

FROM	NAME & TITLE	Karen Sitnick, Director <i>KS</i>
	AGENCY NAME & ADDRESS	Mayor's Office of Employment Development 417 E. Fayette Street, Suite 468
	SUBJECT	Amendment of Agreement – The Johns Hopkins Health Systems Corporation

CITY of
BALTIMORE
MEMO



DATE: September 6, 2005

TO The Honorable President and Members of the Board of Estimates

Dear Madam President and Members:

ACTION REQUEST OF BOARD OF ESTIMATES:

To approve an Amendment to the original Agreement to increase the original contract amount between the Mayor's Office of Employment Development (MOED) and The Johns Hopkins Health Systems Corporation.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

Amount

Source

AN# 13916-04-06

BACKGROUND/EXPLANATION:

An Agreement approved by the Honorable Board of Estimates dated April 4, 2005 ("Original Agreement"), whereby the Mayor's Office of Employment Development provides staff support to the Johns Hopkins Health Systems Corporation to make available assessment and coaching services for the Incumbent Worker Career Acceleration Program (IW-CAP).

The amount of this Agreement shall not exceed \$1,000,000, and covers the period from July 1, 2004 through December 31, 2005. Johns Hopkins Health System Corporation funds this Agreement, 100% of which are Federal funds.

APPROVED BY BOARD OF ESTIMATES

OCT - 5 2005
Date

Bernice H. Taylor
Clerk

APPROVED FOR FUNDS SEP 22 2005 BUDGET & MGMT. RESEARCH
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BALTIMORE BELIEVE
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**AMENDMENT
to the
CONSULTING SERVICES
AGREEMENT
by and between
JOHNS HOPKINS HEALTH SYSTEM CORPORATION
AND
THE MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT**

THIS AMENDMENT to the Agreement, made this day of OCT - 5 2005, 2005, by and between the **JOHNS HOPKINS HEALTH SYSTEM CORPORATION** ("JHHS"), a not-for-profit Maryland Corporation, 600 North Wolfe Street, Baltimore, Maryland 21287, and the **MAYOR AND CITY COUNCIL OF BALTIMORE**, the City, a municipal corporation of the State of Maryland acting by and through its **MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT** ("Consultant").

WHEREAS, by prior Agreement dated and approved by the Honorable Board of Estimates on April 13, 2005 ("Original Agreement"), the Consultant was engaged to perform services as set forth on Exhibit A of the Original Agreement;

WHEREAS, the JHSS and the Consultant desire to amend the Original Agreement to assist the Consultant in meeting its performance goals; and

WHEREAS, as provided for in Section 9D, the parties agree to amend the Original Agreement by increasing the amount of compensation to provide for services necessary to meet performance goals.

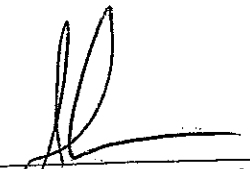
NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. The Original Agreement between JHHS and the Consultant dated April 13, 2005 for professional services is hereby amended to increase compensation by
2. The Recitals are incorporated herein.
3. The Original Agreement, except to the extent amended herein, shall remain in full force and effect.
4. This Amendment shall be executed in any number of copies and each such copy shall be deemed an original.

(THIS IS THE END OF THIS AMENDMENT.)

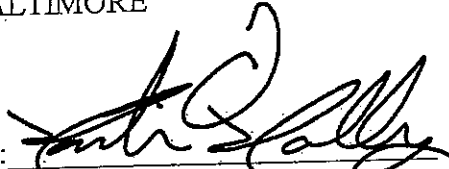
IN WITNESS WHEREOF, The Johns Hopkins Health System Corporation and the Mayor and City Council of Baltimore by and through its Mayor's Office of Employment Development have executed this Agreement as of the day and the year first written above by their duly authorized representatives.

ATTEST/WITNESS



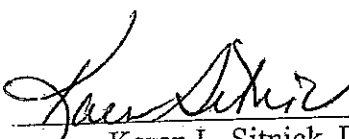
Custodian of the City Seal

MAYOR AND CITY COUNCIL OF BALTIMORE

By: 

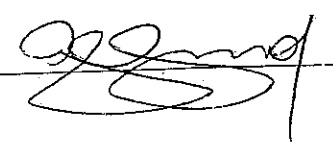
Martin O'Malley, Mayor

MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT




Karen L. Sitnick, Director

ATTEST/WITNESS



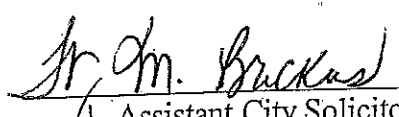
THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION



Ronald R. Peterson
President

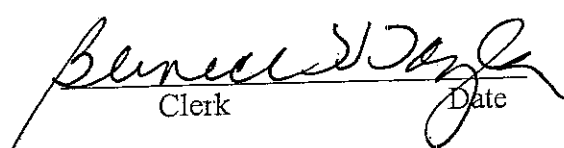
Johns Hopkins Health Systems Legal Department

APPROVED AS TO FORM AND SUFFICIENCY:



Assistant City Solicitor

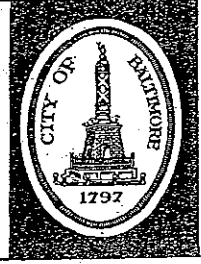
APPROVED BY THE BOARD OF ESTIMATES **OCT - 5 2005**



Clerk Date

NAME & TITLE	Karen Sitnick, Director
AGENCY NAME & ADDRESS	Mayor's Office of Employment Development 417 E. Fayette Street, Suite 468
SUBJECT	The Johns Hopkins Health System Corporation

CITY of
BALTIMORE
MEMO



TO: The Honorable President and Members of the Board of Estimates

DATE: April 1, 2005

Dear Madam President and Members:

ACTION REQUEST OF BOARD OF ESTIMATES:

To approve an agreement between the Mayor's Office of Employment Development (MOED) and The Johns Hopkins Health System Corporation for professional services.

AMOUNT OF MONEY AND SOURCE OF FUNDS:

Amount

Source

Agreement # AN 13916-04-60

BACKGROUND/EXPLANATION:

The Baltimore City Mayor's Office of Employment Development shall provide staff support to the Johns Hopkins Health System Corporation to provide assessment and coaching services for the Incumbent Worker Career Acceleration Program (IW-CAP).

The amount of this Agreement shall not exceed _____ of Federal funds received by the Johns Hopkins Health System Corporation, and covers the period from July 1, 2004 through December 31, 2005.

LATE EXPLANATION:

The agreement was delayed in its presentation to the Honorable Board due to the additional time necessary to reach a comprehensive understanding between the parties.

APPROVED BY BOARD OF ESTIMATES

APR 1 3 2005
Date

Seamus J. Taylor
Clerk

BALTIMORE BELIEVE
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APPROVED FOR FUNDS
APR - 4 2005
BUDGET & MGMT. RESEARCH

**CONSULTING SERVICES
AGREEMENT
BY AND BETWEEN
THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION
AND
THE MAYOR AND CITY COUNCIL OF BALTIMORE**

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made and executed as of this 1 day of July, 2004 by and between **THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION** ("JHHS"), a not-for-profit Maryland corporation, 600 North Wolfe Street, Baltimore, Maryland 21287, and **THE MAYOR AND CITY COUNCIL OF BALTIMORE** by and through its **MAYOR'S OFFICE OF EMPLOYMENT DEVELOPMENT** ("Consultant").

RECITALS

WHEREAS, JHHS has obtained a grant from the U.S. Department of Labor to develop an Incumbent Worker Career Acceleration Program ("IW-CAP") and desires to retain a consultant to provide assessment and coaching services; and

WHEREAS, Consultant has extensive experience in providing such consulting services and Consultant desires to provide such services to JHHS.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement as follows:

1. **Engagement of Consultant.** JHHS hereby retains the services of the Consultant, and Consultant agrees to provide to JHHS upon the terms and conditions hereunder set forth, consulting services as set forth on the attached **Exhibit A** attached hereto and incorporated by reference herein.

Consultant shall perform the services described on **Exhibit A** with care, skill and diligence, in accordance with the applicable professional standards currently recognized in the Consultant's profession, and shall be responsible for the professional quality, completeness, and coordination of all reports and other services furnished under this Agreement. Consultant shall further comply with all of such obligations of JHHS under the "Grant Notification of Award" for IW-CAP attached hereto as Exhibit G as pertain to Consultant. If Consultant fails to meet any applicable professional standards, Consultant shall, upon JHHS's request and without additional compensation, correct or revise any errors or deficiencies in its reports or other services provided hereunder, in a timely manner.

2. Term. The term of this Agreement shall commence upon the date written above and continue for eighteen months unless sooner terminated pursuant to Paragraph 3 hereof. Upon termination of this Agreement, Consultant shall remain subject to all covenants, restrictions and conditions set forth in Paragraph 7.

Time is of the essence to the Agreement. Consultant shall keep JHHS advised both in writing and orally of the progress in completing the project.

3. Termination. JHHS may, in its sole discretion, terminate this Agreement immediately upon any breach of this Agreement by the Consultant including the failure to meet the scheduled performance dates set forth on Exhibit A and the failure of the Consultant to cure any such breach within five (5) business days after written notice from JHHS.

4. Taxes. JHHS represents that it is a tax-exempt corporation under Sections 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Maryland. The State of Maryland tax-exempt number for JHHS is 31-100895. Consultant shall take all action required to cause the provision of the services hereunder or the purchase of any products hereunder to be treated as a tax-exempt transaction, and in no event shall JHHS be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Agreement. Upon request, JHHS shall provide Consultant with certificates evidencing its tax-exempt status.

5. Compensation. JHHS shall compensate Consultant for all services to be performed hereunder and for all related expenses in accordance with the schedule on Exhibit B.

6. Indemnification. To the extent permitted by law and subject to the Maryland Local Government Tort Claims Act, Consultant will defend, indemnify and hold JHHS, its trustees, officers, employees and agents harmless from any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees) which arise out of the negligent acts or omissions of Consultant, its agents or employees in connection with the provision of its services under this Agreement or by any breach or default in the performance of the obligations of Consultant hereunder. This indemnification and hold harmless provision shall survive the expiration or termination of this Agreement.

7. Proprietary Information; Confidential Information.

A. Consultant recognizes that JHHS's business interests require a confidential relationship between JHHS and Consultant and the fullest practical protection and confidential treatment of its trade secrets, business plans, contracts, agreements, internal reports, patient rates and charges or any other pricing information, patient information, management systems, utilization review methodologies, security systems, auditing procedures, policies, techniques, concepts, programs, innovations, inventions and improvements (hereinafter collectively termed "JHHS's Confidential Information") which will be received or learned by Consultant during the term of this Agreement. Accordingly, Consultant agrees, both during and after the term of this Agreement, to keep secret and to treat confidentially all of JHHS's Confidential Information, whether patentable,

patented or not, and not to use or aid others in using any such information in competition with JHHS. Upon termination of this Agreement, Consultant agrees to return to JHHS all property of JHHS, its parent and subsidiaries, if any, in its possession, including all computer disks and computer generated information. Consultant covenants that it will not disclose any of the information to any third party, and Consultant further covenants that it will not, either directly or indirectly, copy, or cause to be copied, or otherwise duplicated or reproduced any of the information. Consultant further covenants not to disclose or otherwise make known to any party, nor to issue or release for publication any articles or advertising or publicity matter relating to this Agreement or the information in which the name of JHHS or any of its affiliate names are mentioned or used, directly or indirectly, unless prior written consent is granted by JHHS. Further, Consultant agrees that each employee who provides any services to JHHS under this Agreement shall execute and furnish to JHHS a confidentiality statement in the form attached hereto as Exhibit C. Notwithstanding the foregoing, the confidential information shall not include information which is (i) in the public domain or subsequently comes into the public domain without breach of this Agreement; or (ii) required to be disclosed pursuant to a judicial or court order, provided JHHS shall be given prior notice and an opportunity to object to such disclosure. The non-disclosure restrictions described above shall remain in effect after the termination date of this Agreement.

B. Consultant agrees that all materials developed, generated or produced by Consultant pursuant to this engagement (the "Work Product") shall be the exclusive property of JHHS for use as a contribution to a collective work and is a work made for hire pursuant to U.S. Copyright Law. Consultant shall have no continuing proprietary interest in such Work Product, except that JHHS acknowledges that the Work Product may be created by the use of proprietary library programs of Consultant which Consultant shall continue to have an unrestricted right to use for other purposes.

