

PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____, 2017, by and between the **YOUR AGENCY HERE**, an agency and instrumentality of the Mayor and City Council of Baltimore, a Maryland municipal corporation (the "CITY"), and **YOUR THIRD PARTY PARTNER ORGANIZATION HERE**, a Maryland corporation (the "PROVIDER").

WHEREAS, the **YOUR SPECIFIC OFFICE HERE** is charged with the improvement of the divisions service delivery operations through the streamlining of processes, identifying inefficiencies, introduction of standard operating procedures, and data collection and analysis to support new program development or policy changes.

WHEREAS, the PROVIDER provides community services through, among other things, recruiting and employing talented leaders ("Fellows") dedicated to strengthening communities by working with various organizations on the frontlines of social change and PROVIDER desires to provide services to YOUR AGENCY; and

WHEREAS, YOUR AGENCY desires to engage the PROVIDER to render such services pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURPOSE & SCOPE OF SERVICES

YOUR AGENCY hereby engages the PROVIDER to provide the services of a Fellow to work with YOUR AGENCY under the supervision of YOUR SUPERVISING PERSON on matters assigned from time to time. These work responsibilities areas are **LIST YOUR AREAS HERE**. The work plan deliverables include: **a) DELIVERABLE A, b) DELIVERABLE B, c) DELIVERABLE C, and d) DELIVERABLE D**.

The Fellow would be provided to YOUR AGENCY on a full time basis, during customary working hours Monday to Friday, or on such schedule as approved by his supervisor at YOUR AGENCY. The Fellow will work at **YOUR LOCATION** location.

2. TERM

The term (the "Term") of this agreement shall be for twelve (12) months effective as of **START DATE** and ending on **END DATE** unless terminated earlier in accordance with Agreement.

3. REIMBURSEMENT, BUDGET, PAYMENT

1. Reimbursement. YOUR AGENCY shall reimburse the PROVIDER for satisfactorily rendering the services, as outlined in the Budget described in **Attachment 1**, in an amount not to xxxx Dollars (\$xxxx) for the Term. Any expenses/costs incurred by the PROVIDER in excess of this amount shall be the sole responsibility of the PROVIDER. The actual amount of funding to be paid to the PROVIDER depends upon the actual services provided. Any funds advanced to the PROVIDER prior to the execution of this Agreement are subject to the terms and conditions of this Agreement. The source of funds for this Agreement is from the **YOUR AGENCY SOURCE OF FUNDS** and the budget account number is xxxx-xxxxxx-xxxx-xxxxxx-xxxxxx.

2. Payment. Subject to the appropriation of funds, YOUR AGENCY shall use reasonable efforts to make payment under this Agreement within forty-five (45) calendar days of presentation of a request for payment by the PROVIDER. The PROVIDER'S request for payment shall be made on a monthly basis, and shall indicate the time periods and services for which payment is requested, and shall adhere to instructions and format required by YOUR AGENCY.

4. PROFESSIONAL RESPONSIBILITY

4.1. The PROVIDER, its employees, agents, subcontractors, and affiliates shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder.

4.2. The PROVIDER warrants that it, its employees, agents, subcontractors, and affiliates are authorized by law to engage in the performance of the services of this Agreement. The PROVIDER shall ensure that it, its employees, agents, subcontractors and affiliates have all required licenses and certifications to provide services under this Agreement.

5. INTENTIONALLY DELETED.

6. INSURANCE

The PROVIDER shall not commence work under this Agreement until it has obtained all insurance required under this section. Further, such insurance shall remain in force during the term of this Agreement. The PROVIDER shall name the *Mayor and City Council of Baltimore* and the **YOUR AGENCY HERE** as additional insured on all policies. The PROVIDER, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage:

6.1. Professional Liability, Errors and Omissions Insurance, with annual, aggregate limits of no less than One Million Dollars (\$1,000,000), pertaining to services rendered by professionals on behalf of the PROVIDER. 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.

6.2. Commercial General Liability Insurance 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. With those policies with aggregate limits, a minimum limit of Three Million Dollars (\$3,000,000) is required. This policy shall include broad form property damage if the PROVIDER uses any YOUR AGENCY or City of Baltimore owned facility (or facilities).

6.3. Business Automobile Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all 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.

6.4. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable federal or "other state's" state law.

