

**MC STRATEGIES / PROJECT R.E.A.C.H.
ONLINE COLLEGE CREDIT PROGRAM SERVICE AGREEMENT
May 17, 2005**

This is an Agreement between Project R.E.A.C.H. (referred to herein as "Project R.E.A.C.H." or "Client"), a Johns Hopkins Health System sponsored career development program with offices at 550 N. Broadway, Suite 401, Baltimore, MD 21205 and MC Strategies, Inc. and WebInservice.com (collectively referred to herein as "MCS"), a Georgia corporation having its headquarters at 495 Circle 85, Atlanta, Georgia 30349-6001.

WHEREAS Project R.E.A.C.H. enables employees to gain the education needed to advance their careers, and provides a supply of trained personnel to take over important, hard-to-fill, chronically vacant health care positions;

WHEREAS MCS has developed and markets web based interactive training materials, including health information management and coding courses and the associated college credit awarded by an accredited university to students successfully completing courses, which help prepare students for career advancement including preparation for national coding certification exams; and

WHEREAS Project R.E.A.C.H. and MCS jointly desire to make available to the Johns Hopkins Health System an educational program consisting of online, faculty led, college credit instruction. The foregoing courses, the related delivery and degree credit granted to students offered through MCS and Project R.E.A.C.H. are together referred to herein collectively as the "Online College Credit Program" or "Program."

THEREFORE, it is hereby agreed as follows:

Services to be provided by MCS

1. Courses

MCS will make these Courses available to Project R.E.A.C.H.

Course Number & Title & Fees Table

	Credit Hours	Enroll- ment
Fall 2005		
HIM 318 – Survey of Anatomy and Physiology *1	4	8
HIM 405 – Clinical Information I	3	8
HIM 416 – Health Data Concepts	3	8
Total Registration and Other Fees, Not Books *2		8
Semester Total		
Spring 2006		
HIM 410 – Clinical Information II	3	8
HIM 440 – ICD-9-CM Coding	4	8
Semester Total		

Summer 2006

HIM 460 – Coding and Classification Systems	3	8
HIM 455 – Reimb./Regltry Reqmts for HIM *1	3	8
Semester Total		

Total Fees

*1 Indicates Custom Course Offering

* 2 Registration and Other Fees include \$25 registration fee

2. College Credit

Students enrolled in and successfully completing the course(s) will be granted college credits in the number of hours designated above by the designated MCS partner university, which for HIM and coding is the University of Alabama at Birmingham.

3. Registration and Enrollment

MCS will assist Project R E A.C.H. in its efforts to identify students suitable for the Program, to collect enrollment data such as transcripts and demographic data, and to complete and submit that enrollment data as application for a group of classes to be conducted for the employee students associated with Project R.E.A.C.H.

4. Implementation

MCS will provide telephone implementation assistance to the Project R.E.A.C.H. designated Program Administrator. MCS will provide unlimited and ongoing Customer Service support to designated Program Administrator throughout the term of this Agreement. Such Customer Service will include toll-free telephone assistance during the business hours of 8 AM to 5 PM ET. Client may also obtain assistance by e-mailing the WebInservice Staff at: support@mcstrategies.com.

Compensation to MCS

In return for the services above delivered by MCS, Client agrees to pay tuition and fees in the amounts indicated above in the Course Number & Title & Fees Table. Tuition payment is due in an amount representing that semester's courses to be taken with the submission of the students' final applications. Payment should be made payable and mailed to MC Strategies, Inc., at the payment address shown on the invoice.

General Terms and Conditions

Term of Agreement

This Agreement covers a one -year period commencing on the effective date shown on the execution page of this Agreement.

Expansion of Agreement

The Client may expand the Agreement at any time during the term of this Agreement, for the remainder of the term.

Confidentiality

Neither party shall, without the prior written consent of the other party, use, disclose, or permit any unauthorized person to obtain any trade secrets or intellectual property of the other party. Each party acknowledges and agrees that the nature and results of any aspect of either party's methods, products, services, employees or agents shall be confidential. Neither party will release any information regarding the other party's methods, products, services, employees or agents without consent of the other, except as required by law.

Non-competition

Neither while this Agreement is in effect nor for a period of one (1) year immediately following its termination will either party make any attempt to employ any current or former employee of the other party without the express written consent of the other party.

Independent Contractor

It is agreed that entering into this Agreement does not constitute MCS as the agent or legal representative of Client's purpose whatsoever. MCS is not granted any right or authorization to assume or to create any obligation on behalf of the Client. MCS shall be considered an Independent Contractor at all times.

Indemnity

Both parties agree to indemnify, defend and hold harmless the other party, and their respective agents, officers and employees from and against any and all liability or damages incurred in connection with claims for damages of any nature resulting from bodily injury, death, personal injury or property damage arising from the negligent or willful acts or omissions of the indemnifying party, its agents or employees. No party to this Agreement shall be liable for any negligent or wrongful act to the extent caused by any other party to this Agreement unless (and to the extent that) any such liability is imposed by a court of competent jurisdiction. This Agreement shall not be construed to enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any wrongful or negligent act, each party shall bear the cost of its own defense.

