

SERVICES AGREEMENT
[NEW LIFE K.N.E.W. SOLUTIONS]

This Services Agreement (the "Agreement") dated February 1, 2010 ("Effective Date"), is by and between New Life - K.N.E.W. Solutions ("Consultant"), an Illinois not-for-profit corporation and the Board of Education of the City of Chicago (the "Board"), a body politic and corporate and commonly known as the Chicago Public Schools (the "Board" or "CPS").

RECITALS

A. The Board received Grant Award # YF-16329-07-60-A-17 (the "Grant") from the U.S. Department of Labor ("Grantor") to have Consultant provide intervention and mentoring for 9th grade students at Clemente High School.

B. Consultant is familiar with the provisions of the Grant and represents that it is able to provide the services described herein; has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform these services; and is desirous of providing such services for the Board as more fully described herein and not otherwise.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Consultant and the Board hereby agree as follows:

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS AND GRANT AGREEMENT:**

A. Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.

B. Grant Agreement: In performing its responsibilities under this Agreement, Consultant shall fully comply with the regulations and costs principles, including subsequent amendments, set forth in the applicable Grantor Award Notification(s) and in the Grant Agreement(s) which are incorporated herein by reference as if set forth in their entirety, including the Proposal. Consultant further agrees that it shall comply with all the provisions of Grantor's general administrative regulations ("Grantor Regulations") including, but not limited to, the specific program regulations that govern the award and administration of any underlying Grant. Consultant certifies and agrees that it shall comply with the provisions of Attachment 1 (Federal Funding Terms and Conditions).

2. **TERM**: This Agreement is for a term ("Term") commencing on the Effective Date first set forth above, and continuing until June 18, 2010 unless it is terminated sooner as provided herein below. There are no options to renew.

3. **SERVICES. SCOPE OF SERVICES:**

A. Scope of Services: Consultant agrees to provide the services set forth on Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The Board retains final authority with respect to all Services related decisions.

B. Changes. The Board may, from time to time, request changes in the scope of Services during this Term. Any such changes must be documented in writing and signed by an authorized

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

representative of each party hereto. Any material changes, including any increase or decrease in Consultant's fees, shall be subject to Board approval and documented by a written amendment to this Agreement signed by both parties.

4. **COMPENSATION; BILLING AND PAYMENT PROCEDURES:**

A. **Total Maximum Compensation:** The total maximum compensation payable to Consultant under this Agreement during the initial term shall not exceed **Forty-Four Thousand Eight Hundred Eighty Dollars and 00/100 (\$44,880.00)** ("Total Maximum Compensation"). Payments under this Agreement shall not exceed the Total Maximum Compensation amount without a written amendment to this Agreement in accordance with Section 18 (Entire Agreement and Amendment).

B. **Compensation:** Consultant shall be paid at the rate of \$51.00 per hour, not to exceed \$2040.00 (40 hours) per week for the Term of the Agreement, for Services provided in accordance with the terms and conditions of this Agreement, including the Scope of Services. It is understood and agreed that this rate is guaranteed for the Term of this Agreement. Any periods of work of less than an hour shall be computed on a *pro rata* basis to the nearest quarter (¼) hour. There shall be no additional compensation paid for overtime or for weekend or holiday hours; and there shall be no reimbursement for expenses.

It is understood and agreed that the Total Maximum Compensation referenced in Section 4.A above is a 'not-to-exceed amount' and is not a guaranteed payment. It is Consultant's responsibility to monitor its Services and billing to ensure that cost of the Services does not exceed the Total Maximum Compensation list in Section 4.A. The Board shall not be obligated to pay for any Services not provided in compliance with this Agreement, the attached Scope of Services, and the related Purchase Order. In the event the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Consultant shall promptly refund to the Board any payments received for Services not provided.

C. **Billing and Payment Procedures** - As directed by the CPS Project Manager, Consultant shall submit invoices for Services provided hereunder. All invoices must reference **CPOR #09-1214-CPOR-1092** and include the following: a valid purchase order number, itemized description of the services rendered delivered, date the services were rendered, invoice date, invoice amount, and an itemization of hours worked including hours spent in direct service to students, home visits and parent communications, life skills training, and administrative support.

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than thirty (30) days after the expiration or termination of this Agreement. If Consultant has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments in its normal course of business after receipt of invoices and all supporting documentation necessary for the Board to verify the Services provided under this Agreement. All invoices are subject to audit and review by the Board and by the Inspector General of the Board.

Submit original invoices to:

Chicago Public Schools
Attn: Accounts Payable
PO Box 661
Chicago, IL 60690-0661

Submit Copies to:

Chicago Public Schools
Office of High School Programs
125 S. Clark St., 16th Floor
Attn: Molly Burke

Notwithstanding the foregoing, it is understood and agreed that payment shall be subject to Consultant submitting data and deliverables as specified in the Scope of Services. The Board reserves the right to withhold payments in whole or in part until Consultant submits the required data and deliverables.

