

Affiliation Agreement

Between

The Johns Hopkins Home Care Group, Inc.

and

Gilchrist Hospice Care, Inc.

This Affiliation Agreement (the "Agreement") is made this 1st day of July, 2009 (the "Effective Date"), by and between The Johns Hopkins Home Care Group, Inc. a Maryland not-for-profit corporation ("JHHCG"); and Gilchrist Hospice Care, Inc. a wholly owned subsidiary of GBMC HealthCare, Inc. ("Gilchrist"). JHHCG and Gilchrist may be referred to herein individually as a "Party," and collectively as the "Parties".

Background and Purposes

Whereas, JHHCG desires to establish this affiliation agreement with Gilchrist pursuant to which the Parties will continue and expand the integrated end-of-life continuum of care that has been established for patients of the Johns Hopkins Health System (the "Hopkins System"), involving mutually approved clinical and operational protocols, intended to enhance timely access to needed services and improve care at the end of life, as more fully set forth in this Agreement (such continuum of care being referred to herein as the "Continuum of Care"); and

Whereas, the Parties desire that the Continuum of Care constitute a seamless and continuous array of health-care and end-of-life services most suited to the individual needs and requirements of such patients and delivered in a compassionate, skilled, and cost-effective manner; and

Whereas; this Affiliation Agreement is entered into (a) to strengthen the quality and scope of services to be provided by Gilchrist and (b) to enhance the capabilities of the Parties to provide their patients and the community with high quality, cost-efficient, and compassionate care; and

Whereas, in all aspects of the Parties' relationship and transactions Gilchrist and JHHCG shall have the collaborative objective of providing the highest quality patient care for the individual patients needing and electing the complementary caring services of Gilchrist and JHHCG.

Now, therefore, in consideration of the promises and commitments set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows.

I. Patient Care Objectives.

1. Continuum of Care; Clinical and Operational Protocols. As soon as possible following the Effective Date the Joint Working Group referred to in Section I 2. below will prepare a statement of clinical and operational protocols for the Continuum of Care which the Parties are implementing pursuant to this Agreement. The Parties agree to review periodically such protocols, and the Parties' compliance with such protocols, in order to promote high quality care for Hopkins System patients receiving hospice services from Gilchrist.

As a part of establishing a seamless Continuum of Care, JHHCG hereby designates Gilchrist as one of its preferred providers of adult and pediatric hospice services. JHHCG agrees that it shall not develop or implement with any person or entity other than Gilchrist and The Washington Home ("TWH") any arrangement or protocols which are the same as or substantially similar to the Continuum of Care or the protocols included in the Continuum of Care.

2. Joint Working Group. The Parties will work together to establish a Joint Working Group which will be responsible for discussing implementation and coordination issues concerning the Continuum of Care. The Joint Working Group also will serve as a forum for discussing possible expansion of the scope of this Agreement (e.g., joint efforts on research related to end-of-life care (including hospice and community-based palliative care); continuing medical education courses concerning hospice and community-based palliative care; etc.), subject to the agreement of the Parties. Either Party may change its representatives on the Joint Working Group upon notice to the other Party. If a Party's representative ceases for any reason to serve on the Joint Working Group, such Party shall use its reasonable best efforts to replace such representative with another person whom such Party determines is appropriate to serve as a member of the Joint Working Group.

3. Joint In-Service Patient Care Education. The Parties shall arrange to conduct on a periodic basis joint in-service patient care education and training programs for the staffs of both Parties and the Hopkins System. The joint in-service education and training programs shall initially focus on end-of-life care of patients and such other subject matters as approved by the Parties.

