

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.
BY: MARK G. GIANNOTTI, ESQUIRE
IDENTIFICATION NO. 201676
ONE PENN CENTER
1617 JOHN F. KENNEDY BLVD., SUITE 1010
PHILADELPHIA, PA 19103
(215) 564-6688**

Our File No. 1977-108531

PUBLIC HEALTH MANAGEMENT
CORPORATION
1500 MARKET STREET
PHILADELPHIA, PA 19102

v.

TURNING POINTS FOR CHILDREN
415 S. 15TH STREET
PHILADELPHIA, PA 19146

AND

TURNING POINTS CUA 3, LLC
415 S. 15TH STREET
PHILADELPHIA, PA 19146

AND

THE TURNING POINTS FOR CHILDREN
CHARITABLE FOUNDATION
415 S. 15TH STREET
PHILADELPHIA, PA 19146

ATTORNEY FOR **PUBLIC HEALTH MANAGEMENT CORPORATION**
G. IMPERATO

*Filed and Attested by the
Office of Judicial Records*



COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JULY TERM
NO.

JURY TRIAL DEMANDED
(12 JURORS)

“NOTICE

“You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE SERVICE

“AVISO

“Le han demandado a usted en la corte. Si, usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL

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**ATTORNEY FOR PLAINTIFF,
PUBLIC HEALTH MANAGEMENT
CORPORATION**

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

**JULY TERM
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**JURY TRIAL DEMANDED
(12 JURORS)**

COMPLAINT - CIVIL ACTION

And now, Public Health Management Corporation ("Plaintiff" or "PHMC"), by and through its undersigned counsel Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., files the instant Complaint.

PARTIES

1. Plaintiff, Public Health Management Corporation is a nonprofit public health institute, under Pennsylvania law with a principal place of business at 1500 Market Street, Philadelphia, PA 19102.
2. Defendant, Turning Points for Children, (hereinafter "TPFC") is incorporated as a non-profit 501(c)(3) corporation under Pennsylvania law with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146.
3. Defendant TPFC regularly conducts business in Pennsylvania and Philadelphia County.

Factual History

4. On June 21, 2019, E.M.H., initiated a civil action in Philadelphia County against TPFC, Turning Points for Children CUA 3, LLC, The Turning Points for Children for Children Charitable Foundation (hereinafter collectively as "Turning Points Defendants") and Carson Valley Children's Aid, which was later amended on June 30, 2020, to include Plaintiff as an additional defendant. *See* true and accurate copy of E.M.H. Amended Civil Complaint attached hereto as Exhibit "A."
5. On November 6, 2019, S.E. and C.C., also initiated an action in Philadelphia County against Turning Points Defendants, which was later amended on March 11, 2020, to include Plaintiff. *See* true and accurate copy of S.E. and C.C.'s Amended Complaint attached hereto as Exhibit "B."
6. On September 16, 2021, both actions were consolidated pursuant to Pa.R.C.P. 213. *See* true and accurate copy of September 16, 2021, Order attached hereto as Exhibit "C."

7. The civil actions incorrectly lumped PHMC together with the Defendants, TPFC, Turning Points for Children CUA 3, LLC, The Turning Points for Children for Children Charitable Foundation collectively referring them to as the “TPFC Defendants.” *See generally* Exhibits “A” and “B.”

8. The gravamen of the Amended Complaints involved allegations that Defendants collectively, by and through their agents and/or employees, failed to provide adequate case management services resulting in ongoing abuse. *See id.*

9. The Amended Complaints also asserted a collective claim for Negligent Infliction of Emotional Distress which relied upon the aforementioned alleged acts of abuse. *See id.*

10. On February 1, 2013, Plaintiff and TPFC, entered into an Affiliation Agreement (hereinafter “Affiliation”) which, *inter alia*, set forth mutual covenants and defined the relationship of the parties. *See* true and correct copy of the Affiliation Agreement attached hereto as Exhibit “D.”

11. The Affiliation states that “PHMC shall become the sole member and parent of TPFC, and TPFC shall become a membership subsidiary of PHMC.” Id. at ¶ 1.

12. The Affiliation provides that Plaintiff was to retain its corporate identity and neither party assumed nor intended to assume any of the liabilities or obligations of the other under any circumstances, and no such assumption of liability was to be implied. Id. at ¶ 9.

13. The Affiliation further states that, “pursuant to a separate written agreement (‘Management Agreement’) PHMC shall provide to TPFC certain back office and other support services (the ‘Services’).” Id. ¶ 1.

14. On July 1, 2016, Plaintiff entered into a contractual agreement with Defendant, TPFC, to provide services outlined in Attachment “A” thereto. *See 7/1/16 Management Agreement Between PHMC and TPFC*, hereinafter “Agreement,” attached hereto as Exhibit “E.”

15. Paragraph 3 of the Management Agreement - Services - states that “PHMC shall provide the services described on the ‘Description of Basic Services’ attached as Exhibit A hereto (the ‘Basic Services’).” It also provides that “PHMC shall further provide additional services described on the ‘Description of Additional Services’ attached as Exhibit B hereto.” Id. at ¶ 3(a).

16. Exhibit “A” of the Management Agreement states that PHMC will provide TPFC the following technical assistance and management support services: Executive Management, Fiscal Management, Human Resources, Program Operations, Marketing and Communication, Quality Management, Real Estate and Facilities, Government Relations and Training, and Fundraising, Quality Assurance, Marketing and Communications, and Administrative Services. Id.

17. Exhibit “B” of the Management Agreement states that PHMC will provide the securing of the following services: Fiscal Management, Human Resources, Program Operations, Marketing and Communications, Information Services, Quality Management, Real Estate & Facilities, Training, Center for Data Innovation/Research & Evaluation, and Legal Consultation. *See id.*

18. Nowhere in Exhibits “A” or “B” to the Agreement does it state that Plaintiff was responsible for providing case management services, which formed the basis of the 2019 Civil Complaints.

19. Paragraph 12 of the Agreement provides for indemnification by TPFC where the allegations arise out of TPFC's business activities.

20. Paragraph 12 of the Agreement requires that TPFC shall:

"[D]efend, indemnify, and hold harmless, PHMC...from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of [TPFC's] businesses and activities, including, without limitation, any aspects of [TPFC's] Programs, except to the extent actually caused by PHMC's willful misconduct or gross negligence."

Id. at ¶ 12.

21. The Agreement further states that TPFC "shall name PHMC as an additional insured on all of its insurance policies." *Id.* at ¶ 11.

22. As such, based upon the aforementioned Agreement, TPFC had a duty and obligation, to name Plaintiff as an additional insured and reimburse Plaintiff for all costs incurred in the course of litigation in the consolidated matters of *E.M.H. v. Turning Points for Children, Turning Points CUA 3, LLC, Public Health Management Corporation and Carson Valley Children's AID and S.E. and C.C. v. Turning Points for Children, Turning Points CUA 3, LLC, Public Health Management Corporation.*

23. On February 20, 2020, Plaintiff sent TPFC a Notice of Demand for Defense and Indemnification with regard to the S.E. and C.C. matter. *See* 2/20/20 correspondence attached hereto as Exhibit "F."

24. On March 11, 2020, Plaintiff filed an Answer to S.E. and C.C.'s Amended Complaint with New Matter and New Matter Crossclaims seeking common law contribution and indemnification against all defendants, as well as a crossclaim against TPFC for Breach of

Contract. *See* 3/11/20 Answer to Amended Complaint with New Matter and New Matter Crossclaims attached hereto as Exhibit “G.”

25. On July 1, 2020, Plaintiff sent a Second Notice of Demand for Defense and Indemnification regarding the S.E. and C.C. matter. *See* July 1, 2020 correspondence attached hereto as Exhibit “H.”

26. On July 20, 2020, TPFC’s insurance carrier, Philadelphia Insurance Companies (hereinafter “PIIC”), issued a denial of the July 1, 2020 tender on the following grounds: 1) Plaintiff was not named as an additional insured under the policy; 2) there was a “potential for [Plaintiff’s] liability;” 3) TPFC’s policy specifically precluded “liability assumed by the insured under any contract or agreement.” *See* July 20, 2020, correspondence attached hereto as Exhibit “I.”

27. On July 29, 2020, Plaintiff filed an Answer to E.M.H.’s Amended Complaint with New Matter and New Matter Crossclaims seeking common law contribution and indemnification against all defendants, as well as a crossclaim against TPFC for Breach of Contract. *See* 7/29/20 Answer to E.M.H.’s Amended Complaint with New Matter and New Matter Crossclaims attached hereto as Exhibit “J.”

28. On August 7, 2020, Plaintiff sent TPFC a Notice of Demand for Defense and Indemnification with regard to the E.M.H. matter. *See* 8/7/20 correspondence attached hereto as Exhibit “K.”

29. On September 25, 2020, Plaintiff issued a Renewal of Demand for Defense and Indemnification in response to PIIC’s July 20, 2020, correspondence, advising that TPFC was contractually obligated to name Plaintiff as an insured under the policy, and requesting a copy of the subject policy. *See* 9/25/20 Renewal attached hereto as Exhibit “L.”

30. On November 6, 2020, PIIC issued a denial of the August 7, 2020, tender with regard to the E.M.H. matter on the same grounds as those set forth in the prior tender denial with regard to the S.E. and C.C. matter *See* November 6, 2020 correspondence attached hereto as Exhibit "M."

31. On December 6, 2021, PHMC filed a Motion for Summary Judgment seeking dismissal of all claims.

32. On December 23, 2021, E.M.H., S.E., and C.C. filed a Stipulation voluntarily dismissing all claims against PHMC with prejudice, which was later approved by this Court on February 7, 2022. *See* Stipulation and Order attached hereto as Exhibit "N."

33. A Settlement Conference was held on September 29, 2022, with the Honorable Gary Glaze to address Plaintiff's remaining contractual crossclaims against TPFC.

34. No settlement was reached at the September 29, 2022, Settlement Conference.

COUNT I
PUBLIC HEALTH MANAGEMENT CORPORATION v.
TURNING POINTS FOR CHILDREN
BREACH OF CONTRACT - DEFENSE AND INDEMNIFICATION

35. The aforementioned allegations contained in each of the foregoing paragraphs are hereby incorporated as if set forth fully at length herein.

36. None of the allegations in the aforementioned consolidated actions involve services provided by Plaintiff. *See generally* Exhibits "A" & "B."

37. There is no plausible scenario whereby it can be said that injuries identified in the consolidated action were caused by PHMC's willful misconduct or gross negligence. *See* Exhibit "E" at ¶ 12.

38. As such, Plaintiff was and continues to be entitled to all litigation costs and attorney's fees incurred as a result of the claims brought therein as well as enforcement of the provisions set forth in the Agreement.

39. TPFC's refusal to provide payment for the legal costs incurred in defense of the consolidated action is a breach of the Agreement.

40. To date, TPFC has failed to abide by the terms and conditions of the Agreement and, as such, remains in breach of it.

WHEREFORE, Plaintiff demands that judgment be entered in favor and against Defendant, Turning Points For Children, for contractual indemnification, including the expenses, costs and attorneys' fees associated with the defense of this litigation and all matters in connection thereto, all damages recoverable pursuant to the terms of the Agreement, and any other damages this Honorable Court deems just.

COUNT II
PUBLIC HEALTH MANAGEMENT CORPORATION v.
TURNING POINTS FOR CHILDREN
BREACH OF CONTRACT - ADDITIONAL INSURED

41. The aforementioned allegations contained in each of the foregoing paragraphs are hereby incorporated as if set forth fully at length herein.

42. In addition to the indemnification provisions set forth in paragraph 12, the Agreement further required that TPFC name PHMC as an additional insured on all of its insurance policies. Exhibit "E" at ¶ 11.

43. Pursuant to PIIC's tender denials of July 20, 2020 and November 6, 2020, PHMC clearly not named as an additional insured under TPFC's policies. *See* Exhibits "I" & "M."

44. TPFC's failure to name PHMC as an additional insured under its primary policy is a clear violation of the Agreement. *See* Exhibit "E" at ¶ 11.

WHEREFORE, Plaintiff demands that judgment be entered in favor and against Defendant, Turning Points For Children, for contractual indemnification, including the expenses, costs and attorneys' fees associated with the defense of this litigation and all matters in connection thereto, all damages recoverable pursuant to the terms of the Agreement, and any other damages this Honorable Court deems just.

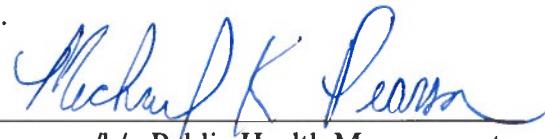
Respectfully submitted,
**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ Mark G. Giannotti
Mark G. Giannotti, Esquire
Attorney for Defendant, Public Health
Management Corporation

Dated: July 17, 2023

VERIFICATION

I, Michael K. Pearson, in the foregoing statement verify that the facts contained therein are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



o/b/o Public Health Management
Corporation

Date:

EXHIBIT “A”

KLINE & SPECTER, P.C.
BY: NADEEM A. BEZAR, ESQUIRE
KYLE B. NOCHO, ESQUIRE
ID No. 63577/319270
1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Plaintiff E.M.H.
*Filed and Attested by the
Office of Judicial Records*
30 JUN 2020 04:34 pm
M. RUSSO



E.M.H.	:	PHILADELPHIA COUNTY
c/o KLINE & SPECTER, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
	:	JUNE TERM, 2019
v.	:	NO. 06891
TURNING POINTS FOR CHILDREN	:	
415 South 15 th Street,	:	JURY TRIAL DEMANDED
Philadelphia, PA 19146	:	
AND	:	
TURNING POINTS CUA 3, LLC	:	
415 South 15 th Street,	:	
Philadelphia, PA 19146	:	
AND	:	
THE TURNING POINTS FOR CHILDREN	:	
CHARITABLE FOUNDATION	:	
415 South 15 th Street,	:	
Philadelphia, PA 19146	:	
AND	:	
PUBLIC HEALTH MANAGEMENT	:	
CORPORATION	:	
Centre Square East	:	
1500 Market Street, Suite 1500	:	
Philadelphia, PA 19102	:	
AND	:	
CARSON VALLEY CHILDREN'S AID	:	
1419 Bethlehem Pike	:	
Flourtown, PA	:	

AND

KARL ELLIOTT
SCI Houtzdale
209 Institution Drive
Houtzdale, PA 16698-1000

:
:
:
:
:
:

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333, TTY(215) 451-6197

ADVISIO

Le han demandado en corte. Si usted quiere defenderse contra las demandas nombradas en las paginas siguientes, tiene veinte (20) dias a partir de recibir esta demanda y notificacion para entablar personalmente o por un abogado una comparecencia escrita y tambien para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Sea avisado que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASSISTENCIA LEGAL. **ESTA OFICINA PUEDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.**

SI USTED NO TIENE DINERO SUFFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUEDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
Uno Reading Centro
Filadelfia, PA 19107
Telefono: (215) 238-6333, TTY(215) 451-6197

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Attorneys for Plaintiff E.M.H.

E.M.H.	:	PHILADELPHIA COUNTY
c/o KLINE & SPECTER, P.C.	:	COURT OF COMMON PLEAS
1525 Locust Street	:	
Philadelphia, PA 19102	:	CIVIL TRIAL DIVISION
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AND :
:
KARL ELLIOTT :
SCI Houtzdale :
209 Institution Drive :
Houtzdale, PA 16698-1000 :
:

PLAINTIFF'S FIRST AMENDED CIVIL COMPLAINT

PARTIES

1. Plaintiff, E.M.H., can be contacted through her counsel, Nadeem A. Bezar, Esquire or Kyle B. Nocho, Esquire, 1525 Locust Street, Philadelphia, Pennsylvania 19102. Plaintiff was the victim of child sexual abuse as more fully described herein.

2. Defendant Turning Points for Children (hereinafter "Turning Points") is incorporated as a non-profit 501(c)(3) corporation under Pennsylvania law with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points regularly conducts business in Pennsylvania and Philadelphia County.

3. Defendant Turning Points CUA 3, LLC (hereinafter "Turning Points CUA 3") is a Limited Liability Company with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points CUA 3 regularly conducts business in Pennsylvania and Philadelphia County.

4. Defendant The Turning Points for Children Charitable Foundation (hereinafter "Turning Points Charitable Foundation") is incorporated as a non-profit 501(c)(3) corporation with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points Charitable Foundation regularly conducts business in Pennsylvania and Philadelphia County.

5. Defendant Public Health Management Corporation (hereinafter "PHMC") is incorporated as a non-profit 501(c)(3) corporation with a principal place of business at Centre Square East, 1500 Market Street, Suite 1500, Philadelphia, PA 19102. Defendant PHMC regularly conducts business in Pennsylvania.

6. Defendant Carson Valley Children's Aid (hereinafter "CVCA") is incorporated as a non-profit 501(c)(3) corporation with a principal place of business at 1419 Bethlehem Pike, Flourtown, PA. Defendant CVCA regularly conducts business in Pennsylvania and Philadelphia County.

7. Defendant Karl Elliott is a citizen of and resides in the Commonwealth of Pennsylvania at SCI Houtzdale, 209 Institution Drive, Houtzdale, PA 16698-1000.

8. At all material times hereto, Defendant PHMC was a parent entity, parent corporation, associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants Turning Points, Turning Points CUA 3 and/or Turning Points Charitable Foundation.

9. At all material times hereto, Defendant Turning Points was a parent entity, parent corporation, associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants PHMC, Turning Points CUA 3 and/or Turning Points Charitable Foundation.

10. At all material times hereto, Defendant Turning Points CUA 3 was a parent entity, parent corporation, associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants PHMC, Turning Points and/or Turning Points Charitable Foundation.

11. At all material times hereto, Defendant Turning Points Charitable Foundation was a parent entity, parent corporation, associated or affiliated corporation, member corporation,

and/or a subsidiary corporation of Defendants PHMC, Turning Points and/or Turning Points CUA 3.

12. At all times material hereto, Defendants PHMC, Turning Points, Turning Points CUA 3, and Turning Points Charitable Foundation (hereinafter collectively referred to as “the Turning Points Defendants”) worked together to provide Community Umbrella Agency (“CUA”) case management services and/or Foster Family Care Agency services licensing or certifying foster parents and foster homes for children in Philadelphia County, including Plaintiff E.M.H.

13. At all times material hereto, Defendant CVCA owned and operated a residential treatment facility where it provided services to male and female adolescents, including Plaintiff E.M.H., with behavioral and mental health treatment needs through programs such as therapy, education, recreational activities, and prevention services.

14. At all material times hereto, the Turning Points Defendants acted individually, and by and through their employees, actual or apparent agents, servants, and/or subcontractors, including but not limited to, social workers, caseworkers, case managers, supervisors, case aides, intake coordinators, community and prevention directors, administrators, case manager directors, CUA directors, therapists, foster care parents and foster family care agencies all acting within the course and scope of their employment and agency.

15. At all material times hereto, Defendant CVCA acted individually, and by and through its employees, actual or apparent agents, servants, and/or subcontractors, including but not limited to, social workers, caseworkers, case managers, supervisors, administrators, directors, and therapists all acting within the course and scope of their employment and agency.

16. There may be other employees or agents of the Turning Points Defendants with responsibilities for the care and safety of Plaintiff E.M.H., whose actions and/or omissions

contributed to the injuries and damages suffered by Plaintiff E.M.H. The identities of such persons will be discerned through discovery and such persons will be joined as defendants, if and when appropriate.

17. There may be other employees or agents of Defendant CVCA with responsibilities for the care and safety of Plaintiff E.M.H., whose actions and/or omissions contributed to the injuries and damages suffered by Plaintiff E.M.H. The identities of such persons will be discerned through discovery and such persons will be joined as defendants, if and when appropriate.

FACTS COMMON TO ALL COUNTS

18. Paragraphs 1 through 17 are hereby incorporated by reference as if fully set forth herein.

19. The City of Philadelphia established the Department of Human Services, Children and Youth Division (hereinafter “DHS”) to, inter alia, protect Philadelphia children from abuse, neglect and delinquency; provide services in partnership with community organizations to strengthen the overall well-being of Philadelphia; and develop and implement policies and programs to provide children services.

20. Under the Child Protective Services Law, 23 Pa. C.S.A. § 6301, et. seq., DHS may purchase and utilize the services of any public or private agency, such as the Turning Points Defendants to provide foster, case management, and/or kindred care services to children, including Plaintiff E.M.H.

21. On May 5, 2014, DHS received a Child Protective Services (“CPS”) report that Karl Elliott, Plaintiff E.M.H.’s father, had given her marijuana and smoked with her. The report also stated that Plaintiff E.M.H. (age 13) was being sexually abused in a home where she lived

with her father by her half-brother who was 17 years old at the time. E.M.H.'s half-brother reportedly was making her smoke marijuana so that he could take advantage of her sexually.

22. On December 18, 2014, DHS received a General Protective Services ("GPS") report that Karl Elliott was beating his daughters, minors C.C. and S.E. with sticks. It alleged that in March 2014, he hit both children while they were naked because they misbehaved. The report also stated that the children's hair was never done, and their hygiene was "not up to par" with the children having an odor.

23. On June 14, 2015, an Order of Protective Custody was obtained against Karl Elliott after there was a report that Karl Elliott sexually assaulted his ex-paramour, Karl Elliott had a sexual relationship with his daughter E.M.H., and he instructed E.M.H. to participate in the sexual abuse of his ex-paramour.

24. It was also reported that Karl Elliott physically abused the children in the home, including the children that he had with his ex-paramour. Those children reported that Karl Elliott would beat them with extension cords.

25. Based on the June 14, 2015 Order of Protective Custody, Plaintiff E.M.H. began living with her aunt Selena Elliott, and her father was not allowed to visit or contact E.M.H.

26. E.M.H.'s father still tried to contact her and sent letters directed to her to Selena Elliott's home in violation of the Order of Protective Custody.

27. On or about July 7, 2015, the Turning Points Defendants were retained by DHS as a Community Umbrella Agency to provide in home services to Plaintiff E.M.H.

28. At all times material hereto, the Turning Points Defendants, by and through their employees, agents, and/or servants, owed Plaintiff E.M.H. a duty to visit her regularly and assess her current situation, safety, needs, and wellbeing.

29. At all times material hereto, the Turning Points Defendants, by and through their employees, agents, and/or servants, owed Plaintiff E.M.H. a duty to ensure her safety and wellbeing.

30. Starting in approximately October 2015, Plaintiff E.M.H. lived in foster care until February 2016 when she was placed at Defendant CVCA's residential treatment facility.

31. Defendant CVCA owned and operated a residential treatment facility where it provided services to male and female adolescents, including Plaintiff E.M.H., with behavioral and mental health treatment needs through programs such as therapy, education, recreational activities, and prevention services.

32. Plaintiff E.M.H. was placed at CVCA's facility after reports from her foster home of her experiencing behavioral problems, truancy from school, and issues with substance abuse.

33. At all times material hereto, Defendant CVCA, by and through its employees, agents, and/or servants, owed Plaintiff E.M.H. a duty to regularly assess her current situation, safety, needs, and wellbeing.

34. At all times material hereto, Defendant CVCA, by and through its employees, agents, and/or servants, owed Plaintiff E.M.H. a duty to ensure her safety and wellbeing.

35. On March 28, 2016, Defendant CVCA conducted an assessment of an apartment rented by E.M.H.'s paternal grandmother where her father Karl Elliott resided.

36. CVCA approved the apartment for both day and overnight visits for E.M.H. while she was living at CVCA's facility.

37. The Turning Points Defendants were ordered by the Philadelphia County Family Court to conduct an assessment of the apartment rented by E.M.H.'s paternal grandmother where

her father Karl Elliott resided. The Turning Points Defendants determined that unsupervised visits could occur for Plaintiff E.M.H. at the apartment while she was living at CVCA.

38. On May 9, 2016, DHS received a CPS report that Plaintiff E.M.H. was physically abused during a weekend visit with her father at the home of her father's paramour, which resulted in E.M.H. having braids ripped from her head and receiving stitches and medical treatment from Jeanes Hospital.

39. In July 2016, Plaintiff E.M.H. was allowed to go reside full time in the home of her family member Ceaira Elliott where her father lived with no objections or concerns raised at the time by CVCA or the Turning Points Defendants.

40. The Turning Points Defendants and CVCA allowed E.M.H. to live with her father Karl Elliott, even though she was previously sexually abused by her older half-brother at a home where she lived with her father while neglected in Karl Elliott's care.

41. The Turning Points Defendants and CVCA allowed Plaintiff E.M.H. to live with her father Karl Elliott, even though she had a documented history of substance abuse and her father Karl Elliott smoked marijuana in the home and allowed Plaintiff to smoke with him.

42. The Turning Points Defendants and CVCA allowed E.M.H. to live with her father Karl Elliott, even though it was reported that Plaintiff E.M.H. was previously physically abused while visiting the home of Karl Elliott's paramour one weekend away from CVCA's facility.

43. The Turning Points Defendants and CVCA allowed E.M.H. to live with her father Karl Elliott, even though reports were made that he sexually assaulted his ex-paramour.

44. The Turning Points Defendants and CVCA allowed Plaintiffs E.M.H. to live with her father Karl Elliott, even though her father had a history of reports made against him for domestic violence.

45. The Turning Points Defendants and CVCA allowed Plaintiff E.M.H. to live with her father Karl Elliott, even though it was reported that her father previously physically abused some of his other children as well.

46. The Turning Points Defendants also raised no objections or concerns regarding the termination of court supervision by the Philadelphia County Family Court when a hearing was held on the issue in Plaintiff E.M.H.'s case in September of 2016.

47. The Turning Points Defendants also decided to close case management services to E.M.H. and stop visits to assess her safety in approximately February 2017.

48. Upon information and belief, when the Turning Points Defendants closed case management services, Plaintiff E.M.H. was living with Karl Elliott in the home of Latoya Cathey who was the mother of Mr. Elliott's friend Karim Cathey.

49. After E.M.H. lived in various homes with her father from February 2017 to July 2017, they moved in August 2017 into the home of Cynthia Chilsom who was the mother of E.M.H.'s half-sisters.

50. On August 14, 2017, DHS received a Child Protective Services report (the "August 14th CPS Report") that Karl Elliott, the father of Plaintiff E.M.H. and her two half-sisters, sexually assaulted the children over a four-year period at various locations.

51. The August 14th CPS Report stated that Plaintiff E.M.H. called emergency services on August 13, 2017, because Mr. Elliott attempted to rape her. Plaintiff E.M.H. was able to get away from Mr. Elliott, but Mr. Elliott physically assaulted her.

52. The August 14th CPS Report stated that Mr. Elliott was taken into police custody on August 13, 2017.

53. The August 14th CPS Report stated that Plaintiff E.M.H. and her two half-sisters were interviewed at Philadelphia Children's Alliance ("PCA") about the sexual abuse they suffered.

54. On August 14, 2017, DHS spoke with Plaintiff E.M.H. about the August 14th CPS Report (the "August 14th Visit").

55. During the August 14th Visit, Plaintiff E.M.H. stated that Mr. Elliott had attempted to rape Plaintiff E.M.H. on August 13, 2017 and that it was not the first time that Mr. Elliott had attempted to rape her. She stated that Mr. Elliott attempted to rape her two or three weeks prior.

56. During the August 14th Visit, Plaintiff E.M.H. also described how she told the police that when she attempted to protect and defend herself against Mr. Elliot, he hit her. Plaintiff E.M.H. also reported that Mr. Elliott had been sexually assaulting her for years. Plaintiff E.M.H. stated that Mr. Elliott would force her to become intoxicated with alcohol prior to the incidents of sexual assault.

57. At PCA, Plaintiff E.M.H. reported that her father Karl Elliott would force her to engage in sexual acts with her half-sister S.E.

58. Plaintiff E.M.H. also reported at PCA that her father Karl Elliott made her watch him have sex with girlfriends and prostitutes and would force her to participate on occasion.

59. At PCA, Plaintiff E.M.H. also disclosed that her father Karl Elliott would physically abuse her repeatedly with different items, including extension cords.

60. On August 14, 2017, DHS obtained an Order of Protective Custody for Plaintiff E.M.H. and placed her in foster care through the Turning Points Defendants.

61. Karl Elliott was arrested and charged with aggravated assault, rape, and other charges related to the sexual assaults of Plaintiff E.M.H. and her half-sisters.

62. On August 29, 2018, Karl Elliott was found guilty of rape of a child, rape by forcible compulsion, involuntary deviate sexual intercourse, aggravated indecent assault without consent, endangering the welfare of children, unlawful contact with a minor, and corruption of a minor.

63. Karl Elliott's convictions were related to the years of physical and sexual abuse that Plaintiff E.M.H. suffered, along with her half-sisters C.C. and S.E.

64. Prior to his convictions for sexually assaulting his daughters, Karl Elliott had an extensive criminal history of which the Turning Points Defendants and CVCA knew or should have known.

65. In 2016, Karl Elliott was charged with Aggravated Assault, Possession of an Instrument of Crime, Simple Assault, and Recklessly Endangering Another Person.

66. In 2015, Karl Elliott was charged with a number of crimes related to a report that he raped his girlfriend at the time.

67. In 2011, Karl Elliott plead guilty to charges of Unlawful Restraint/Serious Bodily Injury and Simple Assault, in exchange for dismissing charges for Kidnapping for Ransom, Conspiracy – Kidnapping for Ransom, Reckless Endangering Another Person, and False Imprisonment.

68. Karl Elliott's criminal convictions in 2011 resulted from an incident where Karl Elliott admitted to attempting to abduct a woman by dragging her across the ground by her hair to get her into his car against her will with his friend Karim Cathey. The woman was fortunately able to escape and jump into a cab to call the police.

69. In 2006, Karl Elliott was charged with Aggravated Assault, Burglary, Criminal Trespass, Possession of an Instrument of Crime, Simple Assault, Recklessly Endangering Another Person, and Criminal Mischief.

70. Karl Elliott also was charged numerous times for crimes such as assault, recklessly endangering another person, and possession of an instrument of crime since 2001.

71. Given Karl Elliott's extensive prior criminal history, domestic violence, and demonstrated neglect for Plaintiff E.M.H.'s safety and wellbeing, the Turning Points Defendants and CVCA should never have allowed Plaintiff E.M.H. to have unsupervised home visits to homes where Karl Elliott lived.

72. Given Karl Elliott's extensive prior criminal history, domestic violence, and demonstrated neglect for Plaintiff E.M.H.'s safety and wellbeing, the Turning Points Defendants and CVCA should never have allowed Plaintiff E.M.H. to be discharged from CVCA's residential treatment facility to live in a home where Karl Elliott resided.

73. The Turning Points Defendants and CVCA failed to consider Karl Elliott's demonstrated failure to provide for E.M.H.'s safety and wellbeing in their assessment of Karl Elliott as caregiver and/or kindred care parent to Plaintiff E.M.H.

74. The Turning Points Defendants and CVCA failed to consider Karl Elliott's demonstrated failure to provide for the safety and wellbeing of children other than E.M.H. in their assessment of Karl Elliott as a caregiver and/or kindred care parent to Plaintiff E.M.H.

75. The Turning Points Defendants and CVCA failed to consider criminal history in their assessment of Karl Elliott as caregiver and/or kindred care parent to Plaintiff E.M.H.

76. The Turning Points Defendants and CVCA failed to consider Karl Elliott's history of domestic violence in their assessment of Karl Elliott as caregiver and/or kindred care parent to Plaintiff E.M.H.

77. The Turning Points Defendants and CVCA failed to inform the Philadelphia Family Court about Karl Elliott's concerning criminal history and demonstrated failure of providing for E.M.H.'s safety and wellbeing.

78. But for the Turning Points Defendants' and CVCA's negligence in approving Karl Elliott as an appropriate caregiver and/or kindred care parent for Plaintiff E.M.H., Plaintiff E.M.H. would not have been continually sexually and physically assaulted by Karl Elliott while living in homes where Karl Elliott lived.

79. As a result of the Turning Points Defendants' and CVCA's negligence, Plaintiff E.M.H. endured numerous incidents of physical and sexual abuse as a child by the perpetrator Karl Elliott.

80. But for the acts and/or omissions of the Turning Points Defendants and CVCA, Plaintiff E.M.H. would not have been physically and sexually abused as a child repeatedly in homes where Karl Elliott lived, by her father, Karl Elliott.

81. The aforementioned incidents were caused solely and exclusively by the negligence of the Turning Points Defendants and CVCA, individually, and by and through their employees and/or agents and in no manner was it due to any act or failure to act on the part of Plaintiff E.M.H.