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

Consultant agrees that, at the Board's sole discretion, the Board may make payment electronically to Consultant for any and all amounts due to Consultant pursuant to this Agreement by means of the Board's procurement charge card account. Consultant recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. Consultant further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Consultant agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

D. **Survival.** The provisions of this Section 4 shall survive the termination or expiration of this Agreement.

5. **STANDARDS OF PERFORMANCE:** Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing Services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that, if in the course of providing Services hereunder, it is entrusted with or has access to valuable and confidential information and records of the Board, that with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or deliverables or payment for any of the Services by the Board does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Consultant under this Agreement, at law or in equity.

6. **PERSONNEL:**

A. **Adequate Staffing:** Consultant must assign and maintain during the Term of this Agreement, an adequate staff of qualified and experienced personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. If the Board believes that any employee, subcontractor or other person providing Services hereunder for the Consultant is not performing in accordance with the performance standards or other requirements of this Agreement, the Board shall discuss its concerns with Consultant and Consultant shall consider the Board's concerns and take the appropriate action.

B. **Project Manager:** Consultant must include among its staff an experienced and qualified Project Manager to do the following:

- i. With respect to the Direct Service Providers assigned by Consultant to provide Services hereunder, verify that all such persons satisfy the requirements of this Agreement regarding licensure (if applicable), TB Status, and Background Checks; and
- ii. Oversee all Services provided by Consultant hereunder; and
- iii. Serve as Consultant's liaison to the Board with respect to this Agreement.

If the Project Manager terminates their employment with Consultant or otherwise becomes unavailable for reasons beyond Consultant's reasonable control, Consultant shall promptly replace such person with another person having comparable training and experience.

7. **NON-APPROPRIATION AND DUTY TO MONITOR:**

- A. Funding for this Agreement is subject to (i) availability of Grant funds from Grantor, (ii) the approval of the acceptance and expenditure of federal grant funds by the Board, and (iii) Consultant's satisfactory performance of the Services. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Board for payments to be made under this Agreement, then the Board shall notify Consultant of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to Consultant except that no payment shall be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement. In no event shall the Board be liable to the Consultant for any amount in excess of the current appropriated amount.
- B. Consultant recognizes and acknowledges (i) that it has an affirmative duty to monitor its performance and billings to insure that the Scope of Services is completed within the Maximum Compensation amount for the Term and (ii) that billings are consistent with the rates specified in the attached Scope of Services.

8. **TAXES:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109. The amounts to be paid to Consultant hereunder are inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of Consultant. Consultant shall be responsible for any taxes levied or imposed upon the income or business privileges of Consultant.

9. **DIRECT SERVICE CONSULTANTS:**

- A. The Board has retained Consultant because of Consultant's expertise and that of its Staff. Consultant agrees that its Staff will be qualified to perform their respective duties. Throughout the Term, Consultant will maintain and utilize sufficient Staff to assure the effective and efficient operation of its program(s). Consultant will cause its Staff to devote such time, attention, skill, knowledge and professional ability as necessary to effectively and efficiently fulfill Consultant's obligations or otherwise perform under this Agreement.
- B. **Proof of Licensure.** Consultant agrees to utilize, as required, professionals licensed to practice in the State of Illinois in the applicable profession.
- C. **Criminal History Records Search.** Consultant represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check conducted on any and all Personnel who may have direct, regular contact with CPS students under this Agreement in accordance with the Illinois School Code (§105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law*, created under Illinois Public Act 94-219, eff. August 2005; the *Child Murderer Violent Offender Against Youth Notification Law*, created under Public Act 94-945; the *Adam Walsh Child Protection and Safety Act*, created under Illinois Public Law 109-248, eff. July 2006; and Illinois Public Act 94-556 which amended §10-21.9 of the Illinois School Code to prohibit employment in the public schools for anyone who has been convicted for an offense under the *Methamphetamine Control and Community Protection Act* [720 ILCS 646/1], if applicable. Such complete records check ("**Records Check**") consists of the following:
- fingerprint-based checks through the Illinois State Police (ISP) and the FBI,
 - check of the Illinois Sex Offender Registry (IL-SOR), and
 - check of the Violent Offender Against Youth Registry (see below).

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of §105 ILCS 5/34-18.5; and that none have been convicted of offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law*, or the *Sex Offender and Child Murderer Community Notification Law*, or the *Adam Walsh Child Protection and Safety Act*, or the *Methamphetamine Control and Community Protection Act*, or have been convicted within the past 7 years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Consultant understands and agrees that it shall not allow any of its Personnel to have direct regular contact with a CPS student until a Records Check has been conducted for such person and the results of the Records Check satisfies the requirements of §105 ILCS 34-18.5, and the requirements of the Acts and Laws referenced in the preceding paragraph.

- D. **Removal.** Consultant agrees to remove any Direct Services Consultant from performing Services upon written direction from the Board. Consultant further agrees that it shall bear any costs associated with the removal of such persons if such removal is for cause.
- E. **Reassignment or Replacement.** Consultant acknowledges that it is in the children's best interest for there to be continuity in Direct Services Consultant assignments. Therefore Consultant agrees not to reassign or replace any Direct Services Consultant without the prior written consent of the CPS Project Manager, or a designee, which consent shall not be unreasonably withheld. In the event that a reassignment or replacement is made, the Board shall have the right to screen the credentials of all substitute or replacement Direct Services Consultants and decline their assignment to a CPS student if these individuals do not satisfy the Board's requirements.

