

REVIEWER AGREEMENT

This Agreement is made by and between Montgomery County, Maryland (the “County”) and [Name, address] (“Reviewer”).

I. BACKGROUND

WHEREAS, the Montgomery County Office of Grants Management (“OGM”) is responsible for administering the County’s Grants Programs. OGM has a need for qualified individuals to assist in the review of applications for various County grants and to make initial recommendations to the County for the approval or denial of grant funds based on the information provided by the applicant pursuant to the law and applicable executive regulations; and

WHEREAS, OGM posted a request for applications for individuals to fill the role of grant reviewers; and

WHEREAS, the Reviewer has submitted an application to OGM representing that Reviewer has the experience and qualifications to provide the services as set forth in this Agreement to the satisfaction of the County; and

WHEREAS, during the course of reviewing grant applications, the Reviewer will have access to Confidential Information provided by applicants;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

II. SCOPE OF SERVICES

A. Method of Assigning and Accepting Work

1. Upon identifying a need for assistance with grant application review, OGM will:
 - a. Vet the Reviewer for Conflicts of Interest based on the information provided in the application;
 - b. Email the Reviewer the following information (collectively, the “Scope of Work”):
 - The applicable Notice of Funding Opportunity (“NOFO”), inclusive of the evaluation criteria;
 - A list of all the organizations who have submitted applications pursuant to the NOFO;
 - A list of application(s) which OGM proposes to assign to the Reviewer;
 - The fixed, flat fee to be paid for the assignment;
 - A deadline by which Reviewer must accept or reject the assignment; and
 - The anticipated deadline for completion of the reviews.

- c. If Reviewer does not accept the proposed assignment within the time frame specified in OGM's email, the assignment will be considered declined by Reviewer. OGM reserves the right to then offer the assignment to another Reviewer.
 - d. Upon receipt of confirmation of the Scope of Work and no Conflict of Interest by the Reviewer, OGM will make available the application(s) to be reviewed;
 - e. The Reviewer will participate in required trainings provided by OGM;
 - f. OGM will assign applications to the Reviewer in the OGM Grants Portal;
 - g. Upon completion of their assignment, the Reviewer will submit an invoice to OGM using the template provided.
2. By accepting an assignment, Reviewer certifies that:
 - a. Neither Reviewer nor any member their family are, or have been within the past three years, employed by, contracted by, or volunteered with an entity who has submitted an application pursuant to the subject NOFO, whether or not that application has been assigned to Reviewer; and
 - b. Neither Reviewer nor any member of his/her/their family have any financial, social, or personal interest in the outcome of the subject grant award; and
 - c. Reviewer has no other known conflicts of interest; and
 - d. Reviewer will promptly report any conflict of interest that arises during the course of the review; and
 - e. Reviewer will act independently and impartially in the review of the grant application(s) and the making of recommendations to the County.
 3. The assignment of an application for review is solely at the County's discretion. This is a requirements-type agreement. The County makes no representation, promise or guarantee of any assignments being made to Reviewer.

B. Training

1. Prior to commencing any work, Reviewer must participate in training courses provided by OGM. OGM will advise Reviewer as to what training course(s) must be completed. Reviewer will not be compensated for training time.

C. Review of Grant Applications

1. Reviewer must complete review of the assigned grant application(s) and submission of initial recommendations to the County in the timeframe specified by the County at the time of assignment.
2. Reviewer must thoroughly review and evaluate the grant application(s) using the criteria established by OGM and set forth in the NOFO.
3. Reviewer must recommend approval or denial of grant funds based on the information provided by the applicant.

4. All reviews and recommendations must be completed using the evaluation form within the OGM grant portal.

III. COMPENSATION AND INVOICING

- A. The County will compensate the Contractor for services provided under this Contract at the fixed fee set by the County for review of applications under the subject NOFO.
- B. Upon completion of their assignment, the Reviewer will submit an invoice to OGM using the template provided. Each invoice must include:
 1. Reviewer's name, address, contact number, and CVRS Vendor ID (Reviewer's name must match the name in the CVRS registration);
 2. The name of the NOFO for which the application(s) were reviewed;
 3. The dates of the assignment;
 4. Number of applications reviewed;
 5. The total amount that is due based on the fixed fee set at the time of assignment; and

Invoices must be submitted to OGM through the OGM grant portal.