COUNT I – NEGLIGENCE

**PLAINTIFF E.M.H. v. TURNING POINTS FOR CHILDREN, TURNING POINTS
CUA 3, LLC, THE TURNING POINTS FOR CHILDREN CHARITABLE
FOUNDATION, AND PUBLIC HEALTH MANAGEMENT CORPORATION**

82. Paragraphs 1 through 81 are hereby incorporated by reference as if fully set forth herein.

83. The negligence and recklessness of the Turning Points Defendants, individually and by and through their employees, servants, and/or agents, actual or apparent, including but not limited to social workers, caseworkers, case managers, supervisors, case aides, intake coordinators, community and prevention directors, administrators, case manager directors, CUA directors, therapists, foster care parents and foster family care agencies consisted of the following:

- a. Negligently approving Karl Elliott as a caregiver and/or kindred care parent to Plaintiff E.M.H.;
- b. Failing to seek approval to conduct a background check for Karl Elliott;
- c. Failing to seek approval to conduct a background check for other members of homes where Karl Elliott lived;
- d. Failing to keep child abuse or criminal history clearances on file for Karl Elliott, in violation of state mandated standards;
- e. Failing to keep child abuse or criminal history clearances on file for other members of homes where Karl Elliott lived, in violation of state mandated standards;
- f. Failing to consider Karl Elliott's criminal history when assessing Karl Elliott's suitability as a caregiver and/or kindred care parent;
- g. Failing to consider Karl Elliott's history of domestic violence when assessing Karl Elliott's suitability as a caregiver and/or kindred care parent;
- h. Failing to consider Karl Elliott's history of neglecting and mistreating of E.M.H.;
- i. Failing to consider Karl Elliott's history of neglecting and mistreating his children other than E.M.H.;

- j. Failing to adequately inspect and evaluate homes where Karl Elliott lived;
- k. Failing to assess Plaintiff E.M.H.’s situation, safety, needs, well-being and/or experience while she resided in homes with Karl Elliott;
- l. Failing to assess Plaintiff E.M.H.’s situation, safety, needs, well-being and/or experience while she resided in foster care;
- m. Failing to assess Plaintiff E.M.H.’s situation, safety, needs, well-being and/or experience while she resided at Defendant CVCA’s residential treatment facility;
- n. Failing to request relevant and appropriate medical and therapy records for Plaintiff E.M.H. to assess her situation, safety, needs, well-being and/or experience;
- o. Failing to identify the residents of homes where E.M.H. lived with Karl Elliott when assessing the safety of E.M.H.;
- p. Failing to maintain adequate supervision and inspection of homes where E.M.H. lived with Karl Elliott;
- q. Failing to conduct Safety Assessments for Plaintiff E.M.H.;
- r. Failing to implement Safety Plans for Plaintiff E.M.H.;
- s. Failing to implement a Safety Plan indicating Plaintiff E.M.H. was unsafe and that removal from homes where she lived with Karl Elliott was necessary;
- t. Failing to interpret and act upon Safety Assessments and/or Safety Plans conducted for Plaintiff E.M.H.;
- u. Failing to identify and act upon circumstances indicating a risk of harm and abuse to Plaintiff E.M.H.;
- v. Failing to evaluate Plaintiff E.M.H.’s physical and mental wellbeing when she lived in homes with Karl Elliott;
- w. Failing to evaluate Karl Elliott’s background and parenting capacity before placement of Plaintiff E.M.H. in a home where Karl Elliott lived when she was released from Defendant CVCA’s facility;
- x. Failing to adequately monitor Karl Elliott’s compliance with Single Case Plan goals;
- y. Failing to suggest appropriate Single Case Plan goals for Karl Elliott;
- z. Violating the principles of the Restatement (Second) of Torts § 323;

- aa. Closing case management services for E.M.H. while she lived in a home where her father Karl Elliott resided;
- bb. Negligently hiring the members of the case management team assigned to provide services to E.M.H.;
- cc. Negligently retaining the members of the case management team assigned to provide services to E.M.H.;
- dd. Negligently supervising the members of the case management team assigned to provide services to E.M.H.;
- ee. Failing to monitor compliance with the Community Umbrella Agency Practice Guidelines for the members of the case management team assigned to provide services to E.M.H.; and
- ff. Failing to train employees, agents, and/or servants to identify and act upon signs of abuse and dangerous conditions in homes where she lived with Karl Elliott.

84. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. was forced to endure repeated incidents of physical and sexual abuse as a child.

85. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. suffered severe physical pain and mental anguish, which she will endure for the rest of her life.

86. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. has in the past and will in the future suffer a loss in the enjoyment of life.

87. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. has in the past and will in the future suffer otherwise unnecessary medical and psychological treatment, medical costs and other costs.

88. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. has in the past and will in the future suffer embarrassment, humiliation, shame, and fear.

89. As a direct result of the Turning Points Defendants' negligence, Plaintiff E.M.H. suffered an impairment of her earning capacity.

WHEREFORE, Plaintiff E.M.H. demands judgment in her favor and against the Turning Points Defendants and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II – NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS
PLAINTIFF E.M.H. v. TURNING POINTS FOR CHILDREN, TURNING POINTS CUA 3, LLC, THE TURNING POINTS FOR CHILDREN CHARITABLE FOUNDATION, AND PUBLIC HEALTH MANAGEMENT CORPORATION

90. Paragraphs 1 through 89 are hereby incorporated by reference as if fully set forth herein at length.

91. The Turning Points Defendants, individually and through their actual or apparent agents, servants and employees, negligently committed the acts averred in the Amended Complaint against Plaintiff E.M.H. and thereby caused her to suffer fear, depression, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff E.M.H.

92. As a result of the negligent acts and omissions of the Turning Points Defendants as set forth in this Amended Complaint, Plaintiff E.M.H. has in the past and will in the future suffer severe emotional distress and psychological and physical injuries.

WHEREFORE, Plaintiff E.M.H. demands judgment in her favor and against the Turning Points Defendants and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of prejudgment interest, costs, and damages for pre-judgment delay.

COUNT III – NEGLIGENCE
PLAINTIFF E.M.H. v. CARSON VALLEY CHILDREN’S AID

93. Paragraphs 1 through 92 are hereby incorporated by reference as if fully set forth herein.

94. The negligence and recklessness of Defendant CVCA, individually and by and through its employees, servants, and/or agents, actual or apparent, including but not limited to social workers, caseworkers, case managers, supervisors, administrators, directors, and therapists consisted of the following:

- a. Failing to request that a background check be done on Karl Elliott;
- b. Failing to request that a background check be done on other members of homes where E.M.H. lived with Karl Elliott;
- c. Failing to keep child abuse or criminal history clearances on file for Karl Elliott, in violation of state mandated standards;
- d. Failing to keep child abuse or criminal history clearances on file for other members of homes where E.M.H. lived with Karl Elliott, in violation of state mandated standards;
- e. Failing to consider Karl Elliott’s criminal history when assessing Karl Elliott’s suitability as a caregiver and/or kindred care parent for home visits with Plaintiff E.M.H.;
- f. Failing to consider Karl Elliott’s history of domestic violence when assessing Karl Elliott’s suitability as a caregiver and/or kindred care parent for home visits with Plaintiff E.M.H.;
- g. Failing to consider Karl Elliott’s criminal history when assessing Karl Elliott’s suitability as a caregiver and/or kindred care parent for discharge of Plaintiff E.M.H. into a home where he lived;
- h. Failing to consider Karl Elliott’s history of domestic violence when assessing Karl Elliott’s suitability as a caregiver and/or kindred care parent for discharge of Plaintiff E.M.H. into a home where he lived;
- i. Failing to adequately inspect and evaluate homes where E.M.H went for home visits with Karl Elliott;

- j. Failing to assess Plaintiff E.M.H.'s situation, safety, needs, well-being and/or experience before she was discharged into the home where she lived with Karl Elliott;
- k. Failing to assess Plaintiff E.M.H.'s situation, safety, needs, well-being and/or experience while she resided at CVCA's residential treatment facility;
- l. Failing to request relevant and appropriate medical and therapy records for Plaintiff E.M.H. to assess her situation, safety, needs, well-being and/or experience;
- m. Failing to maintain adequate supervision and inspection of the homes where Karl Elliott lived prior to approving home visits for Plaintiff E.M.H.;
- n. Failing to maintain adequate supervision and inspection of the home where Karl Elliott lived prior to approving the discharge of Plaintiff E.M.H. into the home where Karl Elliott lived;
- o. Failing to identify and act upon circumstances indicating a risk of harm and abuse to Plaintiff E.M.H.;
- p. Failing to evaluate Plaintiff E.M.H.'s physical and mental wellbeing prior to approval of E.M.H. making unsupervised visits to homes where Karl Elliott lived;
- q. Violating the principles of the Restatement (Second) of Torts § 323; and
- r. Failing to train employees, agents, and/or servants to identify and act upon signs of abuse and dangerous conditions in the homes where Karl Elliott lived.

95. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. was forced to endure repeated incidents of physical and sexual abuse as a child.

96. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. suffered severe physical pain and mental anguish, which she will endure for the rest of her life.

97. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. has in the past and will in the future suffer a loss in the enjoyment of life.

98. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. has in the past and will in the future suffer otherwise unnecessary medical and psychological treatment, medical costs and other costs.

99. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. has in the past and will in the future suffer embarrassment, humiliation, shame, and fear.

100. As a direct result of Defendant CVCA's negligence, Plaintiff E.M.H. suffered an impairment of her earning capacity.

WHEREFORE, Plaintiff E.M.H. demands judgment in her favor and against Defendant CVCA and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT IV – NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS
PLAINTIFF E.M.H. v. CARSON VALLEY CHILDREN'S AID

101. Paragraphs 1 through 100 are hereby incorporated by reference as if fully set forth herein at length.

102. Defendant CVCA, individually and through its actual or apparent agents, servants and employees, negligently committed the acts averred in the Amended Complaint against Plaintiff E.M.H. and thereby caused her to suffer fear, depression, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Plaintiff E.M.H.

103. As a result of the negligent acts and omissions of Defendant CVCA as set forth in this Amended Complaint, Plaintiff E.M.H. has in the past and will in the future suffer severe emotional distress and psychological and physical injuries.

WHEREFORE, Plaintiff E.M.H. demands judgment in her favor and against Defendant CVCA and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of prejudgment interest, costs, and damages for pre-judgment delay.

COUNT V – ASSAULT AND BATTERY
PLAINTIFF E.M.H. v. DEFENDANT KARL ELLIOTT

104. Paragraphs 1 through 103 are hereby incorporated by reference as if fully set forth herein.

105. Defendant Karl Elliott physically and sexually abused Plaintiff E.M.H. when she was a minor visiting or living in homes where he resided.

106. The aforementioned conduct of Defendant Karl Elliott constitutes assault and battery.

107. As a direct result of Defendant Karl Elliott's conduct as set forth in this Amended Complaint, Plaintiff E.M.H. suffered severe and painful physical and mental injuries, which she has and will endure for the rest of her life.

108. As a direct and proximate result of Defendant Karl Elliott's conduct, Plaintiff E.M.H. has in the past and will in the future suffer medical and psychological treatment, medical costs, and other costs.

109. As a direct result of Defendant Karl Elliott's conduct, Plaintiff E.M.H. has in the past and will in the future suffer embarrassment, humiliation, shame, and fear.

110. As a direct result of Defendant Karl Elliott's conduct, Plaintiff E.M.H. has suffered an impairment of her earning capacity.

WHEREFORE, Plaintiff E.M.H. demands judgment in her favor and against Defendant Karl Elliott and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of prejudgment interest, costs, and damages for pre-judgment delay.

COUNT VI – INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS
PLAINTIFF E.M.H. v. DEFENDANT KARL ELLIOTT

111. Paragraphs 1 through 110 are hereby incorporated by reference as if fully set forth herein.

112. Defendant Karl Elliott sexually and physically abused Plaintiff E.M.H. when she was a minor during the times E.M.H. visited or resided in homes where he lived.

113. The aforementioned conduct of Defendant Karl Elliott was so outrageous in character and so extreme in degree as to fall outside the bounds of decency and is to be regarded as intolerable in the community.

114. At all times relevant hereto, Defendant Karl Elliott knew with substantial certainty that severe emotional distress would be produced by his conduct.

115. By engaging in the acts set forth in the foregoing paragraphs of this Amended Complaint, Defendant Karl Elliott engaged in extreme and outrageous conduct and intentionally inflicted severe emotional distress upon Plaintiff.

116. As a direct and proximate result of the acts of Defendant Karl Elliott as set forth in the foregoing paragraphs of this complaint, Plaintiff E.M.H. has in the and will in the future require medical care, psychological treatment, medical costs and other expenses.

117. As a further direct and proximate result of the acts of the Defendant Karl Elliott, Plaintiff E.M.H. has been caused to suffer severe emotional distress, humiliation, embarrassment and an impairment of her earning capacity.

WHEREFORE, Plaintiff E.M.H., demands judgment in her favor and against Defendant Karl Elliott and demands compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

BY:



NADEEM A. BEZAR, ESQUIRE
KYLE B. NOCHO, ESQUIRE
Attorneys for Plaintiff E.M.H.

VERIFICATION

I, E.M.H., hereby state that I am the Plaintiff in the within matter, and as such verify that the statements made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information and belief.

The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.



EXHIBIT “B”

KLINE & SPECTER, P.C.
BY: NADEEM A. BEZAR, ESQUIRE
KYLE B. NOCHO, ESQUIRE
ID No. 63577/319270
1525 Locust Street
Philadelphia, Pennsylvania 19102
(215) 772-1000

Attorneys for Minor Plaintiff
Filed and Attested by the
C.C. and S.E. Office of Judicial Records
11 MAR 2020 02:00 pm
S. RICE



S.E., a minor, by Guardian Ad Litem	:	PHILADELPHIA COUNTY
KRISTEN L. BEHRENS, Esquire	:	COURT OF COMMON PLEAS
c/o Kline & Specter, P.C.	:	
1525 Locust Street	:	CIVIL TRIAL DIVISION
Philadelphia, PA 19102	:	
AND	:	NOVEMBER TERM, 2019
	:	NO. 00738
C.C., a minor, by Guardian Ad Litem	:	
SUZANNE N. PRITCHARD, Esquire	:	JURY TRIAL DEMANDED
c/o Kline & Specter, P.C.	:	
1525 Locust Street	:	
Philadelphia, PA 19102	:	
Plaintiffs	:	
v.	:	
TURNING POINTS FOR CHILDREN	:	
415 South 15 th Street,	:	
Philadelphia, PA 19146	:	
AND	:	
TURNING POINTS CUA 3, LLC	:	
415 South 15 th Street,	:	
Philadelphia, PA 19146	:	
AND	:	
THE TURNING POINTS FOR CHILDREN	:	
CHARITABLE FOUNDATION	:	
415 South 15 th Street,	:	
Philadelphia, PA 19146	:	
AND	:	

PUBLIC HEALTH MANAGEMENT
CORPORATION
Centre Square East
1500 Market Street, Suite 1500
Philadelphia, PA 19102

Defendants

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER (OR CANNOT AFFORD ONE), GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYERS REFERENCE SERVICE
One Reading Center
Philadelphia, PA 19107
(215) 238-6333, TTY(215) 451-6197

ADVISIO

Le han demandado en corte. Si usted quiere defendarse contra las demandas nombradas en las páginas siguientes, tiene veinte (20) días a partir de recibir esta demanda y notificación para entablar personalmente o por un abogado una comparecencia escrita y también para entablar con la corte en forma escrita sus defensas y objeciones a las demandas contra usted. Se le advierte que si usted no se defiende, el caso puede continuar sin usted y la corte puede incorporar un juicio contra usted sin previo aviso para conseguir el dinero demandado en el pleito o para conseguir cualquier otra demanda o alivio solicitados por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE ABOGADO (O NO TIENE DINERO SUFFICIENTE PARA PAGAR A UN ABOGADO), VAYA EN PERSONA O LLAME POR TELEFONO LA OFICINA NOMBRADA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL. ESTA OFICINA PUDE PROPORCIONARLE LA INFORMACION SOBRE CONTRATAR A UN ABOGADO.

SI USTED NO TIENE DINERO SUFFICIENTE PARA PAGAR A UN ABOGADO, ESTA OFICINA PUDE PROPORCIONARLE INFORMACION SOBRE AGENCIAS QUE OFRECEN SERVICIOS LEGALES A PERSONAS QUE CUMPLEN LOS REQUISITOS PARA UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO de REFERENCIA LEGAL
Uno Reading Centro
Filadelfia, PA 19107
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Attorneys for Minor-Plaintiffs
C.C. and S.E.

S.E., a minor, by Guardian Ad Litem
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1525 Locust Street
Philadelphia, PA 19102

AND

C.C., a minor, by Guardian Ad Litem
SUZANNE N. PRITCHARD, Esquire
c/o Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102

Plaintiffs

v.

TURNING POINTS FOR CHILDREN
415 South 15th Street,
Philadelphia, PA 19146

AND

TURNING POINTS CUA 3, LLC
415 South 15th Street,
Philadelphia, PA 19146

AND

THE TURNING POINTS FOR CHILDREN
CHARITABLE FOUNDATION
415 South 15th Street,
Philadelphia, PA 19146

AND

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION
NOVEMBER TERM, 2019
NO. 00738

JURY TRIAL DEMANDED

PUBLIC HEALTH MANAGEMENT
CORPORATION
Centre Square East
1500 Market Street, Suite 1500
Philadelphia, PA 19102

Defendants

MINOR-PLAINTIFFS' FIRST AMENDED COMPLAINT

PARTIES

1. Minor-Plaintiff S.E. is a sixteen-year-old girl who is a citizen of, and resides in, the Commonwealth of Pennsylvania and who can be contacted through her counsel Nadeem A. Bezar, Esquire, or Kyle B. Nocho, Esquire, at Kline & Specter, P.C., 1525 Locust Street, Philadelphia, PA 19102.
2. Minor-Plaintiff C.C. is a fourteen-year-old girl who is a citizen of, and resides in, the Commonwealth of Pennsylvania and who can be contacted through her counsel Nadeem A. Bezar, Esquire, or Kyle B. Nocho, Esquire, at Kline & Specter, P.C., 1525 Locust Street, Philadelphia, PA 19102.
3. Minor-Plaintiffs S.E. and C.C. are sisters and were the victims of physical and sexual abuse described more fully herein. Minor-Plaintiffs' names and addresses are not contained in the Complaint so as to protect their privacy and identities. See also Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts § 7.0.
4. Kristen L. Behrens, Esquire is a licensed attorney in the Commonwealth of Pennsylvania. Her office is located at 1500 Market Street, Suite 3500E Philadelphia, Pennsylvania 19102. Kristen L. Behrens is the Guardian Ad Litem for Minor-Plaintiff S.E. in this civil action.

5. Suzanne N. Pritchard, Esquire is a licensed attorney in the Commonwealth of Pennsylvania. Her office is located at 801 S. 48th Street, Philadelphia, PA 19143. Suzanne N. Pritchard is the Guardian Ad Litem for Minor-Plaintiff C.C. in this civil action.

6. Defendant Turning Points for Children (hereinafter "Turning Points") is incorporated as a non-profit 501(c)(3) corporation under Pennsylvania law with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points regularly conducts business in Pennsylvania and Philadelphia County.

7. Defendant Turning Points CUA 3, LLC (hereinafter "Turning Points CUA 3") is a Limited Liability Company with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points CUA 3 regularly conducts business in Pennsylvania and Philadelphia County.

8. Defendant The Turning Points for Children Charitable Foundation (hereinafter "Turning Points Charitable Foundation") is incorporated as a non-profit 501(c)(3) corporation with a principal place of business at 415 South 15th Street, Philadelphia, PA 19146. Defendant Turning Points Charitable Foundation regularly conducts business in Pennsylvania and Philadelphia County.

9. Defendant Public Health Management Corporation (hereinafter "PHMC") is incorporated as a non-profit 501(c)(3) corporation with a principal place of business at Centre Square East, 1500 Market Street, Suite 1500, Philadelphia, PA 19102. Defendant PHMC regularly conducts business in Pennsylvania.

10. At all material times hereto, Defendant PHMC was a parent entity, parent corporation, associated or affiliated corporation, and/or member corporation of Defendants Turnings Points CUA 3, Turning Points, and/or Turning Points Charitable Foundation.

11. At all material times hereto, Defendant Turning Points was an associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants PHMC, Turnings Points CUA 3, and/or Turning Points Charitable Foundation.

12. At all material times hereto, Defendant Turning Points Charitable Foundation was an associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants PHMC, Turnings Points, and/or Turning Points CUA 3.

13. At all material times hereto, Defendant Turning Points CUA 3 was an associated or affiliated corporation, member corporation, and/or a subsidiary corporation of Defendants PHMC, Turnings Points, and/or Turning Points Charitable Foundation.

14. At all times material hereto, Defendants PHMC, Turning Points, Turning Points CUA 3 and Turning Points Charitable Foundation (hereinafter collectively referred to as "the Turning Points Defendants") worked together to provide Community Umbrella Agency case management services and foster care services to children in Philadelphia County, including Minor-Plaintiffs C.C. and S.E.

15. At all material times hereto, the Turning Points Defendants acted individually, and by and through their employees, actual or apparent agents, servants, and/or subcontractors, including but not limited to, social workers, caseworkers, case managers, supervisors, administrators, case manager directors, CUA directors, therapists, foster care parents, and foster family care agencies all acting within the course and scope of their employment and agency.

16. There may be other employees or agents of the Turning Points Defendants with responsibilities for the care and safety of Minor-Plaintiffs C.C. and S.E., whose actions and/or omissions contributed to the injuries and damages suffered by Minor-Plaintiffs C.C. and S.E.

The identities of such persons will be discerned through discovery and such persons will be joined as defendants, if and when appropriate.

FACTS COMMON TO ALL COUNTS

17. Paragraphs 1 through 16 are hereby incorporated by reference as if fully set forth herein.

18. The City of Philadelphia established the Department of Human Services, Children and Youth Division (hereinafter "DHS") to, inter alia, protect Philadelphia children from abuse, neglect and delinquency; provide services in partnership with community organizations to strengthen the overall well-being of Philadelphia; and develop and implement policies and programs to provide children services.

19. Under the Child Protective Services Law, 23 Pa. C.S.A. § 6301, et. seq., DHS may purchase and utilize the services of any public or private agency, such as the Turning Points Defendants to provide foster, case management, and/or kindred care services to children, including Minor-Plaintiffs C.C. and S.E.

20. On May 5, 2014, DHS received a Child Protective Services report that Karl Elliott, Minor-Plaintiffs C.C. and S.E.'s father, had given their minor half-sister E.M.H. marijuana and smoked with E.M.H. The report also stated that E.M.H. (age 13) was being sexually abused in her father's home by her half-brother who was 17 years old at the time. E.M.H.'s half-brother reportedly was making her smoke marijuana so that he could take advantage of her sexually.

21. On June 14, 2015, an Order of Protective Custody was obtained against Karl Elliott after there was a report that Karl Elliott sexually assaulted his ex-paramour, Karl Elliott

had a sexual relationship with his daughter E.M.H., and he instructed E.M.H. to participate in the sexual abuse of his ex-paramour.

22. It was also reported that Karl Elliott physically abused the children in the home, including the children that he had with his ex-paramour. Those children reported that Karl Elliott would beat them with extension cords.

23. Based on the June 14, 2015 Order of Protective Custody, Minor-Plaintiffs C.C. and S.E. were removed from their father Karl Elliott's home and began living with their aunt Selena Elliott. Their father Karl Elliott was not allowed to visit or contact C.C. and S.E.

24. On or about July 7, 2015, the Turning Points Defendants were retained by DHS to provide case management services to Minor-Plaintiffs C.C. and S.E.

25. At all times material hereto, the Turning Points Defendants, by and through their employees, agents, and/or servants, owed Minor-Plaintiffs C.C. and S.E. a duty to visit them regularly and assess their current situation, safety, needs, and wellbeing.

26. At all times material hereto, the Turning Points Defendants, by and through their employees, agents, and/or servants, owed Minor-Plaintiffs C.C. and S.E. a duty to ensure their safety and wellbeing.

27. On or about November 17, 2015, Minor-Plaintiffs C.C. and S.E. were removed from their aunt Selena Elliott's home after reports were made that Ms. Elliott's paramour was physically abusing C.C. and S.E. in the home. Ms. Elliott's paramour reportedly was previously incarcerated for sexually abusing his daughter.

28. Minor-Plaintiffs C.C. and S.E. then began living in the foster home of Porchea Young.

29. On or about February 9, 2016, Minor-Plaintiffs C.C. and S.E. were removed from the foster home of Porchea Young after a report was made that males in the home were spying on C.C. and S.E. when they were getting dressed and would keep opening the door when they tried to use the bathroom. It was also reported that one of the foster parents was verbally abusive and threatened to physically abuse C.C. and S.E.

30. Minor-Plaintiffs C.C. and S.E. then began briefly living with their family member Latasha Kemp where S.E. disclosed that she was sexually assaulted by an older male living in the foster home of Porchea Young.

31. The Turning Points Defendants' caseworker assigned to S.E. and C.C.'s case reportedly admitted to not knowing that the older male was even living in the home.

32. From approximately February 2016 to March 2016, Minor-Plaintiffs C.C. and S.E. lived in additional foster care homes, because their father Karl Elliott was not deemed an appropriate caregiver for C.C. and S.E.

33. In approximately April 2016, the Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to return to the care of their father Karl Elliott, and C.C. and S.E. began living with Karl Elliott in the home of their cousin Ceaira Elliott.

34. In approximately February 2017, the Turning Points Defendants decided to close case management services for Minor-Plaintiffs C.C. and S.E. and end visits to assess the safety and wellbeing of C.C. and S.E.

35. Upon information and belief, when the Turning Points Defendants closed case management services, Minor-Plaintiffs C.C. and S.E. were living with Karl Elliott in the home of Latoya Cathey who was the mother of Mr. Elliott's friend Karim Cathey.

36. After living in various homes with their father Karl Elliott from approximately April 2016 until August 2017, Minor-Plaintiffs C.C. and S.E. began living in their mother's home with their father and their minor half-sister E.M.H.

37. On August 14, 2017, DHS received a Child Protective Services report (the "August 14th CPS Report") that Karl Elliott, the father of Minor-Plaintiffs C.C. and S.E. and their half-sister E.M.H., sexually abused the children over a four-year period at various locations.

38. The August 14th CPS Report stated that E.M.H. called emergency services on August 13, 2017, because Mr. Elliott attempted to rape her. E.M.H. was able to get away from Mr. Elliott, but Mr. Elliott physically assaulted her, including beating her with an extension cord.

39. The August 14th CPS Report stated that Karl Elliott was taken into police custody on August 13, 2017.

40. The August 14th CPS Report stated that Minor-Plaintiffs S.E. and C.C. were interviewed along with their half-sister E.M.H. at Philadelphia Children's Alliance ("PCA") about the sexual abuse they suffered.

41. At PCA, Minor-Plaintiff S.E. disclosed that on more than one occasion her father Karl Elliott raped her after forcing her to drink alcohol or smoke marijuana so that he could take advantage of her sexually.

42. S.E. also reported that her father Karl Elliott would force her to engage in sexual acts with her half-sister E.M.H.

43. S.E. disclosed that her father Karl Elliott would physically abuse her whenever she refused to drink the alcohol, smoke marijuana, or engage in sexual acts.

44. In addition, Minor-Plaintiff S.E. reported that her father Karl Elliott arranged for the termination of a pregnancy created by his sexual abuse.

45. At PCA, Minor-Plaintiff C.C. disclosed that her father Karl Elliott once attempted to rape her when she was eleven years old. He pressed himself and his penis against her underwear, while trying to remove her underwear so that he could penetrate her. He only stopped once her sister S.E. hit their father in the head when S.E. saw what was happening.

46. Minor-Plaintiff C.C. also described a time when she witnessed her father Karl Elliott raping her sister S.E. in her presence and later reported witnessing incidents when Karl Elliott would also rape her half-sister E.M.H.

47. Minor-Plaintiff C.C. also later reported that her father Karl Elliott would physically abuse her and her sisters S.E. and E.M.H. throughout the time that she was in his care.

48. Karl Elliott was arrested and charged with aggravated assault, rape, and other charges related to the physical and sexual abuse of Minor-Plaintiffs C.C. and S.E., along with their minor half-sister E.M.H.

49. On August 29, 2018, Karl Elliott was found guilty of rape of a child, rape by forcible compulsion, involuntary deviate sexual intercourse, aggravated indecent assault without consent, endangering the welfare of children, unlawful contact with a minor, and corruption of a minor.

50. Karl Elliott's convictions were related to the years of physical and sexual abuse that Minor-Plaintiffs C.C. and S.E. suffered, along with their minor half-sister E.M.H.

51. Prior to his convictions for physically and sexually abusing his daughters, Karl Elliott had an extensive criminal history of which the Turning Points Defendants knew or should have known.

52. In 2016, Karl Elliott was charged with Aggravated Assault, Possession of an Instrument of Crime, Simple Assault, and Recklessly Endangering Another Person.

53. In 2015, Karl Elliott was charged with a number of crimes related to a report that he raped his girlfriend at the time.

54. In 2011, Karl Elliott plead guilty to charges of Unlawful Restraint/Serious Bodily Injury and Simple Assault, in exchange for dismissing charges for Kidnapping for Ransom, Conspiracy – Kidnapping for Ransom, Reckless Endangering Another Person, and False Imprisonment.

55. Karl Elliott's criminal convictions in 2011 resulted from an incident where Karl Elliott admitted to attempting to abduct a woman by dragging her across the ground by her hair to get her into his car against her will with his friend Karim Cathey. The woman was fortunately able to escape and jump into a cab to call the police.

56. In 2006, Karl Elliott was charged with Aggravated Assault, Burglary, Criminal Trespass, Possession of an Instrument of Crime, Simple Assault, Recklessly Endangering Another Person, and Criminal Mischief.

57. Karl Elliott also was charged numerous times for crimes such as assault, recklessly endangering another person, and possession of an instrument of crime since 2001.

58. The Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott, even though their half-sister E.M.H. was previously sexually abused in their father's home, neglected in his care.

59. The Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott, even though it was reported that their half-sister E.M.H. was physically abused while visiting their father's home in 2016.

60. The Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott, even though there was a report that Karl Elliott sexually assaulted

his ex-paramour, Karl Elliott had a sexual relationship with his daughter E.M.H., and he instructed E.M.H. to participate in the sexual abuse of his ex-paramour.

61. The Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott, even though their father had a history of reports made against him for domestic violence.

62. The Turning Points Defendants allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott, even though it was reported that their father previously physically abused some of his other children as well.

63. Given Karl Elliott's history of domestic violence, extensive prior criminal history, and demonstrated neglect for his children's safety and wellbeing, the Turning Points Defendants should never have allowed Minor-Plaintiffs C.C. and S.E. to live with their father Karl Elliott.

64. Given Karl Elliott's history of domestic violence, extensive prior criminal history, and demonstrated neglect for his children's safety and wellbeing, the Turning Points Defendants should never have allowed Minor-Plaintiffs C.C. and S.E. to stay in the care of their father Karl Elliott.

65. The Turning Points Defendants failed to consider Karl Elliott's demonstrated failure to provide for all of his children's safety and wellbeing in their assessment of Karl Elliott as caregiver and/or kindred care parent to Minor-Plaintiffs C.C. and S.E.

66. The Turning Points Defendants failed to consider history of domestic violence and criminal history in their assessment of Karl Elliott as caregiver and/or kindred care parent to Minor-Plaintiffs C.C. and S.E.

67. The Turning Points Defendants failed to inform DHS and the Philadelphia Family Court about the need for continued supervision of S.E. and C.C. considering Karl Elliott's

concerning ongoing criminal activities, history of domestic violence, and demonstrated failure of providing for his children's safety and wellbeing.

68. The Turning Points Defendants prematurely decided to close case management services for Minor-Plaintiffs C.C. and S.E., despite Karl Elliott's concerning ongoing criminal activities, history of domestic violence, and demonstrated failure to provide for his children's safety and wellbeing.

69. But for the Turning Points Defendants' negligence in approving Karl Elliott as an appropriate caregiver and/or kindred care parent for Minor-Plaintiffs C.C. and S.E., Minor-Plaintiffs C.C. and S.E. would not have been continually physically and sexually abused by Karl Elliott.

70. As a result of the Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. endured numerous incidents of physical and sexual abuse as a child by the perpetrator Karl Elliott.

71. But for the acts and/or omissions of the Turning Points Defendants, Minor-Plaintiffs C.C. and S.E. would not have been physically and sexually abused as a child repeatedly by their father, Karl Elliott.

72. Because of the Turning Points Defendants' negligence, Minor-Plaintiffs suffered numerous incidents of physical and sexual abuse in addition to the incidents of physical and sexual abuse they suffered in foster care homes.

73. The aforementioned incidents were caused solely and exclusively by the negligence of the Turning Points Defendants, individually, and by and through their employees and/or agents and in no manner was it due to any act or failure to act on the part of Minor-Plaintiffs C.C. and S.E.

COUNT I – NEGLIGENCE

MINOR-PLAINTIFFS S.E. AND C.C. v. PUBLIC HEALTH MANAGEMENT CORPORATION, TURNING POINTS FOR CHILDREN, TURNING POINTS CUA 3, LLC, THE TURNING POINTS FOR CHILDREN CHARITABLE FOUNDATION

74. Paragraphs 1 through 73 are hereby incorporated by reference as if fully set forth herein.

75. The negligence and recklessness of the Turning Points Defendants, individually and by and through their employees, servants, and/or agents, actual or apparent, including but not limited to social workers, caseworkers, case managers, supervisors, administrators, case manager directors, CUA directors, therapists, foster care parents, and foster family care agencies consisted of the following:

- a. Negligently approving Karl Elliott as a caregiver and/or kindred care parent to Minor-Plaintiffs C.C. and S.E.;
- b. Failing to seek approval to conduct a background check for Karl Elliott;
- c. Failing to seek approval to conduct a background check for other members of Karl Elliott's home;
- d. Failing to keep child abuse or criminal history clearances on file for Karl Elliott, in violation of state mandated standards;
- e. Failing to keep child abuse or criminal history clearances on file for other members of Karl Elliott's home, in violation of state mandated standards;
- f. Failing to consider Karl Elliott's criminal history when assessing Karl Elliott's suitability as a caregiver and/or kindred care parent;
- g. Failing to consider Karl Elliott's history of domestic violence when assessing Karl Elliott's suitability as a caregiver and/or kindred care parent;
- h. Failing to consider Karl Elliott's history of neglecting and mistreating his children other than C.C. and S.E.;
- i. Failing to adequately inspect and evaluate Karl Elliott's home;
- j. Failing to assess Minor-Plaintiffs C.C. and S.E.'s situation, safety, needs, well-being and/or experience while they resided with their father Karl Elliott;

- k. Failing to assess Minor-Plaintiffs C.C. and S.E.'s situation, safety, needs, well-being and/or experience while they resided in foster care;
- l. Failing to seek child abuse or criminal history clearances on file for residents of foster homes where Minor-Plaintiffs C.C. and S.E. lived;
- m. Failing to assess child abuse or criminal history clearances on file for residents of foster homes where Minor-Plaintiffs C.C. and S.E. lived;
- n. Failing to identify the residents of foster homes where C.C. and S.E. lived when assessing the safety of C.C. and S.E.;
- o. Failing to request relevant and appropriate medical and therapy records for Minor-Plaintiffs C.C. and S.E. to assess their situation, safety, needs, well-being and/or experience;
- p. Failing to maintain adequate supervision and inspection of Karl Elliott's home;
- q. Failing to maintain adequate supervision and inspection of foster homes where S.E. and C.C. resided;
- r. Failing to assess appropriately the fitness of resource parents living in foster homes where S.E. and C.C. resided;
- s. Failing to conduct Safety Assessments for Minor-Plaintiffs C.C. and S.E.;
- t. Failing to implement Safety Plans for Minor-Plaintiffs C.C. and S.E.;
- u. Failing to implement a Safety Plan indicating Minor-Plaintiffs C.C. and S.E. were unsafe and that removal from Karl Elliott's home was necessary;
- v. Failing to interpret and act upon Safety Assessments and/or Safety Plans conducted for Minor-Plaintiffs C.C. and S.E.;
- w. Failing to identify and act upon circumstances indicating a risk of harm and abuse to Minor-Plaintiffs C.C. and S.E.;
- x. Failing to evaluate Minor-Plaintiffs C.C. and S.E.'s physical and mental wellbeing while living with their father Karl Elliott;
- y. Failing to evaluate Karl Elliott's background and parenting capacity before placement of Minor-Plaintiffs C.C. and S.E. in his home;
- z. Failing to evaluate Karl Elliott's background and parenting capacity while Minor-Plaintiffs C.C. and S.E. lived with their father Karl Elliott;
- aa. Violating the principles of the Restatement (Second) of Torts § 323;

- bb. Prematurely closing case management services for S.E. and C.C. while they lived with their father Karl Elliott;
- cc. Failing to recommend continued supervision by the family court of S.E. and C.C. while in their father Karl Elliott's care;
- dd. Negligently hiring the members of the case management team assigned to provide services to C.C. and S.E.;
- ee. Negligently retaining the members of the case management team assigned to provide services to C.C. and S.E.;
- ff. Negligently supervising the members of the case management team assigned to provide services to C.C. and S.E.;
- gg. Failing to monitor compliance with the Community Umbrella Agency Practice Guidelines for the members of the case management team assigned to provide services to C.C. and S.E.; and
- hh. Failing to train employees, agents, and/or servants to identify and act upon signs of abuse and dangerous conditions in Karl Elliott's home.