10. **INDEPENDENT CONTRACTOR:** It is understood and agreed that the relationship of Consultant to the Board is and shall continue to be that of an independent contractor and neither Consultant nor any of Consultant's Staff, agents, employees or Subcontractors shall be entitled to receive Board employee benefits. It is further understood and agreed that the Board shall not be responsible for, nor incur any liability for, any State or Federal withholding or other taxes or for FICA or State unemployment insurance for Consultant, its agents, employees or Subcontractors, and the payment of any such taxes incurred or due by Consultant shall be the sole responsibility of Consultant. Consultant agrees that neither Consultant nor its Staff or Subcontractors shall represent themselves as employees or agents of the Board. Consultant shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including, but not limited to, a social security number or a federal employer identification number. This Agreement shall not be construed to create a partnership, joint venture, or employment relationship between the Parties.

11. **AUDIT AND DOCUMENT RETENTION:**

- A. **Records.** Consultant and all of its Subcontractors shall maintain records showing time expended in performing Services, costs incurred and actual Services performed. Consultant shall also submit data pursuant to measures of impact of Services as defined by the Board and documented in the subsequently executed Scope of Services. If Consultant is authorized to furnish materials and books, it shall maintain copies of the applicable published price lists, third party invoices and bills of lading.
- B. **Audit.** Consultant shall permit and cooperate in a periodic audit by Board staff or Board-appointed auditors for compliance by the Consultant with this Agreement. Failure of the Consultant to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

Consultant for the cost of such audit. Consultant shall furnish the Board with such information as may be requested relative to the progress, execution and costs of performing the Services.

C. **Retention Period.** All records referenced above shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the Board, the Inspector General of the Chicago Board of Education, and their respective designees.

D. **Subcontractors.** Consultant shall include in all of its Subcontractor agreements for Services, provisions requiring Subcontractors to maintain the above described records and allowing the Board the same right to inspect and audit said records as set forth in Sections 11 (a) and 11 (b) with respect to the books and records maintained by Consultant. The provisions of this Section shall survive the termination or expiration of this Agreement.

12. **INDEMNIFICATION:** Consultant agrees to indemnify and hold harmless the Board, its members, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including without limitation, costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Consultant or its Staff under this Agreement.

In addition, Consultant will indemnify, hold harmless, and defend the Board from any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees and expenses) that the Services infringes, misappropriates, or otherwise violates any intellectual property (patent, copyright, trade secret or trademark) rights of a third party.

Consultant shall, at its own cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against the Board in any such action, Consultant shall, at its own expense, satisfy and discharge such obligation of the Board. The Board shall have the right, at its own expense, to participate in the defense of any suit, without relieving Consultant of any of its obligations hereunder. The Board retains final approval of any and all settlements or legal strategies which involve the interest of the Board.

However, if Consultant, after receiving notice of any such proceeding, fails to promptly begin the defense of such claim or action, the Board may (without further notice to Consultant) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Consultant, subject to the right of Consultant to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by Consultant and Consultant shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while Consultant was conducting the defense.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

13. **NON-LIABILITY OF PUBLIC OFFICIALS:** Consultant agrees that no Board member, employee, agent, officer or official shall be personally charged by Consultant with any liability or expense under this Agreement or be held personally liable under this Agreement to Consultant or its employees or Subcontractors.

14. **CONFIDENTIALITY AND OWNERSHIP:**

A. **Confidentiality.**

i. In the performance of Services, Consultant may have access to certain information not generally known to others ("Confidential Information").

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

- ii. Consultant agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement that contain such Confidential Information without the prior written consent of the Board. This provision will survive the expiration or termination of the Agreement.

B. Dissemination of Information. Consultant will not disseminate any information obtained in performance of Services for the Board to a third party without the prior written consent of the Board. Consultant shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Consultant disseminate any information regarding Services without the prior written consent of the Board. In the event that Consultant is presented with a request for documents by any agency or with a *subpoena duces tecum* regarding any records, data, other documents, or deliverables which may be in Consultant's possession by reason of this Agreement and the Services being performed, Consultant will immediately give notice to the Board and its attorney with the understanding that the Board will have the opportunity to contest such process by any means available to it before such records, data, other documents, or deliverables are submitted to a court or other documents are submitted to a court or other third party; provided, however, that Consultant will not be obligated to withhold such delivery beyond the time ordered by the court or Administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

C. Ownership.

- i. All records, reports, documents and other materials prepared by Consultant or its Staff in performing the Services, as well as all records, reports, documents and other materials containing Confidential Information, prepared or generated as a result of this Agreement will at all times be and remain the property of the Board.
- ii. In addition to the foregoing, it is understood and agreed that all books, equipment and other materials that Consultant receives from the Board under this Agreement or that Consultant purchases with Board funds are and will remain the property of the Board.
- iii. Consultant will promptly deliver to the Board upon demand at any time, and if no demand is made will promptly deliver to the Board upon expiration or termination of the Agreement, all of the items referenced in the preceding two paragraphs. In the event any of the above items are lost or damaged while in Consultant's possession, Consultant will promptly restore or replace such items at Consultant's expense.
- iv. With respect to any and all third party materials (including books) furnished by Consultant hereunder, Consultant warrants that Consultant has the right to sell and furnish such items and convey title therein to the Board. Consultant hereby agrees to indemnify the Board against any claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of a breach of the warranty provided in this Subsection 14 (c) (iv).