II. Medical Liaison Services, and Pediatric Registered Nurse Clinical Supervision.

1. Medical Liaison/Assistant Medical Director Services. Gilchrist hereby engages JHHCG to provide one or more individual physicians who will serve as a medical liaison/assistant medical director in connection with the Continuum of Care for Hopkins System patients (hereinafter referred to as "Medical Liaison" or "Assistant Medical Director"). As soon as possible following the Effective Date the Joint Working Group referred to in Section I 2. above will prepare and incorporate as part of Exhibit A (thereby becoming part of this Agreement) a statement of the services to be provided hereunder by the Medical Liaison at Gilchrist's direction (the "Services"), and the time records which must be submitted by the Medical Liaison for such services. Gilchrist agrees not to enter into any other relationship for such Medical Liaison Services with respect to Hopkins System patients during the term of this Agreement; provided that: (i) Gilchrist may engage one or more Medical Liaisons to provide medical direction for Gilchrist; and (ii) if Gilchrist is not able, using reasonable best efforts, to contact the Medical Liaison scheduled to provide Medical Liaison services hereunder, Gilchrist may rely on any of its Medical Directors to provide Medical Liaison services hereunder until such Medical Liaison is available to provide the Services.

For the first year during which this Agreement is in effect, Gilchrist will pay JHHCG at the rate of \$150/hour for Services provided by the Medical Liaison hereunder, which rate the Parties believe constitutes the fair market value of the services referred to in this Section. JHHCG will submit monthly invoices to Gilchrist for these services, and Gilchrist shall pay each undisputed invoice within thirty (30) calendar days following Gilchrist's receipt of such invoice. Compensation will be reviewed annually to determine required increases to remain market competitive.

The statement referred to above which will be incorporated into Exhibit A also will set forth the initial schedule for each Medical Liaison's provision of Services, as may be changed from time to time by the Parties. Gilchrist may cease engaging any such individual on at least thirty (30) days prior written notice to JHHCG; provided that Gilchrist may immediately terminate any Medical Liaison on written notice to JHHCG if Gilchrist reasonably determines that such individual's continuation as a Medical Liaison may: (i) jeopardize any patient's care; (ii) jeopardize Gilchrist's participation in or payments under Medicare, Medicaid, any successor to either such program, or any other governmental health care program; (iii) jeopardize Gilchrist's business or reputation; or (iv) subject Gilchrist to sanctions under applicable legal, regulatory or accreditation requirements.

2. Disputes Regarding Medical Direction. In the event that any Medical Liaison hereunder reasonably believes that Gilchrist is not complying with such physician's reasonable medical direction according to the provisions of Exhibit A, such physician and Gilchrist's Medical Director shall use their reasonable best efforts to

resolve such matter. If the physician and Gilchrist's Medical Director cannot resolve such matter, the matter shall be submitted in writing to the Joint Working Group for resolution. If the members of the Joint Working Group, using reasonable best efforts, cannot resolve such matter to the Parties' mutual satisfaction, the matter shall be submitted in writing to the Parties' respective Presidents/CEOs for resolution. If the Parties' respective Presidents/CEOs, using reasonable best efforts, cannot resolve such matter to the Parties' mutual satisfaction, either Party may terminate this Agreement on thirty (30) days prior written notice to the other Party. Disputes subject to this Section shall not be subject to the dispute resolution procedures set forth in Section XIV below.

3. Pediatric Registered Nurse Clinical Supervision. Gilchrist hereby engages the Director of Johns Hopkins Pediatrics at Home (the "Director") or his/her designee to provide Registered Nurse clinical supervision for Gilchrist's pediatric hospice patients in the Continuum of Care. As soon as possible following the Effective Date, the Joint Working Group referred to in Section 1 2. above will prepare and attach hereto as Exhibit B (thereby becoming part of this Agreement) a statement of the services to be provided hereunder by the Director at Gilchrist's direction, and the time records which must be submitted by the Director for such services.

Gilchrist will pay JHHCG or its designee at the rate of \$75/hour for pediatric hospice clinical supervision services provided by Director hereunder, which rate the Parties believe constitutes the fair market value of the clinical supervision services referred to in this Section. JHHCG will submit monthly invoices to Gilchrist for these services, and Gilchrist shall pay each undisputed invoice within thirty (30) calendar days following Gilchrist's receipt of such invoice. On each anniversary date of the Agreement, the then hourly rate will increase by three percent (3%).