76. As a direct result of the Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. were forced to endure physical and sexual abuse as a child.

77. As a direct result of the Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. suffered severe physical pain and mental anguish, which they will endure for the rest of their life.

78. As a direct result of the Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. have in the past and will in the future suffer a loss in the enjoyment of life.

79. As a direct result of Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. have in the past and will in the future suffer otherwise unnecessary medical and psychological treatment, medical costs and other costs.

80. As a direct result of Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. have in the past and will in the future suffer embarrassment, humiliation, shame, and fear.

81. As a direct result of Turning Points Defendants' negligence, Minor-Plaintiffs C.C. and S.E. suffered an impairment of their earning capacity.

WHEREFORE, Minor-Plaintiffs C.C. and S.E. demand judgment in their favor and against the Turning Points Defendants and demand compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars exclusive of prejudgment interest, costs and damages for pre-judgment delay.

COUNT II – NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS
MINOR-PLAINTIFFS S.E. AND C.C. v. PUBLIC HEALTH MANAGEMENT
CORPORATION, TURNING POINTS FOR CHILDREN, TURNING POINTS CUA 3,
LLC, THE TURNING POINTS FOR CHILDREN CHARITABLE FOUNDATION

82. Paragraphs 1 through 81 are hereby incorporated by reference as if fully set forth herein at length.

83. The Turning Points Defendants, individually and through their actual or apparent agents, servants and employees, negligently committed the acts averred in the Complaint against Minor-Plaintiffs C.C. and S.E. and thereby caused them to suffer fear, depression, mental anguish and severe physical and emotional distress, directly and proximately causing harm and damages to Minor-Plaintiffs C.C. and S.E.

84. As a result of the negligent acts and omissions of the Turning Points Defendants as set forth in this Complaint, Minor-Plaintiffs C.C. and S.E. have in the past and will in the future suffer severe emotional distress and psychological and physical injuries.

WHEREFORE, Minor-Plaintiffs C.C. and S.E. demand judgment in their favor and against the Turning Points Defendants and demand compensatory damages in excess of Fifty Thousand (\$50,000.00) Dollars, exclusive of prejudgment interest, costs, and damages for pre-judgment delay.

KLINE & SPECTER, P.C.

BY:


NADEEM A. BEZAR, ESQUIRE

KYLE B. NOCHO, ESQUIRE

Attorneys for Minor-Plaintiffs C.C. and S.E.

VERIFICATION

I, Suzanne N. Pritchard, Esquire, hereby state that I am the Guardian Ad Litem for the Minor-Plaintiff, C.C., in this matter, and I am authorized to take this Verification on behalf of the Minor-Plaintiff, C.C. I hereby verify that I have reviewed the foregoing Minor-Plaintiffs' First Amended Complaint, which was prepared with the assistance of counsel, and that while I do not have personal knowledge of all of the facts and representations therein, the averments appear to be true and correct to the best of my knowledge, information and belief.

The undersigned that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Suzanne N. Pritchard, Esq.

SUZANNE N. PRITCHARD, ESQUIRE
Guardian Ad Litem for Minor-Plaintiff C.C.

VERIFICATION

I, Kristen L. Behrens, Esquire, hereby state that I am the Guardian Ad Litem for the Minor-Plaintiff, S.E., in this matter, and I am authorized to take this Verification on behalf of the Minor-Plaintiff, S.E. I hereby verify that I have reviewed the foregoing Minor-Plaintiffs' First Amended Complaint, which was prepared with the assistance of counsel, and that while I do not have personal knowledge of all of the facts and representations therein, the averments appear to be true and correct to the best of my knowledge, information and belief.

The undersigned that the statements contained therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



KRISTEN L. BEHRENS, ESQUIRE
Guardian Ad Litem for Minor-Plaintiff S.E.

EXHIBIT “C”

FILED
22 JUL 2021 02:27 pm
Civil Administration
E. MEENAN

E.M.H. Plaintiff, v. Turning Points for Children, Turning Points CUA 3, LLC, The Turning Points for Children Charitable Foundation, Public Health Management Corporation and Carson Valley Children's Aid Defendants, v. Karl Elliott Additional Defendant.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY June Term, 2019 No. 06891 MCCSP Lead Case Cvra no. 21074259
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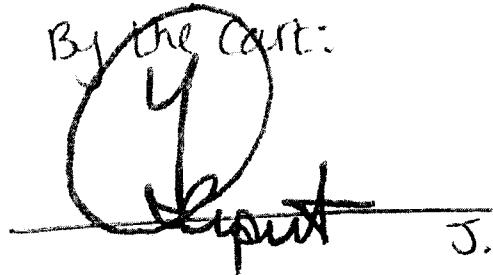
S.E., a minor, by Guardian Ad Litem Kristen L. Behrens, Esquire c/o Kline & Specter, PC and C.C., a minor, by Guardian Ad Litem Suzanne N. Pritchard, Esquire c/o Kline & Specter, PC Plaintiffs, v. Turning Points for Children, Turning Points CUA 3, LLC, The Turning Points for Children Charitable Foundation, and Public Health Management Defendants, v. Karl Elliott Additional Defendant.	COURT OF COMMON PLEAS PHILADELPHIA COUNTY November Term, 2019 No. 00738 MCCSP ORDER-E. Etal Vs Turning Points For Children Etal  19110073800172
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ORDER

AND NOW, this 16th day of September, 2021, upon consideration of the Motion to Consolidate of Defendants, Turning Points for Children, Turning Points CUA 3, LLC

and The Turning Points for Children Charitable Foundation, and any Response thereto, it is hereby ORDERED and DECREED that the above captioned actions will be consolidated, for purposes of discovery and trial, under the following caption: *E.M.H. v. Turning Points for Children, et al, June Term 2019, No. 06891* and will be controlled by the Case Management Order entered in that action.

This order is entered without prejudice for any party, at the time of the pre-Trial Conference with this court, to request that the matters be severed for trial or to request that a special pre-Trial order be issued by this court that addresses the numerous privacy, safety, and evidentiary concerns of this case and the parties.

By the Court:


~~Kipnis~~ J.

EXHIBIT “D”

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1st day of February, 2013, by and between PUBLIC HEALTH MANAGEMENT CORPORATION ("PHMC"), a Pennsylvania nonprofit corporation with a registered address at 260 South Broad Street, Philadelphia, PA 19102, and Turning Points for Children ("TPFC"), a Pennsylvania nonprofit corporation with a registered address at 415 South 15th Street, Philadelphia, PA 19146 (each a "Party"; collectively, the "Parties").

WITNESSETH:

PHMC is a nonprofit corporation engaged in the conduct and the management of activities relating to health care and the delivery and improvement of health care services, and TPFC is a nonprofit corporation organized and operated particularly to provide effective means for the prevention of cruelty and neglect to children, to provide services to and for children and families, to aid and cooperate in the protection of families, and to aid in the enforcement of all laws heretofore or hereafter enacted for the protection and care of children. In order to strengthen and further the mission of both Parties, the Parties desire to affiliate with each other under and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Affiliation. Subject to the terms of this Agreement, PHMC and TPFC shall affiliate with each other so that in addition to the relationship and respective obligations of the Parties described herein, pursuant to a separate written agreement ("Management Agreement"), PHMC shall provide to TPFC certain back office and other support services (the "Services"). Upon the filing of TPFC's Amended and Restated Articles in accordance with Section 3 below, PHMC shall become the sole member and parent of TPFC, and TPFC shall become a membership subsidiary of PHMC (collectively, the "Affiliation"). PHMC's rights as the sole member and parent of TPFC are subject to the provisions of applicable law, the terms of TPFC's Bylaws as adopted pursuant to the terms of this Agreement, and the terms of this Agreement.

2. Effective Date. The Affiliation shall be effective February 1, 2013 (the "Effective Date"), except that the parent-subsidiary relationship, to be implemented pursuant to Sections 3 and 4 below, shall be effective on the date the Articles are filed and accepted with the Pennsylvania Department of State (the "Filing Date").

3. Amendment of Governing Documents. As soon as practicable after the execution of this Agreement by both Parties, TPFC shall provide formal written notice of the Affiliation to the Pennsylvania Office of the Attorney General requesting a letter of non-objection, and upon receipt of the same, TPFC shall petition the Philadelphia County Court of Common Pleas, Orphans' Court Division, for approval of the Affiliation. Upon

receipt of the Orphans' Court approval of the Affiliation, TPFC shall cause its Articles of Incorporation (the "Articles") to be amended to provide that PHMC shall be TPFC's sole member by amending and restating the Articles in the form of Exhibit A, and TPFC shall cause its Bylaws to be amended and restated so that the Bylaws attached to this Agreement as Exhibit B are the Bylaws (the "TPFC's Bylaws") of TPFC in effect on the Filing Date.

4. Boards of Directors.

A. As of the Filing Date the members of the Board of Directors of TPFC shall consist of those members in office immediately prior to the Filing Date and two representatives selected and appointed by PHMC's Board of Directors in accordance with the TPFC Bylaws.

B. As of the Effective Date, PHMC's Board of Directors ("PHMC's Board") shall select one representative from TPFC's Board of Directors who shall serve as an honorary member of PHMC's Board and who shall provide PHMC's Board with advice on social service matters (the "Honorary Member"). PHMC's Board shall not appoint as an Honorary Member any member of TPFC's Board of Directors who was selected or appointed by PHMC in accordance with paragraph 4(A), herein. The Honorary Member shall be entitled to participate in all meetings and other activities of PHMC's Board, but he or she shall have no vote on any matter. By the end of 2013, PHMC shall amend its bylaws to establish a newly created social services seat on its board with all of the rights and privileges of voting PHMC Board members, and PHMC shall appoint to that seat a member of TPFC's Board of Directors ("Social Services Representative"). PHMC's Board will solicit recommendations from TPFC's Board of Directors regarding who will be selected as the Social Services Representative. PHMC's Board shall not appoint as the Social Services Representative any member of TPFC's Board of Directors who was selected or appointed by PHMC in accordance with paragraph 4(A), herein. There shall remain on PHMC's Board a seat for a Social Services Representative to be occupied by a representative of TPFC's Board of Directors for so long as this Agreement remains in effect. Upon the effective date of the Termination of this Agreement, PHMC's Board has discretion to remove the Social Services Representative.

5. Notice of Intent to Unilaterally Act. If PHMC, in accordance solely with its rights as the sole member and parent of TPFC, desires to unilaterally (i) adopt, amend or repeal any provision of TPFC's Bylaws that is committed expressly to the members in accordance with Section 5504(b) of the Act; (ii) elect, appoint, or remove, with or without cause, any or all of the members of TPFC's Board; or (iii) approve any fundamental change transaction to be undertaken by TPFC in accordance with Section 5901 *et seq.* of the Act (each a "Proposed Action"), PHMC shall provide TPFC's Board of Directors ("TPFC's Board") with written notice of the effective date of the Proposed Action no less than sixty (60) days in advance of the effective date of the Proposed Action.

6. PHMC Warranties. PHMC represents and warrants to TPFC as follows:

A. PHMC is a nonprofit corporation duly organized, validly existing and subsisting under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to carry on its activities and to execute, deliver, and perform this Agreement and the transactions and affiliation contemplated hereby. This Agreement has been duly authorized by proper corporate action of PHMC and constitutes the valid and binding obligation of PHMC, enforceable against PHMC in accordance with its terms, and the person so signing has been duly authorized by PHMC's Board to sign the Agreement.

B. PHMC is exempt from federal income taxes as a public charity described under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code of 1986, as amended (the "Code"), and is duly registered as a charitable organization with the Pennsylvania Department of State, Bureau of Charitable Organizations. Such status is not currently subject to, and to the best of PHMC's knowledge is not threatened to be made subject to, any administrative or other proceeding by the Internal Revenue Service or any other governmental agency.

C. PHMC does not have any members as defined in Section 5103 of the Nonprofit Corporation Act of 1988, as amended (the "Act"), including specifically any members entitled to vote on any matter.

D. The execution, delivery and performance of this Agreement by PHMC and the completion of the transactions contemplated by this Agreement do not and will not result in or constitute a conflict, violation, breach, default (or an event, which, with notice or lapse of time or both, would constitute a default), under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract or other instrument or obligation to which PHMC is a party or by which PHMC may be bound.

E. PHMC shall be responsible for the payment or discharge of all liabilities and obligations with respect to its operations it incurred on or before the Effective Date, and PHMC will continue to be responsible for such payment or discharge following the Effective Date.

F. PHMC acknowledges that it is responsible for the payment or discharge of all liabilities or obligations with respect to its operations incurred on or before the Effective Date, and PHMC will continue to be responsible for such payment or discharge following the Effective Date.

G. To the best of its knowledge, all of PHMC's contracts, leases, licenses, agreements and instruments that may have a material impact on this Agreement or the Affiliation are valid, binding and enforceable and PHMC is unaware of any breach or anticipated breach by the other parties to such contracts, leases, licenses, agreements and instruments.

H. PHMC's bylaws dated as of October 20, 2011 are the current bylaws of PHMC as of the Effective Date.

7. Foundation Assets. In order to protect its endowment funds (the "Endowment") from liabilities, that may be incurred as a result of the operations contemplated in connection with this Affiliation, TPFC is in the process of forming a Pennsylvania nonprofit corporation to be known as the Turning Points for Children Foundation (the "Foundation"). TPFC's petition to the Orphans' Court for approval of the Affiliation pursuant to Paragraph 3.A will be accompanied by a request for approval of the formation of and transfer of assets to such a subsidiary Foundation. The Foundation shall be a subsidiary of TPFC at least for so long as this Affiliation remains in effect, and shall remain a subsidiary of TPFC after termination of this Agreement, unless TPFC in its sole discretion determines otherwise. Upon receiving approval from the Orphans' Court, TPFC shall transfer only the Endowment and no other assets or property to the Foundation. TPFC shall exercise its rights as the sole member of the Foundation to ensure that the Foundation shall be operated in accordance with this Agreement.

A. For so long as this Agreement and the Affiliation remain in effect, the Foundation shall support no other entity or endeavor other than TPFC, which shall be the only recipient and beneficiary of Endowment proceeds. The Foundation shall exist to subsidize and support TPFC's charitable activities and TPFC's operations to the extent required to ensure that TPFC's annual financial audits reflect a break even or better position in change of unrestricted net assets.

B. If for any reason, the Endowment cannot be transferred until after the Filing Date, and such transfer would then constitute a "fundamental change" under the Act and require the approval of PHMC, as TPFC's sole member, PHMC shall not withhold its approval of the transfer. Notwithstanding any of the rights of membership provided by law or otherwise, PHMC shall not collateralize or otherwise leverage or in any other way use the Endowment, whether held by the Foundation or by TPFC itself.

8. TPFC Warranties. TPFC represents and warrants to PHMC as follows:

A. TPFC is a nonprofit corporation duly organized, validly existing and subsisting under the laws of the Commonwealth of Pennsylvania and has all requisite corporate power and authority to carry on its activities and to execute, deliver and perform this Agreement and the transactions and affiliation contemplated hereby. This Agreement has been duly authorized by proper corporate action of TPFC's Board of Directors and constitutes the valid and binding obligation of TPFC, enforceable against TPFC in accordance with its terms.

B. TPFC is exempt from federal income taxes as a public charity described under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Code, and is duly registered as a charitable organization with the Pennsylvania Department of State, Bureau of Charitable Organizations. Such status is not currently subject to, and to the best of TPFC's knowledge is not threatened to be made subject to, any administrative or other proceeding by the Internal Revenue Service or any other governmental agency.

C. Notwithstanding any provisions contained in TPFC's Bylaws, prior to the amendments described in Paragraph 3.A above, TPFC does not have any members

as defined in Section 5103 of the Act, including specifically any members entitled to vote on any matter.

D. The execution, delivery and performance of this Agreement by TPFC and the completion of the transactions contemplated by this Agreement do not and will not result in or constitute a conflict, violation, breach, default (or an event, which, with notice or lapse of time or both, would constitute a default), under, or give rise to any right of termination, cancellation or acceleration under any of the terms, conditions or provisions of any contract or other instrument or obligation to which TPFC is a party or by which TPFC may be bound.

E. TPFC shall be responsible for the payment or discharge of all liabilities and obligations with respect to its operations that incurred on or before the Effective Date, and TPFC will continue to be responsible for such payment or discharge following the Effective Date.

F. TPFC acknowledges that PHMC shall not be responsible for, or liable to any third party in connection with, the payment or discharge of any liabilities or obligations with respect to TPFC's operations that are incurred on or after the Effective Date.,

G. All of contracts, leases, licenses, agreements and instruments that have a material impact on the operations and affairs of TPFC (the "Material Contracts") are valid, binding and enforceable and (i) TPFC has performed all obligations required to be performed by it and is not in default under or in breach of nor in receipt of any claim of default or breach under any Material Contract; (ii) no event has occurred which with the passage of time or the giving of notice or both would result in a default, breach or event of noncompliance by TPFC under any Material Contract; (iii) TPFC does not have any present expectation or intention of not fully performing all such obligations under Material Contracts; and (iv) TPFC is unaware of any breach or anticipated breach by the other parties to any Material Contract.

H. TPFC's financial statements for the fiscal year ending September 30, 2012, are a true and accurate reflection of TPFC's financial condition as of that date; they were reviewed and approved by TPFC's Board on January 17, 2013.

9. No Assumption of Liabilities. The Affiliation provided for in this Agreement extends only to the relationship described herein. Each Party shall retain its corporate identity. Neither Party is assuming nor intends to assume any of the liabilities or obligations of the other Party under any circumstances, and no such assumption of liability shall be implied.

10. Indemnification.

A. PHMC hereby agrees to indemnify, hold harmless, and defend TPFC and its officers, directors, employees, and agents from any and all claims, including but not limited to, all third-party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect or consequential), attorneys' fees (and expenses) that TPFC

might sustain or incur as a result of PHMC's breach (or a breach by its officers, directors, employees or agents) of the representations and warranties contained herein, or as a result of any act or failure or omission to act in connection with the obligations under this Agreement. B. TPFC hereby agrees to agree to indemnify, hold harmless, and defend PHMC and its officers, directors, employees, and agents from any and all claims, including but not limited to, all third-party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect or consequential), attorneys' fees and expenses PHMC might sustain or incur as a result of TPFC's breach (or a breach by its officers, directors, employees or agents) of the representations and warranties contained herein, or as a result of any act or failure or omission to act in connection with the obligations under this Agreement.

C. Notwithstanding Section 10(B), the Parties covenant and agree to maintain adequate liability insurance to address the risks and potential liabilities inherent in any agreement or venture engaged in as a result of this Affiliation.

11. Insurance. PHMC hereby covenants and agrees that it shall maintain in full force and effect Directors and Officers and general business liability insurance coverage in reasonable amounts from established and reputable insurers and that TPFC shall be named in such policies as an insured in such a manner as to provide TPFC the same rights and benefits as are accorded to the most favorably insured of PHMC and its Directors and Officers. Notwithstanding, TPFC may obtain additional coverage as its Board deems appropriate.

12. Communications. The Parties shall coordinate and mutually agree upon on the public announcement of the Affiliation.

13. Trademarks and Service Marks.

A. As of the Effective Date, PHMC grants to TPFC a non-exclusive, nontransferable, non-sublicensable and terminable-at-will right to use PHMC's trade and service marks in the format attached to this Agreement as Exhibit C ("PHMC's Marks") solely in connection with this Affiliation. PHMC hereby reserves the rights not expressly and explicitly granted in this Agreement, including PHMC's right to authorize or license use of PHMC's Marks or any other trademarks or names containing PHMC's Marks, to any third party for use in connection with any goods and services. Use by TPFC of PHMC's Marks on goods or services other than those in connection with this Affiliation, in a manner inconsistent with the applicable trademark guidelines, or in connection with an infringement of PHMC's or a third party's rights shall constitute a material breach of this Agreement. Upon termination of this Agreement, TPFC agrees it shall immediately cease and desist any and all use of PHMC's Marks. TPFC hereby acknowledges that PHMC is the owner of PHMC's Marks and any trademark applications and/or registrations thereto; agrees that it will do nothing inconsistent with such ownership and that it is hereby obligated to maintain the goodwill of PHMC's Marks; and agrees that all use of PHMC's Marks by TPFC shall inure to the benefit of PHMC. TPFC agrees that nothing in this Agreement shall give TPFC any right, title or interest in PHMC's Marks other than the right to use PHMC's Marks in accordance with

this Agreement. TPFC agrees not to register or attempt to register PHMC's Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with PHMC's Marks.

B. As of the Effective Date, TPFC grants to PHMC a non-exclusive, nontransferable, non-sublicensable, and terminable-at-will right to use TPFC's trade and service marks in the format attached to this Agreement as Exhibit D ("TPFC's Marks") solely in connection with this Affiliation. TPFC hereby reserves the rights not expressly and explicitly granted in this Agreement, including TPFC's right to authorize or license use of TPFC's Marks or any other trademarks or names containing TPFC's Marks, to any third party for use in connection with any goods and services. Use by PHMC of TPFC's Marks on goods or services other than those in connection with this Affiliation, in a manner inconsistent with the applicable trademark guidelines, or in connection with an infringement of TPFC's or a third party's rights shall constitute a material breach of this Agreement. Upon termination of this Agreement, PHMC agrees it shall immediately cease and desist any and all use of TPFC's Marks. PHMC hereby acknowledges that TPFC is the owner of TPFC's Marks and any trademark applications and/or registrations thereto; agrees that it will do nothing inconsistent with such ownership and that it is hereby obligated to maintain the goodwill of TPFC's Marks; and agrees that all use of TPFC's Marks by PHMC shall inure to the benefit of TPFC. PHMC agrees that nothing in this Agreement shall give PHMC any right, title or interest in TPFC's Marks other than the right to use the Marks in accordance with this Agreement. PHMC agrees not to register or attempt to register TPFC's Marks as a trademark, service mark, Internet domain name, trade name, or any similar trademarks or name, with any domestic or foreign governmental or quasi-governmental authority which would be likely to cause confusion with TPFC's Marks.

C. The provisions of this Section 13 shall survive the expiration or termination of this Agreement.

14. Termination of Agreement.

A. Either PHMC or TPFC, in its sole discretion may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party that shall contain the effective date of termination (the "Termination"). PHMC must provide TPFC's Board notice of Termination at least forty-five (45) days in advance of any Termination not automatically triggered as provided in Section 13 of this Agreement. TPFC must provide PHMC's Board notice of Termination at least forty-five (45) days in advance of any Termination not automatically triggered as provided in Section 13 of this Agreement. The Parties agree that Termination of this Agreement in and of itself shall not constitute a breach of this Agreement.

B. Except as otherwise provided herein, the Termination of this Agreement shall terminate all further rights and obligations of the Parties under this Agreement, except that such Termination shall not: (1) release either Party from any obligation or liability to the other Party or a third party that has already accrued in.

connection with this Agreement or Affiliation; (2) release TPFC from fully reimbursing and compensating PHMC for all funds or assets provided by PHMC to TPFC as a result of the Management Agreement or other conduct of the Parties; or (3) effect the rights and obligations contained herein that, by their terms, are intended to survive termination of this Agreement.

C. Following Termination, PHMC shall promptly provide TPFC with a statement reflecting: (a) fees and expenses due in accordance with the Management Agreement; (b) a list of any equipment or material that must be returned to PHMC; and (c) other items for which PHMC may be entitled to compensation, if appropriate and as the Parties may agree through good faith negotiations, to cover any costs that PHMC may have incurred in support of TPFC in the three hundred sixty-day period (360-day period) prior to Termination in support of TPFC, including, without limitation, (i) reimbursement for funds or assets contributed to TPFC by PHMC; (ii) donations PHMC provided to TPFC during the affiliation; and (iii) reimbursement of any substantiated discounts PHMC provided to TPFC for management services. In addition, if appropriate and as the Parties may agree through good faith negotiations, PHMC will be entitled to (i) an equitable portion of any increase in TPFC's net assets from the Effective Date to Termination; and (ii) an equitable portion of the increase in total gross revenue realized by TPFC from the Effective Date to Termination. If appropriate, TPFC may also be entitled to reimbursements and payments from PHMC in connection with Termination of this Agreement. The Parties shall so compensate each other within 60 days after the effective date of Termination, or at such time as the Parties mutually agree. Upon Termination, each Party shall return to the other all documents and tangible materials (including any copies and electronic data) containing, reflecting, incorporating or based on the other Party's confidential information, trade secrets and intellectual property and shall certify in writing to the other Party that it has complied with the requirements of this Section.

D. Upon Termination, PHMC and TPFC shall adopt such resolutions, execute and file amendments to TPFC's Articles of Incorporation and take such other actions and execute such other documents and instruments as may be reasonably necessary or appropriate to amend the Articles of Incorporation of TPFC to provide that TPFC is organized on a non-membership basis and that the two members of the Board of Directors of TPFC so designated by PHMC as representatives of PHMC, in accordance with this Agreement and TPFC's Bylaws, may be removed.

E. TPFC's notice of Termination shall operate to stay any pending Proposed Action.

15. Further Assurances and Cooperation. Each Party shall take such action, execute and deliver such documents and provide such cooperation as the other Party may reasonably request to effectuate the terms of this Agreement and the transactions contemplated hereby, with the least disruption to the business and affairs of the Parties reasonably practicable.

16. General Terms.

A. *Headings.* The section and paragraph headings of this Agreement are for convenience of reference only and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

B. *Assignment.* PHMC may not transfer its membership interest in TPFC, except in connection with a merger of PHMC, sale of substantially all of PHMC's assets, or similar transaction (each of which is a Proposed Action defined in Section 5 of this Agreement) and subject to the notice provisions provided in Section 5 of this Agreement. Except in connection with the foregoing, neither Party may assign or transfer all or any portion of this Agreement, voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party, and any attempted assignment or transfer to the contrary shall be null and void.

C. *Entire Agreement.* Except as otherwise stated herein, this Agreement contains the entire understanding between the Parties with respect to the subject matter hereof, and may not be amended or modified in any manner except by a written agreement, duly executed by the Party to be charged.

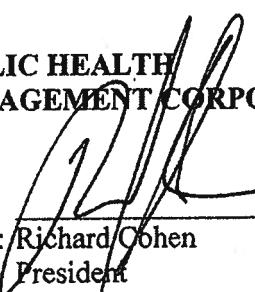
D. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to principles of conflict of laws.

E. *Dispute Resolution.* Any controversy or claim arising out of or relating to this Agreement or the termination thereof, shall be settled by arbitration in Philadelphia, Pennsylvania and administered by the American Arbitration Association under its Civil Arbitration Rules before a single arbitrator. The arbitrator shall be jointly selected by the Parties and shall, at a minimum, be an attorney licensed to practice law in Pennsylvania and have reasonable experience representing and dealing with nonprofit, charitable corporations and institutions. The arbitrator shall resolve the dispute and, if necessary, determine the terms of Termination and the Parties hereby agree that they will abide by the arbitrator's decision and that any decision may be entered as judgment in any court having jurisdiction.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties, by and through their respective duly authorized individuals, have executed this Agreement as of the day and year first above written.

PUBLIC HEALTH
MANAGEMENT CORPORATION

By: 
Name: Richard Cohen
Title: President

TURNING POINTS FOR CHILDREN

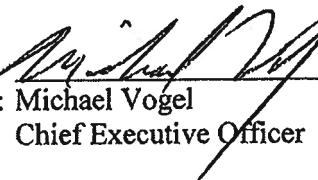
By: 
Name: Michael Vogel
Title: Chief Executive Officer

EXHIBIT “E”

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made this 1st day of July, 2016 (the "Effective Date"), by and between **Turning Points For Children**, a Pennsylvania nonprofit corporation with an address at 415 S 15th St, Philadelphia, PA 19146 ("Subsidiary"), and Public Health Management Corporation, a Pennsylvania nonprofit corporation with an address at Centre Square East, 1500 Market Street, Suite 1500, Philadelphia, PA 19102 ("PHMC"). Subsidiary and PHMC will be referred to individually as a "Party" and together as the "Parties" herein.

WHEREAS, Subsidiary is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") that is exempt from federal income tax pursuant to Section 501(a) of the Code whose mission is to provide programs that help families in raising safe, healthy, educated, and strong children by partnering with caregivers to develop and strengthen protective qualities and by offering them the tools, skills, and resources needed to ensure their children's optimal development, and is an Subsidiary of PHMC; and

WHEREAS, PHMC is an organization described in Section 501(c)(3) of the Code that is exempt from federal income tax pursuant to Section 501(a) of the Code whose mission is to, among other things, provide assistance for health care activities, public health services, and other related activities, and is the sole member of Subsidiary; and

WHEREAS, Subsidiary has requested that PHMC provide and PHMC has agreed to provide management, information technology, computer usage, and training services to Subsidiary.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, covenant and agree as follows:

1. LIMITATION OF DUTY

Subsidiary hereby engages PHMC and PHMC agrees to provide the Services (as defined in Section 3(a)) on behalf of, and for the account of, Subsidiary in accordance with the terms of this Agreement. Subsidiary hereby acknowledges and agrees that the activities of PHMC pursuant to this Agreement are not intended and shall not be construed to relieve Subsidiary's directors, officers, and employees of their fiduciary duties, if any, to Subsidiary pursuant to the Pennsylvania Nonprofit Corporation Act of 1988, any other federal or state law or regulation, or any obligations and/or duties that they owe to Subsidiary pursuant to Subsidiary's policies and procedures and/or any agreement with Subsidiary.

2. TERM AND TERMINATION

- (a) Term. The term of this Agreement shall be one (1) year, commencing on **July 1st, 2016** (the "Initial Term") and shall automatically extend at the end of the Initial Term for one (1) or more one (1) year periods (each a "Renewal Term").
- (b) Termination. This Agreement shall terminate immediately upon the earlier of (i) the date that PHMC ceases to be the sole member of Subsidiary or (ii) upon Subsidiary's receipt of written notice from PHMC that PHMC has determined, in its sole discretion, that Subsidiary has failed or is unable to pay the Fees (as defined in Section 5(a)).

- (c) Mutual Right to Terminate for Cause. Either Party may terminate this Agreement immediately by providing written notice to the other Party if the terminating Party determines, in its sole discretion, that the non-terminating Party materially breached any provision of this Agreement, made decisions that negatively reflect on the terminating Party's charitable mission or jeopardize the terminating Party's 501(c)(3) tax-exempt status, or is not in compliance with the highest standards of business ethics and applicable legal requirements.
- (d) Liability for Accrued Fees and Expenses. In the event of termination, Subsidiary shall be obligated to pay PHMC for all Services performed and the expenses and non-cancellable obligations incurred on behalf of Subsidiary pursuant to this Agreement prior to the effective date of termination.

3. SERVICES

- (a) Basic, Additional Services. PHMC shall provide the services described on the "Description of Basic Services" attached as Exhibit A hereto (the "Basic Services"). The Parties shall review and update the Description of Basic Services in writing as needed, and, at a minimum, annually before any Renewal Term. PHMC shall further provide additional services described on the "Description of Additional Services" attached as Exhibit B hereto (the "Additional Services," and together with the Basic Services, the "Services"), . Each Description of Services is hereby incorporated into and governed by the terms of this Agreement.
- (b) Unforeseen Expenses. PHMC may incur additional costs for Subsidiary for unforeseeable circumstances affecting staffing, deliverables, and target completion dates ("Unforeseen Expenses"). These matters may require an increased amount of time to resolve and PHMC's hiring of third-party consultants. PHMC shall notify Subsidiary in advance when this situation occurs and will use best efforts to minimize any Unforeseen Expenses. Subsidiary shall reimburse PHMC for all Unforeseen Expenses following receipt of an invoice in accordance with Section 5(b).