D. Consultant agrees to cause its Staff including personnel, staff, and Subcontractors, if any, to undertake the same obligations agreed to by Consultant under this Section 14.

E. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.

15. EVENTS OF DEFAULT BY CONSULTANT, REMEDIES AND TERMINATION.

A. Termination for Convenience. If at any time during the Term of this Agreement, the Board determines, in its sole discretion, that the Services provided by Consultant are no longer in its

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

best interest, the Board shall have the option to terminate this Agreement upon thirty (30) calendar days written notice to Consultant.

- B. **Suspension of Services.** The Board may, upon thirty (30) calendar days written notice, request that Consultant suspend Services in whole or part. Consultant shall promptly resume performance of Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Consultant. Responsibility for any additional costs or expenses actually incurred by Consultant as a result of remobilization shall be determined by mutual agreement of the parties.
- C. **Consultant Events of Default.** Events of default ("Events of Default") include, but are not limited to, the following:
- i. Any material misrepresentation by Consultant in the inducement of this Agreement or the performance of Services;
 - ii. Breach of any agreement, representation or warranty made by Consultant in this Agreement;
 - iii. Failure of Consultant to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to, the following: a) action or failure to act which affects the safety and welfare of students or Board staff; b) failure to perform in accordance with terms, conditions and specifications of this Agreement; c) failure to provide any portion of the Services herein at the time fixed for performance and in the manner specified herein; d) failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Consultant's reasonable control; e) failure to perform the Services in a manner satisfactory to the Board or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy, or assignment for the benefit of creditors; f) failure to promptly re-perform Services within a reasonable time that were determined by the Board to be incomplete or unsatisfactory; g) discontinuance of the Services for reasons not beyond Consultant's reasonable control; or h) failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default.
 - iv. Default by Consultant under any other agreement Consultant may have with the Board.
- D. **Bankruptcy.** The Board may immediately terminate this Agreement and any Statements of Work executed hereunder by written notice in the event that (i) Consultant makes an assignment for the benefit of creditors, or admits in writing the inability to pay debts as they mature, or commences to unwind its business, or (ii) any court appoints a trustee or receiver of Consultant, or of any substantial part of Consultant's assets, or (iii) a proceeding is instituted under any provision of the Federal Bankruptcy Act by Consultant or against Consultant. Pursuant to the notice provisions of Section 17 (Notices) herein below, (i) Consultant must provide same-day written notice to the Board and its counsel if Consultant seeks creditor protection through a voluntary filing; and (ii) Consultant must provide written notice to Consultant within two (2) business days of an involuntary filing or the court appointment of a trustee or receiver.
- E. **Remedies.** The occurrence of any Event of Default which Consultant fails to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the Event of Default or which, if such Event of Default cannot be reasonably cured within thirty (30) calendar days after notice, Consultant fails to commence and continue diligent efforts to cure, in the sole opinion of the Board, may permit the Board to

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

declare Consultant in default. Whether to declare Consultant in default is within the sole discretion of the Board. Written notification of an intention of the Board to terminate this Agreement, in whole or in part shall be provided and shall be final and effective upon Consultant's receipt of such notice. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- i. The right to terminate this Agreement and any pending Scope of Services, in whole or in part, as to any or all of the Services yet to be performed effective at a time specified by the Board.
- ii. The right to suspend Services during the thirty (30) day cure period if the default results from Consultant's action or failure to act which affects the safety and welfare of students or Board staff.
- iii. The right to specific performance, an injunction or any other appropriate equitable remedy.
- iv. The right to receive from Consultant any and all damages incurred as a result or in consequence of an Event of Default.
- v. The right to money damages.
- vi. The right to withhold all or part of Consultant's compensation under this Agreement.
- vii. The right to deem Consultant non-responsible in future agreements to be awarded by the Board.

If the Board considers it to be in its best interest, it may elect not to declare Consultant in default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Board and that if the Board permits Consultant to continue to provide the Services despite one or more Events of Default, the Consultant shall in no way be relieved of any responsibilities, duties or obligations under this Agreement nor shall the Board waive or relinquish any of its rights.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

- f. In the event of any termination hereunder, the Board shall pay Consultant all outstanding fees and costs for Services provided and materials and books received and accepted in accordance with the provisions of this Agreement up to and including the effective date of termination. Consultant shall promptly refund to the Board all pre-paid amounts for (i) any pre-paid Services, material and books not yet provided and for (ii) non-conforming Services, materials and books. The provisions of this Subsection 15(f) shall survive the termination or expiration of this Agreement.

