

CONTRACT

THIS CONTRACT is entered into this 28th day of June, 2016, 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 Care 2150 Lexington Rd., Suite G Richmond, KY 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 Choice Home Care provides non-medical transportation to and from home and school, by driving the parent's personal vehicle, assist with loading and unloading of a 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 non-medical transportation to and from home and school, by driving the parent's personal vehicle, assist with loading and unloading of a specialized medical and non-medical equipment. Family Choice Home Care will provide a primary provider and two back-up providers for services. (See Details (3a-1) 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, Director of Special Education.
2. The second party shall provide Monday - Friday between the hours of 7:00 am and 5:00 pm onn days that Fayette County is in session, for the months of August, September, October, November, April, and May, beginning August 10, 2016-November30, 2016 and April 4, 2017 - 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 Childs Non-Medical Transportation Services").
3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of \$195. Additional expenses to be reimbursed are (See details 3a - I) in the attached document named "An Agreement for Individual Childs Non-Medical Transportation Services", with a total amount of this contract not exceeding 20,000.00
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 10], 2016, through July 1, 2017, 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

Date

BOARD OF EDUCATION OF FAYETTE COUNTY
KENTUCKY

Emmanuel Caulk, Superintendent Date

Emmanuel Caulk

08/02/2016

Family Choice Care Center

Date

AGREEMENT FOR INDIVIDUAL CHILD'S NON-MEDICAL TRANSPORTATION SERVICES

This agreement ("Agreement") is made and entered into by and between the Fayette County Board of Education located at 701 East Main Street, Lexington Kentucky 40502 ("the Board") and mailing address of 1126 Russell Cave Road, Lexington, Kentucky, 40505; and Family Choice Home Care 2150 Lexington Road, Suite G, Richmond, Kentucky 40475.

Whereas, the Board's Department of Special Education and Psychological Services (the Department,) has established the need to retain the services of a licensed non-medical transportation provider for a student with an Individual Education Plan ("IEP"), as specified below. The Department has also determined this need cannot be met by existing school staff. Whereas, the Board has determined that competition is not feasible to procure the unique services required for the transportation of an identified student with a disability by means other than a vehicle owned and operated by Fayette County Public Schools. and

Whereas, the Board has further determined there is a single source in the geographical area of the Fayette County Public Schools able and willing to provide these services consistent with the limitations made known by the parents of the identified student with a disability who is entitled to transportation as a related service under appropriate Federal and State law and regulations.

Now therefore, in consideration of the mutual promises, agreements and undertakings set out in this Agreement, the Board and Family Choice Home Care agree as follows:

1. Family Choice Home Care shall provide non-medical personnel who can provide transportation to and from home and school for the student: Danielle Pruitt and assist with loading and unloading specialized medical and non-medical equipment needed by the student at school and home to access the general education curriculum and support her medical needs. The appointed personnel shall perform such services on days for which both school is actually in session and the student is actually in attendance at Jessie Clark Middle School. Family Choice Home Care will appoint a primary provider and two back-up providers for services to minimize any interruption of services. Each provider of services under this Agreement shall submit to a State and Federal criminal records check and are subject to the provisions of KRS 160 380 notwithstanding no providers or services will be deemed under any circumstances an employee of the Fayette County Public Schools.

2. The provider shall perform services covered by this Agreement. The provider Shall perform services in accordance with the standards and requirements of the governing licensure and certification boards and within the requirements and guidelines set forth by federal and state regulations regarding special education services, including confidentiality requirements and the requirement that services be provided in the least restrictive environment for the student. Both Family Choice Home Care and their employees/providers of the services shall direct any questions or issues concerning the relationship of these services to the student's education to Amanda Dennis, Director of Special Education or other school staff as Amanda Dennis may designate.