4. PHMC'S AUTHORITY

- (a) Operation of Bank Accounts. PHMC shall be authorized to operate Subsidiary's bank accounts in accordance with such principles, as Subsidiary's board of directors shall approve from time to time.
- (b) Collection of Payments from Third Parties. PHMC shall be authorized to collect all amounts due from third parties to Subsidiary on Subsidiary's behalf and shall be responsible for establishing efficient procedures for collecting any overdue amounts.
- (c) Payments to Third Parties. PHMC shall arrange for Subsidiary to settle its debts and accounts payable to third parties as such fall due, while pursuing a satisfactory solution to any dispute in relation thereto on Subsidiary's behalf.
- (d) Limitations on PHMC's Authority.
 - 1. In addition to any other limitations on PHMC's authority set forth in this Agreement, PHMC shall not, without Subsidiary's prior written approval, take any of the following actions with respect to Subsidiary:
 - i. exercise any authority or control over or fiduciary and/or compliance responsibility with respect to any Subsidiary employee defined benefit plan or Subsidiary employee defined contribution plan (collectively, the "Retirement Plans");

- ii. exercise any authority or control over Subsidiary's line(s) of credit (the "Line of Credit");
 - iii. exercise any authority or control over Subsidiary's endowment, quasi-endowment, or board-designated funds; and/or
 - iv. exercise any authority or control over Subsidiary's interest as beneficiary of any charitable remainder trust, charitable lead trust, or any other trust.
2. Except as otherwise expressly provided by the terms hereof, Subsidiary shall be required to take the following actions:
- i. Subsidiary will be solely responsible for the preparation and filing of all compliance documents with respect to the Retirement Plans;
 - ii. Subsidiary will be solely responsible for maintaining compliance with all covenants and terms of the Line of Credit;
 - iii. Subsidiary will establish and maintain its signatories on all bank accounts to be able to transfer funds online and pay bills as needed.

5. CONSIDERATION

- (a) Fees. In consideration of the Basic Services to be provided by PHMC under this Agreement, Subsidiary will pay PHMC, in monthly installments, a management fee of \$690,886 (the "Management Fee"). In addition, Subsidiary will be required to pay a variable fee based on a monthly computer usage fee for each Subsidiary employee ("Information Technology Support Fee") and a monthly training fee for each Subsidiary employee ("Training Fee," and collectively with the Information Technology Support Fee, the "Additional Services Fees," the "Unforeseen Expenses" and, together with the Management Fee, the "Fees"). (See Exhibit D – Budget Summary for additional details)
- (b) Invoices. PHMC shall provide Subsidiary with written monthly invoices of the Advanced Funds (as defined in Section 6), the Fees, and any expenses incurred in connection with the performance of the Services, which shall include, but not be limited to, any Unforeseen Expenses ("Expenses"). Invoices shall be paid by Subsidiary within thirty (30) days after their receipt; provided, however, that any invoice amounts pertaining to payroll advances shall be paid within three (3) business days of Subsidiary's receipt of invoice. In the event that legal action is required to collect any Fees or Expenses, Subsidiary agrees to pay all attorneys' fees and court costs incurred by PHMC in connection with such legal action.

6. ADVANCE FUNDING OF OPERATING EXPENSES AND COSTS

- (a) Advanced Funds, Note. PHMC may at times, notwithstanding any other provision contained herein, fund in advance a variety of Subsidiary's on-going operating expenses and costs. Such advance funding will be made at PHMC's discretion and will be limited to payments for approved eligible programs and operating expenses as determined by various governmental and contract budgets and payment arrangements (the "Advanced Funds"). This facility is further limited by PHMC's ability to borrow or otherwise fund an advance to Subsidiary. Any Advanced Funds, and any interest earned thereon, shall be memorialized and evidenced by and repaid in accordance with a Revolving Secured Demand Note, the form of which is attached hereto as Exhibit C, which shall be executed by Subsidiary upon its execution of this Agreement (the "Note"). The monthly invoice submitted to Subsidiary pursuant to Section 5(b) will detail the Advanced Funds and the purpose and nature of such advances. PHMC will directly apply as payments or pay downs towards such Advanced Funds all governmental and other funds received on behalf of Subsidiary.

As provided for in the Note, PHMC will charge Subsidiary a finance charge equal to the current interest rate charged to PHMC under PHMC's line of credit arrangement plus one percent (1%) per annum (the "Interest Rate"). If Subsidiary does not pay the principle or interest on the Note when due (an "Event of Default"), interest will accrue on the outstanding principal amount and the interest accrued thereunder following the occurrence of an Event of Default until Subsidiary's indebtedness to PHMC is paid in full, including the period following entry of any judgment, at an increased rate equal to one percent (1%) per month of the outstanding balance due, together with a reasonable attorneys' fee for collection.

- (b) Monthly Accounts Receivable Aging Report. For any month in which Advance Funds are outstanding, Subsidiary will provide PHMC with a monthly aging report no later than the twenty-fifth (25th) day of the following month.

7. REPRESENTATIONS AND WARRANTIES

- (a) Representations and Warranties of Subsidiary. Subsidiary represents and warrants that: (i) it has complied in all respects with all requirements of its grants and its funders, including any governmental funders, (ii) it has obtained and maintained in full force and effect all licenses, permits, and approvals required for the operating of its programs, (iii) it has conducted its programs and maintained its books and records in compliance with all applicable federal, state, and local laws, regulations, and ordinances, (iv) all required IRS Forms 990 and/or Forms 990-T, federal and state employment tax returns, Pennsylvania Charitable Organization Registration Statements (Forms BCO-10), Pennsylvania Nonprofit Corporation Annual Statements (Forms DSCB:15-5110), and other filings required by federal, state, or local laws and regulations or to maintain accreditation and/or compliance with any relevant accrediting or regulatory authority (collectively, the "Compliance Documents") have been prepared and filed in a timely manner with the appropriate federal, state, and/or private agencies as of the Effective Date, and (v) all financial statements and information delivered or provided by it to PHMC are true, correct, and complete, have been prepared in accordance with generally accepted accounting practices, and accurately present the results of Subsidiary's operations and financial position during the periods covered.
- (b) Representations and Warranties of PHMC. PHMC represents and warrants that all financial statements and information delivered or provided by PHMC will be true, correct, and complete, will be prepared in accordance with generally accepted accounting practices, and will accurately present the results of PHMC's operations and financial position during the periods covered.

8. COVENANTS OF SUBSIDIARY

Subsidiary covenants that (i) it will comply in all respects with all requirements of its grants and its funders, including any governmental funders, (ii) it will obtain and maintain in full force and effect all licenses, permits, and approvals required for the operating of its programs, (iii) it will conduct its programs and maintain its books and records in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and (iv) all financial statements and information delivered or provided by it to PHMC will be true, correct, and complete, will be prepared in accordance with generally accepted accounting practices, and will accurately present the results of Subsidiary's operations and financial position during the periods covered.

9. CONFIDENTIALITY AND NONDISCLOSURE

- (a) Covenant. Subsidiary, PHMC, and their respective officers, directors, employees, agents, representatives, and subcontractors shall hold in confidence this Agreement and the information contained in this Agreement, and the Parties hereby acknowledge and agree that all information obtained or disclosed under or related to this Agreement, not otherwise known to the public, is "Confidential and Proprietary Information" and is not to be disclosed to third persons without the prior written consent of each of the Parties except: (i) to the extent necessary to comply with any law, rule, or regulation, including the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of normal reporting or review procedure, to auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance, to an insurance agent; or (iv) as necessary to enforce rights and perform obligations under this Agreement.
- (b) Destruction. Return of Confidential and Proprietary Information. The Parties agree to destroy or return any and all Confidential and Proprietary Information, including all work product, to the other Party on request, or upon the expiration or termination of this Agreement, whichever occurs first.
- (c) Relief. A Party failing to hold such Confidential and Proprietary Information confidential, including providing or revealing the Confidential and Proprietary Information to any unauthorized person, in any way, whether written or oral, without the express written consent of the other Party, shall be liable to the injured Party for equitable relief and in damages, including reasonable attorneys' fees and incidental expenses resulting from any such improper use.

10. COMPLIANCE DOCUMENTS AND FILINGS

Subsidiary shall be responsible for the preparation and filing of all Compliance Documents, including, without limitation, any IRS Forms 990, the audit of Subsidiary's financial statements, all applicable payroll tax filings, all applicable state earned income tax and sales tax filings, all local earned income tax reports and local services tax reports, and all W-2 and W-3 requirements, as well as state filing requirements. Subsidiary shall name PHMC as payroll agent in order to permit PHMC to assist with the Compliance Documents.

11. INSURANCE

Subsidiary, at its own cost and expense, shall maintain general commercial liability insurance and such other insurance as is usual, customary, and applicable to the performance of its obligations under this Agreement. Such other insurance shall include, without limitation, vehicle insurance, errors and omissions insurance, and directors and officers liability insurance. Subsidiary shall name PHMC as an additional insured on all of its insurance policies and cause the policies to provide that they may not be canceled or terminated without at least ten (10) days advance written notice of cancellation or termination to PHMC. Upon request, Subsidiary shall provide PHMC with evidence of such insurance.

12. LIMITATION OF LIABILITY; INDEMNIFICATION

PHMC shall not be liable to Subsidiary, or to anyone who may claim any right due to its relationship with Subsidiary (including Subsidiary's directors, officers, agents, clients, and employees), for any acts or omissions on the part of PHMC or its directors, officers, employees, representatives, and agents in the performance of the Services, except when the acts or omissions are due to PHMC's willful misconduct or gross negligence.

Subsidiary shall defend, indemnify, and hold harmless PHMC and its officers, directors, employees, agents, representatives, and subcontractors from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses, and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Subsidiary's businesses and activities, including, without limitation, any aspects of Subsidiary's programs, except to the extent actually caused by PHMC's willful misconduct or gross negligence.

13. INDEPENDENT CONTRACTOR

In performing the Services, PHMC will be acting as an independent contractor. Subsidiary and PHMC agree that neither PHMC nor any of its employees are the employees of Subsidiary. Subsidiary and PHMC further agree that Subsidiary employees are and will remain employees of Subsidiary and are not and will not be employees of PHMC even though PHMC may have control over them. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Subsidiary and PHMC, or to authorize either Subsidiary or PHMC to act as a general or special agent of the other in any respect, except as specifically set forth in this Agreement; provided, however, that PHMC shall act as payroll agent for Subsidiary, for federal, state, and local tax purposes.

PHMC acknowledges and agrees that Subsidiary will not provide fringe benefits, paid vacation, or any other employee benefit for the benefit of PHMC or its agents, subcontractors, and employees. PHMC further acknowledges and agrees that Subsidiary will not withhold federal, state, or local taxes from payments to PHMC.

14. STANDARDS OF CONDUCT

Each Party agrees it will not engage in any activity that (i) negatively reflects on the other Party's charitable mission, which shall include, without limitation, any activity that prevents or prohibits any individual from utilizing the other Party or any of its services, (ii) jeopardizes the other Party's 501(c)(3) tax-exempt status, or (iii) does not comply with the highest standards of business ethics and applicable legal requirements, including, without limitation, any activity that is deemed to be illegal. In the event that PHMC has determined, in its sole discretion, that (i) Subsidiary has engaged in any activity that negatively reflects on PHMC's charitable mission, jeopardizes PHMC's 501(c)(3) tax-exempt status, or is not in compliance with the highest standards of business ethics and applicable legal requirements or (ii) Subsidiary's performance of any term or condition of this Agreement is deemed illegal, PHMC may terminate this Agreement immediately pursuant to Section 2(c). Notwithstanding any other provision in this Agreement, PHMC does not in any manner guarantee any aspect of the conduct or performance of Subsidiary's programs, and Subsidiary hereby acknowledges and agrees that PHMC is not responsible for the success or failure of all or any portion of Subsidiary's programs.

15. COMPLIANCE WITH ALL LAWS, REGULATIONS, AND STANDARDS

Each Party shall comply with all future and present federal, state, and local statutes, rules, and regulations, and shall procure and maintain any required governmental license or permits, applicable to the performance of its obligations under this Agreement.

16. NON-EXCLUSIVITY

Subsidiary understands and acknowledges that PHMC's charitable activities include management of and assistance to health care providers and may include the provision of services similar to the Services to other organizations like Subsidiary, with similar programs and projects. Subsidiary agrees that such activities and functions of PHMC shall not constitute a violation of this Agreement or any obligations of PHMC to Subsidiary.

17. MISCELLANEOUS

- (a) **Entire Agreement.** This Agreement and its Exhibits attached hereto constitute the sole agreement between the Parties with respect to the subject matter hereof and can only be changed by an instrument signed by an authorized representative of each Party. A waiver by any Party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof.
- (b) **Authority.** Each Party represents and warrants that it has the full and unencumbered right to enter into this Agreement and to perform its obligations hereunder.
- (c) **Trademark.** Subsidiary grants to PHMC a non-exclusive, nontransferable, and non-sublicensable right to use Subsidiary's trade and service marks Subsidiary in connection with the provision of the Services.
- (d) **Headings.** Section headings are for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.
- (e) **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- (f) **Survival.** The provisions of Sections 9, 10, 12, and 17 shall survive the termination of this Agreement.
- (g) **Remedies.** With respect to this Agreement, each Party shall have and may exercise all remedies available to it under applicable law, with no remedy being exclusive and all remedies being cumulative.
- (h) **Notices.** Any notice herein required or permitted to be given by any Party shall be deemed sufficiently given when sent by e-mail, facsimile with a printed confirmation generated by the sending fax machine, personal delivery, or by a nationally recognized overnight delivery service. Notices shall be deemed to have been given if and when sent via e-mail and facsimile or personally delivered, or one (1) business day after delivery by a nationally recognized overnight delivery service, to the following addresses (or to such other address as a Party may hereafter designate for itself by notice to the other Party):

If to Subsidiary:

Turning Points for Children
415 S 15th St,
Philadelphia, PA 19146
Attn: Michael Vogel

If to PHMC:

Public Health Management Corporation
Centre Square East
1500 Market Street, Suite 1500
Philadelphia, PA 19102
Fax: 215.985.2550
Attn: Richard J. Cohen

- (i) Assignment. Neither Party may assign or otherwise transfer this Agreement; provided, however, that PHMC may, in its sole discretion and upon notice to Subsidiary, assign its rights and obligations under this Agreement to a subsidiary or Subsidiary organization of PHMC.
- (j) Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to principles of conflicts of law.
- (k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute one and the same instrument.

(Remainder of page intentionally left blank, signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Management Agreement to be executed as of the date first above written.

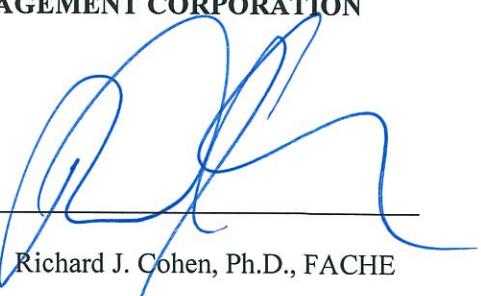
TURNING POINTS FOR CHILDREN

By: 

Name: Michael Vogel

Title: C.E.O.

**PUBLIC HEALTH
MANAGEMENT CORPORATION**

By: 

Name: Richard J. Cohen, Ph.D., FACHE

Title: President & C.E.O.

- Exhibit A:** Description of Basic Services
Exhibit B: Description of Additional Services
Exhibit C: Revolving Secured Demand Note
Exhibit D: Budget Summary

		Public Health Management Corporation Turning Points for Children Management Contract - Statement of Work - FY17
EXHIBIT A - BASIC SERVICES		
Executive Management	A	Provide overall strategic leadership, direction and alignment between Turning Points for Children and PHMC
Fixed Management Fee	1	Provide strategic support to Turning Points for Children
	2	Provide support related to Board development and training
	3	Provide support to ensure adherence to Bylaws as written
	4	Support the on-going integration of Turning Points for Children as an affiliate of PHMC
	5	Provide legal perspective/direction on strategic matters
	B	Maximize opportunities for funding and business development opportunities
	1	Assistance with Mergers and Affiliation Strategies and Execution
	2	Maximize opportunities for staff promotion and development
	3	Relationship development and management
	4	Provide support with executive transition, recruitment and management
	C	Provide executive level support to Turning Points for Children
	1	Ensure quality, timely provision of customer service to affiliate
	2	Assistance with staff supervision as needed
	3	Support Board development
	4	Support to Senior level management
Fiscal Management		
Fixed Management Fee	A	Payroll
	1	Payroll Software ongoing service (updates/maintenance/etc.)
	2	Complete yearly W-2's
	3	Complete yearly 1099 filings
	4	Process payroll to include processing labor distributions, deductions, tax reporting and other related services
	B	General Accounting / Reporting
	1	Provide day to day co-supervision of affiliate fiscal staff.
	2	Provide borrowing capacity, financial and capital strategy support
	C	Budgeting
	1	Provide fiscal management time to supervise fiscal staff efforts and to assist affiliate in developing corporate strategies and direction concerning budget development, negotiations, and budget allocations
	D	Contract processing
	1	Provide quality control oversight and best practice training as needed.
	2	Provide technical support for the processing and recording of contract information in the NAV Award Vision module.
	E	Purchasing
	1	Provide centralized purchasing services
	2	Administration and/or review of insurance coverage and limits of liability
	3	Coordinate general banking relationships
Human Resources		
Fixed Management Fee	A	Hiring
	1	Provide credentialing, background screenings
	B	Timekeeping
	1	Provide automated timekeeping
	2	Provide leave of absence administration including FMLA
	C	Hiring
	1	Work with affiliate senior staff to develop job descriptions
	2	Provide Job posting administration
	3	Provide new hire orientation facilitation
	D	Compensation / Benefits
	1	Provide compensation administration
	2	Provide performance management
	3	Provide benefit analysis
	4	Provide administration of (PHMC or Affiliate's) employee benefits, including enrollment and COBRA
	E	General Human Resource Services
		<i>Provide overall HR strategic support</i>
	1	Provide unemployment compensation administration, including hearing prep and appearances
	2	Provide complex staff transition management

		3	Provide general HR strategy support
		4	Provide employee safety and risk administration
		5	Provide assessment and implementation of (PHMC or Affiliate's) Human Resources Personnel Policies
		6	Provide employee relations and engagement
		7	Audit preparation
		8	Provide HR training and education
		9	Provide exit interviews
		10	Provide provision of HR liaison services with affiliate
		11	Provide oversight of employment practices, such as claims of discrimination, etc.
Program Operations			
Fixed Management Fee	A	Promote Program Collaboration	
	1	Assist in new program development focused on cross-program/affiliate projects	
	2	Support cultivation of relationships across affiliates in order to expand potential funding resources	
	3	Research potential new program partners	
	4	Set up meetings with potential program partners and affiliates	
	B	Fundraising	
	1	Research potential grant opportunities	
	2	Meet with affiliate to discuss and strategize potential grant opportunities	
	3	Provide project management services for grant writing	
	4	Work to develop and maintain relationships with funders and PHMC management	
Marketing and Communications			
Fixed Management Fee	A	Alignment Activities	
	1	High-level strategic communications planning, i.e. how affiliate fits into PHMC's story	
	2	Co-branding strategy, logo and brand guide creation upon initial Affiliation	
	3	General consultation on communications/marketing plan and approach	
	B	General Communications Activities	
	1	Integration of affiliate news into PHMC channels - PHMC.org, Matrix, Intranet, Public Health Directions, Annual Report, PR, Social Media, Annual Meeting/other events, etc.	
	2	Website stabilization: management and maintenance (not including upgrade/migration/new versions)	
	3	Media relations - high-level media relations as part of PHMC family; reactive media relations and crisis communications. Coordination of all PR activities with PHMC.	
Information Systems			
Fixed Management Fee	1	Datacenter Server and Services Management and Integration	
Plus Monthly Fee per Actual FTE	2	Managed Backup Services - configuration, monitoring, maintenance and storage (in PHMC datacenter only)	
	3	Managed Email Filtering - Mail host email filtering services, maintenance and monitoring (In PHMC Datacenter only)	
	4	VoIP Phone System Integration (enterprise cloud hosted PBX)	
	5	Encrypted Email Services - configuration, monitoring, HIPAA Rule maintenance (in PHMC Datacenter only)	
	6	Electronic Faxing (enterprise fax to email solution)	
	7	Security Audit/Analysis and Technical Risk Assessments	
	8	Server Infrastructure Monitoring and Support (in PHMC Datacenter only)	
	9	Switching and Routing Support (all WAN sites)	
	10	Operating System Updates and selected third party updates (domain policy WSUS)	
	11	Managed Antivirus - Application and Support (domain policy)	
	12	Hardware &Software Procurement	
	13	Mobile Device Technologies (MDM software and policy enforcement)	
	14	Internet Service Provider consolidation and management (provisioning to billing lifecycle support)	
	15	MFD Consolidation (enterprise printing policy, secured printing)	
	16	Application Selection and Approval	
	17	Technical Project Management	
	18	Technical Vendor Management (provisioning to billing centralization)	
	19	Provide IT perspective / direction on application, technical and integration projects	
Quality Management			
Fixed Management Fee	A	Regulatory Oversight	
	1	Develop, update, and maintain ongoing audit monitoring tools for each funder/regulatory agency.	
	2	Complete pre-audit inspection and provide a priority focus list for successful audit. It is the expectation that external audit findings and responses will be sent to TQM.	

	3	Complete continuous survey readiness on an ongoing basis using the above tools, providing feedback to program.
	4	Provide monitoring audit findings to program and obtain corrective action of internal audits.
	5	Train program staff on audit tools, process, and expectations
	6	Provide support and guidance in policy development in relation to regulatory compliance
	B	Risk Management / Incident Reporting
	1	Provide annual risk assessment and monitor the corrective action plans
	2	Train staff on the incident reporting model used at PHMC
	3	Monitor incidents
	4	Track incidents reported within 24 hours and report back to the program.
	5	Report incident trends, participant grievances, and root cause analysis to the Risk Management Committee and programs
	6	Conduct focused reviews on trends noted.
	7	Conduct Root Cause Analysis (RCAs) or investigation on egregious events.
		***If RCA or investigation is completed by program staff (not by TQM), then the program will send the results and follow-up information to TQM for monitoring
	8	Monitor participant grievances and oversee the resulting corrective action plans.
	C	Compliance Audits (3rd Party Billing)
	1	Develop, in partnership with program compliance indicators, ensuring compliance between documentation and billing.
	2	Conduct focused review based on findings or concerns
	3	Conduct quarterly compliance audits and report findings to the program and Managing Director.
	4	Perform pre-survey compliance audits in advance of regulatory agency audits
	5	Report results of compliance audits to PHMC leadership and Program Directors
Real Estate & Facilities		
Fixed Management Fee	1	Real Estate Strategic Planning
	2	Real Estate Consulting: Manage Acquisitions/Dispositions, Renovations & Capital Maintenance Initiatives
	3	Lease Administration: Manage renewals, options, landlord communications
	4	Security Services Consulting: Manage Installation of new security systems, review & approve service contracts
	5	Issue Staff ID's & Badge Access Cards
	6	Facility Maintenance Consulting
Government Relations		
Fixed Management Fee		
Training		
Monthly Fee per Actual FTE	1	Provide integration of current training materials into PHMC U system
	2	Create and new / additional program specific training modules for PHMC U, as mandated by funders
	3	Assist in the design of learning plans for staff
	4	Update funder mandated trainings as necessary, in collaboration with TQM / Affiliate
	5	Implement designed learning plans, per direction from Affiliate, to PHMC U
	6	Registration assistance on PHMC U for program specific live-trainings
	7	Assist in professional development trainings that relate to supervision and / or PHMC-specific values, processes, strategies
	8	Generation of training reports via PHMC U as needed
	9	Support of funder mandated audits
	10	Training of PHMC U admin(s)
		EXHIBIT B - ADDITIONAL SERVICES
		If following services are required, PHMC will assist with securing the services for an additional fee
Fiscal Management		
Additional Service Fee	A	General Ledger
	1	General ledger software implementation / setup / training / transition
	2	General ledger software ongoing service (updates/maintenance/etc.)
	B	Payroll
	1	Payroll Software implementation /setup / training / transition
	C	Contract processing
	1	Provide multilevel contract review and administration to include signature bucking, mailing, and contract tracking.
	D	General Accounting / Reporting
	1	Prepare statements of financial position at corporate and fund levels
	2	Prepare statements of activities at corporate and fund levels
	3	Assess to existing accounting controls and processes in order to maximize efficiencies

	4	Complete bank reconciliations
	5	Process accounts payable
	6	Project cash flow needs, <i>borrowing</i> , monitor accounts receivable and schedule cash disbursements.
	7	Produce expense reports and / or billings in order to fulfill funder requirements
	8	Prepare and track fixed assets inventory and schedules.
	E	Budgeting
	1	Generate budgets for current and proposed programs
	F	Contract processing
	1	Provide technical support for the processing and recording of contract information in the NAV Award Vision module.
	G	Audit / 990 / BCO
	1	Coordinate annual audit, prepare requested audit schedules, and prepare all audit financial statements
	2	Prepare requested schedules for auditor's preparation of annual IRS Form 990
	3	Prepare requested schedules for auditor's preparation of annual BCO reporting
Human Resources		
Additional Service Fee	A	Hiring
	1	Provide recruitment and staffing
Program Operations		
Additional Service Fee	A	Fundraising
	1	Assist in creation and implementation of development plan
	2	Provide periodic progress reports to affiliate staff members as needed
	3	Support the development of a strategic funding plan
Marketing and Communications		
Additional Service Fee	A	Alignment Activities
	1	Announcement communications - strategy, materials development, internal/external communications, events, media relations
	B	Ongoing Marketing Communications
	1	Media relations - proactive PR outreach to support affiliate's specific needs, often programmatic or event based. Coordination of all PR activities with PHMC.
	2	Marketing/communications plan development
	3	Website development
	4	Graphic design - web and print
	5	Copypediting
	6	Strategic communications planning and/or marketing plan development
	7	Event planning and management
	8	Ad development
	9	Signage design and coordination
	10	Social media
Information Systems		
Additional Service Fee	1	Programming - Application Development and Change Management
	2	Software design, Systems analysis TO Data exchange/interfacing, Data Analysis
	3	Medical Billing (commercial and public payers)
	4	Support for applications outside of PHMC competency (CIO approval required)
Quality Management		
Additional Service Fee	A	Continuous Quality Improvement (CQI)
	1	Develop, in partnership with program quality indicators; dashboard
	2a	Implement CQI team and develop agenda
	2b	Train team on CQI process and rapid cycle improvement
	2c	Implement rapid cycle improvement process and provide ongoing support
	3	Annual evaluation/revision of CQI process/indicators
Real Estate & Facilities		
Additional Service Fee	1	Facility Maintenance Services
	2	Project Management: Programming, design, construction, furnishings, close out
	3	Provide Conference Center Services

<u>Training</u>	
<u>Additional Service Fee</u>	<ol style="list-style-type: none"> 1 Coordination of program specific live-training with outside vendor 2 Support discussions on professional development needs that do not reflect principles shared centrally 3 Assisting with PHMC U needs outside of admin capability
<u>Center for Data, Innovation/Research & Evaluation</u>	
<u>Additional Service Fee</u>	<ol style="list-style-type: none"> 1 Assist with developing and measuring key program outcomes to improve service delivery and demonstrate program impact 2 Use PHMC's Community Health Data Base to identify unmet need and to provide a description of the populations or neighborhoods where your program resides to help to enhance program reach; 3 Assist with analyzing existing data, including quantitative and qualitative data already gathered by your programs 4 Assist with developing data collection instruments and with collecting information in the most cost effective way 5 Conduct independent focus groups with clients, consumers, and key stakeholders 6 Create interactive on-line maps for external users, including clients and funders 7 Create maps for use by program staff, helping to build understanding of the communities and populations being served and gaps in services 8 Develop program logic models to inform program activities and enhance program performance 9 Work in partnership to identify new funding opportunities and pursue grants and contracts 10 Design and/or implement surveys using on-line tools (e.g., survey monkey), phone surveys, computer-assisted surveys, paper/pencil surveys 11 Evaluate evidence-based practices, including implementation, adherence, impact 12 Assist with publishing findings in the peer-reviewed literature; prepare briefs or other data-driven reports 13 Conduct literature reviews synthesizing information needed for grant proposals or to inform program design
<u>Legal Consultation</u>	
<u>Additional Service Fee</u>	<ol style="list-style-type: none"> 1 Negotiate, write and execute agreements and contracts. 2 Provide legal support for real estate negotiation and review. 3 Assist with legal review, negotiation and drafting of loan documentation. 4 Support general legal needs in-house and with external legal counsel. 5 Act as a liaison with landlords on an as-needed basis. 6 Explain legal language. 7 Research unique legal issues impacting organization by identifying applicable statutes, codes, judicial decisions. 8 Perform pre-litigation work to minimize risks and maximize legal rights. 9 Advise on contract status, legal risks and business terms of various deals. 10 Offer counsel on a variety of legal issues.

July 1st, 2016

Exhibit C - Revolving Secured Demand Note

Borrower: TURNING POINTS FOR CHILDREN

Lender: Public Health Management Corporation

Principal Amount: To be determined by PHMC.	Due Date: ON DEMAND
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1. FOR VALUE RECEIVED, Borrower, intending to be legally bound, promises to pay Lender the principal sum of all amounts advanced to Borrower pursuant to Section 6 of that certain Management Agreement by and between Borrower and Lender dated July 1st, 2016 (the "Management Agreement"), together with interest thereon, if applicable, as further described in Sections 2 and 3 of this revolving secured demand note (this "Note").
2. This Note shall be repaid ON DEMAND; provided, however, that this Note shall be repaid in full for any payroll and benefits advances within three (3) days of the termination of the Management Agreement and within thirty (30) days of the termination of the Management Agreement for all other advances. Interest shall accrue on the outstanding principal amount of this Note at a rate equal to the current interest rate charged to Lender under Lender's line of credit arrangement plus one percent (1%) per annum ("Interest Rate"). Lender will directly apply as payments hereunder all governmental and other funds received on behalf of Borrower that were advanced to Borrower pursuant to Section 6 of the Management Agreement. Payments hereunder shall be applied first to interest and the balance thereof to principal.
3. An event of default shall occur under this Note if any payment of principal or interest shall not be paid when due ("Event of Default"). Interest will accrue on the outstanding principal amount and the accrued interest hereunder following the occurrence of an Event of Default, until Borrower's indebtedness to Lender is paid in full, including the period following entry of any judgment, at an increased rate equal to the sum of one percent (1%) per month of any outstanding balance due (the "Default Rate"), together with a reasonable attorneys' fee for collection; and payment of the same may be enforced and recovered by the entry of judgment on this Note and the issuance of execution thereon. In case an Event of Default shall occur and be continuing, Lender may declare the entire unpaid principal sum of this Note to be due and payable immediately, and upon any such declaration such principal sum shall become and be immediately due and payable without further action. Time is of the essence of this Note.
4. All amounts owed pursuant to this Note and Section 6 of the Management Agreement shall be detailed on the monthly invoice delivered by Lender to Borrower pursuant to Section 5(b) of the Management Agreement.

5. For purposes of this Note, "Collateral Security" means any and all goods, chattels, inventory, equipment, securities, deposits, accounts receivable, notes, documents, instruments, money, safe deposit box contents, and other property of Borrower of whatever kind or nature as security for the principal borrowed and any interest earned thereon pursuant to this Note. Borrower hereby pledges the Collateral Security as security for the payment of this Note and agrees that, in the event of a failure to pay this Note as provided for in Section 2 hereof, Lender may set off any of the Collateral Security against any amount due hereunder or apply any other Collateral Security or other proceeds of the Collateral Security to any amount due hereunder. Lender shall have the right to make any filings and take any actions to perfect its security interest in the Collateral Security. Notwithstanding the foregoing, this Note shall be subordinate to any Lender approved lines of credit issued to Borrower.

6. Payment of this Note shall be made by ACH wire, mailed or delivered to:

Public Health Management Corporation
Centre Square East
1500 Market Street, Suite 1500
Philadelphia, PA 19102
ATTN: Marino Puliti

7. All terms and conditions of this Note shall be interpreted under the laws of the Commonwealth of Pennsylvania.
8. If Lender retains the services of legal counsel to enforce or exercise any of its rights or remedies under this Note, then all reasonable fees and charges of legal counsel so retained shall be payable by Borrower to Lender on demand and shall bear interest at the interest rate set forth above.
9. Upon the occurrence of a default hereunder, Lender shall have the option to declare all sums due under this Note immediately due and payable, all without demand, notice, presentment, or protest or further action of any kind and Lender shall have, in addition, all other rights and remedies granted to it under applicable law and in equity.
10. The Borrower hereby waives presentment, demand, notice, protest, and all other demands and notices in connection with the delivery, acceptance, performance, or enforcement of this Note. Any failure of Lender to exercise any rights hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. All rights and remedies of Lender hereunder are cumulative and concurrent.

IN WITNESS WHEREOF, Borrower, intending to be legally bound hereby, has caused its duly authorized officers to execute this Revolving Secured Demand Note UNDER SEAL effective as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS.]

TURNING POINTS FOR CHILDREN

By: *Michael J*

Name: MICHAEL VOGEI

Title: CEO

ATTEST:

By: *Dawn Holden*

Name: *Dawn Holden*
Title: Secretary of TURNING POINTS FOR CHILDREN

PUBLIC HEALTH MANAGEMENT CORPORATION

5900

Management Contract Budget for : Turning Points for ChildrenFiscal Year: July 1, 2016 - June 30, 2017

Description	Details / Staff Name (Please Fill In - Specify Name and Title)	Time Allocated (select only one)		Total Cost Rate (Indiv. or Blended)	Cost
		FTE	# Hrs/Yr		
A. Executive Management				TOTAL	35,100
B. Fiscal Management					
Payroll software usage / updates @ \$240 per employee		318 staff		76,320	
General ledger usage / updates @ \$220 per employee		318 staff		69,960	
				63,385	
				TOTAL	209,665
C. Human Resources				TOTAL	191,373
D. Program Operations				TOTAL	43,388
E. Marketing & Communications				TOTAL	10,107
F. Information Systems					
CUA Support	see attached budget			124,477	
				TOTAL	124,477
G. Quality Management				TOTAL	70,395
H. Facilities				TOTAL	5,382
I. Government Relations				TOTAL	1,000
				TOTAL FIXED COSTS	690,886

Fee for Service Costs					Rate
Information Technology Support Fee	(\$1,350 Full / \$650 residential & PT Full / \$325 PT Res. / \$170 lab)			284 full / 15 PT full	393,150
Training		286		\$225	64,350
Interest expense	@ PHMC's LOC rate				
Facility Maintenance	Chargeback per usage			\$138	
Legal	Chargeback per usage			\$216	
				TOTAL	457,500

EXHIBIT “F”

PHILADELPHIA OFFICE

*One Penn Center
1617 John F. Kennedy Boulevard
Suite 1010
Philadelphia, PA 19103
(215) 564-6688 Fax: (215) 564-2526*

Mark G. Giannotti

Member PA Bar
(215) 832-4270

MGiannotti@moodklaw.com

February 20, 2020

VIA REGULAR, CERTIFIED AND ELECTRONIC MAIL

William L. Banton, Jr., Esquire
Marshall, Dennehey, Warner,
Coleman & Goggin
2000 Market Street, Suite 2300
Philadelphia, PA 19103
wlbanton@mdwcg.com

**RE: S.E., a minor, by Guardian Ad Litem Kristen L. Behrens, Esquire and
C.C., a minor by Guardian Ad Litem Suzanne N. Pritchard, Esquire v.
Public Health Management Corporation, et al.
Philadelphia County CCP #19-11-0738
Our File No.: 1977-107442**

NOTICE OF DEMAND FOR DEFENSE AND INDEMNIFICATION

Dear Mr. Banton:

As you know, our firm represents defendant, Public Health Management Corporation (PHMC) regarding a lawsuit filed on November 6, 2019 in the Philadelphia County Court of Common Pleas, by Guardians Ad Litem Kristen L. Behrens, Esq. and Suzanne N. Pritchard, Esq., on behalf of S.E. and C.C. respectively (hereinafter collectively as “Plaintiffs”).