16. **INSURANCE:** At its own expense, Consultant shall procure and maintain insurance covering all operations under this Agreement, whether performed by Consultant or by its staff, or by its Subcontractors, if any. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service, or be an authorized Risk Retention Group acceptable to the Board, unless a written waiver is granted by the Board's bureau of Risk and Benefits Management.

- A. **Workers' Compensation and Employers' Liability Insurance.** Consultant must procure and maintain Workers' Compensation and Employers' Liability Insurance covering all employees

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

who are to furnish Services under this Agreement with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per occurrence. **Evidence of Workers' Compensation and Employers' Liability insurance is not necessary if coverage is not required under Illinois law.**

- B. **Commercial General Liability Insurance.** Consultant must procure and maintain Commercial General Liability Insurance with a combined single limit of One Million and 00/100 dollars (\$1,000,000) per occurrence and Two Million and 00/100 dollars (\$2,000,000) in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for the insured Agreement and products/completed operations coverage maintained for not less than two (2) years following termination of the Agreement or completion of the Services.
- C. **Professional Liability.** When professional services are rendered under the contract, Consultant shall maintain Professional Liability insurance covering acts, errors or omissions with limits of not less than One Million and 00/100 Dollars per claim (\$1,000,000.00). Coverage extensions shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of work on the Agreement. A claims-made policy that is not renewed or replaced must furnish for an extended reporting period of not less than two (2) years.
- D. **Proof of Automobile Insurance Coverage.** If Consultant shall be driving a vehicle in the course of performing the Services, Consultant shall attach a copy of its current automobile insurance card confirming that the vehicle is covered by insurance.
- E. **Insurance Certificate.** Consultant shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by the Consultant indicating that the Board, and its members, employees and agents, the Public Building Commission of Chicago and its commissioners, officers, employees and agents and such other parties as may be designated by the Board are additional insureds on the General Liability insurance and must evidence thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Opal L. Walls, Chief Purchasing Officer
Board of Education of the City of Chicago
125 South Clark Street, 10th Floor
Chicago, IL 60603

- F. Consultant shall require any Subcontractors under the Agreement to maintain comparable insurance which shall name Consultant, the Board inclusive of its members, employees and agents, and any other entity designated by the Board as **Additional Insureds**. Consultant will maintain a file of Subcontractors' insurance certificates evidencing compliance with these requirements.
- G. Consultant's failure to carry or document required insurance shall constitute a breach of the Agreement and any failure by the Board to demand or receive proof of insurance coverage shall not constitute a waiver of Consultant's obligation to obtain the required insurance. The Board reserves the right to withhold payment to Consultant for any Services until satisfactory proof of insurance is provided. The Board reserves the right to obtain copies of insurance policies and insurance records by written request at any time from Consultant or its Subcontractors and to modify, delete, alter or change insurance requirements at any time.

17. **NOTICES:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE BOARD:

Originals:

Chief Purchasing Officer
The Chicago Public Schools
The Office of Procurement and Contracts
125 South Clark Street, 10th Floor
Chicago, IL 60603

Copies:

Chief Officer of High School Programs
The Chicago Public Schools
Office of High School Programs
125 South Clark Street, 12th Floor
Chicago, IL 60603

Copies of Legal Notices:

General Counsel
The Chicago Board of Education
Law Department - 7th Floor
125 South Clark Street
Chicago, IL 60603
Fax: (773) 553-1701

IF TO PROVIDER:

Robert Belfort
2512 S. Oakley
Chicago, IL 60608
773-851-7021

18. **ENTIRE AGREEMENT AND AMENDMENT:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the Parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect. No modification or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by an authorized representative of each Party.
19. **COMPLIANCE WITH LAWS; NON-DISCRIMINATION; GOVERNING LAW; AND FREEDOM OF INFORMATION ACT:**
- A. **Compliance with Laws.** Consultant is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the *Prevailing Wage Act*, 820 ILCS 130/1 et seq., the *Drug-Free Workplace Act*, the *Illinois Student Records Act ("ISRA")*, the *Family Educational Rights and Privacy Act*, the *Protection of Pupil Rights Act ("FERPA")*, the *Health Insurance Portability and Accountability Act ("HIPAA")*, and any others relating to non-discrimination. Further, Consultant is and shall remain in compliance with all Board policies and rules, including, but not limited to, tuberculosis testing and warrants that Consultant, and any individual who Consultant assigns to provide Services hereunder, is free from a communicable disease in accordance with 105 ILCS 5/24-5. Board policies and rules are available at <http://www.cps.edu/>. Consultant agrees to cause its personnel, staff and Subcontractors, if any, to undertake the same obligations agreed to by Consultant hereunder.
- B. **Non Discrimination.** It shall be an unlawful employment practice for Consultant or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, or other terms, conditions, or privileges of employment, because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability, or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, national origin, religion, sex, gender identity/expression, sexual orientation, age or disability. Consultant shall particularly

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. §2000a, *et. seq.*, as amended; the *Age Discrimination in Employment Act*, 29 U.S.C.A. §621, *et. seq.*; Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C.A. §701, *et. seq.*; as amended; the Americans with Disabilities Act, 42 U.S.C.A. §12101, *et. seq.*; the *Individuals with Disabilities Education Act*, 20 U.S.C.A. §1400 *et. seq.*, as amended, if applicable; the *Illinois Human Rights Act*, 775 ILCS 5/1-101, *et. seq.* as amended; the Illinois School Code, 105 ILCS 5/1-1 *et. seq.*; the *Illinois Public Works Employment Discrimination Act*, 775 ILCS 10/0.01 *et. seq.*; and the *Chicago Human Rights Ordinance*, ch. 2-160 of the Municipal Code of Chicago, and all other applicable federal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other right or expectations for Consultant's employees or its subcontractors' employees.

C. **Governing Law and Jurisdiction.** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Consultant irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of IL, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Agreement. Consultant agrees that service of process on Consultant may be made, at the option of the Board, either registered or certified mail addressed to the applicable office as provided in this Agreement, by registered or certified mail addressed to the office actually maintained by Consultant, or by personal delivery on any officer, director, or managing or general agent of Consultant. If any action is brought by Consultant against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

D. **Freedom of Information Act.** Consultant acknowledges that this Agreement and any amendments or extensions thereto, and all documents submitted to the Board related to this Agreement and/or any amendments or extensions thereto, are a matter of public record and are subject to the Illinois Freedom of Information Act (5/ILCS 140/1) and any other comparable state and federal laws. Consultant further acknowledges that this Agreement and any amendments or extensions thereto, and all documents submitted to the Board related to this Agreement and/or any amendments or extensions thereto, are subject to the reporting requirements under 105 ILCS 5/10-20.44. Consultant further acknowledges that this Agreement and any and all amendments and renewals thereto, shall be posted on the Board's Internet website.

20. **RIGHT OF ENTRY:** Consultant and any of its Staff providing Services hereunder shall be permitted to enter upon Board property in connection with the performance of such Services subject to the terms and conditions contained in this paragraph and in those rules established by the Board and the subject school principal from time to time. Consultant shall furnish advance notice to the Board (the OHSP or the recipient school principal) whenever applicable, of any such intended entry. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. Consultant shall use, and shall cause each of its Staff to use, the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation, the indemnification provisions contained in this Agreement.
21. **CONFLICT OF INTEREST:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of, or the letting of Agreements to, former Board members within a one year period following expiration or other termination of their office.
22. **ETHICS:** No officer, agent or employee of the Board is or shall be employed by the Consultant or has or shall have a financial interest, directly, or indirectly, in this Agreement or the compensation to be paid

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

hereunder except as may be permitted in writing by the Board's Ethics Policy No. 95-0927-RU3 adopted September 27, 1995 and as amended from time to time, which is hereby incorporated by reference into and made a part of this agreement.

23. **INSPECTOR GENERAL:** Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education of has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
24. **M/WBE PLAN:** Consultant acknowledges that it is familiar with the requirements of the Board's Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation and agrees to comply with the provisions of such Plan.
25. **APPROVAL:** This Agreement is subject to the approval of the Chief Purchasing Officer of Board.
26. **AUTHORIZATION:** The individuals signing this Agreement represent and warrant that they are authorized to sign and enter this Agreement on behalf of their respective entity.

[Signature Page to Follow]

THIS AGREEMENT WILL BE POSTED ON THE CPS INTERNET WEBSITE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latest date set forth below.

THE BOARD OF EDUCATION
OF THE CITY OF CHICAGO

By: Opal L. Walls
Opal Walls, Chief Purchasing Officer

Date: 2/3/10

CPOR#: 09-1214-CPOR-1092

Approved as to legal form: JDD

Patrick J. Rocks
Patrick J. Rocks, General Counsel

Attachments:

Exhibit A: Scope of Services and Schedule of Compensation

Attachment 1 – Federal Grant Terms and Conditions

NEW LIFE – K.N.E.W. SOLUTIONS

By: Robert Bettfort

Signature: [Signature]

Title: C.E.O.

Date: 2-2-10

Exhibit A

SCOPE OF SERVICES

CPOR # 09-1214-CPOR-1092

CPS Project Manager: Molly Burke

Phone: 773-553-2937

E-Mail: meburke@cps.k12.il.us

Consultant Project Manager: Robert Belfort **Phone:** 773-851-7021

E-Mail: newlifeknewsolutions@yahoo.com

Project: YES Student Outreach

Period of Performance:

Maximum Compensation for this Scope of Services: **\$44,880.00**

This Scope of Services is subject to the terms and conditions of that Services Agreement dated February 1, 2010 (the "**Agreement**") by and between **New Life – K.N.E.W. Solutions ("Consultant")** and the Board of Education of the City of Chicago, and commonly known as the Chicago Public Schools (the "**Board**" or "**CPS**"). Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