- C. Total compensation paid to Reviewer under this Agreement must not exceed \$10,000.00.

IV. TERM

This Agreement is effective upon signature by the County's Director, Office of Grants Management, and ends after two years or after total compensation paid to Reviewer reaches \$10,000.00, whichever event occurs first.

This Agreement may be terminated at any time by either party upon ten (10) days written notice. Reviewer must submit to the County an Invoice for any services performed prior to the date of termination within ten (10) days following the termination of the Agreement.

V. CONFIDENTIALITY AND NON-DISCLOSURE

- A. "Confidential Information" means any and all information provided by or made available by an applicant or the County to the Reviewer in connection with a NOFO, grant application, or grant program, regardless of the form, format, or media on or in which the Confidential Information is provided, regardless of whether any such Confidential Information is marked as such. Confidential Information includes any personal identifiable or financial information contained in grant applications such as tax returns, tax ID numbers, and social security numbers.
- B. Reviewer must hold the Confidential Information in trust and in strictest confidence, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties.

- C. Reviewer must not, without the County's prior written consent, disclose any Confidential Information provided by the County or a grant applicant to the Reviewer except for the sole and exclusive purpose of performing the services set forth in this Agreement.
- D. Confidential Information does not include information that:
 - 1. entered the public domain through no fault of the Contractor subsequent to the disclosure of the Confidential Information;
 - 2. is required to be disclosed by operation of law.
- E. Reviewer must promptly advise the County in writing if Reviewer becomes aware of any unauthorized use, misappropriation, or disclosure of the Confidential Information. Each party, at its own expense, will cooperate with the other party in seeking injunctive or other equitable relief against any such person(s) who disclosed the Confidential Information. Under no circumstances will either party be responsible for the other party's attorney's fees.
- F. Reviewer acknowledges that the disclosure of the Confidential Information may cause irreparable harm to a grant applicant and/or the County, that monetary damages may be inadequate to compensate for such breach, and agrees that the County may seek an injunction in the Circuit Court for Montgomery County, Maryland, to prevent the disclosure, copying, or other impermissible use of the Confidential Information.
- G. Reviewer's obligations to not disclose and hold Confidential Information in trust and in strictest confidence shall survive the termination of this Agreement.

VI. ADDITIONAL TERMS

- A. No Employment Relationship. The Reviewer is an independent contractor. No employment relationship is established between the County and the Reviewer by this Agreement. The Reviewer is not an agent of the County.
- B. No Assignment. The Reviewer must not assign or transfer this Agreement, any interest herein, or any claim hereunder.
- C. Ownership of Documents. All documents, materials, or data developed as a result of this Agreement are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this Agreement. The County may use this information for its own purposes, including reporting to state and federal agencies.
- D. Ethics Requirements. The Reviewer must comply with the ethics provisions contained in Chapters 11B and 19A of the Montgomery County Code, which include the following:
 - 1. A prohibition against making or offering to make certain gifts. Section 11B-51(a).
 - 2. A prohibition against kickbacks. Section 11B-51(b).
 - 3. A prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).

4. A prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
5. A restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
6. A prohibition against contingent fees. Section 11B-53.

Furthermore, the Reviewer specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, if applicable, the Reviewer must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

- E. Information Security. Reviewer must comply with the County's Administrative Procedure 6-1; Use of County-Provided Internet, Intranet, and E-mail Services, a copy of which is attached hereto and incorporated herein by reference.
- F. Time. Time is of the essence.
- G. Choice of Laws and Venue. This Agreement is governed by Maryland law. Venue for any dispute hereunder lies in the Circuit Court for Montgomery County, Maryland.