

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (the “Agreement”) is made and entered into on the _____ day of _____, 2023 (the “Effective Date”), by and between the **Lexington-Fayette Urban County Government**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG”), and **Bluegrass Behavioral School for Children LLC dba BLUEGRASS BEHAVIORAL SERVICES FOR CHILDREN**, a Kentucky Limited Liability Company with a principal office located at 205 Champion Way, Suite 11, Georgetown, Kentucky 40324 (“Bluegrass Behavioral”) (collectively known as the “Parties”).

RECITALS

WHEREAS, LFUCG’s Family Care Center located at 1135 Harry Sykes Way, Lexington, Kentucky 40504 (the “Premises”), which is normally used to provide services to families with young children; and

WHEREAS, Bluegrass Behavioral wishes to use certain areas of the Premises for the purpose of providing mental and behavioral health services to children and support services to staff which may include but not limited to individual therapy services, group therapy service, psycho-education services, staff training, classroom behavioral assessments, and consultation for the purposes of enhancing students’ education experience by 1) assisting students in building skills to improve negative attitudes, behaviors, or inadequate social functioning related to learning, and 2) promoting an optimal level of interpersonal skills for students; and

WHEREAS, LFUCG has agreed to allow Bluegrass Behavioral to use certain areas of the Premises provided that the following terms and conditions are met.

STATEMENT OF AGREEMENT

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. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. **Term; Termination.** Unless terminated sooner, the Parties agree that there is a one (1) year term to this Agreement commencing July 1, 2023 and ending on June 30, 2024 (the “Term”). Either party may terminate this Agreement with thirty (30) days written notice to the other party.
3. **Non-Monetary Consideration.** As consideration for Bluegrass Behavioral’s agreement to provide the services set forth in Section 3.A., LFUCG agrees to make available for Bluegrass Behavioral’s reasonable use certain portions of the Premises as further described in Section 3.B.
 - A. **Professional Services.** Bluegrass Behavioral shall provide the following services under the terms of this Agreement:

1. Mental and/or behavioral health therapy services (individual or group) designed to promote skill development;
2. Psycho-educational services to include specific activities related to the reason for referral and measurable outcomes;
3. Psycho-educational services to address the following issues, among others; managing anger, parent support groups, development of self-esteem, social skills development, etc;
4. Training, upon request and at a mutually agreeable time, to teachers, counselors, and any other identified parties to address the following issues, among others: behavior intervention/classroom management, mental illness in children and how it relates to the classroom, child development, post-secondary trauma, suicide risk, etc;
5. Consultation, upon request, to teachers, counselors, and any other identified parties to address the following issues within a school environment, among others: classroom behavior, classroom observations, program planning, and development.

Bluegrass Behavioral further agrees to communicate regularly with the school-level staff in regard to student progress.

B. Use of Premises. Subject to the terms, conditions and covenants contained in this Agreement, LFUCG hereby agrees to provide Bluegrass Behavioral with a limited use license to access one (1) classroom that contains a bathroom for two (2) daily group sessions and one (1) office space for daily office hours, and the entrances thereto. The Parties agree that this is not a lease. Bluegrass Behavioral’s use of the Premises shall be on a non-exclusive, non-preferential, shared-use basis, limited to the purpose of performing the services set forth in Section 3.A. according to the following schedule:

Venue	Purpose	Days of the Week	Time
Classroom	Group Session 1	Monday through Friday	8:00 am-11:00 am
	Group Session 2	Monday through Friday	1:00 pm-4:00 pm
Office Space	Office Hours	Monday through Friday	7:30 am-5:30 pm

LFUCG, in its sole discretion, may change the facilities contained in the Premises by providing Bluegrass Behavioral with a notice of the details and restrictions applicable thereto. Additionally, LFUCG shall notify Bluegrass Behavioral, as soon as possible by phone or email, of any closures or delays in the hours of operation of the Premises. Nothing in this Agreement shall be deemed to confer upon the Bluegrass Behavioral any interest in the Premises, right to possess or control the use of the Premises, or any other rights with respect to the Premises other than those expressly provided herein.

i. Personal Property and Improvements of Bluegrass Behavioral. Bluegrass Behavioral shall be responsible for preparing for use and returning to the pre-use condition all areas of the Premises it uses under this Agreement. During the Term of this Agreement, Bluegrass Behavioral may store materials and supplies in the areas of the Premises that Bluegrass Behavioral is permitted to use under this Agreement. LFUCG shall provide Bluegrass Behavioral with one (1) key to the classroom so that it may secure its materials and supplies. Bluegrass Behavioral

shall be responsible for security and tracking of the key, which shall not be duplicated except by LFUCG, and must return the key to LFUCG upon termination of this Agreement.

- ii. **Notice of Injury or Property Damage.** Bluegrass Behavioral agrees to give notice to LFUCG, within twenty-four (24) hours, of any incident resulting in bodily injury or property damage occurring on or in any way connected with the use of the Premises. Such notice shall include details of the time, place, and circumstances of the incident, as well as the name(s), address(es), and phone number(s) for any person(s) witnessing the incident.
4. **Confidentiality; Sharing of Information.** Bluegrass Behavioral shall be provided with sufficient and appropriate work locations in the Premises to allow them to provide the services set forth in Section 3.A. in a confidential manner. The Parties understand that this Agreement is for services involving information that may constitute “Protected Health Information” subject to the Health Insurance and Portability Act of 1996 (HIPAA). Each party shall be responsible for determining the applicability of, and shall comply with as applicable, all legislative and regulatory requirements of privacy, security and electronic transaction components of HIPAA when requesting and sharing documentation between the Parties. Subject to any limitations imposed by applicable law, the Parties shall share forms and information where appropriate to fulfil the purposes of this Agreement.
5. **Insurance.** Bluegrass Behavioral shall procure and maintain, at its cost, through the Term of this Agreement, commercial general liability (CGL) insurance with a minimum liability occurrence limit of \$1,000,000.00 for any and all claims, including injury to persons and damage to property, arising out of the use of the Premises by Bluegrass Behavioral and its agents, employees, invitees, or licensees. The required CGL insurance shall be procured from and maintained with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and its Family Care Center as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.
6. **Indemnification.** Bluegrass Behavioral agrees to indemnify and hold harmless LFUCG for any and all claims which may be asserted against LFUCG for any injuries or damages received or sustained by any party or parties, as well as any damage caused to the Premises, caused by Bluegrass Behavioral and its agents, employees, invitees, or licensees during the time the Premises are used by Bluegrass Behavioral. In no event shall Bluegrass Behavioral’s indemnification act as a waiver of any defense, immunity, or damage limitations LFUCG may otherwise have available as to third parties.
7. **Compliance with Laws.** Bluegrass Behavioral agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the Premises.

8. **No Assignment.** Bluegrass Behavioral shall not transfer or assign any of its rights, obligations, or benefits under this Agreement to any third party without the prior written consent of LFUCG.
9. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested. Notice shall be addressed as follows:

To LFUCG:

Family Care Center
Attn: Family Care Center Director
1135 Harry Sykes Way
Lexington, KY 40504

To Bluegrass Behavioral:

Bluegrass Behavioral Services for Children
Attn: Jaime Gilbert, CEO
205 Champion Way, Suite 11
Georgetown, KY 40324

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date stated above.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

**BLUEGRASS BEHAVIORAL
SERVICES ASSOCIATION LLC**

Linda Gorton, Mayor

Jaime Gilbert, CEO

Attested by:

Clerk of the Urban County Council