The statement referred to above which will be incorporated as part of Exhibit B also will set forth the initial schedule for the Director's provision of services for Gilchrist, as may be changed from time to time by the Parties. If Gilchrist reasonably determines that the Director is not providing satisfactory pediatric hospice clinical supervision services, upon Gilchrist's written request to JHHCG the Director will cease providing such services for Gilchrist and JHHCG will use its reasonable best efforts to arrange for another employee in the Hopkins System qualified to provide such pediatric hospice clinical supervision to provide such services for Gilchrist (each such replacement to be subject to Gilchrist's prior approval). If Gilchrist determines that it does not require the amount of pediatric hospice clinical supervision services specified above, Gilchrist shall so notify JHHCG and the amount of such services shall be reduced to the amount required by Gilchrist (with a corresponding reduction in the compensation to JHHCG based on the hourly rate mentioned above in this Section). If due to medical or vacation leave the Director is not available to provide the services referred to in this Section, JHHCG will use its reasonable best efforts to arrange for another employee in the Hopkins System qualified to provide such pediatric hospice clinical supervision to provide such services for Gilchrist (each such replacement to be subject to Gilchrist's prior approval).

III. Gilchrist's Availability to Serve Hospice Patients.

1. Gilchrist's Commitment to Accept Hopkins System Patients. Subject to the provisions of Section III 3. below, with respect to each patient in the Hopkins System residing in Maryland, the District of Columbia or northern Virginia who needs hospice services and selects Gilchrist to provide such services, the Parties agree that: (i) Gilchrist will accept such patient for such services (regardless of the patient's ability to pay), and will use its reasonable best efforts to assist such patient and JHHCG in the seamless admission of such patient to Gilchrist's hospice program; (ii) on or prior to the admission date, JHHCG will provide a copy of the patient's history and physical and other pertinent clinical documents that will assist in determining eligibility for covered hospice services and development of a hospice plan; and (iii) each Party will timely make all regulatory submissions which it must make (if any) with respect to such patient's admission to Gilchrist's hospice program. The Parties shall work cooperatively to provide a positive patient-care experience to all such hospice patients. The Parties acknowledge the need to comply with the requirements of HIPAA and will work together to amend the requirements of this Section, to the extent necessary, to comply with HIPAA and other applicable law.

2. Patients' Freedom of Choice. The Parties acknowledge that: (a) JHHCG and any other person or entity affiliated with the Hopkins System will offer Hopkins System patients a choice of providers of needed and elected services, and honor such choice; and (b) Gilchrist and any person or entity affiliated with Gilchrist will offer Hopkins System patients a choice of providers of needed and elected services, and honor such choice.

3. Capacity Limitations. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that there may be times when limitations in Gilchrist's resources may temporarily prevent Gilchrist from accepting additional patients from the Hopkins System. In such case Gilchrist will so notify JHHCG, and Gilchrist will coordinate with another licensed hospice service provider approved in advance by JHHCG to serve such patients.

IV. Use of Hopkins' Name.

The Parties agree that Gilchrist may not use the Johns Hopkins name in any way (including, without limitation, in connection with any fundraising events) without JHHCG's prior written approval, which may be withheld at the sole discretion of JHHCG.

V. Confidential Information.

A. Confidential Information. The Parties acknowledge that in the course of this Agreement either Party (referred to herein as the "Receiving Party") may come into

