



Project Funding Request Application

Project Name: _____

Representative Name: _____ Organization Name: _____

Total Amount You Are Requesting (in USD) _____ Funding Needed (Date): _____

Basic Information			
<i>(Do not use if you are not representing an organization)</i>			
Organization Name		Organization Formed	
Address			
Organization License #		Website	
Organization Phone #		E-Mail	
Representative Name		Representative Position	
Describe About Your Organization			

About Representative			
Name		Date of Birth	
SSN/N.ID		Phone #	Work Phone
Position		E-Mail	

Brief Description of Your Project:



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Contractual Service Level Agreement

The details of this proposal and the information it contains are to be treated as confidential and may not be disclosed to anyone other than the recipient's employees, officers, and agents for the purpose of evaluation.

All applicant and proposed staff will be required to make an oral presentation to Our Caring Hands representatives. Significant representations made by beneficiaries during the oral presentation shall be submitted in writing. All such representations will become part of the proposal and are binding if the project is awarded. The Procurement Officer will notify the beneficiary of the time and place of oral presentations.

Scope of Service

This agreement represents a Service Level Agreement (SLA or Agreement) between Our Caring Hands, Inc. and _____, hereafter known as the beneficiary, for the purpose of the provision of contracts of Project Funding.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of the services covered as they are mutually understood by the stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Performance Standards

Our Caring Hands Procurement Officer has the primary responsibility for the management of the project, for the resolution of Our Caring Hands Agreement scope issues, and for authorizing any changes to the Agreement.

Beneficiary organization (_____) has the primary responsibility for the management of the work performed under the Our Caring Hands Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the Our Caring Hands Master Contract; and, in conjunction with the selected projects, achieving on budget/on time/on target (e.g., within scope) completion of the project's.

Nonperformance and End of Projects

In the event that Our Caring Hands is dissatisfied with the beneficiaries and or its personnel for not performing to the specified standards, said the project may be removed from future funding. Both parties will be in full communication as to the nature of the dissatisfaction however Our Caring Hands reserve the exclusive right to remove any funding's without any explanations and notification to beneficiaries.

Our Caring Hands reserve the exclusive right to all fixed assets, and it is the responsibility of beneficiaries to return all fixed assets to Our Caring Hands within 14 business days of notification or end date of the project. If beneficiaries fail to return any fixed assets Our Caring Hands may take any and all required action including legal judgments.



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Duration of Agreement

This Agreement will run for a period of _____ (_____) months from the date of signature and will be renewable under the terms and condition set forth.

Our Caring Hands, Inc. (Our Caring Hands) may visit beneficiary organization and beneficiaries (children's, students, parents, legal guardians etc.) at any time without any notification and may change or modify this agreement at Our Caring Hands sole discretion. Our Caring Hands, Inc. reserves the exclusive rights to suspend, cancel or terminate the agreement at any time without any notice or explanations.

Selection Procedure

Proposed project and beneficiaries will be assessed for compliance with the minimum qualifications in accordance with the Our Caring Hands bylaws. Beneficiaries and project who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

Beneficiaries Proposals deemed technically qualified will have their financial proposal considered. All others will receive an e-mail notification from the Our Caring Hands Procurement Officer of not being selected.

Our Caring Hands will conduct interviews of all beneficiaries proposed projects in each Proposal that meets minimum qualifications.

Contract Management Oversight Activities

Our Caring Hands will be performing periodic audit management oversight on the projects. As part of that oversight, Our Caring Hands has implemented a process for self-reporting contract management activities. This process shall typically apply to an active project for operations and maintenance, but all Our Caring Hands funded projects are subject to review.

Belo is the Our Caring Hands Self-Reporting Checklist. The beneficiary shall complete and return the checklist as instructed on the checklist. Subsequently, at three-month intervals from the due date on the initial checklist, the beneficiary shall update and resend the checklist to Our Caring Hands.

Non-Disclosure and Confidentiality Agreement

Certain system documentation may be available for potential Officers to review at a reading room at Our Caring Hands Center. Officers who review such documentation will be required to sign a Non-Disclosure Agreement.

In addition, certain documentation may be required by the Our Caring Hands project Agreement in order to fulfill the requirements of the Our Caring Hands Project Agreement. Beneficiary, employees, and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement.

Beneficiaries should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Our Caring Hands under the Public Information Act, of the local and federal Government Article of the Annotated Code. Beneficiaries are advised that, upon request for this information from



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a third party, Our Caring Hands Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Conflict of Interest

Our Caring Hands beneficiary awarded the project Agreement shall provide services for Our Caring Hands and its agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each beneficiary shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 with this Proposal agreement. If the Our Caring Hands Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of Our Caring Hands bylaws, Our Caring Hands Procurement Officer may reject a beneficiary Proposal without any further explanations.

The beneficiary should be aware that the Our Caring Hands Ethics Law, might limit the selected beneficiaries ability to participate in future related procurements, depending upon specific circumstances.

Hold Harmless Affidavit

In receiving the FREE /no-fee educational assistance, financial assistance, school supplies, general supplies, merchandise, equipment's, and other services provided by volunteers on behalf of the Our Caring Hands, Inc. (Our Caring Hands), I / We undersign hereby agree to forever hold harmless and release from any and all legal and financial liabilities from the said volunteer/s, the organization and its employees and officers for providing the said services in good faith. I / We acknowledge and understand that the volunteers who assist us are not providing any legal advice or services.

Beneficiaries to Recognize Our Caring Hands:

The following are the responsibilities of the beneficiaries in the ongoing support of the Agreement.

- Our Caring Hands Logo to be used in beneficiary's website for the time period it will continue its contribution (logo must be embedded with website address as a hyperlink)
- Signage of Our Caring Hands within the facility as a partner/donor organization
- Assisting as promotional support for this endeavor motive
- Direct participation in a social welfare project
- Publicity through the niche group of students
- Participation in a social worker with a dedicated non-profit organization

Proposal and Budget Submission

Our Caring Hands Procurement Officer will not accept submissions after Our Caring Hands date and exact time. Our Caring Hands Proposal is to be submitted via e-mail attachment or by mail as MS Word format. The "subject" line in the e-mail submission shall state the Our Caring Hands Funding Application. The first file will be the Proposal technical response to this proposal and titled, "Our Caring Hands Funding Application". The second file will be the financial response to this proposal, "Budget & Price Proposal". The following proposal documents must be submitted with required signatures clearly visible:



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- Attachment 1 – Our Caring Hands Funding Application
- Attachment 2 – Detail Project Concept Note (including technical portion)
- Attachment 3 – Budget & Price Proposal (1-year, 3 years and 5 years)
- Attachment 4 – Conflict of Interest Affidavit

Conflict of Interest Affidavit and Disclosure

- a. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the donor organization, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- b. "Person" has the meaning stated in and includes an organization, bidder, Officer, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a project proposal or offer is made.
- c. The beneficiaries and its Officer warrants that, except as disclosed, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- d. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- e. The beneficiaries and its Officer agree that if an actual or potential conflict of interest arises after the date of this affidavit, the beneficiaries and its Officer shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the beneficiaries and its Officer have taken and propose to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the project has been awarded and performance of the agreement has begun, the beneficiary shall continue performance until notified by the Our Caring Hands procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)



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Non-Disclosure and Confidentiality Agreement (Beneficiary Officer)

This Non- Disclosure and confidentiality Agreement (the "Agreement") is made this _____ day of _____, _____, by and between _____ (hereinafter referred to as "the OFFICER/Beneficiary ") and the Our Caring Hands, Inc. (hereinafter referred to as " the Donor Organization").

OFFICER warrants and represents that it intends to submit a project Proposal. In order for the OFFICER to submit a project Proposal, it will be necessary for Our Caring Hands to provide the OFFICER with access to certain confidential information including, but not limited. All such information provided by Our Caring Hands shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described here OFFICER agrees as follows:

1. OFFICER will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its project Proposal.
2. Each employee or agent of the OFFICER who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFICER shall provide originals of such executed Agreements to Our Caring Hands. Each employee or agent of the OFFICER who signs this Agreement shall be subject to the same terms, conditions, requirements, and liabilities set forth herein that are applicable to the OFFICER.
3. OFFICER shall return the Confidential Information to Our Caring Hands within five business days of Our Caring Hands' Notice of recommended award. If the OFFICER does not submit a Proposal, the OFFICER shall return the Confidential Information to Our Caring Hands on or before the due date for Project Proposals.
4. OFFICER acknowledges that the disclosure of the Confidential Information may cause irreparable harm to Our Caring Hands and agrees that Our Caring Hands may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. Our Caring Hands' rights and remedies hereunder are cumulative and Our Caring Hands expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFICER'S failure to comply with the requirements of this Agreement. The OFFICER consents to personal jurisdiction in accordance with the law of the land with In the event Our Caring Hands suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFICER or any employee or agent of the OFFICER to comply with the requirements of this Agreement, OFFICER and such employees and agents of OFFICER shall hold harmless and indemnify Our Caring Hands from and against any such losses, damages, liabilities, expenses, and/or costs.
5. This Agreement shall be governed by the laws of the land and in accordance with Our Caring Hands bylaws.
6. OFFICER acknowledges that pursuant to Our Caring Hands Finance and Procurement Article of the Annotated Code, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine up to \$20,000.00 and/or imprisonment not exceeding 5 years or both subject to law of the land. OFFICER further acknowledges that this Agreement is a statement made in connection with a procurement contract.
7. The individual signing below warrants and represents that they are fully authorized to bind the OFFICER to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFICER of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Representative Name: _____ Signature: _____

