

Restoration Storehouse

Quest to Expand & Improve Continuum of Care

By Attracting Additional Value Delivering Partners Draft Version 2

Restoration Storehouse (RS) welcomes additional partnerships with proven and diverse service providers in its mission to provide life changing support for those in need in Rockdale County. In addition to the policies outlined in the Collaboration and Space Use Agreement, all current and future core partners and supporting partners must be able to demonstrate agreement and cohesion with the Restoration Storehouse mission. All RS partners will be held accountable to demonstrate progress towards achieving specific performance indicators. Potential partners must complete a Partnership Application that must be reviewed and approved by the RS Board of Directors.

Partnership expectations include:

ARTICLE 1. SERVICES; COLLABORATION; REPORTING

A. Provider's Services.

- 1. General Requirements.** RS strives to provide direct services to Participants through a coordinated and effective equipping/empowering-oriented system of care aimed at breaking the cycle of poverty and homelessness, by using evidence-based practices. Provider agrees that Services will be performed in accordance with RS principles.
- 2. Specific Requirements.** Provider agrees to perform the Services in a timely, efficient, and professional manner, in accordance with this Agreement. Specific terms and conditions applicable to the Services are set out in Exhibit 1. Provider shall be solely liable and responsible for, and will handle all aspects of the Services, including providing (at its expense) all personnel, labor, supervision, training (other than RS- required training provided by RS) and licensing of Provider's Representatives and provision/procurement of all materials, labor, supplies, equipment, consumables, required therefor (other than any items that RS has expressly agreed herein to provide).

B. Collaboration. Provider and RS shall consult regularly concerning the Services, including results thereof. The Parties agree to meet at least quarterly and at other times on request of either Party.

C. Monitoring and Reporting Outcomes. Under the Development Authority Lease Agreement and other Legal Requirements, RS is required to provide certain services to Participants at the Campus, and is entering into this Agreement in furtherance thereof. Provider acknowledges that RS may be required to develop outcome measures and monitor Services of Provider against such measures and to periodically report results (at least annually and in some cases, more frequently) to the County and/or Development Authority and/or RS's other funding sources. Provider agrees to cooperate with RS in connection therewith, and without limiting

Exhibit 1, Provider will prepare and submit periodic reports to RS concerning the Services, in accordance with the schedule and format reasonably requested by RS and applicable Legal Requirements. Any such request by RS shall be deemed reasonable if required for purposes of RS's reporting obligations to the County or RS's other funding sources from time to time.

D. Recordkeeping and Inspection of Records. Provider must maintain accurate books and records concerning the Services. Upon request (and at the expense of the requesting entity) and subject to applicable Legal Requirements, Provider will make such records available for inspection and copying by RS (on behalf of itself or its funding sources) during the Term and for a period of four (4) years following termination of this Agreement, or for any longer period such records are required to be retained by applicable laws or regulations. As a condition of such access, any third party requesting access to such records may be required to enter into a confidentiality agreement, on terms acceptable to Provider and such third party. In addition, Provider agrees to provide the County with any data requested concerning the Campus, Services, or this Agreement.

ARTICLE 2. REQUIRED PAYMENTS BY PROVIDER TO RS

A. Monthly CAM Charges.

1. Amounts and Calculation. For each month during the Term, beginning with the month in which the Effective Date occurs, Provider shall pay RS a monthly fee in advance for use of the Assigned Space and Shared Space ("**CAM Charges**"), calculated in accordance with Exhibit 3. The CAM Charges constitute full payment to RS for: (a) Provider's license to occupy and use the Assigned Space; (b) an allocated portion (based on the square footage of Assigned Space) of RS's routine operating and maintenance costs, including utilities, insurance, replenishment fund, interior and grounds maintenance, and security, and (c) other items listed in Article VIII(C) or Exhibit 3. Any adjustment to CAM Charges as the result of an increase or decrease in the Assigned Space shall become effective on day on which the increase/decrease occurs. The CAM Charges for the first and last months of the Term will be pro-rated based on the number of days of actual occupancy, if Provider occupies the Assigned Space for less than a full calendar month.

2. Increases in CAM Charges. In order to recover increases in RS's operating and maintenance costs, RS may propose increases in the CAM Charges from time to time, by notifying Provider at least sixty (60) days prior to the effective date of each such proposed increase (each a "**Notice of Proposed Increase**"); however, RS may not propose such increases more often than once every twelve (12) months. If Provider disagrees with a Notice of Proposed Increase, Provider must notify RS that it does not accept the proposed increase ("**Notice of Disagreement**") within sixty (60) days after receiving the Notice of Proposed Increase. If Provider so notifies RS, the Parties will attempt to reach a mutually agreeable written resolution within thirty (30) days after RS receives the Notice of Disagreement, failing which either Party may terminate this Agreement at the end of such 30-day period by giving written notice to the other Party. Until the date of termination, Provider shall continue to pay the CAM Charges in effect prior to receiving the Notice of Proposed Increase. If, however, Provider does not deliver to

RS a Notice of Disagreement within the said 60-day period, Provider shall be deemed to have accepted the increase in CAM Charges as set forth in the Notice of Proposed Increase, and upon request by RS, will initial and return to RS a revised Exhibit 3 to reflect the agreed increase.