C. Consultant agrees that upon JHHS's request, but without expense to Consultant, Consultant will execute any and all applications, assignments and other legal instruments which JHHS reasonably shall deem necessary or convenient for the protection of its information and property.

D. When appropriate, written work product including correspondence and reports shall prominently contain the following phrase on the cover page: "Confidential/Attorney Work Product Prepared at the Request of The Johns Hopkins Health System Corporation Legal Department."

8. Injunctive Relief. Because of the difficulty in measuring economic loss to JHHS as a result of any breach by Consultant of the provisions in Paragraph 7 above, and because of the immediate and irreparable damage that may be caused to JHHS, for which it would have no other adequate remedy, Consultant agrees that JHHS, in addition to and without limiting any other remedy or right it may have, shall have the right to seek an injunction or other equitable relief in any court of competent jurisdiction. The existence of this right shall not preclude any other rights and remedies at law or equity which JHHS may have.

9. Status of Consultant.

A. In performing services hereunder, Consultant shall at all times be acting as an independent contractor and not as an agent, employee or servant of JHHS. Consultant is not authorized to act as an agent for or of JHHS.

B. Consultant shall, if applicable, maintain in effect, during the course of this Agreement, Workers' Compensation coverage for any employee(s) providing services under this Agreement. Upon request, Consultant shall provide proof of such coverage.

C. No employee of Consultants' shall have any claim under this Agreement or otherwise against JHHS for vacation pay, paid sick leave, retirement benefits, social security, Workers Compensation, health, disability, professional malpractice or unemployment insurance benefits or other employee benefits of any kind. Consultant will indemnify and hold JHHS harmless from any and all liability arising from claims relating to the failure to make such payments, withholdings and benefits of any kind. This duty of Consultant shall survive the termination of this Agreement.

D. JHHS will not withhold on behalf of such independent contractor or any of its employees any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body. Consultant will indemnify and hold JHHS harmless from any and all liability arising from claims relating to the failure to make such payments, withholdings and benefits of any kind. This duty of Consultant shall survive the termination of this Agreement.

10. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed duly to have been given if personally delivered to the other party, sent by facsimile or if sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel or other nationally recognized overnight carriers. All notices or communications between JHHS and Consultant pertaining to this Agreement shall be addressed as follows:

If to JHHS: The Johns Hopkins Health System Corporation
 Attention: Pamela Paulk
 Department of Human Resources
 600 North Wolfe Street
 Baltimore, Maryland 21287

With a copy to: The Johns Hopkins Health System Corporation
Attention: Joanne E. Pollak, Esquire
733 N. Broadway, Suite 102
Baltimore, Maryland 21287-1900

If to Consultant: The Mayor and City Council of Baltimore
Attention: Karen Sitnick
417 E. Fayette Street
Baltimore, Maryland 21202

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein. Notices shall be effective upon receipt.

11. Insurance. Consultant shall provide, upon request, evidence of insurance in the amounts and types set forth on Exhibit D which is attached hereto and incorporated by reference herein.

12. Miscellaneous.

A. Waiver of Breach. The parties hereto agree that the waiver by either party of a breach by the other party of any of the provisions contained in this Agreement shall not operate as or be construed to be a waiver of any other breach of this Agreement by either party.

B. Entire Agreement; Binding Effect. This Agreement constitutes the entire understanding between the parties hereto and are intended as the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements and negotiations thereto. Any term from Consultant on any document containing terms inconsistent with those contained herein are not valid and will not be binding on JHHS. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

C. Assignment. The prior written approval of JHHS shall be required to allow a delegation or assignment of duty to perform any obligation owed to JHHS by Consultant, its agents, employees, suppliers, contractors or affiliates.

D. Modification. This Agreement may not be modified in any respect other than by an agreement in writing signed by both parties.

E. Construction and Jurisdiction. This Agreement shall be governed by the laws of the State of Maryland (excepting any conflict of laws or provisions which would serve to defeat application of Maryland substantive law).

F. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

G. Vendor Full Disclosure Provision. Consultant agrees to execute the Vendor Full Disclosure Statement attached hereto as Exhibit E. The proper execution and delivery of the Vendor Full Disclosure Statement is a condition precedent to JHHS's obligation under this Agreement.