possession of information designated by the other Party (referred to herein as the "Disclosing Party") as confidential (referred to herein as "Confidential Information"), including, without limitation, proprietary, financial, accounting, or operational information of the Disclosing Party. Each Party agrees that a Disclosing Party's Confidential Information is deemed confidential and shall not be disclosed by the Receiving Party to any person or entity without the Disclosing Party's written approval; provided that the Receiving Party may disclose such Confidential Information to the Receiving Party's employees, agents and advisors in connection with performing, analyzing and enforcing the terms of this Agreement, and each such employee, agent and advisor shall be required to keep such Confidential Information confidential as required by this Section. The non-disclosure obligations of this Section shall not apply to: (i) any Confidential Information that was in the Receiving Party's possession prior to receipt of such Confidential Information from the Disclosing Party; (ii) any Confidential Information in the public domain other than due to a breach of this Section by the Receiving Party or its employee, agent or advisor; (iii) any information that is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (iv) any Confidential Information obtained by the Receiving Party from a third party who/which is under no obligation of confidence to the Disclosing Party; (v) any Confidential Information which is disclosed to the Receiving Party without restriction by the Disclosing Party. In addition, this Section shall not preclude either Party from disclosing any Confidential Information in connection with any legal proceeding concerning this Agreement, or in response to an order from a court or regulatory body of competent jurisdiction, or as otherwise required by applicable law. The obligations of this Section will survive any termination or expiration of this Agreement.

B. Jointly Developed Intellectual Property. Gilchrist's Confidential Information shall remain the sole and exclusive property of Gilchrist. JHHCG's Confidential Information shall remain the sole and exclusive property of JHHCG. Neither Party shall have any interest in, and no right to use, including, without limitation, any use resulting in disclosure to any third party any of the other Party's Confidential Information. Intellectual property, including without limitation, clinical and operational protocols, that is jointly developed by the Parties will be jointly owned by the Parties and licensed at no charge to JHHCG and Gilchrist for their own use. The proceeds from the sale or license of any jointly developed intellectual property (which sale or license shall require the prior written approval of both Parties), and all mutually approved costs in connection with any such sale or license, shall be shared equally by the Parties.

VI. Management Representation

Gilchrist Board Committee Membership. Gilchrist shall take such steps as are necessary to arrange for three (3) seats on the Quality Committee of the Gilchrist Board of Directors to be reserved for JHHCG's Vice President/Chief Operating Officer, and others as designated by the Joint Working Group. The Medical Liaisons will attend the Medical Director's Staff meetings as scheduled. In the event that a reorganization of Gilchrist results in a material change in the authority or areas of

responsibility of the Quality Committee, Gilchrist agrees to use reasonable efforts to provide committee positions comparable to those mentioned above.

VII. Initial Term; Termination.

The initial term of this Agreement shall be one (1) years, commencing on the Effective Date, subject to the termination provisions of this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year renewal terms, subject to the termination provisions of this Agreement. This Agreement can be terminated as follows:

1. Material Uncured Breach by Gilchrist. If Gilchrist materially breaches any provision of this Agreement, then JHHCG, if it desires to terminate this Agreement, must give Gilchrist written notice of the breach and an opportunity to cure the breach within sixty (60) days of such notice; provided that such required notice period shall be thirty (30) days for any failure of Gilchrist to pay JHHCG as required by this Agreement. If Gilchrist does not cure the breach within this sixty (60) day period (or within the thirty (30) day period for a failure to pay breach), then this Agreement will terminate effective at the end of the sixtieth (60th) day (or, for a failure to pay breach, at the end of the thirtieth (30th) day).

2. Material Uncured Breach by JHHCG. If JHHCG materially breaches any provision of this Agreement, then Gilchrist, if it desires to terminate this Agreement, shall give JHHCG written notice of the breach and an opportunity to cure the breach within sixty (60) days of such notice. If JHHCG does not cure the breach within this sixty (60) day period, then this Agreement will terminate effective at the end of the sixtieth (60th) day.

3. Bankruptcy. Either Party may terminate this Agreement upon written notice to the other Party if the other Party applies for or consents to the appointment of a receiver, trustee or liquidator for all or a substantial portion of its assets, files a voluntary petition in bankruptcy or is the subject of an involuntary bankruptcy filing, makes a general assignment for the benefit of creditors, or files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating the other Party bankrupt or insolvent or approving a petition seeking reorganization of such other Party or appointing a receiver, trustee or liquidator for such other Party of all or a substantial portion of its assets, and such order, judgment or decree shall continued unstayed and in effect for any period of sixty (60) consecutive days.