ARTICLE 3. OBLIGATIONS OF THE PARTIES

A. **Provider's Representations, Warranties and Covenants.** Provider represents, warrants and covenants that Provider:

1. Is a duly organized and existing nonprofit corporation in the State of Georgia, is exempt from federal income taxes, and shall maintain such tax-exempt status throughout the Term;
2. Has full right and authority to execute, deliver and perform this Agreement, and the person executing this Agreement on behalf of Provider was authorized to do so. Provider's entry into and performance of this Agreement is not barred by or breach, any agreement between Provider and a third party;
2. Has the requisite skills, experience, expertise and resources to provide the Services, and will provide the Services in accordance with the highest professional standards and all applicable Legal Requirements, including standards set of any regulatory agencies having jurisdiction, and any applicable accreditation, notification, licensing, permit and certification requirements;
3. Is familiar with Legal Requirements applicable to the Services and agrees to comply with it. If the Legal Requirements require any professional license(s) to perform its obligations hereunder, Provider will maintain such license(s) in good standing during the Term.
4. And its Representatives shall not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, handicap or familial status, in employment practices or in the admission to the Assigned Space or provision of Services, and shall comply with all Legal Requirements relating to non-discrimination.

B. **Provider Responsibilities.**

1. Provider will furnish, at its expense, all equipment, furniture, materials, consumables, supplies, and other items that are required for its use/occupancy of, and activities at, the Assigned Space other than those that are expressly identified as being provided by RS hereunder, including computers and computer software (and shall obtain and maintain throughout the Term all licenses required therefor)
2. Provider will ensure that all office furniture and other tangible items provided by RS are secured and maintained in good working order, and Provider will preserve any inventory control labels or other identification placed by RS thereon. Title to all such tangible items shall remain with RS and Provider is only granted a right to use same during the Term, and shall return the same to RS upon termination of this Agreement in good working order, ordinary wear and tear accepted, or shall provide replacements of equality quality.

C. RS Responsibilities. RS has no obligation to provide, purchase or otherwise facilitate any equipment, supplies, consumables, services or use of or access to any property, nor shall RS or the County / Development Authority have any liability associated therewith; *provided, however*, RS will:

1. Repair, maintain and replace, as it deems necessary, building components (including heating and air-conditioning units, hot water heaters, roof, exterior walls, windows, and electrical fixtures wiring and plumbing), in each case, other than any such maintenance, repairs or replacements necessitated by or in connection with the acts or omissions of Provider or Provider Representatives (which are the responsibility of Provider);
2. Maintain the Property grounds;
3. Provide janitorial services for trash pickup and basic facility cleaning for bathrooms, common areas and the Assigned Space;
4. Facilitate and pay for, garbage pick-up and disposal services from designated containers on Campus;
5. Maintain property insurance and pay property taxes (as applicable) for the Property;
6. Employ security officers and other security measures for the Property;
7. Provide utilities for the building, including water, sewer, electric, gas and VOIP telephone service;
8. Provide telephones for the Assigned Space and printer/copiers in the Shared Space;
9. Provide Internet access and limited technical support in order to troubleshoot Internet access issues;
10. Provide office furniture for the Assigned Space and Shared Space, and
11. any other items specified in Exhibit 1 or Exhibit 3 as being the responsibility of RS.

ARTICLE 4. CAMPUS SOFTWARE; PARTICIPANT INFORMATION; EACH PARTY'S CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

- A. Campus Software.** As applicable, Provider shall use RS's Homeless Management Information System ("**HMIS**") for purposes of coordinating its Services to Participants, and will share appropriate information with designated RS case managers, all as permitted by Legal Requirements and in accordance with RS Policies and RS's applicable license agreements. As a condition of obtaining access to HMIS, Provider will enter into any agreements from time to time that are required by RS of HMIS users.
- B. Participant Information.** Each Party agrees to comply with all applicable Legal Requirements concerning the privacy and security of Participants' personal information, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and associated regulations ("**HIPAA Regulations**"), and the Georgia Medical Records Privacy Act, in order to safeguard such information. Because protection of Participants' information is of paramount importance, it is a condition of this Agreement that the Parties enter into as of the Effective Date, a separate confidentiality agreement pursuant to the HIPAA Regulations and

RS's agreements with other funding sources ("**HPAA Agreement**"), which shall be in substantially the same form as for other Service Providers on Campus.

