

## TRANSPORTATION CONTRACT

This Transportation Contract for Services is made effective as of \_\_\_\_\_, by and between Penn-Delco School District ("PDSD") of 2821 Concord Road, Aston, Pennsylvania 19014, and Quality Care Transport Service Ltd ("Quality Care Transport") of 4111 Aston Mills Rd, Aston, Pennsylvania 19014.

Intending to be legally bound, the parties hereto agree as follows:

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, Quality Care Transport will provide to PDSD the following transportation services (collectively, the "Services"):

- Provide specialized transportation in a paratransit service for student designated by PDSD, from the student's home in Delaware County to and from CCDC School Program in Chester County on instructional days.

**PAYMENT.** Payment shall be made to Quality Care Transport Service Ltd, Aston, Pennsylvania 19014. PDSD shall pay Quality Care Transport the sum of \$125.00 per trip (one way) for the transportation of student with a total cost for the contract term not to exceed \$37,500. Payment will be made to the provider monthly based on the total number of trips per month.

In addition to any other right or remedy provided by law, if PDSD fails to pay for the Services when due, Quality Care Transport has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment can be made using a check, money order or directly deposited to provider's account

**TERM.** This Contract will terminate in the event that PDSD is no longer responsible for transportation of student, or automatically on June 30, 2024, whichever occurs first.

**INSURANCE.** Quality Care Transport, at Quality Care Transport's expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits per occurrence and for personal injury and property damage, with minimum limits. Quality Care Transport shall provide PDSD certificate of insurance naming PDSD as Certificate Holder, evidencing the foregoing coverage prior to providing any services to PDSD under this Contract. Said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by PDSD and PDSD has agreed in writing to the cancellation or material alteration. Quality Care Transport shall also maintain any insurance coverage required by any government body including workers compensation (if applicable) for the types of transportation and related services specified.

**PERFORMANCE OF SERVICES.** Quality Care Transport agrees to meet PDSD's distinct transit and pricing requirements agreed to by the parties from time to time after the effective date as confirmed by PDSD. Quality Care Transport further agrees to comply with all of PDSD's reasonable transportation instructions communicated to Quality Care Transport by PDSD, and to comply with all applicable provisions of any Provincial, Federal, State and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder. Quality Care Transport agrees to perform its services under this Contract in accordance with the highest standards of industry.

**EXCLUSIVE CONTROL.** Quality Care Transport shall have sole and exclusive control over the manner in which Quality Care Transport and its agents perform the transportation service provided for hereunder, and Quality Care Transport shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be subject to discharge, discipline, and control solely and exclusively by Quality Care Transport. Quality Care Transport represents that it is entirely independent and that it is not substantially economically dependent upon PDSD, and there is no functional integration of

PDSD's and Quality Care Transport's respective operations.

**HEALTH & SAFETY.** Quality Care Transport is responsible to ensure that each of Quality Care Transport's employees/drivers/workers receives orientation to his/her job duties, including specific safety requirements and training on District policies, prior to beginning the assignment. No employee/driver/worker of Quality Care Transport will be assigned to operate a vehicle or instructed to perform duties for which they do not have the skill or training to perform safely.

**PROMPT SERVICE.** Quality Care Transport shall promptly and efficiently receive and transport passengers safely, within PSDS's established schedules.

**CONFIDENTIALITY.** Quality Care Transport, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Quality Care Transport, or divulge, disclose, or communicate in any manner, any information, including student education records and medical information, that is protected by the Family Educational Rights and Privacy Act ("FERPA"). Quality Care Transport hereby confirms that all information concerning pupils and their services shall be confidential. Quality Care Transport and its employees, agents, and representatives will protect such information from disclosure and redisclosure and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**RETURN OF PROPERTY.** Upon termination of this Contract, Quality Care Transport will return to PSDS all records, notes, documentation and other items that were used, created, or controlled by Quality Care Transport during the term of this Contract.

**INDEMNIFICATION.** Quality Care Transport agrees to indemnify and hold PSDS harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against PSDS that result from the acts or omissions of Quality Care Transport and/or Quality Care Transport's employees, agents, or representatives.

**WARRANTY.** Quality Care Transport shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Quality Care Transport's community and region, and will provide a standard of care equal to, or superior to, care used by transporters similar to Quality Care Transport on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. The Parties agree that any suit, action, claim or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the Court of Common Pleas in and for the County of Delaware, Commonwealth of Pennsylvania, and each Party hereby waives any objection which it may have to the laying of venue of any suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding.,.

**WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAVE ANY AND ALL RIGHTS THEY HAVE TO REQUEST A JURY TRIAL AND AGREE THAT ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE BEFORE A JUDGE, MANDATORY ARBITRATION, PURSUANT TO THE PENNSYLVANIA RULES OF CIVIL PROCEDURE AND LOCAL RULES OF CIVIL PROCEDURE, EXCEPTED.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATURES.** This Contract shall be signed by \_\_\_\_\_, Business Administrator on behalf of Penn-Delco School District and by Teah Brewer, Officer on behalf of Quality Care Transport Service Ltd.

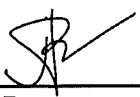
Client:  
Penn-Delco School District

By: \_\_\_\_\_

Business Administrator

Date: \_\_\_\_\_

Transporter:  
Quality Care Transport Service Ltd

By:  \_\_\_\_\_

Teah Brewer  
Officer

Date: 10/1/2023