Company's Liability; Disclaimer of Consequential Damages

CLIENT ACKNOWLEDGES THAT IN CONNECTION WITH THE PROGRAM, INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF MCS AND ITS SUPPLIERS. ACCORDINGLY, MCS ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE WEBINSERVICE SITE. MCS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS OF PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES TO CLIENT OR CLAIMS OR DEMANDS AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF MCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

Links to Other Sites

The Program contains links to third-party web sites. These links are provided solely as a convenience to Client and not as an endorsement by MCS of the content on such third-party web sites. MCS is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If Client decides to access linked third-party web sites, Client assumes all risks. Client's use of third-party web sites is subject to the Terms and Conditions of use for such sites.

Export Control

The United States controls the export of products and information. MCS does not claim that the Program content is appropriate for downloading, or may be downloaded, outside of the United States. Access to the Program (including software) or the Program content may not be legal by certain persons or in certain countries. Client agrees to comply with all applicable restrictions and not to export or re-export the Program (including Software) or Program content to countries or persons prohibited under applicable export control laws. By downloading the contents (including Software), Client is agreeing that Client is not in a country where such export is prohibited or is a person or entity to which such export is prohibited. If Client accesses the Program from outside the United States, Client does so at Client's own risk and is responsible for compliance with the laws of Client's jurisdiction. Client is responsible for compliance with the laws of Client's local jurisdiction regarding the import, export, or re-export of the Contents (including Software).

General

MC Strategies, Inc. (MCS) is based in Atlanta, Georgia, in the United States of America. MCS makes no claims the Program content is appropriate or may be downloaded outside of the United States. Access to the Program (including Software) or Program content may not be legal by certain persons or in certain countries. If Client accesses the College Credit Program from outside the United States, Client does so at Client's own risk and is responsible for compliance with the laws of Client's jurisdiction.

Protected Student Information

MCS will appropriately safeguard all protected student information made available to MCS by, or obtained by MCS from, the Client.

Jurisdiction

These Terms and Conditions are governed by the internal substantive laws of the State of Georgia. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Access to Records

In accordance with 42 U.S.C. Sec 1395x(v)(i)(i) and 42 C.F.R. Sec. 402.300-402.304, as currently in effect or hereinafter amended (collectively, the "Act"), MCS agrees to retain and make available upon request, for a period of four (4) years after the furnishing of such services under this Agreement, records necessary to verify the nature and extent

of the costs of such services when requested by the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, in a manner that complies with the procedural requirements of the Act. MCS agrees to notify Client immediately of any request for access to Client's records, and to consult with Client regarding the response to be made to the request.

Assignment

This Agreement will be binding upon and will inure to the benefit of MCS and Client and to MCS' successors and assigns. Nothing contained in this Agreement will be construed to limit the assignment by MCS of any rights or obligations hereunder. MCS may assign this Agreement without the consent of Client

Termination or Cancellation

Client may terminate or cancel this Agreement upon thirty (30) days prior written notice in the event of (i) any material breach by MCS not cured within such period; or, (ii) chronic material breaches, even if individually cured. Client must notify MCS in writing of alleged material breach and allow thirty (30) days for MCS to remedy the breach. If MCS is unable or unwilling to cure the breach within the thirty days of receipt of written notice, this Agreement may be terminated or cancelled by the Client with written notice of termination or cancellation.

In addition to the causes already stipulated in this Agreement, MCS may terminate this Agreement for the Client's failure to pay any compensation under this Agreement when due.

Notices and Requests

Both Parties agree that notices concerning this Agreement shall be deemed given on the day they are sent by telecopier or other facsimile transmission; three (3) business days after they are deposited in the U. S. Postal Service, postage prepaid, certified or registered, return receipt requested; or, one (1) business day after they are sent by air express courier, charges prepaid, and addressed as follows:

MCS:

MC Strategies, Inc.
Chief Executive Officer
495 Circle 85, Suite 100
Atlanta, Georgia 30349
Telecopier: 404-669-9339

Client:

Yariela Kerr-Donovan
Grant Manager
Department of Human Resources
Project R.E.A.C.H.
550 N. Broadway, Suite 401
Baltimore, MD 21205

Telecopier:

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and all prior or contemporaneous oral or written communications, understandings, or agreements between MCS and Client with respect to such subject matters are hereby superseded in their entirety. Any changes, amendments, or modifications to this Agreement shall not be binding on the parties unless mutually agreed to by the parties in writing.

Agreed,

Johns Hopkins Health System
600 N. Wolfe Street, Phipps 446
Baltimore, MD 21287
410-955-8600 phone
410-614-3894 fax

By: 

Name: Pamela Paulk

Title: Vice President of Human Resources

Date: _

MC Strategies, Inc.
495 Circle 85, Suite 100
Atlanta, GA 30349-6001

By: 

Name: Don Galimore

Title: Chief Executive Officer

Date: 7/7/05