C. Confidential Information of RS and Provider.

1. Definition of "Confidential Information". "**Confidential Information**" means confidential and proprietary information, whether in oral, written or electronic form, received or otherwise acquired by a Party (the "**Recipient**") or any of its Representatives from the other Party ("**Disclosing Party**") or any of the Disclosing Party's Representatives in connection with this Agreement or the Services, but excludes Participants' personal information (which is covered by the HIPAA Agreement).

2. Restrictions on Use and Disclosure of Confidential Information. Confidential Information shall be used solely for the purpose of this Agreement and the Services (and in the case of RS, for managing comprehensive services on Campus (together, the "**Business Relationship**"). Each Recipient shall: (a) safeguard and keep all Confidential Information strictly confidential, and (b) except as expressly permitted by this Agreement or with prior written consent of the Disclosing Party, not disclose Confidential Information or permit access to Confidential Information by any person or entity, other than the Recipient's Representatives who are actively and directly involved in the Business Relationship, or who need to know Confidential Information for purposes of the Business Relationship, and in the case of RS, as required by its funding sources, and (c) not use Confidential Information for any purpose other than in connection with the Business Relationship.

3. Responsibility for Representatives. Each Recipient represents that all of its Representatives who have or will have access to Confidential Information are legally bound by a written agreement (at least as stringent as this provision) to maintain confidentiality thereof and not make or permit any use or disclosure of Confidential Information, except as authorized by this Agreement.

Each Recipient is responsible and liable for the unauthorized use and disclosure of Confidential Information by its Representatives and for any breach of this Agreement resulting from the acts or omissions of its Representatives or any person/entity to whom it or they have disclosed Confidential Information or that accesses Confidential Information in possession of the Recipient.

4. Ownership, Reproduction and Return of Confidential Information.

Confidential Information is the Disclosing Party's exclusive property, and shall not be copied or reproduced except for such limited copies the Recipient requires for the Business Relationship. At the request of the Disclosing Party, the Recipient shall immediately return all Confidential Information and copies thereof to the Disclosing Party (in any form), derivative information based thereon, or destroy all such Confidential Information, copies and derivative information and certify such destruction in writing to the Disclosing Party. Recipient is not required to return or destroy (a) copies of Confidential Information or other material prepared by it incorporating Confidential Information to the extent the same is required to be retained by Legal Requirements, and (b) Confidential Information in electronic form or stored on automatic computer back-up archiving systems during the period such backup or archived materials are retained under such Party's customary procedures and policies; *provided*, that any Confidential Information so retained shall be

maintained by Recipient shall continue to be subject to this Article, and archived or back-up Confidential Information shall not be accessed except as required by Legal Requirements or under terms of this Agreement

5. Limitations. Nothing herein restricts a Party from using its own Confidential Information, or prohibits use or disclosure of Confidential Information by a Recipient to the extent it: (a) is or becomes available in the public domain through no acts or omissions of the Recipient or its Representatives in violation of this Agreement; (b) prior to or after disclosure by the Disclosing Party, is lawfully known or lawfully becomes available to Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party, and that such source is not known by them to be prohibited from transmitting the information by any legal obligation; (c) is independently developed by the Recipient without Confidential Information; or (d) is required to be disclosed as a matter of law or pursuant to Legal Requirements, but subject to the Paragraph 6 below. Confidential Information shall not be deemed within the foregoing limitations merely because it is embraced by more general information available in the public knowledge or in Recipient's or its Representatives' possession. Any combination of features shall not be within the foregoing limitations merely because individual features are in the public knowledge or Recipient's or its Representatives' possession unless the combination itself is in the public knowledge or in possession or Recipient or its Representatives.

ARTICLE 4. INSURANCE

A. Insurance Required of Provider. Provider shall obtain and maintain, at its expense during the Term, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Georgia and with an A.M. Best financial strength rating of no less than "A-" and financial size rating no less than "VII," in the following types and amounts specified below, which are minimum requirements:

1. Commercial General Liability Insurance in amounts of at least \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, and \$2,000,000 general aggregate (including Broad Form Coverage, Contractual Liability and Bodily and Personal Injury) or the equivalent in umbrella or excess liability coverage;
2. Workers Compensation that fully complies with Legal Requirements, in limits not less than statutory requirements;
3. Employer's Liability Insurance with a minimum limit of \$1,000,000 for each claim, covering injury or death to any employee, which may be outside the scope of the worker's compensation statute, and in the aggregate as respects occupational disease;
4. Commercial Automobile Liability Insurance covering all owned, non-owned and hired vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, or such higher limit(s) as required by Legal Requirements; and
5. Property Insurance coverage on Provider's business personal property and all personal property owned, leased, held or possessed by Provider, and kept, stored

or maintained on the Property against loss or damage by theft, fire, and other casualties or causes for such amount reasonably determined by Provider, it being understood that Provider is responsible for all loss and damage to the equipment and property of Provider and its Representatives; and