H. Access to Books and Records. If the value or cost of services rendered to JHHS by Consultant or by an organization related to the Consultant is Ten Thousand Dollars (\$10,000) or more over any twelve (12) month period during the term of this Agreement, Consultant and JHHS agree that until the expiration of four (4) years after the furnishing of such services, Consultant and JHHS shall, upon written request, make available to the Secretary of the Department of Health and Human Services of the United States (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, such books, documents and records as may be necessary to certify the nature and extent of the costs of such services.

I. Compliance with Laws. Consultant shall perform the Agreement in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances and represent that it and any personnel providing services hereunder has obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under the Agreement.

J. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. This Agreement shall be deemed fully executed and entered into on the date of execution by the last signatory required hereby.

K. Excluded Provider. Consultant warrants that neither it nor any of those personnel which it shall provide to JHHS pursuant to the Agreement are sanctioned or excluded from any federally funded health care programs as provided in Sections 1128 and 1128A of the Social Security Act (42 U.S.C. 1320a-7a). Consultant further agrees that it will notify JHHS immediately in the event it, or any of the personnel it has provided to JHHS, become sanctioned or excluded from any federally funded health care programs. Such notification shall include the grounds for sanction or exclusion and the duration thereof.

L. Employment Verification. Consultant warrants that any personnel offered to JHHS is authorized to work in the United States, according to the Immigration Reform and Control Act (IRCA). Consultant certifies that it has on file a validly completed Federal Form I-9 (Employment Eligibility Verification) and shall provide a certification of said warranty upon JHHS's request.

M. Criminal Background Check. Consultant shall perform or have performed background checks as set forth on attached Exhibit F for all personnel providing services hereunder.

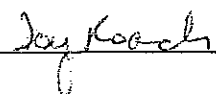
IN WITNESS WHEREOF, The Johns Hopkins Health System Corporation and The Mayor and City Council of Baltimore by and through its Mayor's Office of Employment Development have executed this Agreement as of the day and the year first written above by their duly authorized representatives.

ATTEST/WITNESS

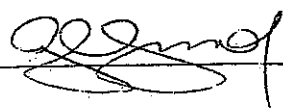

Custodian of the City Seal

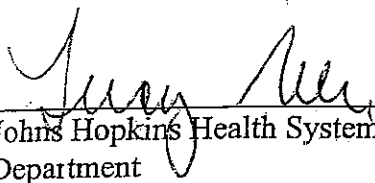
Alternate

ATTEST/WITNESS

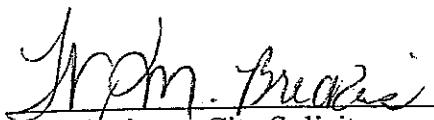


ATTEST/WITNESS



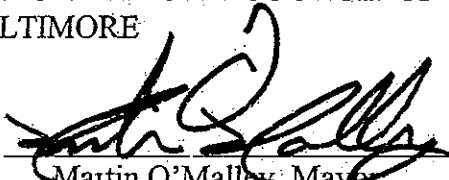

Johns Hopkins Health Systems Legal
Department

APPROVED AS TO FORM AND
SUFFICIENCY:



Assistant City Solicitor

MAYOR AND CITY COUNCIL OF
BALTIMORE

By: 
Martin O'Malley, Mayor


Date: _____

MAYOR'S OFFICE OF EMPLOYMENT
DEVELOPMENT

By: 
Karen L. Sitnick, Director


Date: _____

THE JOHNS HOPKINS HEALTH
SYSTEM CORPORATION

By: 
Ronald R. Peterson
President

Date: 3/23/05

APPROVED BY THE BOARD OF
ESTIMATES



Clerk

APR 13 2005
Date

EXHIBIT A

OVERVIEW OF PROJECT AND SCOPE OF SERVICES

I. SCOPE OF PROJECT – Two full-time Assessment Facilitators and one Job Coach for the IW-CAP program, and assessment tools per the attached Exhibit A-1.

II. DELIVERABLES

The following deliverables will be provided to JHHS upon completion of the processes described above: Reports, assessment and coaching.

