. PUBLICATION:

- 14.1. Prior to any advertising, publicity, or promotional materials initiated by the Provider relating to the services under this Agreement, the Provider shall obtain prior written approval regarding such promotional materials from the City before such materials can be released. Materials shall be presented to the City for prior written approval and shall be returned to the Provider in a timely manner. Neither Party shall advertise the services hereunder or use the other Party's name or mark without prior written consent from the other Party. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

15. MODIFICATIONS AND AMENDMENTS:

- 15.1 Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

16. COMPLIANCE WITH LAWS:

16.1. The Provider hereby represents, warrants, covenants, and agrees that:

16.1.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.1.2. The Provider's name in this Agreement is its full legal name;

16.1.3. It has the requisite corporate power (if applicable), authority and legal capacity to enter into this Agreement and fulfill its obligations hereunder;

16.1.4. The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);

16.2. During the Term, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;

16.2.1. There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of the Provider's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of the Provider; and

16.2.2. It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement.

16.3. The Provider's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider.

17. CRIMINAL BACKGROUND CHECKS:

17.1. The Provider covenants and agrees that it and its subcontractors will conduct a criminal background check of its employees, agents, and volunteers commencing work under this Agreement. All costs of the criminal background check shall be borne by Provider or its subcontractors. As applicable pursuant to Md. Code Ann. Family Law Article, §5-550 et seq., the Provider and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Provider and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

18. DISPUTES:

- 18.1.** The City shall in all cases, determine the amount or quantity, quality, and acceptability of the work and expenses which are to be paid under this Agreement; shall decide all questions in relation to said work and the performance thereof, and; shall, in all cases, decide questions which may arise relative to the fulfillment of this Agreement or to the obligations of the Provider thereunder. To prevent disputes and litigation where the Provider is not satisfied with the decision of the City, the Provider shall submit the claim to the head of the City agency (or his/her designee), who will decide any dispute between the Provider and the City, and the head of the City agency's determination, decision and/or estimate shall be a condition precedent to the right of the Provider to receive any monies under this Agreement, and is subject to review on the record by a court of competent jurisdiction.

19. CITY REQUIREMENTS:

19.1. Nondiscrimination.

- 19.1.1.** The Provider shall operate under this Agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, religion, ancestry, national origin, ethnicity, sex, age, marital status, sexual orientation, gender identity or expression, disability, genetic information or other unlawful forms of discrimination except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The Provider shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 19.1.2.** The Provider shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, gender identity or expression, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. The Provider shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector subcontracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in Article 5, Subtitle 28 of the Baltimore City Code, as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 19.1.3.** Upon the City's request, and only after the filing of a complaint against the Provider pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, the Provider agrees to provide the City, within 60 calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Provider has used in the past four (4) years on any of its contracts that were undertaken with the Baltimore City Market Area as defined in Article 5, §28-1(d) of the Baltimore City Code, as amended from time to time, including the total dollar amount paid by the Provider for each subcontract or supply contract. The Provider agrees to fully cooperate in any investigation conducted by the City

pursuant to the City's Commercial Non-Discrimination Policy, as contained in Article 5, Subtitle 29, of the Baltimore City Code as amended from time to time. The Provider understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, debarment, and other sanctions. Any action by the City under this Section is only applicable to Services provided in this Agreement.

- 19.2. MBE/WBE.** The requirements of the Baltimore City Code, Article 5, Subtitle 28 (pertaining to Minority and Women's Business Enterprise), as amended, are hereby incorporated by reference into this Agreement. If applicable, failure of the Provider to comply with this subtitle shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Provider. The Provider will make good faith efforts to utilize minority and women's business enterprises and maintain records reasonably necessary for monitoring compliance with this subtitle. (*See Art. 5, § 28-54, Baltimore City Code*)
- 19.3. Conflict of Interest.** No elected official of the City, nor other officer, employee or agent of the City who exercises any functions or responsibilities in connection with this Agreement, shall have any personal interest, direct or indirect, in this Agreement. By executing this Agreement, the Provider asserts that it has not engaged in any practice or entered into any past or ongoing agreement that would be considered a conflict of interest with this Agreement. The Provider agrees to refrain from entering into all such practices or agreements during the Term of this Agreement (and any extensions thereto) that could give rise to a conflict of interest. Furthermore, the Provider asserts that it has fully disclosed to the City any and all practices and/or agreements of whatever nature or duration that could give rise to a conflict of interest and will continue to do so during the Term of this Agreement and any extensions thereto.
- 19.4. Unfair Labor Practices.** Notwithstanding any other provisions in instant Agreement, the Provider shall comply with the terms of the Board of Estimates of Baltimore City Resolution dated June 29, 1994 (if applicable) which states as follows:
- 19.4.1.** Providers, contractors, subcontractors, their agents and employees may not engage in unfair labor practices as defined under the National Labor Relations Act and applicable federal regulations and state laws.
- 19.4.2.** Providers, contractors, subcontractors, and their agents may not threaten, harass, intimidate or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievance.
- 19.4.3.** If the Board determines that a provider, contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said provider, contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts.
- 19.5. No Dumping.** The Provider's violation of any provision of City Health Title 7 ("Waste Control"), Subtitle 6 ("Prohibited Disposal"), constitutes a breach of this Agreement; and

the City may determine, in its discretion, whether the violation is a material breach warranting termination of this Agreement.

- 19.6. Local Hiring.** Article 5, Subtitle 27 of the Baltimore City Code, as amended (the “Local Hiring Law”) and its rules and regulations apply to every contract for more than \$300,000 made by the City, or on its behalf, with any person. The Local Hiring Law also applies to every agreement authorizing assistance valued at more than \$5,000,000 to a City-subsidized project. Please visit www.oedworks.com for detailed on the requirements of the law. If applicable, the Local Hiring Law and the Local Hiring Rules and Regulations shall be attached hereto and incorporated herein.

20. STATE REQUIREMENTS:

20.1. Political Contribution Disclosure. The Provider is aware of, and will comply with all applicable provisions of the Maryland Annotated Code, Election Law Article, §14-101 et seq., “Disclosure By Persons Doing Public Business”, (“Election Law”). The Provider certifies, in accordance with §14-107 of the Election Law, that it has filed the statement required under §14-104(b)(1) of the Election Law.

21. MISCELLANEOUS PROVISIONS:

- 21.1. No Waiver.** A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.
- 21.2. Severability.** Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.
- 21.3. Governance.**
- 21.3.1.** This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules.
- 21.3.2.** The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland. The parties hereby irrevocably waive any objections and any right to immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom.
- 21.4. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.
- 21.5. Agency.** Nothing herein contained shall be construed to constitute any party the agent,

servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

21.6. Notice.

21.6.1. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, “Notices”) shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:

Shantay Jackson, Director

Mayor’s Office of Neighborhood Safety and Engagement
100 Holliday Street
Baltimore, Maryland 21202

FOR THE PROVIDER:

Dawn O’Neill

Vice President, Population Health
900 S Caton Ave,
Baltimore, MD 21229

21.6.2. All Notices shall be effective upon receipt by the party to which notice is given.

21.7. Payments to the City. Any payment(s) to the City or any of its Departments, Agencies, Boards or Commissions due under the terms of this Agreement or arising incident thereto shall be made to the Director of Finance and be mailed or delivered to: Director of Finance c/o Bureau of Revenue Collections Abel Wolman Municipal Building 200 N. Holliday Street Baltimore, MD 21202. Wiring instructions may be obtained from the Bureau of Treasury Management.

21.8. Non-Hiring of Officials and Employees. The Provider agrees that no official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Agreement, shall during the pendency and terms of this Agreement and while serving as an official or employee of the City become or be an employee of the Provider or any entity that is a subcontractor of the Provider on this Agreement.

21.9. No Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any person or entity, other than the parties hereto, any interest, rights, or remedies (including, without limitation, any third party beneficiary rights) with respect to or in connection with this Agreement and shall not absolve either party hereto of legal liability to any third party.

21.10. Gender. Words of gender used in this Agreement may be construed to include any gender;

words in the singular may include the plural of words, and vice versa.

- 21.11. Headings. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.
- 21.12. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
- 21.13. Recitals. The recitals are hereby incorporated as part of this Agreement.
- 21.14. Survival. The representations, warranties, covenants promises and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.
- 21.15. Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 21.16. Independent Contractor.
- 21.16.1. It is agreed by the parties that at all times and for all purposes hereunder that the Provider is not an employee of the City. No statement contained in this Agreement shall be construed so as to find the Provider or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.
- 21.16.2. The Provider warrants that individual(s) performing work under this Agreement shall be employee(s) of the Provider for all purposes, including but not limited to unemployment insurance, tax withholdings, workers' compensation coverage as required by applicable federal and state law.
- 21.17. Contingent Fee Prohibition. The Provider warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Provider to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.
- 21.18. Assignability/Subcontracting. The Provider shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 21.19. Force Majeure. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public

enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

- 21.20. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal and hereby agree to impose the standard statute of limitations on this Agreement.
- 21.21. Null and Void. Should this Agreement not be approved by the Board, it shall be considered null and void.
- 21.22. Ethical and Religious Directives. While providing Services pursuant to this Agreement, Provider's activities shall be conducted in a manner consistent with, and the City shall not cause Provider to violate, the *Ethical and Religious Directives for Catholic Health Care Services* as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor. A copy of such directives is available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.
- 21.23. Further Assurances. Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, the Provider agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy (AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.
- 21.24. Pre-existing Regulations. Any procurement regulations approved by the Board that are in effect on the date of execution of this Agreement are applicable to this Agreement.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES TO APPEAR ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the parties hereto have executed and affixed seals to this Agreement on the day and year first above written.

ATTEST

**MAYOR'S OFFICE OF
NEIGHBORHOOD SAFETY AND
ENGAGEMENT**

Custodian of the Seal

By: _____
Shantay Jackson, Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**ST. AGNES
HEALTHCARE, INC.**

Ascension Legal Services.

By: _____
Mitchell Lomax
Chief Financial Officer

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Mara Hampton, Assistant Solicitor

**APPROVED BY THE BOARD OF
ESTIMATES**

Clerk

Date

ATTACHMENT 1

CONTRACT AND GRANT FUNDING IDENTIFICATION

A. City Contract Identification

City Contract #: CO#:

Name of PROVIDER: ASCENSION SAINT AGNES HEALTHCARE

Address (include city, state, and zip code): 900 S Caton Ave, Baltimore, MD 21229

Name	Title	Phone	E-mail
Crystal Miller	Deputy Director CVI	443.984.3404	Crystal.Miller@baltimorecity.gov
Rashad Singletary	Associate Director GVRS	443.257.5126	Rashad.Singletary@baltimorecity.gov

B. Federal/State/City Grant Funding Source Identification

Source of Funding:	<u>State</u>
Name of Awarding Agency:	Governor's Office of Crime Prevention, Youth, and Victim's Services'
Grant Title:	Violence Intervention and Prevention
Grant Id. #:	VIPP-2019-007
CFDA Id. #:	N/A
Term of Grant:	10/01/2018 - 06/30/2022
Grant Amount:	\$ 202,049.37
City Account #:	5000-511019-2255-702300-405001

1. PROVIDER acknowledges that the funding of this Agreement is from federal, state, and/or City funds. The identification of the source of funding is indicated above. As applicable, the PROVIDER shall comply with the requirements of the funding source, including but not limited to the terms and conditions of the notice of grant award, statutes and regulations, and manuals such as the U.S. MOCJ of Health and Human Services Grants Policy Statement and the Maryland MOCJ of Health and Mental Hygiene Human Services Agreements Manual. Upon the written request of the PROVIDER, the MONSE shall provide the PROVIDER with a copy of the above grant(s).

2. PROVIDER agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by executive order, federal, state or local statute, ordinance, rule or regulation or by policy announced by the Baltimore City Commissioner of Health. However, should the PROVIDER find such additional condition or conditions unacceptable, the PROVIDER may terminate this Agreement upon thirty (30) days written notice.

DRAFT - NOT YET APPROVED

DRAFT - NOT YET APPROVED