6. Professional Liability with amounts of at least \$1,000,000.

B. Policy Requirements. Provider's policies listed above shall:

1. Name the Indemnified Parties (including in the case of the County / Development Authority, its elected representatives) as additional insureds by endorsements with the exception of the worker' compensation and professional liability policies;
2. Be endorsed with a Waiver of Subrogation endorsement, effectively waiving rights of recovery under subrogation or otherwise, against the Indemnified Parties;
3. Contain where applicable, a severability of interest clause and a standard cross liability clause, and provide that the "other insurance" clause shall not apply to Indemnified Parties where they are additional insureds on the policy;
4. insurance required under (A)(2) and (3) above shall be endorsed to include an Alternate Employer Endorsement; and
5. State that they are primary to and not contributory with any other insurance, including any self-insured retention, maintained by RS or the County, and when any policy issued to RS or the County provides duplicate or similar coverage, RS's and the County's policy will be excess over Provider's policy.

C. Certificates; Renewals. Certificates of insurance and copies of any endorsements or other evidence reasonably satisfactory to RS of all Provider insurance required under this Agreement shall be in the form of the "Accord" Certificate of Insurance, and reflect that they are for the benefit of the RS and the County, **and shall be delivered to RS (without cost to RS) within thirty (30) days after the Effective Date and all renewals thereof shall be delivered to RS at least ten (10) days prior to the expiration of the respective policy terms.** Provider shall notify RS at least ten (10) days prior to any cancellation or other material change of any such policy, and shall provide a replacement Certificate of Insurance and applicable endorsements to RS within five (5) business days following a suspension, cancellation or non-renewal of coverage.

ARTICLE 5. TAX-EXEMPT STATUS; FUNDRAISING

Each Party will continue to maintain its non-profit/tax exempt (or governmental) status during the Term. Should there be any change in such status of Provider, Provider shall immediately notify RS. Each Party shall be responsible for its own fundraising programs and initiatives; however, the Parties agree work together to raise funds when mutually beneficial, including any opportunities that may arise to collaboratively apply for governmental funds.

ARTICLE 6. INDEMNIFICATION; LIMITATION ON DAMAGES

A. Provider's General Release and Indemnification. To the maximum extent permitted by Legal Requirements, Provider will fully release, indemnify, defend and hold harmless the Indemnified Parties from and against any and all Liabilities of any kind and nature, including but not limited

to personal or bodily injury, death and property damage, made upon or suffered by, any Indemnified Party directly or indirectly arising out of, resulting from or related to, Provider's activities under this Agreement or presence on the Property, including any acts or omissions of Provider or any of its Representatives in performing this Agreement to the extent such Liabilities are caused by the negligence, gross negligence or intentional, willful or criminal misconduct of Provider or any of its Representatives.

The foregoing indemnity shall not apply to any Liabilities resulting from the negligence, gross negligence or intentional, willful or criminal misconduct of any Indemnified Party in instances where the same causes personal injury, death or property damage. In such case, if Provider and RS (or any other Indemnified Party) are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively (without waiving any governmental immunity available to the County and or any available defenses).

RS shall promptly advise Provider of any claim or demand against RS or any other Indemnified Party known to RS and related to or arising out of Provider's activities under this Agreement.

B. Environmental Indemnification. Provider agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all Liabilities arising out of: (a) the breach or violation of any Environmental Regulations by Provider or any of its Representatives; or (b) any property damage or personal injury caused by environmental conditions attributable to the activities of Provider or its Representatives. "**Environmental Regulations**" means all Legal Requirements relating to public health, safety or the environment, including those specifically referenced in the County Lease Agreement.

C. Survival; Limitation of Damages. This Article will survive termination of this Agreement. Neither Party shall seek or be liable under or in connection with this Agreement, for any punitive, indirect, special or consequential damages under any theory of liability, including loss of revenue or income; however, this limitation shall not apply to any amounts owing due to claims of third parties for which a Party is legally responsible.

We invite any organization who has reviewed this document and is interested in having a direct conversation about becoming a partner to fill out the information in ARTICLE 7.

ARTICLE 7. CONFIRMATION OF PARTNERSHIP INTEREST

A. Provider's General Information.

1. Name of organization: _____
2. Type of organization (check primary):
For Profit ____ Non profit 501c3 ____ Church ____
Other (please describe) _____
3. Name and position of contact person _____
Email address _____, Phone number _____
4. Services provided:

5. Location of services: _____
6. Measures of success / impact / value:

7. If you desire space, please describe types of space and approximate square footage:

