



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

CONTRACTOR FULL NAME: Pediatric Services of America

DOING BUSINESS AS, IF APPLICABLE: Aveanna Healthcare

BUSINESS ADDRESS: PO Box 746256, Atlanta GA 30374-6256

BUSINESS PHONE: 470-489-0144

BUSINESS EMAIL: Donnie.Koch@aveanna.com

SS# OR TAX ID #:

PREPARED BY: Department of Student Services

PRINCIPAL OR SUPERVISOR: Typhanie Jackson, Supervisor of Student Services

AGREEMENT EFFECTIVE DATES: **From:** 08/30/2021. **To:** 06/30/2022.

HOURLY/ DAY/or PER SESSION RATE: \$53.00/per hour for a maximum of 308 days @ 6.5 hours per day

TOTAL AMOUNT: \$106,106

DESCRIPTION OF SERVICE: The contractor will provide 1:1 nursing care for 2 special education students with complex medical needs during the school day and including during transportation to/from school/home for the 2021-2022 school year. This service is necessary in order to provide the students' access to a Free and Appropriate Education as identified in the students' Individual Education Plan (IEP)

In addition, please attach a detailed scope of service and a copy of the Contractor's resume:

Submitted by: Typhanie Jackson Phone: 475-220-1760



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Typhanie Jackson, Director of Special Education/Student Services
Date: July 20, 2021
Re: Aveanna Healthcare Contract

Please answer all questions and attach any required documentation as indicated below. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

1. Contractor Name: Aveanna Healthcare

2. Description of Service: The contractor will provide 1:1 Nursing Care for 2 special education students with complex medical needs during the of the 2021-2022 School Year. In order to provide all nursing services required by the student's individual health care plan and maintain constant supervision of the student during the 2021-2022 School Year and during transportation to and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students' Individual Education Plan (IEP).

3. Amount of Agreement and hourly or session cost: \$ 106,106
\$53.00 per hour for 308 days @ 6.5 hours per day

4. Funding Source and account number: IDEA Handicapped Special Funds Account, account # 2504-5034-56903, Location Code: 0000 (*pending receipt of funds*)

5. Continuation/renewal or new Agreement?

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? **Renewal no increase**
- b. What would an alternative contractor cost: **comparable costs**
- c. If this is a continuation, when was the last time alternative quotes were requested? annually
- d. For new or continuation: is this a service existing staff could provide. If no, why not? **No as we have a shortage of nursing staff**

6. Type of Service:

Answer all questions:

- e. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? **no**
- f. After School or Extended Hours Program? **no**
- g. School Readiness or Head Start Programs? **no**
- h. Other: (Please describe)

7. Contractor Classification:

Answer all questions:

- i. Is the Contractor a Minority or Women Owned Business? **no**
- j. Is the Contractor Local? **yes**
- k. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? **no**
- l. Is the Contractor a public corporation? **no**
- m. Is this a renewal/continuation Agreement or a new service? **renewal**
- n. If it is a renewal/continuation has cost increased? If yes, by how much? **N/A**
- o. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

8. Contractor Selection:

Answer all questions

- p. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume. **This vendor is providing contracted nursing services to be delivered during our summer school program**
- q. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? **Utilization of company , availability of nursing staff**
- r. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: **previous history and availability**

9. Evidence of Effectiveness & Evaluation

Answer all questions

- s. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? This contractor will provide nursing services
- t. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness.
- u. How is this service aligned to the District Continuous Improvement Plan? This service is aligned to the strategic plan whereby addressing the health and safety needs of students

10. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound as it provides necessary services for students.

11. What are the implications of not approving this Agreement? Summer school programs would be without nursing support.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT

By And Between

The New Haven Board of Education

AND

Aveanna Healthcare

FOR DEPARTMENT/PROGRAM:

Student Services/Special Education Department

This Agreement entered into on the 20th day of July 2021, effective (*no sooner than the day after Board of Education Approval*), the 10th day of August 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, Aveanna Healthcare located at, PO Box 746256, Atlanta, GA 30374-6256 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$53.00 per hour, for a total of 308 days, @ for a maximum of 6.5 hours per day. hours or sessions.

The maximum amount the contractor shall be paid under this agreement: One Hundred Six Thousand One Hundred Six (\$106,106). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

Fiscal support for this Agreement shall be by IDEA Handicapped Special Funds Account Program of the New Haven Board of Education, **Account Number: 2504-5034-56903 Location Code: 0000 (pending receipt of funds)**

This agreement shall remain in effect from August 30, 2021 to June 30, 2022.

SCOPE OF SERVICE: *Please provide brief summary of service to be provided.*

The contractor will provide 1:1 Nursing Care for 2 special education students with complex medical needs during the of the 2021-2022 school year, in order to provide all nursing services required by the student’s individual health care plan and maintain constant supervision of the student during the school day and during transportation to and from home/school and school/home. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the students’ Individual Education Plan (IEP).