Plaintiffs allege in their Complaint that “Turning Point Defendants” were retained by the Department of Human Services, Children and Youth Division on July 7, 2015, to provide case management services to Plaintiffs. Plaintiffs further allege that Defendants failed to properly do so and/or prematurely closed out case management services in February 2017, allowing for the ongoing physical, emotional, and sexual abuse of Plaintiffs.

While Plaintiffs’ broad allegations are such that it was the responsibility of all “Turning Point Defendants” to adequately provide case management services, PHMC’s duties here remain contractual and are clearly set forth in the July 1, 2015 Contractual Agreement Between Public Health Management Corporation And Turning Point For Children, none of which include providing case management services. (hereinafter “Agreement,” attached hereto as Exhibit “A”). In fact, none of Plaintiff’s overly broad and generalized allegations of negligence pertain to any of the services provided by PHMC pursuant to the Agreement.

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

February 20, 2020

Page 2

And while Plaintiffs filed a Motion for Leave to File An Amended Complaint on February 12, 2020, if granted, still does not contain any facts or claims involving services provided by PHMC. Assuming *arguendo*, there is any liability here, it remains with Turning Points for Children, Turning Points CUA 3, LLC and The Turning Points For Children Charitable Foundation (hereinafter collectively as “Turning Point”).

In addition to setting forth PHMC’s services, paragraph 10 of the Agreement provides for indemnification by Turning Point where, as here, the allegations arise out of Turning Point’s business activities. The Agreement provides that Turning Point shall:

“[D]efend, indemnify, and hold harmless, PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys’ fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point’s businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC’s negligence or intentional conduct.”
(See Agreement, ¶ 10)

As none of the allegations in Plaintiffs’ Complaint involve services provided by PHMC, there is no plausible scenario whereby it can be said that Plaintiffs’ injuries were caused by PHMC’s negligent or intentional conduct. As such, PHMC is entitled to a defense and indemnification from Turning Point in this matter and demands same pursuant to the Agreement.

I ask that you forward this correspondence along to your clients’ insurance carrier for immediate review. In the meantime, please provide me with the name of your insurance carrier for the subject loss period and a copy of the applicable policy and endorsements.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ *Mark G. Giannotti*
Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire

cc: Michelle Jackson (w/enclosures, via email)
Daniel Radich, Esquire (w/enclosures, via email)
Adam J. Fulginiti, Esquire (w/enclosures, via email)

EXHIBIT “G”

TO: ALL COUNSEL

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ENCLOSED NEW MATTER AND NEW MATTER CROSSCLAIMS WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

/s/ Mark G. Giannotti

ATTORNEY FOR DEFENDANT,
Public Health Management Corporation

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

**BY: DAWN COURTNEY DOHERTY, ESQUIRE
MARK G. GIANNOTTI, ESQUIRE
IDENTIFICATION NO. 49231/201676
ONE PENN CENTER
1617 JOHN F. KENNEDY BLVD., SUITE 1010
PHILADELPHIA, PA 19103
(215) 564-6688**

**ATTORNEYS FOR DEFENDANT,
Public Health Management Corporation**

Our File No.: 1977-107442

S.E., A MINOR, BY GUARDIAN AD LITEM
KRISTEN L. BEHRENS, ESQUIRE AND C.C., A
MINOR, BY GUARDIAN AD LITEM SUZANNE N.
PRITCHARD, ESQUIRE

v.

TURNING POINTS FOR CHILDREN
AND
TURNING POINTS CUA 3, LLC
AND
THE TURNING POINTS FOR CHILDREN
CHARITABLE FOUNDATION
AND
AND PUBLIC HEALTH MANAGEMENT
CORPORATION

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

NOVEMBER TERM, 2019
NO. 0738

JURY TRIAL DEMANDED
(12 JURORS)

**DEFENDANT PUBLIC HEALTH MANAGEMENT CORPORATION'S
ANSWER TO PLAINTIFFS' AMENDED COMPLAINT WITH NEW MATTER AND
NEW MATTER CROSSCLAIMS**

Defendant, Public Health Management Corporation (hereinafter "Answering Defendant"), by and through counsel, Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., respectfully submits the

following Answer to Plaintiffs' Amended Complaint with New Matter and New Matter Crossclaims and avers as follows:

1. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.
2. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.
3. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.
4. No response is required.
5. No response is required.
6. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.
7. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.
8. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.
9. Admitted in part, denied in part. It is admitted that Answering Defendant is incorporated as a non-profit 501(c)(3) corporation with its place of business at Centre Square East, 1500 Market Street, Suite 1500, Philadelphia, PA 19102. The remaining averments set forth herein

contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

10. Denied. The averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

11. Denied. The averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

12. Denied. The averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

13. Denied. The averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

14. Denied. It is specifically denied that Answering Defendant provided case management services and foster care services to children in Philadelphia County. Answering Defendant hereby also denies any allegations referencing Answering Defendant collectively inclusive as "Turning Point Defendants." The remaining averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

15. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

16. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

17. No response is required.

18. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

19. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

20. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

21. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

22. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

23. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

24. Denied. It is specifically denied that Answering Defendant was retained by DHS to provide case management services to Minor Plaintiffs.

25. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

26. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

27. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

28. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

29. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

30. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

31. Denied. It is specifically denied that Answering Defendant employed a caseworker assigned to minor Plaintiffs. Answering Defendant lacks sufficient knowledge or information to

form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

32. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

33. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to return to the care of their father, having not provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

34. Denied. It is specifically denied that Answering Defendant closed case management services, having never provided any. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

35. Denied. It is specifically denied that Answering Defendant closed case management services, having never provided any. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

36. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

37. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

38. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

39. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

40. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

41. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

42. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

43. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

44. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

45. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

46. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

47. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

48. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

49. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

50. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

51. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

52. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

53. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

54. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

55. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

56. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

57. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

58. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter.

Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

59. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

60. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

61. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided] case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

62. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

63. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

64. Denied. It is specifically denied that Answering Defendant allowed minor Plaintiffs to live with their father, having never provided case management services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

65. Denied. Answering Defendant never provided case management services in this matter and, as such, this averment is denied. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

66. Denied. Answering Defendant never provided case management services in this matter and, as such, this averment is denied. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

67. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

68. Denied. Answering Defendant never provided case management services in this matter and, as such, this averment is denied. Answering Defendant lacks sufficient knowledge or

information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

69. Denied. It is specifically denied that Answering Defendant was negligent. Furthermore, Answering Defendant never provided case management services in this matter. The remaining averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

70. Denied. It is specifically denied that Answering Defendant was negligent. Furthermore, Answering Defendant never provided case management services in this matter. The remaining averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

71. Denied. These averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

72. Denied. It is specifically denied that Answering Defendant was negligent. Furthermore, Answering Defendant never provided case management services in this matter. The remaining averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

73. Denied. It is specifically denied that Answering Defendant was negligent. Furthermore, Answering Defendant never provided case management services in this matter. The remaining averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

COUNT ONE

74. No response is required.

75. Denied. Plaintiffs' allegations of negligence and recklessness are specifically denied. Strict proof thereof is required. The remaining averments set forth in this paragraph, as well as subparagraphs (a)-(hh) are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

76. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

77. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

78. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

79. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

80. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or

because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

81. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

WHEREFORE, Answering Defendant respectfully requests judgment in favor and against Plaintiffs together with all costs.

COUNT TWO

82. No response is required.

83. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

84. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

WHEREFORE, Answering Defendant respectfully requests judgment in favor and against Plaintiffs together with all costs.

NEW MATTER

1. Plaintiffs' claims fails to state any cause of action against Answering Defendant upon which relief can be granted.

2. Answering Defendant owed no duty to Plaintiffs.
3. Plaintiffs' injuries, though specifically denied, were caused by the intentional acts of another, over whom Answering Defendant has no control or duty to control.
4. Plaintiffs' injuries, though specifically denied, were caused by the negligence of others, over whom Answering Defendant has no control or duty to control.
5. Plaintiffs may have failed to join an indispensable party.
6. Any acts or omissions to which Plaintiffs allege constitute negligence were not the proximate cause of their injuries.
7. Plaintiffs' claims are barred because of statutory and/or common law.
8. Plaintiffs' claims are barred by the Statute of Limitations and/or Laches.
9. Plaintiffs' claims are barred because of the doctrines of single controversy, merger and bar, res judicata and/or collateral estoppel.
10. Plaintiffs' claims are barred because of the doctrine of superseding and/or intervening cause.
11. Plaintiffs' claims are barred because of the doctrine of waiver and/or estoppel.
12. Plaintiffs' claims are barred because the Court lacks jurisdiction over the subject matter of this law suit.
13. Plaintiffs may have failed to mitigate damages and, as such, may be a complete and/or partial bar to their claims.

**NEW MATTER CROSSCLAIMS PURSUANT TO PA.R.C.P. 1031.1 AGAINST
CODEFENDANTS TURNING POINTS FOR CHILDREN AND TURNING POINTS CUA
3, LLC AND THE TURNING POINTS FOR CHILDREN CHARITABLE FOUNDATION**

14. Answering Defendant hereby incorporates, but does not admit, the allegations set forth in Plaintiffs' Amended Complaint as though same were fully set forth at length herein.

15. Answering Defendant asserts that if Plaintiffs are entitled to recover damages in this action, which is specifically denied, then said damages were caused solely and exclusively by the negligence and carelessness of codefendants Turning Points For Children, Turning Points CUA 3, LLC, and The Turning Points For Children Charitable Foundation (hereinafter collectively as "Codefendants"), their agents, servants and/or employees for whom they were directly responsible.

16. As a direct and proximate cause of the aforesaid negligence and carelessness of Codefendants, if the allegations in Plaintiffs' Amended Complaint are proven true, which are specifically denied, then Codefendants are alone liable to Plaintiffs for such injuries or damages, or are liable over to Answering Defendant by way of indemnification and/or contribution for such injuries and damages, any and all liability on the part of Answering Defendant being denied.

17. In the alternative, if the allegations in Plaintiffs' Amended Complaint are proven true, which are specifically denied, then Answering Defendant avers that Codefendants are jointly and severally liable and/or liable over to Answering Defendant for common law indemnification and contribution to the Plaintiffs' cause of action with the existence of any liability on the part of Answering Defendant being expressly denied.

WHEREFORE, Answering Defendant hereby demands that judgment be entered in its favor and against Codefendants, and that they be found solely liable to the Plaintiffs or, in the alternative, jointly and severally liable with Answering Defendant, and/or liable over to Answering Defendant for indemnification and/or contribution for all claims set forth in the Plaintiffs' Amended Complaint.

PUBLIC HEALTH MANAGEMENT CORPORATION v.
TURNING POINTS FOR CHILDREN
BREACH OF CONTRACT

18. The aforementioned allegations contained in each of the foregoing paragraphs are hereby incorporated as if set forth fully at length herein.

19. On July 15, 2015, Moving Defendant entered into a contractual agreement with Defendant, Turning Points For Children, to provide services outlined in Attachment "A" thereto. (See Contractual Agreement Between Public Health Management Corporation And Turning Points For Children, hereinafter "Agreement," attached hereto as Exhibit "A").

20. Paragraph 10 of the Agreement states that Defendant, Turning Points For Children, shall:

"[D]efend, indemnify, and hold harmless, [Moving Defendant] from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by [Moving Defendant] arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by [Moving Defendant's] negligence or intentional conduct."

See Exhibit "A", ¶ 10.

21. As none of the allegations in Plaintiffs' Amended Complaint involve services provided by Moving Defendant, there is no plausible scenario whereby it can be said that Plaintiffs' injuries were caused by Moving Defendant's negligent or intentional conduct. (See Exhibit "A")

22. As such, Moving Defendant is entitled to a defense and indemnification from Defendant, Turning Points For Children in this matter and demands same pursuant to the Agreement.

23. To date, Defendant, Turning Points For Children, has failed to abide by the terms and conditions of the Agreement and, therefore, remains in breach of it.

WHEREFORE, Answering Defendant demands that judgment be entered in favor and against Defendant, Turning Points For Children, for contractual indemnification, including the expenses, costs and attorneys' fees associated with the defense of this litigation, all damages recoverable pursuant to the terms of the Agreement, as well as damages in any breach of contract action.

Respectfully submitted,

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ *Mark G. Giannotti*
Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire
Attorneys for Defendant, Public Health
Management Corporation

EXHIBIT “A”

596VR

**CONTRACTUAL AGREEMENT BETWEEN
PUBLIC HEALTH MANAGEMENT CORPORATION
AND
Turning Points for Children**

THIS AGREEMENT, effective as of July 1, 2015 by and between Public Health Management Corporation (hereafter referred to as "PHMC"), a Pennsylvania non-profit corporation, and Turning Points for Children (hereafter referred to as "Turning Points"), a Pennsylvania non-profit corporation.

WITNESSETH:

Turning Points conducts certain programs and activities (collectively "the Programs") and is a wholly owned non-profit membership corporation with PHMC as its affiliate. PHMC is engaged in providing assistance for health care activities and programs, and the parties desire to enter into this Agreement for PHMC to provide technical and other assistance to Turning Points for the Programs, under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. **Services.** During the term of this Agreement, PHMC shall perform the services relating to the Programs described on Attachment "A" hereto ("the Services").

2. **Other Services.** The parties may, at any time and from time to time by a written agreement or instrument executed by both parties, provide for additional services to be performed by PHMC for or relating to Turning Points or to add to or expand the scope of the Services provided for in Attachment A – Work Statement for such additional consideration and under such other terms as the parties deem appropriate. Except as otherwise provided in the agreement or instrument signed by the parties, all such additional or expanded services shall be considered "Services" covered by and subject to all of the terms of this Agreement.

3. **Exclusion of Executive and Management Authority.** This Agreement and the activities of PHMC hereunder are not intended and shall not be construed to relieve the Board, officers or management of Turning Points of any authority, duties or responsibilities.

4. **Consideration**

In consideration of the performance of the Services from July 1, 2015 through June 30, 2016, Turning Points shall pay to PHMC a fee for service contract amount of \$659,601.

This amount is payable as follows:

- (i) For all Services and amounts, PHMC shall submit to Turning Points monthly statements stating the general nature of the Services performed, the hours expended and the amount due for the month to which the statement applies. The statements shall be consistent with the FY15 Management budget and in such form as PHMC may reasonably determine. Turning Points shall pay the amount of each statement in full within fourteen (14) days after the statement is given;

Advance Funding of Operating Expenses and Costs. Due to Turning Point's status as a wholly owned non-profit membership corporation with PHMC as the sole member, PHMC will at times fund in advance a variety of Turning Point's on-going operating expenses and costs. Such advance funding will be made at PHMC's discretion and is limited to payments for approved eligible program and operating expenses as determined by various governmental and contract budgets and payment arrangements. This facility is further limited by PHMC's ability to borrow or otherwise secure funds. PHMC will submit to Turning Points a monthly statement indicating amount of funds advanced and purpose and nature of such advances. Also, PHMC will directly apply as payments or pay downs towards such advances all governmental and other funds received on behalf of Turning Points. PHMC will charge Turning Points a finance charge consistent with PHMC's current borrowing arrangement under its Line of Credit and will credit Turning Points based upon current bank Earnings Credit Rate provided to PHMC.

5. Performance. PHMC shall use reasonable efforts to perform the Services, with a view to assisting ~~Turning Points in the proper and efficient conduct and operation of the Programs; provided that PHMC does not in any~~ manner guarantee or warrant any aspect of the conduct or course of or completion of any Programs. Turning Points acknowledges that PHMC is not responsible for the success or failure of all or any portion of Turning Point's business.

6. Warranties

A. Turning Points represents and warrants to PHMC that: (1) it has and will comply in all respects with all requirements of the grants and all other requirements of any other governmental agency with respect to the operation of the Programs funded or governed by an agency; (2) it has obtained and will maintain in full force and effect all licenses, permits, and approvals required for the operation of its businesses and the conduct of the Programs; (3) it has conducted and will conduct the Programs in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and (4) all financial statements and information delivered or provided by it to PHMC will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and the financial position of Turning Points during the periods covered.

B. PHMC represents and warrants to Turning Points that all financial statements and information delivered or provided by PHMC to Turning Points will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and financial position during the periods covered.

7. Insurance. Throughout the terms of this Agreement, Turning Points shall maintain in full force and effect general public liability and property insurance and other insurance, with reputable insurance companies and reasonable limits of liability and terms, consistent with prudent practices in the trade for activities in the nature of the Programs. Turning Points shall, upon PHMC's reasonable request, cause PHMC to be named a co-insured under such insurance policies and cause the policies to provide that they may not be canceled or terminated without at least ten (10) days advance written notice of cancellation or termination to PHMC.

8. Term. The term of this Agreement shall be from July 1, 2015 to June 30, 2016 provided the parties may extend this Agreement for such a period and under such terms as they deem appropriate by a written agreement or instrument executed by both parties..

9. Termination

A. Either party may terminate this Letter of Agreement, effective thirty working days after giving written notice of termination if the other party breaches any provision of this Letter of Agreement in any material respect and fails to rectify such breach within ten (10) days after written notice thereof. Termination of this Letter of Agreement by either party may also occur fourteen days (14) after receipt of written notice of termination. In the event of termination, Turning Points shall pay PHMC for services performed prior to the effective date of termination and non-cancelable obligations.

B. Upon termination of this Agreement for any reason, each party shall have and may exercise all remedies available to it under applicable law, with no remedy being exclusive and all remedies being cumulative.

10. Indemnification. Turning Points shall defend, indemnify, and hold harmless PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional misconduct.

11. Outside PHMC Activities. Turning Points acknowledges that PHMC's regular functions include management of and assistance to health care activities and can extend to management services for facilities similar to Turning Points and programs and projects similar to the Programs. Turning Points agrees that such activities and functions of PHMC shall not constitute a violation of this Agreement or any obligations of PHMC to Turning Points, so long as PHMC does not engage in any activities during the term of this Agreement which cause PHMC to have an interest in direct conflict with the proper conduct and completion of the Programs and the performance of the Services under this Agreement.

12. Applicable Law. Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement.

13. Further Assurances. Each party shall, upon the reasonable request of the other party, take such action and execute and deliver such documents as may reasonably be necessary or appropriate to effectuate the terms of this Agreement and the transactions and relationship contemplated hereby.

14. Assignments. Neither party shall assign or transfer all or any portion of this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or transfer to the contrary shall be null and void and of no effect.

15. Headings. The paragraph headings of this Agreement are for convenience of reference and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

16. Entire Agreement. This Agreement contains the entire understanding between the parties, no other covenants or representations having induced either party to execute this Agreement. This Agreement may not be amended or modified in any manner, except by a written agreement duly executed by the party to be charged.

17. Notices. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other address as party may, by notice, direct:

If to PHMC:

Richard J. Cohen, Ph.D., FACHE, President and CEO
Public Health Management Corporation
Centre Square East
1500 Market St.
Philadelphia, PA 19102

If to AGENCY NAME:

Michael Vogel, CEO
Turning Points for Children
415 S. 15th Street
Philadelphia, PA 19146

All notices shall be deemed as given when received, except that notice by first class mail shall be deemed as given on the second business day after the notice is mailed.

18. **Risk of Financial Change:** Should Turning Points have an extreme decrease of their financial condition during the Term, both parties hereto agree to renegotiate the terms contained herein.

IN WITNESS THEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

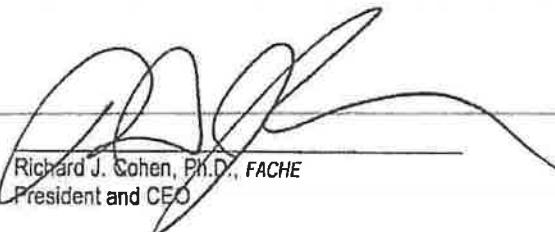
(SEAL)

PUBLIC HEALTH MANAGEMENT CORPORATION

Attest: _____

By:

Richard J. Cohen, Ph.D., FACHE
President and CEO



(SEAL)

TURNING POINTS FOR CHILDREN

Attest: _____

By:

Michael Vogel
CEO



		Public Health Management Corporation Statement of Work 2016 Affiliate Management Contracts (B=Basic, N=Negotiable)	
		TP	
Executive Management	A Provide overall strategic leadership, direction and alignment between Turning Points for Children and PHMC	B B B B B B B	
	1 Provide strategic support to affiliate	B	
	2 Provide support related to Board development and training	B	
	3 Provide support to ensure adherence to Bylaws as written	B	
	4 Support the on-going integration of Turning Points for Children as an affiliate of PHMC	B	
	5 Provide legal counsel via our in-house legal counsel	B	
	B Maximize opportunities for funding and business development opportunities	B	
	1 Assistance with Mergers and Affiliation Strategies and Execution	B	
	2 Maximize opportunities for staff promotion and development	B	
	3 Relationship development and management	B	
	4 Provide support with executive transition, recruitment and management	B	
	C Provide executive level support to Turning Points for Children	B	
	1 Ensure quality, timely provision of customer service to affiliate	B	
	2 Assistance with staff supervision as needed	B	
	3 Support Board development	B	
	4 Support to Senior level management	B	
Fiscal Management			
	A General Ledger		
	1 General ledger software implementation / setup / training	7/15	
	2 General ledger software ongoing service (updates/maintenance/etc.)	7/15	
	B Payroll		
	1 Payroll Software implementation /setup / training	N/A	
	2 Payroll Software ongoing service (updates/maintenance/etc.)	B	
	3 Complete yearly W-2's	B	
	4 Complete yearly 1099 filings	B	
	5 Process payroll to include processing labor distributions, deductions, tax reporting and other related services	B	
	C General Accounting / Reporting		
	1 Prepare statements of financial position at corporate and fund levels	N	
	2 Prepare statements of activities at corporate and fund levels	N	
	3 Assess to existing accounting controls and processes in order to maximize efficiencies	N	
	4 Complete bank reconciliations	N	
	5 Process accounts payable	N	
	6 Project cash flow needs, borrowing , monitor accounts receivable and schedule cash disbursements.	N	
	7 Produce expense reports and / or billings in order to fulfill funder requirements	N	
	8 Prepare and track fixed assets inventory and schedules.	N	
	9 Provide day to day co-supervision of affiliate fiscal staff.	N	
	10 Provide borrowing capacity, financial and capital strategy support	B	
	D Budgeting		
	1 Generate budgets for current and proposed programs	N	

		Provide fiscal management time to supervise fiscal staff efforts and to assist affiliate in developing corporate strategies and direction concerning budget	B
E	Contract processing	2 development, negotiations, and budget allocations	B
F	Audit / 990 / BCO	1 Provide multilevel contract review and administration to include signature buckling, mailing, and contract tracking.	N
G	Purchasing	1 Coordinate annual audit, prepare requested audit schedules, and prepare all audit financial statements 2 Prepare requested schedules for auditor's preparation of annual IRS Form 990 3 Prepare requested schedules for auditor's preparation of annual BCO reporting	N
		1 Provide centralized purchasing services 2 Administration and/or review of insurance coverage and limits of liability 3 Coordinate general banking relationships	B
Human Resources			
A	Timekeeping	1 Provide automated timekeeping 2 Provide leave of absence administration including FMLA	B
B	Hiring	1 Provide recruitment and staffing 2 Work with affiliate senior staff to develop job descriptions 3 Provide job posting administration 4 Provide new hire orientation facilitation 5 Provide credentialing, background screenings	N
C	Compensation / Benefits	1 Provide compensation administration 2 Provide performance management 3 Provide benefit analysis 4 Provide administration of (PHMC or Affiliate's) employee benefits, including enrollment and COBRA	B
D	General Human Resource Services	Provide overall HR strategic support 1 Provide unemployment compensation administration, including hearing prep and appearances 2 Provide complex staff transition management 3 Provide general HR strategy support 4 Provide employee safety and risk administration 5 Provide assessment and implementation of (PHMC or Affiliate's) Human Resources Personnel Policies 6 Provide employee relations and engagement 7 Audit preparation 8 Provide HR training and education 9 Provide exit interviews 10 Provide provision of HR liaison services with affiliate 11 Provide oversight of employment practices, such as claims of discrimination, etc.	B
	Program Development and Fundraising	A Promote Program Collaboration	B

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1 Assist in new program development focused on cross-program/affiliate projects	B			
2 Support cultivation of relationships across affiliates in order to expand potential funding resources	B			
3 Research potential new program partners	B			
4 Set up meetings with potential program partners and affiliates	B			
B Fundraising				
1 Research potential grant opportunities	B			
2 Meet with affiliate to discuss and strategize potential grant opportunities	B			
3 Provide project management services for grant writing	B			
4 Assist in creation and implementation of development plan	N			
5 Provide periodic progress reports to affiliate staff members as needed	N			
6 <i>Support the development of a strategic funding plan</i>	N			
7 <i>Work to develop and maintain relationships with funders and PHMC management</i>	B			
A Alignment Activities				
Marketing and Communications				
1 Announcement communications - strategy, materials development, internal/external communications, events, media relations	N/A			
2 High-level strategic communications planning, i.e. how affiliate fits into PHMC's story	B			
3 Co-branding strategy, logo and brand guide creation	N/A			
4 General consultation on communications/marketing plan and approach	B			
B General Communications Activities				
Integration of affiliate news into PHMC channels - PHMC.org, Matrix, Intranet, Public Health Directions, Annual Report, PR, Social Media, Annual B				
1 Meeting/other events, etc.				
2 Website stabilization: management and maintenance (not including upgrade/migration/new versions)	B			
Media relations - high-level media relations as part of PHMC family, reactive media relations and crisis communications. Coordination of all P.R. activities B				
3 with PHMC.				
C Ongoing Marketing Communications				
Media relations - proactive P.R. outreach to support affiliate's specific needs, often programmatic or event based. Coordination of all P.R. activities with N				
1 PHMC.				
2 Marketing/communications plan development				
3 Website development	N			
4 Graphic design - web and print	N			
5 Copyediting	N			
6 Strategic communications planning and/or marketing plan development	N			
7 Event planning and management	N			
8 Ad development	N			
9 Signage design and coordination	N			
10 Social media	N			
Quality				
A Pre-planning and Due Diligence (This section not necessary for on boarded affiliates)				
1 Review scope of service, licenses, and accreditations				
2 Review Quality Staff complement, role, responsibilities and qualifications				
3 Review process for external audit/survey prep.				
4 Review process of ensuring safety to participants.				
5 Review process for compliance audits.				
6 Review past licensing, funder, and accreditation inspection summaries for potential or realized risks. (basic)				

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	7	verified with program.	
8	Recommend the number of FTEs needed; or		
9	Determine whether TQM would be able to absorb responsibilities; or		
10	Recommended further exploration, based on quality concerns discovered during the due diligence phase.		
B	Continuous Quality Improvement (CQI)		
1	Develop, in partnership with program quality indicators, dashboard	N	
2a	Implement CQI team and develop agenda	N	
2b	Train team on CQI process and rapid cycle improvement	N	
2c	Implement rapid cycle improvement process and provide ongoing support	N	
3	Annual evaluation/revision of CQI process/indicators	N	
C	Regulatory Oversight		
1	Develop, update, and maintain ongoing audit monitoring tools for each funder/regulatory agency.	B	
	Complete pre-audit inspection and provide a priority focus list for successful audit. It is the expectation that external audit findings and responses will be sent to TQM.	B	
3	Complete continuous survey readiness on an ongoing basis using the above tools, providing feedback to program.	B	
4	Provide monitoring audit findings to program and obtain corrective action of internal audits.	B	
5	Train program staff on audit tools, process, and expectations	B	
6	Provide support and guidance in policy development in relation to regulatory compliance	N	
D	Risk Management		
1	Provide annual risk assessment and monitor the corrective action plans	B	
2	Train staff on the incident reporting model used at PHMC	B	
3	Monitor incidents	B	
4	Track incidents reported within 24 hours and report back to the program.	B	
5	Report incident trends, participant grievances, and root cause analysis to the Risk Management Committee and programs	B	
6	Conduct focused reviews on trends noted.	B	
7	Conduct Root Cause Analysis (RCAs) or investigation on egregious events.	B	
	***If RCA or investigation is completed by program staff (not by TQM), then the program will send the results and follow-up information to TQM for monitoring	B	
8	Monitor participant grievances and oversee the resulting corrective action plans.	B	
E	Financial Audits (Compliance)		
1	Develop, in partnership with program financial indicators, ensuring compliance between documentation and billing.	B	
2	Conduct focused review based on findings or concerns	B	
3	Conduct quarterly financial audits and report findings to the program and Managing Director.	B	
4	Perform pre-survey financial audits in advance of regulatory agency audits	B	
5	Report results of financial audits to PHMC leadership and Program Directors?	B	
	Government Relations		
	Services outside of management contract:		
	Information Systems		

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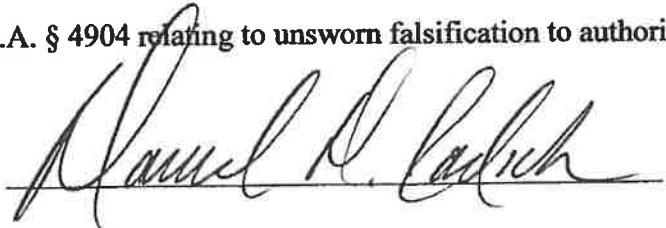
1	Remote Helpdesk Support	B
2	Onsite Technical Support	B
3	Server Infrastructure Monitoring and Support (only with MPLS integration)	B
4	Switching and Routing Support	B
5	Operating System Updates and selected third party updates (only with MPLS integration)	B
6	Managed Antivirus Application and Support	B
7	Hardware & Software Procurement	B
8	Mobile Device Technologies	B
9	Internet Services	B
10	MFD Consolidation	B
11	Industry Research and Consulting	B
12	Application Consulting	B
13	Technical Consulting	B
14	Integration Consulting	B
15	Technical Project Management	B
16	Managed Backup Services	B
	a. Basic Backup assessment and monitoring of non-PHMC service	
	b. PHMC backup solution configuration, monitoring, maintenance and storage	B
17	Managed Email Filtering	N
	a. PHMC hosted email services mail filtering	
	b. Separate mail host email filtering services, maintenance and monitoring	B
18	Datacenter Management and Integration	N
19	VoIP Phone System Integration	N
20	Managed Website and Content Filtering	N
21	Encrypted Email Services	N
22	Electronic Faxing	N
23	Security Audit/Analysis and Technical Risk Assessments	N
	UF - Computer user fees are charged as a direct costs outside of the management contract at a rate per FTE.	
<u>Real Estate & Facilities</u>		
1	Real estate Consulting: Acquisitions/Dispositions	
2	Lease Administration: Manage renewals, options, landlord communications	B
3	Project Management: Programming, design, construction, furnishings, close out	B
4	Security Services Consulting: Review Security Systems & Contracts, Manage Security Projects	B
5	Facilities Management Consulting: Standardize Maintenance Contracts (lawn care, extermination, cleaning, etc), Supply Master Contractors List with negotiated pricing (Electric, HVAC, Carpentry, ...)	B
6	Provide overall real estate strategic support	B
<u>Center for Data Innovation/Research & Evaluation</u>		
1	Assist with developing and measuring key program outcomes to improve service delivery and demonstrate program impact	
	Use PHMC's Community Health Data Base to identify unmet need and to provide a description of the populations or neighborhoods where your program resides to help to enhance program reach;	
3	Assist with analyzing existing data, including quantitative and qualitative data already gathered by your programs	
4	Assist with developing data collection instruments and with collecting information in the most cost effective way	

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	<p>5 Conduct independent focus groups with clients, consumers, and key stakeholders</p> <p>6 Create interactive on-line maps for external users, including clients and funders</p> <p>7 Create maps for use by program staff, helping to build understanding of the communities and populations being served and gaps in services</p> <p>8 Develop program logic models to inform program activities and enhance program performance</p> <p>9 Work in partnership to identify new funding opportunities and pursue grants and contracts</p> <p>10 Design and/or implement surveys using on-line tools (e.g., survey monkey), phone surveys, computer-assisted surveys, paper/pencil surveys</p> <p>11 Evaluate evidence-based practices, including implementation, adherence, impact</p> <p>12 Assist with publishing findings in the peer-reviewed literature, prepare briefs or other data-driven reports</p> <p>13 Conduct literature reviews synthesizing information needed for grant proposals or to inform program design</p>
Legal Consultation	<p>1 Negotiate, write and execute agreements and contracts.</p> <p>2 Provide legal support for real estate negotiation and review.</p> <p>3 Assist with legal review, negotiation and drafting of loan documentation.</p> <p>4 Support general legal needs in-house and with external legal counsel.</p> <p>5 Act as a liaison with landlords on an as-needed basis.</p> <p>6 Explain legal language.</p> <p>7 Research unique legal issues impacting organization by identifying applicable statutes, codes, judicial decisions.</p> <p>8 Perform pre-litigation work to minimize risks and maximize legal rights.</p> <p>9 Advise on contract status, legal risks and business terms of various deals.</p>
Information Systems	<p>1 Offer counsel on a variety of legal issues.</p> <p>2 Programming</p> <p>3 Software design, Data exchange, Systems analysis, Healthcare Information Technology, Facilities projects</p> <p>4 Billing support</p>

VERIFICATION

I, Daniel Radich, on behalf of Answering Defendant, Public Health Management Corporation, verify that the averments made in the foregoing Answer to Plaintiffs' Amended Complaint with New Matter and New Matter Crossclaims are true and correct based upon my personal knowledge, information or belief. Further, I understand that this Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



Dated: 3/25/2020

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant Public Health Management Corporation's Answer to Plaintiffs' Amended Complaint with New Matter and New Matter Crossclaims was served on the following counsel of record, by electronic service of the Court and/ or first class mail, postage prepaid on the date below.

