

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Government") and Anita Capillo, 1534 Meadowthorpe Avenue, Lexington, KY 40511(hereinafter referred to as "Contractor")

### **WITNESSETH**

WHEREAS, the Government has been awarded federal funds from the Commonwealth of Kentucky Justice Cabinet for the implementation and operation of a Sexual Assault Nurse Examiner Program;

WHEREAS, the Government seeks qualified Sexual Assault Nurse Examiners willing to serve on an "on-call" basis for the performance of forensic examinations;

WHEREAS, the Contractor has been selected as an independent contractor for the performance of forensic examinations;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### **SECTION I**

#### **OBLIGATIONS OF GOVERNMENT**

1. Government agrees to reimburse Contractor \$40.00 for each scheduled "on-call" period. An on-call period is defined as an evening or day shift of eight hours in duration. The Government's Sexual Assault Nurse Examiner Manager is responsible for establishing on-call schedule. Reimbursement shall be made within 30 days of invoice.
2. Government agrees to reimburse Contractor at the rate of \$230.00, for each completed forensic examination. Reimbursement shall be made within 30 days of invoice and contingent upon completion of Government's reporting requirements.
3. In the event that Contractor responds to the hospital for the performance of a forensic examination, but is unable to complete the exam because the victim withdraws consent prior to or during the exam, Government agrees to reimburse the Contractor at the rate of \$100.00. In this event the Contractor will separately invoice the Division of Police for the incomplete call-out. These invoices will be paid from the Division of Police's general fund budget.
4. Government agrees to reimburse Contractor in an amount not to exceed the reasonable cost of a prepaid annual premium for herein described medical liability insurance upon receipt of certificate of insurance and submission of invoice. Reimbursement shall be made within 30 days of invoice.

5. Government agrees to reimburse Contractor for performance of Suspect Evidence Collection Examinations in the amount of \$120 per examination. In this event the Contractor will separately invoice the Division of Police for the examination. These invoices will be paid from the Division of Police's general fund budget.
6. Government agrees to reimburse Contractor \$50.00 per case for the provision of professional testimony in a court of law.

## SECTION II

### OBLIGATIONS OF CONTRACTOR

1. Contractor agrees to serve on an "on-call" basis a minimum of six shifts per month, to include evenings, nights, weekends, and holidays, as scheduled by the Government's Sexual Assault Nurse Examiner Manager following completion of the Supervision Period. Contractor further agrees to serve a minimum of one "on-call" shift on two of the following holidays during the calendar year 2019: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Eve, or New Year's Day.
2. Contractor agrees to serve a Supervision Period, the duration of which is determined by the Sexual Assault Nurse Examiner Program Manager. During the Supervision Period, the Contractor understands that she shall serve a minimum of ten "on-call" shifts per month, to include evenings, nights, weekends, and holidays, in order to perform a sufficient number of forensic examinations under the direction of the Government's Sexual Assault Nurse Examiner Manager for the purpose of establishing competency. At the discretion of the Government's Sexual Assault Nurse Examiner Manager the length of the Supervision Period may be increased or decreased subject to monthly review.
3. Contractor agrees to respond to a page within ten minutes and to report to the University of Kentucky Medical Center emergency room within a reasonable amount of time after receiving a page.
4. Contractor agrees to conduct forensic examinations of sexual assault victims, including but not necessarily limited to collection and preservation of evidence, in compliance with the policies, procedures, and protocols of the Government's Sexual Assault Nurse Examiner Program and the University of Kentucky Medical Center. Contractor will complete training with the Program Manager in the collection of evidence from sexual assault suspects in accordance with policies, procedures and protocols listed above prior to conducting these examinations. Contractor will be responsible for acknowledging receipt of policies, procedures, and protocols.
5. Contractor agrees to cooperate with the Government's Division of Police, all other law enforcement agencies utilizing the services, all county attorneys, all Commonwealth Attorneys, the Bluegrass Rape Crisis Center, and employees of the University of Kentucky Medical Center. Contractor shall make no additional charge for time spent in meetings with police and prosecutors.
6. Contractor agrees to maintain medical liability insurance, throughout the term of the Agreement, in the principal amount of not less than One Million (\$1,000,000) Dollars per occurrence and Four Million (\$4,00,000) Dollars aggregate, per policy year, for any act or

omission in the furnishing of professional medical services. Said policy of insurance shall name the Lexington-Fayette Urban County Government and University of Kentucky Medical Center as 'additional insureds' thereunder. Contractor shall negotiate and contract with an insurance company for this coverage and deliver proof of insurance to the Government. If this Agreement is terminated before the expiration of the prepaid period by either party for any reason, insurance shall be cancelled with pro rata amount being refunded to the Government.

7. Contractor agrees to maintain throughout the term of this Agreement current Kentucky Registered Nurse License (unrestricted), current credentials issued by the Kentucky Board of Nursing as a Sexual Assault Nurse Examiner, and maintain membership in International Association of Forensic Nurses. Such memberships, credentials, and licensure shall be at the expense of the Contractor. Evidence of license and memberships shall be provided to the Government.
8. Contractor agrees to attend a monthly meeting at the Government's Division of Police and complete one conference per year in the field of forensics at Contractor's expense.
9. Contractor agrees to submit invoices to the Government for on-call service and for forensic examinations at least once per month, no later than the fifth day of the following month.
10. Contractor agrees to maintain contact with the Government for a period of three years following termination of her agreement at no additional cost. Such contact includes but is not necessarily limited to notification of current home address, telephone number, and place of employment for the three-year period. Contractor agrees to comply with all subpoenas for all cases in which she performed examinations at no additional cost for the three-year period.
11. Contractor agrees to comply with the Government's Blood Borne Pathogen Occupational Exposure Policies. Contractor acknowledges that she will be fully responsible for any medical care or expenses related to an occupational exposure.
12. Contractor agrees that she will not provide services as a Legal Nurse Consultant on sexual assault cases while under contract with the Government for performance of forensic examinations and for a period of three years following termination of this agreement.

### **SECTION III**

#### **GENERAL CONDITIONS**

1. This Agreement shall be effective from January 1, 2019, through December 31, 2019.
2. This Agreement may be terminated by either party for any reason upon thirty (30) written days notice to the other party. In the event of termination, the Contractor shall be paid in full for all services performed to the date of such termination in accordance with Section I, Paragraph 1 and Paragraph 2.
3. The Government acknowledges and agrees that this professional services agreement shall not in any way interfere with or prevent the engagement of the Contractor in other employment, presently or otherwise. Such other employment is not to interfere with the performance of duties under this Professional Services Agreement.

4. The Contractor acknowledges that she is an independent contractor under this agreement and not any employee of the Government for any purpose.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension February 18, 1986) that to the best of her knowledge and belief, that she:

Is not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by and Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other federal law;

- a. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and
  - c. Has not within a three-year period preceding this proposal had one or more public (Federal, State, or local) transactions or contracts terminated for cause or default.
5. This Professional Services Agreement represents the entire and integrated agreement between the Government and the Contractor and supersedes all prior negotiations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Contractor and the Government.
  6. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: \_\_\_\_\_  
Linda Gorton, Mayor

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

CONTRACTOR

BY: \_\_\_\_\_  
Anita Capillo