

## CONTRACT

THIS CONTRACT is entered into this **5** day of **June, 2015**, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 East Main Street, Lexington, Kentucky 40502, hereinafter referred to as the Board, and **Family Choice Home Care 2150 Lexington Road, Suite G, Richmond, Kentucky 40475** hereinafter referred to as Second Party.

### PARTIES:

The Board of Education of Fayette County, Kentucky, **Special Education Department** has established the need to **retain the services of a licensed non-medical transportation provider for a student with an IEP. Family Choice Home Care will drive the parent's personal vehicle. (See details in the attached document named "An Agreement for Individual Child's Non-Medical Transportation Services")** and has determined that this need cannot be met by existing district staff.

**Family Choic Home Care** provides **non-medical personnel to transport to and from home and school, by driving the parent's personal vehicle, assist with loading and unloading of specialized medical and non-medical equipment. Family Choice Home Care will provide a primary provider and two back-up providers for services. (See details in the attached document named "An Agreement for Individual Child's Non-Medical Transportation Services")** and has expertise or needed products as described herein.

### PURPOSE:

The purpose of this contract is to improve the availability of **providing non-medical personnel to transport to and from home and school, driving the parent's personal vehicle, assist with loading and unloading of specialized medical and non-medical equipment. Family Choice Care will provide a primary provider and two back-up providers for services (See Details (3a-I) in the attached document named "An Agreement for Individual Child's Non-Medical Transportation Services")**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **Special Education Department**, as an independent contractor, services under the direction of **Amanda Dennis, Interim Director of Special Education**.
2. The second party shall provide **Monday - Friday between the hours of 7:00 a.m. and 5:00 p.m. on days that Fayette County is in session, for the months of August, September, October, November, April, and May, beginning August 12, 2015 - November 30, 2015 and April 4, 2016 - the last day of school for the students in Fayette County Public Schools. (See Details (3a-I) in the attached document named "An Agreement for Individual Child's Non-Medical Transportation Services")**.
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of **\$175.00 per day**. Additional expenses to be reimbursed are **(See Details (3a-I) in the attached document named "An Agreement for Individual Child's Non-Medical Transportation Services")**, with a total amount of this contract not exceeding **\$ 21,700.00**
4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be

reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

12. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

13. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

14. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

15. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

16. This agreement will be in effect from August 12, 2015, through July 1, 2016, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

**Principal/Director's Approval**

**BOARD OF EDUCATION OF FAYETTE COUNTY  
KENTUCKY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marlene Helm, Acting Superintendent Date

\_\_\_\_\_  
**Name of Second Party** Date