

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 25th day of April 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW, a Kentucky corporation, ("Organization") with offices located at 110 West Vine Street, Suite 300, Lexington, KY 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on April 1, 2025 and shall last for a period of 1 year(s) unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP #3-2025
 - b. Exhibit "B" – Consultant Proposal

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A" and "B" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – LFUCG RFP #3-2025 for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Thirty-Six Thousand, Nine Hundred dollars (\$36,900) for the performance of the Services. Such payments shall be made monthly after project deliverables have been completed, as outlined in Exhibit "A." The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed, or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. 3-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and

clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

16. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

17. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

18. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

19. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Tunnell-Spangler-Walsh & Associates, Inc. d/b/a TSW
110 West Vine Street, Suite 300
Lexington, KY 40507

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Parks and Recreation, Tim Joice

20. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

21. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral

or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Deputy
Markem Gock
Clerk of the Urban County Council

ENTITY

BY: *Bryan*
Bryan Bays, Principal, TSW

ATTEST:

Eloisa De Leon Gonzalez

WITNESS: *[Signature]*

DATE: 04.08.2025



EXHIBIT "A"

Lexington/Fayette Urban County Government Addendum for Services

EXHIBIT "B"

Consultant Proposal

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into this day by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT** (existing under the laws of the Commonwealth of Kentucky, (hereinafter referred to as "**AFFILIATING AGENCY**") and **FAYETTE COUNTY PUBLIC SCHOOLS, KENTUCKY** (hereinafter referred to as "**SCHOOL**").

Purpose: The purpose of this agreement is to establish guidelines and responsibilities for the clinical education component and/or off-campus educational experiences for students in the Fayette County Public Schools' EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with the School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, workers' compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:**Faculty Will:**

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;
3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency, conduct criminal background checks and/or drug screening on all students and verify negative status of the Kentucky Board of Nursing Abuse check on all students if applicable prior to the clinical date.

Affiliating Agency will:

- ## Duration and Review

Students participating in a clinical affiliation and/or off-campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Linda Gorton

Mayor of Lexington-Fayette Urban Government

5/9/25

Date _____

Bradford

Dr. Bill Bradford
FCPS Assistant Superintendent

Schools Signature

3-27-25

Date _____

Muhammad Nighawati

822



ADDENDUM

- 1. It is the school's responsibility to require each student to be in compliance with State regulations for communicable disease vaccinations, including diphtheria/tetanus toxoid (every ten years) and measles (after 1980). Also, students must have received a negative tuberculosis PPD skin test (Mantoux) within the past year, and a Hepatitis B vaccination or declination (to be paid by the student). The student must have this completed before beginning the program and authorize the release of this medical information to the Facility prior to the clinical experience. Students must know Body Substance Isolation as recommended by the Centers for Disease Control (CDC) and have Bloodborne Pathogens Standard regulations. Vaccination, skin testing and training records will be provided to the facility upon request.**
- 2. In the event of injury and/or illness to school faculty, student, and/or clinical supervisor while participating in the clinical experience which requires immediate medical attention for the individual, the individual will be referred by the clinical instructor to the emergency room of the facility and/or to the individual's private physician for follow up care, if necessary. Documentation of the illness or injury will be forwarded to the school upon request with the individual.**
- 3. The school agrees to ensure that the assigned student has appropriate health insurance and professional liability insurance at a rate of \$2,000,000 per occurrence, \$4,000,000 in the aggregate, and provide documentation of the same to the hospital. Students shall be responsible for their own medical expenses.**
- 4. Any information concerning a patient's condition, treatment, personal affairs of records shall be kept confidential. Students must be frequently reminded of their responsibility for protecting patient information. It is the school's responsibility to make the student aware that even casual conversation with other employees, students or faculty members may be overheard, thereby violating the patient's right to privacy. Not only is the release of patient information (deliberate or accidental) unethical, but also could subject the student, school, and the facility to legal charges.**

WAIVER AND STATEMENT OF UNDERSTANDING

I, _____, having applied for enrollment in the EMT Program offered by Fayette County Public Schools, I understand and agree to the following:

1. STUDENTS PARTICIPATING IN THIS PROGRAM MAY BE EXPOSED TO SITUATIONS OR SUBSTANCES THAT COULD ENDANGER THEIR HEALTH OR SAFETY, AND I AGREE TO HOLD THE FAYETTE COUNTY BOARD OF EDUCATION, ITS MEMBERS, AND EMPLOYEES OF THE FAYETTE COUNTY SCHOOL DISTRICT, HARMLESS FROM ANY INJURIES RESULTING FROM MY PARTICIPATION IN CLINICAL EXPERIENCES AT AN AFFILIATING CLINIC OR AGENCY (AN AFFILIATING CLINIC OR AGENCY IS DEFINED AS ONE WHICH HAS CONTRACTED WITH THE FAYETTE COUNTY BOARD OF EDUCATION TO PROVIDE CLINICAL EXPERIENCE FOR STUDENTS PARTICIPATING IN A HEALTHSCIENCE PATHWAY, EXCEPT FOR SUCH INJURIES AS ARE CAUSED BY NEGLIGENCE OF FAYETTE COUNTY SCHOOL DISTRICT EMPLOYEES.
2. The program requires a period of assigned, guided clinical experience in long-term care nursing facilities in addition to classroom content.
3. This clinical experience is assigned by the instructors for its educational value and no payment (wages) will be earned or expected.
4. I will be a guest within the clinical facility and will conduct myself accordingly. All known rules and regulations of the facility will be followed.
5. For educational purposes and practice on "live" models, I consent in allowing other students to practice procedures upon me, as I will practice these same procedures on them under the guidance and direct supervision of my instructor. The nature and educational objective of these procedures will be explained to me. No guarantees or assurances will be given by anyone as to any problem that might be incurred as a result of these procedures.
6. I will adhere to the policies, rules and regulations of the affiliating agency or clinic, the Fayette County Board of Education, specifically including the Student Code of Conduct for the Fayette County Public Schools. I understand my failure to adhere to any of these policies and rules may result in my dismissal from the program. I further realize the utmost importance of regular attendance and being in class in time to receive the clinical experiences provided.
7. INFORMATION REGARDING A PATIENT OR FORMER PATIENT IS CONFIDENTIAL AND IS TO BE USED ONLY FOR CLINICAL PURPOSES WITHIN AN EDUCATIONAL SETTING.

8. I may come in contact with the ill and disabled in institutional settings, and I may be required to work with clinical specimens, I UNDERSTAND, THEREFORE, THAT I WILL BE RESPONSIBLE FOR FOLLOWING CERTAIN SPECIFIED SAFETY PRECAUTIONS.
9. The educational experience and knowledge gained during the program do not necessarily entitle me to a job.
10. Any action on my part inconsistent with the above requirements may warrant suspension of my training.
11. The Fayette County Board of Education does not have any policy of insurance that would cover medical expenses or costs for injuries incurred while participating in the program.
12. The clinical facility is not responsible for any medical expenses of students participating in the program.
13. The Fayette County Board of Education recommends that all students participating in this program have medical and hospitalization insurance.

I HAVE READ THE ABOVE AND AGREE TO THESE CONDITIONS FOR ENROLLMENT.

Date

Student Signature

To be signed by the legal guardian if the student is a minor:

As legal guardian of _____, I agree to his/her participation in the clinical experience provided at affiliating agencies or clinics. I understand the identity of the affiliating agencies or clinics may vary during my child's participation in this program. I further understand and agree to all conditions set out in this document.

Date

Parent/Guardian Signature

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Dr. Meghan Wood

Vendor Name/Number: Lexington-Fayette Urban County Government

Topic of Agreement: Student learning through ride time

Amount of Agreement: NA **Org:** **Obj:** **Proj:**

Type of Agreement:

MOI/MOA

Specifications:

- Related to Software (**Requires Data Sharing Agreement**)
 - If yes, Incident IQ ticket number _____
- Related to an Extended Field Trip Request
(Charter buses, out of town/overnight trips)
 - Extended Field Trip Request Sent On:
- Over \$40,000 (**Requires Board Approval**)
 - If yes, is this a grant? YES NO
 - If yes, was a bid/RFP solicited or do you have a determination number? YES NO
If yes, attach the determination sheet or bid/RFP tabulation sheet.
If no, contact the Purchasing Department.
 - Do you need the original back? YES NO

***An Executive Summary Form must accompany this form if the contract is over \$40,000.**

Contracts will not be added to the board agenda without a completed Executive Summary Form.

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at <https://dna.fcps.net/Contractors> before beginning work. For more information, please visit <https://www.fcps.net/contractors> or call the FCPS Application Center at (859) 381-4190.

**PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE**