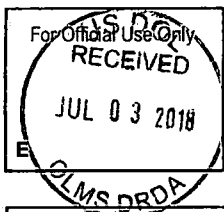


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 03-31-2019



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

679890

1. File Number: C- 68162

Person Filing	
2. Name and mailing address (include ZIP Code): Name Louis Bardi Jr Title President Organization BCI P.O. Box, Bldg., Room No., if any Street 5431 Sussex Ln City Sarasota State Florida ZIP Code + 4 34233	3. Any other address where records necessary to verify this report are kept: Name Title Organization P.O. Box, Bldg., Room No., if any Street City State ZIP Code + 4
4. Date fiscal year ends: Dec / 31	5. Type of person: a. <input type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input checked="" type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Organization The Johns Hopkins Hospital Trade Name, if any P.O. Box, Bldg., Room No., if any Street 600 North Wolf St City Baltimore State Maryland ZIP Code + 4 21287	7. Date entered into: 5 / 11 / 2018 8. Name of person(s) through whom made: Name Kristen Lukish Name Name Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed [Signature] President
(If other title, see instructions)
Title President

14. Signed _____ Treasurer
(If other title, see instructions)
Title Treasurer

On 6/19/2018 Date
91152141 Telephone Number

On _____ Date
_____ Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

All services shall be performed on an hourly basis and expenses in connection with such services will be reimbursed to BCI.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To assist the organization in educating potential bargaining unit employees and leadership of their rights under the National Labor Relations Act.

11.b. Period during which performed:

May 29, 2018

11.c. Extent performed:

11.d. Name and address through whom performed:

Name Marla Bardi

Organization BCI

P.O. Box, Bldg., Room No., if any

Street 5431 Sussex Ln

City Sarasota

State Florida

ZIP Code + 4 34233

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

12.a. Identify subject groups of employees:

Registered Nurses

12.b. Identify subject labor organizations:

National Nurses United

Kristiana Lukish
Vice President
Human Resources

The Johns Hopkins Hospital
600 North Wolfe Street / Oster 700
Baltimore, MD 21207
410-955-8600 Telephone
Kulash1@jhmi.edu



May 10, 2018

Louis Bard, Jr., President
Bard Consulting, Inc.
5431 Sussex Lane
Sarasota, Florida 34233

Dear Mr. Bard:

This letter agreement sets forth the terms and conditions that apply to Bard Consulting Inc.'s ("BCI") upcoming engagement by The Johns Hopkins Hospital ("JHH") in connection with certain labor matters including education and persuader activities. Such activities will be coordinated with Kristiana Lukish, Vice President of Human Resources or her designee.

1. BCI agrees to perform the following tasks and activities: Services will be provided by Maria J. Bard, RN. Ms. Bard will provide such labor education and other services as directed by Ms. Lukish or her designee.
2. We will compensate BCI for its work at an hourly rate of \$150.00 per hour. Expenses will be reimbursed in accordance with the Travel and Expense Policy attached hereto, with the exception that JHH will not require that air travel be booked fourteen days in advance where not practicable, and will permit BCI to rent cars for reasonable periods longer than one week. Travel of more than 2 hours during non-business hours will be billed at half the hourly rate. Travel during normal business hours will be billed at the stated hourly rate. BCI agrees to submit invoices on a semi-monthly basis in arrears. Each invoice must record the amount of time BCI spent working on behalf of JHH. We will pay all complete and undisputed invoices within sixty (60) days from receiving the invoice, and will provide BCI with an advance of up to \$5,000 in anticipated expenses. JHH is a tax-exempt corporation under Section 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 JHH is 31000954.
3. BCI will be available to provide services for a period commencing as of the date BCI signs this letter. We reserve the right to terminate this engagement, without cause, on fifteen (15) days written notice to BCI. We may also terminate this agreement if BCI's performance does not meet our standards or if BCI fails to work in compliance with the terms of this letter agreement. We will provide BCI with written notice in advance of any termination of this engagement.
4. It is our intent that all materials, ideas, concepts, designs, processes, algorithms, know-how and other output or results developed or delivered in connection with this engagement (the "Work") are work-for-hire within the meaning of the Copyright Act of 1976, as amended. BCI acknowledges and agrees that, upon creation, the Work (and all right, title and interest in and to the Work, including without limitation, copyright) belongs to JHH and is JHH's sole and exclusive property. To the extent that any Work does not constitute a work-for-hire, BCI has granted to us, an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense

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through multiple tiers of sub licensees) to the Work. To the extent the Work does not constitute a work-for-hire and cannot be licensed to JHH, BCI irrevocably assigns and agrees never to assert BCI's rights in the Work against JHH, JHH's affiliated entities, or any of its or their successors in interest.