I. ACTIVITIES AND/OR DELIVERABLES WITH SPECIFIC DEADLINES

Services	Deliverables	Performance/Delivery Dates
A. Provide 20 hours per week of support to 10 high risk students identified by the YES Manager of Student Engagement and Community Outreach, ("YES Manager") 1. Conduct assessment of student needs through the use of the CANS Assessment (" CANS ") and develop student service plans which identify social and emotional supports for the student, (" Service Plan "). 2. Work with student to establish behavior, attendance, academic, and post-secondary goals via student success plans. The student success plan includes the student's academic, attendance, and behavioral goals, (" Success Plan "). 3. Provide direct mentoring to each student on a daily basis. 4. Provide life skills, anger management, and conflict resolution	1. Completed CANS and Service Plan (signed by student, KNEW Staff, and Behavioral Support Team for each high risk student. Behavioral Support Team consists of a social worker or psychologist and the YES Manager, (" BST ") 2. Student success plan for each high risk student. 3. Detailed case files including the following six sections: enrollment data & demographic information, academic information, attendance, discipline, ancillary information, and case notes. 4. Weekly progress report detailing hours of support provided per student, parental contacts made student attendance, grades, and discipline and specific actions taken.	1. Student assessments and Service Plans for each student due by February 1, 2010. 2. Student Success Plans due by February 1, 2010. 3. Minimum of 2 home visits and 10 parental contacts per week. 4. <u>Daily</u> meetings with high-risk students. 5. Weekly report submitted to the YES Manager every Friday by noon. Report must include service delivery detail by student including number of direct service hours, number of home visits, number of parent contacts, and life skills training provided.

<p>training and skill building.</p> <p>5. Conduct home visits, hold parent conferences, and call parents to address attendance, behavior, or academic performance issues. There should be some form of parent contact every two weeks (weekly for the ultra high risk students).</p> <p>6. Link students to needed services in the school or with community based organizations as identified by the Behavioral Support Team.</p> <p>7. Work with Clemente staff to provide crisis intervention as needed to address discipline and attendance issues.</p>	<p>5. Parental contact reports in files.</p>	<p>6. Weekly performance monitoring and case file review meeting with YES Manager.</p>
<p>B. Provide 10 hours of support per week to 20 medium risk students identified by the YES Manager.</p> <p>1. Conduct assessment of student needs through the CANS Assessment and develop student Service Plans.</p> <p>2. Work with student to establish behavior, attendance, academic, and post-secondary goals.</p> <p>3. Provide direct mentoring to each student 2 to 3 times per week.</p> <p>4. Conduct home visits, hold parent conferences, and call parents to address attendance, behavior, or academic performance issues.</p> <p>5. Link students to needed services with community based organizations.</p> <p>6. Work with Clemente staff to provide crisis intervention as needed to address discipline issues.</p>	<p>1. Completed CANS and service plan (signed by BST) for each medium risk student.</p> <p>2. Student Success Plan for each medium risk student.</p> <p>3. Detailed case files including the following six sections: enrollment data & demographic information, academic information, attendance, discipline, ancillary information, and case notes.</p> <p>4. Weekly progress report detailing hours of support provided per student, parental contacts made, student attendance, grades, and discipline including the specific disciplinary actions taken.</p> <p>5. Parental contact reports.</p>	<p>1. Student assessments and Service Plans for each student February 8, 2010.</p> <p>2. Student Success Plans due by February 8, 2010.</p> <p>3. Minimum of 10 parental contacts per week.</p> <p>4. Meetings with medium risk students 2 to 3 times per week.</p> <p>5. Weekly report submitted to the YES Manager every Friday by noon.</p> <p>6. Report must include service delivery detail by student including number of direct service hours, number of home visits, number of parent contacts, and life skills training provided.</p> <p>7. Weekly performance monitoring and case file review meeting with YES Manager.</p>

C. Provided ten hours of support per week to 30 medium-to-low risk students identified by the YES Manager.	<ol style="list-style-type: none"> 1. Student Success Plan for each low risk student. 2. Detailed case files including the following six sections: enrollment data & demographic information, academic information, attendance, discipline, ancillary information, and case notes. 3. Weekly progress report detailing hours of support provided per student, parental contacts made, student attendance, grades, and discipline including the specific disciplinary actions taken. 4. Parental contact reports. 	<ol style="list-style-type: none"> 1. Student Success Plans due February 16, 2010. 2. Minimum of 5 parental contacts per week. 3. Meetings with low risk students once bi-weekly. 4. Weekly report submitted to the YES Manager every Friday by noon. Report must include service delivery detail by student including number of direct service hours, number of home visits, number of parent contacts, and life skills training provided. 5. Weekly performance monitoring and case file review meeting with YES Manager.
---	--	--

OUTCOMES:

A. School Performance:

- 1) 33% of participating students will improve attendance from 1st to 2nd semester;
- 2) 33% of students will improve GPA from 1st to 2nd semester, and
- 3) 33% of students will have fewer suspensions 2nd semester.

B. School Engagement:

- 1) 50% of students with a D or F attending tutoring support;
- 2) 25% of students in an extra curricular activity

ATTACHMENT 1

FEDERAL GRANT TERMS AND CONDITIONS

A. Audits

Consultant agrees to comply with the Single Audit Act of 1984, P.L. 98-502, as implemented by OMB circular A-128 or Circular A-133, as applicable. Circular A-133 was revised in 1997 to apply to non-federal entities who expend \$300,000 or more in Federal awards. Consultant shall have an audit made as required by A-110 "Uniform Requirements for Grants to Universities, Hospitals and other Nonprofit Organizations."

