REQUIRED PROVISIONS FOR HEALTH CARE CONTRACTS

The Agreement shall mean the Agreement entered into by and between The Maryland-National Capital Park and Planning Commission (the "Commission") and the Contractor for the services set forth in the RFP. Contractor shall mean the Successful Proposer that enters into an Agreement with the Commission.

Contract and Contract Documents. This Agreement consist of the matters identified in this Section ___ (collectively, the "Contract Documents"), all of which are part of this Agreement as if fully set forth in this Agreement and all as amended from time to time:

[THE LIST OF DOCUMENTS BELOW ARE NOT ALL INCLUSIVE; COMMISSION RESERVES THE RIGHT TO INCLUDED ADDITIONAL DOCUMENTATION BASED ON THE CONTRACTOR'S PROPOSAL CONTENTS]

a. This Agreement and all Exhibits hereto;

b. Attachment A: the RFP;

c. Attachment B: the Proposal;

d. Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws, as applicable;

In the event of a conflict or any inconsistencies between or among the Agreement and any of the attachments hereto, the Contract Documents shall control in the following order of priority: this Agreement, then Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws, as applicable, then the RFP, then the Proposal.

The obligations, representations, terms and conditions set forth in the RFP, the Proposal, and Commission's Purchasing Manual, Procurement Practices, Rules, Regulations and Laws, are provisions of this Contract and are supplemental to the provisions set forth herein.

Contract Administration. This Agreement shall be administered, coordinated and directed on behalf of the Commission by the Executive Director or his/her designee (the "Contract Administrator").

Termination.

(a) The Agreement may be terminated by the Commission without cause, upon thirty (30) days written notice whenever the Commission shall determine that such termination is in its best interest. In the event of such termination, Contractor shall receive compensation for services rendered prior to the effective date of such termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

(b) Notwithstanding any provision in the Agreement, the Commission may immediately terminate the Agreement for cause for the following reasons: any non-performance, breach of warranty or representation, incomplete service, fraud, any fraudulent representation in any invoice or verification required to obtain payment under the Agreement, services performed in conflict with the terms and conditions of the Agreement or an unfavorable report resulting from a state or federal background investigation. The occurrence of any of these conditions shall constitute a material breach of the Agreement and the Commission may terminate the Agreement with written notice to Contractor effective immediately.

Termination for Non-appropriation. If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, the Agreement shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the Commission's rights or Contractor's rights under any termination clause in the Agreement. The effect of termination of the Contract hereunder will be to discharge both Contractor and the Commission from future performance of the Contract, but not from their rights and obligations existing at the time of termination. Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The Commission shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first.

Cross Default. In the event Contractor is in material breach in the due performance of the Agreement or any of its warranties, representations, or agreements hereunder, then Contractor will be deemed to be in material breach of any and all other existing contracts with the Commission. If there is a material breach, the Commission shall have the right, in its sole discretion, to immediately terminate any and all existing contracts with Contractor and to exercise all of its rights and remedies under this and any Contract with the Commission.

Compliance. Contractor does hereby covenant and agree with the Commission that it will well and faithfully perform or provide the services reflected in the Agreement. Contractor shall comply with the Commission Purchasing Manual, Practices, Rules and all other Commission regulations and with all

applicable laws pertaining to the payment and withholding of wages, worker's compensation, equal opportunity employment, and the subject matter and performance of the Agreement. Further, Contractor hereby represents and warrants that:

A. It is qualified to do business and is in good standing 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;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Agreement;

C. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under the Agreement; and

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the Agreement.

Insurance. Contractor shall maintain, at Contractor's sole expense, during the term of the Agreement, insurance which shall protect Contractor and any subcontractor(s) performing work under the Agreement, from claims, liability, legal actions, costs, expenses and damages, which may arise from performance of services or work under the Agreement. Contractor shall furnish a certificate of insurance to the Commission with this signed Contract, which has the types of coverage and limits required by the Commission's Risk Management Office. The Certificate shall name the Commission as an additional insured and shall provide that the Insurer shall provide forty five (45) days advance written notice to the Commission in the event of termination, modification or cancellation of coverage.

Certificate(s) of Contractor's insurance, shall be filed with the Commission to be held by it for the duration of the Contract, and shall be subject to its approval for adequacy of protection. No work shall be commenced or performed until the appropriate certificates of insurance are filed with and approved by the Commission. The Commission shall have the absolute right to terminate the Agreement if the policy of insurance is cancelled at any time for any reason and a new policy is not promptly obtained by Contractor and approved by the Commission.

Nondiscrimination in Employment. Contractor agrees a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability and to b) include a provision similar to that contained in subsection (a) above, in any subcontract except a subcontract for standard commercial supplies or raw materials. If Contractor is determined to be in violation of Federal, State or County non-discrimination in employment laws by an order, opinion or a decision of a court or an administrative body or agency, the Commission may terminate or suspend the Agreement,

and/or any other Commission Contracts in whole or in part, and the Commission may declare Contractor ineligible for any further contracts.

Contractor Responsibilities. The Contractor shall assume sole responsibility for all work to be performed under this Agreement. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by [DESCRIBE TYPE OF SERVICE PROVIDER] in the performance of services similar to the services to be performed hereunder. The Contractor confirms by its signature that it is thoroughly qualified and familiar with all required duties and responsibilities and will discharge the same diligently, fully, and properly, on an independent contractor basis, and in accordance with all applicable ethical and professional duties and obligations.

Independent Contractor. The Contractor is an independent contractor and the Contractor and Contractor's employees and agents are not agents or employees of the Commission.

Indemnification. The Contractor shall defend, indemnify and hold harmless the Commission and its Commissioners, officers, directors, employees, and agents from and against all actions, liability, claims, suits, judgments, damages, loss, settlement, cost or expenses (including reasonable attorneys' fees) of any kind and description, arising out of, or resulting from, the performance of the services of the Contractor under this Agreement or a breach of any or all of the Contractor's covenants, obligations, representations, and warranties set forth in this Agreement.

The Contractor shall immediately notify the Contract Administrator of any claim or suit made or filed against the Contractor or its subcontractors resulting from or relating to the Contractor's obligations under this Agreement, and will cooperate, assist, and consult with the Commission and indemnified parties in the defense or investigation of any claim, suit, or action made or filed against the Commission or the indemnified parties as a result of or relating to the Contractor's performance under this Agreement.

Nondiscrimination. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, religion, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, religion, national origin, and that reasonable accommodation is provided for disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law, this Agreement may be cancelled, terminated or suspended in whole or in part by the Commission, and the Contractor may be declared ineligible for further Commission Agreements.

Work Product. All data, material and work items produced by the Contractor under this Agreement shall be the sole property of the Commission. The Contractor may retain copies of such materials for its files.

Assignment. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement or any rights created hereunder to any person, firm, partnership, company, corporation or other entity without the prior written consent of the Commission, which consent may be withheld in their sole and absolute discretion.

Entire Agreement. This instrument contains the entire integrated agreement made by and between the parties hereto. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral; and may not be modified except by written agreement signed by the parties and attached hereto.

Severability. The invalidity or illegality of any provision of this Agreement shall not affect the remainder of this Agreement or any other provision of it. No waiver of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach hereof.

Applicable Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in a court of competent jurisdiction, in Prince George's County, Maryland.

Notice. Whenever the terms of this Agreement required that written notice be given to the other party, for whatever, reason, it shall be deemed sufficient to send said notice via facsimile and regular mail, or registered mail, postage prepaid, to the parties hereto at the address designated in the Agreement.

Disputes. This Agreement shall be subject to the provisions of the Commission's Practice 4-10 and the Commission's Purchasing Manual. These documents can be obtained by contacting the Commission's Purchasing Division. If there is a dispute concerning this Agreement, Contractor shall comply with Chapter 14 of the Commission's Purchasing Manual, which is the procedure for resolving contract disputes and claims between the parties. Pending resolution of a claim, the Contractor shall

proceed diligently with the performance of the Agreement in accordance with the Commission's Purchasing Manual.