

Contractual Agreement between

**Johns Hopkins Health System
Project R.E.A.C.H**

and

Maryland Center for Arts and Technology, Inc.

This contract is entered into as of December 23, 2004, by and between

Johns Hopkins Health System – Project R.E.A.C.H.,
a not-for-profit Maryland Corporation (the “Employer”),
and
Maryland Center for Arts and Technology, Inc.,
a Maryland non-profit corporation (the “Trainer”).

RECITALS

The purpose of this contract is to provide a minimum of 10 incumbent training classes and serve a scheduled 8 up to 16 incumbent students per class. Each class available is listed in Appendix B, Positions Available. The Trainer will provide, for every class, approximately 180 hours of Foundation skills to include: Life Skills, Academics, Office Skills and Computer Skills. Trainer will also provide specialized training hours that are customized differently for each position and outlined in Appendix A, Statement of Work.

The Trainer will not be responsible for the cost of job specific uniforms or expenses associated with student travel.

WHEREAS, Employer has entered into an Incumbent Training Agreement (the "Prime Contract") to provide services to U.S. Department of Labor (the "Client") and desires to utilize Trainer to assist Employer in the performance of such services.

WHEREAS, subject to the terms of this Agreement, Employer desires to engage the Trainer to furnish the services herein set forth and the Trainer is willing to furnish such services in accordance with this Agreement.

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 hereby are acknowledged, it is mutually agreed and covenanted by and between the parties to this Agreement, under seal, as follows in this agreement and attachments.

ARTICLE I
SCOPE OF WORK AND STANDARD OF TRAINER'S WORK

Section 1.01 General

- (A) Trainer shall provide to the Employer the services set forth in Appendix A, Statement of Work, attached hereto and incorporated herein by reference (the "Services").
- (B) Except as expressly provided herein, the Trainer assumes toward Employer with respect to the Trainer's work, all of the obligations and responsibilities that Employer assumes toward the Client and agrees to be bound by all terms of the Prime Contract attached hereto and incorporated hereto as Appendix C. Trainer shall coordinate its work with the work of Employer and other subcontractors providing services under the Prime Contract. Trainer warrants that Trainer has all necessary licenses to provide its services.

Section 1.02 Effect of Approvals. Review or acceptance by the Client or Employer of work by the Trainer shall not be deemed to be a waiver of any defects in such work.

ARTICLE II
TERM OF AGREEMENT

This contract shall cover the period of January 1, 2005, through June 30, 2006,
subject to the Employer's and Trainer's rights of termination.

ARTICLE III
TRAINER'S FEES, PAYMENTS AND ACKNOWLEDGEMENT OF FUNDING

Section 3.01 – Trainer is offering services at a per student rate as specified in Appendix D, Cost per Student. Employer agrees to a minimum payment of 8 students for each class of 8 students or less. Employer must notify Trainer of the classes selected for each semester in writing thirty (30) days prior to the start date of each semester. Employer may also include a roster for these classes

Section 3.02 – Invoices for services must be submitted to the Employer thirty (30) days prior to the start date of each semester outlined in Appendix E, Semester Schedule. Invoices should include: Semester start date, classes selected, number of students per class and cost per student. If Employer is not able to specify the exact number of students for each class selected, Trainer will bill for the 8 student minimum per class and submit a second invoice, payable upon receipt, at the start date of each class for any additional students.

The Employer shall pay the Trainer not later than 7 days before the start date of each semester. It is understood that payment for Semester 1 will be received no later than February 28, 2005, due to the signed execution date of this agreement.

Section 3.03 – Employer may exercise the right to request Trainer to add one additional class, from Appendix B, Positions Available, to Semesters 1 and 3 and 2 additional classes, from Appendix B, Positions Available, to Semesters 2 and 4 at the same rates per student outlined in Appendix D, Cost per Student. Employer must request additional classes in writing forty (45) days prior to the semester start date.

Section 3.04 – Each invoice shall contain the following certification signed by an authorized representative of the Trainer:

"I hereby certify that to the best of my knowledge and belief, all payments requested are correct, accurate and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."