4. Change in Law. Either Party may terminate this Agreement upon written notice to the other Party if such Party determines that continuation of this Agreement may subject such Party to sanctions under applicable legal requirements or may

jeopardize such Party's participation in or payments under Medicare, Medicaid, any successor to either such program, or any other governmental payor arrangement; provided that in such case the Parties agree to use reasonable best efforts and negotiate in good faith in the course of the thirty (30) day period following such termination to determine whether they can reach mutual agreement concerning how to modify this Agreement to comply with applicable legal requirements. The obligations of this Section will survive any termination or expiration of this Agreement.

5. Termination Based on Medical Direction Dispute. Either Party may terminate this Agreement pursuant to the provisions of Section II 2, above. In addition, JHHCG may terminate this Agreement upon notice to Gilchrist if Gilchrist engages a physician other than one provided by JHHCG to provide the Medical Liaison services referred to in Section II 1, above, for Hopkins System patients; provided that Gilchrist may engage one or more Medical Directors to provide medical direction for Gilchrist.

6. Other Termination Provisions. Either party (the "Terminating Party") may immediately terminate this Agreement on written notice to the other party. (the "Other Party") if the Terminating Party reasonably determines that continuation of this Agreement may: (i) jeopardize any patient's care; (ii) jeopardize the Terminating Party's participation in or payments under Medicare, Medicaid, any successor to either such program, or any other governmental health care program; (iii) jeopardize the Terminating Party's business or reputation; or (iv) subject the Terminating Party to sanctions under applicable legal, regulatory or accreditation requirements; provided that prior to terminating this Agreement pursuant to this Section the Terminating Party shall, upon the Other Party's request, negotiate in good faith for a reasonable period in an effort to modify this Agreement to address the Terminating Party's reason(s) under this Section for terminating this Agreement.

7. Termination Based on Loss of Essential License. If either party loses any license or regulatory authorization which is essential for such party to perform its health care service obligations under this Agreement, and fails to obtain or have re-instated such license or regulatory approval within sixty (60) calendar days thereafter, the other party may terminate this Agreement upon written notice to the party which lost such license or regulatory approval.

8. Termination at the End of a Term. This Agreement may be terminated by either Party upon written notice to the other Party at least sixty (60) calendar days prior to the end of the initial term or renewal term, as applicable.

9. Effect of Termination. Termination of this Agreement for any reason will not relieve either Party of any obligation, which arose under this Agreement prior to such termination, or any obligation stated in this Agreement which by its terms is intended to survive termination or expiration of this Agreement.

VIII. Dispute Resolution.

If either Party believes there is a dispute arising out of or in connection with this Agreement, the Party shall give the other Party written notice of the dispute and a statement of the facts concerning the dispute. The representatives of the Parties shall work to resolve this dispute in a manner acceptable to both Parties. If the dispute cannot be resolved by the representatives of the Parties, the dispute shall be submitted in writing to the President of JHHCG and the President of Gilchrist. If the Presidents of JHHCG and Gilchrist are unable to resolve the dispute in a mutually satisfactory manner within thirty (30) days, either Party may submit the dispute to arbitration as provided below, or the Parties may by mutual agreement terminate this Agreement.

All disputes arising out of or in connection with this Agreement which are not resolved through the process stated in the foregoing paragraph shall be submitted to binding arbitration by a single arbitrator under the administration of the rules of the American Health Lawyers Association arbitration process. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

This Section VIII shall not apply to disputes which are subject to Section II 2, above.

IX. Insurance and Indemnification.

1. Gilchrist's Obligations. Gilchrist shall maintain throughout the duration of this Agreement the insurance coverage set forth in Exhibit C if such insurance coverage can be obtained on commercially reasonable terms. Upon request by JHHCG, Gilchrist shall provide to JHHCG written documentation evidencing such insurance coverage. Gilchrist agrees to indemnify, hold harmless and defend JHHCG and its officers, directors, agents and employees from and against any and all liability, loss, damages, claims, causes of action, proceedings, and expenses associated therewith (including reasonable attorneys' fees and costs of litigation) caused by Gilchrist's act or omission. This provision shall survive the termination or expiration of this Agreement for any reason.