3. Family Choice Home Care agrees to provide the following services on the following schedule, according to the FCPS School Calendar for 2015-2016, Monday- Friday, 7:00a.m. to 5:00 p.m., August 10, 2016 to November 30, 2016 and April 4, 2016 through the last day of school for students in the FCPS for the 2016-2017 school year. In the event of a pre-approved fieldtrip by the school principal, Fayette County Public Schools agrees to pay any hourly overages for that event if the fieldtrip were to extend beyond the agreed upon hours.

a. Arrival at Danielle Pruitt's home at 7:00 a.m. Monday – Friday located at 3533 Cornwall Drive. Lexington Kentucky. Parent contact information; Beth and Frank Pruitt (859) 223-1231.

b. Assist with loading family van with school and medical equipment for transportation from home to school.

c. Assist with loading student and her personal belongings into family van.

d. Driving van to Jessie Clark Middle and unloading equipment and student from the van into the school.

e. Remaining at Jessie Clark Middle School for the length of the student's school day. Student may be on a shortened day and week by her physicians based upon her health status.

f. After arriving at school in the morning of each school day and assisting with the unloading of the student her equipment and materials, the provider shall remain at all times during the school day, save and except for breaks and lunch period as authorized by Family Choice Home Care and available to assist with packing up equipment and materials related to the student and loading the materials and equipment into the van with the student to transport the student to her home.

g. Provider will assist with packing up equipment and materials at the end of the day and loading materials and equipment back into the van.

h. Provider will drive the van to the point of origin and assist with unloading materials and equipment from the van into the home.

i. Provider must be able to lift and carry up to 60 pounds without injury, bend, squat walk and navigate steps, without threat of injury.

j. The services outlined above will be provided on days when Fayette County Public Schools is in session and when Danielle Pruitt is actually in attendance.

Family Choice Home Care will be notified as soon as possible if student will not be in attendance at school due to illness or appointments.

k. Family Choice Home Care will monitor the local TV stations and our district website during inclement weather for district school closures due to weather.

l. Family Choice Home Care employees employed as the primary driver or substitute drivers will follow the preventative health and wellness protocol for the child by notifying family and Fayette County Public Schools of their known exposure to illness or contagious disease.

4. The Board shall pay Family Choice Home Care for the services rendered pursuant to this Agreement at the rate of: \$195.00 per day. No payments will be provided for services not rendered. Within 30 calendar days after the conclusion of this Agreement, Family Choice Home Care shall submit an invoice to the Board for services performed under this Agreement. Within 30 calendar days after receipt of Family Choice Home Care invoice, the Board shall send payment to Family Choice Home Care. Family Choice Home Care will submit weekly invoices to Fayette County Public Schools each Monday for payment / reimbursement.

Family Choice Home Care shall keep accurate records and documentation of the computation of all charges submitted to the Board for payment or reimbursement under this Agreement.

5. Notwithstanding anything else in this agreement, Family Choice Home Care (including the drivers/personal care providers provided under this Agreement), in providing and performing services under this Agreement, is acting in the capacity of an independent contractor, and is not an agent, servant, partner, or employee of the Board. Family Choice Home Care shall be solely responsible for payment of its federal, state and local taxes, salary for its employees, social security payments and any and all other expenses incurred by obligation set forth in this Agreement that are not otherwise specifically addressed in this Agreement. None of the benefits provided by the Board to its employees, including, but not limited to, workers compensation insurance, disability insurance, medical insurance, and unemployment insurance shall be provided by the Board to any of Family Choice Home Care's employees, including the drivers/personal care providers provided under this Agreement. Neither Family Choice Home Care nor the drivers or personal care providers under this Agreement have authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Board or to bind the Board in any way whatsoever.

6. The Board shall make available to Family Choice Home Care all records and information relevant to student for the purpose of services provided and performed under this Agreement upon receipt of written consent from the parent(s.). Family Choice Home Care must maintain records and reports in accordance with Board policy and any board of licensure or certification that governs Family Choice Home Care. Specifically, Family Choice Home Care agrees to comply with 34 CFR 99-33 regarding disclosure of student records and information that the Board provides Family Choice Home Care pursuant to this Agreement upon receipt of signed consent by the parents.

7. Family Choice Home Care shall maintain professional or other liability insurance that covers the drivers/care providers and the services performed under this Agreement, in the amount of \$1 million per occurrence. Family Choice Home Care shall name the Board as an additional insured on the policy, and shall provide a copy of the policy and declarations for the insurance upon request.

8. Family Choice Home Care providers will follow the outlined health and safety requirement outlined below. These are intended for staff working with Danielle Pruitt who has a chronic illness that puts her at greater risk for infection. These requirements give guidance in determining the need to stay off work or use extra precautions in the care and handling of student and/or her belongings and equipment.

Daily:

Staff shall wash hands prior to any student contact

Staff shall wash hands before and after eating, going to the bathroom, entering or leaving the building

If staff has any open wound it shall be covered. If on the hands, gloves shall be worn for all student contact

All coughs/sneezes shall be covered or masked with the elbow. If using tissue or hand, staff shall wash hands.

If soap and water are not available, hand sanitizer may be used as a substitute for general germ control. If hands are soiled, they must be washed.

No smoking one hour prior to or during the work day.

Do not hand any items to student that are not designated for him/her only that have not been cleaned appropriately.

Staff will maintain an up-to-date immunization certificate and annual TB skin test.

Suspected illness:

Staff will not have student contact if

- o Fever > 100° in the last 24 hours. Must remain home until no fever for 24 hours without any fever reducing medication.
- o Vomiting or Diarrhea in the last 24 hours
- o Exposure to a person with known communicable illness in the last 72 hours
- o Unexplained rash with or without fever
- o Receiving live vaccines within 3 days
- o Persistent cough

9. The parties agree to abide by all applicable federal, state and local laws and regulations.

10. The parties agree that all services provided or performed under this Agreement shall be available without discrimination, in accordance with state, federal and local law and that no person will be discriminated against in violation of law with respect to any privilege or professional practice of either party.

11. In accordance with state law for agreements like this one, Family Choice Home Care certifies it has not violated any applicable provisions of the following statutes within the five year period immediately preceding the effective date of this Agreement KRS Chapters 136 (corporate and utility taxes), 129 (sales and use taxes), 141 (income-taxes), 337 (wage and hour), 338 (Kentucky OSHA), 341 (unemployment compensation) and 342 (workers compensation).

12. The term for this Agreement shall begin with the effective date of this Agreement (as indicated below) and continue through July 30, 2016. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement. This Agreement may be renewed upon written consent of both parties.

13. The waiver by either party of any breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach hereunder. No waiver shall be valid unless in writing and signed by the party granting such waiver.

14. The Board understands that Family Choice Home care employees will be driving the personal vehicle of Frank and Beth Pruitt for the sole purpose of transporting their daughter

Danielle Pruitt from home to school, school to home and for preapproved fieldtrips that are part of the instructional day for the school and classroom.

15. This Agreement shall not be waived, changed, modified, extended or discharged except by an agreement in writing, signed by both parties hereto.

16. If any provision of this Agreement shall, for any reason be adjudged by a court of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect, impair or invalidate the remaining provisions of the Agreement.

17. This Agreement may be executed in several counterparts or with counterpart signature pages. Each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

18. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

19. This Agreement shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Kentucky.

20. Either party may terminate this Agreement, with or without cause, by providing written notice to the other within not less than 72 hours prior to the intended effective date of the termination. Notices shall be addressed to the persons who execute this Agreement on behalf of the parties as indicated below, to the address(es) listed at the beginning of this Agreement as indicated above.

21. Family Choice Home Care will hold less and indemnify the Board against and all claims and actions arising out of services provided by Family Choice Home Care to the Board, including, without limitation, expenses, judgments fines, settlement and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage arising or resulting from the services rendered by family Choice Home Care for the Board and Danielle Pruitt, within the parameters of the laws of the Commonwealth of Kentucky.

22. KAS 4SA.4S5 PROHIBITS CONFLICTS OF INTEREST, GRATIJITIES, 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 4SA.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAW RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES;

This Agreement is not effective until fully executed by both parties and by an individual who has been explicitly given authorization for that purpose.