

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the day of \_\_\_\_\_, 2025, 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 **Robert Gregory McMorrow, MD**, 3232 Beaumont Centre Circle, Lexington, KY 40513 (hereinafter referred to as "Contractor").

### WITNESSETH

WHEREAS, the Government seeks qualified physicians willing to volunteer their professional services in support of the Community Paramedicine Program;

WHEREAS, the Contractor has agreed to serve as a volunteer physician within the Community Paramedicine Program;

WHEREAS, the parties acknowledge that the Contractor shall not receive compensation for services rendered, except that malpractice insurance associated with participation shall be paid through the Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP) grant, with grantor approval already obtained;

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

### Section 1

#### OBLIGATIONS OF GOVERNMENT

1. Government acknowledges that Contractor shall serve as a **volunteer physician** within the Community Paramedicine Program and shall not receive compensation for time, services, or examinations performed under this agreement.
2. Government agrees that the cost of the Contractor's medical liability (malpractice) insurance associated with participation in the Community Paramedicine Program shall be paid through the **COSSUP grant**, and all necessary permissions for this expenditure have been obtained from the grantor.
3. No other payments, stipends, or reimbursements shall be made to Contractor for participation in this program.

### SECTION II

#### OBLIGATIONS OF CONTRACTOR

1. Contractor, **Robert Gregory McMorrow, MD**, agrees to serve as a volunteer physician within the Community Paramedicine Program on dates and times that are mutually agreeable to the Government and Contractor.

2. Contractor agrees to provide consultation and professional medical guidance to members of the Community Paramedicine Program, consistent with applicable medical standards of care and in accordance with all relevant laws, policies, procedures, and protocols adopted by the Lexington-Fayette Urban County Government Division of Fire and Emergency Services.
3. Contractor agrees to cooperate with the Government's Division of Fire and Emergency Services, partner agencies, and other organizations engaged with the Community Paramedicine Program.
4. Contractor agrees to maintain medical liability (malpractice) insurance throughout the term of this Agreement in the principal amount of not less than One Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$4,000,000) 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 as an "additional insured" thereunder. The cost of this coverage shall be paid through the COSSUP grant, with permissions for this expenditure having been obtained from the grantor. Proof of insurance shall be delivered to the Government.
5. Contractor agrees to comply with all applicable occupational health and safety policies of the Government, including Bloodborne Pathogen Exposure Policies, and acknowledges personal responsibility for any medical care or expenses related to an occupational exposure.
6. Contractor acknowledges that no invoices, compensation, or reimbursement of expenses shall be submitted or paid under this Agreement, other than the malpractice insurance referenced above.

### **SECTION III**

#### **GENERAL CONDITIONS**

1. This Agreement shall be effective from November 1, 2025, through October 31, 2027.
2. This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice to the other party. In the event of termination, the Contractor shall remain covered under the malpractice insurance referenced in Section II, Paragraph 4, through the expiration of any prepaid period.
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 he is an independent contractor under this Agreement and not an employee of the Government for any purpose and is not entitled to any benefits from LFUCG including Worker's Compensation.
5. The Contractor certifies, in accordance with Executive Order 12549 (Debarment and Suspension, February 18, 1986) that to the best of his knowledge and belief, that he:
  - a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions or contracts by any 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;

b. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against him 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;

c. 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 (b) of this certification; and

d. 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.

6. 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.
7. This Agreement shall be governed by the laws of a court of competent jurisdiction in Fayette County Kentucky.

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: Robert G. McMorrow, MD

Robert Gregory McMorrow, MD