Title: _____ Address: _____



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Non-Disclosure and Confidentiality Agreement (Beneficiary Organization)

THIS NON-DISCLOSURE AND CONFIDENTIAL AGREEMENT ("Agreement") is made as of this _____ day of _____, _____, by and between Our Caring Hands, Inc. ("Our Caring Hands"), acting by and through its beneficiary organization (the "beneficiary"), a corporation with its principal business office located at _____.

RECITALS

WHEREAS, the beneficiary has been awarded a project proposal Agreement (the "Agreement") issued under the Our Caring Hands Project Funding procurement issued by the Department; and

WHEREAS, in order for the beneficiary to perform the work required under the project proposal Agreement, it will be necessary for Our Caring Hands to provide the beneficiary and the beneficiaries employees and agents (collectively the "beneficiaries Personnel") with access to certain confidential information regarding _____ (will fill by office) (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the project proposal Agreement, and for other good and valuable consideration, the receipt, and sufficiency of which the parties acknowledge the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by Our Caring Hands to the beneficiary in connection with the project proposal Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the beneficiary views, takes notes from, copies (if Our Caring Hands agrees in writing to permit copying), possesses or is otherwise provided access to and use of by Our Caring Hands in relation to the project proposal Agreement.
2. Beneficiary shall not, without Our Caring Hands' prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by Our Caring Hands except for the sole and exclusive purpose of performing under the project proposal Agreement. The beneficiary shall limit access to the Confidential Information to the beneficiary Personnel who have a demonstrable need to know such Confidential Information in order to perform under the project proposal Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Beneficiary Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Beneficiary. The beneficiary shall update Exhibit A by adding additional names as needed, from time to time.
3. If the Beneficiary intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance who will otherwise have a role in performing any aspect of the project proposal, the Beneficiary shall first obtain the written consent of Our Caring Hands to any such dissemination. Our Caring Hands may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Beneficiary hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.



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5. The beneficiary shall promptly advise Our Caring Hands in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Beneficiary Personnel or the Beneficiary former Personnel. The beneficiary shall, at its own expense, cooperate with Our Caring Hands in seeking injunctive or other equitable relief against any such person(s).
6. The beneficiary shall, at its own expense, return to the Department, and all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Beneficiary.
7. A breach of this Agreement by the Beneficiary or by the Beneficiary Personnel shall constitute a breach of the project proposal Agreement between the Beneficiary and Our Caring Hands.
8. Beneficiary acknowledges that any failure by the Beneficiary or the Beneficiary Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to Our Caring Hands and that monetary damages may be inadequate to compensate Our Caring Hands for such breach. Accordingly, the Beneficiary agrees that Our Caring Hands may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Beneficiary consents to personal jurisdiction in the Maryland State Courts. Our Caring Hands' rights and remedies hereunder are cumulative and Our Caring Hands expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the Beneficiary and the Beneficiary Personnel for a failure to comply with the requirements of this Agreement. In the event Our Caring Hands suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Beneficiary or any of the Beneficiary Personnel to comply with the requirements of this Agreement, the Beneficiary shall hold harmless and indemnify Our Caring Hands from and against any such losses, damages, liabilities, expenses, and/or costs.
9. Beneficiary and each of the Beneficiary Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Beneficiary shall provide originals of such executed Agreements to Our Caring Hands.
10. The parties further agree that:
 - a) This Agreement shall be governed by the laws of the land and Our Caring Hands bylaws;
 - b) The rights and obligations of the Beneficiary under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of Our Caring Hands;
 - c) Our Caring Hands makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e) Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f) The Recitals are not merely prefatory but are an integral part hereof.

Document Prepared By: (please print or type)

Name: _____

Position: _____

Signature: _____



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Execution of Funding Application

I am _____ on Behalf of _____, undersigned, certify that I agree to the above terms and conditions and acknowledge the Confidentiality of this application and executed on the,.....day of.....

Representative Signature

Date:

DO NOT WRITE BELOW THIS LINE			
Approved Amount		Date Disbursed	
Denied: Reason for Denial			
Approved By		Signature	
Date			