Plaintiff's Counsel

Nadeem A. Bezar, Esquire
Kyle B. Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102
Nadeem.bezar@klinespecter.com; Kyle.nocho@klinespecter.com

**Counsel for Defendants, Turning Points for Children, Turning Points CUA, LLC and The
Turning Points for Children Charitable Foundation**

William L. Banton, Jr., Esquire
Adam J. Fulginiti, Esquire
Marshall, Dennehey, Warner,
Coleman & Goggin
2000 Market Street, Suite 2300
Philadelphia, PA 19103

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**


Nicole A. Tucker
Legal Assistant to Mark G. Giannotti, Esquire

Date: March 27 , 2020

EXHIBIT “H”

MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.

www.moodklaw.com

PHILADELPHIA OFFICE

*One Penn Center
1617 John F. Kennedy Boulevard
Suite 1010
Philadelphia, PA 19103
(215) 564-6688 Fax: (215) 564-2526*

Mark G. Giannotti

Member PA Bar
(215) 832-4270

MGiannotti@moodklaw.com

July 1, 2020

VIA REGULAR, CERTIFIED AND ELECTRONIC MAIL

Joseph McHale, Esquire
Stradley Ronon Stevens & Young, LLP
30 Valley Stream Parkway
Malvern, PA 19335-1481
jmcchale@stradley.com

**RE: S.E., a minor, by Guardian Ad Litem Kristen L. Behrens, Esquire and
C.C., a minor by Guardian Ad Litem Suzanne N. Pritchard, Esquire v.
Public Health Management Corporation, et al.
Philadelphia County CCP #19-11-0738
Our File No.: 1977-107442**

SECOND NOTICE OF DEMAND FOR DEFENSE AND INDEMNIFICATION

Dear Mr. McHale:

On February 20, 2020, a Notice of Demand for Defense and Indemnification was sent to former counsel for Defendants, Turning Points for Children, Turning Points CUA, LLC and The Turning Points for Children Charitable Foundation, William Banton regarding the lawsuit filed on November 6, 2019 in the Philadelphia County Court of Common Pleas, by Guardians Ad Litem Kristen L. Behrens, Esq. and Suzanne N. Pritchard, Esq., on behalf of S.E. and C.C. respectively (hereinafter collectively as “Plaintiffs”). (See enclosed 2/20/20 correspondence) Our firm represents Public Health Management Corporation (PHMC) in this matter.

In their Complaint, Plaintiffs allege that “Turning Point Defendants” were retained by the Department of Human Services, Children and Youth Division on July 7, 2015, to provide case management services to Plaintiffs. Plaintiffs further allege that Defendants failed to properly do so and/or prematurely closed out case management services in February 2017, allowing for the ongoing physical, emotional, and sexual abuse of Plaintiffs.

While Plaintiffs’ broad allegations are such that it was the responsibility of *all* “Turning Point Defendants” to adequately provide case management services, PHMC’s duties here remain contractual and are clearly set forth in the July 1, 2015 Contractual Agreement Between Public Health Management Corporation And Turning Point For Children, none of which include providing case management services. (hereinafter “Agreement,” enclosed). In fact, none of

Pittsburgh
Pennsylvania

Cherry Hill
New Jersey

New York
New York

Westchester County
New York

Wilmington
Delaware

Towson
Maryland

Case ID: 230701525

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

July 1, 2020

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Plaintiffs' overly broad and generalized allegations of negligence pertain to any of the services provided by PHMC pursuant to the Agreement.

And while Plaintiffs did file an Amended Complaint on March 11, 2020, there were still no allegations that were raised which pertain to services provided by PHMC. Assuming *arguendo*, there is any liability here, it remains with Turning Points for Children, Turning Points CUA 3, LLC and The Turning Points For Children Charitable Foundation (hereinafter collectively as "Turning Point").

In addition to setting forth PHMC's services, paragraph 10 of the Agreement provides for indemnification by Turning Point where, as here, the allegations arise out of Turning Point's business activities. The Agreement provides that Turning Point shall:

"[D]efend, indemnify, and hold harmless, PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional conduct."

(*See* Agreement, ¶ 10)

As none of the allegations in Plaintiffs' Amended Complaint involve services provided by PHMC, there is no plausible scenario whereby it can be said that Plaintiffs' injuries were caused by PHMC's negligent or intentional conduct. As such, PHMC is entitled to a defense and indemnification from Turning Point in this matter and demands same pursuant to the Agreement.

I ask that you forward this correspondence along to your clients' insurance carrier for immediate review. In the meantime, please provide me with the name of your insurance carrier for the subject loss period and a copy of the applicable policy and endorsements.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ *Mark G. Giannotti*

Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire

cc: Dawn Kagan (w/enclosures, via email)

Case ID: 230701525

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

July 1, 2020

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Daniel Radich, Esquire (w/enclosures, via email)
Penelope Cilluffo, Esquire (w/enclosures, via email)

EXHIBIT “I”



PO Box 950, Bala Cynwyd, PA 19004
Phone: 800.765.9749 • Fax: 800.685.9238
www.phly.com

Kimberly McCarthy
Claims Supervisor
Direct Dial: 610-538-2691
Kimberly.McCarthy@PHLY.com

July 20, 2020

Dawn Kagan, Sr. Claims Examiner
Nonprofits Insurance Alliance
Via email: dkagan@insurancefornonprofits.org

RE: Our Insured: Turning Points for Children.
PIIC Claim No.: 1292625
ANI Claim No.: 566650
Claimant: S.E. and C.C.

Dear Ms. Kagan,

This will acknowledge receipt of the letter dated July 1, 2020, drafted by ANI's attorney and sent to counsel assigned by Philadelphia Indemnity and Insurance Company ("PIIC") (hereinafter "tender letter"). Please be advised that, although the letter is titled: "Second Notice of Demand for Defense and Indemnification", this is, in fact, the first letter sent to PIIC for consideration. The earlier letter referenced was sent to counsel for Beazley Ins. Co. which has disclaimed coverage in this suit. PIIC has picked up the defense of Turning Points for Children ("TPC") in the lawsuit which is the subject of the July 1st tender letter from Public Health Management Corporation ("PMHC"). For the reasons discussed more fully below, the tender is hereby denied.

PIIC issued policy PHPK 1360462 to TPC, with effective dates from 7/7/2015-7/7/2016, (hereinafter "the primary policy"). In addition, PIIC issued an umbrella policy to TPC under policy number PHUB 506242, with the same effective dates as the primary policy. The primary policy contains a Sexual and Physical Abuse and Molestation ("SPAM") coverage form which is written on an occurrence basis. The Complaint filed on behalf of CC/SE alleges that the minor girls sustained injuries as a result of the sexual and physical abuse they endured at the hands of their father. The abuse allegedly occurred over an undefined period of time, including in 2016-2017. The Complaint provides corporate information as to each defendant noted in paragraphs 6-10 and provides that TPC and PHMC do not share the same address.¹ The Complaint sets forth causes of action for negligence and negligent infliction of emotional distress in Counts I and II, both of which are directed to multiple defendants including TPC and PHMC.

PHMC's tender is denied for 3 primary reasons. First, PHMC is not a named or additional insured on the TPC primary policy with PIIC. As such, PIIC has no coverage obligations to PHMC. Second, the contract which was appended to the tender letter provides that TPC "shall defend, indemnify and hold harmless PHMC... except to the extent actually caused by PHMC's negligence or intentional conduct". The Complaint asserts causes of action versus PHMC in Counts I and II. Therefore, PHMC's potential for liability may be based upon its actions or inactions or those of its employees, agents or volunteers. Lastly, even if the contract required TPC to indemnify PHMC in this lawsuit, it should be noted that the

¹ PIIC is not yet in receipt of an Amended Complaint as referenced in the tender letter but has requested a copy of same.

SPAM coverage form on the primary policy excludes any obligations for coverage based upon a contractual relationship. The policy language provides, in relevant part:

**SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY
COVERAGE FORM OCCURRENCE PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

**SECTION I - COVERAGE
SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY**

1. Insuring Agreement

* * *

2. Exclusions

This insurance does not apply to:

- a. Liability assumed by the insured under any contract or agreement.
- b. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. Any claim arising out of matters which may be deemed uninsurable.

Based on the exclusions of the primary policy, PIIC has no obligations to assume any contractual liabilities of TPC.

For the same reasons, PIIC has no duty to defend or indemnify PHMC under the umbrella policy.

Please feel free to contact me should you have any questions about the above.

Sincerely,



Kimberly McCarthy
Claims Supervisor
Kimberly.McCarthy@phly.com
610-538-2691

CC: Mark Giannotti, Esq.
Via email: mgiannotti@moodklaw.com

Joe McHale, Esquire
Via email: Jmchale@stradley.com

Dan Radich
Via email: dradich@phmc.org

EXHIBIT “J”

TO: ALL COUNSEL

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ENCLOSED NEW MATTER AND NEW MATTER CROSSCLAIMS WITHIN TWENTY (20) DAYS FROM SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

/s/ Mark G. Giannotti

ATTORNEY FOR DEFENDANT,
Public Health Management Corporation

MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.

BY: DAWN COURTNEY DOHERTY, ESQUIRE
MARK G. GIANNOTTI, ESQUIRE
IDENTIFICATION NO. 49231/201676
ONE PENN CENTER
1617 JOHN F. KENNEDY BLVD., SUITE 1010
PHILADELPHIA, PA 19103
(215) 564-6688

ATTORNEYS FOR DEFENDANT,
Public Health Management Corporation

1977-108531

E.M.H.

v.

TURNING POINTS FOR CHILDREN
AND
TURNING POINTS CUA 3, LLC
AND
THE TURNING POINTS FOR CHILDREN
CHARITABLE FOUNDATION
AND
AND PUBLIC HEALTH MANAGEMENT
CORPORATION
AND CARSON VALLEY CHILDREN'S AID
AND
KARL ELLIOTT

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

JUNE TERM, 2019
NO. 6891

JURY TRIAL DEMANDED
(12 JURORS)

DEFENDANT PUBLIC HEALTH MANAGEMENT CORPORATION'S
ANSWER TO PLAINTIFF'S AMENDED COMPLAINT WITH NEW MATTER AND
NEW MATTER CROSSCLAIMS

Defendant, Public Health Management Corporation (hereinafter "Answering Defendant"),
by and through counsel, Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., respectfully submits the

following Answer to Plaintiff's Amended Complaint with New Matter and New Matter Crossclaims and avers as follows:

1. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

2. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

3. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

4. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

5. Admitted in part, denied in part. It is admitted that Answering Defendant is incorporated as a non-profit 501(c)(3) corporation with its place of business at Centre Square East, 1500 Market Street, Suite 1500, Philadelphia, PA 19102. The remaining averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

6. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

7. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

8. Admitted in part. Denied in part. It is admitted that Answering Defendant is the parent corporation of Defendant Turning Points. The remaining averments set forth herein are

denied as conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

9. Admitted in part. Denied in part. It is admitted that Answering Defendant is the parent corporation of Defendant Turning Points. The remaining averments set forth herein are denied as conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

10. Admitted in part. Denied in part. It is admitted that Answering Defendant is the parent corporation of Defendant Turning Points. The remaining averments set forth herein are denied as conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

11. Admitted in part. Denied in part. It is admitted that Answering Defendant is the parent corporation of Defendant Turning Points. The remaining averments set forth herein are denied as conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

12. Denied. It is specifically denied that Answering Defendant provided case management services and/or foster care services to children in Philadelphia County. Answering Defendant hereby also denies any allegations referencing Answering Defendant collectively inclusive as “Turning Point Defendants.” The remaining averments set forth herein contain conclusions of law to which no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby demand at the time of trial.

13. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

14. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required. Strict proof thereof is hereby demanded.

15. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

16. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required. Strict proof thereof is hereby demanded.

17. This averment refers to a defendant other than Answering Defendant and, therefore, no response is required.

18. No response is required.

19. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required. Strict proof thereof is hereby demanded.

20. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required. Strict proof thereof is hereby demanded.

21. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

22. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

23. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

24. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

25. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

26. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

27. Denied. It is specifically denied that Answering Defendant was retained by DHS to provide in home services to Plaintiff. Strict proof thereof is hereby demanded.

28. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

29. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

30. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

31. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

32. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

33. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

34. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

35. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

36. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

37. Denied. It is specifically denied that Answering Defendant was ordered to conduct an assessment of the subject residence and/or was involved in the arrangement or supervision of Plaintiff's visits. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

38. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

39. Denied. It is specifically denied that Answering Defendant had any involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

40. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

41. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

42. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

43. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

44. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

45. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

46. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

47. Denied. It is specifically denied that Answering Defendant decided to close case management services to Plaintiff, having never provided any. Furthermore, Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

48. Denied. It is specifically denied that Answering Defendant decided to close case management services to Plaintiff, having never provided any. Furthermore, Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of

the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

49. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

50. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

51. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

52. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

53. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

54. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

55. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

56. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

57. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

58. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

59. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

60. Denied. It is specifically denied that Answering Defendant placed Plaintiff into foster care. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

61. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

62. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

63. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

64. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

65. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

66. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

67. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

68. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

69. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

70. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

71. Denied. The averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

72. Denied. It is specifically denied that Answering Defendant allowed Plaintiff to live with her father, having never provided any services in this matter. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

73. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

74. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

75. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

76. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

77. Denied. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

78. Denied. It is specifically denied that Answering Defendant was negligent. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

79. Denied. It is specifically denied that Answering Defendant was negligent. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

80. Denied. It is specifically denied that Answering Defendant was negligent. Answering Defendant had no involvement with the assessment, placement, visitation or supervision of Plaintiff. Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the remaining averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

81. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

COUNT ONE

82. No response is required.

83. Denied. Plaintiff's allegations of negligence and recklessness are specifically denied. Strict proof thereof is required. The remaining averments set forth in this paragraph, as well as subparagraphs (a)-(ff) are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

84. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

85. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

86. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

87. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or

because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

88. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

89. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

COUNT TWO

90. No response is required.

91. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

92. Denied. It is specifically denied that Answering Defendant was negligent. The remaining averments set forth in this paragraph are denied pursuant to Pa. R. C. P. 1029(e), and/or because these paragraphs contain conclusions of law and/or fact to which no responsive pleading is required.

COUNT III

93. No response is required.

94-100. These averments refer to a defendant other than Answering Defendant and, therefore, no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby denied at the time of trial.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

COUNT IV

101. No response is required.

102-103. These averments refer to a defendant other than Answering Defendant and, therefore, no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby denied at the time of trial.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

COUNT V

104. No response is required.

105-110. These averments refer to a defendant other than Answering Defendant and, therefore, no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby denied at the time of trial.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

COUNT VI

111. No response is required.

112-117. These averments refer to a defendant other than Answering Defendant and, therefore, no response is required. To the extent that a response is required, they are denied with strict proof thereof hereby denied at the time of trial.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

NEW MATTER

1. Plaintiff's claims fail to state any cause of action against Answering Defendant upon which relief can be granted.
2. Answering Defendant owed no duty to Plaintiff.
3. Plaintiff's injuries, though specifically denied, were caused by the intentional acts of another, over whom Answering Defendant has no control or duty to control.
4. Plaintiff's injuries, though specifically denied, were caused by the negligence of others, over whom Answering Defendant has no control or duty to control.
5. Plaintiff may have failed to join an indispensable party.
6. Any acts or omissions to which Plaintiff alleges constitute negligence were not the proximate cause of her injuries.
7. Plaintiff's claims are barred because of statutory and/or common law.
8. Plaintiff's claims are barred by the Statute of Limitations and/or Laches.
9. Plaintiff's claims are barred because of the doctrines of single controversy, merger and bar, res judicata and/or collateral estoppel.
10. Plaintiff's claims are barred because of the doctrine of superseding and/or intervening cause.
11. Plaintiff's claims are barred because of the doctrine of waiver and/or estoppel.

12. Plaintiff's claims are barred because the Court lacks jurisdiction over the subject matter of this law suit.

13. Plaintiff may have failed to mitigate damages and, as such, may be a complete and/or partial bar to her claims.

WHEREFORE, Answering Defendant demands judgment in favor and against Plaintiff together with all costs.

NEW MATTER CROSSCLAIMS PURSUANT TO PA.R.C.P. 1031.1 AGAINST CODEFENDANTS TURNING POINTS FOR CHILDREN, TURNING POINTS CUA 3, LLC, THE TURNING POINTS FOR CHILDREN CHARITABLE FOUNDATION, CARSON VALLEY CHILDREN'S AID, AND KARL ELLIOTT

14. Answering Defendant hereby incorporates, but does not admit, the allegations set forth in Plaintiff's Amended Complaint as though same were fully set forth at length herein.

15. Answering Defendant asserts that if Plaintiff is entitled to recover damages in this action, which is specifically denied, then said damages were caused solely and exclusively by the negligence and carelessness of codefendants Turning Points For Children, Turning Points CUA 3, LLC, The Turning Points For Children Charitable Foundation, Carson Valley Children's Aid, and Karl Elliott (hereinafter collectively as "Codefendants"), their agents, servants and/or employees for whom they were directly responsible.

16. As a direct and proximate cause of the aforesaid negligence and carelessness of Codefendants, if the allegations in Plaintiff's Amended Complaint are proven true, which are specifically denied, then Codefendants alone are liable to Plaintiff for such injuries or damages, or are liable over to Answering Defendant by way of indemnification and/or contribution for such injuries and damages, any and all liability on the part of Answering Defendant being denied.

17. In the alternative, if the allegations in Plaintiff's Amended Complaint are proven true, which are specifically denied, then Answering Defendant avers that Codefendants are jointly

and severally liable and/or liable over to Answering Defendant for common law indemnification and contribution to the Plaintiff's cause of action with the existence of any liability on the part of Answering Defendant being expressly denied.

WHEREFORE, Answering Defendant hereby demands that judgment be entered in its favor and against Codefendants, and that they be found solely liable to the Plaintiff or, in the alternative, jointly and severally liable with Answering Defendant, and/or liable over to Answering Defendant for indemnification and/or contribution for all claims set forth in the Plaintiff's Amended Complaint.

PUBLIC HEALTH MANAGEMENT CORPORATION v.
TURNING POINTS FOR CHILDREN
BREACH OF CONTRACT

18. The aforementioned allegations contained in each of the foregoing paragraphs are hereby incorporated as if set forth fully at length herein.

19. On July 15, 2015, Answering Defendant entered into a contractual agreement with Defendant, Turning Points For Children, to provide services outlined in Attachment "A" thereto. (See Contractual Agreement Between Public Health Management Corporation And Turning Points For Children, hereinafter "Agreement," attached hereto as Exhibit "A").

20. Paragraph 10 of the Agreement states that Defendant, Turning Points For Children, shall:

"[D]efend, indemnify, and hold harmless, [Answering Defendant] from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by [Answering Defendant] arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by [Answering Defendant's] negligence or intentional conduct."

See Exhibit "A", ¶ 10.

21. As none of the allegations in Plaintiff's Amended Complaint involve services provided by Answering Defendant, there is no plausible scenario whereby it can be said that Plaintiff's injuries were caused by Answering Defendant's negligent or intentional conduct. (*See Exhibit "A"*)

22. As such, Answering Defendant is entitled to a defense and indemnification from Defendant, Turning Points For Children in this matter and demands same pursuant to the Agreement.

23. To date, Defendant, Turning Points For Children, has failed to abide by the terms and conditions of the Agreement and, therefore, remains in breach of it.

WHEREFORE, Answering Defendant demands that judgment be entered in favor and against Defendant, Turning Points For Children, for contractual indemnification, including the expenses, costs and attorneys' fees associated with the defense of this litigation, all damages recoverable pursuant to the terms of the Agreement, as well as damages in any breach of contract action.

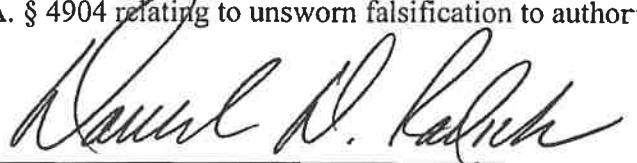
Respectfully submitted,

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ Mark G. Giannotti
Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire
Attorneys for Defendant, Public Health
Management Corporation

VERIFICATION

I, Daniel Radich, on behalf of Answering Defendant, Public Health Management Corporation, verify that the averments made in the foregoing Answer to Plaintiff's Amended Complaint with New Matter and New Matter Crossclaims are true and correct based upon my personal knowledge, information or belief. Further, I understand that this Verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.



Dated:



EXHIBIT "A"

590/R

**CONTRACTUAL AGREEMENT BETWEEN
PUBLIC HEALTH MANAGEMENT CORPORATION
AND
Turning Points for Children**

THIS AGREEMENT, effective as of July 1, 2015 by and between Public Health Management Corporation (hereafter referred to as "PHMC"), a Pennsylvania non-profit corporation, and Turning Points for Children (hereafter referred to as "Turning Points"), a Pennsylvania non-profit corporation.

WITNESSETH:

Turning Points conducts certain programs and activities (collectively "the Programs") and is a wholly owned non-profit membership corporation with PHMC as its affiliate. PHMC is engaged in providing assistance for health care activities and programs, and the parties desire to enter into this Agreement for PHMC to provide technical and other assistance to Turning Points for the Programs, under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Services. During the term of this Agreement, PHMC shall perform the services relating to the Programs described on Attachment "A" hereto ("the Services").

2. Other Services. The parties may, at any time and from time to time by a written agreement or instrument executed by both parties, provide for additional services to be performed by PHMC for or relating to Turning Points or to add to or expand the scope of the Services provided for in Attachment A - Work Statement for such additional consideration and under such other terms as the parties deem appropriate. Except as otherwise provided in the agreement or instrument signed by the parties, all such additional or expanded services shall be considered "Services" covered by and subject to all of the terms of this Agreement.

3. Exclusion of Executive and Management Authority. This Agreement and the activities of PHMC hereunder are not intended and shall not be construed to relieve the Board, officers or management of Turning Points of any authority, duties or responsibilities.

4. Consideration

In consideration of the performance of the Services from July 1, 2015 through June 30, 2016, Turning Points shall pay to PHMC a fee for service contract amount of \$659,601.

This amount is payable as follows:

- (1) For all Services and amounts, PHMC shall submit to Turning Points monthly statements stating the general nature of the Services performed, the hours expended and the amount due for the month to which the statement applies. The statements shall be consistent with the FY15 Management budget and in such form as PHMC may reasonably determine. Turning Points shall pay the amount of each statement in full within fourteen (14) days after the statement is given;

Advance Funding of Operating Expenses and Costs. Due to Turning Point's status as a wholly owned non-profit membership corporation with PHMC as the sole member, PHMC will at times fund in advance a variety of Turning Point's on-going operating expenses and costs. Such advance funding will be made at PHMC's discretion and is limited to payments for approved eligible program and operating expenses as determined by various governmental and contract budgets and payment arrangements. This facility is further limited by PHMC's ability to borrow or otherwise secure funds. PHMC will submit to Turning Points a monthly statement indicating amount of funds advanced and purpose and nature of such advances. Also, PHMC will directly apply as payments or pay downs towards such advances all governmental and other funds received on behalf of Turning Points. PHMC will charge Turning Points a finance charge consistent with PHMC's current borrowing arrangement under its Line of Credit and will credit Turning Points based upon current bank Earnings Credit Rate provided to PHMC.

5. Performance. PHMC shall use reasonable efforts to perform the Services, with a view to assisting Turning Points in the proper and efficient conduct and operation of the Programs; provided that PHMC does not in any manner guarantee or warrant any aspect of the conduct or course of or completion of any Programs. Turning Points acknowledges that PHMC is not responsible for the success or failure of all or any portion of Turning Point's business.

6. Warranties

A. Turning Points represents and warrants to PHMC that: (1) it has and will comply in all respects with all requirements of the grants and all other requirements of any other governmental agency with respect to the operation of the Programs funded or governed by an agency; (2) it has obtained and will maintain in full force and effect all licenses, permits, and approvals required for the operation of its businesses and the conduct of the Programs; (3) it has conducted and will conduct the Programs in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and (4) all financial statements and information delivered or provided by it to PHMC will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and the financial position of Turning Points during the periods covered.

B. PHMC represents and warrants to Turning Points that all financial statements and information delivered or provided by PHMC to Turning Points will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and financial position during the periods covered.

7. Insurance. Throughout the terms of this Agreement, Turning Points shall maintain in full force and effect general public liability and property insurance and other insurance, with reputable insurance companies and reasonable limits of liability and terms, consistent with prudent practices in the trade for activities in the nature of the Programs. Turning Points shall, upon PHMC's reasonable request, cause PHMC to be named a co-insured under such insurance policies and cause the policies to provide that they may not be canceled or terminated without at least ten (10) days advance written notice of cancellation or termination to PHMC.

8. Term. The term of this Agreement shall be from July 1, 2015 to June 30, 2016 provided the parties may extend this Agreement for such a period and under such terms as they deem appropriate by a written agreement or instrument executed by both parties..

9. Termination

A. Either party may terminate this Letter of Agreement, effective thirty working days after giving written notice of termination if the other party breaches any provision of this Letter of Agreement in any material respect and fails to rectify such breach within ten (10) days after written notice thereof. Termination of this Letter of Agreement by either party may also occur fourteen days (14) after receipt of written notice of termination. In the event of termination, Turning Points shall pay PHMC for services performed prior to the effective date of termination and non-cancelable obligations.

B. Upon termination of this Agreement for any reason, each party shall have and may exercise all remedies available to it under applicable law, with no remedy being exclusive and all remedies being cumulative.

10. Indemnification. Turning Points shall defend, indemnify, and hold harmless PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitation any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional misconduct.

11. Outside PHMC Activities. Turning Points acknowledges that PHMC's regular functions include management of and assistance to health care activities and can extend to management services for facilities similar to Turning Points and programs and projects similar to the Programs. Turning Points agrees that such activities and functions of PHMC shall not constitute a violation of this Agreement or any obligations of PHMC to Turning Points, so long as PHMC does not engage in any activities during the term of this Agreement which cause PHMC to have an interest in direct conflict with the proper conduct and completion of the Programs and the performance of the Services under this Agreement.

12. Applicable Law. Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement.

13. Further Assurances. Each party shall, upon the reasonable request of the other party, take such action and execute and deliver such documents as may reasonably be necessary or appropriate to effectuate the terms of this Agreement and the transactions and relationship contemplated hereby.

14. Assignments. Neither party shall assign or transfer all or any portion of this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or transfer to the contrary shall be null and void and of no effect.

15. Headings. The paragraph headings of this Agreement are for convenience of reference and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

16. Entire Agreement. This Agreement contains the entire understanding between the parties, no other covenants or representations having induced either party to execute this Agreement. This Agreement may not be amended or modified in any manner, except by a written agreement duly executed by the party to be charged.

17. Notices. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other address as party may, by notice, direct:

If to PHMC:

Richard J. Cohen, Ph.D., FACHE, President and CEO
Public Health Management Corporation
Centre Square East
1500 Market St.
Philadelphia, PA 19102

If to AGENCY NAME:

Michael Vogel, CEO
Turning Points for Children
415 S. 15th Street
Philadelphia, PA 19146

All notices shall be deemed as given when received, except that notice by first class mail shall be deemed as given on the second business day after the notice is mailed.

18. Risk of Financial Change: Should Turning Points have an extreme decrease of their financial condition during the Term, both parties hereto agree to renegotiate the terms contained herein.

IN WITNESS THEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

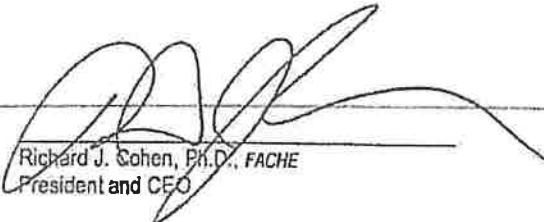
(SEAL)

PUBLIC HEALTH MANAGEMENT CORPORATION

Attest: _____

By:

Richard J. Cohen, Ph.D., FACHE
President and CEO



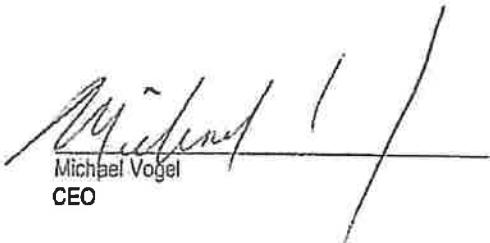
(SEAL)

TURNING POINTS FOR CHILDREN

Attest: _____

By:

Michael Vogel
CEO



Public Health Management Corporation Statement of Work 2016 Affiliate Management Contracts (B=Basic, N=Negotiable)

			TP
Executive Management	A Provide overall strategic leadership, direction and alignment between Turning Points for Children and PHMC		
	1 Provide strategic support to affiliate	B	
	2 Provide support related to Board development and training	B	
	3 Provide support to ensure adherence to Bylaws as written	B	
	4 Support the on-going integration of Turning Points for Children as an affiliate of PHMC	B	
	5 Provide legal counsel via our in-house legal counsel	B	
	B Maximize opportunities for funding and business development opportunities	B	
	1 Assistance with Mergers and Affiliation Strategies and Execution	B	
	2 Maximize opportunities for staff promotion and development	B	
	3 Relationship development and management	B	
	4 Provide support with executive transition, recruitment and management	B	
	C Provide executive level support to Turning Points for Children	B	
	1 Ensure quality timely provision of customer service to affiliate	B	
	2 Assistance with staff supervision as needed	B	
	3 Support Board development	B	
	4 Support to Senior level management	B	
Fiscal Management			
	A General Ledger		
	1 General ledger software implementation / setup / training	7/15	
	2 General ledger software ongoing services (updates/maintenance/etc.)	7/15	
	B Payroll		
	1 Payroll Software implementation /setup / training	N/A	
	2 Payroll Software ongoing services (updates/maintenance/etc.)		
	3 Complete yearly W-2's	B	
	4 Complete yearly 1099 filings	B	
	5 Process payroll to include processing labor distributions, deductions, tax reporting and other related services	B	
	C General Accounting / Reporting		
	1 Prepare statements of financial position at corporate and fund levels	B	
	2 Prepare statements of activities at corporate and fund levels	N	
	3 Assess to existing accounting controls and processes in order to maximize efficiencies	N	
	4 Complete bank reconciliations	N	
	5 Process accounts payable	N	
	6 Project cash flow needs, borrowing, monitor accounts receivable and schedule cash disbursements	N	
	7 Produce expense reports and / or billings in order to fulfill funder requirements	N	
	8 Prepare and track fixed assets inventory and schedules	N	
	9 Provide day to day co-supervision of affiliate fiscal staff.	N	
	10 Provides borrowing capacity, financial and capital strategy support	B	
	D Budgeting		
	1 Generate budgets for current and proposed programs	N	

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		Provide fiscal management time to supervise fiscal staff efforts and to assist affiliate in developing corporate strategies and direction concerning budget	B
E	Contract processing	2 development, negotiations, and budget allocations	N
	1 Provide multilevel contract review and administration to include signature bucking, mailing, and contract tracking.		N
F	Audit / 990 / BCO	1 Coordinate annual audit, prepare requested audit schedules, and prepare all audit financial statements	N
	2 Prepare requested schedules for auditor's preparation of annual IRS Form 990		N
	3 Prepare requested schedules for auditor's preparation of annual BCO reporting		N
G	Purchasing	1 Provide centralized purchasing services	B
	2 Administration and/or review of insurance coverage and limits of liability		B
	3 Coordinate general banking relationships		B
Human Resources			
A	Timekeeping	1 Provide automated timekeeping	B
		2 Provide leave of absence administration including FMLA	B
B	Hiring	1 Provide recruitment and staffing	N
		2 Work with affiliate senior staff to develop job descriptions	B
		3 Provide job posting administration	B
		4 Provide new hire orientation facilitation	B
		5 Provide credentialing, background screenings	B
C	Compensation / Benefits	1 Provide compensation administration	B
		2 Provide performance management	B
		3 Provide benefit analysis	B
		4 Provide administration of (PHMC or Affiliate's) employee benefits, including enrollment and COBRA	B
D	General Human Resource Services	Provide overall HR strategic support	B
		1 Provide unemployment compensation administration, including hearing prep and appearances	B
		2 Provide complex staff transition management	B
		3 Provide general HR strategy support	B
		4 Provide employee safety and risk administration	B
		5 Provide assessment and implementation of (PHMC or Affiliate's) Human Resources Personnel Policies	B
		6 Provide employee relations and engagement	B
		7 Audit preparation	B
		8 Provide HR training and education	B
		9 Provide exit interviews	B
		10 Provide provision of HR liaison services with affiliate	B
		11 Provide oversight of employment practices, such as claims of discrimination, etc.	B
Program Development and Fundraising			
A	Promote Program Collaboration		