5. The nature of this engagement requires a confidential relationship with us. BCI agrees to keep secret and to treat as confidential, any information that is directly or indirectly furnished or disclosed to BCI or which BCI otherwise learns in connection with this engagement, including any information about JHH's patients and employees (hereinafter collectively termed "Confidential Information"). BCI is prohibited from disclosing Confidential Information to any third party. When this engagement terminates or expires, BCI agrees to return to all property of JHH and its affiliated entities, including Confidential Information. Please also review and sign the Confidentiality Agreement attached hereto as Exhibit A and return it to Kristiana Lukish along with a signed copy of this letter agreement.
6. BCI agrees that JHH's prior written consent is required before BCI is permitted to make or issue any public or private announcements, media releases, press conferences, advertising or similar publicity in any form relating to the name, image, or logo for any variation or combination of such name, image, or logo of JHH, its parent or affiliates or to the name or image of any employee or patient of JHH, its parent or affiliates. JHH may withhold consent in its sole discretion.
7. BCI represents and warrants that BCI has notified us if, as of the date of this letter or during the seven (7) year period prior to the date of this letter, neither BCI, nor any personnel provided, have had a criminal history of any kind in any jurisdiction (including misdemeanors and felonies, arrests, pending charges and convictions). If BCI has not notified us of any criminal history, please do not sign this letter agreement until after BCI has disclosed BCI's criminal history and BCI's engagement has been approved by us.
8. BCI will follow all applicable JHH policies and procedures.
9. BCI represent and warrant that BCI has never been sanctioned or excluded from any federally funded health care programs as provided in Sections 1126 and 1128A of the Social Security Act (42 U.S.C. 1320a-7a) and that BCI are not listed on the excluded provider list found at <http://tag.hhs.gov> or on the Systems for Awards Management (SAM) listing www.SAM.gov. BCI is required to notify us immediately if BCI becomes sanctioned or excluded from any federally funded health care programs. The notification should include the grounds for sanction or exclusion and the duration of the sanction or exclusion.
10. This engagement does not constitute an employment relationship. The tasks and activities BCI performs in connection with this engagement are performed in BCI's capacity as an independent contractor. BCI is solely responsible for paying any and all taxes applicable to the fees that are paid to BCI in connection with this engagement. BCI is liable to pay the cost of any taxes, fines or penalties assessed against us in connection with BCI's failure to pay applicable taxes. BCI agrees to maintain appropriate insurance coverage for any individuals providing services to JHH in connection with this engagement. BCI will need to provide proof of such coverage upon our request.
11. Pursuant to 42 U.S.C. 1395a(y)(1)(I) and 42 C.F.R. § 420.302, if the value or cost of services that BCI provides to JHH is Ten Thousand Dollars (\$10,000) or more over any twelve (12) month period, BCI agrees that until the expiration of four (4) years after the furnishing of such services, that request, BCI will make available to the Secretary of the Department of Health and

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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.

12. We will send any notices or other communications regarding this engagement to BCI at the address listed above. If that is not the correct address for future communications, please write in the correct address to the right of the signature block below. Please send any notices or communications to us at 1101 E. 33rd Street, Baltimore, Maryland 21218, Attn: Kristiana Lukish. BCI should copy our legal department on any notices or other communications that BCI send to us. The address for our legal department is: The Johns Hopkins Health System Corporation, 733 N. Broadway, Suite 102, Baltimore, MD 21205. Attention: General Counsel.

If this letter agreement correctly reflects our understanding, please sign and return a copy to the attention of Kristiana Lukish (e-mail: Kulash1@jhmi.edu).

We look forward commencing our work together.

Sincerely,

Kristiana Lukish
Vice President of Human Resources
The Johns Hopkins Hospital

By signing below, Bard Consulting, Inc. acknowledges and agrees that this letter constitutes a binding legal agreement between Bard Consulting, Inc. and The Johns Hopkins Hospital. Bard Consulting, Inc. hereby accepts and agrees to the terms and conditions set forth in this letter agreement and its attachments.

BARD CONSULTING INC.

By:

Name: Louis Bard, Jr.

Title: President

Date: 5/10/18

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EXHIBIT A 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 Health System Corporation (hereby referred to as "JHH") and for which I am engaged or for which I am performing services ("Services"). This information may include, but is not limited to, information on patients, employees, students, other workforce members, donors, research, and financial and business operations (collectively referred to as "Confidential Information"). 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.

By signing below, I agree to the following:

- 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 not post or discuss Confidential Information, including pictures and/or videos on my personal social media sites (e.g. Facebook, Twitter, etc.). Likewise, I will not post or discuss Confidential Information on Johns Hopkins-sponsored social media sites without the appropriate authorization in accordance with established Johns Hopkins policies and procedures.
- I will not access, maintain or transmit Confidential Information on any unencrypted portable electronic devices (e.g. Blackberries, Androids, iPhones, iPads, etc.) and agree to use such devices in accordance with Johns Hopkins policies only.
- 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: Louis Bard, Jr. Company: Bard Consulting, Inc.

Signature: Date: 5/10/18

Johns Hopkins Dept/School for which providing services: JHH Human Resources

The original signed copy of this Agreement should be retained in the office of the primary Johns Hopkins unit engaging such persons.

Copy to consultant, contractor or vendor.

A.3.3.a

Effec. Date 10/14

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

By signing below, I agree to the following

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

Exec. Date 10/14

JOHN H. HARRIS

AB

SEE AGREEMENT *ll*

Updated 8/2017

AB