III. CHANGES TO SCOPE

JHHS shall have the right from time to time by written notice to propose changes in or additions to the services to be supplied under this Agreement and Consultant agrees to comply, to the extent feasible, with such change notices, which shall become part of the Agreement. If such changes causes an increase or decrease in the cost of time required for performance, the parties will agree in writing on the revised price and delivery schedule before the changes are initiated. Consultant may also propose changes in writing and may carry them out with the written consent of JHHS.

IV. CONSULTING TEAM

The consulting team shall consist of: Assessment Facilitators:
LaMar Kauffman and Charmine Shim Chow Min

Job Coach: Dawn Martin

The team members will remain on the account for the term of this Agreement. In the event this becomes impossible, Consultant will notify JHHS and will obtain JHHS' approval of any replacement before it is made. If JHHS is not satisfied with any team member providing services, JHHS may require the removal of that person from the team.

V. TIME FOR PERFORMANCE – July 1, 2004 through December 31, 2005.

EXHIBIT B

COMPENSATION

The fees listed below are payable after completion of each task (as more fully described in Exhibit A), including related deliverables.

Process	Fee
Consultants' services: Assessment Facilitators Charmaine Shim Chow Min Lamar Kauffman	
Job Coach:	
Assessment Tools:	
VR2	\$5.00 per use
Wonderlic	\$2.00 per use
TABE	\$22.60 per use
Rental Property Classroom space	\$100 per day

In addition, Consultant shall be reimbursed for express mail, facsimile charges, and related expenses reasonably and customarily incurred in connection with the performance of its duties hereunder. Such expenses will be supported by receipts or other appropriate documentation which will be made available to JHHS upon request.

Consultant shall submit invoices for authorized fees and expenses incurred hereunder on a monthly basis. Such invoices will record the amount of time spent on JHHS behalf. JHHS shall pay all complete and undisputed invoices within sixty (60) days from receiving such invoices.

EXHIBIT C

**CONFIDENTIALITY AGREEMENT FOR WORKFORCE MEMBERS WHO ARE
CONSULTANTS, CONTRACTORS OR VENDORS**

I understand that I require information to perform my duties at the Johns Hopkins University or Johns Hopkins Health System entity by which I am engaged or for which I am performing services ("Johns Hopkins"). This information may include, but is not limited to, information on patients, employees, students, other workforce members, donors, research, and financial and business operations. Some of this information is made confidential by law (such as "protected health information" or "PHI" under the federal Health Insurance Portability and Accountability Act) or by Johns Hopkins policies. Confidential information may be in any form, e.g., written, electronic, oral, overheard or observed. I also understand that access to all confidential information is granted on a need-to-know basis. A need-to-know is defined as information access that is required in order to perform my work.

I will not disclose confidential information to patients, friends, relatives, co-workers or anyone else except as permitted by Johns Hopkins policies and applicable law and as required to perform my work as a consultant, contractor or vendor for Johns Hopkins.

I will protect the confidentiality of all confidential information, including PHI, while at Johns Hopkins and after I leave Johns Hopkins. All confidential information remains the property of Johns Hopkins and may not be removed or kept by me when I leave Johns Hopkins except as permitted by Johns Hopkins policies or specific agreements or arrangements applicable to my work as a consultant, contractor or vendor for Johns Hopkins.

If I violate this agreement, I may be subject to adverse action up to and including termination of my ability to work at or on behalf of Johns Hopkins. In addition, under applicable law, I may be subject to criminal or civil penalties.

I have read and understand the above and agree to be bound by it.

Name: _____ Company: _____

Signature: _____ Date: _____

Johns Hopkins Dept/School for which providing services: _____

EXHIBIT D

INSURANCE REQUIREMENTS

Consultant shall carry and at all times maintain in full force and effect, at its sole expense, policies of general liability insurance from an insurance company authorized to do business in the State of Maryland or which holds a Maryland Certificate of Authority in the minimum amount of One Million Dollars (\$1,000,000.00) for each claim and Three Million Dollars (\$3,000,000.00) aggregate limits for each policy year to insure JHHS and its officers, directors, employees and agents against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, by the negligence of Consultant in connection with the performance of its obligations under this Agreement. This insurance shall be issued to the Consultant as a named insured and shall contain an express requirement that JHHS shall receive written notice from the insurer at least thirty (30) days prior to any cancellation, reduction or non-renewal of any such insurance coverage. Memorandum copies of the above insurance policies shall be provided to JHHS upon its request.