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			B
1	Assist in new program development focused on cross-program/affiliate projects		B
2	Support cultivation of relationships across affiliates in order to expand potential funding resources		B
3	Research potential new program partners		B
4	Set up meetings with potential program partners and affiliates		B
B	Fundraising		B
1	Research potential grant opportunities		B
2	Meet with affiliate to discuss and strategize potential grant opportunities		B
3	Provide project management services for grant writing		B
4	Assist in creation and implementation of development plan		B
5	Provide periodic progress reports to affiliate staff members as needed		N
6	<i>Support the development of a strategic funding plan</i>		N
7	<i>Work to develop and maintain relationships with funders and PHMC management</i>		N
Marketing and Communications	A Alignment Activities		B
1	Announcement communications - strategy, materials development, internal/external communications, events /media relations		N/A
2	High-level strategic communications planning, i.e. how affiliate fits into PHMC's story		B
3	Co-branding strategy, logo and brand guide creation		N/A
4	General consultation on communications/marketing plan and approach		B
B	General Communications Activities		
	Integration of affiliate news into PHMC channels - PHMC.org, Matrix, Intranet, Public Health Directions, Annual Report, PR, Social Media, Annual Meeting/other events, etc.		B
	2 Website stabilization: management and maintenance (not including upgrade/migration/new versions)		B
	Media relations - high-level media relations as part of PHMC family; reactive media relations and crisis communications. Coordination of all PR activities with PHMC.		B
C	Ongoing Marketing Communications		
	Media relations - proactive PR outreach to support affiliate's specific needs, often programmatic or event based. Coordination of all PR activities with PHMC.		B
	2 Marketing/communications plan development		
	3 Website development		N
	4 Graphic design - web and print		N
	5 Copyediting		N
	6 Strategic communications planning and/or marketing plan development		N
	7 Event planning and management		N
	8 Ad development		N
	9 Signage design and coordination		N
	10 Social media		N
Quality	A Pro-Planning and Due Diligence (This section not necessary for on boarded affiliates)		
	1 Review scope of service, licenses, and accreditations		
	2 Review Quality Staff complement, role, responsibilities and qualifications		
	3 Review process for external audit/survey prep.		
	4 Review process for ensuring safety to participants,		
	5 Review process for compliance audits,		
	6 Review pest licensing, funding, and accreditation inspection summaries for potential or realized risks. (basic)		

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	7 Verified with program.	
8	Recommend the number of FTEs needed; or	
9	Determine whether TQM would be able to absorb responsibilities; or	
10	Recommended further exploration, based on quality concerns discovered during the due diligence phase.	
B	Continuous Quality Improvement (CQI)	
1	Develop, in partnership with program quality indicators; dashboard	N
2a	Implement CQI team and develop agenda	N
2b	Train team on CQI process and rapid cycle improvement	N
2c	Implement rapid cycle improvement process and provide ongoing support	N
3	Annual evaluation/revision of CQI process/indicators	N
C	Regulatory Oversight	
1	Develop, update, and maintain ongoing audit monitoring tools for each funder/regulatory agency.	B
	Complete pre-audit inspection and provide a priority focus list for successful audit. It is the expectation that external audit findings and responses will be sent to TQM.	B
3	Complete continuous survey readiness on an ongoing basis using the above tools, providing feedback to program.	B
4	Provide monitoring audit findings to program and obtain corrective action of internal audits.	B
5	Train program staff on audit tools, processes, and expectations	B
6	Provide support and guidance in policy development in relation to regulatory compliance	B
D	Risk Management	
1	Provide annual risk assessment and monitor the corrective action plans	B
2	Train staff on the incident reporting model used at PHMC	B
3	Monitor incidents	B
4	Track incidents reported within 24 hours and report back to the program.	B
5	Report incident trends, participant grievances, and root cause analysis to the Risk Management Committee and programs	B
6	Conduct focused reviews on trends noted	B
7	Conduct Root Cause Analysis (RCAs) or investigation on egregious events	B
	***If RCA or investigation is completed by program staff (not by TQM), then the program will send the results and follow-up information to TQM for monitoring	B
E	Financial Audits (Compliance)	
1	Monitor participant grievances and oversee the resulting corrective action plans.	B
2	Develop, in partnership with program financial indicators, ensuring compliance between documentation and billing.	B
3	Conduct quarterly financial audits and report findings to the program and Managing Director.	B
4	Perform pre-survey financial audits in advance of regulatory agency audits	B
5	Report results of financial audits to PHMC leadership and Program Directors?	B
F	Government Relations	
	Services outside of management contract:	
	Information Systems:	

1	Remote Helpdesk Support	B
2	Onsite Technical Support	B
3	Server Infrastructure Monitoring, and Support (only with MPLS integration)	B
4	Switching and Routing Support	B
5	Operating System Updates and selected third party updates (only with MPLS integration)	B
6	Managed Antivirus Application and Support	B
7	Hardware & Software Procurement	B
8	Mobile Device Technologies	B
9	Internet Services	B
10	MFD Consolidation	B
11	Industry Research and Consulting	B
12	Application Consulting	B
13	Technical Consulting	B
14	Integration Consulting	B
15	Technical Project Management	B
16	Managed Backup Services	B
a.	Basic Backup assessment and monitoring of non-PHMC service	B
b.	PHMC backup solution configuration, monitoring, maintenance and storage	N
17	Managed Email Filtering	B
a.	PHMC hosted email services mail filtering	B
b.	Separate mail host email filtering services, maintenance and monitoring	N
18	Datacenter Management and Integration	N
19	VoIP Phone System Integration	N
20	Managed Website and Content Filtering	N
21	Encrypted Email Services	N
22	Electronic Faxing	N
23	Security Audit/Analysis and Technical Risk Assessments	N
UF - Computer user fees are charged as a direct costs outside of the management contract at a rate per FTE.		
Real Estate & Facilities		
1	Real estate Consulting: Acquisitions/Dispositions	B
2	Lease Administration: Manage renewals, options, landlord communications	B
3	Project Management: Programming, design, construction, furnishings, close out	B
4	Security Services Consulting: Review Security Systems & Contracts, Manage Security Projects	B
5	Facilities Management Consulting: Standardize Maintenance Contracts (lawn care, extermination, cleaning, etc), Supply Master Contracts List with negotiated pricing (Electric, HVAC, Carpentry, ...)	B
6	Provide overall real estate strategic support	N
Center for Data Innovation/Research & Evaluation		
1	Assist with developing and measuring key program outcomes to improve service delivery and demonstrate program Impact	
2	Use PHMC's Community Health Data Base to identify unmet need and to provide a description of the populations or neighborhoods where your program resides to help to enhance program reach,	
3	Assist with analyzing existing data, including quantitative and qualitative data already gathered by your programs	
4	Assist with developing data collection instruments and with collecting information in the most cost effective way	

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5	Conduct independent focus groups with clients, consumers, and key stakeholders	
6	Create interactive on-line maps for external users, including clients and funders	
7	Create maps for use by program staff, helping to build understanding of the communities and populations being served and gaps in services	
8	Develop program logic models to inform program activities and enhance program performance	
9	Work in partnership to identify new funding opportunities and pursue grants and contracts	
10	Design and/or implement surveys using on-line tools (e.g., survey monkey), phone surveys, computer-assisted surveys, paper/pencil surveys	
11	Evaluate evidence-based practices, including implementation, adherence, impact	
12	Assist with publishing findings in the peer-reviewed literature, prepare briefs or other data-driven reports	
13	Conduct literature reviews synthesizing information needed for grant proposals or to inform program design	
Legal Consultation		
1	Negotiate, write and execute agreements and contracts.	
2	Provide legal support for real estate negotiation and review.	
3	Assist with legal review, negotiation and drafting of loan documentation.	
4	Support general legal needs in-house and with external legal counsel.	
5	Act as a liaison with landlords on an as-needed basis.	
6	Explain legal language.	
7	Research unique legal issues impacting organization by identifying applicable statutes, codes, judicial decisions.	
8	Perform pre-litigation work to minimize risks and maximize legal rights.	
9	Advise on contract status, legal risks and business terms of various deals.	
Information Systems		
1	Offer counsel on a variety of legal issues.	
2	Programming	
3	Software design, Data exchange, Systems analysis, Healthcare Information Technology, Facilities projects	
4	Billing support	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant Public Health Management Corporation's Answer to Plaintiff's Amended Complaint with New Matter and New Matter Crossclaims was served on the following counsel of record, by electronic service of the Court and/ or first class mail, postage prepaid on the date below.

Plaintiff's Counsel

Nadeem A. Bezar, Esquire
Kyle B. Nocho, Esquire
Kline & Specter, P.C.
1525 Locust Street
Philadelphia, PA 19102
Nadeem.bezar@klinespecter.com; Kyle.nocho@klinespecter.com

Counsel for Defendant, Carson Valley Children's Aid

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Athena O. Pappas, Esquire
Deasey Mahoney & Valentini
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Philadelphia, PA 19103
fdeasey@dmvlawfirm.com; apappas@dmvlawfirm.com

Counsel for Turning Points Defendants

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Adam J. Fulginiti, Esquire
Marshall Dennehey Warner
Coleman & Goggin
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Philadelphia, PA 19103
wlbanton@mdwcg.com; ajfulginiti@mdwcg.com

Co-Counsel for Turning Points Defendants

Joseph McHale, Esquire
Penelope Cilluffo, Esquire
Stradley Ronon Stevens & Young, LLP
30 Valley Stream Parkway
Malvern, PA 19335-1481
pcilluffo@stradley.com; jmchale@stradley.com

Unrepresented Defendant

Smart Communications/PA DOC
Karl Elliot/Inmate #NS1002
Sci Houtzdale
P.O. Box 33028
St Petersburg, Florida 33733

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**



Nicole A. Tucker

Legal Assistant to Mark G. Giannotti, Esquire

Date: July 29, 2020

EXHIBIT “K”

MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.

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PHILADELPHIA OFFICE

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Mark G. Giannotti

Member PA Bar
(215) 832-4270

MGiannotti@moodklaw.com

August 7, 2020

VIA REGULAR, CERTIFIED AND ELECTRONIC MAIL

William L. Banton, Jr., Esquire
Marshall, Dennehey, Warner,
Coleman & Goggin
2000 Market Street, Suite 2300
Philadelphia, PA 19103
wlbanton@mdwcg.com

**RE: E.M.H. v. Public Health Management Corporation, et al.
Philadelphia County CCP #19-06-6891
Our File No.: 1977-108531**

NOTICE OF DEMAND FOR DEFENSE AND INDEMNIFICATION

Dear Mr. Banton:

As you know, our firm represents defendant, Public Health Management Corporation (PHMC) regarding Plaintiff's First Amended Complaint filed on June 30, 2020 in the Philadelphia County Court of Common Pleas, by E.M.H. (hereinafter "Plaintiff").

Plaintiff alleges in her Complaint that "Turning Point Defendants" were retained by the Department of Human Services, Children and Youth Division on July 7, 2015, to provide her with case management services. Plaintiff further alleges that Defendants failed to properly do so and/or prematurely closed out case management services in February 2017, allowing for her ongoing physical, emotional, and sexual abuse.

While Plaintiff's broad allegations are such that it was the responsibility of all "Turning Point Defendants" to adequately provide case management services, PHMC's duties here remain contractual and are clearly set forth in the July 1, 2015 Contractual Agreement Between Public Health Management Corporation And Turning Point For Children (hereinafter "Turning Points"), none of which include providing case management services. (hereinafter "Agreement," attached hereto as Exhibit "A"). In fact, none of Plaintiff's overly broad and generalized allegations of negligence pertain to any of the services provided by PHMC pursuant to the Agreement.

Pittsburgh Pennsylvania	Cherry Hill New Jersey	New York New York	Westchester County New York	Wilmington Delaware	Towson Maryland
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MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

August 7, 2020

Page 2

In addition to setting forth the nature and scope of PHMC's services, paragraph 10 of the Agreement provides for indemnification by Turning Points where, as here, the allegations arise out of Turning Points' business activities. The Agreement provides that Turning Points shall:

"[D]efend, indemnify, and hold harmless, PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional conduct."

(See Agreement, ¶ 10)

As none of the allegations in Plaintiff's First Amended Complaint involve services provided by PHMC, there is no plausible scenario whereby it can be said that Plaintiff's injuries were caused by PHMC's negligent or intentional conduct. As such, PHMC is entitled to a defense and indemnification from Turning Points in this matter and demands same pursuant to the Agreement.

I ask that you forward this correspondence along to your client's insurance carrier for immediate review. In the meantime, please provide me with the name of your insurance carrier for the subject loss period and a copy of the applicable policy and endorsements.

Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ *Mark G. Giannotti*
Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire

cc: Dawn Kagan (w/enclosures, via email)
Daniel Radich, Esquire (w/enclosures, via email)
Adam J. Fulginiti, Esquire (w/enclosures, via email)

AGREEMENT

596/R

CONTRACTUAL AGREEMENT BETWEEN
PUBLIC HEALTH MANAGEMENT CORPORATION
AND
Turning Points for Children

THIS AGREEMENT, effective as of July 1, 2015 by and between Public Health Management Corporation (hereafter referred to as "PHMC"), a Pennsylvania non-profit corporation, and Turning Points for Children (hereafter referred to as "Turning Points"), a Pennsylvania non-profit corporation.

WITNESSETH:

Turning Points conducts certain programs and activities (collectively "the Programs") and is a wholly owned non-profit membership corporation with PHMC as its affiliate. PHMC is engaged in providing assistance for health care activities and programs, and the parties desire to enter into this Agreement for PHMC to provide technical and other assistance to Turning Points for the Programs, under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the mutual covenants contained herein, and intending to be legally bound hereby, agree as follows:

1. Services. During the term of this Agreement, PHMC shall perform the services relating to the Programs described on Attachment "A" hereto ("the Services").

2. Other Services. The parties may, at any time and from time to time by a written agreement or instrument executed by both parties, provide for additional services to be performed by PHMC for or relating to Turning Points or to add to or expand the scope of the Services provided for in Attachment A – Work Statement for such additional consideration and under such other terms as the parties deem appropriate. Except as otherwise provided in the agreement or instrument signed by the parties, all such additional or expanded services shall be considered "Services" covered by and subject to all of the terms of this Agreement.

3. Exclusion of Executive and Management Authority. This Agreement and the activities of PHMC hereunder are not intended and shall not be construed to relieve the Board, officers or management of Turning Points of any authority, duties or responsibilities.

4. Consideration

In consideration of the performance of the Services from July 1, 2015 through June 30, 2016, Turning Points shall pay to PHMC a fee for service contract amount of \$659,601.

This amount is payable as follows:

- (i) For all Services and amounts, PHMC shall submit to Turning Points monthly statements stating the general nature of the Services performed, the hours expended and the amount due for the month to which the statement applies. The statements shall be consistent with the FY15 Management budget and in such form as PHMC may reasonably determine. Turning Points shall pay the amount of each statement in full within fourteen (14) days after the statement is given;

Advance Funding of Operating Expenses and Costs. Due to Turning Point's status as a wholly owned non-profit membership corporation with PHMC as the sole member, PHMC will at times fund in advance a variety of Turning Point's on-going operating expenses and costs. Such advance funding will be made at PHMC's discretion and is limited to payments for approved eligible program and operating expenses as determined by various governmental and contract budgets and payment arrangements. This facility is further limited by PHMC's ability to borrow or otherwise secure funds. PHMC will submit to Turning Points a monthly statement indicating amount of funds advanced and purpose and nature of such advances. Also, PHMC will directly apply as payments or pay downs towards such advances all governmental and other funds received on behalf of Turning Points. PHMC will charge Turning Points a finance charge consistent with PHMC's current borrowing arrangement under its Line of Credit and will credit Turning Points based upon current bank Earnings Credit Rate provided to PHMC.

5. Performance. PHMC shall use reasonable efforts to perform the Services, with a view to assisting Turning Points in the proper and efficient conduct and operation of the Programs, provided that PHMC does not in any manner guarantee or warrant any aspect of the conduct or course of or completion of any Programs. Turning Points acknowledges that PHMC is not responsible for the success or failure of all or any portion of Turning Point's business.

6. Warranties

A. Turning Points represents and warrants to PHMC that: (1) it has and will comply in all respects with all requirements of the grants and all other requirements of any other governmental agency with respect to the operation of the Programs funded or governed by an agency; (2) it has obtained and will maintain in full force and effect all licenses, permits, and approvals required for the operation of its businesses and the conduct of the Programs; (3) it has conducted and will conduct the Programs in compliance with all applicable federal, state, and local laws, regulations, and ordinances; and (4) all financial statements and information delivered or provided by it to PHMC will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and the financial position of Turning Points during the periods covered.

B. PHMC represents and warrants to Turning Points that all financial statements and information delivered or provided by PHMC to Turning Points will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and financial position during the periods covered.

7. Insurance. Throughout the terms of this Agreement, Turning Points shall maintain in full force and effect general public liability and property insurance and other insurance, with reputable insurance companies and reasonable limits of liability and terms, consistent with prudent practices in the trade for activities in the nature of the Programs. Turning Points shall, upon PHMC's reasonable request, cause PHMC to be named a co-insured under such insurance policies and cause the policies to provide that they may not be canceled or terminated without at least ten (10) days advance written notice of cancellation or termination to PHMC.

8. Term. The term of this Agreement shall be from July 1, 2015 to June 30, 2016 provided the parties may extend this Agreement for such a period and under such terms as they deem appropriate by a written agreement or instrument executed by both parties..

9. Termination

A. Either party may terminate this Letter of Agreement, effective thirty working days after giving written notice of termination if the other party breaches any provision of this Letter of Agreement in any material respect and fails to rectify such breach within ten (10) days after written notice thereof. Termination of this Letter of Agreement by either party may also occur fourteen days (14) after receipt of written notice of termination. In the event of termination, Turning Points shall pay PHMC for services performed prior to the effective date of termination and non-cancelable obligations.

B. Upon termination of this Agreement for any reason, each party shall have and may exercise all remedies available to it under applicable law, with no remedy being exclusive and all remedies being cumulative.

10. **Indemnification.** Turning Points shall defend, indemnify, and hold harmless PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional misconduct.

11. **Outside PHMC Activities.** Turning Points acknowledges that PHMC's regular functions include management of and assistance to health care activities and can extend to management services for facilities similar to Turning Points and programs and projects similar to the Programs. Turning Points agrees that such activities and functions of PHMC shall not constitute a violation of this Agreement or any obligations of PHMC to Turning Points, so long as PHMC does not engage in any activities during the term of this Agreement which cause PHMC to have an interest in direct conflict with the proper conduct and completion of the Programs and the performance of the Services under this Agreement.

12. **Applicable Law.** Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement.

13. **Further Assurances.** Each party shall, upon the reasonable request of the other party, take such action and execute and deliver such documents as may reasonably be necessary or appropriate to effectuate the terms of this Agreement and the transactions and relationship contemplated hereby.

14. **Assignments.** Neither party shall assign or transfer all or any portion of this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or transfer to the contrary shall be null and void and of no effect.

15. **Headings.** The paragraph headings of this Agreement are for convenience of reference and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

16. **Entire Agreement.** This Agreement contains the entire understanding between the parties, no other covenants or representations having induced either party to execute this Agreement. This Agreement may not be amended or modified in any manner, except by a written agreement duly executed by the party to be charged.

17. **Notices.** All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other address as party may, by notice, direct:

If to PHMC:

Richard J. Cohen, Ph.D., FACHE, President and CEO
Public Health Management Corporation
Centre Square East
1500 Market St.
Philadelphia, PA 19102

If to AGENCY NAME:

Michael Vogel, CEO
Turning Points for Children
415 S. 15th Street
Philadelphia, PA 19146

All notices shall be deemed as given when received, except that notice by first class mail shall be deemed as given on the second business day after the notice is mailed.

18. **Risk of Financial Change.** Should Turning Points have an extreme decrease of their financial condition during the Term, both parties hereto agree to renegotiate the terms contained herein.

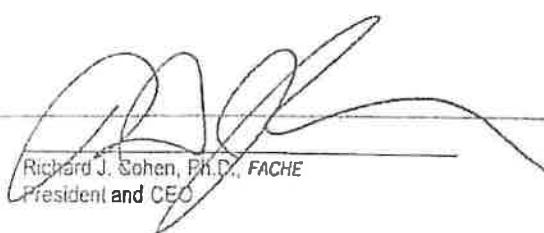
IN WITNESS THEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

(SEAL)

PUBLIC HEALTH MANAGEMENT CORPORATION

Attest: _____

By:



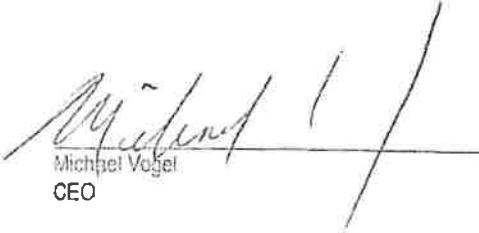
Richard J. Cohen, Ph.D., FACHE
President and CEO

(SEAL)

TURNING POINTS FOR CHILDREN

Attest: _____

By:



Michael Vogel
CEO

Public Health Management Corporation Statement of Work 2015 Affiliate Management Contracts [B=Basic, N=Needs/able]

Executive Management		Provide overall strategic leadership, direction and alignment between Turning Points for Children and PHMC		TP
1	Provide strategic support to affiliate	B		
2	Provide support related to Board development and training	B	+ 6	
3	Provide support to ensure adherence to By-Laws as written	B	+ 6	
4	Support the ongoing integration of Turning Points for Children as an affiliate of PHMC	B		
5	Provide legal counsel via our in-house legal counsel	B		
B	Maximize opportunities for funding and business development opportunities	B		
1	Assistance with Mergers and Affiliation Strategies and Execution	B		
2	Maximize opportunities for staff promotion and development	B		
3	Relationship development and management	B		
4	Provide support with executive recruitment and management	B		
C	Provide executive level support to Turning Points for Children	B		
1	Ensure quality, timely provision of customer service to affiliate	B		
2	Assistance with staff supervision as needed	B		
3	Support Board development	B		
4	Support to Senior level management	B		
		B		
A	General Ledger			
General ledger software implementation / setup / training		7/15		
2. General ledger software ongoing service (updates/maintenance/etc.)		7/15		
B	Payroll			
1. Payroll Software implementation / setup / training		N/A		
2. Payroll Software ongoing service (updates/maintenance/etc.)		B		
3. Complete yearly W-2s				
4. Complete yearly 1099 filings				
5. Process payroll to include processing labor distributions, deductions, tax reporting and other related services				
C	General Accounting / Reporting			
1. Prepare statements of financial position at corporate and fund levels		B		
2. Prepare statements of activities at corporate and fund levels				
3. Assess to existing accounting controls and processes in order to maximize efficiencies				
4. Complete bank reconciliations				
5. Process accounts payable				
6. Project cash flow needs, borrowing, monitor accounts receivable and schedule cash disbursements				
7. Produce expense reports and / or billings in order to fulfill funder requirements				
8. Prepare and track fixed assets inventory and schedules				
9. Provide day to day co-supervision of affiliate fiscal staff				
D	Budgeting			
1. Generate budgets for current and proposed programs		B		

		Provide fiscal management time to supervise fiscal staff efforts and to assist affiliate in developing corporate strategies and direction concerning budget	B
E	Contract processing	2 development negotiations, and budget allocations	N
F	Audit 990 / BCO	1 Provide multilevel contract review and administration to include signature buckling, mailing, and contract tracking.	N
G	Purchasing	1 Coordinate annual audit, prepare requested audit schedules, and prepare all audit financial statements 2 Prepare requested schedules for auditor's preparation of annual IRS Form 990 3 Prepare requested schedules for auditor's preparation of annual BCO reporting	N
H	Human Resources	1 Provide centralized purchasing services 2 Administration and/or review of insurance coverage and limits of liability 3 Coordinate general banking relationships	N
A	Timekeeping	1 Provide automated timekeeping provide leave of absence administration including FMLA	B
B	Hiring	1 Provide recruitment and staffing 2 Work with affiliate senior staff to develop job descriptions 3 Provide Job posting administration 4 Provide new hire orientation facilitation 5 Provide credentialing, background screenings	B
C	Compensation / Benefits	1 Compensation / Benefits 2 Provide compensation administration 3 Provide performance management 4 Provide benefit analysis	B
D	General Human Resource Services	1 Provide administration of (PHMC or Affiliate's) employee benefits, including enrollment and COBRA Provide overall HR strategic support	B
E	Program Development and Fundraising	1 Provide unemployment compensation administration, including heating prep and appearances 2 Provide complex staff transition management 3 Provide general HR strategy support 4 Provide employee safety and risk administration 5 Provide assessment and implementation of (PHMC or Affiliate's) Human Resources Personnel Policies 6 Provide employee relations and engagement 7 Audit preparation 8 Provide HR training and education 9 Provide exit interviews 10 Provide provision of HR liaison services with affiliate 11 Provide oversight of employment practices, such as claims of discrimination, etc.	B

A Promote Program Collaboration

1. Assist in new program development focused on cross-program/affiliate projects	B			
2. Support cultivation of relationships across affiliates in order to expand potential funding resources	B			
3. Research potential new program partners	B			
4. Set up meetings with potential program partners and affiliates	B			
B Fundraising				
1. Research potential grant opportunities	B			
2. Meet with affiliate to discuss and strategize potential grant opportunities	B			
3. Provide project management services for grant writing	B			
4. Assist in creation and implementation of development plan	B			
5. Provide periodic progress reports to affiliate staff members as needed	N			
6. Support the development of a strategic funding plan	N			
7. Work to develop and maintain relationships with funders and PHMC management	N			
A Alignment Activities				
Marketing and Communications				
1. Announcement communications - strategy, materials development, internal/external communications, events, media relations	N/A			
2. High-level strategic communications planning, i.e., how affiliate fits into PHMC's story	B			
3. Co-branding strategy, logo and brand guide creation	N/A			
4. General consultation on communications/marketing plan and approach	B			
B General Communications Activities				
Integration of affiliate news into PHMC channels - PHMC.org, Matrix, Intranet, Public Health Directions, Annual Report, PR, Social Media, Annual Meeting/other events, etc.	B			
2. Website stabilization management and maintenance (not including upgrade/migration/new versions)	B			
Media relations - high-level media relations as part of PHMC family, reactive media relations and crisis communications. Coordination of all PR activities with PHMC	B			
C Ongoing Marketing Communications				
1. Media relations - proactive PR outreach to support affiliate's specific needs, often programmatic or event based	Coordination of all PR activities with N/A			
2. Marketing/communications plan development	B			
3. Website development	N			
4. Graphic design - web and print	N			
5. Copyediting	N			
6. Strategic communications planning and/or marketing plan development	N			
7. Event planning and management	N			
8. Ad development	N			
9. Signage design and coordination	N			
10. Social media	N			
Quality				
A Pre-planning and Due Diligence (This section not necessary for on boarded affiliates)				
1. Review scope of service, licenses, and accreditations				
2. Review Quality Staff complement, role, responsibilities and qualifications				
3. Review process for external audit/survey prep.				
4. Review process for ensuring safety to participants				
5. Review process for compliance audits				
6. Review past licensing, funder, and accreditation inspection summaries for potential or realized risks. (basic)				

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Case ID: 230701525

7	Verified with program.			
8	Recommend the number of FTEs needed; or			
9	Determine whether TQM would be able to absorb responsibilities; or			
10	Recommended further exploration, based on quality concerns discovered during the due diligence phase.			
B	Continuous Quality Improvement (CQI)			
1	Develop, in partnership with program quality indicators, dashboard	N		
2a	Implement CQI team and develop agenda	N		
2b	Train team on CQI process and rapid cycle improvement	N		
2c	Implement rapid cycle improvement process and provide ongoing support	N		
3	Annual evaluation/revision of CQI process/indicators	N		
C	Regulatory Oversight			
1	Develop, update, and maintain ongoing audit monitoring tools for each funder/regulatory agency			
2	Compile pre-audit inspection and provide a priority focus list for successful audit. It is the expectation that external audit findings and responses will be sent to TQM			
3	Complete continuous survey readiness on an ongoing basis using the above tools, providing feedback to program			
4	Provide monitoring audit findings to program and obtain corrective action of internal audits.			
5	Train program staff on audit tools, process, and expectations			
6	Provide support and guidance in policy development in relation to regulatory compliance			
D	Risk Management			
1	Provide annual risk assessment and monitor the corrective action plans			
2	Train staff on the incident reporting model used at PHMC			
3	Monitor incidents			
4	Track incidents reported within 24 hours and report back to the program			
5	Report incident trends, participant grievances, and root cause analysis to the Risk Management Committee and programs			
6	Conduct focused reviews on trends noted			
7	Conduct Root Cause Analysis (RCAs) or investigation on egregious events.			
8	...If RCA or investigation is completed by program staff (not by TQM), then the program will send the results and follow-up information to TQM for monitoring			
E	Financial Audits (Compliance)			
1	Develop, in partnership with program financial indicators, ensuring compliance between documentation and billing.			
2	Conduct review based on findings or concerns			
3	Conduct quarterly financial audits and report findings to the program and Managing Director.			
4	Perform pre-survey financial audits in advance of regulatory agency audits			
5	Report results of financial audits to PHMC leadership and Program Directors?			
G	Government Relations			
H	Services outside of management contract:			
I	Information Systems			

Services outside of management contract:

Information Systems

Case ID: 230701525

1	Remote Helpdesk Support	B
2	Onsite Technical Support	B
3	Server Infrastructure Monitoring and Support (only with MPLS integration)	B
4	Switching and Routing Support	B
5	Operating System Updates and selected third party updates (only with MPLS integration)	B
6	Managed Antivirus, Application and Support	B
7	Hardware & Software Procurement	B
8	Mobile Device Technologies	B
9	Internet Services	B
10	MFD Consolidation	B
11	Industry Research and Consulting	B
12	Application Consulting	B
13	Technical Consulting	B
14	Integration Consulting	B
15	Tactical Project Management	B
16	Managed Backup Services	B
	a. Basic Backup assessment and monitoring of non-PHMC service	
	b. PHMC backup solution configuration, monitoring, maintenance and storage	B
17	Managed Email Filtering	N
	a. PHMC hosted email services mail filtering	
	b. Separate mail host email filtering services, maintenance and monitoring	B
18	Datacenter Management and Integration	N
19	VoIP Phone System Integration	N
20	Managed Website and Content Filtering	N
21	Encrypted Email Services	N
22	Electronic Faxing	N
23	Security Audit/Analysis and Technical Risk Assessments	N
	UF - Computer user fees are charged as a direct costs outside of the management contract at a rate per FTE.	
<u>Real Estate & Facilities</u>		
1	Real estate Consulting Acquisitions/Dispositions	
2	Lease Administration: Manage renewals, options, landlord communications	
3	Project Management: Programming, design, construction, furnishings, close out	B
4	Security Services Consulting: Review Security Systems & Contracts, Manage Security Projects	B
5	Facilities Management Consulting: Standardize Maintenance Contracts (lawn care, extermination, cleaning, etc), Supply Master	B
6	Provide overall real estate strategic support	N
<u>Center for Data Innovation/Research & Evaluation</u>		
1	Assist with developing and measuring key program outcomes to improve service delivery and demonstrate program impact	
2	Use PHMC's Community Health Data Base to identify unmet need and to provide a description of the populations or neighborhoods where your program resides to help to enhance program reach	
3	Assist with analyzing existing data, including quantitative and qualitative data already gathered by your programs	
4	Assist with developing data collection instruments and with collecting information in the most cost effective way	

5. Conduct independent focus groups with clients, consumers, and key stakeholders			
6. Create interactive on-line maps for external users, including clients and funders			
7. Create maps for use by program staff, helping to build understanding of the communities and populations being served and gaps in services			
8. Develop program logic models to inform program activities and enhance program performance			
9. Work in partnership to identify new funding opportunities and pursue grants and contracts			
10. Design and/or implement surveys using on-line tools (e.g., survey monkey), phone surveys, computer-assisted surveys, paper/pencil surveys			
11. Evaluate evidence-based practices, including implementation, adherence, impact			
12. Assist with publishing findings in the peer-reviewed literature, prepare briefs or other data-driven reports			
13. Conduct literature reviews synthesizing information needed for grant proposals or to inform program design			
Legal Consultation			
1. Negotiate, write and execute agreements and contracts.			
2. Provide legal support for real estate negotiation and review.			
3. Assist with legal review, negotiation and drafting of loan documentation			
4. Support general legal needs in-house and with external legal counsel.			
5. Act as a liaison with landlords on an as-needed basis.			
6. Explain legal language			
7. Research unique legal issues impacting organization by identifying applicable statutes, codes, judicial decisions.			
8. Perform pre-litigation work to minimize risks and maximize legal rights.			
9. Advise on contract status, legal risks and business terms of various deals.			
Information Systems			
1. Offer counsel on a variety of legal issues.			
2. Programming			
3. Software design, Data exchange, Systems analysis, Healthcare Information Technology, Facilities projects			
4. Billing support			

EXHIBIT “L”

PHILADELPHIA OFFICE

*One Penn Center
1617 John F. Kennedy Boulevard
Suite 1010
Philadelphia, PA 19103
(215) 564-6688 Fax: (215) 564-2526*

Mark G. Giannotti

Member PA Bar
(215) 832-4270

MGiannotti@moodklaw.com

September 25, 2020

VIA REGULAR AND ELECTRONIC MAIL

Kimberly McCarthy, Claims Supervisor
Philadelphia Insurance Companies
PO Box 950
Bala Cynwyd, PA 19004
Kimberly.McCarthy@PHLY.com

**RE: S.E., a minor, by Guardian Ad Litem Kristen L. Behrens, Esquire and
C.C., a minor by Guardian Ad Litem Suzanne N. Pritchard, Esquire v.
Public Health Management Corporation, et al.
Philadelphia County CCP #19-11-0738
Our File No.: 1977-107442
ANI Claim No.: 566650
PIIC Claim No.: 1292625**

RENEWAL OF DEMAND FOR DEFENSE AND INDEMNIFICATION

Dear Ms. McCarthy:

Please allow this correspondence to serve as a response to your July 20, 2020 correspondence whereby Philadelphia Indemnity and Insurance Company (PIIC) denied Public Health Management Corporation's (PHMC) demand for defense and indemnification. PHMC hereby renews its demand for defense and indemnification pursuant to the July 1, 2015 Contractual Agreement Between Public Health Management Corporation And Turning Points For Children ("Turning Points"). (See "Agreement," enclosed).

According to your July 20, 2020 correspondence, PIIC denied PHMC's tender for the following reasons: 1) PHMC was not a named or additional insured on PIIC's primary policy; 2) Plaintiffs' assert a cause of action against PHMC in Counts I and II of their Complaint; and 3) SPAM coverage on the PIIC policy excludes any obligations for coverage based upon a contractual relationship.

Regarding the first basis cited, while PHMC may not be named or additional insured on PIIC's primary policy, Turning Points was contractually obligated to maintain general public liability insurance. Turning Points was also required to name PHMC a co-insured under its policies. (See Agreement, ¶ 7). And although we have requested a copy of Turning Points' policy, it has not been provided. As such, we have not been afforded an opportunity to review

Pittsburgh Pennsylvania	Cherry Hill New Jersey	New York New York	Westchester County New York	Wilmington Delaware	Towson Maryland
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MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

September 25, 2020

Page 2

the terms, provisions, and exclusions set forth therein. Regardless, PHMC renews its demand for indemnification and defense pursuant to the terms of its Agreement with Turning Points.