6.5. The Mayor and City Council of Baltimore, YOUR AGENCY and their elected/appointed officials, employees, and agents shall be covered, by endorsement, as an additional insured's as respects to liability arising out of any activities performed by or on behalf of the PROVIDER in connection with this Agreement.

6.6. 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.

6.7. To the extent of the PROVIDER's negligence, the PROVIDER's insurance coverage shall be primary insurance as respects the CITY, YOUR AGENCY their elected/appointed officials, employees, and agents from any liability arising out of the PROVIDER's performance of the services hereunder. Any insurance and/or self-insurance maintained by the CITY, YOUR AGENCY, their elected/appointed officials, employees, or agents shall not contribute with the PROVIDER's insurance or benefit the PROVIDER in any way.

6.8. 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 and YOUR AGENCY. There will be an exception for non-payment of premium, which is ten (10) days notice of cancellation.

6.9. 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.

6.10. 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.

6.11. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided however, that no act or omission of the CITY or YOUR AGENCY shall in any way limit, modify or affect the obligations of the PROVIDER under any provision of this Agreement.

7. INDEMNIFICATION

7.1. The PROVIDER shall indemnify, defend and hold harmless the CITY, YOUR AGENCY, each of its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the CITY, YOUR AGENCY, each of its elected/appointed officials, employees, agents and volunteers, arising as a result of any activities caused by the direct or indirect, willful, or negligent act or omission of the PROVIDER, the Fellow, its officials, employees, agents, volunteers or contractors arising out of this Agreement.

7.2. In the event of any liability claim against the PROVIDER or its personnel, the PROVIDER and its personnel shall not seek to join the CITY, YOUR AGENCY or any of their elected/appointed officials, employees, agents, or volunteers in such action or hold such responsible in any way for legal protection of the PROVIDER and/or its personnel.

8. TERMINATION

8.1. Termination for Convenience. Any party may terminate this Agreement by giving to the other parties written notification thereof at least thirty (30) days prior to termination. Upon termination, the parties hereto agree that any adjustments necessary shall be forthwith made and all monies due for services satisfactorily rendered, in the sole discretion of the YOUR AGENCY, prior to termination shall be paid within sixty (60) days of the date of termination. Any funds advanced to the PROVIDER for services not yet rendered shall be returned to the YOUR AGENCY within sixty (60) days of the date of termination. The YOUR AGENCY shall not be obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

8.2. Termination for Cause. If the PROVIDER fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, YOUR AGENCY shall have the right to terminate the Agreement upon written notice thereof and specifying an effective date of termination. YOUR AGENCY may, in its sole discretion, allow the PROVIDER a specified time period in which to cure a breach and/or otherwise correct and/or improve its performance to YOUR AGENCY'S satisfaction. The parties agree that they shall make good faith efforts in the performance of this Agreement. YOUR AGENCY shall not be obligated to pay for any services rendered by the PROVIDER after the effective date of termination pursuant to this section.

8.3. Termination for Lack of Funds. In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, YOUR AGENCY may immediately terminate or amend this Agreement. YOUR AGENCY shall not be obligated to pay for any services rendered after the PROVIDER has received written notice of termination pursuant to this section.

9. MODIFICATIONS AND AMENDMENTS

Any and all modifications and amendments to the terms of the Agreement and the services and/or cost of the services to be performed shall be in writing and made by addendum(a) setting forth the modifications/amendments, which must be approved in writing by the Board of Estimates of the City of Baltimore.

10. ASSIGNMENT

The PROVIDER shall not assign this Agreement.

11. SUBCONTRACTING

The PROVIDER shall not enter into any subcontract for any of the services contemplated under this Agreement.

12. RETENTION OF RECORDS

1. The PROVIDER and its contractors shall maintain and retain all records and other documents related to this Agreement for a period 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 or YOUR AGENCY. The PROVIDER shall make such records and documents available for inspection and audit at any time to authorized representatives of the CITY or YOUR AGENCY, 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.

13. AUDIT

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. YOUR AGENCY 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. The PROVIDER shall send the appropriate audit report to the Fiscal Chief of YOUR AGENCY.

14. PUBLICITY

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 YOUR AGENCY before such materials can be released. Materials shall be presented to YOUR AGENCY for prior written approval and shall be returned to the PROVIDER in a timely manner.

