

**PARAMEDIC TRAINING PROGRAM AGREEMENT**  
**(FOR PARTICIPATION BY OTHER JURISDICTIONS)**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to KRS Chapter 67A (herein referred to as "LEXINGTON") and Jessamine County Emergency Medical Service, a Emergency Medical Service of the Commonwealth of Kentucky (herein referred to as the "JCEMS").

**WITNESSETH:**

**WHEREAS**, LEXINGTON's Division of Fire and Emergency Services conducts (the "FIRE DEPARTMENT"), on an annual basis, a Paramedic Training Program (the "PROGRAM") as an emergency medical services institution approved by the Commonwealth of Kentucky; and

**WHEREAS**, successful completion of a paramedic training program is one of the prerequisites to obtaining Kentucky licensure as a paramedic; and

**WHEREAS**, JCEMS desires one or more of its employees to enroll in and attend the PROGRAM;

**NOW, THEREFORE** for and in consideration of the mutual promises and covenants herein expressed, LEXINGTON and JCEMS agree as follows:

1. LEXINGTON, acting through its FIRE DEPARTMENT, agrees to allow employee(s) of JCEMS to participate in the PROGRAM, including the classroom training, clinical training and field internship components of the Program ("PARTICIPANTS").

2. There is limited space available for the PROGRAM. The FIRE DEPARTMENT shall determine whether there is space available in the PROGRAM, and how many PARTICIPANTS it will allow at any given time.

3. LEXINGTON or the FIRE DEPARTMENT may end the relationship of any PARTICIPANT in the PROGRAM at any time, with or without cause or reason.

4. The following conditions shall apply to all PARTICIPANTS:

A. He or she must be an employee of JCEMS.

B. He or she must attend training classes, perform clinical rounds, and be assigned to the FIRE DEPARTMENT's emergency care units for field internships only while he or she is on duty with JCEMS.

C. He or she must comply with all applicable federal, state, and local laws and regulations, and all applicable policies and procedures, including but not limited to LEXINGTON's Alcohol and Drug Free Work Place, Violence in the Workplace, and Sexual Harassment Complaint policies.

E. He or she must comply with all terms and conditions agreed to by LEXINGTON, or established by the entity operating a paramedic clinic training site while the student is performing clinical rounds at that site.

F. He or she must execute and submit to the FIRE DEPARTMENT prior to participation a "Waiver and Release" form, a copy of which is attached hereto as Exhibit "A", and which is incorporated herein by reference as part of this agreement, and shall be bound by the terms of the "Waiver and Release", including, but not limited to, being subject to immediate dismissal from the PROGRAM.

5. JCEMS shall promptly provide the FIRE DEPARTMENT with all information needed for it to comply with its statutory and regulatory duties as a Kentucky approved EMS Educational institution.

6. JCEMS represents and warrants that not less than thirty (30) days prior to the commencement of the Program, all of its paramedic students will have applied for, and received, permission from the Kentucky Board of Emergency Medical Services to enroll as PARTICIPANTS, and shall provide prompt written notice to the FIRE DEPARTMENT if at any time during a PARTICIPANT's participation in the PROGRAM he or she is no longer eligible to continue such participation.

7. The FIRE DEPARTMENT will develop the curriculum to be used in the PROGRAM, including the instruction portion and the clinical learning experience portion of the curriculum, and will provide qualified instructors, all necessary teaching aids, reference books, classroom supplies and any other teaching materials needed for the PROGRAM.

8. LEXINGTON will not charge JCEMS or its PARTICIPANTS a separate tuition fee for participating in the PROGRAM. However, LEXINGTON will not pay for any costs or fees associated with the PROGRAM, including but not limited to, textbooks, independent mini-course fees (e.g., for ACLS and BCLS training material), Kentucky application and licensure fees, and National Registry fees.