And while Plaintiffs' may have asserted a cause of action against PHMC in Counts I and II of their First Amended Complaint (attached), each count contains overly broad, generalized allegations of negligence against *all* defendants collectively. Plaintiffs do not raise any specific allegations against PHMC. And, although broadly stated, the factual basis for these allegations are such that Plaintiffs complain that their injuries were caused by a failure to provide adequate case management services, none of which are provided by PHMC.

Turning Points obligations under the Agreement are clear. Turning Points is required to

“[D]efend, indemnify, and hold harmless, PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities...”

There is absolutely no factual support for the conclusion that Plaintiffs' damages were caused by PHMC's conduct, whether it be negligent, intentional, or otherwise. PHMC provides administrative support services to Turning Points. PHMC provided no services whatsoever to Plaintiffs. As such, PHMC is entitled to a defense and indemnification from Turning Points and continues to demand same pursuant to the Agreement.

PIIC has also denied PHMC's tender claiming an exclusion under Turning Points' SPAM Coverage. Rather than responding to an excerpt, PHMC hereby renews its request for a full copy of the underlying PIIC policy, which remains material and relevant to PHMC's Cross-claim for breach of contract. Pending its production, PHMC hereby renews its demand for defense and indemnification pursuant to the terms of the Agreement.

**MARKS, O'NEILL, O'BRIEN,
DOHERTY & KELLY, P.C.**

/s/ *Mark G. Giannotti*
Dawn C. Doherty, Esquire
Mark G. Giannotti, Esquire

cc: Dawn Kagan (w/enclosure, via email)
Joseph McHale, Esquire (w/enclosure, via email)
Daniel Radich, Esquire (w/enclosure, via email)
Penelope Cilluffo, Esquire (w/enclosure, via email)

596/R

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PUBLIC HEALTH MANAGEMENT CORPORATION
AND
Turning Points for Children**

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3. Exclusion of Executive and Management Authority. This Agreement and the activities of PHMC hereunder are not intended and shall not be construed to relieve the Board, officers or management of Turning Points of any authority, duties or responsibilities.

4. Consideration

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This amount is payable as follows:

- (i) For all Services and amounts, PHMC shall submit to Turning Points monthly statements stating the general nature of the Services performed, the hours expended and the amount due for the month to which the statement applies. The statements shall be consistent with the FY15 Management budget and in such form as PHMC may reasonably determine. Turning Points shall pay the amount of each statement in full within fourteen (14) days after the statement is given;

Advance Funding of Operating Expenses and Costs. Due to Turning Point's status as a wholly owned non-profit membership corporation with PHMC as the sole member, PHMC will at times fund in advance a variety of Turning Point's on-going operating expenses and costs. Such advance funding will be made at PHMC's discretion and is limited to payments for approved eligible program and operating expenses as determined by various governmental and contract budgets and payment arrangements. This facility is further limited by PHMC's ability to borrow or otherwise secure funds. PHMC will submit to Turning Points a monthly statement indicating amount of funds advanced and purpose and nature of such advances. Also, PHMC will directly apply as payments or pay downs towards such advances all governmental and other funds received on behalf of Turning Points. PHMC will charge Turning Points a finance charge consistent with PHMC's current borrowing arrangement under its Line of Credit and will credit Turning Points based upon current bank Earnings Credit Rate provided to PHMC.

5. Performance. PHMC shall use reasonable efforts to perform the Services, with a view to assisting Turning Points in the proper and efficient conduct and operation of the Programs; provided that PHMC does not in any manner guarantee or warrant any aspect of the conduct or course of or completion of any Programs. Turning Points acknowledges that PHMC is not responsible for the success or failure of all or any portion of Turning Point's business.

6. Warranties

A. Turning Points represents and warrants to PHMC that: (1) it has and will comply in all respects with all requirements of the grants and all other requirements of any other governmental agency with respect to the operation of the Programs funded or governed by an agency; (2) it has obtained and will maintain in full force and effect all licenses, permits, and approvals required for the operation of its businesses and the conduct of the Programs; (3) it has conducted and will conduct the Programs in compliance with all applicable federal, state, and local laws, regulations, and ordinances, and (4) all financial statements and information delivered or provided by it to PHMC will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and the financial position of Turning Points during the periods covered.

B. PHMC represents and warrants to Turning Points that all financial statements and information delivered or provided by PHMC to Turning Points will be true, correct, and complete; will be prepared in accordance with generally accepted accounting practices consistently applied; and will accurately present the results of operations and financial position during the periods covered.

7. Insurance. Throughout the terms of this Agreement, Turning Points shall maintain in full force and effect general public liability and property insurance and other insurance, with reputable insurance companies and reasonable limits of liability and terms, consistent with prudent practices in the trade for activities in the nature of the Programs. Turning Points shall, upon PHMC's reasonable request, cause PHMC to be named a co-insured under such insurance policies and cause the policies to provide that they may not be canceled or terminated without at least ten (10) days advance written notice of cancellation or termination to PHMC.

8. Term. The term of this Agreement shall be from July 1, 2015 to June 30, 2016 provided the parties may extend this Agreement for such a period and under such terms as they deem appropriate by a written agreement or instrument executed by both parties..

9. Termination

A. Either party may terminate this Letter of Agreement, effective thirty working days after giving written notice of termination if the other party breaches any provision of this Letter of Agreement in any material respect and fails to rectify such breach within ten (10) days after written notice thereof. Termination of this Letter of Agreement by either party may also occur fourteen days (14) after receipt of written notice of termination. In the event of termination, Turning Points shall pay PHMC for services performed prior to the effective date of termination and non-cancelable obligations.

B. Upon termination of this Agreement for any reason, each party shall have and may exercise all remedies available to it under applicable law, with no remedy being exclusive and all remedies being cumulative.

10. Indemnification. Turning Points shall defend, indemnify, and hold harmless PHMC from and against any and all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of any kind and nature whatsoever, including reasonable attorneys' fees, incurred by PHMC arising out of or in connection with any aspect of Turning Point's businesses and activities, including without limitations any aspects of the Programs, except to the extent actually caused by PHMC's negligence or intentional misconduct.

11. Outside PHMC Activities. Turning Points acknowledges that PHMC's regular functions include management of and assistance to health care activities and can extend to management services for facilities similar to Turning Points and programs and projects similar to the Programs. Turning Points agrees that such activities and functions of PHMC shall not constitute a violation of this Agreement or any obligations of PHMC to Turning Points, so long as PHMC does not engage in any activities during the term of this Agreement which cause PHMC to have an interest in direct conflict with the proper conduct and completion of the Programs and the performance of the Services under this Agreement.

12. Applicable Law. Pennsylvania shall govern the validity, construction, interpretation, and effect of this Agreement.

13. Further Assurances. Each party shall, upon the reasonable request of the other party, take such action and execute and deliver such documents as may reasonably be necessary or appropriate to effectuate the terms of this Agreement and the transactions and relationship contemplated hereby.

14. Assignments. Neither party shall assign or transfer all or any portion of this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other party, and any attempted assignment or transfer to the contrary shall be null and void and of no effect.

15. Headings. The paragraph headings of this Agreement are for convenience of reference and do not form a part of the terms and conditions of this Agreement or give full notice thereof.

16. Entire Agreement. This Agreement contains the entire understanding between the parties, no other covenants or representations having induced either party to execute this Agreement. This Agreement may not be amended or modified in any manner, except by a written agreement duly executed by the party to be charged.

17. Notices. All notices, statements and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given only if personally delivered, mailed by registered, certified or first class mail, transmitted by a reputable express courier service or transmitted by telecopier and confirmed by first class mail within 24 hours to the party to receive notice at the following addresses, or at such other address as party may, by notice, direct:

If to PHMC:

Richard J. Cohen, Ph.D., FACHE, President and CEO
Public Health Management Corporation
Centre Square East
1500 Market St.
Philadelphia, PA 19102

If to AGENCY NAME:

Michael Vogel, CEO
Turning Points for Children
415 S. 15th Street
Philadelphia, PA 19146

All notices shall be deemed as given when received, except that notice by first class mail shall be deemed as given on the second business day after the notice is mailed.

18. **Risk of Financial Change:** Should Turning Points have an extreme decrease of their financial condition during the Term, both parties hereto agree to renegotiate the terms contained herein.

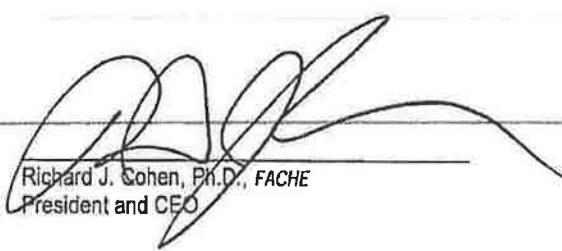
IN WITNESS THEREOF, the parties have executed this Agreement, under seal, the day and year first above written.

(SEAL)

PUBLIC HEALTH MANAGEMENT CORPORATION

Attest: _____

By:



Richard J. Cohen, Ph.D., FACHE
President and CEO

(SEAL)

TURNING POINTS FOR CHILDREN

Attest: _____

By:



Michael Vogel
CEO

Public Health Management Corporation Statement of Work 2016 Affiliate Management Contracts (B=Basic, N=Negotiable)			
			TP
Executive Management	A	Provide overall strategic leadership, direction and alignment between Turning Points for Children and PHMC	B
	1	Provide strategic support to affiliate	B
	2	Provide support related to Board development and training	B
	3	Provide support to ensure adherence to Bylaws as written	B
	4	Support the on-going integration of Turning Points for Children as an affiliate of PHMC	B
	5	Provide legal counsel via our in-house legal counsel	B
	B	Maximize opportunities for funding and business development opportunities	B
	1	Assistance with Mergers and Affiliation Strategies and Execution	B
	2	Maximize opportunities for staff promotion and development	B
	3	Relationship development and management	B
	4	Provide support with executive transition, recruitment and management	B
	C	Provide executive level support to Turning Points for Children	B
	1	Ensure quality, timely provision of customer service to affiliate	B
	2	Assistance with staff supervision as needed	B
	3	Support Board development	B
	4	Support to Senior level management	B
Fiscal Management	A	General Ledger	N/A
	1	General ledger software implementation / setup / training	7/15
	2	General ledger software ongoing service (updates/maintenance/etc.)	7/15
	B	Payroll	N/A
	1	Payroll Software implementation /setup / training	
	2	Payroll Software ongoing service (updates/maintenance/etc.)	
	3	Complete yearly W-2's	B
	4	Completes yearly 1099 filings	B
	5	Process payroll to include processing labor distributions, deductions, tax reporting and other related services	B
	C	General Accounting / Reporting	N
	1	Prepare statements of financial position at corporate and fund levels	N
	2	Prepare statements of activities at corporate and fund levels	N
	3	Assess to existing accounting controls and processes in order to maximize efficiencies	N
	4	Complete bank reconciliations	N
	5	Process accounts payable	N
	6	Project cash flow needs, borrowing, monitor accounts receivable and schedule cash disbursements.	N
	7	Produce expense reports and / or billings in order to fulfill funder requirements	N
	8	Prepare and track fixed assets inventory and schedules.	N
	9	Provide day to day co-supervision of affiliate fiscal staff.	B
	10	Provide borrowing capacity, financial and capital strategy support	B
	D	Budgeting	N
	1	Generate budgets for current and proposed programs	

	Provide fiscal management time to supervise fiscal staff efforts and to assist affiliate in developing corporate strategies and direction concerning budget	B
E	development, negotiations, and budget allocations	
E	Contract processing	N
F	1 Provide multilevel contract review and administration to include signature bucking, mailing, and contract tracking.	
F	Audit / 990 / BCO	
	1 Coordinate annual audit, prepare requested audit schedules, and prepare all audit financial statements	N
	2 Prepare requested schedules for auditor's preparation of annual IRS Form 990	N
	3 Prepare requested schedules for auditor's preparation of annual BCO reporting	N
G	Purchasing	
	1 Provide centralized purchasing services	B
	2 Administration and/or review of insurance coverage and limits of liability	B
	3 Coordinate general banking relationships	B
Human Resources		
A	Timekeeping	
	1 Provide automated timekeeping	B
	2 Provide leave of absence administration including FMLA	B
B	Hiring	
	1 Provide recruitment and staffing	N
	2 Work with affiliate senior staff to develop job descriptions	B
	3 Provide Job posting administration	B
	4 Provide new hire orientation facilitation	B
	5 Provide credentialing, background screenings	B
C	Compensation / Benefits	
	1 Provide compensation administration	B
	2 Provide performance management	B
	3 Provide benefit analysis	B
	4 Provide administration of (PHMC or Affiliate's) employee benefits, including enrollment and COBRA	B
D	General Human Resource Services	
	Provide overall HR strategic support	
	1 Provide unemployment compensation administration, including hearing prep and appearances	B
	2 Provide complex staff transition management	B
	3 Provide general HR strategy support	B
	4 Provide employee safety and risk administration	B
	5 Provide assessment and implementation of (PHMC or Affiliate's) Human Resources Personnel Policies	B
	6 Provide employee relations and engagement	B
	7 Audit preparation	B
	8 Provide HR training and education	B
	9 Provide exit interviews	B
	10 Provide provision of HR liaison services with affiliate	B
	11 Provide oversight of employment practices, such as claims of discrimination, etc.	B
Program Development and Fundraising		
A	Promote Program Collaboration	

Case ID: 230701525

1 Assist in new program development focused on cross-program/affiliate projects	B		
2 Support cultivation of relationships across affiliates in order to expand potential funding resources	B		
3 Research potential new program partners	B		
4 Set up meetings with potential program partners and affiliates	B		
B Fundraising			
1 Research potential grant opportunities	B		
2 Meet with affiliate to discuss and strategize potential grant opportunities	B		
3 Provide project management services for grant writing	B		
4 Assist in creation and implementation of development plan	N		
5 Provide periodic progress reports to affiliate staff members as needed	N		
6 Support the development of a strategic funding plan	N		
7 Work to develop and maintain relationships with funders and PHMC management	B		
A Alignment Activities			
Marketing and Communications			
1 Announcement communications - strategy, materials development, internal/external communications, events media relations	N/A		
2 High-level strategic communications planning, i.e. how affiliate fits into PHMC's story	B		
3 Co-branding strategy, logo and brand guide creation	N/A		
4 General consultation on communications/marketing plan and approach	B		
B General Communications Activities			
Integration of affiliate news into PHMC channels - PHMC.org, Matrix, Intranet, Public Health Directions, Annual Report, PRR, Social Media, Annual Meeting/other events, etc.	B		
2 Website stabilization: management and maintenance (not including upgrade/migration/new versions)	B		
Media relations - high-level media relations as part of PHMC family; reactive media relations and crisis communications. Coordination of all PR activities with PHMC.	B		
C Ongoing Marketing Communications			
Media relations - proactive PR outreach to support affiliate's specific needs, often programmatic or event based. Coordination of all PR activities with PHMC.	N		
1 PHMC.			
2 Marketing/communications plan development	N		
3 Website development	N		
4 Graphic design - web and print	N		
5 Copyediting	N		
6 Strategic communications planning and/or marketing plan development	N		
7 Event planning and management	N		
8 Ad development	N		
9 Signage design and coordination	N		
10 Social media	N		
A Pre-planning and Due Diligence (This section not necessary for on boarded affiliates)			
1 Review scope of service, licenses, and accreditations			
2 Review Quality Staff complement, role, responsibilities and qualifications			
3 Review process for external audit/survey prep.			
4 Review process of ensuring safety to participants.			
5 Review process for compliance audits.			
6 Review past licensing, funder, and accreditation inspection summaries for potential or realized risks. (basic)			
Quality			

7	verified with program.						
8	Recommend the number of FTEs needed; or						
9	Determine whether TQM would be able to absorb responsibilities; or						
10	Recommended further exploration, based on quality concerns discovered during the due diligence phase.						
B	Continuous Quality Improvement (CQI)						
1	Develop, in partnership with program quality indicators; dashboard	N					
2a	Implement CQI team and develop agenda	N					
2b	Train team on CQI process and rapid cycle improvement	N					
2c	Implement rapid cycle improvement process and provide ongoing support	N					
3	Annual evaluation/revision of CQI process/indicators	N					
C	Regulatory Oversight						
1	Develop, update, and maintain ongoing audit monitoring tools for each funder/regulatory agency.	B					
	Complete pre-audit inspection and provide a priority focus list for successful audit. It is the expectation that external audit findings and responses will be sent to TQM.	B					
3	Complete continuous survey readiness on an ongoing basis using the above tools, providing feedback to program.	B					
4	Provide monitoring audit findings to program and obtain corrective action of internal audits.	B					
5	Train program staff on audit tools, process, and expectations	B					
6	Provide support and guidance in policy development in relation to regulatory compliance	N					
D	Risk Management						
1	Provide annual risk assessment and monitor the corrective action plans	B					
2	Train staff on the incident reporting model used at PHMC	B					
3	Monitor incidents	B					
4	Track incidents reported within 24 hours and report back to the program.	B					
5	Report incident trends, participant grievances, and root cause analysis to the Risk Management Committee and programs	B					
6	Conduct focused reviews on trends noted.	B					
7	Conduct Root Cause Analysis (RCAs) or investigation on egregious events.	B					
	***If RCA or investigation is completed by program staff (not by TQM), then the program will send the results and follow-up information to TQM for monitoring	B					
8	Monitor participant grievances and oversee the resulting corrective action plans.	B					
E	Financial Audits (Compliance)						
1	Develop, in partnership with program financial indicators, ensuring compliance between documentation and billing.	B					
2	Conduct focused review based on findings or concerns	B					
3	Conduct quarterly financial audits and report findings to the program and Managing Director.	B					
4	Perform pre-survey financial audits in advance of regulatory agency audits	B					
5	Report results of financial audits to PHMC leadership and Program Directors?	B					
F	Government Relations						
	Services outside of management contract:						
	Information Systems						

1	Remote Helpdesk Support	B
2	Onsite Technical Support	B
3	Server Infrastructure Monitoring and Support (only with MPLS integration)	B
4	Switching and Routing Support	B
5	Operating System Updates and selected third party updates (only with MPLS integration)	B
6	Managed Antivirus Application and Support	B
7	Hardware & Software Procurement	B
8	Mobile Device Technologies	B
9	Internet Services	B
10	MFD Consolidation	B
11	Industry Research and Consulting	B
12	Application Consulting	B
13	Technical Consulting	B
14	Integration Consulting	B
15	Technical Project Management	B
16	Managed Backup Services	B
	a. Basic Backup assessment and monitoring of non-PHMC service	B
	b. PHMC backup solution configuration, monitoring, maintenance and storage	N
17	Managed Email Filtering	B
	a. PHMC hosted email services mail filtering	B
	b. Separate mail host email filtering services, maintenance and monitoring	N
18	Datacenter Management and Integration	N
19	VoIP Phone System Integration	N
20	Managed Website and Content Filtering	N
21	Encrypted Email Services	N
22	Electronic Faxing	N
23	Security Audit/Analysis and Technical Risk Assessments	N
UF - Computer user fees are charged as a direct costs outside of the management contract at a rate per FTE.		
Real Estate & Facilities		
1	Real estate Consulting: Acquisitions/Dispositions	B
2	Lease Administration: Manage renewals, options, landlord communications	B
3	Project Management: Programming, design, construction, furnishings, close out	B
4	Security Services Consulting: Review Security Systems & Contracts, Manage Security Projects	B
5	Facilities Management Consulting: Standardize Maintenance Contracts (lawn care, extermination, cleaning, etc), Supply Master Contractors List with negotiated pricing (Electric, HVAC, Carpentry, ...)	B
6	Provide overall real estate strategic support	N
Center for Data Innovation/Research & Evaluation		
1	Assist with developing and measuring key program outcomes to improve service delivery and demonstrate program impact	
2	Use PHMC's Community Health Data Base to identify unmet need and to provide a description of the populations or neighborhoods where your program resides to help to enhance program reach	
3	Assist with analyzing existing data, including quantitative and qualitative data already gathered by your programs	
4	Assist with developing data collection instruments and with collecting information in the most cost effective way	

5	Conduct independent focus groups with clients, consumers, and key stakeholders
6	Create interactive on-line maps for external users, including clients and funders
7	Create maps for use by program staff, helping to build understanding of the communities and populations being served and gaps in services
8	Develop program logic models to inform program activities and enhance program performance
9	Work in partnership to identify new funding opportunities and pursue grants and contracts
10	Design and/or implement surveys using on-line tools (e.g., survey monkey), phone surveys, computer-assisted surveys, paper/pencil surveys
11	Evaluate evidence-based practices, including implementation, adherence, impact
12	Assist with publishing findings in the peer-reviewed literature; prepare briefs or other data-driven reports
13	Conduct literature reviews synthesizing information needed for grant proposals or to inform program design
Legal Consultation	
1	Negotiate, write and execute agreements and contracts.
2	Provide legal support for real estate negotiation and review.
3	Assist with legal review, negotiation and drafting of loan documentation.
4	Support general legal needs in-house and with external legal counsel.
5	Act as a liaison with landlords on an as-needed basis.
6	Explain legal language.
7	Research unique legal issues impacting organization by identifying applicable statutes, codes, judicial decisions.
8	Perform pre-litigation work to minimize risks and maximize legal rights.
9	Advise on contract status, legal risks and business terms of various deals.
Information Systems	
1	Offer counsel on a variety of legal issues.
2	Programming
3	Software design, Data exchange, Systems analysis, Healthcare Information Technology, Facilities projects
4	Billing support

EXHIBIT “M”



PO Box 950, Bala Cynwyd, PA 19004
Phone: 800.765.9749 • Fax: 800.685.9238
www.phly.com

Kimberly McCarthy
Claims Supervisor
Direct Dial: 610-538-2691
Kimberly.McCarthy@PHLY.com

November 6, 2020

Mark Gianotti, Esquire
Marks, O'Neill, O'Brien, Doherty and Kelly, P.C.
One Penn Center
1617 J.F.K. Blvd, Suite 1010
Philadelphia, PA 19103
(Via email: mgiannotti@moodklaw.com)

RE: PIIC Insured: Turning Points for Children.
PIIC Claim No.: 1292625
ANI Claim No.: 566650
Claimants: E.M.H., S.E. and C.C.

Dear Mr. Gianotti,

On September 22, 2020 you issued a letter seeking to tender the defense and indemnity of Public Health Management Corp. ("PHMC") in the E.M.H lawsuit, to Philadelphia Indemnity and Insurance Company ("PIIC"). Please be advised that, although the letter is titled: "Second Notice of Demand for Defense and Indemnification", this is, in fact, the first letter sent to PIIC for consideration. Any prior correspondence on this lawsuit was likely sent to counsel for Beazley Ins. Co., which has since disclaimed coverage and withdrawn its defense in this suit. PIIC has picked up the defense of Turning Points for Children ("TPC") in the lawsuit which is the subject of the September 22, 2020 PMHC letter.

In addition, PIIC received a letter dated September 25, 2020, responding to a denial of tender of PHMC in the C.C./S.E. lawsuit, in which the demand for defense and indemnification of PHMC was renewed.

PIIC's coverage position is unchanged from that expressed by letter in July 2020. PHMC is not an insured on the TPC policy and, therefore, PIIC has no obligation to defend or indemnify PHMC in either lawsuit. As such, PIIC hereby denies PHMC's tenders in both the E.M.H and C.C./S.E. lawsuits.

The Lawsuits

The Lawsuits are both filed in the Philadelphia Court of Common Pleas and involve allegations made by related children who were allegedly abused, molested and raped by their father, over a period of years. The sexual abuse was exposed by Plaintiff, E.M.H, in August 2017. None of the three minor plaintiffs were under the care, custody, control or supervision of TPC when the abuse was reported. However, the pleadings allege that the abuse had occurred for years before it was reported. According to the pleadings, C.C. and S.E were under the care and supervision of TPC from April 2016- February 2017 and, during that time, were being sexually abused. The E.M.H Amended Complaint asserts that, in July 2016 she was "allowed to reside full time in the home of her family member, Cearia Elliott, where her father lived, with no objections or concerns raised at the time by CVCA or the Turning Points Defendants." (Am. Comp. para. 39). Both of the lawsuits assert causes of action for Negligence and NIED as to TPC and PHMC.

Coverage

Given that there are allegations of sexual abuse against TPC during the PIIC policy period, PIIC accepted the defense of TPC, subject to a reservation of rights. The lawsuits trigger the Sexual Abuse and Molestation Vicarious Liability Coverage Form ("SPAM") on the policy issued to TPC. Pursuant to the SPAM coverage form, the earliest date of alleged incident/injury for which the insured may be liable is the date used for determining the appropriate policy period. As such, the lawsuits are being handled under the primary policy PHPK 1360462, effective from 7/7/2015-7/7/2016, and the umbrella policy number PHUB 506242, with the same effective dates as the primary policy.

As stated in prior correspondence regarding PHMC's tender in the C.C./S.E lawsuit, PIIC has no obligation to assume the defense or indemnity of any entity which is based solely on contract. Of note, PHMC is NOT an insured on the TPC policy. Copied below is the SPAM coverage form, in its entirety, for ease of reference. In addition, a copy of the full policy (with premiums redacted) is attached. As we discussed recently via email, please send me PHMC's relevant policies as well.

SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM OCCURRENCE PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS.**

SECTION I - COVERAGE SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured is legally obligated to pay as "damages" because of "bodily injury" to which this insurance applies, if the insured is alleged to be liable for another person's "abusive conduct", by reason of :

- (1) the negligent:

- (a) employment;
 - (b) selection;
 - (c) investigation;
 - (d) supervision;
 - (e) reporting to the proper authorities, or failure to so report; or
 - (f) retention; of any "employee", volunteer or any other person or persons for whom the insured is or ever was legally responsible; or

- (2) the negligent:

- (a) design;
 - (b) control;
 - (c) maintenance;
 - (d) supervision;
 - (e) inspection; or
 - (f) investigation of prospective tenants; of your premises, premises in your control or premises you have leased to another; or
- (3) the negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of the "abusive conduct".

Subject to the above provisions, we have the right and duty to defend any "suit" seeking "damages" because of another person's "abusive conduct". However, we have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "abusive conduct" and settle any claim or "suit" that may result. But

- (a) The amount we will pay for "damages" as described in (Section III) **LIMIT OF INSURANCE**; and
- (b) Our right and duty to defend end when we have used up our applicable limit of insurance in the payment of "damages".

We will pay, with respect to any claim or "suit" we defend, any "defense costs" we incur. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **ADDITIONAL POLICY BENEFITS**.

b. This insurance applies to "damages" because of "bodily injury" only if:

- (1) The "bodily injury" is caused by "abusive conduct" that takes place in the "coverage territory";
- (2) The "bodily injury" occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Liability assumed by the insured under any contract or agreement.
- b. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. Any claim arising out of matters which may be deemed uninsurable.
- d. Any claim made against an insured by another insured except a claim made by an insured who is an "employee", subject to exclusion (e.) below.
- e. Any claim made by or on behalf of your "employee" except in the limited instance where that "employee" is also your client and receiving services falling within the official scope of the services which you provide and the claim arises out of the provision of these services.

- f. To criminal defense costs associated with a criminal trial including appeals.
- g. To the molestation of any person by the named insured or family member of the named insured which predates the inception of this policy and continues into the policy period.

ADDITIONAL POLICY BENEFITS

EMPLOYEE INDEMNIFICATION DEFENSE COVERAGE

We will also pay on your behalf "defense costs" for an "employee" who is alleged to be directly involved in "abusive conduct" if you have entered into a written agreement with such "employee" where you agree to indemnify the "employee" for such "defense costs" provided the agreement includes a provision for repayment of defense costs in the event of an adverse judgement.

The most we will pay for any "employee" who is alleged to be directly involved in "abusive conduct" is \$25,000 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits."

SECTION II - WHO IS AN INSURED

- 1. You are an insured.
- 2. Each of the following is also an insured:
 - a. Your directors, but only for liability arising from their duties as your directors.
 - b. Your "employees", but only for liability arising within the scope of their employment duties for you.
 - c. Your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and
 - d. Students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.

SECTION III - LIMIT OF INSURANCE

- 1. The limit of insurance shown in the Declarations and the rules below fix the most we will pay "damages" regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".
- 2. The limit of insurance shown in the Declarations for each "abusive conduct" is the most we will pay for all "damages" incurred as the result of any claim of "abusive conduct". Two or more claims for "damages" because of the same incident or interrelated incidents of "abusive conduct" shall be:
 - a. Considered a single claim.; and
 - b. Such claims, whenever made, shall be assigned to only one policy (whether issued by this or any another insurer) and if that is this policy, only one limit of insurance shall apply.
- 3. The aggregate limit shown in the Declaration is, subject to paragraph 2. of this Section, the total limit of our liability for all "damages" to which this insurance applies.

The limits of this Coverage Part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations; unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION IV - SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In the Event of an Incident, Claim or Suit

- a. If a claim is made or "suit" is brought against any insured, you must see to it that we receive written notice of the claim or "suit" as soon as practicable, but no later than 60 days after the claim is made or "suit" is brought.
- b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit" including the release of any personnel records of the person(s) allegedly involved in the abusive conduct; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "abusive

conduct" to which this insurance may also apply.

- c. No insureds will, except at their own cost, and without recourse to this policy, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover as a result of an "agreed settlement" or on a final judgement against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

If any insured has other insurance providing coverage similar to this policy, then this insurance shall be excess over and above that other insurance except where such insurance is specifically designated as excess to this policy.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, the insured agrees:

- a. The statements in the Declarations, and in the application for insurance are accurate and complete.
- b. Those statements are based upon representations made by the insureds; and
- c. We have issued this policy in reliance upon those representations.

7. Transfer or Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss

to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. Two Or More Coverage Parts Or Policies Issued By Us

It is our stated intention that the various coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "abusive conduct" professional incident, occurrence, offense, wrongful act, accident or loss, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this policy.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1.** "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us.
- 2.** "Abusive conduct" means each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or two or more people acting together.

Each, every and all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct committed by, participated in by, directed by, instigated by or knowingly allowed to happen by one or more persons shall be considered to be one "abusive conduct" regardless of:

- a.** The number of injured parties;
- b.** The period of time over which the acts of physical abuse, sexual abuse, sexual molestation or sexual misconduct took place; and
- c.** The number of such acts or encounters.

"Abusive conduct" consisting of or comprising more than one act of physical abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place, for all purposes within the scope of this policy, at the time of the first such act or encounter.

3. "Bodily Injury" means bodily injury, sickness or disease including emotional distress or anguish including death resulting therefrom.
4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
5. "Damages" means a monetary:
 - a. judgment;
 - b. award; or
 - c. settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages

6. "Defense Costs" - Costs to defend any claim or "suit" seeking "damages." These costs are outside the limit of insurance.
7. "Employee" includes a "leased worker" or a "temporary worker."
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
9. "Suit" means a civil proceeding in which "damages" are sought for "abusive conduct" to which this insurance applies are alleged. "Suit" also includes:
 - a. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.
10. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

Conclusion

PHMC is not an insured on the relevant PIIC policies. Moreover, PIIC has no obligation to assume the liabilities of another entity based solely on a contract between an insured (here, TPC) and that entity. As such, PIIC has no duty to defend or indemnify PHMC under either the primary or umbrella policies. Finally, the reasons for denial of PHMC's tender as set forth in PIIC's prior correspondence, are adopted and incorporated herein as if set forth in full.

Please feel free to contact me should you have any questions about the above.

Claim Number: 1292625
Page 10

Sincerely,



Kimberly McCarthy
Claims Supervisor
Kimberly.McCarthy@phly.com
610-538-2691

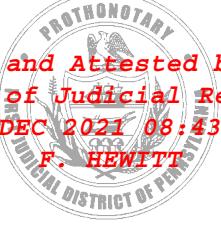
CC: Dawn Kagan, Sr. Claims Examiner
Nonprofits Insurance Alliance
Via email: dkagan@insurancefornonprofits.org

Joe McHale, Esquire
Via email: Jmchale@stradley.com

Dan Radich
Via email: dradich@phmc.org

EXHIBIT “N”

*Filed and Attested by the
Office of Judicial Records
23 DEC 2021 08:43 am
F. HEWITT*



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E.M.H	:	PHILADELPHIA COUNTY
	:	COURT OF COMMON PLEAS
v.	:	CIVIL TRIAL DIVISION
TURNING POINTS FOR CHILDREN et al.	:	JUNE TERM, 2019
	:	NO. 6891
	:	
S.E., a minor, by Guardian Ad Litem	:	PHILADELPHIA COUNTY
KRISTEN L. BEHRENS, Esquire	:	COURT OF COMMON PLEAS
	:	
AND	:	CIVIL TRIAL DIVISION
	:	
C.C., a minor, by Guardian Ad Litem	:	NOVEMBER TERM, 2019
SUZANNE N. PRITCHARD, Esquire	:	
	:	NO. 00738
	:	
v.	:	
TURNING POINTS FOR CHILDREN et al.	:	
	:	

**STIPULATION OF DISMISSAL OF PLAINTIFFS' CLAIMS AGAINST DEFENDANT PUBLIC
HEALTH MANAGEMENT CORPORATION**

On November 6, 2019, Plaintiffs C.C. and S.E. filed a Complaint asserting claims against Defendant Public Health Management Corporation (“PHMC”).

On June 30, 2020, Plaintiff E.M.H. filed an Amended Complaint asserting claims against PHMC.

On September 16, 2021, the Court entered an Order consolidating the cases of Plaintiffs C.C., S.E., and E.M.H. (collectively “Plaintiffs”).

It is hereby STIPULATED and AGREED TO, by and between counsel for Plaintiffs and counsel for Defendant PHMC that Plaintiffs' claims against PHMC shall be voluntarily dismissed with prejudice.

BY:



KYLE B. NOCHO, ESQUIRE
*Counsel for Plaintiffs E.M.H., S.E.,
and C.C.*

BY:



/s/ *Mark G. Giannotti*
MARK G. GIANNOTTI, ESQUIRE
*Counsel for Defendant Public Health
Management Corporation*

J.