

**PROFESSIONAL SERVICES
AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the 9th day of July 2019, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A ("Lexington") and **PATRICIA K. HOWARD PhD**, of 2108 Thorndale Way, Lexington, Kentucky 40515 (hereafter referred to as "Dr. Howard" or "EMS Training Coordinator").

WITNESSETH:

WHEREAS, Lexington through its Division of Fire and Emergency Services ("Fire") wishes to contract with Dr. Howard to serve as its Emergency Services Training Coordinator (the "EMS Training Coordinator").

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements herein contained, the parties do hereby agree as follows:

1. **GENERAL** Lexington hereby engages Dr. Howard to be the EMS Training Coordinator and perform the duties further provided herein.

2. **SCOPE OF SERVICES.** Dr. Howard shall use his/her best efforts to perform the following duties as the EMS Coordinator for Lexington:

- a. Develop, coordinate, and teach Emergency Medical Services ("EMS") training courses, primarily in the field of paramedic training, for Fire's employees.
- b. Provide input into the content, quality and administration of Fire's EMS training courses and programs.
- c. Plan, organize and teach Fire's Paramedic Training Program.
- d. Plan, organize, and teach training and/or certification courses in ACLS, PALS, and PEPP and other certification courses as requested by Fire.
- e. Assist with the necessary continuing education training of Emergency Medical Technicians, if scheduling permits.
- f. Schedule any necessary speakers and ensuring that appropriate training materials (films, internet, etc.) are available for the required training.
- g. Write, administer and score quizzes, tests and examinations for the Paramedic Training Program, and discuss results with students and/or their supervisors.
- h. Maintain the security of all test materials.
- i. Report the current status and progress of all training on a regular basis to Fire's Medical Director and other Fire personnel and as otherwise requested.
- j. Supervise, evaluate and provide assessments of Fire personnel participating in the Paramedic Training Program, to include the didactic and clinical components and the Internship phase.

Dr. Howard agrees to provide at least two hundred (210) hours of professional services each year pursuant to this agreement if no Paramedic Training Program is instituted by Lexington and an additional three hundred (310) hours in each year in which a Paramedic Training Program is conducted. Dr. Howard shall perform all duties and services included herein faithfully and satisfactorily at the time, place and for the duration prescribed herein and shall keep his/herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Lexington, its officers, agents and employees against any claim or liability arising from and based on his/her violation of any such laws, ordinances or regulations.

3. **COMPENSATION.** The professional services included herein shall be provided by Dr. Howard at a ~~base~~ base annual cost ~~(no Paramedic Training Program)~~ not to exceed \$23,500, payable on the first of July each year, plus an additional one time annual payment of \$200.00, which is to be used by the EMS Training Coordinator for the sole purpose of acquiring the required insurance coverage specified in provision 6, below. Under no circumstances shall Lexington be responsible for ~~more~~ more than payment of \$23,700.00 per year total for performance of the services hereunder absent further written agreement thereon.

4. **TERM.** The term of engagement shall commence on July 1st 2019 and shall terminate on June 30th 2020. Subject to the availability of budgeted funds, Lexington may choose to extend or renew this agreement on an annual basis for up to five (5) additional one (1) year periods by notifying Dr. Howard in writing at least thirty (30) days prior to the expiration of the agreement.

5. **CANCELLATION.** This agreement may be terminated by either party by providing the other party with at least thirty (30) days advanced written notice of termination. In the event of termination, Dr. Howard shall be paid as compensation in full for services performed as the EMS Training Coordinator to the date of such termination, in an amount calculated on the basis of the hours of service rendered in accordance with paragraph two (2) of this agreement.

6. **INSURANCE.** The EMS Training Coordinator shall maintain for the duration of this agreement, medical liability insurance against claims which may arise from or in connection with the work performed under this agreement in the principal amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per policy year for any act or omission in the furnishing of EMS training coordinator services. Said policy shall be placed with an insurer with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

7. **INDEPENDENT CONTRACTOR.** The EMS Training Coordinator acknowledges and agrees that he/she is not an employee of Lexington for any purpose whatsoever. Dr. Howard is an independent contractor at all times during the performance of the services specified. Lexington acknowledges and agrees that this agreement shall not in any way interfere with or prevent the engagement of the EMS Training Coordinator in other employment, presently or otherwise, so long as she is able to adequately perform the duties hereunder.

8. **SUPERVISION.** The EMS Training Coordinator agrees to comply with all applicable workplace standards and policies and receive overall administrative supervision from the Fire Chief, direct administrative supervision from Fire's EMS Assistant Chief, and direct medical supervision from Fire's Medical Director.

9. **TAX COMPLIANCE.** Dr. Howard represents that he/she has filed and will all federal, state or local income tax returns required by law in the legally prescribed time and manner.

10. **ASSIGNMENT.** The EMS Training Coordinator will not assign the performance of its services under this agreement without the prior written approval of the Mayor or her designee.

11. **APPLICABLE LAW.** The terms of this engagement shall be governed by the laws of the Commonwealth of Kentucky, both as to interpretation and performance. Any ambiguity is to be construed in favor of Lexington.

12. **ENTIRE AGREEMENT/MODIFICATION.** This agreement represents the entire and integrated agreement between Lexington and the EMS Training Coordinator and supersedes all prior negotiations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both EMS Training Coordinator and Lexington.

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, MAYOR


Patricia K. Howard, PhD

ATTEST: 
CLERK OF URBAN COUNTY COUNCIL