9. The parties mutually agree that the PARTICIPANTS are not to be considered employees or agents of LEXINGTON for any purpose whatsoever. In no event shall the parties to this Agreement be construed, held or become in any way for any purpose, partners, associates, or joint venturers in the conduct of their respective endeavors or otherwise. JCEMS agrees that its PARTICIPANTS are at all times its employees and as such agrees to provide workers' compensation and unemployment insurance as required by Chapters 342 and 341, respectively, of the Kentucky Revised Statutes and any and all other benefits provided by federal, state or local law.

10. JCEMS agrees to indemnify and hold harmless LEXINGTON, its agents, employees, successors and assigns, and elected or appointed officials against and from any and all claims whatsoever:

A. For any injuries arising from the actions of its PARTICIPANTS, including such times as the students are assigned to LEXINGTON's emergency care units whether or not such units are on an emergency run.

B. For any injuries to or illnesses of the PARTICIPANTS, including such times as they assigned to LFUCG emergency care units whether or not said units are on an emergency run. The obligation to indemnify and hold harmless shall survive the term of this Agreement and expressly includes any and all claims alleging or arising from the supervision or training of the PARTICIPANTS.

11. JCEMS also agrees to resist or defend any claim or proceeding related to this Agreement or its PARTICIPANTS brought against LEXINGTON, its agents, employees, successors and assigns, and elected or appointed officials, by counsel, reasonably satisfactory to LEXINGTON.

12. JCEMS shall provide personal professional liability insurance for each paramedic student participating in the Program at limits of no less than One Million Dollars (\$1,000,000.00). Such insurance shall also cover faculty and administrators of the PROGRAM for claims arising out of the supervision or instruction of the PARTICIPANTS. Such insurance shall cover incidents, claims and suits arising from activities performed pursuant to this Agreement during the term of the Agreement, as well as those claims and suits arising during the term of this Agreement but reported after the term of this Agreement.

13. The initial term of this Agreement shall be for a period of one (1) year commencing on October 1, 2011. It shall automatically renew for five (5) additional terms of one (1) year, unless either party gives thirty (30) days prior written notice to the other party of its intent not to renew, or it is otherwise terminated pursuant to the terms herein.

14. Each party shall provide equal opportunity and employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age or handicap, and shall promote equal employment.

15. This Agreement is between LEXINGTON and JCEMS and provides no enforceable benefit, right, obligation, or requirement to or for any other party, including but not limited to the PARTICIPANTS.

16. Either party may terminate this Agreement at any time by giving written notice of termination to the other party. It is understood and agreed that LEXINGTON may deny participation to, or terminate the participation of any PARTICIPANT at any time and for any or no reason.

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

18. Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party.

19. All notices, requests, demands, waivers, and other communications given or required to be given under this Agreement shall be in writing and shall be addressed to the parties as follows:

To LEXINGTON:

Lexington-Fayette Urban County Government  
Division of Fire and Emergency Services  
219 East Third Street  
Lexington, Kentucky 40508-1827  
Attn: EMS Chief (Mike Gribbin)

To JCEMS:

Jessamine County EMS  
101 South Second Street Ste. B  
Nicholasville, Kentucky 40356  
Attention: Fire Chief Jerry Domidion

20. 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 of this Agreement.

21. The parties agree that this Agreement is the entire Agreement between the parties and that it may be modified only by subsequent written agreement between the parties.

22. By their signatures below, the parties hereby verify that they have been duly authorized to execute, deliver and perform this Agreement and the execution and performance of the Agreement are within their powers and do not contravene any law, rule or regulation.

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

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

ATTEST:

\_\_\_\_\_  
SUSAN LAMB, COUNCIL CLERK

JESSAMINE COUNTY EMS

BY:

[Signature]  
JERRY DOMIDION, JCEMS CHIEF

BY:

[Signature]  
NEAL CASSITY, JESSAMINE COUNTY  
JUDGE EXECUTIVE

STATE OF KENTUCKY     )  
  )  
COUNTY OF JESSAMINE    )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jerry Domidion, as the Chief of JCEMS, who has represented that he or she has the ability to bind the same, on this the 18<sup>th</sup> day of September, 2011.

My commission expires:

August 4, 2012

[Signature]

NOTARY PUBLIC  
\_\_\_\_\_, STATE-AT-LARGE