Consultant agrees to provide the Board with copies of required audit reports currently due within nine months after the end of the applicable audit period. Additionally, the Consultant agrees to provide the Board with copies of any of the independent auditor's report and of regulations that bear directly on the performance or administration of this Subcontract. In cases of reported non-compliance, Consultant will provide copies of responses to auditor's reports and a plan for corrective action. All records and reports prepared in accordance with the requirements of the appropriate OMB Circular shall be available for inspection by representatives of awarding institutions or the government during normal business hours. The Board reserves the right to withhold payments, modification, and new or incremental funding to Consultants who have not submitted to the Board copies of the required audit information.

B. Patents, Licenses, and Inventions

Compliance with the standard Patent Rights clauses as specified in 37 CFR, part 401, FAR 52.227-11, 45 CFR Part 6 & 8, or U.S.C. 203, whichever is appropriate and applicable.

C. Publication

Subject to the provisions of the underlying Subcontract Agreement (the "**Subcontract**"), the Consultant shall be allowed to publish the data produced in the performance of this Subcontract. With respect to any Work identified in the Subcontract as Consultant's property, the Consultant grants to the Government, and the Board a royalty-free, nonexclusive, irrevocable, worldwide license to use the Work produced under this Subcontract.

D. Assurances and Certifications

The Consultant certifies, by signing the agreement that the following assurances and certifications required by the federal funding agency are met. The Consultant agrees to fulfill the requirements of any other assurance(s) as applicable not mentioned as may be required in the future by the federal, or applicable local law and regulations to perform the Work undertaken. Such assurances and certifications required of Consultant shall include but not necessarily be limited to:

1. **Civil Rights** – Title VI of Civil Rights Act of 1964 & paragraphs 1 through 7, Part II, Subpart B, Section Executive Order 11246; Section 504 Rehabilitation Act of 1973 as amended & 45 CFR 84; Age Discrimination Act of 1975 as amended & 45 CFR 86; Section 704 of Title VII; Section 855 of Title VIII of Public Health Service Act as amended & 45 CFR 83; Section 407 of Drug Abuse Office & Treatment Act of 1972 as amended & 45 CFR 84; Section 321 of Comprehensive Alcohol Abuse & Alcoholism Prevention Treatment and Rehabilitation Act of 1970 as amended; Section 501 of the Mental Health Systems Act; Section 333 of the Comprehensive Alcohol Abuse & Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended & 45 CFR 2.

2. **Handicapped Individuals** – Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

3. **Sex Discrimination** – Compliance with section 901 of Title IX of the Education Amendments of 1972 as amended.
4. **Student Unrest Provisions** – Compliance with Section 407 of the DHHS Appropriation Act.
5. **Human Subjects** – Compliance with the requirements of federal funding agency, as applicable, policy concerning the safe-guarding of the rights and welfare of human subjects who are involved in activities supported by Federal funds; 45 CFR 6.
6. **Vertebrate Animals** – Compliance with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended).
7. **Debarment and Suspension** – Consultant certifies that is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Subcontract by any Federal department or agency; 45 CFR 76.
8. **Non-Delinquency on Federal Debt** – Compliance in accordance with OMB Circular A-129 (revised November 25, 1988).
9. **Drug-Free Workplace** – Compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.
10. **Misconduct in Science** – Each entity which received or applies for a research, research-training, or research-related grant cooperative agreement under the Public Health Service Act must submit an annual assurance certifying that the entity has established administrative policies as required by 42 CFR part 50, Subpart A, and it will comply with the policies and the requirements set forth therein. Consultant, in accepting this Subcontract, certifies that it has: (1) met the above requirements, (2) filed the "small organization" assurances with the office of Scientific Integrity, Department of Health and Human Services, and it has been accepted, or (3) agrees to be bound by the policies of the Board with respect to this Subcontract
11. **Restrictions and Lobbying** – Compliance with 101-121, Title 31, Section 1352, which prohibits the use of Federal appropriated funds for lobbying in connection with this particular Subcontract.
12. **Anti-Kick Back Act of 1986** – Consultant certifies that, to the best of its knowledge and belief, it has not received any money, fee, commission, credit, gift, gratuity, things of value, or compensation of any kind, provided directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the prime grant or in connection with this Subcontract relating to the prime grant.
13. **Certificate of Conflict of Interest** – The Board agrees that it has a conflict of interest policy which complies with the U.S. Department of Education policies; namely the Consultant has a conflict of interest policy which requires disclosure and resolution of all conflicts of interest, potential and actual, which exist for those involved in the design, conduct and reporting of research under this agreement prior to acceptance of funding. The Consultant is responsible for informing its investigators of its conflict of interest policy and procedures, designating officials to review conflict of interest financial disclosures, managing conflicts, informing the Board and the cognizant federal sponsor(s) of conflicts and remedying same, certifying in each proposal for funding that required conflict of interest policies are in place and that no conflicts exist related to the proposed project, notifying the Board and federal sponsor(s) of any post-award conflicts and otherwise complying in all other respects with all applicable federal regulations, including 42 CFR 50, Subpart F.