2. JHHCG's Obligations. JHHCG shall maintain throughout the duration of this Agreement the insurance coverage set forth in Exhibit C if such insurance coverage can be obtained on commercially reasonable terms. Upon request by Gilchrist, JHHCG shall provide to Gilchrist written documentation evidencing such insurance coverage. JHHCG agrees to indemnify, hold harmless and defend Gilchrist and its officers, directors, agents and employees from and against any and all liability, loss, damages, claims, causes of action, proceedings, and expenses associated therewith (including reasonable attorneys' fees and costs of litigation) caused by JHHCG's act or omission. This provision shall survive the termination or expiration of this Agreement for any reason.

X. Miscellaneous Provisions.

1. Independent Contractors. In the performance of this Agreement, each Party (and all of its employees and agents) shall be, and will remain at all times, an independent contractor to the other Party, and nothing herein contained shall be construed to create or establish any partnership or any other business relationship between the Parties other than that of independent contractors.

2. Compliance with All Laws Concerning Licenses and Approvals. Each Party shall be independently responsible for materially complying with applicable laws and regulations such that the Party maintains the licenses and other governmental approval(s) required for such Party to perform its obligations under this Agreement.

3. Health Care Compliance. Each Party warrants to the other Party that the warranting Party and its directors, officers and employees are not currently, and never have been, excluded from participation in a federal or state health care or procurement program, and that the warranting Party shall notify the other Party immediately in the event that the warranting Party or any of its directors, officers or employees is excluded from any such program or receives a material sanction in connection with any such program. The Parties agree that nothing in this Agreement constitutes, or should be construed as, an offer or payment of any remuneration, whether directly or indirectly, overtly or covertly, for patient referrals or for recommending or arranging for the purchase, lease or order of any item or service for which any payment may be made under Medicare, Medicaid or any other governmental health care program.

4. HHS Audits. If applicable, each Party shall comply with provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) and the regulations thereto. As required by law, each Party will permit access by government representatives to this Agreement and each Party's books and records and will include this provision in subcontracts for the work covered by this Agreement.

5. Nondiscrimination. The Parties agree that there shall be no discrimination in the care of patients or otherwise in the performance of this Agreement based on any patient's race, color, disability, religion, sex, sexual preference, age or national origin in violation of applicable federal or state law or regulation.

6. Notices. All notices hereunder shall be in writing, and shall be delivered by hand, transmitted by facsimile, or mailed, postage prepaid, registered, or certified mail receipt requested addresses as:

If to JHHCG or any of the Hopkins System entities listed on the signature page:

Johns Hopkins Home Care Group
Attn: President and CEO
5901 Holabird Avenue
Baltimore, Maryland 21224

with a copy to:

General Counsel
The Johns Hopkins Health System Corporation
BRB 102
733 N. Broadway
Baltimore, Maryland 21205

If to GILCHRIST:

Gilchrist Hospice Care.
Attn: President and CEO
11311 McCormick Road Suite 350
Hunt Valley, MD 21031

or to such other address or to such other person as may be designed by notice given from time to time during the term hereof by one Party to the other. Any notice hereunder shall be deemed given five (5) business days after mailing, if given by mailing in the manner-provided above, or on the date delivered or transmitted if given by hand or facsimile.

7. Assignment. Neither Party shall assign or otherwise transfer any rights or responsibilities under this Agreement without the prior written consent of the other Party, and any attempted assignment or other transfer in violation of this Section is void. The Parties agree that either Party may assign this Agreement to any entity that controls, is controlled by or is under common control with such Party.

8. Waiver. No waiver by either Party of any breach or default in performance by the other Party, and no failure, refusal or neglect to exercise any right, power or remedy given to either Party hereunder or to insist upon strict compliance with or performance of all obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the provisions of this Agreement.