ARTICLE IV
RIGHTS OF TERMINATION

Section 4.01 – Employer shall have the right to terminate this Agreement at any time, with or without cause, by written notice to the Trainer. Termination shall be effective ninety (90) days after the date Employer's notice is mailed or delivered to the Trainer.

Section 4.02 – If this Agreement is terminated, Employer shall pay to the Trainer compensation for services and related costs requested by Trainer and rendered prior to the date of termination.

Section 4.03 – The Trainer shall have the right to terminate this Agreement at any time, with or without cause, by written notice to the Employer. Termination shall be effective ninety (90) days after the date Trainer's notice is mailed or delivered to the Employer. The Employer stipulates that if the Employer violates or breaches the contract terms, the Trainer may immediately cancel or rescind the contract in question.

Section 4.04 – Termination of this Agreement or to suspension of work under this Agreement shall require a written notice of default to either Employer or Trainer and give Employer and Trainer ninety (90) days within which to cure said default.

ARTICLE V
INSURANCE

Section 5.01 – The Trainer stipulates that it has applicable liability insurance, errors and omissions insurance, and worker’s compensation insurance to cover the actions or incidents applicable to individuals employed by or hired by Trainer perform work indicated in the contractual agreement

ARTICLE VI
INDEMNIFICATION

Section 6.01 – The Trainer shall indemnify the Client and Employer from and against any and all claims, demands, suits, expenses (including reasonable attorney's fees), and judgments for damages to persons or property arising out of, or caused by, the errors, emissions or negligent acts of the Trainer, its sub-consultants, personnel or agents, or any of them or by any breach or default in the performance of the obligations of Trainer, or its sub-consultants, personnel or agents, or any of them

Section 6.02 – The Employer shall indemnify the Trainer from and against any and all claims, demands, suits, expenses (including reasonable attorney's fees), and judgments for damages to persons or property arising out of, or caused by, the errors, emissions or negligent acts of the Employers, its sub-consultants (excluding the Trainer), personnel or agents, or any of them or by any breach or default in the performance of the obligations of Employer, or its sub-consultants (excluding the Trainer), personnel or agents, or any of them.

ARTICLE VII
REMEDIES IN THE EVENT OF DEFAULT

Section 7.01 – If the Trainer defaults in the performance of any of its obligations under this Agreement, Employer may exercise any one or more of the following remedies:

- A. Employer may require the Trainer to correct inadequate or improper work;
- B. Employer may withhold any payments otherwise due to the Trainer until the Trainer has completed all work required to cure any default; or
- C. Employer may recover its actual damages sustained as a result of said default and exercise any other right or remedy afforded by this Agreement or by law.

Section 7.02 – Trainer shall have a reasonable time to provide remedy, and unless otherwise stipulated, Trainer shall have at least thirty (30) days from time of notice to cure said default.

ARTICLE VIII
ADDITIONAL TERMS AND CONDITIONS

Section 8.01 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws provisions which would serve to defeat application of Maryland substantive law)

Section 8.02 Entire Agreement, Modification; Approvals. Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. This Agreement may not be changed or modified in any way except in writing executed by each of the parties

Section 8.03 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 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 carrier. All notices or communications between Employer and Trainer pertaining to this Agreement shall be addressed as follows:

If to Employer:

The Johns Hopkins Health System Corporation
Attention: Yariela Kerr-Donovan
Project REACH
Johns Hopkins Health System
550 N. Broadway, Suite 400
Baltimore, MD 21205

If to Trainer:

Maryland Center for Arts and Technology, Inc.
Attention: Harry W. Zepp, III
218 West Saratoga Street, Suite 100
Baltimore, Maryland 21201

Any party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

Section 8.04: Trainer's Status. The Trainer warrants that it is a true contractor as defined by the Fair Labor Standards Act and the regulations promulgated by the Internal Revenue Service of the United States. The Trainer agrees to notify the Employer of any event or act which might change this relationship.

Section 8.05: Nondiscrimination. The Trainer stipulates that it does not, and will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or disability

Section 8.06: Trainer's Skills The rights and duties specified under this contract are personal to the Trainer, whose unique skills and abilities are being relied upon by the Employer in entering into this agreement.

PCL XL error

Subsystem: KERNEL

Error: IllegalOperatorSequence

Operator: BeginChar

Position: 1813