15. COMPLIANCE WITH CONFIDENTIALITY LAWS

The PROVIDER agrees that any confidential information received from the CITY or YOUR AGENCY 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 the CITY or YOUR AGENCY or pursuant to applicable federal, state, or local laws. The provisions of this section shall remain binding upon the PROVIDER after the expiration or termination of this Agreement.

16. COMPLIANCE WITH LAWS

16.1. The PROVIDER hereby represents and warrants that:

a. It shall 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;

b. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to perform its obligations under this Agreement; and

16.2. The PROVIDER's violation of the above representations and warranties shall entitle YOUR AGENCY to terminate this Agreement immediately upon delivery of written notice of termination to the PROVIDER.

17. INTENTIONALLY DELETED.

18. NONDISCRIMINATION

18.1. 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, sex, age, marital status, sexual orientation, disability 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.

18.2. 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. 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. PROVIDER understands and agrees that violation of this clause is a material breach of the contract 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.

18.3. Upon the CITY's request, and only after the filing of a complaint against PROVIDER pursuant to Article 5, Subtitle 29, of the Baltimore City Code, as amended from time to time, 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 PROVIDER has used in the past 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 PROVIDER for each subcontract or supply contract. 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. PROVIDER understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

19. MINORITY AND WOMEN'S BUSINESS OPPORTUNITY REQUIREMENTS

Article 5, Subtitle 28 of the Baltimore City Code, as amended, is incorporated into this Agreement by reference. If applicable, the failure of the PROVIDER or its subcontractor to comply with this Subtitle is a material breach of this Agreement. The PROVIDER shall (i) fulfill Program commitments submitted with the bids; (ii) continue to make good faith efforts to utilize minority and women's business enterprises; and (iii) maintain records reasonably necessary for monitoring compliance with this subtitle. The PROVIDER is encouraged to use the MBE/WBE Directory available from the Minority and Women's Business Opportunity Office which can be contacted on 410-396-4355.

20. UNFAIR LABOR PRACTICES

Notwithstanding any other provisions in instant Agreement, 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:

20.1. 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.

20.2. 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.

20.3. If the Board of Estimates of Baltimore City determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said 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.

21. CONFLICT OF INTEREST

PROVIDER shall not allow any officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, to have any personal financial interest, direct or indirect, in this Agreement.

22. CONTRACTOR

22.1. 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 or YOUR AGENCY. 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 or YOUR AGENCY, and they shall be entitled to none of the rights, privileges, or benefits of employees of the CITY or YOUR

AGENCY.

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

23. MISCELLANEOUS PROVISIONS

23.1. No Waiver. The waiver of any term(s) of this Agreement, or the failure of the CITY or YOUR AGENCY to insist on strict compliance and prompt performance of any term(s) of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the CITY or YOUR AGENCY to enforce all terms strictly in the event of a continuous or subsequent default.

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

23.3. Governance. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, exclusive of its conflict of law rules. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.

23.4. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

23.5. Notice. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefor, or mailed, postage prepaid, to the other party by certified mail, return receipt requested to the following:

FOR THE PROVIDER
ORGANIZATION HEAD
Chief Executive Officer
THIRD PARTY ORG NAME
ADDRESS
ADDRESS

FOR YOUR AGENCY
AGENCY DIRECTOR
Director
YOUR AGENCY HERE
ADDRESS
ADDRESS
Baltimore, MD 21202

23.6. 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.

23.7. 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.

23.8. Multiple Copies. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

23.9. Recitals. The recitals are hereby incorporated as part of this Agreement.

23.10. Legal Authority. The signatory for the PROVIDER, below, certifies and warrants that the PROVIDER's name in this Agreement is the full legal name as designated in its corporate charter; that he/she is empowered to act and contract for the PROVIDER; and that if necessary, this Agreement has been approved by the Board of Directors of the PROVIDER.

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

23.12. Remedies Cumulative. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled.

23.13. Entire Agreement. This Agreement constitutes the entire, full and final understanding between the parties hereto and no party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

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Attachment 1

BUDGET

Funding Period: START DATE to END DATE

Total Project Budget: \$xxxxxxx

Stipend	\$ xxxxxxxx
Baltimore Corps Program Fee for Government Partners	\$ xxxx
Total Fringe: Life Insurance, Healthcare, etc. (22% of stipend)	\$ xxxxx
Unemployment	\$ xxxxxx
Strong City Management Fee	\$ xxxxxx
Total Cost	\$ xxxxxx