9. Severability; Force Majeure. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither Party shall be deemed to be in default hereof if prevented from performing any obligation under this Agreement for any reason beyond its control, including, without limitation, governmental laws and regulations, acts of God or of the public enemy, flood, or strikes.

10. Governing Law; Binding Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Maryland, without

reference to such state's cases or statutes regarding conflict of laws. This Agreement shall inure to the benefit of and be binding on the Parties and their respective permitted successors and assigns.

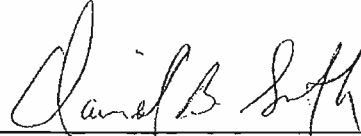
11. Legal Costs. In the event of judicial or other legal actions to enforce this Agreement, the Party prevailing in such action shall be entitled to collect from the other Party all of the costs and expenses (including reasonable attorneys' fees) of such action.

12. Counterparts. This Agreement may be executed in several counterparts each one of which shall be deemed to be an original and all of which together shall constitute one single Agreement between the Parties.

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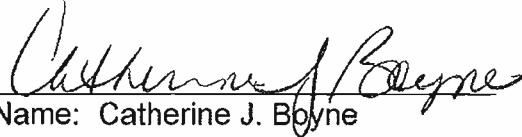
IN WITNESS WHEREOF, the undersigned Parties have entered into and executed this Agreement as of the day and year first above written.

THE JOHNS HOPKINS HOME CARE
GROUP, INC.



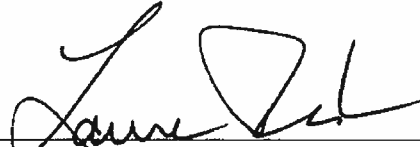
Name: Daniel B. Smith
Title: President

GILCHRIST HOSPICE CARE, INC.



Name: Catherine J. Boyne
Title: President

GBMC HEALTHCARE, INC.



Name: Laurence M. Merlis
Title: President & CEO

EXHIBIT A

LIST OF PHYSICIANS; STATEMENT OF SERVICES; SCHEDULE

Pursuant to the Agreement, JHHCG shall provide a list of physicians who will provide services to Gilchrist hereunder.

Assistant Medical Director – Team

- Participates as the hospice physician in weekly interdisciplinary team conferences to review hospice patient care planning.
- Participates in routine record review of hospice patients.
- Participates in the continuing education of the interdisciplinary care team regarding palliative medical management and symptom control.
- Communicates with attending physicians of hospice patients when requested.
- Reviews the admission evaluation of hospice patients when requested.
- Serves as a resource person to community physicians regarding potential hospice patients.
- Reviews and signs orders, prescriptions and other clinical documentation as needed in the event of unavailability of the patient's attending physician.
- Visits patients as needed incidental to the performance of the duties as Medical Liaison.
- Coordinates activities with the Medical Director.

Pursuant to the Agreement, the parties shall attach to this Agreement, the parties shall create an initial schedule for each Medical Liaison's provision of Services.

EXHIBIT B

PEDIATRIC CLINICAL SUPERVISION STATEMENT OF SERVICES

Pursuant to the Agreement, the parties shall attach to this Agreement the following:

1. A statement of the services to be provided hereunder to be determined by the Joint Working Group.
2. The time records which must be submitted by the Director for such services.
3. The initial schedule for the Director's provision of services for Gilchrist

EXHIBIT C
INSURANCE COVERAGE

JHHCG shall ensure that the individual Medical Liaison(s) pay for and carry malpractice insurance covering the services to be rendered by he/she hereunder in the minimum amount of \$1,000,000.00 per medical incident and \$3,000,000.00 in the aggregate.

Gilchrist shall provide evidence of current professional liability insurance in the minimum amount of \$1,000,000.00 per claim and \$3,000,000.00 in the aggregate.

Each party shall provide the other with satisfactory evidence of coverage and provide ten (10) days' notice of cancellation or non-renewal of insurance.