In lieu of the need to provide Commercial General Liability Insurance, JHHS will permit Consultant to be self-insured for any or all of its insurance requirements under this agreement. The Consultant will provide its standard Letter of Understanding issued by the Office of Risk Management, representing the Consultant, as a statement of insurance through its Self Insured Program.

EXHIBIT E

Vendor Full Disclosure Statement

THE JOHNS HOPKINS HEALTH SYSTEM CORPORATION
PURCHASING POLICY

It is the policy of The Johns Hopkins Health System Corporation ("JHHS") to conduct its purchasing activities in accordance with all applicable state and federal laws and regulations regarding the purchasing of goods or services, including, but not limited to, applicable requirements of the Medicare and Medicaid programs. In addition, all JHHS officers, directors, employees, staff or agents ("JHHS Personnel") are required to act fairly, objectively and in the best interests of JHHS when conducting business with vendors on behalf of JHHS. JHHS' selection of vendors is based on quality, price, services offered and other features of a competitive marketplace.

As used herein, JHHS shall comprise, collectively, JHHS, together with the following affiliated entities: The Johns Hopkins Hospital, Johns Hopkins Bayview Medical Center, Inc., Johns Hopkins Medical Services Corporation, Johns Hopkins Home Care Group, Inc., Johns Hopkins Pediatrics At Home, Inc., Johns Hopkins Home Health Services, Inc., Johns Hopkins Pharmaquip, Inc., and Howard County General Hospital, Inc.

GIFTS, SERVICES OR CONSIDERATION

Vendor shall submit written notification to JHHS, and receive approval from the JHHS Purchasing Department, prior to providing JHHS Personnel with any "Gifts, Services or Consideration" valued in excess of Fifteen Dollars (\$15.00). "Gifts, Services or Consideration" includes, but is not limited to: gifts, gratuities, social entertainment offered or sponsored by the vendor, samples, consulting and research activities, vendor-sponsored travel, educational conferences, seminars, other business courtesies and warranties, discounts and any additional items or services not described in the Agreement. "Gifts, Services or Consideration" does not include items valued less than Fifteen Dollars (\$15.00) (such as pens, coffee mugs, calendars or other small promotional or novelty items). The written notice is to be sent to:

The Johns Hopkins Health System
Corporation
Attention: Elizabeth Gibula
5300 Alpha Commons
P.O. Box 8893
Baltimore, Maryland 21224-8893

With a copy to:
The Johns Hopkins Health System
Corporation
Attention: General Counsel
600 N. Wolfe Street
Baltimore, Maryland 21287-1900

Vendor has read and understood and agrees to the terms set forth on this Statement.

The Mayor and City Council of Baltimore

By: _____
Title: _____
Date: _____

EXHIBIT F

CRIMINAL BACKGROUND CHECK

The JHHS criminal background check includes both misdemeanor and felony convictions, and pending criminal charges-also arrest history-in all Maryland counties. When applicable, a background check can be made in any other jurisdiction in the U.S. and Canada.

The JHHS criminal background checks are a combination of: (A) the Judicial Information Systems (JIS) for the District Court Records, and (B) for cases sent to higher court, in any one of the counties, our investigator-researchers visit the courts and research the files for dispositions. The recording of convictions into the court files is normally very timely, within days. The information is as accurate as is recorded into the system by the court personnel.

COUNTY CRIMINAL HISTORY/FELONY

A search for all felony filings located on the felony court index and any misdemeanor filings that may also appear during that time period on that index. All information is obtained from the public record index maintained by the county court located at the county seat.

CRIMINAL HISTORY/MISDEMEANOR

A search of all misdemeanor filings indexed in the court having jurisdiction for a given city. This search will include all criminal misdemeanor charges files within the city limits. All information is obtained from the public record index maintained by the city court.

CRIMINAL HISTORY/STATE

A search of the state repository's criminal record index. Each state has unique requirements and not all states maintain a repository for public record. This search provided information that has been forwarded to a centralized repository from every arresting agency and/or court in the state. Information provided varies per state.

EXHIBIT G

Grant/Agreement of Award Obligation

Attached