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



James Elkington (Jun 28, 2021 12:30 EDT)

Contractor Signature

President
New Haven Board of Education

Jun 28, 2021

Date

Date

James Elkington- SVP Revenue Cycle Management

Contractor Printed Name & Title

Revised: 11/27/18



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18

CONTRACTOR ASSESSMENT

Vendor Name: Aveanna Healthcare

Project Description: To provide 1:1 Nursing services for 2021-2022 school year.

Evaluator: Typhanie Jackson

Date: July 20, 2021

	Unacceptable				Excellent	Not applicable
	1	2	3	4	5	N/A
Quality of contractor's Work						
1. Attendance					x	
2. Effectiveness of consultation			x			
3. Ability to communicate with staff and parents				x		
4. Monitor and maintain social emotional behavioral records				x		
5. Appropriate recommendations for student programming				x		
Working relationship of contractors with district						
6. Timely submission of department data					x	
7. Positive feedback from staff and families				x		
8. Collegial, collaborative relationships with building professionals				x		
Implementation of practice across the district						
9. Flexibility in scheduling				x		
10. Team work with teacher and other professionals				x		

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JUSTIN ELICKER
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	Pediatric Services of America, LLC dba Aveanna Healthcare
VENDOR ADDRESS	Attn: Managed Care 400 Interstate N. Parkway, S.E. Suite 1600, Atlanta GA 30339
TELEPHONE /FAX	Ph: 470-489-0144 Fax 770-248-7417
CONTACT/E-MAIL ADDRESS	MANAGEDCARE@AVEANNA.COM
SOLICITATION TITLE	
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- "Contract" means any Public Contract as defined below.
- "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of Georgia County of Cobb Ss.

Pediatric Services of America, LLC d/b/a Aveanna Healthcare

(type or print your name above)

being first duly sworn, deposes and says that:

1. I am owner, partner, officer, representative, agent or _____ of: Pediatric Services of America, LLC dba Aveanna Healthcare
(circle one) Company Name (if individual type your name)

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

- The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
- Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
- The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. **The agreement shall be attached**, and incorporated herein by reference.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Pediatric Services of America, LLC	100% Direct Ownership		N/A	58-1873345
2	See list of officers				
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	NONE				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

	Organization Name	Address	Type of Ownership		
1	See attached				
2					

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %	
1	Pediatric Services of America, LLC (DB)	Sole Member	N/A	100%	
2					

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of New Haven, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Aveanna Healthcare	Town of Stratford	999 E. Oronoque Lane Stratford CT 06614
2			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

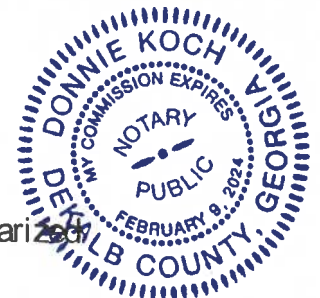
(Signed)  James Elkington-
SVP Revenue Cycle Management
Title:

Subscribed and sworn to before me this 21st day of June, 2021

 - Donnie Koch - Notary
(Title)

My commission expires Feb 9, 2024

This Form Must be Notari 2021



CITY OF NEW HAVEN
New Haven, Connecticut 06510



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Pediatric Services of America, LLC dba Aveanna Healthcare
Address:	999 Oronoque Lane Stratford CT 06614
Telephone and/or Fax #:	203-381-1530 and 203-381-1535
Email Address:	nicole.hernandez@aveanna.com
Contact Person:	Nicole Hernandez

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Georgia	County of	Cobb
I, Shannon L Drake	being first duly sworn, hereby deposes and says that:		
(type or print your name above)			
1. Yes	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a. Yes	I am the corporate secretary or majority owner (including sole proprietorship) of	Pediatric Services of America LLC dba Aveanna Healthcare	
2b. N/A	Or I am an individual and my name is:	Insert Company Name above	
3. Yes	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a. NA	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.		
4b. X	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.		
4c. NA	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5. NA	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.		
6.	Please select the applicable representation about the Contractor's business registration.		
6a. NA	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:		Insert State Registration # above
6b. X	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:		1371796
6c. NA	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:		Insert State Registration # above
			Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A):			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	NONE			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	NONE			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	See attached		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	Pediatric Services of America LLC (DE)	Sole Member	100%	N/A
2				

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Aveanna Healthcare	Town of Stratford	999 Oronoque Ln Stratford CT 06614
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		<i>Sh. Drake</i>		Shannon Drake Chief Legal Officer & Corporate Secretary	
THIS FORM MUST BE NOTARIZED			NOTARY SEAL (if available)		
Signature of Notary:		<i>Wicki Whiteside</i>			
Subscribed and sworn to, before me on this:		26 th	Day of	May	2021
My Commission Expires:		01/23/2024			

This form should be mailed or emailed to the contracting department or included with a specification.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

