

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

AGREEMENT BETWEEN
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
For THE TEACCH AUTISM PROGRAM (TEACCH) AND
KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION (KEDC)

This Agreement made and entered into this 5th day of April, 2018, by and between the University of North Carolina at Chapel Hill for its TEACCH Autism Program ("TEACCH"), within the UNC School of Medicine, hereinafter referred to as the "UNIVERSITY," and Kentucky Educational Development Corporation (KEDC) hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, the UNIVERSITY has established an Autism Program known as TEACCH, under the North Carolina Area Health Education Centers ("AHEC") program; and

WHEREAS, with seven regional centers across the state and the Carolina Living and Learning Center, a residential center in Pittsboro, TEACCH is a clinical, training, and research program for individuals of all ages and skill levels with autism spectrum disorders; and

WHEREAS, the UNIVERSITY, through TEACCH, is able to provide identification, evaluation and education of children and adults with autism and related disorders of communication, including the provision of consultation and support to services for children and adults with autism spectrum disorder; and

WHEREAS, CONTRACTOR desires to engage the UNIVERSITY, through TEACCH, for the provision of certain professional services, as set forth herein; and

WHEREAS, The University desires to provide such services under the terms and conditions set forth herein; and

WHEREAS, performance of the activity described herein is consistent with The University's goals of research, teaching, education, and public service.

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions, the UNIVERSITY and CONTRACTOR agree as follows:

1. The UNIVERSITY, through TEACCH, shall provide certain services as set forth below to CONTRACTOR, for the period covering June 4, 2018 through June 22, 2018. Dates and locations for each consultation will be mutually agreed upon. Such services shall include the following:

A Two-day TEACCH Strategies for Success in the General Education Setting training to be held on June 11-12, 2018 for approximately 50 participants. This will include two TEACCH trainers for the training.

2. The UNIVERSITY, through TEACCH, shall be reimbursed by CONTRACTOR in the amount of \$8,900, which is inclusive of all fees and expenses. CONTRACTOR agrees to pay all invoices for services provided by the UNIVERSITY within 30 days of receipt.

For the 2-day Training: \$1,500 per day for the director and \$700 per day for the 2nd trainer. CONTRACTOR agrees to pay for one travel day at 50% of the daily rate for travel to/from Kentucky. Total estimated fees for two days of training is \$5,500.

In addition to training fees, CONTRACTOR agrees to arrange and pay all travel expenses related to travel including hotel (2 rooms per night) and ground transportation in Kentucky (to/from airport, hotel, and training location in Kentucky). In addition to training fees, CONTRACTOR agrees to pay all allowable travel expenses. These additional expenses include airfare, meals, and allowed miscellaneous expenses and are currently estimated at approximately \$3,400. The total estimated cost for training fees and expenses is \$8,900 plus the travel expenses paid for directly by CONTRACTOR.

3. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value in arm's-length transactions. Furthermore, The UNIVERSITY's compensation is not and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated for or with respect to the UNIVERSITY or between the parties for which payment may be made in whole or in part under Medicare or any state health care program or under any other payor program
4. The person (or persons) whose services are to be provided pursuant to the agreement is (are) for all purposes an employee of the UNIVERSITY.
5. This Agreement shall be for the period June 4, 2018 to June 22, 2018. This Agreement may be terminated at any time without penalty by either party provided that written notice of such termination is furnished to the other party at least sixty (60) days prior to termination.
6. CONTRACTOR hereby agrees with the UNIVERSITY that, in its educational and/or employment practices, CONTRACTOR will comply with such nondiscrimination laws as may be applicable to it in the performance of this Agreement.
7. Each party shall be solely liable for any claims, actions, demands, or damages arising out of its performance of this Agreement.
8. The UNIVERSITY shall maintain professional liability self-insurance, including medical malpractice insurance, for itself in amounts not less than required by the North Carolina Tort Claims Act and adequate professional liability covering its employees or agents that provide professional services under this Agreement.
9. CONTRACTOR shall maintain adequate professional liability and commercial general liability insurance that will cover itself and its employees and agents who perform services pursuant to the Agreement.

10. If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity of the remaining provisions.
11. The waiver by any party of any provision or breach of this Agreement shall not operate or be construed as a waiver of any other provision or subsequent breach.
12. This Agreement is nonassignable and nontransferable by either party without the prior written consent of the other party.
13. The business relationship between the UNIVERSITY and CONTRACTOR shall be that of independent contractor and not employer-employee or principal-agent. Neither party shall have the authority to legally bind the other in contract, debt, or otherwise.
14. This Agreement contains the entire understanding of all parties and shall not be altered, amended or modified except by an Agreement in writing executed by the duly authorized officials of both parties.
15. The laws of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities on the day and year listed below.

FOR AND ON BEHALF OF:
Kentucky Educational Development Corporation

FOR AND ON BEHALF OF:
THE UNIVERSITY OF NORTH
CAROLINA AT CHAPEL HILL

Jim Evans
Chairman of the Board

William L. Roper, M.D., MPH
Dean, School of Medicine and
Vice Chancellor for Medical Affairs

Date: _____

Date: _____